

Regular Meeting of the Madera City Council

205 W. 4th Street, Madera, California 93637

MEETING NOTICE AND AGENDA

Wednesday, April 1, 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. Social distancing per the Executive Order will be used at the meeting. Members of the public are strongly encouraged to participate remotely at the March 18, 2020 meeting viewing livestream at www.madera.gov. Comments will be accepted by email at citycouncilpubliccomment@madera.gov.

CALL TO ORDER

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

INVOCATION: Council Member Donald E. Holley

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PUBLIC COMMENT:

The first fifteen minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comments. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Department of Public Health Update on COVID-19 (Report by Madera County Public Health Department)

INTRODUCTIONS: None

A. WORKSHOP: None

B. CONSENT CALENDAR

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

- B-1 Minutes – 3/18/20s
- B-2 Informational Report on Register Audited Demands March 7, 2020 to March 20, 2020 (Report by Roger Sanchez)
- B-3 Informational Report on Personnel Activity (Report by Wendy Silva)
- B-4 Information Report on Contract City Attorney Service Expenditures (Report by Wendy Silva)
- B-5 Waive Full Reading and Consider Adoption of an Ordinance of the City Council of the City of Madera, California Amending Title V: Sanitation and Health, Chapter 3: Garbage, Refuse and Recycling to Establish Mandatory Organic Recycling Requirements for Commercial Businesses and Multi-family Units Containing Five or More Units as Required by Assembly Bill No. 1826 (Report by Daniel Foss)
- B-6 Actions Relating to Rancho Santa Fe Subdivision (Tract No. 19-S-06)
 - 1) Consider Adoption of a Resolution of the City of Madera Approving the Final Map for Rancho Santa Fe Subdivision (Tract No. 19-S-06) and Improvement Agreement (Agreement); and
 - 2) Consider Adoption of a Resolution of the City of Madera Approving Annexation of the Rancho Santa Fe Subdivision (Tract No. 19-S-06) into Zone of Benefit 21D; confirming the Diagram and Assessments for City Wide Landscape and Lighting Assessment District Zone of Benefit 21D For Fiscal Year (FY) 2020/2021; and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor (Report by Keith Helmuth)
- B-7 Consideration of a Minute Order of the Madera City Council Authorizing the Mayor to Sign a Letter of Support for Madera County's Local Complete Count Committee in Their Efforts to Gain Partnership from Madera's Small Businesses and the Faith-Based

Community in Encouraging Participation in and to Promote 2020 Census Across Their Networks (Report by Ivette Iraheta)

- B-8 Consideration of Adopting a Resolution Approving a Master Services and License Agreement with Ebix, Inc. for access to RiskEnvision Software and Authorizing the Mayor to Execute the Agreement (Report by Wendy Silva)
- B-9 Consideration of a Resolution Amending the City's Classification Plan and Setting the Assigned Salary Range for the Following Position:
- 1) Consideration of Adopting a Resolution Amending the City of Madera Classification Plan by Adding a Lead Electrician to the Classification Plan and Setting the Assigned Salary Range for the Classification; and
 - 2) Consideration of a Minute Order Increasing the Staffing Allocation in the Electrical and Facilities Division of the Public Works Department by the Addition of one Lead Electrician Position (Report by Wendy Silva)
- B-10 Consideration of Adopting a Minute Order Ratifying Actions Taken by the City Manager in his Role as Director of Emergency Services Relating to Employee Leave and Benefit Modifications to Support Employees During the COVID-19 Public Health Emergency (Report by Wendy Silva)

C. PUBLIC HEARINGS
None

D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENT

- D-1 Waive Full Reading and Consider Introduction of an Ordinance of the City of Madera adding Section 1-6.18 to Title I Chapter 6 of the Madera Municipal Code relating to City Manager Authority on Claims Against the City (Report by Wendy Silva)
- D-2 Consideration of Adopting Resolutions Approving Agreements for Planning, Zoning, and Environmental Review Consultant Services and on-call City Planning Services with the following firms:
- 1) Rincon Consultants, Inc., not to exceed \$50,000; and
 - 2) Provost & Pritchard Consulting Group, not to exceed \$50,000 (Report by Arnoldo Rodriguez)
- D-3 Consideration of Adopting a Resolution Approving a Memorandum of Understanding between the City of Madera and the Madera Police Officers' Association and Authorizing the City Manager to Sign the Memorandum (Report by Wendy Silva)
- D-4 Consideration of Adopting a Resolution Approving a Memorandum of Understanding between the City of Madera and the Law Enforcement Mid Management Group and Authorizing the City Manager to Sign the Memorandum (Report by Wendy Silva)

- D-5 Consideration of Adopting a Resolution Amending the Sales Price listed in the Purchase Agreement for Parcel 16 within Freedom Industrial Park located on the Northwest Intersection of West Pecan Avenue and South Pine Street to Span Development, LLC. The Amendment is being requested to reflect the Net Acreage rather than Gross Acreage at the Appraised Value of \$2.02 per square foot (APN: 009-331-018). The Purchase Agreement was originally Considered and Approved by the City Council (Council) on September 7, 2017 per Resolution No. 17-126 (Report by Arnolando Rodriguez)
- D-6 Consideration of Adopting a Resolution Approving the Sale of Parcels 12 and 13 totaling 4.2 acres within Freedom Industrial Park located on the northwest intersection of West Pecan Avenue and South Pine Street to Span Development, LLC for the appraised value of \$421,792 (APN: 009-331- 002 & 009-331-003) (Report by Arnolando Rodriguez)

E. ADMINISTRATIVE REPORTS

- E-1 Discussion and Action on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic (Report by Arnolando Rodriguez)
- E-2 Requesting Direction on the Criteria for the Placement of New Solar Powered Street Lights as part of the City's Energy Improvement Program in Partnership with ENGIE, Inc. (Report by Arnolando Rodriguez & Keith Helmuth)
- E-3 Update on Negotiations for Golf Course Maintenance (Report by John Scarborough)
- E-4 Status Update on the Downtown Madera Veterans and Family Housing Project, a 48-unit Affordable Housing Development, located at the intersection of East 5th and North C Streets (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.

G. CLOSED SESSION

- G-1 Conference with Legal Counsel – Existing Litigation Pursuant to Government Code §54956.9(d)(1)
Name of Case: MCA 1803 LLC v. City of Madera
- G-2 Conference with Legal Counsel – Anticipated Litigation Significant Exposure to Litigation Pursuant to Government Code §54956.9(d)(2): 2 cases
- G-3 Threat to public services or facilities, Government Code Section 54957(a), Consultation with City Manager, City Attorney, Department Heads

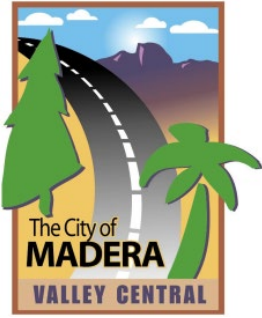
ADJOURNMENT – Next regular meeting on April 15, 2020

- Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
 - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
 - Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.
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I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for April 1, 2020 near the front entrances of City Hall and on the City's website www.madera.gov at 5:30 p.m. on March 27, 2020.



Alicia Gonzales, City Clerk



Item:	B-1
Minutes for:	3/18/2020s
Adopted:	4/01/2020

MINUTES OF A SPECIAL MEETING OF THE MADERA CITY COUNCIL

**March 18, 2020
5:55 p.m.**

**Council Chambers
City Hall**

This meeting was conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. Social distancing per the Executive Order were used at the meeting. Members of the public were strongly encouraged to participate remotely at the March 18, 2020 meeting viewing livestream at www.madera.gov. Comments were accepted by email at citycouncilpubliccomment@madera.gov.

CALL TO ORDER – The special meeting was called to order at 5:55 p.m.

ROLL CALL:

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

Absent: None.

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, Police Chief Dino Lawson, Division Fire Chief Matt Watson, City Engineer Keith Helmuth, Grants Administrator Ivette Iraheta, Director of Human Resources Wendy Silva, Information Services Manager Mark Souders, Parks and Community Services Director John Scarborough, Assistant Planner Jesus Orozco

PUBLIC COMMENT:

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

A. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENT

- A-1 Consideration of Adopting a Resolution Proclaiming a Local Emergency within the City of Madera due to the imminent and proximate threat of the Novel Coronavirus (COVID-19) in accordance with Madera Municipal Code Title III, Chapter 2 (Report by Arnoldo Rodriguez)

**RES 20-30 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA PROCLAIMING THE
EXISTENCE OF A LOCAL EMERGENCY WITHIN THE CITY OF MADERA**

ON MOTION BY COUNCIL MEMBER ROBINSON, AND SECONDED BY COUNCIL MEMBER MONTES, ITEM A-1, WAS ADOPTED AS AMENDED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS GALLEGOS, HOLLEY, GARCIA AND RODRIGUEZ. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

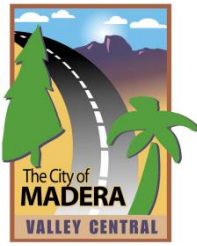
ADJOURNMENT - The meeting was adjourned at 6:34 p.m. Next regular meeting April 1, 2020.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

ALICIA GONZALES, City Clerk

ANDREW J. MEDELLIN, Mayor



REPORT TO CITY COUNCIL

Approved by:

Department Director

City Manager

Council Meeting of: April 1, 2020

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for March 7, 2020 to March 20, 2020.

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of March 7, 2020 to March 20, 2020 is contained in the attachment and summarized in the following tables.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrant</i>	25323 - 25480	\$2,048,595.25

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	Union Bank	\$591,885.21
<i>SDI</i>	EDD	\$2,098.07
<i>CalPERS Payment</i>	CalPERS	\$121,154.07

DISCUSSION:

Warrant requests are processed weekly based on the adopted Fiscal Year 2019/2020 budget and released for payment every Friday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per the request of City Council, we have included the departments from which each of the respective warrants were requested as well as the fund/division description from which they were paid.

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the approved 2019/2020 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
April 1, 2020

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
25323	03/10/2020	HR	VARIOUS	ACRO SERVICE CORPORATION	FINANCIAL SERVICES MANAGER	3,492.00
25324	03/10/2020	HR	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS INC.	MERP ANNUAL FEE	150.00
25325	03/10/2020	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS INC.	MEDICAL & CHILD CARE EXP	1,091.01
25326	03/10/2020	FINANCE - UB	VARIOUS	AMERICAN BUSINESS MACHINES	BL COPIER REPAIR	648.66
25327	03/10/2020	FINANCE	VARIOUS	ARAMARK UNIFORM SERVICES	MAT CLEANING	249.55
25328	03/10/2020	FINANCE	VARIOUS	AT&T	02/20 CALNET 3 SERVICE	820.95
25329	03/10/2020	ENGINEERING	MEAS T - RTP	AT&T	R-10 OLIVE AVE WIDENING	107,999.56
25330	03/10/2020	ENGINEERING	MEAS T - RTP	AVISON CONSTRUCTION INC	CONSTRUCTION OF CITY ST 3R & ADA PROJ	26,653.51
25331	03/10/2020	ENGINEERING	MEAS T - RTP	BADGER DAYLIGHTING CORP	POTHOLING OLIVE AVE	4,929.00
25332	03/10/2020	BUILDING	BUILDING	LEEDWAY PLUMBING INC	CANCELLED PERMIT	45.44
25333	03/10/2020	ENGINEERING	MAX - CAPITAL	BMV CONSTRUCTION GROUP, INC.	CONSTRUCTION OF TRANSIT CENTER PROJ	30,449.44
25334	03/10/2020	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	1,646.50
25335	03/10/2020	FINANCE - UB	SOLID WASTE	C B MERCHANT SERVICES	UTILITY COLLECTION FEES	50.36
25336	03/10/2020	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	1,881.77
25337	03/10/2020	FACILITIES	VARIOUS	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	948.60
25338	03/10/2020	FINANCE	FACILITIES MAINT	CA DEPARTMENT OF TRANSPORTATION	SHARED COST	281.52
25339	03/10/2020	FINANCE	FINANCE	CALIFORNIA MUNICIPAL STATISTICS, INC.	06/30/19 DEBT STATEMENT	500.00
25340	03/10/2020	PURCHASING	VARIOUS	CANON FINANCIAL SERVICES	FEBRUARY 2020 CONTRACT CHARGES	3,933.87
25341	03/10/2020	FINANCE - UB	WATER CONS	CITY OF MADERA	REBATES TO APPLY TO UB ACCTS	1,200.00
25342	03/10/2020	HR	CITY ATTORNEY	COLANTUONO, HIGHSMITH & WHATLEY, PC	SPECIALIZED LEGAL SERVICES	10,648.00
25343	03/10/2020	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	EMPLOYEE LIFE INSURANCE	1,087.79
25344	03/10/2020	HR	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICALS- RECERTS	940.50
25345	03/10/2020	FINANCE	PAYROLL TRUST	COURT ORDERED DEBT COLLECTIONS	COURT ORDERED DEBT COLLECTION	188.76
25346	03/10/2020	FINANCE - UB	TRANS - FIXED	DIEBERTS CREATIVE COPY INC	MAX TICKETS	389.70
25347	03/10/2020	WATER	WATER OPS	CWEA-TCP	CWEA ASSOCIATION MEMBERSHIP	192.00
25348	03/10/2020	ENGINEERING	MEAS K - FIRE	DAVIS MORENO CONSTRUCTION, INC.	CONSTRUCTION OF FIRE STATION NO. 58	387,310.42
25349	03/10/2020	WATER	WATER QC	DELLAVALLE LABORATORY, INC.	WATER SAMPLES	812.00
25350	03/10/2020	SEWER	SEWER OPS	DIAMOND COMMUNICATIONS	MAR TELEPHONE ANSWERING SERVICE	115.00
25351	03/10/2020	ENGINEERING	MEAS T - LTP	EMMETT'S EXCAVATION, INC.	CONSTRUCTION OF 2018-19 CITY ST & ADA	195,922.49
25352	03/10/2020	GRAFFITI	GRAFFITI	ESPINOZA SEWER SERVICE	PORT-A-POTTY RENTAL	50.00
25353	03/10/2020	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS	10,481.25
25354	03/10/2020	PARKS	SR CITIZEN	FRESNO MADERA AREA AGENCY ON AGING	01/20 UNSERVED MEALS	357.60
25355	03/10/2020	GRANTS	PARKING OPS	GUARDIAN WESTERN SWEEPING INC.	FEBRUARY POWER SWEEPING	569.00
25356	03/10/2020	FLEET	FLEET MAINT	HERITAGE-CRYSTAL CLEAN, INC.	EQUIPMENT	551.70
25357	03/10/2020	ENGINEERING	LTF - STREETS	KRAZAN & ASSOCIATES, INC.	CONST TESTING, INSPECTION, & LAB SERVICE	1,470.00
25358	03/10/2020	ENGINEERING	LTF - PARKS	LARS ANDERSEN & ASSOCIATES, INC.	PROF SERVICES UPRR/GATEWAY CIP PROJ	250.27
25359	03/10/2020	FINANCE	PAYROLL TRUST	MADERA CO SHERIFF-CIVIL DIVISION	SHERIFF GARNISHMNT ORDER	565.75
25360	03/10/2020	WATER	WATER OPS	MADERA PUMPS, INC.	WORK PERFORMED ON WELL 30	13,769.25
25361	03/10/2020	PLANNING	PLANNING	MADERA TRIBUNE	MARCH PC MEETING	383.50

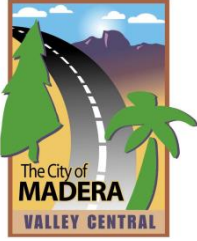
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
25362	03/10/2020	ENGINEERING	SUST COMMUN	MARK THOMAS & COMPANY, INC.	ENG DESIGN SERVICES FOR STATE RTE 145	20,056.00
25363	03/10/2020	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	JANUARY TRANSIT OPERATOR SERVICES	116,455.17
25364	03/10/2020	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBS	2,467.38
25365	03/10/2020	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBS	8,368.37
25366	03/10/2020	FINANCE	VARIOUS	PACIFIC GAS & ELECTRIC	02/20 SERVICE	7,124.70
25367	03/10/2020	FINANCE	CENTRAL ADMIN	JAVIER RODRIGUEZ	CENSUS BANNERS	1,153.17
25368	03/10/2020	GRANTS	CDBG	PEQUENOS EMPRESARIOS	2ND QTR REIMBURSEMENT	4,164.45
25369	03/10/2020	ENGINEERING	LTF - STREETS	PETERS ENGINEERING GROUP	ENGINEERING SERVICES FOR INSTALL	10,176.00
25370	03/10/2020	ENGINEERING	WATER CAPITAL	PROVOST & PRITCHARD CONSULTING GROUP	CONSULTING FOR WATER MAIN REPLACEMT	3,236.96
25371	03/10/2020	PW	VARIOUS	RESERVE ACCOUNT	PREPAID POSTAGE	1,200.00
25372	03/10/2020	ENGINEERING	MEAS T - LTP	RMA GEOSCIENCE, INC.	LAB/MATERIAL TESTING 2018-19 SB-1	137.50
25373	03/10/2020	ENGINEERING	MEAS K - FIRE	RRM DESIGN GROUP	DESIGN SERVICES FOR FIRE STATION 58	6,215.00
25374	03/10/2020	ENGINEERING	LTF - STREETS	SERNA CONSTRUCTION, INC.	PAVING AT SUNSET/UPRR CROSSING	52,089.50
25375	03/10/2020	PW	VARIOUS	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICE MARCH 2020	15,824.04
25376	03/10/2020	PARKS	PARKS	SIERRA POOL PLASTERING & TILE	RE-TILING/PLASTERING OF WADING POOL	1,000.00
25377	03/10/2020	WWTP	WWTP	STANTEC CONSULTING SERVICES INC.	WASTE DISCHARGE PERMIT UPDATE	1,802.00
25378	03/10/2020	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS	253.56
25379	03/10/2020	FIRE	FIRE	TESEI PETROLEUM INC.	FUEL FOR FIRE DEPT	656.58
25380	03/10/2020	FIRE	FIRE	TESEI PETROLEUM, INC.	FUEL FOR FIRE DEPT	896.06
25381	03/10/2020	ENGINEERING	ACTIVE TRANS	TRUXELL & VALENTINO	CONSTRUCTION OF FRESNO RIVER TRAIL	206,862.50
25382	03/10/2020	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	DEFERRED COMP CONTRIBS	35,395.03
25383	03/10/2020	PARKS	PARKS	VILLA GARDENING SERVICE INC	MEDIAN LANDSCAPING	1,510.00
25384	03/10/2020	ENGINEERING	MEAS T - RTP	WEST COAST ARBORISTS, INC.	TREE PLANTING/REMOVAL AT SIERRA ELEM	8,150.00
25385	03/10/2020	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	PLAN CHECKING/CITY SURVEYOR SERVICES	1,795.00
25386	03/16/2020	PARKS	CDBG IMPRMTS	ACCELERATED CONSTRUCTION AND METAL	BUILDING MAINT, INSTALL AND REPAIR	6,881.00
25387	03/16/2020	HR	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS INC.	MONTHLY ADMIN FEE MARCH 2020	4,257.00
25388	03/16/2020	PD	MEAS K - PD	AIRLINK AUTOMATION	THERMAL TRANSFER LABELS	330.14
25389	03/16/2020	ENGINEERING	SEWER CAPITAL	AKEL ENGINEERING GROUP, INC.	PROFESSIONAL ENGINEERING SERVICES	42,874.82
25390	03/16/2020	ENGINEERING	ENGINEERING	AMERICAN BUSINESS MACHINES	PLOTTER COPIER SERVICE MARCH 2020	93.00
25391	03/16/2020	FINANCE	VARIOUS	AT&T	02/20 CALNET 3 SERVICE	2,846.13
25392	03/16/2020	ENGINEERING	MAX - CAPITAL	BMV CONSTRUCTION GROUP, INC.	CONSTRUCTION OF TRANSIT CENTER PROJ	25,075.70
25393	03/16/2020	FACILITIES	PD ADMIN	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	790.00
25394	03/16/2020	ENGINEERING	ENGINEERING	CA SURVEYING AND DRAFTING SUPPLY	WIDE FORMAT PAPER	281.02
25395	03/16/2020	IS	COMP MAINT	CDW GOVERNMENT, INC	MICROSOFT ANNUAL LICENSING	74,225.56
25396	03/16/2020	PD	SUPP LAW ENF	CV FORENSIC NURSING SPECIALISTS	VICTIM/SUSPECT EXAMINATIONS	3,500.00
25397	03/16/2020	FINANCE	ECON DEV	CITY OF MADERA	LMD ASSESSMENT	2,127.10
25398	03/16/2020	HR	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICALS	288.00
25399	03/16/2020	FLEET	FLEET ACQU	COOK'S COMMUNICATIONS	UNIT #6023 UPFIT PARTS	7,585.94
25400	03/16/2020	FINANCE - UB	UB - SEWER	CORELOGIC INFORMATION SOLUTIONS INC	METROSCAN FEBRUARY 2020	150.00
25401	03/16/2020	GRANTS	TRANS - DAR	DIEBERTS CREATIVE COPY INC	DAR DISABLED TICKETS	227.33
25402	03/16/2020	WATER	WATER OPS	COATING SPECIALISTS & INSPECTION	WATER TANK TESTER	1,000.00
25403	03/16/2020	FINANCE - UB	UB - SEWER	DATAPROSE, LLC	FEBRUARY 2020 BILLING	11,434.29

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
25404	03/16/2020	WATER	WATER QC	DELLAVALLE LABORATORY, INC.	WATER SAMPLES	1,064.00
25405	03/16/2020	PD	PD ADMIN	FRESNO CITY COLLEGE	REGISTRATION - 1 OFFICER	172.00
25406	03/16/2020	GRANTS	MEAS T- TRANS	KBM OFFICE EQUIPMENT INC.	TRANSIT CENTER FURNITURE	50,696.81
25407	03/16/2020	PD	PD ADMIN	TIM J LAW	EMPLOYMENT BACKGROUND	500.00
25408	03/16/2020	HR	PAYROLL TRUST	LINCOLN FINANCIAL	LIFE AND LTD INSURANCE MARCH 2020	8,235.76
25409	03/16/2020	ENGINEERING	LTF - STREETS	MADERA COUNTY	AMTRAK STATION SHARE MAINT	1,068.29
25410	03/16/2020	WATER	VARIOUS	MADERA PUMPS, INC.	POOL PUMP REPLACEMENT	8,886.19
25411	03/16/2020	PLANNING	PLANNING	MADERA TRIBUNE	NOTICE OF PUBLIC HEARING	165.75
25412	03/16/2020	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	JANUARY CNG FUEL USAGE	207.03
25413	03/16/2020	FINANCE - UB	SOLID WASTE	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS & ADMIN FEE	342,265.79
25414	03/16/2020	WWTP	WWTP	MOLINA, HUMBERTO	PER DIEM CWEA ANNUAL CONFERENCE	247.50
25415	03/16/2020	FACILITIES	COMM & REC	MUSCO SPORTS LIGHTING, LLC	MUSCO LIGHTS	320.69
25416	03/16/2020	FINANCE	VARIOUS	PACIFIC GAS & ELECTRIC	01/20 SERVICE	2,665.33
25417	03/16/2020	PD	PD ADMIN	PECK'S PRINTER	DOG LICENSE RECEIPTS	173.20
25418	03/16/2020	STREETS	PW - STREETS	MORRIS J PIERCE	ASPHALT PATCHING	39,150.60
25419	03/16/2020	WWTP	WWTP	POLYDYNE INC.	BIOSOLIDS DEWATERING	6,373.76
25420	03/16/2020	IS	COMP MAINT	RED WAVE COMMUNICATION INC.	CAMERA TROUBLESHOOTING	250.00
25421	03/16/2020	WATER	WATER OPS	RMA GEOSCIENCE, INC.	COMPACTION TEST	2,919.75
25422	03/16/2020	IS	COMP MAINT	SHI INTERNATIONAL CORP.	MDM SOFTWARE	277.59
25423	03/16/2020	PARKS	PARKS	SIERRA POOL PLASTERING & TILE	RE-TILING/PLASTERING OF WADING POOL	16,700.00
25424	03/16/2020	HR	INS/RISK MGT	SUPERIOR VISION INSURANCE INC.	MARCH 2020 VISION INSURANCE	2,238.21
25425	03/16/2020	WWTP	WWTP	SYNAGRO WEST, INC.	BIOSOLIDS DISPOSAL	8,983.38
25426	03/16/2020	PURCHASING	VARIOUS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 02/11- 02/29/20	21,917.28
25427	03/16/2020	FINANCE - UB	WATER FUND	AFB FUTURE INVESTMENTS LLC	UTILITY BILLING CREDIT REFUND	556.90
25428	03/16/2020	FINANCE - UB	WATER FUND	ALEJO-GONZALEZ MARIA	UTILITY BILLING DEPOSIT REFUND	123.00
25429	03/16/2020	FINANCE - UB	WATER FUND	ALFREDO PLAZA LOA JOSE	UTILITY BILLING CREDIT REFUND	42.16
25430	03/16/2020	FINANCE - UB	WATER FUND	ANZALDO ALMA GARCIA ANTHONY J.	UTILITY BILLING CREDIT REFUND	186.26
25431	03/16/2020	FINANCE - UB	WATER FUND	BECKER DJ	UTILITY BILLING DEPOSIT REFUND	43.76
25432	03/16/2020	FINANCE - UB	WATER FUND	BONILLA ROSANNE	UTILITY BILLING DEPOSIT REFUND	0.34
25433	03/16/2020	FINANCE - UB	WATER FUND	CALDERA CESSY	UTILITY BILLING CREDIT REFUND	67.57
25434	03/16/2020	FINANCE - UB	WATER FUND	CARRILLO CARLOS C	UTILITY BILLING DEPOSIT REFUND	144.48
25435	03/16/2020	FINANCE - UB	WATER FUND	CASTRO ROBERTO C OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	156.74
25436	03/16/2020	FINANCE - UB	WATER FUND	CONTRERAS ALEXANDER	UTILITY BILLING DEPOSIT REFUND	44.74
25437	03/16/2020	FINANCE - UB	WATER FUND	CRAIG ROBERT L	UTILITY BILLING DEPOSIT REFUND	3.06
25438	03/16/2020	FINANCE - UB	WATER FUND	D R HORTON CA3 INC - RPC UTILITIES	UTILITY BILLING CREDIT REFUND	224.17
25439	03/16/2020	FINANCE - UB	WATER FUND	DILLARD MERLE G	UTILITY BILLING CREDIT REFUND	178.44
25440	03/16/2020	FINANCE - UB	WATER FUND	DURAN SARA CONCEPCION AND ROMAN	UTILITY BILLING DEPOSIT REFUND	2,081.59
25441	03/16/2020	FINANCE - UB	WATER FUND	DUTROW RONALD WATERS SARAH	UTILITY BILLING DEPOSIT REFUND	2.02
25442	03/16/2020	FINANCE - UB	WATER FUND	EDMONSTON STEVE	UTILITY BILLING DEPOSIT REFUND	20.48
25443	03/16/2020	FINANCE - UB	WATER FUND	FERNANDEZ ROGELIO ROY	UTILITY BILLING DEPOSIT REFUND	39.33
25444	03/16/2020	FINANCE - UB	WATER FUND	FLORES THERESA	UTILITY BILLING CREDIT REFUND	403.21
25445	03/16/2020	FINANCE - UB	WATER FUND	GARCIA PEDRO	UTILITY BILLING CREDIT REFUND	147.21

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
25446	03/16/2020	FINANCE - UB	WATER FUND	GONZALEZ MONICA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	144.97
25447	03/16/2020	FINANCE - UB	WATER FUND	GREWAL HARVINDER S C/O NEWTON PROP	UTILITY BILLING DEPOSIT REFUND	22.08
25448	03/16/2020	FINANCE - UB	WATER FUND	HARASTA LAURA	UTILITY BILLING CREDIT REFUND	153.96
25449	03/16/2020	FINANCE - UB	WATER FUND	HERNANDEZ PEDRO ANTONIO	UTILITY BILLING CREDIT REFUND	113.93
25450	03/16/2020	FINANCE - UB	WATER FUND	HOLT JAIME OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	153.08
25451	03/16/2020	FINANCE - UB	WATER FUND	HORTON ALEXIS	UTILITY BILLING CREDIT REFUND	191.31
25452	03/16/2020	FINANCE - UB	WATER FUND	JIMENEZ ELVA OR CITY OF MADERA	UTILITY BILLING DEPOSIT REFUND	87.50
25453	03/16/2020	FINANCE - UB	WATER FUND	KLAIR JASPAL KLAIR CO LLC	UTILITY BILLING DEPOSIT REFUND	95.77
25454	03/16/2020	FINANCE - UB	WATER FUND	LOPEZ ALFONSO JR	UTILITY BILLING CREDIT REFUND	31.54
25455	03/16/2020	FINANCE - UB	WATER FUND	MC FARLAND BETSY	UTILITY BILLING DEPOSIT REFUND	36.44
25456	03/16/2020	FINANCE - UB	WATER FUND	MURILLO REGINA	UTILITY BILLING CREDIT REFUND	107.21
25457	03/16/2020	FINANCE - UB	WATER FUND	NUNEZ ANALILIA	UTILITY BILLING CREDIT REFUND	37.50
25458	03/16/2020	FINANCE - UB	WATER FUND	OCHOA ALEJANDRA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	151.09
25459	03/16/2020	FINANCE - UB	WATER FUND	OCHOA-MONROY VALERIA OR CITY	UTILITY BILLING CREDIT REFUND	153.28
25460	03/16/2020	FINANCE - UB	WATER FUND	OLAGUE FERNANDO	UTILITY BILLING CREDIT REFUND	219.15
25461	03/16/2020	FINANCE - UB	WATER FUND	ORTIZ HILDA	UTILITY BILLING CREDIT REFUND	155.81
25462	03/16/2020	FINANCE - UB	WATER FUND	PELLE PETER M	UTILITY BILLING CREDIT REFUND	55.48
25463	03/16/2020	FINANCE - UB	WATER FUND	PEREZ BENJAMIN DEL PILAR MARIA	UTILITY BILLING CREDIT REFUND	240.65
25464	03/16/2020	FINANCE - UB	WATER FUND	RISENHOOVER BENJAMIN	UTILITY BILLING CREDIT REFUND	34.98
25465	03/16/2020	FINANCE - UB	WATER FUND	ROBLES ERNESTO ROBLES	UTILITY BILLING DEPOSIT REFUND	3.18
25466	03/16/2020	FINANCE - UB	WATER FUND	ROSARIO-SOLANO RODRIGUEZ NORBERTO	UTILITY BILLING CREDIT REFUND	246.46
25467	03/16/2020	FINANCE - UB	WATER FUND	RUIZ JOSE MARTIN	UTILITY BILLING CREDIT REFUND	104.30
25468	03/16/2020	FINANCE - UB	WATER FUND	RUIZ NICK	UTILITY BILLING DEPOSIT REFUND	7.23
25469	03/16/2020	FINANCE - UB	WATER FUND	SANCHEZ XAVIER D OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	162.20
25470	03/16/2020	FINANCE - UB	WATER FUND	SANTOS ANGELITA RUTH	UTILITY BILLING CREDIT REFUND	108.54
25471	03/16/2020	FINANCE - UB	WATER FUND	SAVAGE SHIRLEY	UTILITY BILLING DEPOSIT REFUND	4.55
25472	03/16/2020	FINANCE - UB	WATER FUND	SHENK MIKE C/O NEWTON PROP MGT	UTILITY BILLING DEPOSIT REFUND	29.04
25473	03/16/2020	FINANCE - UB	WATER FUND	THOMPSON LARENDA	UTILITY BILLING DEPOSIT REFUND	86.37
25474	03/16/2020	FINANCE - UB	WATER FUND	TIRADO DIANA	UTILITY BILLING CREDIT REFUND	104.66
25475	03/16/2020	FINANCE - UB	WATER FUND	URIBE ALYSSA URIBE ALFREDO	UTILITY BILLING DEPOSIT REFUND	94.40
25476	03/16/2020	FINANCE - UB	WATER FUND	VALDEZ YULEISI	UTILITY BILLING CREDIT REFUND	127.39
25477	03/16/2020	ENGINEERING	LTF - STREETS	UNION PACIFIC RAILROAD CO.	INSTALLATION FEES	18,270.72
25478	03/16/2020	PD	MEAS K - PD	WATCHGUARD VIDEO	BELT CLIPS	597.54
25479	03/16/2020	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	PLAN CHECK SERVICES FOR JC SUBDIVISION	2,437.50
25480	03/16/2020	PD	PD ADMIN	ZEE MEDICAL SERVICE CO.	SUPPLIES	98.35

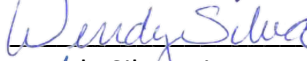
BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL

2,048,595.25



REPORT TO CITY COUNCIL

Approved by:


Wendy Silva, Director of Human Resources


Arnoldo Rodriguez, City Manager

Council Meeting of: April 1, 2020

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

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

SUMMARY:

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

DISCUSSION:

The Civil Service Commission met March 2, 2020 and approved Eligibility Lists for the following classifications:

- Recreation/Community Programs Manager
- Public Works Maintenance Worker II
- Public Works Maintenance Worker IV
- Water Qualify Specialist-in-Training

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

Table 1. New Hires				
Name	Position	Department	Status*	Effective Date
Alexandria Ramirez	Administrative Analyst	Finance	PT	3/3/20
Adam Gonzales	Administrative Analyst	Public Works	FT	3/4/20
Alberto Perez	Park Aide	Parks & Community Services	PT	3/9/20
Miguel Calderon	Park Aide	Parks & Community Services	PT	3/9/20

Table 1. New Hires, continued				
Name	Position	Department	Status*	Effective Date
Anthony Forestiere	Financial Services Manager	Finance	FT	3/16/20
Andres Martinez	Wastewater Treatment Plant Lab Analyst/Environmental Compliance Inspector I	Public Works – Wastewater Treatment Plant	FT	3/16/20
Oscar Gonzalez	Public Works Maintenance Worker I	Public Works – Airport	PT	3/18/20

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

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

Table 2. Promotions, Transfers, or Assignment Changes			
Name	Old Position	New Position	Effective Date
Ryan Vasquez	Police Corporal (temporary out-of-class assignment)	Police Officer II	2/15/20
Jimmy Gallegos	Public Works Maintenance Worker I – Water Division	Water Conservation Customer Service Representative	2/18/20
John Rosel	Police Officer II	Police Corporal (temporary out-of-class assignment)	3/5/20

The following employees separated from employment since our last report.

Table 3. Terminations				
Name	Position	Department	Status*	Effective Date
Viola Rodriguez	Neighborhood Preservation Supervisor	Police Department	FT	2/20/20
Carlos Villegas	Public Works Maintenance Worker II	Public Works - Streets	FT	2/21/20

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

FINANCIAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

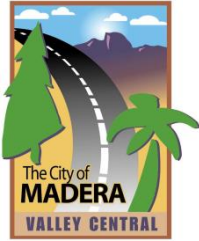
The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: April 1, 2020

Agenda Number: B-4

SUBJECT:

Informational Report on Contract City Attorney Service Expenditures

RECOMMENDATION:

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

SUMMARY:

The purpose of this report is to provide the Council an informational monthly update on expenditures for contract City Attorney services.

DISCUSSION:

The following information summarizes billings paid for services formerly performed by the City's in-house City Attorney. If there is additional information Council desires to see in future iterations of this report, please advise and staff will make the requested changes.

Firm: Liebert Cassidy Whitmore

Billing Period: January 2020

Matter	Charges	
	January 2020	Fiscal Year-to-Date
Tort Liability Claim/Grievance (Personnel related)	\$375.00	\$1,236.00
SB 1421 Requests	\$287.00	\$287.00
Total	\$375.00	\$1,523.00

Firm: Madera County District Attorney's Office

Billing Period: No bills received to date for FY 2019-20

Firm: Colantuono, Highsmith & Whatley, PC

Billing Period: December 2019 thru March 2020

The City received billings dating back to December 2019 in late February 2020. This late receipt of billings caused late reporting of incurred expenses. This issue has been rectified going forward by having the bills sent directly to the City.

Matter	Charges				
	December 2019	January 2020	February 2020	March 2020	Fiscal Year-to-Date
Pending Litigation	\$115.50	\$2,871.00	\$7,661.50	\$3,921.45	\$14,569.45
Total					\$14,569.45

Firm: Montoy Law

Billing Period: November and December 2019

Matter	Charges	
	January 2020	Fiscal Year-to-Date
General Legal Review/Advice	\$4,018.50	\$9,740.00
City Clerk	\$117.50	\$1,621.50
Attendance at Council Meetings & Advice on Same	\$963.50	\$14,005.00
City Council Requests for Information/Research	\$728.50	\$728.50
City Manager		\$7,922.50
Review and Advice on Agreements	\$2,256.00	\$26,102.00
Public Records Act Matters	\$3,645.50	\$27,330.50
Real Estate Transactions		\$456.00
Planning	\$1,457.00	\$10,701.00
Finance	\$1,833.00	\$7,373.00
Successor Agency	\$188.00	\$2,126.50
Public Works/Engineering	\$1,222.00	\$6,627.50
Grand Jury		\$1,021.00
Litigation	\$10,858.50	\$60,729.50
Personnel/Payroll		\$448.00
Municipal Code Enforcement	\$211.50	\$855.00
Police Department - General		\$211.50
Pitchess Motion (Peace Officer Personnel Records)		\$0.00
Ordinances	\$1,057.50	\$4,112.50
Discounted Hours	-\$263.00	-\$3,628.00
Total	\$28,294.00	\$178,483.50

FINANCIAL IMPACT:

For FY 2019/20, Council entered into an agreement for a contract service delivery model going forward effective August 8, 2019. When the FY 2019/20 operating budget was originally adopted, the City Attorney Department Budget was proposed similar to FY 2018/19 as the long-term

service delivery model was not yet known. The Finance Department calculated charges-to-date as of the change in service deliver model to contracting out and collapsed the remaining funds into the contracted legal services line item. Examples of charges incurred to individual line items prior to the change would be costs associated with the recruitment and Request for Proposals process, janitorial services for the space formerly occupied by City Attorney staff, and other similar charges typically split amongst City Hall departments by their square footage portion of the building.

Based on this adjustment, the Contracted Legal Services line item budget for City Attorney services in FY 2019/20 is \$357,250.00. Expenditures to date are \$193,052.95, with \$164,197.05 remaining funds available in this line item.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

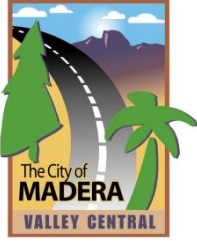
The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None



REPORT TO CITY COUNCIL

Approved by:



Daniel Foss, Interim Public Works Director



Arnoldo Rodriguez, City Manager

Council Meeting of: April 1, 2020

Agenda Number: B-5

SUBJECT:

Waive Full Reading and Consider Adoption of an Ordinance of the City Council of the City of Madera, California Amending Title V: Sanitation and Health, Chapter 3: Garbage, Refuse and Recycling to Establish Mandatory Organic Recycling Requirements for Commercial Businesses and Multi-family Units Containing Five or More Units as Required by Assembly Bill No. 1826.

RECOMMENDATION:

Waive full reading and introduce Ordinance of the City of Madera, California amending Title V: Sanitation and Health, Chapter 3: Garbage, Refuse and Recycling, Sections 5-3.01 and 5-3.09 of the Madera Municipal Code and adding Section 5-3.05 to the Madera Municipal Code relating to organic waste recycling.

SUMMARY:

This is the second reading for this ordinance which was introduced on March 4, 2020. Assembly Bill No. 1826 (AB 1826) was signed by the Governor in October 2014 requiring businesses to recycle their organic waste effective April 1, 2016, depending on the amount of waste generated per week. The City, in conjunction with Mid Valley Disposal (MVD), have worked to implement organic recycling requirements for qualifying businesses and multi-family residences. While a number of businesses have already cooperated with the City's efforts, several have not. CalRecycle has placed the burden of implementing this mandated recycling onto the City. Therefore, it has become necessary to amend the Municipal Code in order to incorporate mandatory organic waste recycling in accordance with AB 1826.

DISCUSSION:

AB 1826 established a series of milestones for the implementation of an organics recycling program as follows:

- January 1, 2016: The City must implement an organics recycling program complete with outreach, education, and a monitoring plan.
- April 1, 2016: Businesses that generate 8 cubic yards of organic material or more per week are required to arrange for organic waste recycling services.
- January 1, 2017: Businesses that generate 4 cubic yards of organic material or more per week are required to arrange for organic waste recycling services.
- August 1, 2017: The City must provide information about their organic recycling program implementation in the Electronic Annual Report (EAR) submitted to CalRecycle in August of each year.
- January 1, 2019: Businesses that generate 4 cubic yards of commercial solid waste or more per week are required to arrange for organic waste recycling services.
- Fall 2020: After receipt of the 2019 EAR, CalRecycle shall conduct its formal review of all jurisdictions.
- Summer/Fall 2021: If CalRecycle determines that the statewide disposal of organic waste in 2020 has not been reduced by 50 percent of the level of disposal during 2014, then businesses that generate 2 cubic yards of commercial solid waste will be required to establish an organics recycling program.

Effective January 1, 2019, the City was required to comply with AB 1826 by adopting a mandatory commercial organic waste recycling ordinance that addresses organic waste recycling. Organic waste (or organics) is defined as any material that is biodegradable and comes from either a plant or an animal. Some examples of organic waste are food waste, green waste, landscape and pruning waste, garden and lawn clippings, and nonhazardous wood waste. All commercial businesses that generate four or more cubic yards of commercial solid waste will be required to establish an organic collection and recycling program. Under AB 1826, multi-family dwellings of five or more units are considered a commercial business and must also comply with the new organic waste collection regulations.

The State has placed the burden on cities to inform affected businesses of the new mandated organic collection requirement and work with those affected businesses to change their services accordingly. Over the past 12 months, the City and MVD have carried out education efforts through various outlets, including letters, phone calls, and site visits to affected businesses and multi-family dwellings; information in Utility Billing newsletter articles; informational pamphlets distributed at City-wide events; and advertising on City and MVD websites. While a number of business have already implemented organic collection programs, approximately 73 businesses and 10 multi-family dwellings have not, which represents about 17 percent of total businesses who qualify under AB 1826. The City has made various efforts to achieve compliance to no avail.

The proposed changes to the ordinance will amend the Madera Municipal Code to incorporate mandatory organic waste recycling in accordance with AB 1826. Details of the ordinance include:

- Adding definition of organic waste;
- Adding definition of organic waste generator;

- Adding of language which states that all organic waste generators shall comply with Chapter 12.9 Part 3 of Division 30 of the California Public Resources Code Section 42649.8, requiring that the City will provide a notice to any organic waste generator that fails to comply, and authorizing administrative regulations for enforcement;
- Clarification that the penalties text applies to the entire Chapter regarding Garbage, Refuse and Recycling; and
- Removal of outdated text.

FINANCIAL IMPACT:

Failure to implement a commercial recycling program may initiate a compliance order process by CalRecycle to evaluate the City's good-faith effort. This could potentially lead to a penalty hearing if CalRecycle finds that the jurisdiction has failed to meet the conditions of a compliance order.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The proposed action is not specifically addressed as part of the Vision Plan, nor is it in conflict with the Plan.

ALTERNATIVES:

Leave the ordinance as it currently exists.

ATTACHMENTS:

1. Ordinance

ORDINANCE NO. 20-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING TITLE V: SANITATION AND HEALTH, CHAPTER 3: GARBAGE, REFUSE AND RECYCLING, SECTIONS 5-3.01 AND 5-3.09 OF THE MADERA MUNICIPAL CODE AND ADDING SECTION 5-3.05 TO THE MADERA MUNICIPAL CODE RELATING TO ORGANIC WASTE RECYCLING.

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

SECTION 1. Section 5-3.01 of the Madera Municipal Code is amended to read as follows:

§ 5-3.01 DEFINITIONS.

(A) For the purposes of this chapter, SOLID WASTE means any of a variety of materials, which are discarded or rejected as being worthless and includes, but is not limited to garbage, rubbish, or offal.

(B) For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AUTHORIZED AGENT. The city or any private party authorized by written agreement executed by the city to collect solid waste, including recyclables and green waste from residential and/or commercial customers within the city limits.

COMMERCIAL/INDUSTRIAL BINS. Bins provided by a contract agent, usually 1 (one) to 6 (six) cubic yards, more or less in capacity, designed for the deposit of solid waste, placed by an authorized agent at commercial premises for the collection of commercial solid waste and charged at commercial rates. COMMERCIAL BINS do not include construction and demolition bins placed at residential premises.

COMMERCIAL/INDUSTRIAL PREMISES. All premises in the city, other than residential premises, where commercial/industrial solid wastes are generated or accumulated.

COMMERCIAL/INDUSTRIAL SOLID WASTE. All types of solid waste, including organics and recyclable solid waste, generated or accumulated at commercial premises and placed in commercial bins for accumulation and collection. COMMERCIAL SOLID WASTES do not include residential solid waste.

CONSTRUCTION AND DEMOLITION DEBRIS (C&D). Disposal materials resulting from construction, remodeling, repair, clean up, or demolition operations that are not hazardous as defined in California Code of Regulations, Title 22, §§ 66261.3 et seq. This term includes but is not limited to asphalt, concrete, cement concrete, brick, lumber, gypsum wallboard, cardboard, and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe and steel,

as well as vegetative matter resulting from land clearing and landscaping including but not limited to rock, soil, and tree stumps.

FRONT YARD. The front yard zoning setback of any dwelling or property as determined by the Zoning Code.

GARBAGE. Animal and vegetable waste resulting from the handling, preparation, cooking, and serving of food. This term specifically does not include food processing wastes from canneries, slaughterhouses, packing plants or similar industries, and does not include large quantities of condemned food products.

GREEN/YARD WASTE MATERIAL. Shall mean the following materials to be collected by the city through its authorized agents: waste at their source of generation which are derived from plant material, including, but limited to, leaves, grass, clippings, weeds, tree trimmings, untreated wood waste, or shrubbery cuttings.

HAZARDOUS WASTE. Any waste materials or mixture of wastes defined as a "hazardous substance" or "hazardous waste" pursuant to the Resource Conservation and Recovery Act (RCRA), being 42 U.S.C. §§ 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), being 42 U.S.C. §§ 9601 et seq., and all future amendments to either, or as defined by the California Integrated Waste Management Board. Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term HAZARDOUS WASTE shall be construed to have the broader, more encompassing definition.

INDUSTRIAL REFUSE. The solid waste materials from factories, processing plants, and other manufacturing enterprises, including condemned animals or parts of animals from slaughterhouses or similar places.

NONCOMBUSTIBLE SOLID WASTE. Ashes, bottles, broken crockery, glass, tin cans, metal and metallic substances which will not incinerate through contact with flame of ordinary temperature.

OFFAL. Those animals that die naturally from disease or are accidentally killed but shall not mean condemned animals or parts of animals from slaughterhouses or similar places.

ORGANIC WASTE. The term "organic waste" means "organic waste" as defined in Section 42649.8 of the California Public Resources Code. In particular, it means "food waste, green waste, landscape and pruning waste, non-hazardous wood waste, and food-soiled paper waste that is mixed in with food waste.

ORGANIC WASTE GENERATOR. The term "organic waste generator" means "organic waste generator" as defined in Section 42649.8 of the California Public Resources Code and a business subject to subdivision (a) of Section 42649.81 of the Public Resources Code.

RECYCLABLE MATERIAL. A material which has commercial value and which is sold for compensation or donated to an entity other than a solid waste authorized agent or enterprise. RECYCLABLE MATERIALS lose their character as RECYCLABLE MATERIALS upon being disposed of in the waste stream and become solid waste subject to this chapter.

RECYCLABLES/RECYCLABLE MATERIAL. Shall mean the following materials to be collected by the city through its authorized agents: newspaper, tin, aluminum, glass, plastic (polyethylene terephthalate and high density polyethylene plastic) and cardboard.

RECYCLABLE SERVICE. The process, by written agreement with an authorized agent, by which recyclable materials are placed in special containers, normally blue in color, at curbside by residential and commercial customers for collection by the city's authorized agent.

RECYCLABLE SOLID WASTE. A form of solid waste designated as a recyclable solid waste by the city, the California Integrated Waste Management Board, or other agency with jurisdiction over solid waste, and which has been separated by a solid waste service recipient from nonrecyclable solid waste. RECYCLABLE SOLID WASTE is a part of the solid waste stream which can be reused or processed into a form suitable for reuse through reprocessing or remanufacture, consistent with the requirements of the California Integrated Waste Management Act. The term RECYCLABLE SOLID WASTE includes both mixed recyclables which have been separated from other solid waste and source-separated single- category recyclable solid waste. RECYCLABLE SOLID WASTE does not include those potentially recoverable items which are commingled with nonrecyclable solid waste, i.e. commingled solid waste and potentially recyclable articles or materials, or recyclable material.

REFUSE. All putrescible solid waste, semisolid, and liquid waste, including garbage, trash, refuse, paper, ashes, and any other solid and semi-solid waste. Refuse does not include hazardous waste or radioactive waste.

RESIDENTIAL. All single-family residences and those multi-family residences (including mobile home parks) which have curbside or alley capability and are designated by the City Administrator for recyclable and green/yard waste collection.

SECTION 2. Section 5-3.05 is added to the Madera Municipal Code to read as follows:

§ 5-3.05 Organic Waste Recycling.

The City shall ensure that organic waste generators shall comply with the requirements in Chapter 12.9 of Part 3 of Division 30 of the California Resources Code (Section 42649.8 et seq.) as may be amended regarding organic waste recycling. The City shall provide notice to any organic waste generator that fails to comply with this subsection. The City may enact administrative rules and regulations to provide for the compliance of this section.

SECTION 3. Section 5-3.09 of the Madera Municipal Code is amended to read as follows:

§ 5-3.09 PENALTIES FOR VIOLATIONS OF THIS CHAPTER.

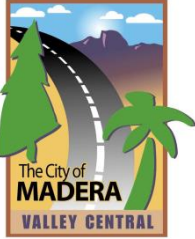
In accordance with § 1-2.01 of the Madera Municipal Code, violation of this chapter is specifically declared to be a misdemeanor and not an infraction. Furthermore, the city shall have authority to impose a fine of not more than \$500 for a first violation; a fine of not more than \$750 for a second violation; and a fine of not more than \$1,000 for a third and each subsequent violation.

SECTION 4. SEVERANCE. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance

SECTION 5. CEQA. The City Council finds this ordinance is not a project under the California Environmental Quality Act because it can be seen with certainty that it will not have a significant effect or physical change to the environment. See Title 14, California Code of Regulations, Section 15061 (b) (3).

SECTION 6. PUBLICATION. This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

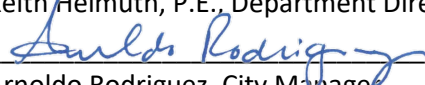
SECTION 7. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after its passage.



REPORT TO CITY COUNCIL

Approved by:


Keith Helmuth, P.E., Department Director


Arnoldo Rodriguez, City Manager

Council Meeting of: April 1, 2020

Agenda Number: B-6

SUBJECT:

Actions Relating to Rancho Santa Fe Subdivision (Tract No. 19-S-06)

1. Consider adoption of a Resolution of the City of Madera Approving the Final Map for Rancho Santa Fe Subdivision (Tract No. 19-S-06) and Improvement Agreement (Agreement)
2. Consider adoption of a Resolution of the City of Madera Approving Annexation of the Rancho Santa Fe Subdivision (Tract No. 19-S-06) into Zone of Benefit 21D; Confirming the Diagram and Assessments for City Wide Landscape and Lighting Assessment District Zone of Benefit 21D For Fiscal Year (FY) 2020/2021; And Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor

RECOMMENDATION:

Staff recommends that the City Council (Council) adopt the following Resolutions:

1. Resolution No. 20-_____ which provides:
 - a. Approving the Final Map for the Rancho Santa Fe Subdivision.
 - b. Approving Agreement for the Construction of Improvements for the Rancho Santa Fe Subdivision (Tract No. 19-S-06).
 - c. Authorizing staff to record the Final Map and Agreement for the Construction of Improvements for the Rancho Santa Fe Subdivision (Tract No. 19-S-06).
 - d. Accepting the Dedication of Land for Public Use.
2. Resolution No. 20-_____ which provides:
 - a. Approving Annexation of Rancho Santa Fe Subdivision (Tract No. 19-S-06) into Landscape and Lighting Assessment District Zone of Benefit 21D of City-Wide Landscape Maintenance District; confirming the Diagram and Assessment for FY 2020/21 and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor.

SUMMARY:

On November 13, 2018, the City's Planning Commission approved Tentative Subdivision Map No. TSM 2018-04 for the Rancho Santa Fe Subdivision ("Project"). On October 24, 2019, the City's Planning Department approved TSM 2018-04 MOD which includes an amendment to the conditions of approval for TSM 2018-04. The Subdivider is now ready to proceed with development of the Project.

DISCUSSION:

The Final Map for Rancho Santa Fe Subdivision has been checked and approved by the City Engineer. The Final Map substantially complies with the approved tentative map. All taxes will be paid prior to recordation of the Final Map. Bonds and insurance requirements will be provided prior to recordation of the Final Map or as part of an application to construct off-site improvements in advance of the approval of the Improvement Agreement.

The Subdivider, KB Home South Bay Inc., A California Corporation, has signed a Landowner's Consent for annexation into Zone of Benefit 21D of City-Wide Landscape Maintenance District. Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15268(b)(3), approval of final subdivision maps is a ministerial action and is exempt from the requirements of CEQA.

FINANCIAL IMPACT:

The Subdivision is included in the City's Community Facilities District (CFD) to offset any impacts to the City's General Fund. The Subdivider has also paid the required fees for the plan checking and inspection of the installation of required improvements for the subdivision.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Subdivisions are not specifically addressed in the vision or action plans. However, some components are consistent.

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

ALTERNATIVES:

If Council does not approve the Final Map, the execution of the Agreement and the annexation of the parcels into the existing LMD zones, it would result in the inability to record the map and for the Subdivider to complete the project. Disapproval will require the Council to make certain findings that specific conditions have not been met.

ATTACHMENTS:

1. Resolution – Approving Final Map
 - Exhibit A – Improvement Agreement
 - Exhibit A – Legal Description
 - Exhibit B – Development Impact Fees
2. Resolution – Confirmation of the Diagram and Assessments (Zone of Benefit 21D)

Exhibit A – Legal Description

Exhibit B – Assessment Diagram (Zone 21D)

Exhibit C – Assessment Amounts

3. Covenant – LMD Zone 21D

Exhibit A – Legal Description

4. LMD Zone Map

5. Project Location Map

Attachment 1

Resolution
Final Map and Agreement

RESOLUTION NO. 20-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING THE FINAL MAP FOR THE RANCHO
SANTA FE SUBDIVISION (TRACT NO. 19-S-06) AND
IMPROVEMENT AGREEMENT (AGREEMENT)**

WHEREAS, KB Home South Bay Inc., A California Corporation, has offered for approval a Final Map designated as Tract No. 19-S-06; and

WHEREAS, the Planning Commission on November 13, 2018 adopted a negative declaration consistent with Section 15070(a) of the California Environmental Quality Act for the Rancho Santa Fe Subdivision as part of Tentative Subdivision TSM 2018-04; and

WHEREAS, the Final Map for the Rancho Santa Fe Subdivision, prepared by LandDesign Consulting, Inc., for KB Home South Bay Inc., A California Corporation has been certified by the City Engineer that all provisions of the law and of Chapter 2 of Title 10 of the Madera Municipal Code have been complied with and that said subdivision as shown is substantially the same as it appears on the tentative map thereof heretofore approved by the Planning Commission of the City of Madera on November 13, 2018 and the tentative map amendment approved by the Planning Department of the City of Madera on October 24, 2019; and

WHEREAS, prior to the delivery of said map and prior to its recordation, the Owner and Subdivider of said subdivision shall enter into and execute an agreement between the City and said Owner and Subdivider for said subdivision which is on file in the office of the City Clerk entitled, "Improvement Agreement Rancho Santa Fe Subdivision (Tract No. 19-S-06)," (hereafter "Improvement Agreement") wherein the Subdivider, in consideration of the approval of said map by the City and the acceptance by the City of the dedication of lands for public use therein contained, shall agree to construct and complete within the time specified in said Agreement all street and other improvements required of Subdivider under the provisions of Chapter 2 of Title 10 of the Madera Municipal Code relating to regulations and standards for the subdivision of lands in the City and the preparation of maps thereof, and such street or other improvements designated or mentioned in said Agreement and/or set forth in the plans and specifications for the improvements for the Rancho Santa Fe Subdivision is on file in the office of the City Engineer; and

WHEREAS, Subdivider shall, and as a condition precedent to the recordation of said Final Map, furnish to the City and file with the City Clerk a good and sufficient improvement security in a form to be approved by the City Attorney, securing the faithful performance by said Subdivider of all work and the construction of all improvements designated as required in the Improvement Agreement, and also security in form to be approved by the City Attorney securing the payment by said Subdivider of all bills for labor and materials incurred in the construction of any and all said improvements, and the doing of all other work therein agreed to be done by said Subdivider, within the time therein specified, the amount of said improvement securities to be not less than Five Million Seven Hundred Sixty-One Thousand Nine Hundred Twenty-One Dollars and Twenty-Eight Cents (\$5,761,921.28); and

WHEREAS, Subdivider shall, and as a condition precedent to the recordation of said Final Map, furnish to the City and file with the City Clerk certificates or policies of public liability and property damage insurance as required in the Improvement Agreement.

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

1. The above recitals are true and correct.
2. The Final Map for the Rancho Santa Fe Subdivision (Tract No. 19-S-06) is approved.
3. The agreement entitled "Improvement Agreement Rancho Santa Fe Subdivision (Tract No. 19-S-06)" for the construction of improvements for the Rancho Santa Fe Subdivision is approved and attached as Exhibit "A." A copy of the Agreement shall be kept on file in the office of the City Clerk.
4. The Staff is authorized to record the Final Map and Agreement for the construction of improvements for the Rancho Santa Fe Subdivision (Tract No. 19-S-06) subject to receipt of the bonds and insurance required by the Agreement.
5. The dedication of lands for public use is accepted.
6. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A

Agreement

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City Clerk

City of Madera

205 W. 4th Street

Madera, CA 93637

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

**IMPROVEMENT AGREEMENT
RANCHO SANTA FE SUBDIVISION
(TRACT NO. 19-S-06)**

THIS IMPROVEMENT AGREEMENT ("Agreement") is entered into this ____ day of _____, 2020, (the "Effective Date") by and between the City of Madera, a municipal corporation of the State of California, hereinafter called "City"; and KB Home South Bay Inc., A California Corporation, hereinafter called "Subdivider" or "Owner" (individually a "Party" and collectively the "Parties").

RECITALS

- A. Owner has filed with City a certain subdivision map of a proposed division of land known as FINAL MAP OF TRACT NO. 19-S-06 RANCHO SANTA FE, recorded _____, in Book ___, Pages ___ through ___, recorded as document no. _____ Madera County records, situated in the City of Madera, County of Madera, State of California (the "Subject Property") owned by Owner, located within the corporate limits of the City, and more particularly described as set forth in Exhibit "A." A copy of said Tentative Tract Map No. 2018-04 ("Tentative Map") is on file with the City Clerk.
- B. The City has conducted the appropriate environmental review of the proposed subdivision; the Planning Commission has determined the proposed subdivision is consistent with the City's general plan in that the land use is compatible with the objectives, policies, general land uses, and programs specified in such a plan; and the Planning Commission has recommended approval of the proposed Tentative Map as conditioned.
- C. City requires as a condition precedent to the acceptance and approval of the Final Tract Map the dedications or deeds of such streets, highways, and public places for all areas delineated on said map for street and other public purposes as required under the Madera Municipal Code, this Agreement, and the Tentative Map.

- D. Owner is required to construct certain street, utility, and public improvements within the boundaries of said Final Tract Map. Owner shall, at the Owner's own cost and expense, construct all of the improvements, mentioned, all in accordance with and to the extent and as provided in those certain plans entitled, "Improvement Plans for Tract 19-S-06 Rancho Santa Fe Subdivision," as approved by the City Engineer and on file with the City Engineer of the City of Madera and the City of Madera Plans and Specifications, as amended. Said work shall include but shall not necessarily be limited to, all of the following: asphalt concrete paving, aggregate base, concrete curb and gutters, sidewalks, water and sewer mains, water and sewer services, storm drainage facilities, street lights, fire hydrants, gas, electric and communication lines, landscape district improvements, implementation of any and all Best Management Practices (BMP's) as outlined in the City's Storm Water Quality Management Program and Storm Water Pollution Prevention Plan on file in the office of the City Engineer, implementation of any and all BMP's to prevent the infiltration of storm water into the City's sanitary sewer collection system, and all other work, improvements or construction required by or mentioned in the above referenced plans and specifications and all appurtenances reasonably necessary to complete the aforementioned improvements. Except for streets not having direct residential access, installation of sidewalks may be deferred and constructed with residential development subsequent to the acceptance of the subdivision improvements so long as each and every house has an ADA accessible route to a collector or arterial adjacent to the subdivision prior to occupancy of any house.
- E. Reference is made hereby to (a) that certain subdivision map entitled, "Final Map of Tract No. 19-S-06 Rancho Santa Fe," (b) improvement construction plans, (c) those certain specifications on file in the office of the City Engineer entitled, "City of Madera Standard Plans and Specifications," and (d) "Madera Irrigation District Standards," as may be applicable this project, for a more particular description of the work and improvements generally outlined in this Agreement. Said subdivision map, plans and specifications referred to in this paragraph are hereby incorporated herein and made a part of this Agreement by reference thereto.
- F. Owner desires and agrees to complete the improvements and subdivide the Subject Property through the Subdivision Map Act process.
- G. City Council approval of said Final Tract Map to divide the property and acceptance of the dedications therein offered are subject to and on the condition precedent that Owner first enter into and execute this Agreement with the City and provide the City with all other things as required herein and/or as required by the City.
- H. Recordation of said Final Tract Map to divide the property therein offered are subject to and on the condition precedent that Owner first provide the City with such bonds, improvement securities, monies, insurance and Homeowners Association as required herein and/or as required by the City.

AGREEMENT

In consideration of the approval of the foregoing recitals which are made a substantive part of this Agreement and in consideration of the approval of the above-mentioned Final Tract Map by City for filing and recording as provided and required by law, Owner and City do hereby mutually agree as follows:

ARTICLE I. GENERAL PROVISIONS

A. AGREEMENT

This Agreement is entered into pursuant to California Government Code Section 66410 *et seq.* ("the Subdivision Map Act"), and Section 10-2.701 *et seq.* of Chapter 2 of Title X of the Madera Municipal Code. The provisions of this Agreement and the improvements to be constructed as required by the Subdivision Map Act and this Agreement are necessary and proper to safeguard and serve the public health, safety and welfare.

B. DEFINITIONS

Wherever used in the Agreement, the following words and phrases shall have the meaning herein given, unless the context requires a different meaning:

1. "Engineer" shall mean the City Engineer of the City of Madera, or duly authorized representative.
2. "Inspector" shall mean the City Engineer of the City of Madera, or his duly authorized representative.
3. "Standard Specifications" shall mean the City of Madera Standard Specifications, including attached details and amendments thereto.
4. "Division" shall mean and include the real property shown and described on the subdivision map as being divided into parcels, including street areas of adjacent existing public streets to the center lines thereof.
5. "Improvements" shall mean all work and improvements, including those depicted or required on the plans for the Final Map, which may include plans relating to sewer, water, streets, storm drainage, street lighting, concrete, paving, fencing, landscaping, irrigation, grading, and traffic signals.

C. DEVELOPMENT FEES

1. Development Impact Fees: Owner is obligated to pay all Development Impact Fees for sewer, wastewater treatment plant, water, storm drainage, parks, administrative, fire, general government, police, public works, streets, transportation and traffic signals in the amounts shown in the City's Master Fee Schedule, section "Development Impact Fees" on Exhibit "B" attached hereto and incorporated by reference. The impact fees shall be paid at time of application for each individual building permit in accordance with the fees in

place at the time of application.

2. Other Fees: In addition, Owner is obligated to pay plan check, improvement inspection, grading permit, building permit, encroachment permit, and similar miscellaneous fees as well as drainage and other utility fees required under the Madera Municipal Code and any resolution establishing fees and charges.
3. Fee Adjustments:
 - a) Development Impact Fees - In the event impact fees are updated as a result of recommendation included within any future Development Impact fee Study Report, Owner shall pay those adjusted fees with each building permit secured following adoption of said fees by the City Council.
 - b) Other Fees - In the event the improvements are not completed as set forth in Article II, Section D of this Agreement and an extension is secured by Owner, the City reserves the right to adjust the fees to those prevailing at the time of construction.

D. INDEMNIFICATION

Indemnity for Professional Liability: When the law establishes a professional standard of care for Owner's activities to the fullest extent permitted by law, Owner shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Owner (and its Subcontractors), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Owner (and its Subcontractors) and the City in the performance of professional activities under this agreement.

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

E. INSURANCE

Prior to the recordation of the Final Map, Owner or Owner's contractors shall furnish to City satisfactory evidence of an insurance policy written upon a form and by a company which meets with the approval of City insuring City and the City Engineer, their officers, agents and employees against loss or liability which may arise during the work or which may result from any of the work herein required to be done, including all costs of defending any claim arising as a result thereof. The minimum limits of such policy shall be in the amount of Five Million Dollars (\$5,000,000.00) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The general liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that Owner or its contractors and City and the City Engineer, their officers, agents and employees shall be additional insureds under such policies. An endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required. Any policy required by the Encroachment Permit shall include coverage for underground explosion and collapse. Said policy shall state by its terms and by an endorsement that said policy shall not be canceled until City shall have had at least thirty (30) days' notice in writing of such cancellation.

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.

F. NOTICE OF COMPLETION

The offers of dedication made on the Subdivision Map shall remain open but will not be accepted by the City until the City Council accepts the Improvements and authorizes the recording of a Notice of Completion. The City may accept such offers in its sole discretion at any later date without further notice to Owner. Until such time as City formally accepts the Improvements and any lands, rights of way or easements, Owner shall be responsible to maintain such lands, rights of way, easements and improvements in a safe condition and good repair.

Owner agrees that the use of any or all streets and improvements specified in this Agreement shall be at all times, prior to the final acceptance of the subdivision by City, at the sole and exclusive risk of Owner, and the issuance of any occupancy permits by City for dwellings located within the subdivision shall not be construed in any manner to be an acceptance or approval of any or all of the streets and improvements in the subdivision, or that stage of development of the streets and improvements represented by their condition at the time of issuance of any occupancy permits, or any stage of their development

reached during the period commencing with the issuance of any occupancy permit and terminating upon the final acceptance of the tract.

G. BONDS AND OTHER SECURITY

Prior to recording the Final Map, or unless otherwise indicated, Owner shall furnish to the City performance guarantees as provided herein. Bonds or other security instruments shall be maintained in full force and effect during the term of this Agreement and may be released, in whole or in part, only upon the written approval of the City Engineer whose actions shall be reasonable and consistent with the provisions of this Agreement. Owner shall provide the following as security:

1. Performance Security. Owner shall provide to City performance security in an amount no less than Three Million Eight Hundred Forty-One Thousand Two Hundred Eighty Dollars and Eighty-Five Cents (\$3,841,280.85) which amount is equal to one hundred percent (100%) of the total estimated cost of all required work to be completed as required in this Agreement. Said performance security shall be in the form of (i) a letter of credit, from a bank insured by FDIC, (ii) a performance bond issued by a surety authorized to conduct business in the State of California, (iii) or cash. All required securities must be in a form approved by City's attorney.
2. Payment Security. Owner shall provide to City payment security in an amount no less than One Million Nine Hundred Twenty Thousand Six Hundred Forty Dollars and Forty-Three Cents (\$1,920,640.43) which amount is equal to fifty percent (50%) of the estimated cost of all required work to secure payment to the contractor, his or her subcontractors, and persons renting equipment or furnishing labor or materials for such improvements. Said amount shall be determined by the City Engineer at the time such payment security is due when a successor in interest acquires fee simple interest in any portion of the property. Said payment security shall be in the form of (i) a letter of credit, from a bank insured by FDIC, (ii) a performance bond issued by a surety authorized to conduct business in the State of California, (iii) or cash. All required securities must be in a form approved by City's attorney.
3. Warranty Security. Owner shall remedy any defective work, labor or materials related to the Improvements, and shall pay City for any damage to the Improvements resulting therefrom, which occur within a period of one (1) year from the date of acceptance of the Improvements by the City. To ensure Owner complies with these obligations, on acceptance of the required work by the City Engineer, warranty security in the amount of the ten percent (10%) of the estimated cost of all required work shall be furnished to City in an amount no less than Three Hundred Eighty-Four Thousand One Hundred Twenty-Eight Dollars and Nine Cents (\$384,128.09). The warranty security shall serve as a

guarantee and warranty of the work for a period of one (1) year following acceptance against any defective work, labor or materials. The warranty security shall be released, less any amount required to be used for fulfillment of the warranty, one (1) year after final acceptance of the Improvements required under this Agreement.

H. MATERIALS AND LABOR

Owner and its contractors and subcontractors shall pay for any materials, provisions and other supplies or items used in, upon, for or about the performance of the work contracted to be done, and for any work or labor thereon of any kind and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor, and shall file with the City pursuant to section 3800 of the Labor Code a Certificate of Worker's Compensation and shall maintain a valid policy of Worker's Compensation Insurance for the duration of the period of construction or provide under penalty of perjury a satisfactory demonstration of exemption from coverage.

I. LIGHTING AND LANDSCAPING DISTRICT

The Owner agrees to complete annexation to or establishment of a Lighting and Landscaping District Zone of Benefit 21D pursuant to California Streets and Highway Code section 22500, *et. seq.*, and to maintain lighting and publicly landscaped areas until the City formally accepts the Improvements which are the subject of this Agreement. Prior to release and recordation of the Final Map, Owner shall, at Owner's sole cost and expense, submit to City all engineering reports, assessment data, and updated maps necessary to cause the Subject Property, to be annexed into Zone of Benefit 21D of the City-Wide Landscape and Lighting Assessment District. The annexation of the property into Zone of Benefit 21D shall be considered for recording concurrently with the City Council's consideration and approval of the Final Map. If annexation into Zone of Benefit 21D is not possible for any reason, the Owner shall cooperate with the City in forming a new Zone of Benefit or identification of another existing zone into which this subdivision can be annexed.

J. EASEMENTS

Owner shall grant City an easement for maintenance, repair or reconstruction of any water main or sewer main or other City-operated improvement which is constructed outside a dedicated public street.

K. FAILURE OF PERFORMANCE; ATTORNEY'S FEES

In addition to any other remedies provided in this Agreement or by law, in the event Owner fails to perform one or more of the covenants or conditions of this Agreement, City shall have recourse to the security given to guarantee the performance of such acts. City

may do, or cause to be done, those acts required of Owner, and shall have recourse against so much of the security as is necessary to discharge the responsibility of Owner. In the event City seeks recourse against a security, City shall also have recourse against Owner for any and all amounts necessary to complete the obligations of Owner in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Gov. Code, § 66499.4 incurred by the City, in addition to the costs of the Improvements, shall be a proper charge against the security and Owner.

In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded reasonable costs and attorney's fees as may be determined by the Court.

L. TIME OF THE ESSENCE

Time is of the essence of this Agreement, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.

M. SUCCESSORS AND ASSIGNS; COVENANT RUNNING WITH LAND

This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Official Records of the County of Madera concurrently with final map of the Subdivision and shall constitute a covenant running with the land and an equitable servitude upon the real property in the Subdivision.

N. INTEGRATION; INCORPORATION OF EXHIBITS

This Agreement is an integrated agreement, and includes the documents referenced herein and its Exhibits, which are included herewith and made a part of this Agreement. The Final Map has been recorded separately, and a copy is on file with the City Clerk. This Agreement supersedes all prior negotiations, representation, or agreements, whether written or oral.

O. CONDITIONS OF APPROVAL

Owner shall comply with all conditions of approval set forth in TSM 2018-04 approving the Tract Map as adopted on November 13, 2018 by the Planning Commission and TSM 2018-04 MOD approved by the Planning Department on October 24, 2019, including the requirements and conditions of the City Engineer, and all specifications or requirements set forth on the Final Map, all of which are on file with the City Clerk.

P. COMPLIANCE WITH LAW

In performing obligations set forth in this Agreement, Owner shall comply with all applicable laws, regulations, and rules of all local, state and federal governmental agencies having jurisdiction including, without limitation, applicable federal and state labor standards and environmental laws and regulations. Owner shall comply with the codes or ordinances of the City including the Madera Municipal Code and Building Codes.

Q. PREVAILING WAGES

Owner shall be required to comply with California Labor Code prevailing wage requirements for work required under this Agreement. Owner shall: (i) be required to pay, and shall cause its contractor and subcontractors to pay, prevailing wages for the construction of those specific Improvements for which Owner receives credits or reimbursements, if any, and those Improvements, if any, that are “public works” under Chapter 1, Part 7, Division 2 of the California Labor Code, including Section 1720(a); and (ii) comply with any applicable provisions of California Labor Code Sections 1720 *et seq.* and implementing regulations of the Department of Industrial Relations. Owner shall or shall cause its contractor and subcontractors to keep and retain such records as are necessary to determine that prevailing wages have been paid as may be required by law. During the construction of the Improvements, if any, Owner shall, or shall cause its contractor to, post at the Subject Property the applicable prevailing rates of per diem wages. As required by Section D of this Agreement, Owner shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Owner, its contractors and subcontractors) to pay prevailing wages as required by law or to comply with the other applicable provisions of California Labor Code Sections 1720 *et seq.* and the implementing regulations of the Department of Industrial Relations in connection with construction of any Improvements, if any, that are public improvements.

R. ENFORCEMENT OF OBLIGATIONS

City may enforce this Agreement in any manner available at law or in equity, including, but not limited to, reversion to acreage.

S. LIMITATIONS OF LEGAL ACTS

Except as provided by the following subsection entitled “Attorney’s Fees and Legal Expenses,” in no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed Owner’s sole legal remedy for breach or violation of this Agreement by City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

T. ATTORNEY'S FEES AND LEGAL EXPENSES

If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Agreement, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

U. OBLIGATION RUNNING WITH LAND

This Agreement shall burden the Subject Property described and constitute a covenant running with the land in favor of and for the benefit of City which shall be binding upon the successors, transferees, and heirs of Owner. Owner consents to the recordation of this Agreement with the Madera County Recorder.

V. WAIVER

The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

W. SUBORDINATION

Owner hereby warrants that any and all parties having record title interest in the Final Map which may ripen into a fee have subordinated to this Agreement and all such instruments of subordination, if any, are attached hereto and made a part of this Agreement.

X. NO ASSIGNMENT

No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by Owner without the written consent of City.

Y. CAPTIONS

Section, paragraph and other captions or headings contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or otherwise describe the scope or intent of the Agreement or any provision hereof and shall not affect in any way the meaning or interpretation of this Agreement.

Z. AMBIGUITIES OR UNCERTAINTIES

Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this Agreement, on the express understanding and agreement the Parties participated equally in the negotiation and preparation of the Agreement or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code §1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

AA. SEVERABLE PROVISIONS

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the validity or enforceability of the other provisions, which shall remain in full force and effect.

BB. RELEASE OF CONDITIONS

The conditions and obligations of this Agreement shall remain in full force and effect until such time as City Engineer issues a written release finding the conditions and obligations of this Agreement have been fully satisfied and are no longer required for public health and safety reasons and thereafter records such release with the Madera County Recorder.

CC. PIPES AND MONUMENTS

All pipes and monuments shown on the final subdivision map hereinafter referred to which are destroyed or displaced during construction operations shall be replaced by Subdivider at the time of the final inspection of the Improvements hereunder by City.

DD. OWNERSHIP OF IMPROVEMENTS

It is agreed that title and ownership of any public improvements constructed hereunder by Subdivider shall vest absolutely in City upon completion and acceptance of such Improvements by City.

EE. RELEASE OF BONDS AND SECURITIES

The release of bonds and securities called for herein shall not occur until: (1) the work provided for in this agreement and more specifically described in the plans and specifications herein referred to, is approved and accepted by the City Engineer; and (2), work not in conformance with said plans and specifications is removed from the project site to the satisfaction of the City Engineer.

FF. SUBDIVIDER NOT A CITY AGENT OR EMPLOYEE

It is mutually understood and agreed that neither Owner nor any of Owner's agents, contractors, or subcontractors are or shall be considered to be agents or employees of the City of Madera in connection with the performance of Owner's obligations under this Agreement.

GG. DEPOSIT FOR CORRECTION OF DEFICIENCIES

In addition to the improvement security hereinabove referred to, Subdivider shall concurrently deposit with the City not less than 1% of engineer's estimate in an amount no less than Thirty-Eight Thousand Four Hundred Twelve Dollars and Eighty-One Cents (\$38,412.81), which may be used at the discretion of the City to correct deficiencies and conditions caused by Subdivider or Subdivider's contractors during or after construction of the subdivision. Any unexpended amount thereof will be returned to Subdivider when all other bonds or improvement securities are released.

HH. REIMBURSEMENTS/FAIR SHARE CONTRIBUTIONS DUE FROM SUBDIVIDER

There are no reimbursements/fair share contributions due from Subdivider.

II. REIMBURSEMENTS TO BE PROVIDED TO SUBDIVIDER

In consideration of public improvements constructed through plans prepared by LandDesign Consulting, Inc., for Rancho Santa Fe Subdivision (Tract No. 19-S-06), the City agrees to reimburse the Owner reasonable costs for construction of the following public improvements:

1. West Cleveland Avenue

- (i) Street Construction – The center three lanes (includes median) of this street construction (40 feet) are eligible for reimbursement through the City's Impact Fee Program, subject to the availability of funds.
- (ii) Water Main Construction – The 2,151 linear feet of the difference in cost between a 12-inch water pipeline and an 8-inch water pipeline is eligible for

reimbursement through the City's Impact Fee Program, subject to availability of funds. Half of the 8-inch component is reimbursable from adjacent properties as they develop and connect, or in accordance with any agreement that may exist between Subdivider and an adjacent property(ies).

JJ. TERMS OF REIMBURSEMENTS TO BE PROVIDED TO OWNER

The following terms shall apply to any and all reimbursements to be provided to Owner.

- i. City agrees to reimburse Owner the City's proportionate share of the cost of improvements as determined by the City Engineer at his sole discretion and whose decision shall be final and as set forth below. At the discretion of the City Engineer any reimbursements shall be in the form of credits toward storm drainage, water main, water well, and street impact fees or from the collection of storm drainage, water main, water well and street impact fees or connection fees as applicable from other developments using said facilities as said fees are collected or a combination thereof. City shall not reimburse any expenses beyond the actual and reasonable cost of installing the improvements. All reimbursements are subject to the conditions precedent that the Owner shall have submitted a financial statement within ninety (90) days of the City's acceptance of the improvements, showing evidence of the actual cost of the improvements described in this agreement. Evidence shall be provided in the form of receipted bills, canceled checks and/or construction contracts. Failure to timely submit evidence shall void the reimbursement agreement as to any items not timely submitted or not supported by such evidence. Any cost to be reimbursed for administration or overhead shall not exceed the usual and customary cost for such expenses in the industry, and in no event shall they exceed fifteen percent (15%). Such cost shall be determined in the sole discretion of the City Engineer.
- ii. City does not guarantee reimbursement, where reimbursements are made from impact fees or connection fees as those fees are collected. The City shall have no responsibility for the delivery of the funds collected hereunder to Owner and only agrees to hold said funds collected and to make payment as directed by Owner upon contact by City. City will contact Owner within ninety (90) days of collection of funds at the

address as specified in this agreement or as may thereafter be provided in writing to the City Clerk of the City. City shall have no obligation to locate or determine the true address of Owner other than the addresses provided under this Agreement. If no contact has been made at the address provided under this Agreement, City shall hold such funds collected hereunder for a period of one (1) year. Undistributed funds shall then be paid into the appropriate Impact or Connection Fee fund and all responsibilities and liabilities of City shall terminate. City cannot and does not pledge itself in advance that such charges will be collected or that they are valid or that there will be proceeds for reimbursement, but only that pursuant to this agreement City will, as a condition precedent to the issuance of permits for the development of such properties, levy such charges. Owner acknowledges that impact fees may be used to reimburse other developers based on a first in time payment process and additionally, may be pledged for the payment or repayment of other improvements to be constructed by or for City in advance of reimbursement to Owner. In no event shall reimbursement exceed the Subdivider's cost of construction as adjusted by the Engineering News Record Construction Cost Index (CCI) as determined by the City Engineer based upon duly verified records submitted to the city within 90 days from the completion of such facilities and approved by the City Engineer. For the purpose of determining the adjustment in the CCI, the time begins upon acceptance of improvements by City Council after execution of the Agreement.

KK. ASSIGNABILITY OF AGREEMENT

This Agreement shall not be assignable by Owner without the express written consent of City. Subject to the limitations on assignment, this Agreement shall inure to the interest of the Parties hereto.

LL. VENUE

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Madera County, California.

MM. ACKNOWLEDGEMENT OF CONTENT

Each Party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Owner.

ARTICLE II. CONSTRUCTION REQUIREMENTS

A. STANDARD SPECIFICATIONS

All of the work and improvements and materials shall be performed, installed and provided in strict accordance with the City of Madera Standard Specifications incorporated herein by this reference, as though set forth in full. All of said work and improvements shall also comply with the requirements of the Madera Municipal Code. In case there are not any Standard specifications of the City for any said work, it is agreed that the same shall be done and performed in accordance with the standards and specifications of the State of California, Department of Transportation. All of said work and improvements and materials shall be done, performed and installed under the supervision of the City Engineer, under whose direction the work shall be inspected as it progresses.

Any work required under this Agreement shall also be performed, installed and provided in accordance with the standards of the State Water Resources Control Board, State Regional Water Quality Control Board, San Joaquin Unified Air Pollution Control District and those of other agencies identified in the Tentative Map Conditions of Approval insofar as they apply.

Until final acceptance of the Improvements, Owner shall give prominent and adequate warning to the public of each and every dangerous condition that may exist in the Subdivision and shall take all reasonable actions to protect the public from any such dangerous condition.

B. SCOPE OF IMPROVEMENTS

The work and Improvements, including those depicted or required on the plans for the Final Map, which may include plans relating to sewer, water, streets, storm drainage, street lighting, landscape and irrigation, grading, traffic signals, etc., as well as those required by Conditions of Approval (herein collectively referred to as "Improvements") are incorporated by reference and made a part of this Agreement.

C. APPROVED PLANS

Notwithstanding the fact that Owner's plans and specifications have been approved by the City, and that completion of the work and other acts are subject to approval of the City, it is understood and agreed that any approval by the City hereof shall in no way relieve Owner of satisfactorily performing said work or its obligations hereunder.

Owner agrees to perform and construct all work and improvements shown on the approved plans on file in the office of the City Engineer. Owner agrees it shall comply with Madera Municipal Code section 10-2.707(C), which gives the City the right to modify plans and specifications.

D. SCHEDULE

Owner shall perform the work and improvements hereinafter specified to the satisfaction of the City Engineer. Owner understands and agrees that the following schedule of work is intended to provide a guideline as to diligent prosecution of the work under this Agreement.

The Owner agrees to complete the improvements within 24 months from the recording of the Final Map as required by Madera Municipal Code Section 10-2.711.1 unless Owner requests an extension and is granted an extension by the City Council. Owner is responsible for following the extension request process under Madera Municipal Code Section 10-2.711.3.

If the construction of the Improvements shall be delayed without the fault of Owner, the time for completion thereof may be extended by the City in writing signed by the City Engineer for such period of time as City may deem reasonable. However, City reserves the right to not issue Certificates of Occupancies for any structures constructed within this tract until improvements are constructed to the satisfaction of the City Engineer. Without limitation of the foregoing sentence, it is agreed that City shall have right to determine whether to issue or withhold Certificates of Occupancy if there is then existing a breach or failure to properly perform the obligations of this agreement, or if issuance would not serve the public health, safety or welfare.

Concrete curbs and gutters, the sanitary sewer system and house connections, storm drainage pipeline and structures, together with water mains, gas mains and their respective service connection and all other underground services or facilities, shall be completed before starting the street surfacing.

E. COMPACTION AND MATERIALS TESTING

Compaction and soil tests shall be paid for by Owner and Owner shall contract with the soils lab directly. Street and utility trench tests shall be taken in varying locations,

depths, and frequencies as required and directed by the City Engineer. Compaction shall meet all City requirements.

F. CODES AND PERMITS

Owner shall comply with Street, Plumbing, Building, Electrical and Zoning Codes and any other Codes of the City and Owner shall secure an Encroachment Permit from City and the necessary insurance policies required under said permit before working on any City right-of-way or property.

Owner shall install all street improvements in accordance with City of Madera Standard Specifications, applicable sections of the State Standard Specifications, and the construction plans.

G. COORDINATION OF CONTRACTORS

It shall be the responsibility of Owner to coordinate all work done by its contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of City be placed in the position of making decisions that are the responsibility of Owner. It shall further be the responsibility of Owner to give the Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of Owner to notify the City Engineer may cause delay for which Owner shall be solely responsible.

H. INSPECTION

Whenever Owner varies the period during which work is carried on each day, Owner shall give due notice to the City Engineer so that proper inspection may be provided. Any work done in the absence of the City Engineer will be subject to rejection. The inspection of the work shall not relieve Owner of any of his obligations to fulfill the Agreement as prescribed. Defective work shall be made good and unsuitable materials will be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the City Engineer or Inspector and accepted.

I. REPAIR OF DAMAGED IMPROVEMENTS

Any damage to the water or sewer systems, concrete work or street paving, or other facilities and improvements constructed in connection with the Agreement that occurs after installation and prior to Final Acceptance shall be repaired to the satisfaction of the City Engineer by Owner before release of bond or final acceptance of completed work. City may, at its sole option, perform such repair or replacement if Owner has failed to commence such repair within 20 days after City has mailed written notice of the need for repairs or replacement to Owner and to Owner's surety. In such event, Owner agrees to

pay the cost of such repair and replacement by City, and City may at its option recover such cost as a lien against the Subdivision or the lands therein.

If City determines that public safety requires repairs or replacements to be made before Owner or surety can be notified, City may complete such repairs or replacements and recover the costs thereof as provided above.

J. DUST CONTROL

Adequate dust and mud control shall be maintained by Owner on all streets within and without the subdivision until the paving of the streets is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the subdivision. Whenever in the opinion of the City Engineer adequate dust control is not being maintained on any street or streets as required by this paragraph, the City Engineer shall give notice to Owner to comply with the provision of the paragraph forthwith. Such notice may be personally served upon Owner or, if Owner is not an individual, upon any person who has signed this Agreement on behalf of Owner or a superintendent or foreman of Owner's or Owner's subcontractor at the subdivision or, at the election of the Engineer, such notice may be mailed to Owner at his address on file with the City Engineer. If within 24 hours after such personal service of such notice or within 48 hours after the mailing thereof as herein provided, Owner shall not have commenced to maintain adequate dust control or shall at any time thereafter fail to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled, as he may deem advisable to eliminate the scattering of dust, by equipment and personnel of City or by contract as the City Engineer shall determine, and City may deduct the cost thereof from any deposits which the Owner has placed with the City. When the surfacing on any existing street is disturbed, this surfacing shall be replaced with temporary or permanent surfacing within fourteen (14) calendar days, and the roadway shall be maintained in a safe and passable condition at all times between the commencement and final completion, and adequate dust control shall be maintained during these operations.

K. STREET SURFACING AND UNDERGROUNDING OF UTILITIES

Owner agrees all existing overhead utilities within the boundaries of this subdivision, and on adjacent streets and/or alleys to the centerlines thereof shall be relocated into underground installations except for transformers consistent with the Construction Plans for Rancho Santa Fe Subdivision (Tract No. 19-S-06). All new utilities shall be undergrounded, and all work shall be completed before installation of street surfacing, if any.

L. STREET SWEEPING

Owner shall pay for sweeping of streets within this tract following installation of paving and prior to acceptance of the Improvements by the City. City may provide such street sweeping services at its sole discretion and convenience. Owner shall keep streets and gutters free of any mud, debris or materials. If Owner fails to maintain streets in such condition which allows sweeping, City may remove any debris and deduct the cost thereof from any deposits which the Owner has placed with the City.

M. WARRANTY

Owner warrants that construction will not adversely affect any portion of adjacent properties.

N. PRECONSTRUCTION MEETING

Owner agrees to meet with the City at a preconstruction meeting upon request of the City. Subcontractors for public improvements shall be required to attend. Failure to do so may result in a stoppage of work until a preconstruction meeting is held.

O. BUILDING MATERIALS RECYCLING

Owner agrees to participate in any building materials recycling program as directed by the City. Participation shall also be required by all sub-contractors for both public improvements and home construction, to fullest extent possible.

ARTICLE III. SPECIAL PROVISIONS

A. SUCCESSORS IN INTEREST: Successors in interest to any portion of the Subject Property shall comply with all terms and conditions of this Agreement. In particular, they shall provide all required insurance, bonds, and security to the City for that portion of any remaining Improvements which may yet to be completed at the time of transfer. Said insurance, bonds, and security must be provided to the City within 30 days of obtaining a fee interest in a portion of the Subject Property.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

APPROVED:

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

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

SUBDIVIDER/OWNER:

By: _____
Leo Pantoja, Vice President

ATTEST:

By: _____
Alicia Gonzales, City Clerk

NOTARY ACKNOWLEDGEMENT REQUIRED

EXHIBIT "A"
Legal Description

PARCEL 1:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 15 IN TOWNSHIP 11 SOUTH, RANGE 17 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 15, RUNNING THENCE ALONG THE EAST-WEST QUARTER SECTION LINE, SOUTH 89°58' EAST A DISTANCE OF 841.61 FEET TO A POINT; THENCE SOUTH 0°07' EAST A DISTANCE OF 417.0 FEET TO A POINT; THENCE NORTH 89°58' WEST AND PARALLEL WITH SAID EAST-WEST QUARTER SECTION LINE, A DISTANCE OF 838.0 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF SAID SECTION 15; THENCE ALONG SAID WEST LINE, NORTH 0°28' WEST, A DISTANCE OF 417.0 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION FIFTEEN (15), IN TOWNSHIP ELEVEN (11) SOUTH, RANGE SEVENTEEN (17) EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION, WHICH POINT IS NORTH 0°27' WEST, 564.55 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION; THENCE NORTH 0° 28' WEST, A DISTANCE OF 2082.45 FEET, MORE OR LESS, TO THE WEST QUARTER OF SAID SECTION; THENCE SOUTH 89°58' EAST, ALONG THE EAST AND WEST QUARTER SECTION LINE, A DISTANCE OF 841.61 FEET; THENCE SOUTH 0°07' EAST, 2082.45 FEET TO A POINT; THENCE NORTH 89°54' WEST, A DISTANCE OF 825.60 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTH 417.0 FEET THEREOF AS DESCRIBED IN DEED TO WM. E. MADERIOUS, ET UX, DATED DECEMBER 8, 1962 AND RECORDED ON FEBRUARY 1, 1963 IN BOOK 854 OF OFFICIAL RECORDS AT PAGE 151.

EXHIBIT "B"
Development Impact Fees

Impact Fee Category	SFD Fee	MFD Fee	Commercial Fee (sq.ft.)	Industrial Fee (sq.ft.)
Administrative impact fee	93.72	56.67	0.024	n/a
Fire department impact fees	336.75	247.38	0.036	0.0240
General government impact fees	231.04	168.92	0.012	n/a
Police department impact fee	541.63	398.87	0.072	0.0599
Parks department impact fee	2,652.57	1,945.29	n/a	n/a
Public Works impact fee	323.67	99.17	0.133	0.0970
Sewer additional obl. impact fee - northwest	185.27	134.05	0.048	[1]
Sewer additional obl. impact fee - northeast	992.81	724.72	0.169	[1]
Sewer additional obl. impact fee - southwest	569.97	381.43	0.193	[1]
Sewer additional obl. impact fee - southeast	1,495.21	1,093.07	0.278	[1]
Sewer additional obl. impact fee - SCCC	888.19	625.55	0.181	[1]
Sewer additional obl. impact fee - exist. area	135.14	93.72	0.024	[1]
Storm drain impact fee - northwest	2,028.12	1,044.03	1.330	0.5558
Storm drain impact fee - northeast	3,099.39	1,453.79	1.210	0.5558
Storm drain impact fee - southwest	1,250.00	559.07	1.188	0.5558
Storm drain impact fee - southeast	3,472.10	1,394.94	1.090	0.5558
Storm drain impact fee - existing service area	1,132.30	545.99	0.632	0.5558
Storm drain impact fee - SCCC	n/a	n/a	n/a	n/a
Sewer exist. obl. impact fee - northwest	272.45	272.45	0.036	\$272/unit [1]
Sewer exist. obl. impact fee - northeast	272.45	272.45	0.036	\$272/unit [1]
Sewer exist. obl. impact fee - southwest	272.45	272.45	0.036	\$272/unit [1]
Sewer exist. obl. impact fee - southeast	716.00	716.00	0.085	\$716/unit [1]
Sewer exist. obl. impact fee - SCCC	n/a	n/a	n/a	n/a
Streets 16 ft. arterial street median island	387.97	237.58	0.142	n/a
Streets 24 ft. collector street lane	697.47	428.29	0.251	n/a
Streets 12 ft. arterial street lane	697.47	428.29	0.251	n/a
Transportation facility impact fee - city wide	951.40	584.13	0.254	0.3869
Traffic signals	235.40	144.94	0.087	n/a
Water impact fees - pipes	283.33	151.48	0.133	n/a
Wastewater treatment plan impact fee	1,314.30	923.06	0.763	1.5148
Water impact fees - Wells	562.34	300.78	0.072	[2]
Industrial Fee Notes [1] Westberry Blvd/Ellis Street interceptor to be based on a dwelling unit equivalency at \$272 per unit. Road 28 interceptor to be based on a dwelling unit equivalency at \$716 per unit. [2] A minimum of \$413 or the amount determined by the City Engineer by multiplying \$413 for water supply by either (1) the proposed users estimated daily use in gallons per day divided by 1050, or (2) the estimated number of employees divided by 6, whichever is greater.				

Attachment 2

Resolution

Confirmation of the Diagram and Assessments for Zone of Benefit 21D

RESOLUTION NO. 20-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION OF RANCHO SANTA FE SUBDIVISION (TRACT NO. 19-S-06) INTO ZONE OF BENEFIT 21D; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 21D FOR FISCAL YEAR (FY) 2020/21 AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

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

WHEREAS, the recommended assessments for FY 2020/21 reflect the cost of landscape maintenance provided by the City for said fiscal year; and

WHEREAS, all of the owners of property proposed to be annexed to the Zone of Benefit 21D of said District consisting of Rancho Santa Fe Subdivision (Tract No. 19-S-06), as described in Exhibit "A" attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of engineer's report, or both;

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

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

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

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

1. The above recitals are true and correct.
2. That the public interest and convenience require that certain property described in Exhibit "A" and as diagramed in Exhibit "B," both of which are attached hereto and

by reference incorporated herein, be annexed to City Landscape Maintenance District as Zone of Benefit 21D for the maintenance and servicing of landscaping facilities.

3. The City Council hereby confirms the diagram and annual assessments and levies the assessments for FY 2020/21 for the same, as identified in Exhibits "A," "B" and "C," and as set forth in "Covenant Landscape Maintenance District Zone of Benefit 21D."
4. Pursuant to Section 22641 of the Streets and Highways Code, the City Clerk is authorized and directed to forthwith file the diagram and assessments with Auditor of Madera County.
5. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A

Legal Description

PARCEL 1:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 15 IN TOWNSHIP 11 SOUTH, RANGE 17 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

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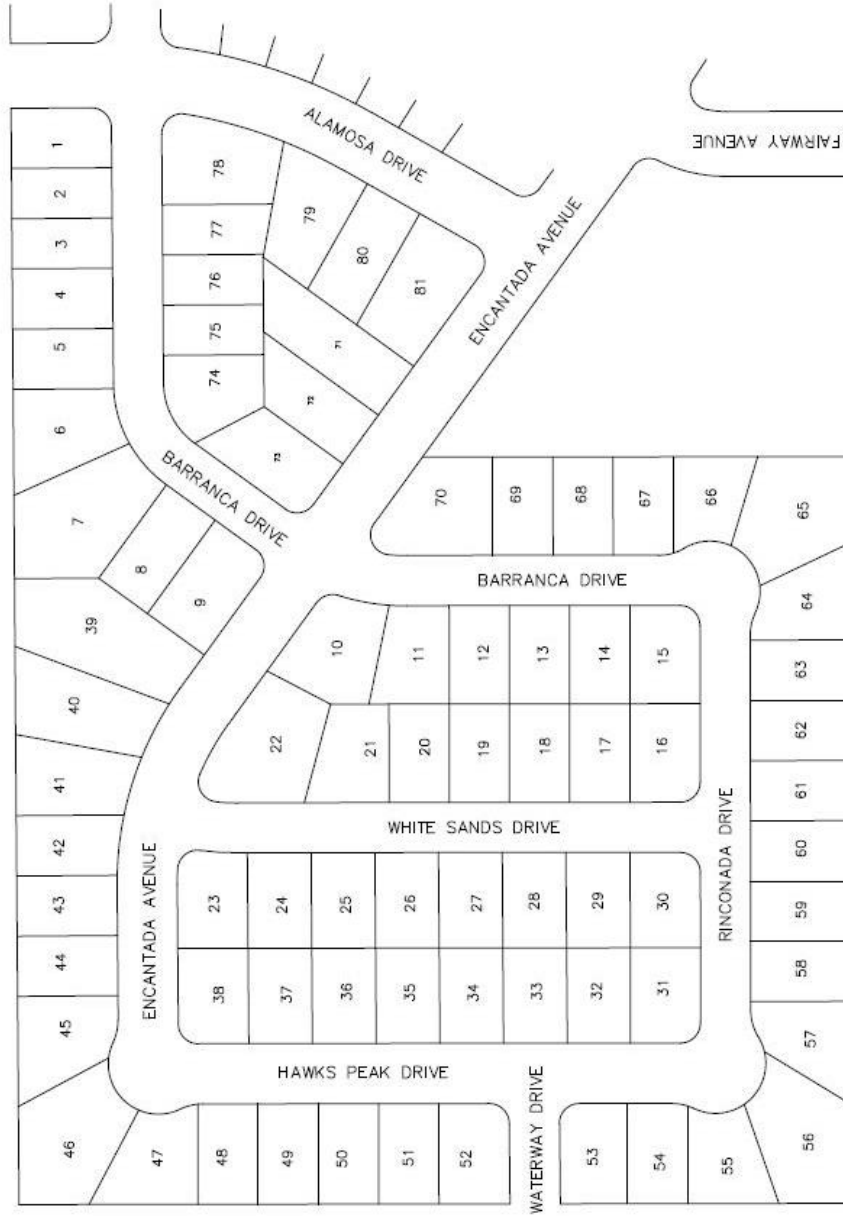
BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION, WHICH POINT IS NORTH 0°27' WEST, 564.55 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION; THENCE NORTH 0° 28' WEST, A DISTANCE OF 2082.45 FEET, MORE OR LESS, TO THE WEST QUARTER OF SAID SECTION; THENCE SOUTH 89°58' EAST, ALONG THE EAST AND WEST QUARTER SECTION LINE, A DISTANCE OF 841.61 FEET; THENCE SOUTH 0°07' EAST, 2082.45 FEET TO A POINT; THENCE NORTH 89°54' WEST, A DISTANCE OF 825.60 FEET TO THE POINT OF BEGINNING.

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Exhibit B

Assessment Diagram

SEE PAGE 2





NTS

CITY OF MADERA

RANCHO SANTA FE

TRACT 19-S-06

REV. MARCH 2020

LEGEND

— PARCEL LOT BOUNDARY

— ASSESSOR'S BOUNDARY

1 SUBDIVISION PARCEL LETTER/NUMBER

ASSESSMENT DIAGRAM

INCLUSION OF RANCHO SANTA FE - TRACT 19-S-06

INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 21D

CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

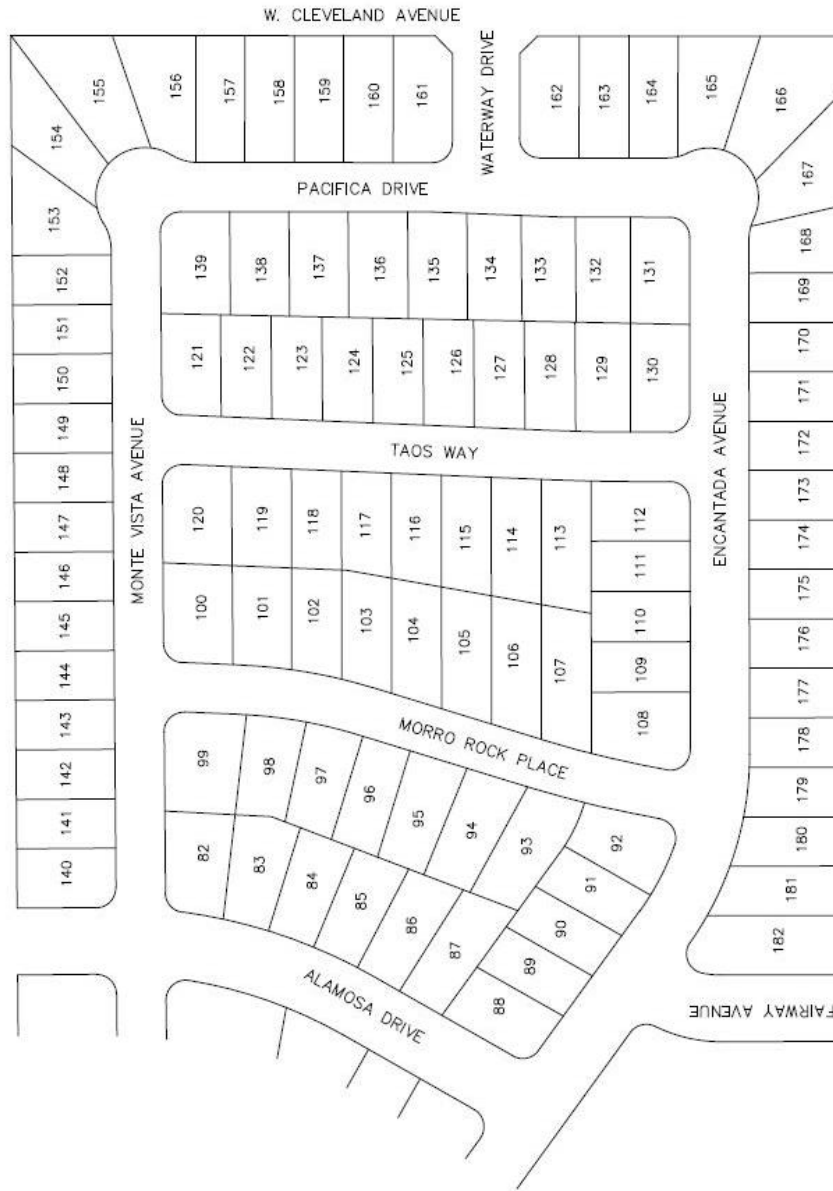
PAGE 1 OF 2

ASSESSMENT DIAGRAM

INCLUSION OF RANCHO SANTA FE - TRACT 19-S-06

INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 21D

CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA



SEE PAGE 1



NTS

- LEGEND
- PARCEL LOT BOUNDARY
 - ASSESSOR'S BOUNDARY
 - 1 SUBDIVISION PARCEL LETTER/NUMBER

PAGE 2 OF 2

ASSESSMENT DIAGRAM

INCLUSION OF RANCHO SANTA FE - TRACT 19-S-06
 INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 21D
 CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
RANCHO SANTA FE
TRACT 19-S-06
REV. MARCH 2020

Exhibit C

Assessment Amounts (Sheet 1 of 10)

Lot	Owner	Assessment Amount (FY 2020/2021)
1	KB Home South Bay Inc., A California Corporation	\$ 31.00
2	KB Home South Bay Inc., A California Corporation	\$ 31.00
3	KB Home South Bay Inc., A California Corporation	\$ 31.00
4	KB Home South Bay Inc., A California Corporation	\$ 31.00
5	KB Home South Bay Inc., A California Corporation	\$ 31.00
6	KB Home South Bay Inc., A California Corporation	\$ 31.00
7	KB Home South Bay Inc., A California Corporation	\$ 31.00
8	KB Home South Bay Inc., A California Corporation	\$ 31.00
9	KB Home South Bay Inc., A California Corporation	\$ 31.00
10	KB Home South Bay Inc., A California Corporation	\$ 31.00
11	KB Home South Bay Inc., A California Corporation	\$ 31.00
12	KB Home South Bay Inc., A California Corporation	\$ 31.00
13	KB Home South Bay Inc., A California Corporation	\$ 31.00
14	KB Home South Bay Inc., A California Corporation	\$ 31.00
15	KB Home South Bay Inc., A California Corporation	\$ 31.00
16	KB Home South Bay Inc., A California Corporation	\$ 31.00
17	KB Home South Bay Inc., A California Corporation	\$ 31.00
18	KB Home South Bay Inc., A California Corporation	\$ 31.00
19	KB Home South Bay Inc., A California Corporation	\$ 31.00
20	KB Home South Bay Inc., A California Corporation	\$ 31.00

Assessment Amounts (Sheet 2 of 10)

21	KB Home South Bay Inc., A California Corporation	\$ 31.00
22	KB Home South Bay Inc., A California Corporation	\$ 31.00
23	KB Home South Bay Inc., A California Corporation	\$ 31.00
24	KB Home South Bay Inc., A California Corporation	\$ 31.00
25	KB Home South Bay Inc., A California Corporation	\$ 31.00
26	KB Home South Bay Inc., A California Corporation	\$ 31.00
27	KB Home South Bay Inc., A California Corporation	\$ 31.00
28	KB Home South Bay Inc., A California Corporation	\$ 31.00
29	KB Home South Bay Inc., A California Corporation	\$ 31.00
30	KB Home South Bay Inc., A California Corporation	\$ 31.00
31	KB Home South Bay Inc., A California Corporation	\$ 31.00
32	KB Home South Bay Inc., A California Corporation	\$ 31.00
33	KB Home South Bay Inc., A California Corporation	\$ 31.00
34	KB Home South Bay Inc., A California Corporation	\$ 31.00
35	KB Home South Bay Inc., A California Corporation	\$ 31.00
36	KB Home South Bay Inc., A California Corporation	\$ 31.00
37	KB Home South Bay Inc., A California Corporation	\$ 31.00
38	KB Home South Bay Inc., A California Corporation	\$ 31.00
39	KB Home South Bay Inc., A California Corporation	\$ 31.00
40	KB Home South Bay Inc., A California Corporation	\$ 31.00

Assessment Amounts (Sheet 3 of 10)

41	KB Home South Bay Inc., A California Corporation	\$	31.00
42	KB Home South Bay Inc., A California Corporation	\$	31.00
43	KB Home South Bay Inc., A California Corporation	\$	31.00
44	KB Home South Bay Inc., A California Corporation	\$	31.00
45	KB Home South Bay Inc., A California Corporation	\$	31.00
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57	KB Home South Bay Inc., A California Corporation	\$	31.00
58	KB Home South Bay Inc., A California Corporation	\$	31.00
59	KB Home South Bay Inc., A California Corporation	\$	31.00
60	KB Home South Bay Inc., A California Corporation	\$	31.00

Assessment Amounts (Sheet 4 of 10)

61	KB Home South Bay Inc., A California Corporation	\$	31.00
62	KB Home South Bay Inc., A California Corporation	\$	31.00
63	KB Home South Bay Inc., A California Corporation	\$	31.00
64	KB Home South Bay Inc., A California Corporation	\$	31.00
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67	KB Home South Bay Inc., A California Corporation	\$	31.00
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77	KB Home South Bay Inc., A California Corporation	\$	31.00
78	KB Home South Bay Inc., A California Corporation	\$	31.00
79	KB Home South Bay Inc., A California Corporation	\$	31.00
80	KB Home South Bay Inc., A California Corporation	\$	31.00

Assessment Amounts (Sheet 5 of 10)

81	KB Home South Bay Inc., A California Corporation	\$	31.00
82	KB Home South Bay Inc., A California Corporation	\$	31.00
83	KB Home South Bay Inc., A California Corporation	\$	31.00
84	KB Home South Bay Inc., A California Corporation	\$	31.00
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95	KB Home South Bay Inc., A California Corporation	\$	31.00
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97	KB Home South Bay Inc., A California Corporation	\$	31.00
98	KB Home South Bay Inc., A California Corporation	\$	31.00
99	KB Home South Bay Inc., A California Corporation	\$	31.00
100	KB Home South Bay Inc., A California Corporation	\$	31.00

Assessment Amounts (Sheet 6 of 10)

101	KB Home South Bay Inc., A California Corporation	\$ 31.00
102	KB Home South Bay Inc., A California Corporation	\$ 31.00
103	KB Home South Bay Inc., A California Corporation	\$ 31.00
104	KB Home South Bay Inc., A California Corporation	\$ 31.00
105	KB Home South Bay Inc., A California Corporation	\$ 31.00
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117	KB Home South Bay Inc., A California Corporation	\$ 31.00
118	KB Home South Bay Inc., A California Corporation	\$ 31.00
119	KB Home South Bay Inc., A California Corporation	\$ 31.00
120	KB Home South Bay Inc., A California Corporation	\$ 31.00

Assessment Amounts (Sheet 7 of 10)

121	KB Home South Bay Inc., A California Corporation	\$ 31.00
122	KB Home South Bay Inc., A California Corporation	\$ 31.00
123	KB Home South Bay Inc., A California Corporation	\$ 31.00
124	KB Home South Bay Inc., A California Corporation	\$ 31.00
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135	KB Home South Bay Inc., A California Corporation	\$ 31.00
136	KB Home South Bay Inc., A California Corporation	\$ 31.00
137	KB Home South Bay Inc., A California Corporation	\$ 31.00
138	KB Home South Bay Inc., A California Corporation	\$ 31.00
139	KB Home South Bay Inc., A California Corporation	\$ 31.00
140	KB Home South Bay Inc., A California Corporation	\$ 31.00

Assessment Amounts (Sheet 8 of 10)

141	KB Home South Bay Inc., A California Corporation	\$	31.00
142	KB Home South Bay Inc., A California Corporation	\$	31.00
143	KB Home South Bay Inc., A California Corporation	\$	31.00
144	KB Home South Bay Inc., A California Corporation	\$	31.00
145	KB Home South Bay Inc., A California Corporation	\$	31.00
146	KB Home South Bay Inc., A California Corporation	\$	31.00
147	KB Home South Bay Inc., A California Corporation	\$	31.00
148	KB Home South Bay Inc., A California Corporation	\$	31.00
149	KB Home South Bay Inc., A California Corporation	\$	31.00
150	KB Home South Bay Inc., A California Corporation	\$	31.00
151	KB Home South Bay Inc., A California Corporation	\$	31.00
152	KB Home South Bay Inc., A California Corporation	\$	31.00
153	KB Home South Bay Inc., A California Corporation	\$	31.00
154	KB Home South Bay Inc., A California Corporation	\$	31.00
155	KB Home South Bay Inc., A California Corporation	\$	31.00
156	KB Home South Bay Inc., A California Corporation	\$	31.00
157	KB Home South Bay Inc., A California Corporation	\$	31.00
158	KB Home South Bay Inc., A California Corporation	\$	31.00
159	KB Home South Bay Inc., A California Corporation	\$	31.00
160	KB Home South Bay Inc., A California Corporation	\$	31.00

Assessment Amounts (Sheet 9 of 10)

161	KB Home South Bay Inc., A California Corporation	\$ 31.00
162	KB Home South Bay Inc., A California Corporation	\$ 31.00
163	KB Home South Bay Inc., A California Corporation	\$ 31.00
164	KB Home South Bay Inc., A California Corporation	\$ 31.00
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175	KB Home South Bay Inc., A California Corporation	\$ 31.00
176	KB Home South Bay Inc., A California Corporation	\$ 31.00
177	KB Home South Bay Inc., A California Corporation	\$ 31.00
178	KB Home South Bay Inc., A California Corporation	\$ 31.00
179	KB Home South Bay Inc., A California Corporation	\$ 31.00
180	KB Home South Bay Inc., A California Corporation	\$ 31.00

Assessment Amounts (Sheet 10 of 10)

181	KB Home South Bay Inc., A California Corporation	\$	31.00
182	KB Home South Bay Inc., A California Corporation	\$	31.00

Attachment 3

LMD Covenant

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

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

**COVENANT
LANDSCAPE MAINTENANCE DISTRICT
ZONE OF BENEFIT 21D**

WHEREAS, KB Home South Bay Inc., A California Corporation, hereinafter referred to as “Covenantor,” is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as “Subject Property” and more particularly described in attached Exhibit “A” which is incorporated by reference; and

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

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

WHEREAS, Covenantor is required by the City as a condition of Tentative Subdivision Map (TSM) 2018-04 and Rezone (REZ) 2018-02 approval and the Improvement Agreement to annex to the City’s Landscape Maintenance District; and

WHEREAS, the Planning Commission on November 13, 2018 approved Tentative Subdivision Map TSM 2018-04 and Rezone REZ 2018-02 and the Planning Department on October 24, 2019 approved Tentative Subdivision Map TSM 2018-04 MOD for the Rancho Santa Fe Subdivision (Tract No. 19-S-06) which provided for the annexation of this

subdivision into the aforementioned Zone of Benefit; and

WHEREAS, maintenance of the landscaping associated with the Subject Property shall be the responsibility of the City's Landscape Maintenance District subject to acceptance of the subdivision and all improvements including said landscaping.

NOW, THEREFORE, it is agreed:

1. In consideration of the foregoing and the approval of the Tentative Subdivision Map and Rezone for the residential parcels, by the City of Madera, the undersigned hereby covenants, promises and agrees with the City of Madera for the benefit of said City.

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

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

4. The Covenantor consents to an annual assessment on the Subject Property currently in an amount not to exceed \$31.00 per dwelling unit. The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The

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

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

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

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

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

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

10. The Covenant shall be released and be of no further effect upon written determination by the undersigned and the City Engineer of the City of Madera that its continued existence and enforcement are no longer necessary.

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

12. This Covenant shall be effective on April 1, 2020.

IN WITNESS WHEREOF, the parties duly executed this Covenant.

CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

APPROVED:

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

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

COVENANTOR:

By: _____
Leo Pantoja, Vice President

ATTEST:

By: _____
Alicia Gonzales, City Clerk

**NOTARY ACKNOWLEDGEMENT
REQUIRED**

EXHIBIT "A"
Legal Description

PARCEL 1:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 15 IN TOWNSHIP 11 SOUTH, RANGE 17 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 15, RUNNING THENCE ALONG THE EAST-WEST QUARTER SECTION LINE, SOUTH 89°58' EAST A DISTANCE OF 841.61 FEET TO A POINT; THENCE SOUTH 0°07' EAST A DISTANCE OF 417.0 FEET TO A POINT; THENCE NORTH 89°58' WEST AND PARALLEL WITH SAID EAST-WEST QUARTER SECTION LINE, A DISTANCE OF 838.0 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF SAID SECTION 15; THENCE ALONG SAID WEST LINE, NORTH 0°28' WEST, A DISTANCE OF 417.0 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION FIFTEEN (15), IN TOWNSHIP ELEVEN (11) SOUTH, RANGE SEVENTEEN (17) EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION, WHICH POINT IS NORTH 0°27' WEST, 564.55 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION; THENCE NORTH 0° 28' WEST, A DISTANCE OF 2082.45 FEET, MORE OR LESS, TO THE WEST QUARTER OF SAID SECTION; THENCE SOUTH 89°58' EAST, ALONG THE EAST AND WEST QUARTER SECTION LINE, A DISTANCE OF 841.61 FEET; THENCE SOUTH 0°07' EAST, 2082.45 FEET TO A POINT; THENCE NORTH 89°54' WEST, A DISTANCE OF 825.60 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTH 417.0 FEET THEREOF AS DESCRIBED IN DEED TO WM. E. MADERIOUS, ET UX, DATED DECEMBER 8, 1962 AND RECORDED ON FEBRUARY 1, 1963 IN BOOK 854 OF OFFICIAL RECORDS AT PAGE 151.

Attachment 4

LMD Zone Map

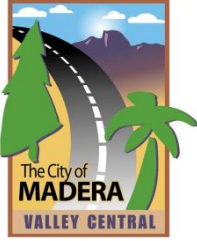
Attachment 5

Project Location Map

LOCATION MAP



CITY OF MADERA ENGINEERING DEPARTMENT 205 W. 4TH STREET MADERA, CA 93637	RANCHO SANTA FE TRACT 19-S-06	DR BY: <u>EP</u> CH BY: <u>TL</u> DATE: <u>3/4/20</u> SCALE: <u>NTS</u> SHT <u>1</u> OF <u>1</u>
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REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: April 1, 2020



Department Director



Arnoldo Rodriguez, City Manager

Agenda Number: B-7

SUBJECT:

Consideration of a Minute Order of the Madera City Council Authorizing the Mayor to Sign a Letter of Support for Madera County's Local Complete Count Committee in Their Efforts to Gain Partnership from Madera's Small Businesses and the Faith-Based Community in Encouraging Participation in and to Promote 2020 Census Across Their Networks

RECOMMENDATION:

Staff recommends the City Council (Council) adopt a Minute Order authorizing the Mayor to sign a letter of support for Madera County's Local Complete Count Committee (LCCC) in their efforts to pursue partnership with Madera's small businesses and the faith-based community, to collaborate in encouraging their respective audiences to participate in the 2020 Census and to support current outreach and promotional efforts.

SUMMARY:

The contents of the letter of support (Attachment 1), is generally as follows:

- Requests help from the business and the faith-based community to encourage their respective audiences to make sure the Census 2020 count is the most up-to-date, complete and accurate count possible.
- Provides details about how every person including a child born on April 1st counts, and each person counted is estimated to be worth up to \$2,000 each year, for the next 10 years, when accounting for federal dollars provided to counties and cities, based on census population data.
- How the count ensures Madera county obtains its fair share of allocated dollars to pay for schools, community programs and services, job programs, housing, healthcare, better roads and transportation, etc.

- Because of COVID-19's impact, getting the word out is needed now more than ever.

FINANCIAL IMPACT:

Authorizing the Mayor to sign the letter does not impact the General Fund or any other City budget. The letters' copying, envelopes and postage will be entirely covered by Madera County's LCCC 2020 budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The letter of support is consistent with the following Vision Strategies and Action:

Strategy 102: Public Involvement: Develop and promote a community involvement plan to provide on-going information and opportunities for community input and participation concerning growth.

Action 102.1: Develop a communications plan to reach diverse audiences including but not limited to: publications, mailings, broadcast and electronic delivery.

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

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

Strategy 135: Affordable, Accessible Housing: Ensure adequate supply of affordable, accessible and barrier-free housing city-wide.

Strategy 136: Transitional Housing: Promote transitional housing to ensure the homeless have safe shelter.

Strategy 151: Downtown Revitalization: Promote the comprehensive revitalization of downtown Madera.

Strategy 201: Business Update to General Plan: Update City of Madera General Plan to encourage retail, mixed retail/residential, entertainment and cultural business development.

Strategy 215: Educational and Occupational Opportunities: Ensure educational and occupational opportunities are available for all Maderans.

Strategy 321: Accessible, Affordable Education: Develop a focus on accessible and affordable higher education for community members.

Strategy 325: Growth and Education Opportunities: Develop programs to offer growth and educational opportunities to all levels of students.

Strategy 331: Workforce Capacity: Expand and diversify business opportunities with Madera to provide workforce capacity.

ALTERNATIVES:

Potential Council options include:

1. Deny the Minute Order authorizing the Mayor to sign the letter in support of the LCCC's efforts.
2. Council may direct staff to research alternative options for the letter.

ATTACHMENTS:

1. Letter of Support



OFFICE OF THE MAYOR

Andrew Medellin, Mayor

April 1, 2020

Dear Business and Faith-Based Community Partners:

By way of introduction, I am the Mayor of the City of Madera (City), which is a member of the Madera County's Local Complete Count Committee (LCCC) for Census 2020. On behalf of the LCCC, and the City's participation in its efforts, I am requesting your help in making sure that this decennial, the 2020 Census is the most up-to-date, complete and accurate population count possible. Every person, including a child born on April 1st, counts for 2020 Census.

The LCCC would like to maximize opportunities to better leverage local participation and to ensure that 100% of all residents in Madera County are counted. Each person counted is estimated to be worth up to \$2,000 each year, for the next ten years, when accounting for federal dollars provided to counties and cities based on census population data. Getting our fair share of tax dollars for county programs and city services ensures that the local government can pay for schools, community programs and services, job programs, housing projects, healthcare services, better roads and transportation, and other essential services.

As a major stakeholder in the Madera business and the faith-based community, I am reaching out to you to help us spread the word about the importance of participating in Census 2020 and by promoting it through banners, yard signs, and posters. This will help create a buzz in our community, to ensure that we reach our goal of a 100% count, where everyone in Madera County will be counted!

In the next few days you will get a follow-up call from the LCCC coordinator to further this conversation.

Thank you in advance for your courtesy and anticipated cooperation.

Very truly yours,

Andrew J. Medellin
Mayor



OFICINA del ALCALDE

Andrew Medellin, Alcalde

1 de abril del 2020

Estimados socios de comercio y respetable líderes de fe:

A modo de introducción, soy el alcalde de la Ciudad de Madera (Ciudad), que es miembro del Comité Local del Censo Completo del Condado de Madera (LCCC por sus siglas en inglés) para el Censo 2020. En nombre del LCCC, y de la participación de la Ciudad en sus esfuerzos, solicito su ayuda para asegurarme de que este decenal, el Censo 2020, sea el recuento de población más actualizado, completo y más exacto posible. Cada persona, incluyendo un niño nacido el 1ro de abril, cuenta para el Censo 2020.

El LCCC desea maximizar las oportunidades para mejor aprovechar la participación local y garantizar que se cuente el 100% de todos los residentes en el condado de Madera. Se estima que cada persona contada tiene un valor de hasta \$2,000 cada año, durante los próximos diez años, al contabilizar los dólares federales proporcionados a los condados y ciudades según los datos de la población del censo. Obtener nuestra proporción justa del dinero de los impuestos para los programas del condado y los servicios de la ciudad, garantiza que el gobierno local pueda pagar las escuelas, los programas y servicios comunitarios, los programas de trabajo, los proyectos de vivienda, los servicios de atención médica, las mejoras de carreteras/transporte, y otros servicios esenciales.

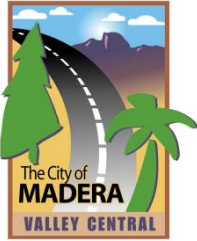
Como su organización es una de las principales en el comercio o basada en la fe, en la comunidad de Madera, me estoy comunicando con usted para pedirle ayuda a difundir la importancia de participar en el Censo 2020 y promocionarlo a través de pancartas, carteles y letreros. Esto ayudará a crear entusiasmo en nuestra comunidad hacia el censo, para garantizar que alcancemos nuestra meta de contar al 100% de nuestra población. ¡Donde todos en el Condado de Madera serán contados!

En los próximos días, recibirá una llamada del coordinador de LCCC para continuar esta conversación, y le ofrecerá letreros y pancartas para poner en su edificio, iglesia, o lugar de comercio.

Gracias de antemano por su cortesía y cooperación.

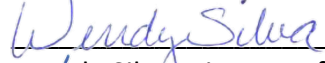
Muy atentamente,

Andrew J. Medellin
Alcalde

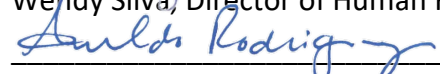


REPORT TO CITY COUNCIL

Approved by:



Wendy Silva, Director of Human Resources



Arnaldo Rodriguez, City Manager

Council Meeting of: April 1, 2020

Agenda Number: B-8

SUBJECT:

Consideration of Adopting a Resolution Approving a Master Services and License Agreement with Ebix, Inc., for Access to RiskEnvision Software and Authorizing the Mayor to Execute the Agreement

RECOMMENDATION:

It is recommended that the City Council (Council) adopt the resolution approving the agreement for RiskEnvision access with Ebix, Inc., and authorizing the Mayor to execute the agreement.

SUMMARY:

The risk management functions performed within the City's Human Resources (HR) Department include management of worker's compensation claims, tort liability claims and related litigation, and property damage recovery claims. The City currently uses different methods for tracking and maintaining information on each of these claim types. The proposed agreement for RiskEnvision software will allow consolidation of information into a single data source for record keeping and claims management.

DISCUSSION:

As part of its risk management functions, the HR Department acts as the central processing unit for the City's worker's compensation claims, tort liability claims and any related lawsuits, and property damage recovery claims. Currently, information related to management of these claims is tracked as follows:

- *Worker's Compensation Claims:* Staff utilizes a purchased database software product from Ebix, Inc., called CompWatch. The software was purchased outright many years ago and the City pays a \$440 per year ongoing product support fee. The City has been advised that ongoing support for the CompWatch program has ceased as the product has been

phased out of Ebix' offerings. The software is used to track lost time, modified duty days, upcoming medical appointments for which we expect reports to be received, general claim information and status, and data for Occupational Safety and Health Administration (OSHA) required reporting. It should be noted that of the three claim types noted, management of workers' compensation claims is the largest sector of claim types.

- *Tort Liability Claims and Litigation:* Staff utilizes an Access Database that was created as a class project by high school students in another city and brought to Madera by a former HR Director. The database has many broken elements that have stopped working over time and staff has been forced to supplement with Excel spreadsheet tracking of claims for some data points.
- *Property Damage Recovery Claims:* Staff utilizes Excel spreadsheets to track claims filed, total monies recovered, and total outstanding claims.

When the City moved to the Tyler Munis Enterprise Resource System (Munis), staff's intent was to utilize the Risk Management module offered within that system to consolidate all claim types into a central database. However, after reviewing the actual module, it was found to be deficient to track anything other than personal injury claims. Staff inquired of Tyler if the City could purchase a build-out of the Risk Management module so that it could be used for all types of claims; Tyler advised that this was not in line with their products strategy roadmap at this time. The City could implement the Tyler Munis Risk Management Module for personal injury claims only, however this will still maintain the inefficiencies created by multiple tracking systems and the Munis system does not have the capabilities of generating OSHA required reports.

In advising staff that the CompWatch program would no longer be supported, Ebix offered a hosted solution called RiskEnvision as an alternative. HR staff previewed a product demonstration and confirmed that RiskEnvision can be used to track, monitor, and manage all claim types that staff routinely works with in a single system. In addition, based on its historical use of the CompWatch program, staff is familiar with Ebix's level of customer support and customer service; they are very responsive when the City has experienced database issues in the past.

Ebix initially proposed implementation services of \$2,525 with ongoing monthly fees of \$340 for RiskEnvision. HR staff reviewed the fee components with Ebix staff and was able to negotiate an initial implementation fee of \$1,570 with ongoing monthly fees at \$220, or \$2,640 in annual fees.

In addition to discussions with Ebix, HR staff also researched other vendors. IndustrySafe was identified as a viable option that would provide a single platform for all claim type management. Staff reviewed a product demonstration and received a quote that included \$5,500 in implementation fees and \$12,600 in ongoing annual costs. Staff attempted to negotiate a lower rate and was able to obtain a revised quote that discounted implementation fees to \$0, but had ongoing annual maintenance costs of \$8,100. This still exceeded the Ebix quote.

Table 1. Summary of Quotes		
Vendor	Implementation Fees	Annual Maintenance Fees
Tyler Munis	Declined to Quote	
Ebix RiskEnvision	\$1,570	\$2,640
IndustrySafe	\$0	\$8,100

Staff is recommending entering into an agreement with Ebix for access to their RiskEnvision product. The software will be hosted by Ebix and data will be cloud-based.

FINANCIAL IMPACT:

The existing HR Department Fiscal Year 2019/20 budget includes \$440 for the ongoing maintenance of CompWatch. The Information Services budget includes the Tyler Munis software licensing fees, which include an ongoing fee of \$1,080 per year for the Risk Management Module, which staff has subsequently cancelled since the product did not meet the City's needs. As such, these two expenses will be eliminated going forward. It is proposed that the RiskEnvision software be budgeted in Insurance/Risk Management within the Insurance Reserve Fund. There are adequate funds available in the adopted budget to cover the initial implementation fees for the current year and the monthly costs going forward.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Council could direct staff to review additional software packages.

ATTACHMENTS:

1. Resolution
 - a. Exhibit 1 to Resolution: Master Services and License Agreement with Ebix, Inc.
 - i. Attachment A – Commercial Terms
 - ii. Attachment B – Description of Features
 - iii. Attachment C – Description of Customer Support Services
 - iv. Attachment D – Service Level Warranty
 - v. Statement(s) of Work

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A MASTER SERVICES
AND LICENSE AGREEMENT BETWEEN THE CITY OF MADERA AND EBIX, INC., AND AUTHORIZING
THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Madera has a need to efficiently and effectively track and manage claims information related to worker's compensation, tort liability, litigation, and property damage recovery claims; and

WHEREAS, Ebix, Inc., offers risk management software products for claims management that meet the City's operational needs; and

WHEREAS, an agreement has been prepared between the City of Madera and Ebix, Inc., for implementation of and ongoing access to the RiskEnvision software offered by Ebix.

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 Master Services and License Agreement between the City of Madera and Ebix, Inc., a copy of which is attached hereto as Exhibit 1, is approved.
3. The Mayor is authorized to execute the Agreement on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

* * * * *



EBIX, INC.

MASTER SERVICES AND LICENSE AGREEMENT

THIS MASTER SERVICES AND LICENSE AGREEMENT between Ebix, Inc. ("Ebix") and the City of Madera, CA ("Customer") is dated as of the 1st day of April 2020.

1. OVERVIEW.

1.1 *General.* This Agreement states the terms and conditions by which Ebix will deliver and Customer will receive any or all of the services provided by Ebix, including software and application processing services via a proprietary worldwide web-enabled transaction system (the "System"), an integrated software product called RiskEnvision™ which resides on Ebix computers and computer workstations of Permitted Users (the "User Software"), data storage of Customer data and other professional services. The System is accessed by Customer through the User Software via Customer's Internet connection to Ebix's Data Center. The System, User Software, products and/or services to be provided hereunder are identified in the Commercial Terms attached hereto as Attachment A (the "Commercial Terms") (or subsequently submitted by Customer and signed by Ebix) and described in detail in the Description of Features attached hereto as Attachment B (the "Description of Features") and the Technical Specifications attached hereto as Attachment C (the "Technical Requirements"). The Commercial Terms, Description of Features and Technical Requirements (with any attached Statement(s) of Work) submitted, accepted and executed by both parties is hereby incorporated by reference into this Agreement. This Agreement is intended to cover any and all Services provided by Ebix to Customer.

1.2 Definitions.

(a) "Agreement" means this Master Services and License Agreement, including all attachments, exhibits and schedules hereto, as amended from time to time by written agreement of the parties.

(b) "Application Software" means the operating software for the System, which is maintained at the Ebix Data Center.

(c) "Confidential Information" means all business or technical information of the disclosing party that is not generally known, whether such information is disclosed orally or in writing. Confidential Information includes any software, documentation, algorithm, system architecture, device, compilation of information, method, technique or process, as

well as the terms and conditions of this Agreement. Confidential Information of Ebix includes, without limitation, the System, Application Software, User Software, Documentation and Materials. Confidential Information of Customer includes, without limitation, the Customer Content.

(d) "Customer Content" means any and all files, pages, data, works, information, reports and/or other material transferred by Customer and Permitted Users to Ebix in connection with this Agreement.

(e) "Data Center" means the data center and hosting facility established by Ebix or with a Ebix third party provider for operation of the System and storage of the Customer Content.

(f) "Documentation" means the user manuals, implementation manuals, and system administration manuals relating to the User Software, as well as updates of such manuals, in electronic, paper or other formats delivered to Customer in connection with this Agreement.

(g) "Initial Term" means the minimum term for which Ebix will provide the Services to Customer, as set forth in the Commercial Terms. Except as otherwise expressly provided in this Agreement, Ebix is obligated to provide and Customer is obligated to pay for the Services through its Initial Term and any Renewal Term.

(h) "Licensed Materials" means the User Software, Documentation and Materials.

(i) "Materials" means any and all reference materials, course materials, illustration software, guides, training or other materials provided by Ebix to Customer in connection with the User Software.

(j) "Permitted Users" mean those employees of Customer who have been authorized by Customer and Ebix to use the Licensed Materials.

(k) "Renewal Term" means any service term following the Initial Term, as specified in Section 2.6(b).

(l) "Rules and Regulations" means the Ebix general rules and regulations governing Customer's use of the Services as attached to this Agreement, without limitation, Customer's online conduct and use of the System and User Software.

(m) "Services" shall mean and include, without limitation, the System, Application Software, User Software, Hosting Services, Implementation Services, Information Services, and/or other products and services provided hereunder.

(n) "Service Commencement Date" means the date Ebix will begin providing the Services to Customer, as indicated in the Commercial Terms or a notice of Service commencement delivered by Ebix to Customer.

(o) "Service Level Warranty" is described and defined in Section 6.2 and Attachment D hereto entitled "Service Level Warranty."

(p) "Statement of Work" means a detailed description of additional services to be provided by Ebix to Customer, as agreed and executed by the parties.

2. SERVICES AND TERM.

2.1 *Delivery of Services.* By submitting a Commercial Terms, Customer agrees to take and pay for, and, by accepting the Commercial Terms, Ebix agrees to provide, the Services during the Initial Term and for any Renewal Term, as specified in Section 2.6(b) below.

2.2 *Description of Services.* Ebix agrees to perform and provide to Customer, subject to the terms and conditions of this Agreement, the Services consisting of: (i) a non-exclusive license to the User Software by the Permitted Users subject to the license provisions and restrictions in Section 3; (ii) non-exclusive electronic access to the System subject to the restrictions provided herein; (iii) non-exclusive electronic access to a digital information processing, transmission and storage system (the "Server") to use and store Customer Content for use with the System (the "Hosting Services"); (iv) the Customer support services as described in Attachment C; (v) assistance, if mutually agreed by the parties pursuant to Section 2.4 below, in implementing the Customer Content on the Server, providing installation or integration services, or enabling Customer access and ability to use the System (the "Implementation Services"); and (vi) other professional services, including providing reports, data or other information on a per-item or fixed-fee basis (the "Information Services").

2.3 *Hosting Services.* Ebix (or through its service provider) will host the Customer Content on the Server for use with the System on behalf of Customer. Fees for the Hosting Services will be charged as provided in the Commercial Terms. Ebix will provide Customer storage capacity on the Server and necessary system and file back-ups for the Customer Content. At all times during the term of this Agreement, Ebix will make commercially reasonable efforts to: (i) prevent any loss or damage to the Customer Content on the Server; and (ii) provide security, confidentiality and integrity of all Customer Content transmitted through or stored on the Server.

2.4 *Implementation Services.* Ebix shall perform the Implementation Services described in the Commercial Terms and/or a Statement of Work (if any). The Implementation Services will generally include reasonable assistance to the Customer in properly installing and configuring the User Software so as to work with the System. If Customer does not order Implementation Services, Customer will be solely responsible for installing and configuring the User Software.

2.5 *Information Services.* From time to time at the request of Customer through its use of the System, Ebix may provide reports, data, and other information obtained from third party providers. Customer agrees to pay the fees described in this Agreement or by the System for the use of the Information Services.

2.6 Term.

(a) *Term Commencement.* The term for the Services will commence on the Service Commencement Date. If such a date is not established, the Services will commence on the date the Customer begins receiving the Services. The Initial Term shall be for a one (1) year period.

(b) *Renewal Term(s).* Except as otherwise provided in the Commercial Terms or a separate renewal agreement signed by the parties, the Services will continue automatically for two (2) terms equal to one (1) year (a "Renewal Term") unless Customer notifies Ebix in writing at least sixty (60) days prior to the end of the Initial Term or a Renewal Term, as applicable, that it has elected to terminate the Services, in which case the Services shall terminate at the end of such term. Notwithstanding the foregoing, Ebix may change or increase the prices it charges Customer for any Service at any time after the Initial Term effective sixty (60) days after providing notice to Customer, subject to a maximum price increase of 10% in any one renewal term.

3. SYSTEM AND LICENSES.

3.1 *Right to Use System.* Subject to the provisions of this Agreement, including, without limitation, Customer's timely payment of fees hereunder, Customer has the limited, non-exclusive, nontransferable right to access, use and display the System and Application Software in conjunction with the User Software solely in performance of the functionality described in the Description of Features and Technical Requirements during the term of this Agreement, and for no other purpose other than using the Services. Subject to the terms of this Agreement, this right shall also extend to any upgrades or improvements in the System and Application Software that Ebix may provide or perform, provided that Ebix shall not be required to provide any upgrades or improvements.

3.2 *License to User Software.* Subject to the provisions of this Agreement, including, without limitation, Customer's timely payment of fees hereunder, Ebix grants to Customer a limited, non-exclusive, nontransferable license to access, use

and display the User Software in conjunction with the System solely in performance of the functionality described in the Description of Features and Technical Requirements during the term of this Agreement, and for no other purpose other than using the Services. Subject to the terms of this Agreement, this license shall also extend to any upgrades or improvements in the User Software that Ebix may provide or perform, provided that Ebix shall not be required to provide any upgrades or improvements.

3.3 License to Documentation and Materials. Except as otherwise provided herein, Ebix grants to Customer a limited non-exclusive, non-transferable license to use the Documentation and Materials, and any amendments and updates thereto, in conjunction with the System and User Software during the term of this Agreement, and for no other purpose other than using the Services.

3.4 Restrictions on Licensed Materials and Application Software. Access to the System, Licensed Materials and Application Software shall be granted only to Permitted Users after notification of the names of the Permitted Users is provided to Ebix and Ebix approves same. Ebix agrees that such approval will not be unreasonably withheld, conditioned or delayed. Customer shall not: (i) modify, sublicense, assign, sell, lease or otherwise transfer the Licensed Materials or Application Software; (ii) create a derivative work of the System, Licensed Materials or Application Software; (iii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct or discover any source code or algorithms of the System, Application Software or User Software; (iv) use the System, Licensed Materials or Application Software in operating a service bureau or applications service provider; or (v) remove any product identification, copyright or other notices from the Licensed Materials. Customer may not copy the System, Application Software or User Software; provided, however, the Customer may make one copy of the system Application Software or user software for back-up purposes. Customer may copy the Documentation and Materials provided that any such copies retain Ebix's notices, including, without limitation the copyright and trademark notices, and notice of Ebix's ownership.

3.5 Ownership. Ebix retains all rights, title and interest in and to the System, Licensed Materials and Application Software in all forms and in all versions, copies and modifications thereto, including all worldwide rights to patents, copyrights, trademarks, trade secrets and all other intellectual property and proprietary rights. Other than the licenses and rights specifically granted hereunder, Customer will not acquire any right, title and interest whatsoever in and to the System, Licensed Materials or Application Software.

3.6 (a) License and Ownership of Customer Content. Customer grants to Ebix a non-exclusive, non-transferable and royalty-free license during the term of this Agreement to use, copy, display and transmit on and via the Internet, the Customer Content in connection with the Ebix Data Center solely as contemplated by this Agreement. Ebix may use the

Customer Content for internal statistical and benchmarking purposes only, so long as Ebix does not release any sensitive or identifying data contained in such Customer Content. The Customer Content and any modified versions of the Customer Content are the sole and exclusive property of Customer or its clients. Except as set forth herein, Ebix has no rights in or to the Customer Content.

(b) Customer Privacy Policy. Ebix agrees that it is familiar with and shall comply with the applicable privacy regulations of the Federal and State regulatory authorities. Further, Ebix recognizes the Customer's Privacy Policy and will take all necessary measures to ensure compliance with such Policy with respect to Customer Content. Ebix shall apply and abide by Customer's Privacy Policy in the handling of all Customer Content, which is "nonpublic personal information." Nonpublic personal information may include, but is not necessarily limited to, all financial and health information as defined by applicable law. Ebix's obligation to abide by Customer's Privacy Policy shall continue to apply as required by law to former policyholders, claimants, customers or clients of Customer, and even in the event of the termination of this Agreement. Ebix acknowledges that, except as permitted by law, Ebix may not disclose nonpublic personal information to anyone else unless it has provided any policyholder, claimant, customer, or client of Customer with a copy of its own privacy policy and the opportunity to opt-out of sharing any nonpublic personal information. Whenever it is necessary, in furtherance of this Agreement, to share nonpublic personal information with other persons, Ebix shall ensure that the third party also understands and abides by the privacy laws and regulations. In addition, Ebix understands and acknowledges that it must maintain the security of nonpublic personal information, however contained (paper records, electronic or otherwise) as may be required by Federal and State law or regulations.

3.7 Source Code Escrow. In the event that Ebix becomes subject to any bankruptcy, insolvency, liquidation or other similar proceedings which are not dismissed within ninety (90) days after commencement or any time said proceeding results in the interruption of service for more than 48 consecutive hours, then Customer shall have access and be granted a license to use the source code for the Application Software provided hereunder. Customer's access shall be through Ebix's escrow agent as appointed, from time to time, at Ebix's discretion and subject to the Agreement between Ebix and Agent. Ebix shall notify Customer of the Agent's name, address, phone number, and contact person upon the execution of this Agreement, and at any time thereafter and during the term of this Agreement, should Ebix appoint a replacement Agent.

4. FEES AND PAYMENT TERMS.

4.1 Fees and Expenses. Customer will pay all fees due according to the prices listed in the Commercial Terms. The prices listed in the Commercial Terms will remain in effect

during the Initial Term indicated in the Commercial Terms and will continue thereafter, unless modified in accordance with Section 2.6(b). Customer also agrees to reimburse Ebix for actual out-of-pocket reasonable expenses incurred in providing Implementation Services to Customer; provided that (i) Customer has given its written consent for any such expenses, (ii) the expenses have been detailed in a form acceptable to Customer and (iii) Ebix submits supporting documentation to Customer.

4.2 Payment Terms. On the Service Commencement Date, Customer will be billed an amount equal to all non-recurring charges indicated in the Commercial Terms and the monthly recurring charges for the first month of the term. Monthly recurring charges for all other months will be billed in advance of the provision of Services. All other charges for Services received and expenses incurred during a month (e.g., Information Services) will be billed at the end of the month in which the Services were provided. Payment for all fees is due thirty (30) days after the date of each Ebix invoice. All payments will be made in the United States in U.S. dollars. In the event Customer disputes any portion of any invoice, Customer shall notify Ebix in writing within forty-five (45) days of the date of the invoice. Customer agrees that such dispute period is reasonable and hereby waives its right to dispute any amount if Ebix is not notified within such period. A dispute as to any portion of an invoice does not relieve Customer from timely payment of the undisputed portion.

4.3 Late Payments. Any payment not received within thirty (30) days of the invoice date will accrue interest at a rate of one-half percent ($\frac{1}{2}\%$) per month, or the highest rate allowed by applicable law, whichever is lower. If Customer is delinquent in its payments under this Section, Ebix may, upon prior written notice to Customer, modify the payment terms to require full payment before the provision of all Services or require other assurances to secure Customer's payment obligations hereunder. Subject to the notice and opportunity to cure as provided in Section 12.1, Ebix shall have the right to terminate all of the Services provided under this Agreement for any default in payment if such default occurs for any reason other than a good faith dispute made pursuant to Section 4.2.

4.4 Taxes. All fees charged by Ebix for Services are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the transaction and/or the delivery of Services, all of which Customer will be responsible for and will pay in full, except for taxes based on Ebix's income.

5. CONFIDENTIAL INFORMATION.

5.1 Confidential Information.

(a) *Nondisclosure of Confidential Information.* Each party hereto acknowledges that it will have access to certain Confidential Information of the other party. Each party hereto agrees that it will not use in any way, for its own benefit or the benefit of any third party, except as expressly permitted by, or

required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information, in a manner at least as stringent as it takes to protect its own Confidential Information.

(b) *Exceptions.* Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided that it gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.

(c) *Period of Confidentiality Obligation.* The obligations of a receiving party under this Agreement with regard to Confidential Information of a disclosing party that constitutes a trade secret within the meaning of applicable law remain in effect for as long as such information remains a trade secret. The receiving party's obligations with regard to the disclosing party's Confidential Information that does not constitute a trade secret remain in effect during the term of this Agreement and for five (5) years after the expiration or termination for any reason. Upon request of the disclosing party, the receiving party will return or destroy any Confidential Information, including any copies and summaries or documents produced using the Confidential Information, and will, upon the request of the disclosing party, certify in writing that such materials have been destroyed.

(d) *Unauthorized Use or Disclosure.* Each party hereto will immediately give notice to the other party of any unauthorized use or disclosure of the other party's Confidential Information of which it becomes aware. Each party hereto agrees that its obligations provided in this Section are necessary and reasonable in order to protect the disclosing party and its business, and each party hereto expressly agrees that monetary damages would be inadequate to compensate the disclosing party for any breach by the receiving party of its covenants and agreements set forth in this Agreement. Accordingly, each party hereto agrees and acknowledges that any violation or threatened violation will cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the

continuation of any such breach by the receiving party, without the necessity of proving actual damages.

6. EBIX REPRESENTATIONS AND WARRANTIES.

6.1 *General.* Ebix represents and warrants that (i) it has and will continue to have the legal right and authority to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the Services to Customer will not violate any applicable U.S. laws or regulations.

(a) *Breach of Warranties.* In the event of any material breach of any of the foregoing warranties, in addition to any other remedies available at law or in equity, Customer will have the right, in its sole reasonable discretion, to terminate this Agreement.

6.2 *Service Level Warranty.* Ebix will provide a Service Level Warranty in accordance with the terms and conditions set forth in Attachment D to this Agreement entitled "Service Level Warranty."

6.3 *No Other Warranty.* **EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 6 AND IN ATTACHMENT D, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. EBIX DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. DUE TO ITS RELIANCE ON THIRD PARTIES AND OTHER FACTORS BEYOND ITS CONTROL, EBIX DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.**

7. CUSTOMER OBLIGATIONS.

7.1 *Warranties of Customer.*

(a) *General.* Customer represents and warrants that (i) it has the legal right and authority, during the term of this Agreement, to place and use any Customer Content as contemplated under this Agreement; and (ii) the performance of its obligations and use of the Services (by Customer and its Permitted Users) will not violate any applicable laws or regulations.

(b) *Breach of Warranties.* In the event of any material breach of any of the foregoing warranties, in addition to any other remedies available at law or in equity, Ebix will have the right, in its sole reasonable discretion, to suspend any related Services if deemed reasonably necessary by Ebix to prevent any harm to Ebix, its customers, service providers and/or their business. Ebix will provide ten (10) business days notice and opportunity to cure, depending on the nature of the breach, prior to any such suspension of Services.

7.2 *Compliance with Law and Rules and Regulations.* Customer agrees that it will use the Service(s) only for lawful purposes and in accordance with this Agreement. Customer will comply in all material respects, at all times with all applicable laws and regulations and the Rules and Regulations, as updated by Ebix (or its service providers or other third party providers) from time to time. The Rules and Regulations are incorporated herein and made a part hereof by this reference. Ebix may change the Rules and Regulations upon fifteen (15) days written notice to Customer. Customer agrees that it has received, read and understands the current version of the Rules and Regulations. The Rules and Regulations contain restrictions on Customer and Customer's users' online conduct (including prohibitions against unsolicited commercial email) and contain financial penalties for violations of such restrictions. Customer agrees to comply with such restrictions and, in the event of a failure to comply, Customer agrees to pay the financial penalties in accordance with the Rules and Regulations. Customer acknowledges that Ebix exercises no control whatsoever over the Customer Content and that it is the sole responsibility of Customer to ensure that the information it and its Permitted Users transmit and receive complies with all applicable laws and regulations and the Rules and Regulations.

7.3 *Restrictions on Use of Services.* Customer shall not, without the prior written consent of Ebix (which may be withheld in its sole discretion), resell the Services to any third parties or allow access to the System, Application Software or User Software by anyone other than Permitted Users.

7.4 *Customer Provided Equipment and Communications.* Customer shall provide and maintain computer workstation equipment and Internet communications as specified in the Technical Requirements on Attachment C.

8. LIMITATIONS ON REMEDIES AND LIABILITY.

8.1 *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* Ebix does not and cannot control the flow of data to or from Ebix' System, the Internet, and/or Customer's computer equipment. Such flow depends in large part on the performance of Internet services provided or controlled by third parties (including third party providers). At times, actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet and/or the System (or portions thereof). Although Ebix will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Ebix cannot guarantee that such events will not occur. Accordingly, Ebix disclaims any and all liability resulting from or related to such third party acts, omissions, any force majeure conditions (as defined in Section 13.1) and all events and circumstances not within the control of Ebix.

8.2 *Damage to Customer Content.* Ebix assumes no liability for any damage to, or loss of, any Customer Content resulting from any cause other than the willful or negligent misconduct of Ebix or an omission of Ebix. To the extent

Ebix is liable for any damage to, or loss of, Customer Content for any such reason, such liability will be limited solely to the greater of the cost to restore the Customer Content or the fees paid by Customer to Ebix within the preceding twelve months.

8.3 Internet and System Security. Customer understands and agrees that use of or connection to telecommunications and data communications networks and the Internet may not be secure and that connection to and transmission of data and information over the Internet and such facilities provides the opportunity for unauthorized access to Customer's computer systems, networks, and any and all data and information stored therein. Information and data transmitted and received through the Internet or stored on any equipment through which Internet information is transmitted may not remain confidential and Ebix does not make any representation or warranty regarding the privacy, security, authenticity, and non-corruption or destruction of any information so stored or transmitted. Ebix shall not be responsible for any adverse consequence or loss whatsoever of Customer's (or its users') connection to or use of the Internet, System or Services (including, without limitation, loss of data or information), unless such adverse consequence is a result of Ebix's willful or negligent misconduct or an omission of Ebix, and Ebix shall not be responsible for any use by Customer or its users of the Internet connection in violation of any law, rule or regulation or any violation of the intellectual property rights of another. Use of any information transmitted or obtained by Customer using the Internet, User Software or the System is at Customer's own risk. Ebix specifically denies any responsibility for the accuracy or quality of information obtained through the Internet, its System and User Software, including as a result of failure of performance, error, omission, interruption, corruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of information or facilities, or malfunctioning of the System, Internet or Data Center.

8.4 Consequential Damages Waiver. Except as otherwise provided in this agreement, In no event will either party be liable or responsible to the other for any type of incidental, punitive, indirect or consequential damages, including, but not limited to, lost revenue, lost profits, business interruption, loss of business, substitute products or systems, loss of technology, rights or services, loss of data, loss of Customer Content or interruption or loss of use of the Services, System, Application Software, User Software, Data Center or equipment, even if foreseeable and/or advised of the possibility of such damages, whether arising under theory of contract, tort (including negligence), strict liability or otherwise.

8.5 Basis of the Bargain; Failure of Essential Purpose. The parties hereto acknowledge that Ebix has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties hereto. The parties hereto agree

that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

8.6 Limitation Remedies and Damages. The aggregate liability of Ebix to Customer for all Losses (as defined below) for any Actions (as defined below) arising out of or related to this Agreement for all claims of every kind and nature that arise or accrue, regardless of the form of action that imposes liability, whether in contract, indemnity, equity, negligence, intended conduct, tort or otherwise, will be limited to and will not exceed, in the aggregate, the greater of (i) the fees paid by Customer under this Agreement during the twelve (12) calendar months preceding the date of the event out of which the Losses arise, or (ii) \$100,000.

9. INDEMNIFICATION.

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

9.2 Notice Each party's indemnification obligations hereunder shall be subject to (i) receiving prompt written notice of the existence of any Action; (ii) being able to, at its option, control the defense of such Action; (iii) permitting the indemnified party to participate in the defense of any Action; and (iv) receiving full cooperation of the indemnified party in the defense thereof.

10. INSURANCE.

10.1 Professional (E&O) Liability/Cyber Liability. Ebix shall maintain Professional Liability, Technology Errors & Omissions Liability and Network Security & Privacy Liability insurance with limits of two million (\$2,000,000) per claim and in the aggregate. Ebix will list Client as an additional insured party under this insurance policy. Coverage shall include: (i) Failure to prevent unauthorized access to, use of or tampering with computer systems/networks, including denial of service, unless directly caused by a mechanical or electrical

failure, (ii) Unauthorized disclosure of personal or confidential information, (iii) liability arising out of professional errors and/or omissions resulting in the introduction of a computer virus or other malicious code causing damage to Customer's computer system, network or similar related property and the data, software and programs thereon, (iv) liability for intellectual property infringement claims and for indemnification and legal defense of any claims of intellectual property infringement, including infringement of copyright, or trade mark, brought against Client for the Ebix System, (v) government investigations and associated fines/penalties, if insurable by law, resulting from the alleged or actual disclosure of personal or confidential information or security breach, (vi) liability for Client's non-physical business interruption due to a security failure of an Ebix computer system, network, hardware or software or Ebix' professional services. The policy will have a retroactive date of no later than the effective date of this Agreement and coverage shall be maintained for an additional period of three (3) years following termination of the Agreement.

11. PERSONAL DATA

11.1 Personal Data. Notwithstanding any other provisions of this Agreement the following privacy and data protection provisions shall apply to this personal data.

(a) Ebix shall hold any Personal Data that it receives in confidence and in compliance with (i) Ebix's obligations under this Agreement and (ii) all laws regarding its use and access to such Personal data.

(b) Ebix agrees that it and its employee's shall not use any Personal Data for any purpose other than the fulfillment of the terms and conditions of this Agreement. Ebix shall not process or disseminate Personal Data to any third party or transfer Personal Data without the prior approval of Customer. Ebix shall be responsible for any failure of its employees to comply with the terms and conditions regarding Personal Data set forth in this Section 11.

(c) If Ebix has knowledge of any unauthorized disclosure of or access to Personal Data, Ebix shall:

(i) Expediently report such unauthorized disclosure or access to Customer;

(ii) Mitigate, to the extent practicable, any harmful effect of such disclosure or access that is known to Ebix; and

(iii) Cooperate with Customer in providing any notices regarding impermissible disclosures caused by such disclosure or access which Customer deems appropriate.

To the extent such unauthorized disclosure or access is attributable to a breach by Ebix or its employees of Ebix's obligations under this Agreement with respect to Personal Data, Ebix shall bear (a) the costs incurred by Ebix in complying with its legal obligations relating to such breach and (b) in addition to any other damages for which Ebix may be liable for under this Agreement, the following costs incurred by Customer in complying with its legal obligations relating to such breach, to the extent applicable, (1) the cost of

providing notice to affected individuals (2) the cost of providing such affected individuals with credit monitoring services for 12 months, (3) the cost of providing such affected individuals with \$50,000 of identity theft insurance, and (4) call center support for such affected individuals for 30 days.

12. TERMINATION.

12.1 Termination for Cause. Unless otherwise provided herein, either party hereto may terminate this Agreement if: (i) the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, except in the case of failure to pay fees, which must be cured within ten (10) days after receipt of written notice from Ebix; (ii) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing. Neither party hereto will be liable to the other for any termination or expiration of this Agreement

12.2 Termination by Parties. The Parties hereto may mutually agree to terminate this Agreement at any time.

12.3 No Liability for Termination. Except as expressly provided herein, neither party hereto will be liable to the other party for any termination or expiration of any Service or this Agreement in accordance with the terms hereof; provided, that Customer remains obligated to pay the fees and charges incurred hereunder.

12.4 Effect of Termination. Upon the effective date of termination of this Agreement:

(a) Ebix will immediately cease providing the Services;

(b) Any and all payment obligations of Customer under this Agreement for Service(s) provided through the date of termination will immediately become due;

(c) within thirty (30) days of such termination, each party hereto will return all Confidential Information of the other party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement; and

(d) Ebix shall provide a copy of the Customer Content to Customer in the format and on the media selected by Customer, in its reasonable discretion, within twenty (20) business days of such termination, however, in all cases subject to Section 12.5 below.

12.5 Survival. The following provisions will survive any expiration or termination of the Agreement: Sections 1.2, 3.4, 3.5, 3.6, 4 thru 11, 12.3, 12.4, 12.4 and 13.

13. MISCELLANEOUS PROVISIONS.

13.1 *Force Majeure*. Except for the obligation to make payments, neither party hereto will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including, without limitation, acts of war, acts of God, earthquake, fire, flood, explosion, embargo, riot, sabotage, labor shortage or dispute, any law, order, regulation, direction, action or request of governmental or regulator entity or agency, or any civil or military authority, emergency, transmission failures, telecommunications line breaks or outages, or failure of the Internet, provided that the delayed party: (a) gives the other party reasonably prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If Ebix is unable to provide Service(s) for a period of thirty (30) consecutive days as a result of a continuing force majeure event, Customer may cancel the Service(s).

13.2 *Disaster Recovery*. Ebix shall provide for standard disaster recovery capabilities and data storage in accordance with industry standards and practices to reduce the risk of an interruption in service or the loss of data, due to equipment failure, natural disaster or other calamity. Further, Ebix shall establish and maintain reasonable safeguards against the destruction or loss of Customer's data in the possession of Ebix, which safeguards shall at least be equivalent to those which Ebix provides and maintains for itself and its affiliates. Safeguards shall include, but are not limited to, weekly full system back-ups, daily back-up of changed objects, storage of said back-ups in a separate building and off-site support for disaster recovery to reduce the risk of an interruption in service or of data loss due to equipment failure, natural disaster or other calamity.

13.3 *Government Regulations*. Customer will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business.

13.4 *Non-Solicitation*. During the Term of this Agreement and continuing through the first anniversary of the termination of this Agreement, each party hereto agrees that it will not, and will ensure that its affiliates do not, directly or indirectly, solicit or attempt to solicit for employment any persons or entities employed by the other Party Ebix or contracted by Ebix to provide Services to Customer. Notwithstanding the foregoing either party may hire any person or entity as a result of the use of a general solicitation not specifically directed to employees of the other party.

13.5 *No Third Party Beneficiaries*. Ebix and Customer agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement, including but not limited to the customers of Customer.

13.6 *Governing Law; Dispute Resolution*. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Georgia (except that body of law controlling conflicts of law) and specifically excluding from application to this Agreement that law known as the United Nations Convention on the International Sale of Goods. The parties will endeavor to settle amicably by mutual discussions any disputes, differences, or claims whatsoever related to this Agreement. Failing such amicable settlement, any controversy, claim, or dispute arising under or relating to this Agreement, including the existence, validity, interpretation, performance, termination or breach thereof, shall finally be settled by arbitration in accordance with the Arbitration Rules (and if Customer is a non-U.S. entity, the International Arbitration Rules) of the American Arbitration Association ("AAA"). There will be three (3) arbitrators (the "Arbitration Tribunal"), the first of which will be appointed by the claimant in its notice of arbitration, the second of which will be appointed by the respondent within thirty (30) days of the appointment of the first arbitrator and the third of which will be jointly appointed by the party-appointed arbitrators within thirty (30) days thereafter. The arbitration shall be held in Johns Creek, Georgia and the language of the arbitration shall be English. The Arbitration Tribunal will not have the authority to award punitive damages to either party. Each party shall bear its own expenses, but the parties will share equally the expenses of the Arbitration Tribunal and the AAA. This Agreement will be enforceable, and any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, claims for preliminary injunctive relief and other pre-judgment remedies, may be brought in a state or federal court in the United States with jurisdiction over the subject matter and parties.

13.7 *Severability; Waiver*. In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

13.8 *Assignment*. Either party may assign this Agreement in whole as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets or to a parent, subsidiary of affiliated entity. Customer may not otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of Ebix, which consent shall not be unreasonably withheld, conditioned or delayed and any attempted assignment or delegation without such consent will be void. Ebix may

assign this Agreement or part thereof or delegate the performance of certain Services to third parties, including Ebix's wholly owned subsidiaries and/or service providers, provided Ebix controls the delivery of such Services to Customer and remains responsible to Customer for the delivery of such Services. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

13.9 Notice. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email, confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to an officer of the receiving party at the address of the receiving party as listed on the Commercial Terms or at such other address as may hereafter be furnished in writing by either party to the other party. Such notice will be deemed to have been given as of the date it is delivered, mailed, emailed, faxed or sent, whichever is earlier.

13.10 *Relationship of Parties.* Ebix and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Ebix and Customer. Neither Ebix nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

13.11 *Entire Agreement; Counterparts; Originals.* This Agreement, including all attachments and documents incorporated herein by reference, constitutes the complete and

exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. Any additional or different terms in any purchase order or other response by Customer shall be deemed objected to by Ebix without need of further notice of objection, and shall be of no effect or in any way binding upon Ebix. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) is considered an original. This Agreement may be changed only by a written document signed by authorized representatives of Ebix and Customer in accordance with this Section 13.1. For purposes of this Agreement, the term "written" means anything reduced to a tangible form by a party, including a printed or hand written document, e-mail or other electronic format.

13.12 *Interpretation of Conflicting Terms.* In the event of a conflict between or among the terms in this Agreement, the Commercial Terms, the Technical Requirements, the Description of Features, the Statement(s) of Work (if any), and any other document made a part hereof, the documents shall control in the following order: this Agreement, the Commercial Terms with the latest date, the Statement(s) of Work (if any), the Technical Requirements, the Description of Features, the description of Customer support and other documents.

Authorized representatives of Customer and Ebix have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the first date written above.

CUSTOMER

Signature: _____

Print Name: Andrew J. Medellin

Title: Mayor

Date: _____

EBIX, INC.

SIGNATURE: _____

Print Name: _____

Title: _____

Date: _____

This Agreement incorporates the following documents:

- Attachment A – Commercial Terms
- Attachment B – Description of Features
- Attachment C – Description of Customer Support Services
- Attachment D – Service Level Warranty

- Statement(s) of Work (if any)

ATTACHMENT A
COMMERCIAL TERMS

Customer: City of Madera, CA

CONTRACT DATES: 04/01/2020 – 03/31/2021 (INITIAL TERM)

SERVICE COMMENCEMENT DATE: 06/01/2020

Services: Hosting Ebix products and providing optional services and e-commerce connectivity.

Products: RiskEnvision, as described in Description of Features and Technical Specifications

Client Project Coordinator: Kevin Newlin

Other Approved Contact Personnel: Jasmine Winters

Milestone	Item		Notes
Contract Execution	User Setup Fees - 3 Users	\$75	
	CompWatch Conversion	\$1,000	
Total at Go Live		\$1,075	
Implementation Services (Billed upon go live)	Project Plan and Management	\$165	(1)(2)
	User training	\$165	(1)(2)
	Periodic Loss Run Import	\$0	(1)(2)
	Startup Assistance	\$165	(1)(2)
	Jun-20 Monthly user and import fees	\$220	(3)
	Jul-20 Monthly user and import fees	\$220	(3)
	Aug-20 Monthly user and import fees	\$220	(3)
	Sep-20 Monthly user and import fees	\$220	(3)
	Oct-20 Monthly user and import fees	\$220	(3)
	Nov-20 Monthly user and import fees	\$220	(3)
	Dec-20 Monthly user and import fees	\$220	(3)
	Jan-21 Monthly user and import fees	\$220	(3)
	Feb-21 Monthly user and import fees	\$220	(3)
	Mar-21 Monthly user and import fees	\$220	(3)
	Apr-21 Monthly user and import fees	\$220	(3)
	May-21 Monthly user and import fees	\$220	(3)
Total Year 1 Fees		\$4,210	
Year 2	12 months monthly fees	\$2,640	
Year 3	12 months monthly fees	\$2,640	
Total On-going Fees		\$7,920	
Total 3 Year Contract Fees		\$9,490	

NOTES

- (1) On-site and off-site designations are for planning purposes only; the client and Envision project managers will determine when on-site visits are necessary and the duration of specific services. Prices for each task, however, are fixed bid prices regardless of location or duration of delivery.
- (2) Travel expenses are not included in this proposal. Travel expenses are billed at cost plus \$40 per diem.
- (3) Monthly User Subscription Fees include access to the following modules: General Liability, Workers Compensation

ATTACHMENT B
DESCRIPTION OF FEATURES

OPERATIONAL FEATURES

- Customer's record file information storage and retrieval (Includes: Workers Compensation and General Liability Modules)
 - 1.) Policy data
 - 2.) Claims
 - 3.) Coverage information
 - 4.) Loss and medical information
- Workflow processing "Activity/Diary" system
- Document storage and retrieval
- Distribution of system generated correspondence
 - 1.) Print
 - 2.) E-mail
- Files notes
 - 1.) Entry
 - 2.) Search
- Access and rights levels by user type
- Configurable coding tables

OPERATIONAL SERVICES

- Data exchange with other operations systems
- Business process adaptation/initial configuration
- Configurations adjustable by user administrator
- Configuration and training
- Operational support

ATTACHMENT C
DESCRIPTION OF CUSTOMER SUPPORT SERVICES

- 1.) Services Provided.** Ebix shall provide Operational and Technical Support Services for the System described in the Master Services Agreement.
- 2.) Support Period.** Access to Support Services begins on the Service Commencement Date and continues through the end of contract period.
- 3.) Submission of Support Requests.** Ebix will accept support requests submitted via e-mail, FAX using Claims Support Request Form, or telephone calls from Customer's designated contact personnel (with e-mail being the preferred method).
- 4.) Hours of Service.** All Support Services provided hereunder shall be performed during the hours of 8:00 a.m. to 5:00 p.m. Eastern Time on weekdays, (except holidays).
- 5.) Place of Performance.** All Support Services hereunder shall be provided from Ebix's facilities. If Ebix personnel are required at a Customer's facility to perform Support Services, approval for out-of-pocket expenses will be secured prior to performance of such services.
- 6.) Cooperation.** Customer agrees to provide full cooperation in locating and correcting errors.
- 7.) Professional Standards.** Ebix will apply generally accepted industry standards to maintain the System in good working order in accordance with the applicable specifications. Ebix will make every reasonable effort consistent with the hours of service contracted and other terms described herein to:
- a.)** Maintain the System in such a manner as to minimize delay or inconvenience to Customer; and
 - b.)** Provide Error Correction for any duplicable Error reported in a timely manner by Customer to Ebix in accordance with defined error reporting procedures.

ATTACHMENT D

SERVICE LEVEL WARRANTY

In the event that Customer experiences any of the service performance issues defined in this Attachment D as a result of Ebix's failure to provide access to the System through the User Software (the "Service Level Warranty"), Ebix will credit Customer's account as described below. The Service Level Warranty shall not apply to any services other than the access to the System through the User Software, and shall not apply to performance issues: (i) caused by factors outside of Ebix's reasonable control; (ii) that resulted from any actions or inactions of Customer or any third parties not within the control of Ebix; or (iii) that resulted from Customer's equipment and/or third-party equipment.

(a) *Service Warranty Definitions.* For purposes of this Service Level Warranty, the following definitions shall apply:

(i) "Downtime" shall mean that a Customer is not able to access the System through the User Software for six (6) consecutive hours due to a failure of the System, Ebix's equipment or the Data Center during such period. Downtime shall not include any unavailability during Ebix's scheduled maintenance of the System, Data Center, network and Services, as described in the Rules and Regulations.

(ii) "Service Credit" shall mean an amount equal to the pro-rata monthly recurring charges (i.e., all monthly recurring case file charges) for one (1) day of Service.

(b) *Downtime Service Credits.* In the event Customer experiences Downtime, Customer shall be eligible to receive from Ebix a Service Credit for each Downtime period. Examples: If Customer experiences one Downtime period, it shall be eligible to receive one Service Credit. If Customer experiences two Downtime periods, either from a single event or multiple events, it shall be eligible to receive two Service Credits.

(c) *Downtime Remedial Action.* In the event that Ebix discovers or is notified by Customer that Customer is experiencing Downtime, Ebix will take all actions reasonably necessary to determine the source of the Downtime.

(i) *Discover Source of Downtime; Notification of Customer.* Promptly after discovering or receiving notice of a Downtime, Ebix will determine whether the source of the Downtime is the Customer's equipment, the Ebix equipment connecting the Customer's equipment to the Ebix Data Center or the Data Center. If Ebix determines that the Customer's equipment and Ebix connection are not the source of the Downtime, Ebix will make commercially reasonable efforts to

work with the Customer to determine the source of the Downtime. In any event, Ebix will notify Customer's designated contact person of the source of the Downtime within sixty (60) minutes of identifying the source.

(ii) *Remedy Downtime.* If the source of the Downtime is within the reasonable control of Ebix, Ebix will immediately assign employees and/or representatives to remedy the Downtime, and will make commercially reasonable efforts to remedy the Downtime. If the source of or remedy to the Downtime resides outside of the Ebix's System or equipment, Ebix will use commercially reasonable efforts to notify the party(ies) responsible for the source of the Downtime and cooperate with it (them) to resolve such problem as soon as possible.

(iii) *Failure to Determine Source and/or Remedy.* In the event that Ebix: (A) is unable to determine the source of the Downtime; and/or (B) is the reasonable source of the Downtime and is unable to remedy such Downtime, Ebix will deliver a Service Credit to Customer for each six (6) hour period of Downtime.

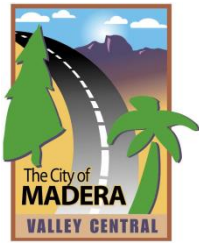
(d) *Remedies Shall Not Be Cumulative; Maximum Service Credit.* The aggregate maximum number of Service Credits to be issued by Ebix to Customer for any and all Downtime periods that occur in a single calendar month shall not exceed seven (7) Service Credits. A Service Credit shall be issued in the Ebix invoice in the month following the Downtime, unless the Service Credit is due in Customer's final month of Service. In such case, a refund for the dollar value of the Service Credit will be mailed to Customer. Customer shall also be eligible to receive a pro-rata refund for (i) Downtime periods for which Customer does not receive a Service Credit and (ii) any Services Ebix does not deliver to Customer for which Customer has paid.

(e) THE SERVICE LEVEL WARRANTY SET FORTH IN THIS ATTACHMENT D SHALL ONLY APPLY TO THE FAILURE TO PROVIDE THE SYSTEM THROUGH THE USER SOFTWARE AND DOES NOT APPLY TO (I) ANY IMPLEMENTATION SERVICES; (II) ANY INFORMATION SERVICES; AND (III) ANY SERVICE(S) THAT EXPRESSLY EXCLUDE THIS SERVICE LEVEL WARRANTY. THIS ATTACHMENT D STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND EBIX'S SOLE AND EXCLUSIVE LIABILITY, FOR ANY FAILURE BY EBIX TO PROVIDE ACCESS TO THE SYSTEM THROUGH THE USER SOFTWARE.

STATEMENT(S) OF WORK (IF ANY)

IMPLEMENTATION

- Project Plan and Management
- RiskEnvision Installation
- Data Conversion from previous system
- User training – Online 1 hour
- Startup Assistance – Offsite



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: April 1, 2020

Agenda Number: B-9

SUBJECT:

Consideration of a Resolution Amending the City's Classification Plan and Setting the Assigned Salary Range for the Following Position:

- 1) Consideration of Adopting a Resolution Amending the City of Madera Classification Plan by Adding a Lead Electrician to the Classification Plan and Setting the Assigned Salary Range for the Classification
- 2) Consideration of a Minute Order Increasing the Staffing Allocation in the Electrical and Facilities Division of the Public Works Department by the Addition of one Lead Electrician Position

RECOMMENDATION:

It is recommended the City Council (Council) adopt the resolution adding the Lead Electrician classification to the City's classification plan and setting the assigned salary range for the classification. It is further recommended that Council authorize increasing the staffing of the Electrical and Facilities Division of the Public Works Department by the addition of one Lead Electrician.

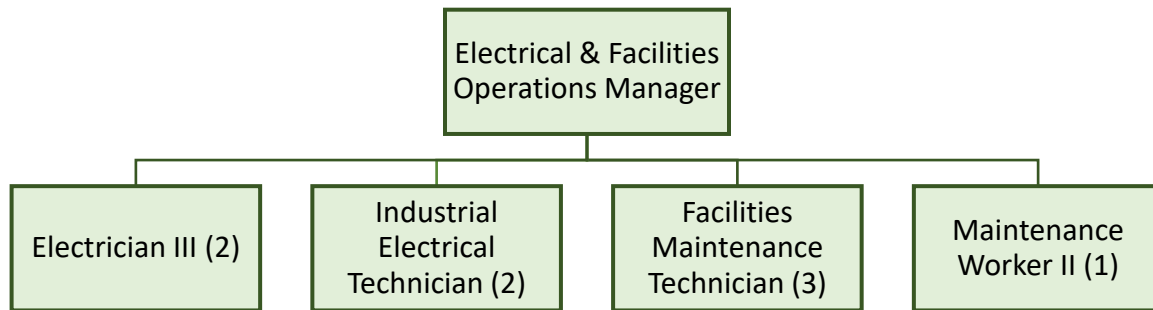
SUMMARY:

The Electrical and Facilities Division of the Public Works Department is currently structured with one manager and eight direct reports supporting the City's facility and electrical system needs. The proposed action would add a Lead Electrician classification to assist in supporting the electrical systems maintenance functions.

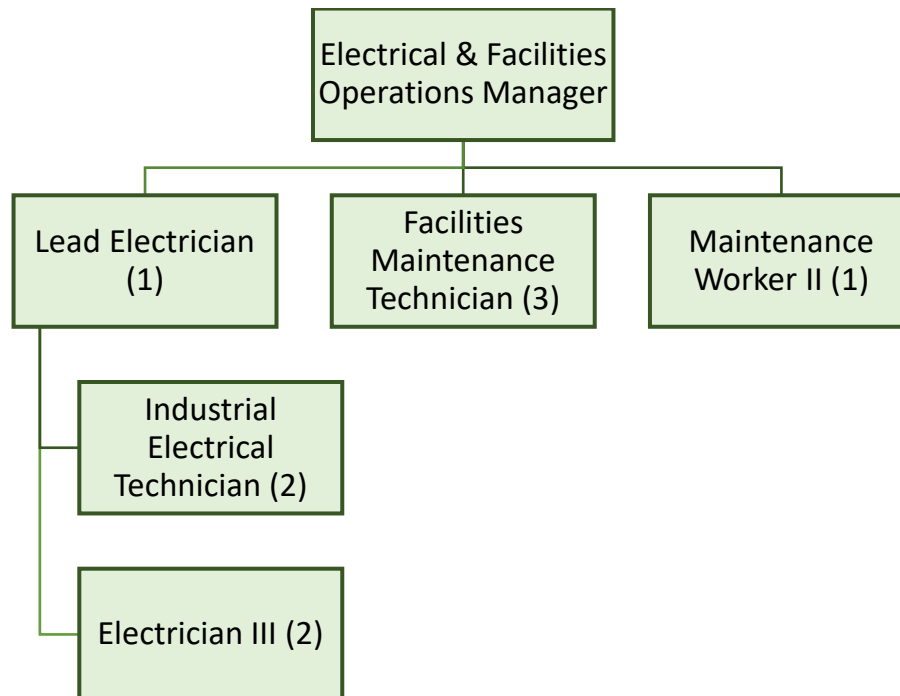
DISCUSSION:

The Public Works Department consists of four (4) operations divisions: Water and Sewer, Wastewater, Electrical and Facilities, and Streets and Storm Drainage. Each division is headed by an Operations Manager and has either a Supervisor level or Lead level employee, or both, assigned to the division except for the Electrical and Facilities Operations Division. The Electrical and Facilities Division is actively involved in the design, construction, alteration, and maintenance of City facilities and electrical systems, including complex electronic controllers, street lights, and traffic signal lights. Currently, all staff within the division report directly to the Operations Manager.

The Division is currently staffed as follows:



The City Manager is proposing to modify the division to add a Lead Electrician. The requested action is to increase the approved staffing allocation within the Division by one full time employee. If approved, the Division's organizational chart would be as follows:



Within the Public Works Department, the salary range for all Lead Worker positions within each Operational Division is set 10% above the next position in the Division. The City is proposing that this same spread be maintained in the Facilities Division. Table 1 on the next page shows the existing internal salary relationships within the Operational Divisions between the Lead Worker positions and the next position within that Classification Series. It should be noted, there are some specialist positions within the Divisions that do not maintain this 10% spread. The City submitted the proposed salary range to the representatives of the General Bargaining Unit. They did not have concerns with the specific proposed salary range, however expressed concerns that the specialist positions within Divisions cause compaction with Lead Worker positions.

Table 1. Public Works Department Internal Salary Relationships

Job Title	B/U	Range	Bi-Weekly Pay Rate						Position Spread
			A	B	C	D	E	F	
Electrician III	GBU	381	\$2,240.48	\$2,352.86	\$2,477.72	\$2,593.59	\$2,723.44	\$2,859.79	
Industrial Electrical Technician	GBU	381	\$2,240.48	\$2,352.86	\$2,477.72	\$2,593.59	\$2,723.44	\$2,859.79	
Proposed: Lead Electrician	GBU	401	\$2,475.72	\$2,599.58	\$2,729.43	\$2,865.78	\$3,009.12	\$3,159.45	10%
Public Works Maintenance Worker IV	GBU	285	\$1,387.94	\$1,457.36	\$1,530.28	\$1,606.70	\$1,687.11	\$1,771.51	
Public Works Maintenance Lead Worker	GBU	305	\$1,533.78	\$1,610.19	\$1,691.10	\$1,775.51	\$1,864.41	\$1,957.30	10%
WWTP Operator III	GBU	364	\$2,058.69	\$2,161.57	\$2,269.45	\$2,382.82	\$2,502.19	\$2,627.05	
WWTP Lead Operator	GBU	383	\$2,262.96	\$2,376.33	\$2,495.20	\$2,619.56	\$2,750.91	\$2,888.26	10%
Public Works Maintenance Worker IV	GBU	285	\$1,387.94	\$1,457.36	\$1,530.28	\$1,606.70	\$1,687.11	\$1,771.51	
Public Works Maintenance Lead Worker	GBU	305	\$1,533.78	\$1,610.19	\$1,691.10	\$1,775.51	\$1,864.41	\$1,957.30	10%
Water System Worker III	GBU	315	\$1,612.19	\$1,692.60	\$1,777.50	\$1,866.40	\$1,959.80	\$2,057.69	
Water System Lead Worker	GBU	335	\$1,781.50	\$1,870.40	\$1,963.79	\$2,062.18	\$2,165.07	\$2,273.45	10%

FINANCIAL IMPACT:

For the current fiscal year, actual cost will depend on the timing of filling the position, however it is expected that the additional position can be absorbed within the existing adopted budget for the City. Going forward, on an annual basis, at top step the fully burdened salary and benefits for Lead Electrician will be \$113,310.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Council could direct staff to revisit the proposed reorganization of the Facilities Division.

ATTACHMENTS:

1. Job description for Lead Electrician
2. Resolution amending the City of Madera Classification Plan and setting the assigned salary range for the classification
 - a. Exhibit 1: Full City of Madera Salary Schedule

CITY OF MADERA

LEAD ELECTRICIAN

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under direction, leads, oversees, reviews and performs complex work activities and duties assigned to the Electrician crews; and technical work in testing, installation, calibrating, maintenance and repair of all pneumatic, electronic and electrical distribution and control circuits and automated systems commonly used in a modern waste water treatment plant, storm/sewer collection system, water distribution system and traffic/streetlights controls; demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Lead Electrician** is the lead class responsible for a wide variety of electrical maintenance and installation tasks. This classification is distinguished from the next higher series of Public Works Electrical and Facilities Operations Manager in that the latter is responsible for supervision of the work unit.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from a Public Works Electrical and Facilities Operations Manager. Exercises direct supervision over electrician crews.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Leads, oversees, reviews and performs the of work of staff responsible for installation, maintenance, repair and alteration of electrical and electronic systems in City facilities.
- Installs and replaces electrical components, underground conduits, lighting fixtures, ball park lights, airport lighting systems, wiring and other equipment including traffic signals and street lights; prepares project cost estimates of materials.
- Installs, maintains, repairs and calibrates digital/analog process control equipment.
- Designs instrumentation and electrical systems and then takes the lead with the implementation of such systems with the assistance of lower classification of personnel.

- Installs, maintains, and repairs computer system software and hardware, including Programmable Logic Controllers (PLCs), Standalone Control And Data Acquisition (SCADA) Computers and radio based telemetry systems, which are utilized for controlling flow, temperature, motion and chemical feed.
- Repairs, maintains and calibrates process control instrumentation such as but not limited to level, pressure and flow equipment.
- Maintains a variety of electronic control instruments used to operate electrical mechanical equipment, record data, indicate equipment status and activate supervisory control.
- Maintains and repairs automatic control valves and associated control devices.
- Operates a variety of electronic testing equipment.
- Maintains service records; participates in development of specifications for requisition for parts and electrical equipment.
- Uses computers and applicable software for logging work completed, record keeping, and equipment data retrieval.
- Ensures all safety regulations are followed.
- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public.
- Demonstrates proficiency in the installation, maintenance and troubleshooting of heavy industrial equipment and electrical systems, including motor starters, variable frequency drives, motor control centers and distribution panels. Demonstrates the ability to work with a variety of voltages up to 480 Volts AC.
- Demonstrates proficiency in the installation and troubleshooting of process control and electrical circuits. Demonstrates the ability to read and interpret ladder diagrams and Piping and Instrumentation Diagrams.
- Demonstrates the ability to communicate and troubleshoot with various brands of Programmable Logic Controllers that utilize Ladder Logic, Function Block Diagram and Structured Text programming language using computer based software.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and operating assigned equipment, must see well enough to read, write and make observations. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more is also required. Additionally, the incumbent in this outdoor position works in all weather conditions including wet, hot and cold. The position entails working in situations that may expose the employee to fumes or airborne particles, electrical shock or mechanical hazards. The nature of the work also requires the incumbent to climb ladders, use

power and noise producing tools and equipment, drive motorized vehicles, work in heavy vehicle traffic conditions and often work with constant interruptions.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Lead Electrician**. A typical way of obtaining the required qualifications is to possess the equivalent of three years of advanced journey level experience involving skilled maintenance/installation of industrial, instrumentation/electrical and electronic control systems which include one year of full-time experience providing lead or full first-line supervisory direction., a high school diploma or equivalent supplemented by some directly related college level course work.

License/Certificate:

Possession of, or ability to obtain, a valid class C California driver's license. Possession of a valid General Electrician certification by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

Knowledge of:

Standard and specialized practices, methods, tools, equipment and materials used in the installation, repair and maintenance of supervisory, and automated control systems used in water/wastewater/storm and traffic signal systems. Principles and practices of electronics/electric/pneumatic and instrumentation installation as it applies to automated control systems. Principles of radio based telemetry systems. Occupational hazards and standard safety precautions of the trade, including the National Electric Code and NFPA70E safety requirements.

Ability to:

Plan, coordinate, assign, and direct the work of subordinate staff. Develop and implement a comprehensive, preventive maintenance program for Municipal Services instrumentation and electronics equipment. Operate electronic/electrical testing equipment. Diagnose electrical and electronic failures and take an effective course of action to correct the problem. Respond to emergency conditions and use good judgment to make appropriate repairs. Understand and carry out oral and written instructions. Troubleshoot and diagnose control circuits in an industrial setting; interpret ladder diagrams and

install control and power circuits from diagrams.

Skill to:

Safely and effectively operate a variety of power and hand tools used in electrical installation and repair.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE CITY OF MADERA CLASSIFICATION PLAN BY ADDING LEAD ELECTRICIAN TO THE CLASSIFICATION PLAN AND SETTING THE ASSIGNED SALARY RANGE FOR THE CLASSIFICATION

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

SECTION 1. The Employee Classification Plan adopted by Resolution No. 00-13 is hereby amended effective April 1, 2020 by the addition of the Lead Electrician classification. The job description for this classification is on file with the Office of the City Clerk and referred to for more particulars.

SECTION 2. Effective April 1, 2020, the Lead electrician classification is hereby assigned to City of Madera Salary Schedule M as follows. A complete City of Madera Salary Schedule is attached as Exhibit 1.

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Lead Electrician	401	\$2,475.72	\$2,599.58	\$2,729.43	\$2,865.78	\$3,009.12	\$3,159.45

SECTION 3. This resolution is effective immediately upon adoption.

* * * * *

City of Madera Salary Schedule

Exhibit 1

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Accountant (Junior)	GBU	282	\$1,367.46	\$1,435.89	\$1,507.81	\$1,583.22	\$1,662.13	\$1,745.54
Accountant I	MM	322	\$1,669.62	\$1,753.03	\$1,840.43	\$1,932.33	\$2,029.22	\$2,130.61
Accountant II	MM	362	\$2,038.21	\$2,140.10	\$2,246.98	\$2,359.35	\$2,477.22	\$2,601.08
Accounting Technician I	GBU	240	\$1,109.25	\$1,164.69	\$1,222.63	\$1,284.06	\$1,347.99	\$1,415.41
Accounting Technician II	GBU	260	\$1,225.62	\$1,286.56	\$1,350.98	\$1,418.41	\$1,489.33	\$1,563.74
Accounting Technician III	GBU	280	\$1,353.98	\$1,421.40	\$1,492.82	\$1,567.24	\$1,645.65	\$1,728.06
Administrative Analyst I	MM	358	\$1,997.76	\$2,097.64	\$2,202.53	\$2,312.90	\$2,428.27	\$2,549.64
Administrative Analyst II	MM	386	\$2,297.42	\$2,412.29	\$2,532.66	\$2,659.51	\$2,792.36	\$2,931.71
Administrative Assistant	GBU	299	\$1,488.33	\$1,562.74	\$1,641.16	\$1,723.06	\$1,809.47	\$1,899.87
Administrative Secretary	GBU	275	\$1,320.52	\$1,386.44	\$1,455.86	\$1,528.78	\$1,605.20	\$1,685.61
Airport Maintenance Worker I	GBU	254	\$1,189.16	\$1,248.60	\$1,311.03	\$1,376.95	\$1,445.38	\$1,517.80
Airport Maintenance Worker II	GBU	274	\$1,314.02	\$1,379.95	\$1,448.87	\$1,521.29	\$1,597.21	\$1,677.12
Airport Maintenance Worker III	GBU	281	\$1,360.47	\$1,428.90	\$1,500.31	\$1,575.23	\$1,654.14	\$1,736.55
Animal Control Officer	GBU	290	\$1,423.40	\$1,494.32	\$1,569.24	\$1,647.65	\$1,730.06	\$1,816.46
Assistant Engineer	MM	377	\$2,196.53	\$2,306.41	\$2,421.28	\$2,542.64	\$2,669.50	\$2,803.35
Assistant Planner	GBU	352	\$1,938.82	\$2,035.71	\$2,137.60	\$2,244.48	\$2,356.85	\$2,474.72
Associate Civil Engineer	MM	397	\$2,426.77	\$2,548.14	\$2,675.50	\$2,809.34	\$2,949.69	\$3,097.02
Associate Planner	MM	368	\$2,100.14	\$2,205.02	\$2,315.40	\$2,430.77	\$2,552.63	\$2,679.99
Building Permit Technician	GBU	288	\$1,408.92	\$1,479.34	\$1,553.26	\$1,631.17	\$1,712.58	\$1,798.48
Chief Building Official	M	464	\$3,323.23	\$3,489.22	\$3,663.53	\$3,847.15	\$4,039.09	\$4,241.31
City Attorney	EXE	568	\$5,582.46	\$5,861.55	\$6,154.36	\$6,462.35	\$6,785.52	\$7,124.84
City Clerk	EXE	419	\$2,654.86	\$2,788.05	\$2,927.10	\$3,073.51	\$3,227.26	\$3,388.84
City Engineer	M	508	\$4,138.49	\$4,345.61	\$4,563.01	\$4,791.19	\$5,030.62	\$5,281.81
City Manager	EXE	587	\$6,137.22	\$6,444.23	\$6,766.42	\$7,104.77	\$7,459.76	\$7,832.87
Combination Building Inspector	GBU	348	\$1,900.37	\$1,995.76	\$2,095.15	\$2,200.03	\$2,310.41	\$2,425.78
Communications Manager	M	456	\$3,192.98	\$3,352.61	\$3,520.56	\$3,696.34	\$3,881.43	\$4,075.32
Communications Specialist	MM	358	\$1,997.76	\$2,097.64	\$2,202.53	\$2,312.90	\$2,428.27	\$2,549.64
Computer Technician	GBU	344	\$1,862.91	\$1,956.30	\$2,054.19	\$2,156.58	\$2,264.46	\$2,377.83
Construction Inspector I	GBU	322	\$1,669.62	\$1,753.03	\$1,840.43	\$1,932.33	\$2,029.22	\$2,130.61
Construction Inspector II	GBU	342	\$1,844.43	\$1,936.82	\$2,033.72	\$2,135.10	\$2,241.98	\$2,354.36
Crime Analysis Technician	MPOA	306	\$1,511.05	\$1,586.94	\$1,666.27	\$1,749.51	\$1,836.66	\$1,928.72
Deputy City Clerk	GBU	311	\$1,580.23	\$1,659.14	\$1,742.04	\$1,829.45	\$1,920.84	\$2,016.73
Deputy City Engineer	MM	463	\$3,372.71	\$3,541.52	\$3,718.32	\$3,904.61	\$4,099.40	\$4,304.67
Director of Community Development	M	568	\$5,582.46	\$5,861.55	\$6,154.36	\$6,462.35	\$6,785.52	\$7,124.84
Director of Financial Services	M	525	\$4,504.74	\$4,729.98	\$4,966.48	\$5,214.73	\$5,475.71	\$5,749.43
Director of Human Resources	M	513	\$4,243.27	\$4,455.29	\$4,678.08	\$4,912.13	\$5,157.44	\$5,415.49
Director of Parks & Community Services	M	509	\$4,159.54	\$4,367.15	\$4,585.54	\$4,814.69	\$5,055.60	\$5,308.25
Electrical and Facilities Operations Manager	MM	421	\$2,735.43	\$2,872.27	\$3,015.61	\$3,166.44	\$3,324.77	\$3,491.08
Electrician II	GBU	361	\$2,027.72	\$2,129.11	\$2,235.99	\$2,347.36	\$2,464.73	\$2,588.09
Electrician III	GBU	381	\$2,240.48	\$2,352.86	\$2,477.72	\$2,593.59	\$2,723.44	\$2,859.79
Engineering Project Manager	MM	419	\$2,707.96	\$2,843.81	\$2,985.65	\$3,134.98	\$3,291.80	\$3,456.62

City of Madera Salary Schedule

Exhibit 1

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Engineering Technician I	GBU	302	\$1,510.80	\$1,586.72	\$1,665.63	\$1,749.04	\$1,836.44	\$1,928.33
Engineering Technician II	GBU	322	\$1,669.62	\$1,753.03	\$1,840.43	\$1,932.33	\$2,029.22	\$2,130.61
Engineering Technician III	GBU	350	\$1,919.84	\$2,015.74	\$2,116.62	\$2,222.00	\$2,333.38	\$2,449.75
Executive Secretary	MM	330	\$1,737.55	\$1,824.45	\$1,915.35	\$2,011.24	\$2,111.63	\$2,217.51
Executive Secretary to City Administrator	MM	330	\$1,737.55	\$1,824.45	\$1,915.35	\$2,011.24	\$2,111.63	\$2,217.51
Executive Secretary to the Chief of Police	LEMM	330	\$1,703.48	\$1,788.68	\$1,877.79	\$1,971.81	\$2,070.22	\$2,174.03
Facilities Maintenance Technician	GBU	289	\$1,415.91	\$1,486.83	\$1,561.25	\$1,639.16	\$1,721.07	\$1,807.47
Facility Aide	GBU	201	\$912.97	\$958.42	\$1,006.37	\$1,056.81	\$1,109.75	\$1,165.19
Financial Services Manager	MM	446	\$3,098.52	\$3,253.35	\$3,416.16	\$3,586.97	\$3,766.27	\$3,954.56
Fleet Operations Manager	MM	404	\$2,513.18	\$2,638.54	\$2,770.39	\$2,909.23	\$3,054.57	\$3,207.40
Grant Administrator	M	476	\$3,527.90	\$3,704.66	\$3,889.75	\$4,084.14	\$4,288.32	\$4,502.79
Grant Analyst	MM	358	\$1,997.76	\$2,097.64	\$2,202.53	\$2,312.90	\$2,428.27	\$2,549.64
Grants Specialist	GBU	299	\$1,488.33	\$1,562.74	\$1,641.16	\$1,723.06	\$1,809.47	\$1,899.87
Human Resources Technician	MM	290	\$1,423.40	\$1,494.32	\$1,569.24	\$1,647.65	\$1,730.06	\$1,816.46
Human Resources Technician II	MM	310	\$1,572.23	\$1,651.15	\$1,733.55	\$1,820.46	\$1,911.35	\$2,006.75
Industrial Electrical Technician	GBU	381	\$2,240.48	\$2,352.86	\$2,477.72	\$2,593.59	\$2,723.44	\$2,859.79
Information Services Manager	M	474	\$3,493.14	\$3,667.94	\$3,851.07	\$4,043.50	\$4,245.72	\$4,458.23
Lead Electrician	GBU	401	\$2,475.72	\$2,599.58	\$2,729.43	\$2,865.78	\$3,009.12	\$3,159.45
Legal Assistant	MM	330	\$1,737.55	\$1,824.45	\$1,915.35	\$2,011.24	\$2,111.63	\$2,217.51
Maintenance Technician	GBU	283	\$1,374.46	\$1,442.88	\$1,515.30	\$1,591.21	\$1,670.62	\$1,754.03
Mechanic I	GBU	286	\$1,394.93	\$1,464.85	\$1,538.27	\$1,615.19	\$1,695.60	\$1,780.50
Mechanic II	GBU	301	\$1,503.31	\$1,578.73	\$1,657.64	\$1,740.55	\$1,827.45	\$1,918.84
Mechanic III	GBU	321	\$1,661.13	\$1,744.04	\$1,831.44	\$1,922.84	\$2,019.23	\$2,120.12
Neighborhood Outreach Assistant	GBU	276	\$1,327.01	\$1,393.43	\$1,463.36	\$1,536.27	\$1,613.19	\$1,694.10
Neighborhood Outreach Coordinator	GBU	306	\$1,541.27	\$1,618.68	\$1,699.59	\$1,784.50	\$1,873.40	\$1,967.29
Neighborhood Preservation Specialist I	GBU	310	\$1,572.23	\$1,651.15	\$1,733.55	\$1,820.46	\$1,911.35	\$2,006.75
Neighborhood Preservation Specialist II	GBU	330	\$1,737.55	\$1,824.45	\$1,915.35	\$2,011.24	\$2,111.63	\$2,217.51
Neighborhood Preservation Specialist III	GBU	350	\$1,919.84	\$2,015.74	\$2,116.62	\$2,222.00	\$2,333.38	\$2,449.75
Neighborhood Preservation Supervisor	MM	380	\$2,229.50	\$2,340.87	\$2,457.74	\$2,581.10	\$2,709.96	\$2,845.30
Network Administrator	MM	389	\$2,331.88	\$2,448.25	\$2,570.61	\$2,699.47	\$2,834.32	\$2,976.16
Office Assistant I	GBU	213	\$969.41	\$1,017.86	\$1,068.80	\$1,122.24	\$1,178.18	\$1,237.11
Office Assistant II	GBU	233	\$1,070.80	\$1,124.74	\$1,180.67	\$1,239.61	\$1,302.04	\$1,366.96
Paralegal Office Administrator	MM	372	\$2,142.09	\$2,249.47	\$2,361.85	\$2,479.71	\$2,604.08	\$2,733.93
Park Planning Manager	MM	426	\$2,804.35	\$2,944.69	\$3,092.03	\$3,246.35	\$3,408.67	\$3,578.98
Parks Leadworker	GBU	308	\$1,556.75	\$1,634.66	\$1,716.57	\$1,802.48	\$1,892.37	\$1,986.77
Parks Supervisor	MM	335	\$1,781.50	\$1,870.40	\$1,963.79	\$2,062.18	\$2,165.07	\$2,273.45
Parks Worker I	GBU	248	\$1,154.20	\$1,212.14	\$1,272.57	\$1,336.00	\$1,402.92	\$1,472.85
Parks Worker II	GBU	268	\$1,275.07	\$1,339.00	\$1,405.92	\$1,476.34	\$1,550.26	\$1,627.67
Parks Worker III	GBU	288	\$1,408.92	\$1,479.34	\$1,553.26	\$1,631.17	\$1,712.58	\$1,798.48
Payroll Specialist	GBU	316	\$1,620.18	\$1,701.09	\$1,786.49	\$1,875.39	\$1,969.29	\$2,067.68
Planning Manager	M	476	\$3,527.90	\$3,704.66	\$3,889.75	\$4,084.14	\$4,288.32	\$4,502.79

City of Madera Salary Schedule

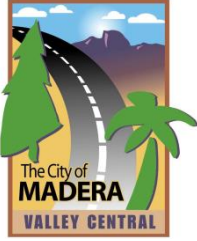
Exhibit 1

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Plans Examiner	GBU	360	\$2,017.73	\$2,118.62	\$2,224.50	\$2,335.88	\$2,452.75	\$2,575.11
Police Auxiliary Services Supervisor	LEMM	350	\$1,882.20	\$1,976.21	\$2,075.12	\$2,178.44	\$2,287.63	\$2,401.71
Police Chief	M	554	\$5,205.92	\$5,466.41	\$5,739.63	\$6,026.56	\$6,327.70	\$6,644.01
Police Commander	LEMM	504	\$4,056.72	\$4,259.92	\$4,472.92	\$4,696.20	\$4,931.23	\$5,177.52
Police Corporal	MPOA	383	\$2,218.59	\$2,329.74	\$2,446.27	\$2,568.19	\$2,696.97	\$2,831.62
Police Lieutenant	LEMM	487	\$3,727.19	\$3,913.25	\$4,109.11	\$4,314.76	\$4,530.21	\$4,756.91
Police Office Supervisor	LEMM	350	\$1,882.20	\$1,976.21	\$2,075.12	\$2,178.44	\$2,287.63	\$2,401.71
Police Officer I	MPOA	363	\$2,008.04	\$2,108.42	\$2,213.69	\$2,324.35	\$2,440.89	\$2,562.81
Police Officer II	MPOA	373	\$2,110.86	\$2,216.14	\$2,327.29	\$2,443.33	\$2,565.75	\$2,694.03
Police Officer Trainee	MPOA	333	\$1,728.94	\$1,815.61	\$1,906.19	\$2,001.67	\$2,101.56	\$2,206.84
Police Sergeant	MPOA	426	\$2,749.36	\$2,886.95	\$3,031.40	\$3,182.70	\$3,341.84	\$3,508.80
Procurement Services Manager	MM	358	\$1,997.76	\$2,097.64	\$2,202.53	\$2,312.90	\$2,428.27	\$2,549.64
Program Manager-Grants	MM	366	\$2,079.16	\$2,183.05	\$2,292.43	\$2,406.80	\$2,527.16	\$2,653.52
Property & Evidence Officer	MPOA	296	\$1,437.60	\$1,509.58	\$1,584.98	\$1,664.31	\$1,747.55	\$1,834.70
Public Safety Dispatcher	MPOA	294	\$1,423.40	\$1,494.40	\$1,569.32	\$1,647.66	\$1,729.92	\$1,816.59
Public Works Maintenance Lead Worker	GBU	305	\$1,533.78	\$1,610.19	\$1,691.10	\$1,775.51	\$1,864.41	\$1,957.30
Public Works Maintenance Worker I	GBU	254	\$1,189.16	\$1,248.60	\$1,311.03	\$1,376.95	\$1,445.38	\$1,517.80
Public Works Maintenance Worker II	GBU	274	\$1,314.02	\$1,379.95	\$1,448.87	\$1,521.29	\$1,597.21	\$1,677.12
Public Works Maintenance Worker III	GBU	281	\$1,360.47	\$1,428.90	\$1,500.31	\$1,575.23	\$1,654.14	\$1,736.55
Public Works Maintenance Worker IV	GBU	285	\$1,387.94	\$1,457.36	\$1,530.28	\$1,606.70	\$1,687.11	\$1,771.51
Public Works Operations Director	M	508	\$4,138.49	\$4,345.61	\$4,563.01	\$4,791.19	\$5,030.62	\$5,281.81
Purchasing Assistant	GBU	280	\$1,353.98	\$1,421.40	\$1,492.82	\$1,567.24	\$1,645.65	\$1,728.06
RDA Executive Director	EXE							\$6,827.14
Records Clerk	MPOA	270	\$1,262.80	\$1,325.96	\$1,392.06	\$1,462.08	\$1,535.04	\$1,611.92
Recreation/Community Programs Coordinator	GBU	313	\$1,596.21	\$1,676.12	\$1,759.52	\$1,847.92	\$1,940.32	\$2,037.21
Recreation/Community Programs Manager	MM	390	\$2,343.37	\$2,460.74	\$2,583.60	\$2,712.95	\$2,848.30	\$2,991.14
Recreation/Community Programs Supervisor	MM	353	\$1,948.81	\$2,046.20	\$2,148.09	\$2,255.47	\$2,368.34	\$2,486.71
Redevelopment Agency Secretary	MM	342	\$1,844.43	\$1,936.82	\$2,033.72	\$2,135.10	\$2,241.98	\$2,354.36
Redevelopment Manager	MM	427	\$2,818.33	\$2,959.18	\$3,107.51	\$3,262.84	\$3,425.65	\$3,596.96
Safety Officer	MM	358	\$1,997.76	\$2,097.64	\$2,202.53	\$2,312.90	\$2,428.27	\$2,549.64
Secretary	GBU	253	\$1,183.17	\$1,242.60	\$1,304.53	\$1,369.96	\$1,438.38	\$1,510.30
Senior Civil Engineer	MM	427	\$2,818.33	\$2,959.18	\$3,107.51	\$3,262.84	\$3,425.65	\$3,596.96
Senior Nutrition Program Monitor	GBU	233	\$1,070.80	\$1,124.74	\$1,180.67	\$1,239.61	\$1,302.04	\$1,366.96
Senior Planner	MM	429	\$2,846.80	\$2,989.14	\$3,138.48	\$3,295.30	\$3,460.11	\$3,632.92
Solid Waste Manager	MM	353	\$1,948.81	\$2,046.20	\$2,148.09	\$2,255.47	\$2,368.34	\$2,486.71
Solid Waste/Recycling Assistant	GBU	283	\$1,374.46	\$1,442.88	\$1,515.30	\$1,591.21	\$1,670.62	\$1,754.03
Solid Waste/Recycling Coordinator	GBU	313	\$1,596.21	\$1,676.12	\$1,759.52	\$1,847.92	\$1,940.32	\$2,037.21
Streets & Storm Drainage Ops. Manager	MM	385	\$2,285.93	\$2,399.80	\$2,520.17	\$2,646.03	\$2,778.38	\$2,917.22
Streets & Storm Drainage Supervisor	MM	340	\$1,826.45	\$1,917.35	\$2,013.24	\$2,114.13	\$2,220.01	\$2,330.88
Tyler Munis Implementation Project Manager	MM	408	\$2,563.62	\$2,691.98	\$2,826.33	\$2,967.67	\$3,116.00	\$3,271.83
Utility Billing Supervisor	MM	334	\$1,772.51	\$1,860.91	\$1,954.31	\$2,051.70	\$2,154.58	\$2,261.96

City of Madera Salary Schedule

Exhibit 1

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Waste Water Treatment Plant Manager	MM	459	\$3,306.29	\$3,471.60	\$3,644.91	\$3,827.20	\$4,018.49	\$4,219.76
Wastewater Collection System Supervisor	MM	346	\$1,881.89	\$1,975.78	\$2,074.67	\$2,178.55	\$2,287.43	\$2,401.80
Water & Sewer Operations Manager	MM	423	\$2,762.90	\$2,900.74	\$3,046.08	\$3,198.41	\$3,358.23	\$3,526.04
Water Conservation Customer Service Representative	GBU	260	\$1,225.62	\$1,286.56	\$1,350.98	\$1,418.41	\$1,489.33	\$1,563.74
Water Conservation Specialist	GBU	283	\$1,374.46	\$1,442.88	\$1,515.30	\$1,591.21	\$1,670.62	\$1,754.03
Water Meter & Conservation Supervisor	MM	340	\$1,826.45	\$1,917.35	\$2,013.24	\$2,114.13	\$2,220.01	\$2,330.88
Water Quality Specialist I	GBU	283	\$1,374.46	\$1,442.88	\$1,515.30	\$1,591.21	\$1,670.62	\$1,754.03
Water Quality Specialist II	GBU	305	\$1,533.78	\$1,610.19	\$1,691.10	\$1,775.51	\$1,864.41	\$1,957.30
Water Quality Specialist III	GBU	325	\$1,694.60	\$1,779.50	\$1,868.40	\$1,961.80	\$2,059.69	\$2,162.57
Water Quality Specialist In Training	GBU	262	\$1,237.61	\$1,299.54	\$1,364.47	\$1,432.89	\$1,504.31	\$1,579.73
Water System Lead Worker	GBU	335	\$1,781.50	\$1,870.40	\$1,963.79	\$2,062.18	\$2,165.07	\$2,273.45
Water System Supervisor	MM	365	\$2,068.68	\$2,172.06	\$2,280.94	\$2,394.81	\$2,514.68	\$2,640.53
Water System Technician	GBU	344	\$1,862.91	\$1,956.30	\$2,054.19	\$2,156.58	\$2,264.46	\$2,377.83
Water System Worker I	GBU	272	\$1,301.04	\$1,365.97	\$1,434.39	\$1,505.81	\$1,581.22	\$1,660.63
Water System Worker II	GBU	311	\$1,580.23	\$1,659.14	\$1,742.04	\$1,829.45	\$1,920.84	\$2,016.73
Water System Worker III	GBU	315	\$1,612.19	\$1,692.60	\$1,777.50	\$1,866.40	\$1,959.80	\$2,057.69
WW Lab Analyst/Environmental Compliance Inspector I	GBU	345	\$1,872.40	\$1,965.79	\$2,064.18	\$2,167.57	\$2,275.94	\$2,389.82
WW Lab Analyst/Environmental Compliance Inspector II	GBU	365	\$2,068.68	\$2,172.06	\$2,280.94	\$2,394.81	\$2,514.68	\$2,640.53
WWTP Lead Operator	GBU	383	\$2,262.96	\$2,376.33	\$2,495.20	\$2,619.56	\$2,750.91	\$2,888.26
WWTP Mechanic	GBU	375	\$2,174.56	\$2,283.44	\$2,397.31	\$2,517.17	\$2,643.03	\$2,775.38
WWTP Operator I	GBU	322	\$1,669.62	\$1,753.03	\$1,840.43	\$1,932.33	\$2,029.22	\$2,130.61
WWTP Operator II	GBU	344	\$1,862.91	\$1,956.30	\$2,054.19	\$2,156.58	\$2,264.46	\$2,377.83
WWTP Operator III	GBU	364	\$2,058.69	\$2,161.57	\$2,269.45	\$2,382.82	\$2,502.19	\$2,627.05
WWTP Operator In Training	GBU	301	\$1,503.31	\$1,578.73	\$1,657.64	\$1,740.55	\$1,827.45	\$1,918.84



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: April 1, 2020

Agenda Number: B-10

SUBJECT:

Consideration of Adopting a Minute Order Ratifying Actions Taken by the City Manager in his Role as Director of Emergency Services Relating to Employee Leave and Benefit Modifications to Support Employees During the COVID-19 Public Health Emergency

RECOMMENDATION:

It is recommended that the City Council (Council) by Minute Order ratify actions taken by the City Manager in his role as Director of Emergency Services relating to employee leave and benefits.

SUMMARY:

Recognizing that City employees are disaster service workers and must continue to provide critical services to our community during these uncertain times, the City Manager took action in his role as Director of Emergency Services to provide both economic and leave benefit modifications to support our employees. The requested action is for Council to ratify these policies and programs in support and recognition of the City's dedicated workforce.

DISCUSSION:

The City of Madera (City) recognizes that pandemics and other disasters may occur from time to time that require flexibility related to the City's various Memorandum of Understanding between labor groups and/or Personnel Rules and Regulations. The emergence of the novel coronavirus (COVID-19) in December 2019 has elicited a major, worldwide response, and it was deemed a pandemic by the World Health Organization on March 11, 2020. The City Council of the City of Madera declared a local state of emergency March 18, 2020.

The City realizes the potential for COVID-19 to impact its workforce, including employees:

- Becoming sick or being exposed to the virus
- Having to care for a sick family member

- Having to care for children who are not sick, but cannot attend school or daycare
- Being ordered by a doctor or public health official to self-quarantine or isolate
- Experiencing increased personal expenditures due to any of the above, as well as supply chain disruptions

Our employees are important to the functions of our local government. Simply put, the City of Madera cannot provide the services it does without the employees who show their commitment to the citizens of Madera every day. The City understands that local, state, and national emergencies, all of which exist right now, can take a significant toll on individuals and families. While government employment comes with many benefits, it also comes with an oath to serve our community above ourselves. This is both a huge responsibility and burden for our employees and their families.

The existence of COVID-19 in and of itself is a challenge for everyone. Coupled with shelter-in-place orders, unexpected business closures, supply chain disruptions, and unanticipated school closures, our employees are facing many challenges and uncertainties while continuing to serve their community. In an effort to help mitigate these challenges and support our dedicated employees as they respond to this emergency, on March 25, 2020, the City Manager, acting as the Director of Emergency Services, issued and implemented two internal policies, COVID-19 Emergency Policies 1 and 2. Additionally, action was also taken to implement a loan program on the City's 457 Deferred Compensation Plan. These actions were necessary and time-sensitive with respect to supporting our vital workforce.

COVID-19 Emergency Policy 1: Temporary COVID-19 Special Sick & Vacation Leave Policies

This policy makes three modifications to existing City policies in an effort to support our dedicated employees. The intent of these modifications is to help employees who are sick or caring for sick relatives and to assist in alleviating financial burdens this emergency has caused. The three modifications are:

1. Emergency Vacation Leave Cash-Out Program

Different bargaining units have different provisions for leave cash-out, however many of these programs are limited to specific times of year. The City recognizes that COVID-19 has and will continue to expose our employees to unanticipated expenditures that may not coincide with existing leave cash-out programs. The COVID-19 Emergency Vacation Leave Cash-Out Program will allow full time employees to cash out up to 40 hours of vacation one time during the period of the local emergency. The employee must maintain a minimum balance after cash-out of 120 hours vacation leave.

2. Sick Leave Borrow Program

The Sick Leave Borrow Program will allow full time employees to borrow up to 40 hours of sick leave should they have insufficient time accrued to cover their need for leave related to COVID-19. The borrowed time will be repaid through either future accruals or unpaid furlough days spread over up to 5 months' time. The program is only for absences specific to COVID-19.

3. Additional Reasons for Sick Leave

In addition to any reasons an employee may use personal sick leave as defined in the Personnel Rules and Regulations or applicable Memorandum of Understanding, employees may use sick leave to:

- a. Care for children who are not necessarily sick, but who require parental supervision due to school or child care cancellation.
- b. Care for an immediate family member who is sick with COVID-19. Immediate family member is as defined in existing policy.
- c. The Employee or immediate family member is ordered to isolate or quarantine by Public Health Officials or a treating physician.

COVID-19 Emergency Policy 2: Families First Coronavirus Response Act

This policy recognizes the two new federal paid leave provisions enacted by the Families First Coronavirus Response Act (the Act). The Act created Family Medical Leave Act Public Health Emergency Leave (E-FMLA) and Emergency Paid Sick Leave (E-PSL), as outlined below. Both E-FMLA and E-PSL will go into effect April 2, 2020, however adoption of an internal policy prior to the effective date was critical to help employees understand the leave provisions and make choices for their families.

1. E-FMLA

- Eligibility: Employee has been employed for at least 30 days and has not already exhausted FMLA leave
- Employee is eligible for up to 12 weeks of leave if they cannot be at work or telework due to a school or child care closure caused by a public health emergency
- 10 day waiting period where an employee may use their own leave banks or E-PSL
- After waiting period, up to 10 additional weeks of leave at 2/3 pay, not to exceed \$200/day and \$10,000 total

2. E-PSL

- Any employee is eligible for 2 weeks of paid Emergency Sick Leave starting their first day of work
- Full pay for those:
 - In isolation
 - Health-care provider places in self-quarantine
 - Employee is experiencing symptoms of COVID-19 and seeking medical diagnosis
- 2/3 pay for those:
 - Caring for an individual who is quarantined or in isolation
 - Caring for a child whose school or child care is closed because of COVID-19 precautions
 - Any other substantially similar situation

457 Deferred Compensation Loan Program

The City offers a 457 Deferred Compensation Plan (457 Plan) for employees to participate in to provide supplementary retirement income. The 457 Plan allows for pre-tax contributions that are

taxed upon withdrawal. 457 Plans are governed by the Internal Revenue Service (IRS). The IRS allows for three types of disbursements for 457 Plans:

1. Withdrawal any time after separation from service, with no age limitations
2. Emergency withdrawal while employed for such things as imminent foreclosure or eviction due to non-payment, catastrophic loss not covered by insurance, or unexpected medical costs not covered by insurance. These withdrawals are not repaid.
3. Loans to an individual from their own account. These loans must be repaid. The employee borrows money from their own personal 457 account and must repay the loan with interest.

The City's plan does not currently have the loan option. In an effort to assist employees with increased expenses caused by the emergency, including potential unemployment of spouses or close family, unexpected leaves of absence or illness, and unexpected merchandise price fluctuations, it was imperative to move quickly to begin implementation of the loan program and add this benefit as an option. Employees will be allowed only one outstanding loan at any given time.

FINANCIAL IMPACT:

Many of the enacted provisions relate to leave from work. Any financial impact will be through loss of work time for the City. This is not quantifiable at this time, however the City will track the amount of leave specific to the policy provisions. Accurate information will be dependent on employees correctly coding their timesheets.

The vacation leave cash-out provision will have a financial impact, but the magnitude depends on the number of employees who participate. Approximately half of the City's full time workforce currently have a leave balance that meets the 120 hour minimum threshold, and not all of those who qualify with the minimum balance have a full 40 hours above the minimum to cash-out. Additionally, not everyone will participate. Staff will track these specific leave cash-outs so that the program can be quantified. At this time, it is anticipated that there are sufficient salary savings from vacancies to cover the expenses related to this program.

The 457 Plan loan program creates no administrative burden on the City besides initial forms to complete implementation of the programs. After implementation, the programs are managed by the plan provider. Employees are borrowing their own money and responsible for their own repayments. Repayments will be processed through payroll deductions, however they are processed very similar to existing plan contributions, so there is no anticipated quantifiable burden that will be created.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

1. Council could direct staff to review additional benefit provisions.
2. Council could direct staff to modify effective dates of identified programs.
3. Council could direct staff to terminate any implemented programs.

ATTACHMENTS:

1. COVID-19 Emergency Policy 1: Temporary COVID-19 Special Sick & Vacation Leave Policies
2. COVID-19 Emergency Policy 2: Families First Coronavirus Response Act

CITY OF MADERA COVID-19 Emergency Policy	Policy No. 1
	Date Adopted: 3/25/2020
	Date(s) Revised:
Subject: Temporary COVID-19 Special Sick & Vacation Leave Policies	

Introduction

The City of Madera (City) recognizes that pandemics and other disasters may occur from time to time that require flexibility related to the City's various Memorandum of Understanding between labor groups and/or Personnel Rules and Regulations. The emergence of the novel coronavirus (COVID-19) in December 2019 has elicited a major, worldwide response, and it was deemed a pandemic by the World Health Organization on March 11, 2020. The City Council of the City of Madera declared a local state of emergency March 18, 2020.

The City realizes the potential for COVID-19 to impact its workforce, including employees:

- becoming sick or being exposed to the virus
- having to care for a sick family member
- having to care for children who are not sick, but cannot attend school or daycare
- being ordered by a doctor or public health official to self-quarantine or isolate
- experiencing increased personal expenditures due to any of the above, as well as supply chain disruptions

COVID-19 Special Sick & Vacation Leave Policies

For these reasons, the City Council has authorized three special emergency leave provisions to assist employees in navigating COVID-19's effect on their personal life.

1. COVID-19 Emergency Vacation Leave Cash-Out Program

Different bargaining units have different provisions for leave cash-out, however many of these programs are limited to specific times of year. The City recognizes that COVID-19 has and will continue to expose our employees to unanticipated expenditures due to such things as supply shortages, unexpected child care costs for school aged children, or medical care. For this reason, the COVID-19 Emergency Vacation Leave Cash-Out Program will allow full time employees to cash out up to 40 hours of vacation one time during the period of the local emergency. The employee must maintain a minimum balance after cash-out of 120 hours vacation leave. The employee must make the request in writing using the form provided with this policy as Attachment A.

2. Sick Leave Borrow Program

The Sick Leave Borrow Program will allow full time employees to borrow sick leave should they have insufficient time accrued to cover their need for leave related to COVID-19. The employee will be allowed to borrow up to a total of 40 hours and repay those hours through either future accruals or unpaid furlough days spread

over up to 5 months' time. Employees may participate in the Sick Leave Borrow Program for any of the reasons listed in items 3a-3c below, as well as for the employee's own COVID-19 illness. The employee must make a request to participate in this program in writing using the form provided with this policy as Attachment B.

3. Additional Reasons for Using Sick Leave

In addition to any reasons an employee may use sick leave as defined in the Personnel Rules and Regulations or applicable Memorandum of Understanding, employees may use sick leave to:

- a. Care for children who are not necessarily sick, but who require parental supervision due to school or child care cancellation.
- b. Care for an immediate family member who is sick with COVID-19. Immediate family member is as defined in existing policy.
- c. The Employee or immediate family member is ordered to isolate or quarantine by Public Health Officials or a treating physician.

Consistent with existing policy, the City may require medical documentation to support the use of Sick Leave.

Effective Period of this Policy

These emergency leave provisions shall remain in effect for the duration of the City's local COVID-19 emergency declaration and shall sunset at such time that the City Council terminates the local emergency. All other terms and conditions of personnel policies and MOU provisions shall remain in effect.

ATTACHMENT A

REQUEST FOR COVID-19 EMERGENCY LEAVE CASH OUT

Employee Name: _____ EE ID#: _____

I hereby request cash out of _____ hours of vacation. I understand that I may make this request for COVID-19 Emergency Leave Cash Out no more than one time during the local COVID-19 emergency. I further understand that I must maintain a minimum balance of 120 hours in my vacation leave bank after the requested cash out is processed. Additionally, I understand that any leave cash out is subject to applicable taxes in the same manner as normal wages.

Employee Signature

Date

Please submit original request to Human Resources. Requests will be paid in the pay check for the pay period in which the request was received.

ATTACHMENT B

AGREEMENT FOR REPAYMENT OF BORROWED SICK LEAVE TIME

Employee Name: _____ EE ID#: _____

I have exhausted my sick leave bank and hereby request to borrow _____ hours of sick leave (maximum borrow amount is 40 hours).

Reason:

- ☐ Employee COVID-19 illness
- ☐ Loss of childcare
- ☐ Immediate Family Member COVID-19 Illness: Relationship _____
- ☐ Health official or health care provider requested quarantine/isolation

Repayment option selection (complete the appropriate option).

Option 1—Forego Sick Leave Accrual

Commencing on _____, 20____, I agree to forego my biweekly sick leave accrual until the sick leave advance is repaid.

Option 2—Unpaid furlough days

I understand that the furlough days used to repay my sick leave advance must be done in increments based on my normal work schedule. In order to repay the sick leave advance, I agree to take the following days off as unpaid furlough days (indicate regular hours worked on each of the days):

I understand and fully acknowledge that the number of hours of sick leave borrowed is required to be repaid within 5 months of the date of the borrow being granted. If, for any reason, I leave City employment prior to the full repayment of the sick leave advance, I consent to the withholding of the amount necessary to repay the City for the sick leave advance from my last payroll warrant or direct deposit.

Employee Signature

Date

Department Head Signature

Date

Upon completion, retain one copy for department files and forward the original to Human Resources.

CITY OF MADERA COVID-19 Emergency Policy	Policy No. 2
	Date Adopted: 3/25/2020
	Date(s) Revised:
Subject: Families First Coronavirus Response Act	

Introduction

The emergence of the novel coronavirus (COVID-19) in December 2019 has elicited a major, worldwide response, and it was deemed a pandemic by the World Health Organization on March 11, 2020. The City Council of the City of Madera declared a local state of emergency March 18, 2020. The Federal government has also responded to COVID-19 and on March 18, 2020, the US Senate passed the Families First Coronavirus Response Act (the Act) and president Trump signed the bill into law a few hours later. Among other things, the Act (1) amends the Family Medical Leave Act (FMLA) by providing FMLA Public Health Emergency Leave and (2) provides Emergency Paid Sick Leave to assist employees for certain COVID-19 related reasons. The intent of this policy is to confirm the provisions of the Act related to these two new leave types and their application to City employees.

The Families First Coronavirus Response Act

FMLA Public Health Emergency Leave (E-FMLA)

Summary

Public Health Emergency FMLA (E-FMLA) is an expansion of FMLA to include leave for employees who are unable to work or telework because he/she needs to care for his/her child due to a school or day care closure related to a public health emergency.

Applicability

As a government employer, the City of Madera is required to provide benefits under this new law.

Term

The Act goes into effect April 2, 2020, unless enacted sooner by the Department of Labor, and will sunset December 31, 2020. The benefits granted by the Act apply prospectively upon the effective date of the Act.

Eligibility and Use of Leave

City of Madera employees who have been employed for at least 30 calendar days are eligible for E-FMLA leave.

E-FMLA leave is subject to that employee having FMLA leave available. If an employee has exhausted their FMLA leave within the last 12 months, they do not qualify for E-FMLA leave. However, once the employee is eligible for FMLA leave again, they would be eligible for the E-FMLA leave if they experience a qualifying coronavirus-related event. If an employee has used part of their FMLA leave within the last 12 months, they are entitled to use the remaining balance of their 12-week FMLA entitlement for a qualifying coronavirus-related reason as E-FMLA leave.

An employee may take E-FMLA leave if the employee is unable to work, or “telework,” due to a need for leave to care for a son or daughter under 18 years of age if their school or place of care has been closed, or if the child care provider of such son or daughter is unavailable, due to a public health emergency.

Employees have the right to take up to 12 weeks of job-protected E-FMLA leave. The initial 10 days of leave may consist of unpaid leave. However, an employee may elect to substitute any accrued vacation leave, sick leave, compensatory time off, administrative leave, holiday leave, or floating holiday leave for unpaid leave during the initial 10 days of leave. The employee may also elect to substitute the two weeks of unpaid leave with the Emergency Paid Sick Leave provided under the Act, as further explained later in this Policy.

From the eleventh day of an employee’s E-FMLA leave thereafter, the City will provide paid leave in an amount not less than two-thirds of an employee’s “regular rate of pay” for the number of hours the employee would otherwise be normally scheduled to work during the leave time, not to exceed the Limits as outlined below. If the employee’s schedule has varying hours from week to week, including part-time employees, the hours used for this calculation would be a number equal to the average number of hours that the employee was scheduled per day over the six-month period ending on the date which the employee takes the E-FMLA leave, including hours used by the employee for leave of any type. The Act permits employees to supplement the two-thirds pay with their accrued leaves to achieve 100% of their regular rate of pay.

Limits

Consistent with the Act, there is a cap on the paid portion of the E-FMLA leave and it will not exceed \$200 per day and \$10,000 in total.

Employee Responsibilities

Employees desiring to take E-FMLA leave must make the request in writing on forms provided by the Human Resources Department.

Emergency Paid Sick Leave Act (E-PSL)

Applicability

As a government employer, the City of Madera is required to provide benefits under this new law.

Term

The Act goes into effect April 2, 2020, unless enacted sooner by the Department of Labor, and will sunset December 31, 2020. The benefits granted by the Act apply prospectively upon the effective date of the Act.

Eligibility and Use of Leave

City of Madera employees are eligible for E-PSL regardless of how long the employee has worked for the City. The Act that was signed into law includes an addition that requires the Secretary of Labor to issue regulations to exclude certain health care providers/emergency responders from the definition of “employee” under the Act. The City will follow any regulations issued by the Department of Labor in administering E-PSL.

Employees are entitled to E-PSL at their regular rate of pay, subject to limits as identified below, if they are unable to work or telework for the following reasons:

- (1) The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.
- (2) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
- (3) The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.

Employees are entitled to Emergency Paid Sick Leave at two-thirds of the employee’s regular rate of pay, subject to limits as identified below, if they are unable to work or telework because:

- (4) The employee is caring for an individual who is subject to a Federal, State, or local quarantine or isolation order related to COVID-19 or has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
- (5) The employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions.

- (6) The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

The Act permits employees to supplement the two-thirds pay with their accrued leaves to achieve 100% of their regular rate of pay.

E-PSL is provided in addition to any other City-provided paid time off.

Limits

Consistent with the Act, E-PSL is subject to the following monetary caps:

\$511/Day and \$5,110 in the Aggregate for the Following Employee-Related COVID-19 Absence Reasons

1. The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.
2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.

\$200/Day and \$2,000 in the Aggregate for the Following Reasons Related to the Employee Taking Leave to Care for an "Individual" or "Son or Daughter"

4. The employee is caring for an individual who is subject to an order by a Federal, State, or local quarantine or isolation order related to COVID-19, or has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
5. The employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions.
6. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

As defined in the Act, "Son or Daughter" has the same definition as it does under the FMLA, and means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under 18 years of age, or 18 years of age or older and incapable of self-care because of a mental or physical disability.

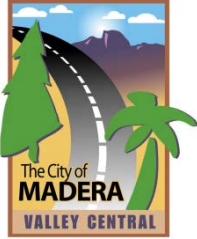
If an employee seeks to care for an “individual” as stated above, the employee shall provide the type of relationship when certifying the need for leave.

Interaction with E-FMLA Leave

E-PSL will run concurrently with E-FMLA leave if the employee has such leave available.

Employee Responsibilities

Employees desiring to take E-PSL leave must make the request in writing on forms provided by the Human Resources Department.



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: April 1, 2020

Agenda Number: D-1

SUBJECT:

Waive Full Reading and Introduction of an Ordinance of the City of Madera Adding Section 1-6.18 to Title I Chapter 6 of the Madera Municipal Code relating to City Manager Authority on Claims Against the City

RECOMMENDATION:

It is recommended that the City Council (Council) introduce the ordinance delegating to the City Manager certain authority relative to claims against the City.

SUMMARY:

In review of current City practices, the City Attorney has recommended the City consider an Ordinance amending the Madera Municipal Code relative to settlement authority for claims filed against the City. If adopted, the Ordinance would delegate authority for claims of ten thousand dollars (\$10,000) or less. In addition, the City Manager would have the authority to determine timeliness and sufficiency of claims filed, as well as reject all claims.

DISCUSSION:

During the normal course of business, the City of Madera experiences claims for damages or injuries filed under the Tort Claims Act

- Through litigation not covered by the Tort Claims Act
- Under the Workers' Compensation System

In addition, the City files claims against insurance companies or individuals for damage or injuries incurred to City property or employees caused by an outside party.

Currently, the City has a resolution that provides the City Manager, in consultation with the City Attorney, authority to:

- Determine timeliness and sufficiency of claims filed under the Tort Claims Act
- Settle any claim that is valued at \$5,000 or less

In order to increase operational efficiencies, the City Attorney has drafted an Ordinance that would delegate the following authority to the City Manager:

- Determine timeliness and sufficiency of claims filed under the Tort Claims Act
- Rejection authority for all claims
- Settle any claim that is valued at \$10,000 or less

There are no statutory limitations on authority that can be granted for settlement of litigation not covered by the Tort Claims Act or worker's compensation claims, however it should be noted that Government Code §935.4 provides that delegation of authority to an employee of a General Law City shall not exceed fifty thousand dollars (\$50,000). The recommended authority limit is well within the Government Code requirements.

FINANCIAL IMPACT:

There is no anticipated financial impact from this modification.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Council could direct staff to modify the settlement authority amount up or down.

ATTACHMENTS:

1. Ordinance

ORDINANCE NO. 20-

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA ADDING
SECTION 1-6.18 TO TITLE I CHAPTER 6 OF THE MADERA MUNICIPAL CODE
RELATING TO CITY MANAGER AUTHORITY ON CLAIMS AGAINST CITY**

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

SECTION 1. Section 1-6.18 is added to the Madera Municipal Code is amended to read as follows:

§ 1-6.18 City Manager Authority on Claims.

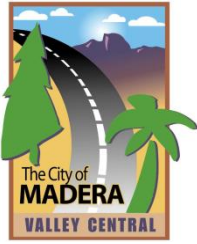
Pursuant to Government Code Section 935.4, the City Council delegates authority to the City Manager to review all claims for sufficiency and to reject any and all claims. The City Council delegates to the City Manager authority to allow, compromise, or settle claims, including workers' compensation claims, for an amount up to ten thousand dollars (\$10,000.00) subject to consultation with the City Attorney. The City Council shall have sole authority to allow, compromise, or settle claims for an amount in excess of ten thousand dollars (\$10,000.00).

Any reference to "City Council" in this Chapter shall apply to claims authority of City Manager under this section.

SECTION 2. CEQA. The City Council finds this ordinance is not a project under the California Environmental Quality Act because it can be seen with certainty that it will not have a significant effect or physical change to the environment. See Title 14, California Code of Regulations, Section 15061 (b) (3).

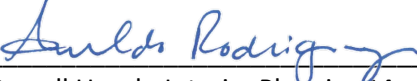
SECTION 3. PUBLICATION. This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after its passage.



REPORT TO CITY COUNCIL

Approved by:


Darrell Unruh, Interim Planning Manager


Arnoldo Rodriguez, City Manager

Council Meeting of: April 1, 2020

Agenda Number: D-2

SUBJECT:

Consideration of adopting Resolutions approving agreements for Planning, Zoning, and Environmental Review Consultant Services and on-call City Planning Services with the following firms:

1. Rincon Consultants, Inc., not to exceed \$50,000; and
2. Provost & Pritchard Consulting Group, not to exceed \$50,000

RECOMMENDATION:

It is recommended that the City Council (Council) adopt the resolutions approving the two agreements, one with Rincon Consultants, Inc. and the other with Provost & Pritchard Consulting Group, to assist the City's planning staff in the conduct of analysis and preparation of reports pertaining to planning, zoning, entitlement review, and environmental review (CEQA) applications and processes.

SUMMARY:

The Planning Department is in need of professional planning services to assist staff in the analysis, evaluation, and preparation of recommendations pertaining to the development and use of properties in accordance with the City's applicable plans, policies, ordinances, and development standards. With recent reductions in planning staff, the remaining staff is unable to provide an appropriate and desirable level of service to the community, Planning Commission, and the Council.

The City has continued to receive land use entitlements for the development and use of properties, which involve the evaluation and consideration of planning and zoning land use applications and attendant environmental review and preparation of documentation. These processes are conducted in accordance with applicable State and Municipal laws, ordinances, and policies to promote the health, safety, and welfare of the community and its residents. The City has also consistently focused efforts and resources to provide a high level of service to its

residents and businesses. These efforts have resulted in notable development of new housing, expanded commercial opportunities, and job creating industrial growth.

In order to continue to provide a high level of service necessary to meet expectations of the community and the Council, Planning staff, at the direction of the City Manager, has solicited written proposals from the local offices of three planning and engineering firms. These firms are active and well regarded within the region and include Rincon Consultants, Inc., Provost & Pritchard Consulting Group, and Precision Civil Engineering, Inc. Staff is requesting approval to enter into professional services agreements with two of the firms, Rincon Consultants, Inc., and Provost & Pritchard Consulting Group, at this time.

The two agreements will be for planning, zoning, and environmental review and report preparation performed as directed by the City's planning staff and the City Manager. These services will be provided by the consulting firms in accordance with agreements prepared as directed and approved by the City Attorney. The total value of each agreement shall not exceed \$50,000.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The recommended agreements are a required part of the review and approval process for a development project. As such, approval of the agreements is consistent with the City's vision statements for "a well-planned city" and "good jobs and economic opportunity."

FINANCIAL IMPACT:

The cost of these professional consulting services will be born in part by fees paid by applicants of land use and development entitlements together with salary savings from the budgeted but vacant staff allocations.

ALTERNATIVES:

As an alternative to staff's recommendation, the Council may:

1. Direct staff to obtain proposals from other firms.
2. Approve the agreements for smaller amounts.
3. Request that staff clarify or provide additional information.

ATTACHMENTS:

1. Resolution approving an agreement with Rincon Consultants, Inc. not to exceed \$50,000
 - a. Agreement with Rincon Consultants, Inc. for contract planning
2. Resolution approving an agreement with Provost & Pritchard Consulting Group not to exceed \$50,000
 - a. Agreement with Provost & Pritchard for contract planning

1. Resolution approving an agreement with Rincon Consultants, Inc. not to exceed \$50,000
 - a. Agreement with Rincon Consultants, Inc. for contract planning

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
APPROVING AN AGREEMENT WITH RINCON CONSULTANTS, INC.
FOR PLANNING AND ENVIRONMENTAL REVIEW SERVICES
RELATING TO IMPLEMENTATION OF THE CITY'S ADOPTED PLANS,
POLICIES, AND ZONING REGULATIONS AND AUTHORIZING THE
MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

WHEREAS, the City is processing numerous applications for land use and development entitlements within the City (the "Project"); and

WHEREAS, the City is in need of land use planning and environmental review services in connection with its efforts to assure compliance with applicable standards, policies, and laws; and

WHEREAS, Rincon Consultants, Inc. is a firm that is qualified to provide professional environmental planning services (the "Services"); and

WHEREAS, City staff solicited proposals from local professional Planning firms experienced with land use regulations and preparation of environmental documentation in accordance with the California Environmental Quality Act; and

WHEREAS, City has prepared an Agreement for services with Rincon Consultants, Inc. ("Agreement") and such Agreement is in the best interests of both parties.

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

1. The recitals listed above are true and correct.
2. The Agreement with Rincon Consultants, Inc., not to exceed \$50,000, for professional planning and environmental review services related to applicable standards, policies and laws, a copy of which is attached as Exhibit 1 to this resolution, is hereby approved.
3. The Mayor is authorized to execute the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into the 2nd day of April, 2020, by and between Rincon Consultants, Inc. ("Firm") and the City of Madera ("City").

RECITALS

- A. The City has an immediate need for professional planning consultant services due to unexpected vacant positions in the City's Planning Department.
- B. Firm has the professional competence, experience, and qualifications to provide professional planning services required by City.
- C. City desires to retain Firm to provide said services.

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are incorporated herein by this reference.
2. Services. The City hereby contracts with Firm to provide services herein set forth at the compensation and upon the terms and conditions herein expressed, and Firm hereby agrees to perform such services for said compensation, and upon said terms and conditions. City hereby authorizes Firm to commence work immediately upon approval of this agreement by the City Council at a scheduled meeting of said governing body.
3. Obligations, duties and responsibilities of Firm. It shall be the duty, obligation and responsibility of the Firm, in a skilled and professional manner, to perform the services in accordance with the Scope of Work identified in Exhibit A.
4. Compensation. City shall compensate Firm for professional services at the appropriate rate indicated in the Rincon Standard Fee Schedule for Environmental Sciences and Planning Services for consulting services.
5. Assignment of Personnel. Rincon Consultants, Inc., will provide project manager, Eric VonBerg, and any additional qualified individual(s) to assist City's Planning Department and will be assigned subject to the approval of the Planning Manager or City Manager.
6. Billings and Payments.
 - 6.1 Firm shall submit a billing statement which will include services by Firm provided monthly in arrears, no later than the tenth of the month following the month service was rendered. The billing statement shall be submitted to the City's designee.

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

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

6.3 The billing statements shall be prepared and organized in a manner that facilitates an efficient review of the services performed.

6.4 City shall make payments monthly based on a monthly itemized billing statement for the previous month. City shall make its best effort to process payments promptly and not later than 30 days after receiving Firm's monthly billing statement.

7. Term and Termination.

7.1 This Agreement shall be effective on April 2, 2020, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect unless otherwise terminated earlier by one of the parties. Firm may be contacted following termination of the Agreement for clarification and consultation on matters covered during performance of the scope of services. Any such contact will be billed in accordance with Section 4 of this Agreement.

7.2 City reserves the right to discharge Firm and terminate this Agreement at any time. In the event of such discharge or termination, the City shall compensate Firm for services rendered up to and including the date of termination. City shall terminate services and/or the Agreement by delivering to Firm 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:

Rincon Consultants, Inc.
Richard Daulton, Principal / Vice President
RDaulton@rinconconsultants.com

7.3 Firm may terminate this Agreement at any time by giving the City not less than fifteen (15) days prior written notice. Notices required under this section shall be emailed as follows:

City of Madera
Arnoldo Rodriguez, City Manager
arodriguez@madera.gov

8. Insurance and Indemnification.

8.1 During the term of this Agreement, Firm shall maintain, keep in force, and pay all premiums required to maintain and keep in force the policies and limits of such policies as required in Exhibit B of this Agreement.

8.2 To the furthest extent allowed by law, Firm shall indemnify, hold harmless, and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage), and from any and all claims, demands, and actions in law or equity (including reasonable attorney's fees and litigation expense) that arise out of, pertain to, or related to the negligence, recklessness, or willful misconduct of Firm, its principals, officers, employees, agents, or volunteers in the performance of this Agreement. The obligations under this paragraph are in addition to, and are not limited by any insurance which Firm is otherwise required to maintain under this Agreement.

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

10. Hiring of Consultant's Associates and/or Subcontractors. City agrees that each of Consultant's associates and/or subcontractors will only be able to obtain a direct contract or professional services agreement with the City, only after the expiration of the contract or professional services agreement with Consultant AND only after 2 years from the expiration date of the contract or professional services agreement with Consultant. City agrees to hire one of Consultant's associates and/or subcontractors as a full time, permanent, fully benefited employee of the City, only after City has performed a recruitment AND the associate and/or subcontractor has billed 960 hours to the City. If City employs Consultant's associates and/or subcontractors through another temporary service or staffing agency, City agrees to pay a fee of 10% of the associate and/or subcontractor's annualized wages based on the hourly rate charged, to Consultant.

11. Compliance with Law. Firm shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included are incorporated by reference.

12. Miscellaneous.

12.1 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.

12.2 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.

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

12.4 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.

12.5 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.

12.6 Incorporation of Documents. All documents constituting the Agreement documents described in Section 3 hereof 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.

12.7 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.

12.8 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.

12.9 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.

12.10 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.

12.11 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.

12.12 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.

12.13 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.

13. 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 Firm and the City.

RINCON CONSULTANTS, INC.

CITY OF MADERA

Richard Daulton
Principal / Vice President

Andrew J. Medellin, Mayor

Date: _____, 2020

Date: _____, 2020

ATTEST

APPROVED AS TO FORM

Alicia Gonzales, City Clerk

Hilda Montoy, City Attorney

Date: _____, 2020

Date: _____, 2020

EXHIBIT A

SCOPE OF SERVICES

Firm will provide professional planning services tailored specifically to meet the needs of each individual project. It is anticipated that Firm's planners will provide the following functions as an extension of City staff:

1. Reviewing and accepting planning applications and answering questions from members of the community, stakeholder groups, developers, or other interested parties on applications we are processing
2. Holding office hours at City Hall, if necessary for a particular project, including attendance at evening Planning Commission and/or City Council meetings
3. Analyzing development projects for compliance with the City's General Plan, specific plans, Zoning Ordinance, and other policies
4. Preparing staff reports, approval/denial findings, resolutions, and conditions of approval for discretionary applications and review and processing of ministerial applications
5. Attending and giving oral presentations at Planning Commission and/or City Council meetings, neighborhood councils, or other stakeholder organizations
6. Reviewing project applications for completeness and providing constructive input to applicants in a timely manner consistent with the Permit Streamlining Act
7. Administering condition compliance, building and safety plan check, and mitigation monitoring and reporting programs

EXHIBIT B

INSURANCE REQUIREMENTS

Insurance Requirements.

Without limiting Firm's indemnification of City, and prior to commencement of Work, Firm shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Sub-consultants 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:

Firm 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 should 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.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Firm 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.
- **Workers' Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Firm 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 in the aggregate. Firm 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 Firm agrees to maintain continuous coverage through a period of no less than three years after completion of services required by this Agreement.

Maintenance of Coverage.

Firm 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 Firm, its agents, representatives, employees, subcontractors, or sub-consultants as specified in this Agreement.

Proof of Insurance.

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

Acceptable Insurers.

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

Waiver of Subrogation.

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

Enforcement of Contract Provisions (non estoppel).

Firm acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Firm 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 Firm maintains

higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Firm.

Notice of Cancellation.

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

Self-insured Retentions.

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

Timely Notice of Claims.

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

Additional Insurance.

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

2. Resolution approving an agreement with Provost & Pritchard Consulting Group
not to exceed \$50,000
 - a. Agreement with Provost & Pritchard for contract planning

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
APPROVING AN AGREEMENT WITH PROVOST & PRITCHARD
CONSULTING GROUP FOR PLANNING AND ENVIRONMENTAL
REVIEW SERVICES RELATING TO IMPLEMENTATION OF THE CITY'S
ADOPTED PLANS, POLICIES, AND ZONING REGULATIONS AND
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON
BEHALF OF THE CITY**

WHEREAS, the City is processing numerous applications for land use and development entitlements within the City (the "Project"); and

WHEREAS, the City is in need of land use planning and environmental review services in connection with its efforts to assure compliance with applicable standards, policies, and laws; and

WHEREAS, Provost & Pritchard Consulting Group is a firm that is qualified to provide professional environmental planning services (the "Services"); and

WHEREAS, City staff solicited proposals from local professional Planning firms experienced with land use regulations and preparation of environmental documentation in accordance with the California Environmental Quality Act; and

WHEREAS, City has prepared an Agreement for services with Provost & Pritchard Consulting Group ("Agreement") and such Agreement is in the best interests of both parties.

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

1. The recitals listed above are true and correct.
2. The Agreement with Provost & Pritchard Consulting Group, not to exceed \$50,000, for professional planning and environmental review services related to applicable standards, policies, and laws, a copy of which is attached as Exhibit 1 to this resolution, is hereby approved.
3. The Mayor is authorized to execute the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into the 2nd day of April, 2020, by and between Provost and Pritchard Consulting Group ("Firm") and the City of Madera ("City").

RECITALS

- A. The City has an immediate need for professional planning consultant services due to unexpected vacant positions in the City's Planning Department.
- B. Firm has the professional competence, experience, and qualifications to provide professional finance and accounting services required by City.
- C. City desires to retain Firm to provide said services.

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are incorporated herein by this reference.

2. Services. The City hereby contracts with Firm to provide services herein set forth at the compensation and upon the terms and conditions herein expressed, and Firm hereby agrees to perform such services for said compensation, and upon said terms and conditions. City hereby authorizes Firm to commence work immediately upon approval of this agreement by the City Council at a scheduled meeting of said governing body.

3. Obligations, duties and responsibilities of Firm. It shall be the duty, obligation and responsibility of the Firm, in a skilled and professional manner, to perform the services in accordance with the Scope of Work identified in Exhibit A.

4. Compensation. City shall compensate Firm for professional services at the rate of according to the 2020 Standard Fee Schedule for consulting services.

5. Assignment of Personnel. Firm will provide project manager, Sara Allinder, AICP, and any additional qualified individual(s) to assist City's Planning Department and will be assigned subject to the approval of the Planning Manager or City Manager.

6. Billings and Payments.

6.1 Firm shall submit a billing statement which will include services by Firm provided monthly in arrears, no later than the tenth of the month following the month service was rendered. The billing statement shall be submitted to the City's designee.

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

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

6.3 The billing statements shall be prepared and organized in a manner that facilitates an efficient review of the services performed.

6.4 City shall make payments monthly based on a monthly itemized billing statement for the previous month. City shall make its best effort to process payments promptly and not later than 30 days after receiving Firm's monthly billing statement.

7. Term and Termination.

7.1 This Agreement shall be effective on April 2, 2020, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect unless otherwise terminated earlier by one of the parties. Firm may be contacted following termination of the Agreement for clarification and consultation on matters covered during performance of the scope of services. Any such contact will be billed in accordance with Section 4 of this Agreement.

7.2 City reserves the right to discharge Firm and terminate this Agreement at any time. In the event of such discharge or termination, the City shall compensate Firm for services rendered up to and including the date of termination. City shall terminate services and/or the Agreement by delivering to Firm 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:

Provost and Pritchard Consulting Group
Heather Bashian, RCE 73075
Vice President
hbashian@ppeng.com

7.3 Firm may terminate this Agreement at any time by giving the City not less than fifteen (15) days prior written notice. Notices required under this section shall be emailed as follows:

City of Madera
Arnoldo Rodriguez, City Manager
arodriguez@madera.gov

8. Insurance and Indemnification.

8.1 During the term of this Agreement, Firm shall maintain, keep in force, and pay all premiums required to maintain and keep in force the policies and limits of such policies as required in Exhibit B of this Agreement.

8.2 To the furthest extent allowed by law, Firm shall indemnify, hold harmless, and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage), and from any and all claims, demands, and actions in law or equity (including reasonable attorney's fees and litigation expense) that arise out of, pertain to, or related to the negligence, recklessness, or willful misconduct of Firm, its principals, officers, employees, agents, or volunteers in the performance of this Agreement. The obligations under this paragraph are in addition to, and are not limited by any insurance which Firm is otherwise required to maintain under this Agreement.

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

10. Hiring of Consultant's Associates and/or Subcontractors. City agrees that each of Consultant's associates and/or subcontractors will only be able to obtain a direct contract or professional services agreement with the City, only after the expiration of the contract or professional services agreement with Consultant AND only after 2 years from the expiration date of the contract or professional services agreement with Consultant. City agrees to hire one of Consultant's associates and/or subcontractors as a full time, permanent, fully benefited employee of the City, only after City has performed a recruitment AND the associate and/or subcontractor has billed 960 hours to the City. If City employs Consultant's associates and/or subcontractors through another temporary service or staffing agency, City agrees to pay a fee of 10% of the associate and/or subcontractor's annualized wages based on the hourly rate charged, to Consultant.

11. Compliance with Law. Firm shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included are incorporated by reference.

12. Miscellaneous.

12.1 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.

12.2 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.

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

12.4 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.

12.5 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.

12.6 Incorporation of Documents. All documents constituting the Agreement documents described in Section 3 hereof 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.

12.7 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.

12.8 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.

12.9 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.

12.10 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.

12.11 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.

12.12 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.

12.13 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.

13. 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 Firm and the City.

RINCON CONSULTANTS, INC.

CITY OF MADERA

Name
Title
Provost and Pritchard Consulting Group

Andrew J. Medellin, Mayor

Date: _____, 2020

Date: _____, 2020

ATTEST

APPROVED AS TO FORM

Alicia Gonzales, City Clerk

Hilda Montoy, City Attorney

Date: _____, 2020

Date: _____, 2020

EXHIBIT A

SCOPE OF SERVICES

Firm will provide the following professional planning services at the direction of the Planning Manager or City Manager. Specific responsibilities of Firm's staff will be coordinated between City staff and Ms. Allinder as projects are assigned.

1. Assist City staff with processing of property development entitlements and other land use planning processes and documents. Processing services may include review of applications for completeness; applicant communication; coordination of staff and public agency review and comment; preparation of legal notices; and preparation of analysis and staff reports, including resolutions/ordinances.
2. Assist City staff in the coordination of the CEQA process and compliance, including preparation of categorical exemptions, initial studies, and negative declarations as well as coordination of the EIR process.
3. Assist City staff with the preparation and/or coordination of planning documents, including the Zoning Ordinance, General Plan, and special studies.
4. Attending and giving oral presentations at Planning Commission and/or City Council meetings, neighborhood councils, or other stakeholder organizations
5. Other such matters as may be directed from time to time by the City Manager and/or Planning Manager.

EXHIBIT B

INSURANCE REQUIREMENTS

Insurance Requirements.

Without limiting Firm's indemnification of City, and prior to commencement of Work, Firm shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Sub-consultants 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:

Firm 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 should 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.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Firm 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.
- **Workers' Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Firm 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 in the aggregate. Firm 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 Firm agrees to maintain continuous coverage through a period of no less than three years after completion of services required by this Agreement.

Maintenance of Coverage.

Firm 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 Firm, its agents, representatives, employees, subcontractors, or sub-consultants as specified in this Agreement.

Proof of Insurance.

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

Acceptable Insurers.

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

Waiver of Subrogation.

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

Enforcement of Contract Provisions (non estoppel).

Firm acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Firm 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 Firm maintains

higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Firm.

Notice of Cancellation.

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

Self-insured Retentions.

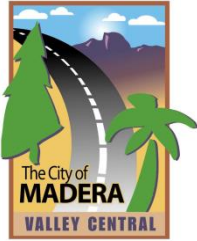
Any self-insured retentions must be declared to and approved by City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims.

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

Additional Insurance.

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



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: April 1, 2020

Agenda Number: D-3

SUBJECT:

Consideration of Adopting a Resolution Approving a Memorandum of Understanding between the City of Madera and the Madera Police Officers' Association and Authorizing the City Manager to Sign the Memorandum

RECOMMENDATION:

It is recommended Council adopt the resolution approving the Memorandum of Understanding (MOU) between the City of Madera (City) and the Madera Police Officers' Association (MPOA) and authorizing the City Manager to sign the memorandum.

SUMMARY:

The existing MOU between the City and MPOA expired June 30, 2019. Representatives of the City and MPOA met and conferred in good faith through the collective bargaining process and have reached agreement on the terms of a new MOU, attached as Exhibit 1 to the proposed resolution.

DISCUSSION:

The City and MPOA began negotiations in June 2019 on the terms of a successor MOU. At this time, the parties have reached a tentative agreement on the terms to be contained in the new MOU. In summary, the proposed MOU provides for the following:

- **Term:** Effective upon adoption through June 30, 2021.
- **Salary:**
 1. Employees will receive a one-time payment for Fiscal Year 2019/20 of \$1,500 each payable in the next regular pay cycle of the City.

2. Employees will receive a two percent (2%) cost-of-living adjustment in the first pay check on or after July 1, 2020.
- *Retirement:* Classic Members in the California Public Employees' Retirement System (CalPERS) will pay an additional one percent (1%) of the Employee Contribution. This will only apply to original classic members and not to Tier I classic members.
 - *Health Insurance:* There is no change in the City's contribution to health insurance. The City's contribution is capped and employees will continue to pay the increase in health insurance premiums that became effective July 1, 2019. The premium contributions are summarized in Table 1 below.

Table 1: Monthly Health Insurance Premiums and Contributions Effective 7/1/19			
Coverage Level	Monthly Premium (Med/Dental/Vision)	Monthly Employer Contribution	Monthly Employee Contribution
Waiver		\$300.00	
EE Only	\$771.19	\$740.16	\$31.03
EE + 1	\$1,412.61	\$1,354.83	\$57.78
EE + Family	\$2,057.10	\$1,971.79	\$85.31

- *Bereavement Leave:* Employees are eligible for up to three (3) days of non-chargeable bereavement leave in the event of the death of the employee's parent, spouse or child. Clarification language has been added to include registered domestic partner in the list of eligible relations for this benefit.

These changes as outlined are included in the proposed MOU attached as Exhibit 1 to the proposed resolution contemplated herein.

FINANCIAL IMPACT:

The financial impacts of the proposed MOU changes are presented in Table 2 below. The costs/savings associated with the change to CalPERS contributions in year 1 represent the cost/savings from the effective date of the changes, approximately 5.7 pay periods (the City has 26 pay periods per year).

Table 2: Financial Impacts of Proposed MPOA MOU	
MOU Provision	Cost/Savings/Value
\$1,500 one-time payment	\$120,000
Classic Employees Pay 1% PERS	-\$6,015
Net Year 1 Cost to City	\$113,985
Estimated cost of 2% COLA	\$132,136
Classic Employees Pay 1% PERS	-\$27,348
Net Year 2 Cost to City	\$104,788

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

If the Council does not take action on the resolution, existing agreement terms will continue until a successor MOU is agreed upon.

ATTACHMENTS:

1. Resolution
 - a. Exhibit 1: Memorandum of Understanding Between the City of Madera and the Madera Police Officers Association

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MADERA AND THE MADERA POLICE OFFICERS'
ASSOCIATION AND AUTHORIZING THE CITY MANAGER TO SIGN THE
MEMORANDUM**

WHEREAS, the City of Madera (City) wishes to establish reasonable rules, regulations and compensation for its staff within the financial limits of the organization; and

WHEREAS, a Memorandum of Understanding (MOU) between the City and the Madera Police Officers' Association (MPOA) expired June 30, 2019; and

WHEREAS, in accordance with the Meyers Milias Brown Act, the City has met and conferred in good faith with MPOA representatives to negotiate a successor MOU; and

WHEREAS, an MOU has been prepared based on the outcome of said negotiations, and such MOU is acceptable to both parties.

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 Memorandum of Understanding between the City of Madera and the Madera Police Officers' Association for April 1, 2020 - June 30, 2021, attached as Exhibit 1, is approved.
3. The City Manager is authorized to sign the Memorandum of Understanding on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

* * * * *

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF MADERA
AND
THE MADERA POLICE OFFICERS' ASSOCIATION**

Effective April 1, 2020 to June 30, 2021

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Article I - Introduction

The duly authorized representatives of the City of Madera, hereinafter referred to as the City, and the Police Officers' Association, hereinafter referred to as the Association having met and conferred in good faith do hereby jointly prepare and execute this Memorandum of Understanding (MOU).

It is the purpose of this MOU to affirm, promote and provide for harmonious relations, cooperation and understanding between the City and the employees covered by this agreement. It is also intended to provide an equitable means of resolving any misunderstanding or differences, which may arise regarding wages, hours and other terms and conditions of employment.

Article 2 - Full Understanding

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other existing understanding or agreement by the parties, whether formal or informal, regarding any such matters are hereby terminated in their entirety.

This MOU shall govern in case of conflict with provisions with existing City and Department rules, regulations, and ordinances pertaining to wages, hours and other terms and conditions of employment. Otherwise existing City and Department rules, regulations, and ordinances shall be effective and the City Council retains its power to legislate or take other appropriate actions not in conflict with the MOU.

Article 3 - Discrimination

No employee or prospective employee shall be employed, promoted, demoted or discharged or in any way favored, disadvantaged or discriminated against in any respect because of age, race, creed, color, national origin, sex, disability, political opinion or affiliation or association membership or activity.

Article 4 - Employee & Employer Rights

The City and the Association agree this Memorandum of Understanding does not, in any manner, abridge, modify or restrict the rights and prerogatives of the employees and the City as set forth in Resolution 4775 of the City of Madera and by this reference, said Resolution is incorporated herein as though set forth in full. It is further understood that said rights and prerogatives of the City include, but are not limited to, determinations as to levels of service, staffing levels, work schedules, overtime assignments and approval, number and location of work stations, nature of work to be performed, contracting for any work or operation, employee performance standards including, but not limited to, quality and quantity standards, and reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City and service, except where otherwise provided for in this MOU. It is understood that the practical

consequences upon matters within the scope of representation resulting from the exercise of City rights may be the subject of a grievance.

Article 5 - Existing Practices And/Or Benefits

Existing practices and/or benefits provided by ordinance or resolution of the City Council, Municipal Code, Police Department Manual, Personnel Rules and Regulations, or which are otherwise referenced in this MOU, shall be provided in accordance therewith.

Existing practices and/or benefits which are not referenced in the MOU shall continue without change unless modified or abolished by mutual agreement of the parties. The parties will make a best effort to identify any such practices and/or benefits during the term of the agreement, with the intent to include such in the next agreement and abolish this provision.

Article 6 - Hours of Work

Regular scheduled work hours will be assigned and managed by the Department. The schedule for sworn personnel includes 160 hours in a 28 day work period. Depending upon assignment, the regular work shift of sworn personnel may include 12, 10 or 8 hours of work. If in the sole discretion of the Chief of Police, there is sufficient staffing in patrol to provide 10.0 hour shifts in a 4 day work week totaling 160 hours in a 28 day work period, the City may change to this schedule for patrol after providing a 30 calendar day notice to assigned officers and the Association.

To accommodate preplanned staffing for training and community events, upon providing a minimum of 120 hours notice, the Chief of Police may require an employee to adjust his/her normally scheduled work hours within a pay period to accommodate the preplanned training/community events, which would otherwise generate overtime. The employee may waive the 120 hour notice at his/her option.

Public Safety Dispatchers work a 12 hour shift for a total of 84 hours in a two week period. With this schedule, overtime compensation will be provided for all hours worked beyond 40 in a workweek.

Records Clerks and the Property and Evidence Officers are scheduled to work five 8 hour days Monday through Friday.

Article 7 - Salary

The salary schedule attached as Exhibit A reflects the salary plan currently in effect.

Employees represented by this unit and employed with the City will receive a one-time off-schedule \$1,500 payment to be paid on the regular pay date of April 17, 2020. The City will issue this payment as a separate check from normal wages.

Effective the first pay check on or after July 1, 2020, employees represented by this unit will receive a 2% wage increase. Exhibit B reflects the revised salary plan post wage increase.

Article 8 - Overtime (Excluding Call Back)

Authorized hours beyond the regularly scheduled hours are to be paid at the applicable overtime or other rate of pay as defined in the MOU. Scheduled shift hours require the employee to work or use leave benefits to total the required number of hours per pay period.

Overtime compensation shall be at the rate of one and one-half times the standard rate for hours worked in excess of the regularly scheduled hours in a workday.

Overtime compensation may be taken either in cash or compensatory time off (C.T.O.) at the option of the employee. There shall be a limit of 200 hours placed upon the total amount of compensatory time, which an employee may accumulate, on the books.

Any CTO on the books, after the last payroll in October has been processed, will be paid with the first payroll in November to reduce CTO to a zero balance.

Article 9a - Call Back for Court Time

Employees required to return to duty for court appearances during "off-duty" hours will be compensated (either pay or comp time) a minimum of three (3) hours of work at time and one half. For the purpose of this section, "off-duty" hours are those commencing from the time an employee concludes a work period and leaves the work site to three (3) hours prior to the commencement of the next scheduled work assignment. Payment for call back during the three (3) hours prior to the commencement of the next scheduled work assignment shall be at time and one-half for the actual time worked.

Article 9b – Call Back Other Than Court Time

Effective April 1, 2005, employees required to return for required assignments other than court during off-duty hours, will be compensated (either pay or comp time) a minimum of four (4) hours of work at time and one half. For the purpose of this section, "off-duty" hours are those commencing from the time an employee concludes a work period and leaves the work site to four (4) hours prior to the commencement of the next scheduled work assignment. Payment for call back during the four (4) hours prior to the commencement of the next scheduled work assignment shall be at time and one-half for the actual time worked.

Article 10 - Differential Pay

Employees required to work six or more hours between 1900 hours of one day and 0700 hours of the following day, will receive an additional \$7 per shift for non-sworn and \$10

per shift for sworn staff for each shift actually worked. Differential pay does not apply to vacation or sick leave time off. The City is not responsible for compensation regarding the switching/trading off of shifts.

Article 11 - Stand By Compensation

An employee placed on any type of stand-by through the authority of the Chief of Police shall receive forty dollars (\$40.00) per day. Standby pay will be paid in whole day increments.

Detectives who are assigned to work standby will work in one (1) week increments. The week of standby will be defined as Thursday at 6 p.m. to the following Thursday at 6 p.m. (equivalent to 7 days). However, if the detective is required to return to duty during the standby shift, call back pay will be provided for the duration of the call back assignment consistent with the call back pay provisions in this MOU.

During the standby period the assigned detective is required to be: ready to respond to calls, reachable by phone or pager, able to return to work within 45 minutes of being called and is to refrain from activities which might impair their ability to safely perform assigned duties.

Standby assignments are to be made on a rotational basis. The detective assigned to work standby for a given week is to provide as much advance notice as is possible when not able to work the scheduled standby shift. Requests to forego a standby shift must be approved by the Chief of Police or his designee.

Article 12 – Holiday Hours Defined

The City agrees to permit the following as holidays subject to current City holiday policy:

New Years Day	Labor Day
Martin Luther King Birthday	Columbus Day
Presidents Day	Veterans Day
Good Friday (4 hours)	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Winter Holiday (4 hours) either the last assigned workday prior to Christmas Day or New Years Day, as assigned by the employee's supervisor.	

The recognized holidays equate to 96 hours; 96 hours per calendar year equals accrual of 3.6923 hours per pay period. Holiday time accrues on a per pay period basis for each pay period an employee is in a paid status at least 50% or more of the pay period. For all personnel 50% of a pay period is 40 hours.

Article 13 - Holiday - Anniversary Date

Each employee shall receive the date known as their "employee anniversary date" (month and day of appointment to a regular position) as a holiday. This holiday will be added to vacation time at a straight time pay rate. Credit for the Holiday - Anniversary Date will only be given after the employee's anniversary date has passed.

Article 14 - Holiday Pay Policy

1. An employee may accumulate a maximum of 80 hours of holiday time. Accumulated time exceeding 80 hours will be paid the following pay period. Any payment made from accumulated holiday time will be at the straight time rate.
2. Each employee may elect to cash out 40 hours of holiday time to be paid with the first paycheck in November.
3. Employees actually working on New Years Day, Thanksgiving Day, the Day After Thanksgiving, or Christmas Day will be paid at time and one half (1 ½) for actual hours worked on the holiday. Said pay rate of time and one half is the maximum rate of pay for any hours worked on the holiday.

Article 15 - Sick Leave

Current sick leave policy shall remain in effect as outlined in the City of Madera Personnel Rules and Regulations with the following additions:

Use of Sick Leave for FMLA/CFRA Leave:

In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided below.

Family Sick Leave:

Sick leave may be used to the limit of forty-eight hours each calendar year:

1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
 - 1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)

- 1.2. Spouse or Registered Domestic Partner
- 1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
- 1.4. Grandparent
- 1.5. Grandchild.
- 1.6. Sibling.
2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:
 - 2.1. A temporary restraining order or restraining order.
 - 2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
 - 2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - 2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 - 2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - 2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such a leave is a part of sick leave accrual, not in addition to the annual accrual of Sick Leave. All conditions and restrictions placed by the City upon the use by an employee of sick leave for himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

Sick leave accrues on a per pay period basis at 3.6293 hours for each pay period an employee is in a paid status at least 50% or more of the pay period.
For all personnel 50% of a pay period is 40 hours.

Sick Leave Conversion:

PERS Sick Leave Conversion. Upon retirement, an employee may choose conversion of accrued sick leave to time in service for the calculation of retirement benefits instead of cash out. If the retiring employee does not elect conversion of this time to service credit a retiring employee may elect a cash out using the schedule below. Retiring employees also may elect to receive a cash out of accrued sick leave per the schedule below and convert the balance of sick leave to service credit.

Sick Leave Cash out. Sick leave is to be cashed out per the following schedule when an employee separates employment for reasons other than retirement or waives the sick leave conversion option available for retiring employees.

YEARS OF SERVICE	CASH-OUT	YEARS OF SERVICE	CASH-OUT
5	7.5%	13	19.5%
6	9.0%	14	21.0%
7	10.5%	15	22.5%
8	12.0%	16	24.0%
9	13.5%	17	25.5%
10	15.0%	18	27.0%
11	16.5%	19	28.5%
12	18.0%	20	30.0%

Article 16 - Vacation

Current vacation policies as outlined in the City of Madera Personnel Rules and Regulations will remain in effect, and the vacation accumulation schedule will be as follows:

COMPLETED YEARS = HOURS EARNED PER PAY PERIOD

0 - 5 yrs. continuous service	=	3.6923 hours per pay period
5 - 10 yrs. continuous service	=	4.6153 hours per pay period
10 - 15 yrs. continuous service	=	5.5384 hours per pay period
15 - 19 yrs. continuous service	=	6.1538 hours per pay period
20 plus yrs. continuous service	=	6.4615 hours per pay period

Vacation Leave accrues on a per pay period basis for each period an employee is in a paid status at least 50% or more of the period. For all personnel 50% of a period is 40 hours.

An employee may use Vacation Leave upon completing six months of continuous service. The primary objective of providing vacation time off benefits is to permit employees the opportunity for time away from work with pay. The accumulation limit is 360 hours.

Article 17 - Military Leave

An employee requesting Military Leave must furnish a copy of their official orders to their immediate supervisor and the Human Resources Department as far in advance as possible.

For the purposes of this MOU, active and inactive duty will be defined based on the Military and Veteran's Code as follows:

Active Duty: Active military training, encampment, naval cruises, special exercises, or similar activity as a member of the reserve corps or force of the armed forces of the United States, or the National Guard, or the Naval Militia.

Inactive Duty: Weekend drills as a member of an inactive unit of the National Guard or Reserves, or similar activity.

Consistent with its statutory obligation the City continues an employee's pay for the first 30 days of active duty in a given fiscal year. For the purposes of administering paid military leave, 180 hours of paid military leave is equivalent to 30 days. Employees requesting military leave for active duty beyond 180 hours may request a leave without pay or the use of vacation, comp or holiday time. Per Opinion No. 00-306 of the California Attorney General in regards to sections 395.03 and 395.05 of the Military and Veterans Code, the City is obligated to maintain 30 days of pay only one time per activation.

When requesting leave for inactive duty an employee may request a leave without pay or the use of vacation, comp or holiday time.

However, when an employee is called to active duty as a result of a Presidential declaration of war or military action the City will pay the employee the difference between their City and Military pay after verification of Military pay has been received by the City. Such salary continuation will be provided after an employee has exhausted 180 hours of paid military leave in the fiscal year as noted above. This salary continuation will cease when the employee is discharged from active duty or twelve (12) months after the date active duty commences, whichever comes first.

Employees called to active duty will remain eligible to accrue vacation (up to the maximum accrual noted in the MOU), sick leave and benefit dollars for each period in which the salary continuation benefits are paid. Uniform and/or Boot allowance for the fiscal year will also be prorated in recognition of the limited use during active military duty. If an employee has already received the Uniform and/or Boot allowance for the fiscal year, the employee will reimburse the City on a prorated basis in recognition of the limited use during active military duty.

An employee on Military Leave is to be reinstated to the position (or a position of similar seniority, status and pay) held prior to being called to active duty if: 1) the employee has given advance notice of military service, 2) the cumulative length of the absence including

all previous absences from the position of employment by reason of military service does not exceed five years, and 3) the returning veteran reports or seeks to return to work within the time required by statute.

Article 18 - Leave Without Pay

The City Administrator or designee may grant an employee a leave of absence without pay for a period not to exceed six months. Under extraordinary circumstances the employee may request a six-month extension. The total amount of leave without pay shall not exceed one year.

Leave without pay may be granted only after all paid leave has been exhausted except when a person is receiving long term disability benefits, is unable to use their vacation due to the short duration of employment with the City or due to military leave.

Article 19 – Bereavement Leave

In the event of the death of the employee's parent, spouse, registered domestic partner, or child, employee shall be eligible for paid non-chargeable leave up to a maximum of three (3) days. Employees granted bereavement leave for a parent, spouse or child shall be paid for work hours regularly scheduled only but not worked.

Article 20 - Uniforms

The Chief of Police has the authority to require the wearing of a uniform. All employees required to wear, or maintain, a uniform shall be eligible for an annual uniform allowance. To help alleviate the tax implications of receiving the uniform allowance as a lump sum, the allowance will be paid on a per paid period basis.

	Annual	Per Pay Period
Sworn Officers	\$1,016.86	\$39.11
Non Sworn	\$677.04	\$26.04

All sworn personnel will be responsible for maintenance of their bullet proof vest. The City provides only the first vest and up to \$3,000 in replacement vests per year based on the Police Chief's authorization. Additionally, new sworn employees may choose to have the department purchase an approved exterior patrol vest that is compatible with their bullet proof vest; this option for a City-purchased exterior patrol vest is only available one time at the time of hire. Upon adoption of this Agreement by all parties, existing employees will be eligible for reimbursement of up to 50% of the cost of an initial or replacement exterior patrol vest, not to exceed \$200, once every four years. The reimbursement request must be accompanied by a receipt documenting purchase and no reimbursement will be issued for exterior patrol vests not approved for use by the Chief of Police. No reimbursement will be issued for exterior patrol vests purchased prior to adoption of this Agreement by all parties.

Article 21 – Health and Safety Equipment

Except as provided in Article 19 above, the City will provide all sworn officers with a weapon, holster and ammunition as specified by the Police Chief. The Department will provide individually assigned rain gear to Patrol personnel. All items of "safety equipment" provided by the City are property of the City and shall be maintained in good working order by the employee. Employees shall turn in City provided and City owned items upon separation from employment.

In recognition of the importance of Officer and employee fitness in the performance of regular duties, the City will commit to expending no more than \$15,000 during fiscal year 2018-19 for new equipment to outfit the Police Department exercise room with the following items: dumbbell set, squat rack, bench press set, heavy bag set, air assault bike, rowing machine, treadmill(s), and a pull-up/dip station. Additional types of equipment beyond this list may be purchased within the \$15,000 total limit at the approval of the Police Chief. All purchases of equipment made pursuant to this agreement must be through the City's normal purchasing policies and practices.

Article 22 - Retirement

The City of Madera is a member of the California Public Employees' Retirement System (CalPERS). The specific retirement benefits each employee receives are governed by the contract between the City and CalPERS as well as the Government Code. Any employee contributions for the plans outlined below will be made as a pre-tax deduction in accordance with applicable tax law. Employees shall pay for the employee's contribution to the 1959 Survivor Benefit.

Safety Employees

Classic Formula: 3% @ 50 with the retirement calculation based on single highest year for all employees who first worked for the City of Madera prior to April 21, 2012. The City will pay the Employer Contribution. Employees will pay 4% towards the Employee Contribution, with the City paying the remaining 5% of the Employee Contribution as Employer Paid Member Contributions (EPMC) effective the first whole pay period following adoption of this MOU by the City Council.

Tier I Formula: 3% @ 55 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after April 21, 2012 and before January 1, 2013 OR employees employed on or after January 1, 2013 who have been members of CalPERS or a CalPERS reciprocal agency within 6 months of the date of hire. The City will pay the Employer Contribution. Employees will pay 3% towards the Employee Contribution, with the City paying the remaining 6% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

PEPRA Formula: 2.7% @ 57 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after

January 1, 2013 who were not previously CalPERS members or were CalPERS or CalPERS reciprocal system members but experienced a break in service of at least 6 months. The City will pay the Employer Contribution. Employees will pay the Employee Contribution as determined by CalPERS, currently 12%.

Miscellaneous Employees

Classic Formula: 2.5% @ 55 with the retirement calculation based on single highest year for all employees who first worked for the City of Madera prior to October 20, 2012. The City will pay the Employer Contribution. Employees will pay 3.375% towards the Employee Contribution, with the City paying the remaining 4.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC) effective the first whole pay period following adoption of this MOU by the City Council.

Tier I Formula: 2% @ 60 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after October 20, 2012 and before January 1, 2013 OR employees employed on or after January 1, 2013 who have been members of CalPERS or a CalPERS reciprocal agency within 6 months of the date of hire. The City will pay the Employer Contribution. Employees will pay 2.375% towards the Employee Contribution, with the City paying the remaining 4.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

PEPRA Formula: 2% @ 62 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after January 1, 2013 who were not previously CalPERS members or were CalPERS or CalPERS reciprocal system members but experienced a break in service of at least 6 months. The City will pay the Employer Contribution. Employees will pay the Employee Contribution as determined by CalPERS, currently 6.25%.

Article 23 - Retirement Contract Negotiations

The Association and the City agree to immediately meet and confer in the event the Federal government passes any legal legislative or regulatory action requiring the City to re-enact Social Security coverage. The termination of the retirement contract in Article 21 of this MOU will be discussed.

Article 24 - Deferred Compensation

Currently the City pays an amount equal to 4.2% of the non safety (non sworn) employees'

gross salary into a deferred compensation plan. The 4.2% may be rounded up or down. The

City does not provide such a contribution for the safety (sworn) employees.

Article 25 - Health Insurance

The City shall provide a monthly benefit dollar amount for each employee to purchase at a minimum employee only medical, dental, and vision coverage. The pay period equivalent of the benefit dollars will be paid each pay period an employee is in a paid status 50% or more of the period when eligible to participate in the health insurance plan. All employees receiving the benefit dollars will be required to participate in the premium conversion component of the IRS Section 125 plan at no cost to the employee.

The number of people the employee elects to enroll in the medical plan determines the amount of benefit dollars provided. If the cost of the employee benefit elections are less than the benefit dollars provided the remainder will be added to the employee check. If the cost of the employee benefit elections is greater than the benefit dollars provided, then the remainder will be deducted from the employee check. Employees can waive participation in the health insurance plan if they provide evidence of other coverage and such waiver of coverage does not increase the premium charged by the carriers.

Effective July 1, 2019, the City's defined contribution towards health insurance will be capped as follows. At no time during the term of this agreement will the City's contribution exceed the combined premium for medical, dental and vision insurance at each enrollment level.

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	\$300.00
EE Only	\$740.16
EE+1	\$1,354.83
EE+Family	\$1,971.79

The City reserves the right to determine health plan carriers and will seek input from the bargaining units regarding the plan design of the standard benefits and possible voluntary optional benefits. Optional benefits include, but are not limited to, dependent coverage and participation in flexible spending accounts.

To comply with Internal Revenue Service (IRS) Regulations for "Eligible Opt Out Arrangements" under the Section 125 plan, Employees who seek to waive health benefits coverage must provide a copy of their insurance card demonstrating other coverage or provide sufficient plan information as determined by the City's Human Resources Department such as the carrier and group number of the plan. Additionally, to meet IRS requirements, employees must attest to the fact that the plan they have that allows them to waive participation in the City's plan meets Minimum Essential Coverage (MEC) requirements of the Affordable Care Act and that all members of their tax family have coverage that meets MEC requirements. Such waiver and attestation shall be captured on forms provided by the Human Resources Department. There is not intent of the parties to convey requirements more stringent than those required by the Affordable Care Act and/or the IRS Regulations.

Plan design of the health care coverage (medical, dental and vision) will remain the same as provided in the previous MOU. However the Association agrees that the City may change the plan design when such action can be taken for the benefit of all bargaining units. Current and proposed health care benefits are defined in greater detail in the summary of benefits and evidence of coverage booklet for each carrier/plan.

The City provides term life insurance for employees in the Group in the amount of \$25,000 coverage which includes accidental death and dismemberment (AD & D) coverage. The City also provides dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits

Article 26 - Retiree Health Insurance

City retirees may continue to participate in the City health plan offerings (medical, dental and vision) at the retirees expense until age 65 or when eligible for Medicare, whichever comes first. Retirees choosing to exercise this option will pay a monthly 2% administrative fee. Retiree and dependent coverage are available under this program.

Article 27 - Education Incentive

All personnel will be eligible for an education certificate incentive as follows. All incentives will be effective the first whole pay period following attainment of the incentivized achievement.

The Educational / POST incentives – “Compounded”:

2.5 %	60 college units with a grade of C or better from an accredited institution
2.5 %	Intermediate POST Certificate
2.5 %	Advanced POST Certificate
<u>5.0 %</u>	BA or BS Degree from an accredited institution
12.50%	Total

Courses of study will be approved by the Chief of Police or his designee.

Article 28 - Education Reimbursement

Sworn and non-sworn personnel are eligible for job related educational reimbursement for courses with prior approval of the Chief of Police and a minimum passing grade of "C" as follows:

a) No Mileage, b) Books: 100%, c) Tuition: 100%

The 100% reimbursement is limited to a total of not more than \$2,400 per fiscal year.

Reimbursement requests must be submitted to the Human Resources department no later than 45 days after the completion of the course..

Article 29 - Bilingual Incentive

An employee represented by this MOU is eligible to earn pay above the normal pay rate if the employee passes a bilingual exam administered by the City as follows. No employee will be compensated for more than one identified bilingual skill (i.e. an employee represented by this unit cannot receive Spanish/English bilingual pay as well as ASL bilingual pay).

Successfully passing the Cooperative Personnel Services (CPS) "Spanish Bilingual Proficiency Test for Peace Officers", with a score of 5 or better. - \$250 per month.

OR

Successfully passing the Cooperative Personnel Services (CPS) "Spanish Bilingual Proficiency Test, Social Services" as follows::

Minimum Spanish/English Social Services Exam Score	Monthly Bilingual Incentive
3	\$150.00
4	\$200.00
5	\$250.00

OR

Successfully passing the American Sign Language Proficiency Interview (ASLPI):

ASLPI Exam Score	Monthly Bilingual Incentive
1 to 2	\$150.00
2+ to 3+	\$200.00
4 to 5	\$250.00

The City and bargaining unit intend to provide a bilingual incentive for bargaining unit employees fluent in Latin American indigenous languages, however the parties have been unable to find an appropriate testing or certification tool at this time. The parties agree to explore testing or certification for Latin American indigenous languages and will negotiate a specific pay incentive for such bilingual skills once a testing or certification tool has been identified and agreed to by both parties.

The City Administrator shall determine the number of bilingual positions and tier levels needed for each department.

Article 30 - Canine Officers

A. Canine officer assignments are at the sole discretion of the Chief of Police. Selection for canine assignment and removal from such assignment may not be appealed or grieved, unless the removal is done for disciplinary reasons.

B. The Department has sole discretion and authority to establish and/or modify policies and procedures for canine assignments.

C. For purposes of developing an amount to compensate K-9 Officers for duties not directly related to law enforcement, and to meet the overtime requirements under the Fair Labor Standards Act, items i through xii in this Article have been used. K-9 duties not directly related to law enforcement, includes all duties and responsibilities needed to maintain a trained K-9, capable of being accepted into a Police K-9 program. This includes feeding and caring for the animal and general conditioning/obedience training. While not specific to police work, this training is necessary to advance the canine to the next step of performing police work. The City does not expect this training be as extensive as that required to professionally "show" a K-9 in competition. However, this training is to maintain a level necessary for acceptance as a competitive hobbyist showing in sanctioned American Kennel Club competition, equivalent to "Open A Class", "C. D. X." designation.

D. Compensation for canine assignment is based upon an agreed time spent performing Dog Handling duties, separate and apart from the duties of a Police Officer, and includes, but is not limited to, feeding, grooming, training, exercising, transporting, obtaining veterinary care, purchasing food and supplies. The time a canine officer is on duty as a Police Officer utilizing the K-9 to assist with law enforcement duties is excluded from such time. This includes regularly scheduled shifts and overtime. The K-9 Officer's supervisor must authorize the overtime necessary to maintain the Police K-9's unique skills and abilities related to Police work should the time not be available during an officer's regular shift.

- i. This time is estimated to average 3.5 hours per week.
- ii. Pay for such time is set to 1.5 times the California Minimum Wage.
- iii. Such pay shall be made as a flat amount per two week pay period.
- iv. In extraordinary circumstances, any Dog Handling duties which may exceed 3.5 hours in a given week must be authorized by the Chief of Police as at the Dog Handled overtime hourly rate of no more than 1.5 times California Minimum Wage.
- v. No additional compensation for K-9 Officer assignments shall be made other than what is set forth in this agreement.

- vi. Timekeeping for Dog Handler duties is not required, unless the 3.5 hour per week average is exceeded.
- vii. Dog Handler pay, at the flat per pay period amount, does not affect a Police Officer's regular rate of pay for overtime as a Police Officer.
- viii. To the extent permitted by CalPERS, Dog Handler pay is included as pay for retirement purposes.
- ix. Actual cost of dog food, equipment supplies and veterinarian services will be paid by the City through accounts with designated vendors.
- x. K-9 Officers shall have assigned vehicles. The vehicle shall only be used by the K-9 Officer and may be kept at the Officer's residence, except if needed in an emergency. Restrictions placed on other officers who have an assigned vehicle shall apply to K-9 Officers.
- xi. Overtime for Officers with assigned vehicles, including K-9, when called out shall be from the time that they depart their residence until the time they return, unless the call out merges into the officer's assigned shift. In the event this occurs, compensation ends when the Officer goes off duty at the end of the shift.
- xii. The K-9 is the property of the City of Madera, however, upon the retirement of the K-9 from Police work, the Officer shall have the first right to purchase from the City the K-9 at the purchase price of \$1.

Article 31 - Field Training Officer/Detective/SWAT Assignment

Police Officers assigned by the Chief of Police as Field Training Officers (F.T.O.'s) shall receive an incentive pay of 5% from the date of appointment to conclusion of the assignment. Police Officers assigned to the detective unit, including MADNET, shall receive an incentive pay of 5% from the date of appointment to conclusion of the assignment. All appointments will be made for whole pay periods consistent with the City's pay calendar.

Officers serving on the County-wide SWAT team will receive an annual allowance to offset the equipment expense and investment of time in this activity. Upon initial assignment, SWAT officers will receive an allowance of \$1000.00. Each year thereafter, SWAT officers will receive an allowance of \$500.00. The annual allowance will be paid each year in July. If an officer receives the initial SWAT allowance of \$1000.00 between January and June of any year, the officer will not be eligible for the annual \$500.00 allowance until the following year. Upon adoption of this MOU, current SWAT members will be eligible for the initial \$1000.00 allowance.

Article 32 - Non Sworn Training Incentive

Property & Evidence Officer, Public Safety Dispatcher, and Records Clerk Training Incentive shall be 5% when actual field training is being conducted for the duration of the training period. The training incentive will be paid for whole pay periods only. No incentive will be paid for periods of less than a whole pay period.

Article 33 - Take Home Vehicle

A take home vehicle program has been established. Take home vehicles shall only be assigned to officers residing within the City limits.

The City and the Association agree that Police Officers may leave their assigned take home vehicle at the Police Department or City corporation yard in lieu of taking the vehicle home. In the case where a vehicle is taken home, the value to the assigned Police Officer equals or exceeds the compensation due for incidental maintenance of the assigned vehicle by the Police Officer.

Detectives assigned to Standby per Article 11 of this MOU may take a designated police vehicle to their place of residence while on the assigned Standby shift as long as the response time from the residence to the City of Madera is forty (40) minutes or less.

Take Home Vehicle reporting as a fringe benefit cost shall comply with IRS requirements.

Article 34 - Minimum Salary Change With Promotion

When promoted from one class to another, there shall be a minimum increase in actual salary. This salary increase will be not less than five (5) percent, but shall not exceed the top step of the new class. Actual salary increase shall be calculated after adding all assignment pay in the position prior to promotion.

Article 35 – Temporary Assignment to Perform Duties of a Higher Classification

Permanent employees assigned in writing to perform duties of a higher classification shall receive a five percent (5%) increase, or to the first step of the higher level class, which ever is greater, after working fifteen (15) consecutive days, or 120 hours, in such higher paid class. To be eligible for such pay the employee must assume a majority of the duties and responsibilities of the higher level class, and the assignment must be approved by the City Administrator.

Article 36 - Grievance Procedure

Definition: A grievance is defined as a complaint of an employee or a group of employees concerning the interpretation or application of the provisions of the Memorandum of Understanding or the City Personnel Rules and Regulations.

A grievance does not include concerns or complaints whereby the solution would require the exercise of legislative power such as the adoption or amendment of a resolution, rule, regulation or policy established by legislative or judicial bodies other than the City Council; concerns or complaints regarding disciplinary action of an employee who has appeal rights as expressed in the MOU or City Rules and Regulations; and/or concerns or complaints whereby the solution is within the scope of representation subject to the meet and confer process.

Step 1: An employee shall first discuss the issue with the immediate supervisor as soon as practicable. This will be done no later than 10 working days from the occurrence or the knowledge of the occurrence of the issue. The supervisor will review the matter and attempt to resolve the issue on a timely basis.

Step 2: If the employee is not satisfied with the response of the immediate supervisor during the informal review, the employee may submit the issue for formal review. This is accomplished by preparing a written request for review stating the specific City policy and/or provision of the applicable MOU that was improperly applied, and stating the specific resolution desired. This written request is to be submitted to the immediate supervisor for review within 5 working days of receipt of the supervisor's response during the informal review. The supervisor has 5 working days to respond to the formal grievance.

Step 3: If not satisfied with the response at Step 2, the employee may request, in writing, the matter be reviewed by the Department Head. This review must be requested within 5 working days of the receipt of the response at Step 2. The Department Head shall schedule a meeting to hear the grievance within 10 working days of receipt and shall provide a written decision within 5 working days of hearing the grievance.

Step 4: If not satisfied with the decision of the Department Head, the employee may request, in writing, the matter be reviewed by the City Administrator or designee. The request must be submitted within 5 working days of receipt of the decision at Step 3. The City Administrator will provide further review of the issue as appropriate and prepare a written response to the employee within 10 working days of receipt of the written request for review. The decision of the City Administrator or designee is final and not subject to further appeal or review.

If the employee fails to respond within the time periods provided, the grievance is withdrawn and is not subject to further review or appeal. If City management fails to respond within the time periods provided, the employee may proceed to the next step in the process. The City and the employee may mutually agree to extend the time periods

discussed above or may agree to waive Steps 1-3 when the issue involves staff from more than one department or when the subject of the grievance is not within the jurisdiction of the supervisor or Department Head.

Article 37 - Corrective/Disciplinary Actions

Corrective/Disciplinary Action may be taken against any regular employee of the City up to and including termination of employment when employee performance or behavior is determined to be below expectations desired or outside the standards of the work environment. The City will administer a progressive discipline approach up to and including termination of employment. However, the City reserves the right to determine the form of discipline to be imposed based on several factors, including but not limited to, the severity and frequency of the cause of action as well as the employment history of the employee.

Grounds for Corrective Disciplinary Action

Poor performance or any violation of a City rule, regulation, policy, procedure, or ordinance may require Corrective/Disciplinary Action. The poor performance or violation may involve a single incident or a series of infractions. In this regard, acts which may be the basis for action up to and including termination of employment include, but are not limited to, the following:

Fraud in securing employment

Incompetence

Inefficiency

Inexcusable neglect of duty

Insubordination

Dishonesty

Unauthorized absence Without leave

Conviction of a felony or conviction of a misdemeanor involving moral turpitude

Continued or flagrantly discourteous treatment of the public or another employee

Improper political activity

Misuse or theft of City property

Violation of City rules, regulations, policies, procedures or ordinances

Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the City or an employee's employment or creates a conflict of interest

Falsifying, and/or unauthorized removal or- destruction of City records

Unauthorized possession of firearms or explosives

Harassment (sexual or otherwise) of another employee or member of the public

Gambling on duty or while on City property

Either (a) the sale, purchase, transfer, possession, or consumption of alcoholic beverages or illegal drugs or (b) the use of drugs which impair the senses or the ability to perform the job during normal working hours or on City premises

Excessive tardiness

Failure to properly report absence

Types of Corrective/Disciplinary Action

Corrective/Disciplinary Action normally progresses from the least to the most severe action. However, some available actions may be bypassed depending upon the severity of the infraction. Nothing in this section shall be interpreted as restricting the City's right to take Corrective/Disciplinary Action, including the immediate placement of an employee on Administrative Leave with pay, if in the sole discretion of the City, doing so would prevent the disruption of City services or potential harm to others.

It is recognized that many problems not directly associated with an employee's job can have an effect on job performance. In such situations, the City may believe that an employee may benefit from professional assistance outside the work place and may require an employee to consult with the Employee Assistance Program as part of the Corrective/Disciplinary Action process.

The following actions may be taken in an effort to achieve improved job performance or modify inappropriate work-related behavior.

Counseling: An informal discussion with an employee designed to clarify and remedy unacceptable behavior or performance. This discussion may include the clarification of standards and a review of performance or behavior that is determined to be below standard. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Retraining: A documented effort to achieve appropriate performance or conduct when an employee's lack of skill or knowledge is determined to be the cause of the problem. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Oral Reprimand: A formal discussion with an employee about performance or conduct problems and City expectations and requirements. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Written Reprimand: A written document presented to an employee regarding performance or conduct problems and expectations and requirements. This document is maintained in the official personnel file and is subject to appeal only by sworn staff.

Disciplinary Suspension: An involuntary absence without pay for a period up to 30 calendar days. Suspension may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. (Note: Disciplinary suspensions from paid status for periods of less than one week are not applicable to employees classified as exempt for the purposes of the Fair Labor Standards Act unless they are imposed for infractions of safety rules of great significance.)

Disciplinary Salary Reduction: A reduction in pay from the employee's current step within the assigned salary range to any lower step within the same salary range.

Disciplinary Demotion: A change in status from a position in one classification to a position in a classification with a lower maximum salary.

Termination: Removal from City service. Removal may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. Termination is seldom used for a first offense unless the Violation is so serious that no other response is appropriate.

Prior to the imposition of Corrective/Disciplinary action in the form of suspension, disciplinary salary reduction, demotion or termination, a written notice of the intended disciplinary action will be served on the employee. Such notice shall be served upon the employee personally or by mail and shall include a statement of the nature of the intended disciplinary action, a statement of the causes, a statement of the acts or omissions upon which the causes are based, a copy of the documents or material upon which the actions is based, a statement advising the employee of rights to respond to the notice before disciplinary action is taken, a statement advising the employee that if Corrective/Disciplinary Action is imposed, they may appeal to Civil Service Commission.

Employees wishing to respond to the notice of intended disciplinary action must make a request to the City Administrator within 5 normal business days of the notice being served. The employee may respond either orally or in writing. The employee may be represented by another person in presenting his/her response. The individual representing the employee may not be someone directly involved with the employee's immediate working

environment unless this individual is an official representative of the employee group. The City Administrator may amend, modify or revoke any or all of the pending charges including the recommended disciplinary action if there are mitigating circumstances.

If the employee wishes to appeal any action imposed by the City Administrator, the employee may file a written notice of appeal in response to the imposed action. A written notice to appeal must be filed with the Director of Human Resources within 10 working days from the effective date of the disciplinary action. The notice of appeal shall contain statements of fact, which would support the rescission or amendment of the imposed disciplinary action. Failure to file a written notice of appeal within this specified time period shall be deemed a waiver of any right to appeal the action taken. No exceptions to this failure to file time period shall be permitted.

Article 38 - Pay Date

Pay dates shall remain the same as they are currently.

Article 39 - Mileage Reimbursement

For authorized use of an employee's vehicle, the employee will be reimbursed per mile at the current IRS rate. A valid California driver's license and insurance coverage is required.

Article 40 - Layoffs

In the event that the City anticipates a layoff of employees within the Association, the City will give the Association written notice of its intention to lay off. Within five (5) days of this notice either party may, by serving notice to the other party, reopen this agreement to negotiate a decrease in salary and benefits as a cost savings (in an effort to avoid a layoff). Nothing in this section relinquishes the City's exclusive right to lay off employees in the Association if this agreement is reopened and parties fail to reach a mutually acceptable agreement to avoid a layoff.

Article 41 - Notice of Future Meet & Confer

Other than provided in the Openers Article below, if the Madera Police Officers' Association desires to meet and confer with representatives of the City of Madera concerning improvements or changes in wages, hours, or other conditions of employment for the employee/members represented by the Association, the Association shall serve upon the City Administrator a written request to open negotiations following the signing of this Memorandum of Understanding. Said request shall contain all of the changes in wages, hours, conditions of employment proposed by the Association to take effect on or after July 1, 2019. Notwithstanding the above, City shall provide to the leadership of the MPOA a copy of the Annual Valuation Report that City receives related to the Safety and/or Miscellaneous Employees' or Employer's CalPERS retirement contributions within two weeks of receipt thereof. Unless negotiations are opened earlier, City and MPOA

agree to open negotiations within a reasonable time after City's receipt of the Annual Valuation Report showing that the Employer's share of the retirement costs is going to increase in the next fiscal year.

Article 42 - Separability

It is understood and agreed that this Memorandum of Understanding is subject to all current and future Federal and State laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such law. If any part of this MOU is in conflict with, or inconsistent with, such applicable provisions of Federal or State laws or regulations, or is otherwise held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, such prior provision shall be suspended and superseded by such applicable laws and regulations, and the remainder of this MOU shall not be affected thereby and shall remain in full force and effect.

Article 43 - Openers

In addition to other items specified in this agreement for meet and confer and discussion during the term of the agreement there shall be openers for the following (#5 shall be a Meet and Consult item):

1. Personnel Codes, Rules & Regulations - During the term of the agreement there shall be an opener to meet and confer regarding potential changes in the Municipal Code and Resolutions dealing with Personnel Rules and Regulations and other personnel related administrative policies and practices.
2. Mandated Changes in the Employee/Employer Relationship - To meet and confer on any mandates that would change the rules for Employee/Employer Relations.
3. Social Security - To meet and confer on this issue should Social Security be mandated for City employees.
4. In the event that the City determines that a reduction in force is necessary in this unit during the course of this agreement, the City agrees to solicit fiscal alternatives from the MPOA before implementing a reduction in force .

Article 44 – Term

This Memorandum of Understanding shall be effective April 1, 2020, unless otherwise noted; apply to those employed by the City on the date ratification has been completed by both the Association and the City; and shall remain in full force and effect through June 30, 2021.

It shall continue in full force and effect from day to day thereafter until modified by mutual agreement of the City of Madera and MPOA.

Signatures

REPRESENTATIVES OF THE MADERA POLICE OFFICERS' ASSOCIATION

Brent Cederquist, MPOA President

Date

Roger Wilson, Attorney

Date

MANAGEMENT REPRESENTATIVE OF THE CITY OF MADERA

Arnoldo Rodriguez, City Manager

Date

Exhibit A

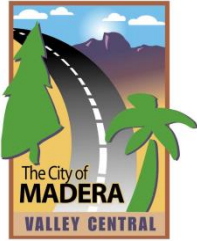
**Madera Police Officers' Association
Salary Schedule**

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Police Corporal	MPOA	383	\$2,218.59	\$2,329.74	\$2,446.27	\$2,568.19	\$2,696.97	\$2,831.62
Police Officer I	MPOA	363	\$2,008.04	\$2,108.42	\$2,213.69	\$2,324.35	\$2,440.89	\$2,562.81
Police Officer II	MPOA	373	\$2,110.86	\$2,216.14	\$2,327.29	\$2,443.33	\$2,565.75	\$2,694.03
Police Officer Trainee	MPOA	333	\$1,728.94	\$1,815.61	\$1,906.19	\$2,001.67	\$2,101.56	\$2,206.84
Police Sergeant	MPOA	426	\$2,749.36	\$2,886.95	\$3,031.40	\$3,182.70	\$3,341.84	\$3,508.80
Property & Evidence Officer	MPOA	296	\$1,437.60	\$1,509.58	\$1,584.98	\$1,664.31	\$1,747.55	\$1,834.70
Public Safety Dispatcher	MPOA	294	\$1,423.40	\$1,494.40	\$1,569.32	\$1,647.66	\$1,729.92	\$1,816.59
Records Clerk	MPOA	270	\$1,262.80	\$1,325.96	\$1,392.06	\$1,462.08	\$1,535.04	\$1,611.92
Crime Analysis Technician	MPOA	306	\$1,511.05	\$1,586.94	\$1,666.27	\$1,749.51	\$1,836.66	\$1,928.72

Exhibit B

Madera Police Officers' Association Salary Schedule
Effective 6/20/2020, Pay Date 7/10/2020

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Police Corporal	MPOA	383	\$2,262.96	\$2,376.33	\$2,495.20	\$2,619.56	\$2,750.91	\$2,888.26
Police Officer I	MPOA	363	\$2,048.20	\$2,150.58	\$2,257.96	\$2,370.84	\$2,489.70	\$2,614.06
Police Officer II	MPOA	373	\$2,153.08	\$2,260.46	\$2,373.83	\$2,492.20	\$2,617.06	\$2,747.91
Police Officer Trainee	MPOA	333	\$1,763.52	\$1,851.92	\$1,944.32	\$2,041.71	\$2,143.59	\$2,250.97
Police Sergeant	MPOA	426	\$2,804.35	\$2,944.69	\$3,092.03	\$3,246.35	\$3,408.67	\$3,578.98
Property & Evidence Officer	MPOA	296	\$1,466.35	\$1,539.77	\$1,616.68	\$1,697.59	\$1,782.50	\$1,871.40
Public Safety Dispatcher	MPOA	294	\$1,451.87	\$1,524.29	\$1,600.70	\$1,680.61	\$1,764.52	\$1,852.92
Records Clerk	MPOA	270	\$1,288.05	\$1,352.48	\$1,419.91	\$1,491.33	\$1,565.74	\$1,644.15
Crime Analysis Technician	MPOA	306	\$1,541.27	\$1,618.68	\$1,699.59	\$1,784.50	\$1,873.40	\$1,967.29



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: April 1, 2020

Agenda Number: D-4

SUBJECT:

Consideration of Adopting a Resolution Approving a Memorandum of Understanding between the City of Madera and the Law Enforcement Mid Management Group and Authorizing the City Manager to Sign the Memorandum

RECOMMENDATION:

It is recommended Council adopt the resolution approving the Memorandum of Understanding (MOU) between the City of Madera (City) and the Law Enforcement Mid Management Group (LEMM) and authorizing the City Manager to sign the memorandum.

SUMMARY:

The existing MOU between the City and LEMM expired June 30, 2019. Representatives of the City and LEMM met and conferred in good faith through the collective bargaining process and have reached agreement on the terms of a new MOU, attached as Exhibit 1 to the proposed resolution.

DISCUSSION:

The City and LEMM began negotiations in July 2019 on the terms of a successor MOU. At this time, the parties have reached a tentative agreement on the terms to be contained in the new MOU. In summary, the proposed MOU provides for the following:

- **Term:** Effective upon adoption through June 30, 2021.
- **Salary:** Employees will receive a two percent (2%) cost-of-living adjustment in the first pay check following adoption of the agreement. There will be no additional salary increases for the duration of the agreement.
- **Retirement:** Classic Members in the California Public Employees' Retirement System (CalPERS) will pay an additional one percent (1%) of the Employee Contribution. This will apply to original classic members and Tier I classic members.

- *Health Insurance:* There is no change in the City's contribution to health insurance. The City's contribution is capped and employees will continue to pay the increase in health insurance premiums that became effective July 1, 2019. The premium contributions are summarized in Table 1 below.

Table 1: Monthly Health Insurance Premiums and Contributions Effective 7/1/19			
Coverage Level	Monthly Premium (Med/Dental/Vision)	Monthly Employer Contribution	Monthly Employee Contribution
Waiver		\$300.00	
EE Only	\$771.19	\$740.16	\$31.03
EE + 1	\$1,412.61	\$1,354.83	\$57.78
EE + Family	\$2,057.10	\$1,971.79	\$85.31

- *Bereavement Leave:* Employees are eligible for up to three (3) days of non-chargeable bereavement leave in the event of the death of the employee's parent, spouse or child. Clarification language has been added to include registered domestic partner in the list of eligible relations for this benefit.

These changes as outlined are included in the proposed MOU attached as Exhibit 1 to the proposed resolution contemplated herein.

FINANCIAL IMPACT:

The financial impacts of the proposed MOU changes are presented in Table 2 below. The costs/savings associated with the salary increase and change to CalPERS contributions in year 1 represent the cost/savings from the effective date of the changes, approximately 5.7 pay periods (the City has 26 pay periods per year). In year 2 of the agreement, there will be no additional wage increases, however it should be noted that the cost of living adjustment carries forward as well as the employees' continued increased contribution to CalPERS. The year 2 cost/savings identified in Table 2 reflect the annualized amounts that carry forward.

Table 2: Financial Impacts of Proposed LEMM MOU	
MOU Provision	Cost/Savings/Value
2% COLA	\$3,396
Classic Employees Pay 1% PERS	-\$1,309
Net Year 1 Cost to City	\$2,087
2% COLA continuation	\$15,492
Employee 1% PERS continuation	-\$5,969
Net Year 2 Cost to City	\$9,523

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

If the Council does not take action on the resolution, existing agreement terms will continue until a successor MOU is agreed upon.

ATTACHMENTS:

1. Resolution
 - a. Exhibit 1: Memorandum of Understanding Between the City of Madera and the Law Enforcement Mid Management Group

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MADERA AND THE LAW ENFORCEMENT MID MANAGEMENT GROUP AND
AUTHORIZING THE CITY MANAGER TO SIGN THE MEMORANDUM

WHEREAS, the City of Madera (City) wishes to establish reasonable rules, regulations and compensation for its staff within the financial limits of the organization; and

WHEREAS, a Memorandum of Understanding (MOU) between the City and the Law Enforcement Mid Management Group (LEMM) expired June 30, 2019; and

WHEREAS, in accordance with the Meyers Milias Brown Act, the City has met and conferred in good faith with MPOA representatives to negotiate a successor MOU; and

WHEREAS, an MOU has been prepared based on the outcome of said negotiations, and such MOU is acceptable to both parties.

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 Memorandum of Understanding between the City of Madera and the Law Enforcement Mid Management Group for April 1, 2020 - June 30, 2021, attached as Exhibit 1, is approved.
3. The City Manager is authorized to sign the Memorandum of Understanding on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

* * * * *

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MADERA
AND
THE LAW ENFORCEMENT
MID MANAGEMENT GROUP

Effective April 1, 2020 to June 30, 2021

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ARTICLE 1 – INTRODUCTION

The duly authorized representatives of the City of Madera, hereinafter referred to as the City and the Law Enforcement Mid Management Group, hereinafter referred to as the Group, having met and conferred in good faith, do hereby jointly prepare and execute this Memorandum of Understanding (MOU).

It is the purpose of this MOU to affirm, promote and provide for harmonious relations, cooperation and understanding between the City and the employees covered by the agreement. It is also intended to provide an equitable means of resolving any misunderstanding or differences, which may arise regarding wages, hours and other terms and conditions of employment.

Group members shall include: Police Commander, Police Lieutenant, Executive Secretary to the Chief of Police, Police Office Supervisor, and Police Auxiliary Services Supervisor

ARTICLE 2 – FULL UNDERSTANDING

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other existing understanding or agreement by the parties whether formal or informal, regarding any such matters are hereby terminated in their entirety.

This MOU shall govern in case of conflict with provisions with existing City and Department rules, regulations and ordinances pertaining to wage, hours and other terms and conditions of employment. Otherwise existing City and Department rules, regulations and ordinances shall be effective and the City Council retains its power to legislate or take other appropriate action not in conflict with the MOU.

ARTICLE 3 – DISCRIMINATION

Employees or prospective employees shall not be employed, promoted, discharged or in any way favored, disadvantaged or discriminated against in any respect because of age, race, creed, color, national origin, sex, political opinion or affiliation or association membership or activity.

ARTICLE 4 – EMPLOYEE AND EMPLOYER RIGHTS

The parties hereto agree that this Memorandum of Understanding does not, in any manner, abridge, modify or restrict the rights and prerogatives of the employees and the City as set forth in Resolution #4775 of the City of Madera and by this reference, said resolution is incorporated herein as though set forth in full.

It is further understood and agreed that the City retains all its powers and authority to manage municipal services and the work force performing those services.

It is agreed that during the terms of this MOU the City shall not be required to meet and confer on matters which are solely a function of management, including but not strictly limited to:

1. Determining and modifying the organization of City government and its constituent work units.
2. Determining the nature, standards, levels and mode of delivery of services to be offered to the public.
3. Determining the methods, means and the numbers and kinds of personnel by which services are to be provided.
4. Determining whether goods or services shall be made or provided by City, or shall be purchased, or contracted for.
5. Directing employees, including scheduling and assigning work, work hours, and overtime.
6. Establishing employee performance standards and requiring complete compliance therewith.
7. Discharging, suspending, demotion, reducing in pay, reprimanding, withholding salary increase and benefits, or otherwise discipline employees, subject to the requirements of applicable law.
8. Relieving employees from duty because of lack of work or lack of funds or other legitimate reasons.
9. Implementing rules, regulations, and directives consistent with law and specific provisions of this MOU.
10. All city rights formerly or presently claimed or vested in the City on the effective date of this MOU, even though not specifically set forth above, are retained by the City unless clearly and explicitly modified or restricted in this MOU.

ARTICLE 5 – SALARIES AND BENEFITS

The first full pay period following approval by the City Council, employees represented by this unit and employed with the City will receive a 2% base wage increase. No additional wage increases will be provided for the duration of this agreement. The salary schedule attached as Exhibit A reflects the salary plan that will be effective upon implementation of the 2% base wage increase.

Non-sworn employees will be eligible for longevity pay, also known as Y step. After a non-sworn employee has been at the top (F) step of their salary range for one year (on their anniversary date), the employee is eligible for a Y step. The Y step equals a 2.5% increase and must be recommended per supervisor's evaluation. Five years after an individual has reached the Y step and remains frozen at a particular range/step, the employee is eligible for an additional 2.5% increase. This would then continue every five (5) years to a maximum of 10%.

A regular work week shall consist of 40 hours. These hours shall be scheduled by the City but shall not violate applicable State of California Labor Codes or existing Personnel Rules and Regulations. Employees in this unit may work a 4/10 schedule upon recommendation of the Chief of Police and approval of the City Administrator. Employees approved to work a 4/10 schedule will work a set 4-day work week; the day off pattern will not fluctuate unless a new 4/10 schedule is requested and approved.

All positions in the Law Enforcement Mid-Management Bargaining Unit are exempt from Overtime under either the 'Executive,' 'Professional,' or 'Administrative' exemption under the Fair Labor Standards Act (FLSA). In recognition of the fact that overtime is an expected and normal part of the duties of these classes, without the benefit of overtime pay or compensatory time off, five days (40 Hours) of Administrative Leave will be credited on the books at the beginning of a fiscal year. This leave may not be carried over or cashed out and shall be taken under the same conditions as vacation leave. It is recognized that such time is not intended to provide an hour for hour or greater leave for actual hours worked, over those scheduled.

ARTICLE 6 – HOLIDAYS

The following holidays are recognized as 8-hour paid holidays: New Year's Day, Labor Day, Martin Luther King's Day, Columbus Day, President's Day, Veteran's Day, Thanksgiving Day, Memorial Day, Day After Thanksgiving, Independence Day, and Christmas Day.

The following holidays are recognized as 4-hour paid holidays: Good Friday and Winter Holiday (the last day prior to Christmas Day or New Year's Day).

The parties agree that to be eligible to receive a paid holiday, the employee must be in a paid status on the scheduled work day either immediately preceding the identified holiday or on the scheduled work day immediately following the identified holiday. Consistent with Personnel Rule IX Section 12, a new employee is not entitled to receive a paid holiday until he/she has actually worked for the City of Madera in a full time capacity for at least 1 scheduled work day.

For employees working a 4/10 work schedule, if a City-paid holiday falls on the employee's regularly scheduled day off, the holiday is shifted one workday within the same pay period. For example, if an employee's regular day off is Monday and a City-paid holiday falls on Monday, then the holiday would be shifted to Tuesday. Likewise, if

an employee's regular day off is Friday and a City-paid holiday falls on Friday, then the holiday would be shifted to Thursday.

If an employee's regularly scheduled work hours exceed the number of hours provided by the City as paid holiday, the employee will be required to either work or use personal time to make-up the difference between scheduled work hours and paid holiday hours.

In addition to the City observed holidays outlined above, employees in this unit will receive floating holiday leave hours. Said leave hours shall be credited to the employee on July 1 of each fiscal year, may not be carried over or cashed out, and shall be taken under the same conditions as vacation leave. Employees with 5-9 years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 20 hours of floating holiday leave. Employees with 10 or more years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 40 hours of floating holiday leave. Employees in this unit will be credited with the appropriate balance of floating holiday leave for fiscal year 2018-19 based on their years of service as of July 1, 2018 and the time will be available for use the first whole pay period following adoption of this agreement by the City Council.

ARTICLE 7 – BEREAVEMENT LEAVE

In the event of the death of the employee's parent, spouse, registered domestic partner, or child, employee shall be eligible for paid non-chargeable leave up to a maximum of three (3) days. Employees granted bereavement leave for a parent, spouse or child shall be paid for work hours regularly scheduled only but not worked. Employee may requests use of other leave (vacation, sick or floating holiday) if additional time off is desired in excess of three (3) days.

ARTICLE 8 – VACATION

Group employees earn vacation credits dependent upon the number of years of service with the City for each pay period an employee is in a paid status at least 50% or more of the period. All accrued vacation is paid to a Group member upon retirement, resignation or termination.

COMPLETED YEARS = NUMBER HOURS RECEIVED PER PAY PERIOD

0 thru 4 yrs.	=	3.6923 hrs. per pay period.
5 thru 9 yrs.	=	4.6156 hrs. per pay period.
10 thru 14 yrs.	=	5.5384 hrs. per pay period.
15 thru 19 yrs.	=	6.1538 hrs. per pay period.
20 plus years	=	6.4615 hrs. per pay period.

In addition, each employee shall receive the date known as the "employee anniversary date" as a vacation day. This day shall be added to vacation time at a straight time rate.

Credit for the day will not be given until the employee's anniversary date has passed during the current fiscal year.

Vacation may be used after completing six months of continuous service. The maximum employees in this group are allowed to accumulate is 360 hours.

Each employee may receive compensation in lieu of up to 40 hours of vacation each fiscal year. To be eligible for compensation an employee must have a minimum vacation balance of 120 hours and utilized as actual time off 40 hours of vacation.

ARTICLE 9 – EDUCATIONAL REIMBURSEMENT PLAN

For job related educational programs approved by the Police Chief and a minimum passing grade of "C" the following reimbursement schedule is applicable:

1. No mileage allowed.
2. Books: 100%
3. Tuition: 100%

The 100% reimbursement is limited to a total of not more than \$2,400 per fiscal year.

Reimbursement requests must be submitted to the Human Resources department no later than 45 days after the completion of the course.

ARTICLE 9.5 – EDUCATION INCENTIVE

Employees in this unit will be eligible for education incentive pay as follows. All incentives will be effective the first whole pay period following attainment of the incentivized achievement.

All Sworn personnel will be eligible for an education certificate incentive as follows:

The Educational / POST incentives – "Compounded":

- 5.0% BA/BS Degree from an accredited institution (this incentive will be effective the pay period beginning 9/15/18 and will not be paid retro for any period where a degree was held prior to that date)
- 2.5% Supervisory POST Certificate (this incentive will continue through 9/14/18 and then cease to be offered and/or paid effective 9/15/18)
- 2.5 % Management POST Certificate
- 2.5% Completion of FBI National Academy

All Non-Sworn personnel will be eligible for an education certificate incentive as follows:

The Educational / POST incentives – "Compounded":

- 2.5 % POST Certificate
- 2.5 % 60 college units with a grade of C or better from an accredited institution
- 5.0 % BA or BS Degree from an accredited institution

Completion of a four (4) year degree (BA or BS) in Criminology, Public Administration, Political Science, Administration of Justice, Organizational Development or other degrees subject to the sole discretion of the City, from an academic institution accredited by the recognized college/university accrediting agency will be granted educational incentive.

ARTICLE 10 – BILINGUAL INCENTIVE

A Group employee is eligible to earn pay above his normal pay if he/she is able to pass a bilingual (Spanish/English) exam administered by the City and based on the following testing:

- a. Successfully passing the Cooperative Personnel Services (CPS) “Spanish Bilingual Proficiency Test for Peace Officers”, with a score of five (5) or better for both Sworn and Non Sworn personnel, \$250 per month, Or,
- b. Tier #1. Successfully passing the Cooperative Personnel Services (CPS) “Spanish Bilingual Proficiency Test, Social Services” with a proficiency rating of no less than a level three.

Tier # 2. Successfully passing the CPS “Spanish Bilingual Proficiency Test, Social Services” with a rating proficiency of either level four or five.

Tier #3. Successfully passing the CPS “Spanish Bilingual Proficiency Test, Social Services” with a rating proficiency level of no less than six.

Compensation for the bilingual Tier system shall be as follows:

- Tier #1 \$150.00 per month
- Tier #2 \$200.00 per month
- Tier #3 \$250.00 per month

For represented employee’s taking the Cooperative Personnel Services (CPS) “Spanish Bilingual Proficiency Test, Social Services” in or after December 2010, bilingual incentive pay shall be determined as follows:

Tier #1. Successfully passing with a proficiency rating of no less than three. \$150 per month

Tier #2. Successfully passing with a proficiency rating of no less than four. \$200 per month

Tier #3. Successfully passing with a proficiency rating of no less than five. \$250 per month

The City Administrator shall determine the number of bilingual positions and tier levels needed for each department.

ARTICLE 11 – UNIFORMS

The Chief of Police has the authority to require wearing of a uniform. The Police Commander, Police Lieutenant, Police Office Supervisor, and Police Auxiliary Services Supervisor are required to wear or maintain a uniform and shall be eligible for an annual uniform allowance. To help alleviate the tax implications of receiving the uniform allowance as a lump sum, the allowance will be paid on a per paid period basis.

Sworn Officers	\$750.00
Designated Non-Sworn	\$530.00

Sworn officers hired or terminated during the fiscal year will receive or be required to reimburse the City an amount prorated for the fiscal year equal to \$62.50 per month. Non sworn officers shall reimburse at \$44.17 per month under the same conditions as sworn officers.

In order to avoid any financial impact, the City may purchase the uniforms for employees hired during the second half of a fiscal year and be reimbursed by that employee within six (6) months.

ARTICLE 12 – BODY ARMOR & SAFETY EQUIPMENT

All sworn personnel will be responsible for maintenance and replacement of their body armor. The City provides the first vest for new hires into the Police Department, with all replacement vests to be provided by the employee.

With the exception of bullet-proof vests/body armor, the City will provide all sworn officers with a weapon, holster and ammunition as specified by the Police Chief. All items of “safety equipment” provided by the City are property of the City and shall be maintained in good working order by the sworn officer. Employees shall turn in City provided and City owned items upon separation from employment.

ARTICLE 13 – RETIREMENT

The City of Madera is a member of the California Public Employees’ Retirement System (CalPERS). The specific retirement benefits each employee receives are governed by the contract between the City and CalPERS as well as the Government Code. Any employee contributions for the plans outlined below will be made as a pre-tax deduction in accordance with applicable tax law. Employees shall pay for the employee’s contribution to the 1959 Survivor Benefit.

Safety Employees

Classic Formula: 3% @ 50 with the retirement calculation based on single highest year for all employees who first worked for the City of Madera prior to April 21, 2012. The City will pay the Employer Contribution. Employees will pay 4% towards the Employee Contribution, with the City paying the remaining 5% of the Employee Contribution as Employer Paid Member Contributions (EPMC) effective the first whole pay period following adoption of this MOU by City Council.

Tier I Formula: 3% @ 55 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after April 21, 2012 and before January 1, 2013 OR employees employed on or after January 1, 2013 who have been members of CalPERS or a CalPERS reciprocal agency within 6 months of the date of hire. The City will pay the Employer Contribution. Employees will pay 4% towards the Employee Contribution, with the City paying the remaining 5% of the Employee Contribution as Employer Paid Member Contributions (EPMC) effective the first whole pay period following adoption of this MOU by City Council.

PEPRA Formula: 2.7% @ 57 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after January 1, 2013 who were not previously CalPERS members or were CalPERS or CalPERS reciprocal system members but experienced a break in service of at least 6 months. The City will pay the Employer Contribution. Employees will pay the Employee Contribution as determined by CalPERS, currently 12%.

Miscellaneous Employees

Classic Formula: 2.5% @ 55 with the retirement calculation based on single highest year for all employees who first worked for the City of Madera prior to October 20, 2012. The City will pay the Employer Contribution. Employees will pay 3.375% towards the Employee Contribution, with the City paying the remaining 4.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC) effective the first whole pay period following adoption of this MOU by City Council.

Tier I Formula: 2% @ 60 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after October 20, 2012 and before January 1, 2013 OR employees employed on or after January 1, 2013 who have been members of CalPERS or a CalPERS reciprocal agency within 6 months of the date of hire. The City will pay the Employer Contribution. Employees will pay 3.375% towards the Employee Contribution, with the City paying the remaining 3.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC) effective the first whole pay period following adoption of this MOU by City Council.

PEPRA Formula: 2% @ 62 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after January 1, 2013 who were not previously CalPERS members or were CalPERS or CalPERS reciprocal system members but experienced a break in service of at least 6 months. The City will pay the Employer Contribution. Employees will pay the Employee Contribution as determined by CalPERS, currently 6.25%.

The City shall provide to the leadership of the LEMM a copy of the Annual Valuation Report that City receives related to the Safety and/or Miscellaneous Employees' or Employer's CalPERS retirement contributions within two weeks of receipt thereof. Unless negotiations are opened earlier, City and LEMM agree to open negotiations within a reasonable time after City's receipt of the Annual Valuation Report showing that the Employer's share of the retirement costs is going to change in the next fiscal year.

ARTICLE 14 – DEFERRED COMPENSATION PLAN

Currently the City pays an amount equal to 4.2% of the Non-Safety employees' gross salary into a Deferred Compensation Plan (the 4.2 % may be rounded up or down). The City does not contribute this amount for the CalPERS Safety employees.

ARTICLE 15 – SICK LEAVE

Sick leave, with pay, accrues at the rate of 3.6923 hours per pay period for each period an employee is in a paid status at least 50% or more of the period. Rules governing sick leave use and eligibility are noted in the City of Madera Personnel Rules and Regulations manual.

In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided in Article 16 of this MOU.

Sick Leave Cash-out: Employees who are members of the Law Enforcement Mid Management Group who were formerly members of the Mid Management Group prior to 7/1/83 may cash-out per the following:

a.) YRS OF SERVICE	SICK LEAVE CASH-OUT
5 (minimum)	10%
10	25%
15	30%

All other employees who are members of the Law Enforcement Mid Management Group may cash-out per the following:

b.) YRS OF SERVICE	SICK LEAVE CASH-OUT
5	7.5%
7	10.5%
10	15.0%
15	22.0%
20	30.0%

The cash-out conversion pertains only to retirements and positive separation. Negative termination's (discharge) are not eligible.

An employee has the option to convert 100% of the remaining sick leave upon retirement to PERS time-in-service.

ARTICLE 16 – FAMILY SICK LEAVE

Sick leave may be used up to the limit of seventy-two hours each calendar year:

1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
 - 1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
 - 1.2. Spouse or Registered Domestic Partner
 - 1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
 - 1.4. Grandparent
 - 1.5. Grandchild.
 - 1.6. Sibling.
2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:
 - 2.1. A temporary restraining order or restraining order.

- 2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
- 2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- 2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- 2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- 2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such a leave is a part of Sick Leave accrual, not in addition to the annual accrual of Sick Leave. All conditions and restrictions placed by the City upon the use by an employee of sick leave to himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

All other provisions for use of Sick Leave by the employee also apply to Family Sick Leave use. This includes, but is not limited to, the Sick Leave section of the Personnel Rules and Regulations.

ARTICLE 17 – INSURANCE BENEFITS

The City shall provide a monthly benefit dollar amount for each employee to purchase at a minimum employee only medical, dental, and vision coverage. The pay period equivalent of the benefit dollars will be paid each pay period an employee is in a paid status 50% or more of the period when eligible to participate in the health insurance plan. All employees receiving the benefit dollars will be required to participate in the premium conversion component of the IRS Section 125 plan at no cost to the employee.

The number of people the employee elects to enroll in the medical plan determines the amount of benefit dollars provided. If the cost the employee benefit elections are less than the benefit dollars provided the remainder will be added to the employee check. If the cost of the employee benefit elections is greater than the benefit dollars provided, then the remainder will be deducted from the employee check. Employees can waive participation in the health insurance plan if they provide evidence of other coverage and such a waiver of coverage does not increase the premium charged by the carriers. Employees who waive coverage will receive \$300 per month.

Effective July 1, 2019, the City's defined contribution towards health insurance will be capped as follows. At no time will the City's contribution exceed the combined premium for medical, dental, and vision insurance at each enrollment level.

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	\$300.00
EE Only	\$740.16
EE+1	\$1,354.83
EE+Family	\$1,971.79

The City reserves the right to determine the carriers and will seek input from the bargaining units regarding plan design of the standard benefits and possible voluntary optional benefits. Optional benefits include, but are not limited to, dependent coverage and participation in flexible spending accounts.

To comply with Internal Revenue Service (IRS) Regulations for "Eligible Opt Out Arrangements" under the Section 125 plan, Employees who seek to waive health benefits coverage must provide a copy of their insurance card demonstrating other coverage or provide sufficient plan information as determined by the City's Human Resources Department such as the carrier and group number of the plan. Additionally, to meet IRS requirements, employees must attest to the fact that the plan they have that allows them to waive participation in the City's plan meets Minimum Essential Coverage (MEC) requirements of the Affordable Care Act and that all members of their tax family have coverage that meets MEC requirements. Such waiver and attestation shall be captured on forms provided by the Human Resources Department. There is not intent of the parties to convey requirements more stringent than those required by the Affordable Care Act and/or the IRS Regulations.

Plan design of the health care coverage (medical, dental and vision) will remain the same as provided in the previous MOU. However this group agrees to the City proposal to change the plan design, as presented, when such action can be taken for all bargaining units. Current and proposed health care benefits are defined in greater detail in the summary of benefits and evidence of coverage booklet for each carrier/plan.

The City provides term life insurance for employees in the Group in the amount of \$25,000 coverage which includes accidental death and dismemberment (AD & D) coverage. The City also provides dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

ARTICLE 18 – TEMPORARY ASSIGNMENT TO PERFORM DUTIES OF A HIGHER CLASSIFICATION

Permanent employees assigned in writing to perform duties of a higher classification shall receive a five percent (5%) increase, or to the first step of the higher level class, whichever is greater, after working fifteen (15) consecutive days, or 120 hours, in such

higher paid class. To be eligible for such pay the employee must assume a majority of the duties and responsibilities of the higher level class, and the assignment must be approved by the City Administrator.

ARTICLE 19 – GRIEVANCE PROCEDURE

Definition: A grievance is defined as a complaint of an employee or a group of employees concerning the interpretation or application of the provisions of the Memorandum of Understanding or the City Personnel Rules and Regulations.

A grievance does not include concerns or complaints whereby the solution would require the exercise of legislative power such as the adoption or amendment of a resolution, rule, regulation or policy established by legislative or judicial bodies other than the City Council; concerns or complaints regarding disciplinary action of an employee who has appeal rights as expressed in the MOU or City Rules and Regulations; and/or concerns or complaints whereby the solution is within the scope of representation subject to the meet and confer process.

Step 1: An employee shall first discuss the issue with the immediate supervisor as soon as practical and in any event no later than 10 working days from the occurrence or the knowledge of the occurrence of the issue. The supervisor will review the matter and attempt to resolve the issue on a timely basis.

Step 2: If the employee is not satisfied with the response of the immediate supervisor during the informal review, the employee may submit the issue for formal review. This is accomplished by preparing a written request for review stating the specific City policy and/or provision of the applicable MOU that was improperly applied and stating the specific resolution desired. This written request is to be submitted to the immediate supervisor for review within 5 working days of receipt of the supervisor's response during the informal review. The supervisor has 5 working days to respond to the formal grievance.

Step 3: If not satisfied with the response at Step 2, the employee may request, in writing, the matter be reviewed by the Department Head. This review must be requested within 5 working days of the receipt of the response at Step 2. The Department Head shall schedule a meeting to hear the grievance within 10 working days of receipt and shall provide a written decision within 5 working days of hearing the grievance.

Step 4: If not satisfied with the decision of the Department Head, the employee may request, in writing, the matter be reviewed by the City Administrator or designee. The request must be submitted within 5 working days of receipt of the decision at Step 3. The City Administrator will provide further review of the issue as appropriate and prepare a written response to the employee within 10 working days of receipt of the written request for review. The decision of the City Administrator or designee is final and not subject to further appeal or review.

If the employee fails to respond within the time periods provided, the grievance is withdrawn and is not subject to further review or appeal. If City management fails to respond within the time periods provided, the employee may proceed to the next step in the process. The City and the employee may mutually agree to extend the time periods discussed above or may agree to waive Steps 1-3 when the issue involves staff from more than one department or when the subject of the grievance is not within the jurisdiction of the supervisor or Department Head.

ARTICLE 20 – CORRECTIVE/DISCIPLINARY ACTIONS

Corrective/Disciplinary Action may be taken against any regular employee of the City up to and including termination of employment when employee performance or behavior is determined to be below expectations desired or outside the standards of the work environment. The City will administer a progressive discipline approach up to and including termination of employment. However, the City reserves the right to determine the form of discipline to be imposed based on several factors, including but not limited to, the severity and frequency of the cause of action as well as the employment history of the employee.

Grounds for Corrective Disciplinary Action

Poor performance or any violation of a City rule, regulation, policy, procedure, or ordinance may require Corrective/Disciplinary Action. The poor performance or violation may involve a single incident or a series of infractions. In this regard, acts which may be the basis for action up to and including termination of employment include, but are not limited to, the following:

Fraud in securing employment

Incompetence

Inefficiency

Inexcusable neglect of duty

Insubordination

Dishonesty

Unauthorized absence without leave

Conviction of a felony or conviction of a misdemeanor involving moral turpitude

Continued or flagrantly discourteous treatment of the public or another employee

Improper political activity

Misuse or theft of City property

Violation of City rules, regulations, policies, procedures or ordinances

Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the City or an employee's employment or creates a conflict of interest

Falsifying, and/or unauthorized removal or destruction of City records

Unauthorized possession of firearms or explosives

Harassment (sexual or otherwise) of another employee or member of the public

Gambling on duty or while on City property

Either (a) the sale, purchase, transfer, possession, or consumption of alcoholic beverages or illegal drugs or (b) the use of drugs which impair the senses or the ability to perform the job during normal working hours or on City premises

Excessive tardiness

Failure to properly report absence

Types of Corrective/Disciplinary Action

Corrective/Disciplinary Action normally progresses from the least to the most severe action. However, some available actions may be bypassed depending upon the severity of the infraction. Nothing in this section shall be interpreted as restricting the City's right to take Corrective/Disciplinary Action, including the immediate placement of an employee on Administrative Leave with pay, if in the sole discretion of the City, doing so would prevent the disruption of City services or potential harm to others.

It is recognized that many problems not directly associated with an employee's job can have an effect on job performance. In such situations, the City may believe that an employee may benefit from professional assistance outside the work place and may require an employee to consult with the Employee Assistance Program as part of the Corrective/Disciplinary Action process.

The following actions may be taken in an effort to achieve improved job performance or modify inappropriate work-related behavior.

Counseling: An informal discussion with an employee designed to clarify and remedy unacceptable behavior or performance. This discussion may include the clarification of

standards and a review of performance or behavior that is determined to be below standard. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Retraining: A documented effort to achieve appropriate performance or conduct when an employee's lack of skill or knowledge is determined to be the cause of the problem. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Oral Reprimand: A formal discussion with an employee about performance or conduct problems and City expectations and requirements. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Written Reprimand: A written document presented to an employee regarding performance or conduct problems and expectations and requirements. This document is maintained in the official personnel file and is subject to appeal only by sworn staff.

Disciplinary Suspension: An involuntary absence without pay for a period up to 30 calendar days. Suspension may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. (Note: Disciplinary suspensions from paid status for periods of less than one week are not applicable to employees classified as exempt for the purposes of the Fair Labor Standards Act unless they are imposed for infractions of safety rules of great significance.)

Disciplinary Salary Reduction: A reduction in pay from the employee's current step within the assigned salary range to any lower step within the same salary range.

Disciplinary Demotion: A change in status from a position in one classification to a position in a classification with a lower maximum salary.

Termination: Removal from City service. Removal may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. Termination is seldom used for a first offense unless the violation is so serious that no other response is appropriate.

Prior to the imposition of Corrective/Disciplinary action in the form of suspension, disciplinary salary reduction, demotion or termination, a written notice of the intended disciplinary action will be served on the employee. Such notice shall be served upon the employee personally or by mail and shall include a statement of the nature of the intended disciplinary action, a statement of the causes, a statement of the acts or omissions upon which the causes are based, a copy of the documents or material upon which the actions is based, a statement advising the employee of rights to respond to the notice before disciplinary action is taken, a statement advising the employee that if Corrective/Disciplinary Action is imposed, they may appeal to the Civil Service Commission.

Employees wishing to respond to the notice of intended disciplinary action must make a request to the City Administrator within 5 normal business days of the notice being served. The employee may respond either orally or in writing. The employee may be represented by another person in presenting his/her response. The individual representing the employee may not be someone directly involved with the employee's immediate working environment unless this individual is an official representative of the employee group. The City Administrator may amend, modify or revoke any or all of the pending charges including the recommended disciplinary action if there are mitigating circumstances.

If the employee wishes to appeal any action imposed by the City Administrator, the employee may file a written notice of appeal in response to the imposed action. A written notice to appeal must be filed with the Director of Human Resources within 10 working days from the effective date of the disciplinary action. The notice of appeal shall contain statements of fact, which would support the rescission or amendment of the imposed disciplinary action. Failure to file a written notice of appeal within this specified time period shall be deemed a waiver of any right to appeal the action taken. No exceptions to this failure to file time period shall be permitted.

ARTICLE 21 – PAY DATE

Pay dates shall remain the same as they are currently.

ARTICLE 22 – MILEAGE REIMBURSEMENT

For authorized use of an employee's vehicle, the employee will be reimbursed per mile at the current IRS rate. A valid California drivers license and insurance coverage is required.

Employees receiving mileage reimbursement or driving a take-home vehicle will be subject to IRS fringe benefit reporting requirements.

ARTICLE 23 – OPENERS

In addition to other items specified in this agreement for meet and confer and discussion during the term of the agreement there shall be openers for the following:

During the term of this agreement there shall be openers as follows:

1. To review and make revisions to the City Code related to Civil Service and Personnel, and Personnel Rules and Regulations. Any such changes are contingent upon use of the meet and confer process to obtain a single version of these documents applying to all bargaining units.
2. To meet and confer should Social Security be mandated on the City, requiring employees to be covered by this benefit.

3. To meet and confer should any mandates from the State of California change the rules related to Employee/Employer Relations.
4. In the event that the City determines that a reduction in force is necessary in this unit during the course of this agreement, the City agrees to solicit fiscal alternatives from LEMM before implementing a reduction in force.

ARTICLE 24 – SEPARATION

It is understood and agreed that this Memorandum of Understanding is subject to all present and future Federal and State laws and regulations and the provisions hereto shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this Memorandum of Understanding is in conflict or inconsistent with such regulations, or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable provision of Federal or State laws or regulations, such part or provision shall be suspended and superseded by such applicable laws and regulations and the remainder of this Memorandum of Understanding shall be not affected thereby and shall remain in full force and effect.

ARTICLE 25 – TERM OF MOU

This MOU shall be effective April 1, 2020 and shall remain in full force and effect to June 30, 2021.

ARTICLE 26 – RECLASSIFICATION EMPLOYEE INITIATED

Position Reclassification

An employee who believes his/her position is wrongly classified may submit a written request to the Human Resources Department for reclassification. Requests shall state the reason the employee believes the present class is not appropriate and which class the employee believes is appropriate, based on the employee's present duties. Requests must be made to the Human Resources Department in January or February so that changes may be included in the next fiscal year budget.

Classification Analysis

The supervisor shall forward the request to the department head. The department head shall then request that the Human Resources Director conduct a classification analysis. When the classification analysis is completed, a written response will be sent to the employee and the department head. The city shall endeavor to complete the analysis as soon as practicable.

Appeals

If the employee disagrees with the response of the Human Resources Director, he/she may appeal to the City Administrator in writing. The written appeal must state the reasons why he/she feels that the Human Resources Director's findings were incorrect. The City Administrator may review the appeal, assign it to his designee or establish an advisory committee to review the matter. The decision of the City Administrator shall be final.

SIGNATURES

REPRESENTATIVES OF THE LAW ENFORCEMENT MID MANAGEMENT GROUP

Brian Esteves, LEMM Representative

Date

MANAGEMENT REPRESENTATIVE OF THE CITY OF MADERA

Arnoldo Rodriguez, City Manager

Date

EMPLOYEE SALARY SCHEDULE
LAW ENFORCEMENT MID-MANAGEMENT GROUP
Effective 4/11/2020, Pay Date 5/1/2020

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Executive Secretary to the Chief of Police	LEMM	330	\$1,737.55	\$1,824.45	\$1,915.35	\$2,011.24	\$2,111.63	\$2,217.51
Police Auxiliary Services Supervisor	LEMM	350	\$1,919.84	\$2,015.74	\$2,116.62	\$2,222.00	\$2,333.38	\$2,449.75
Police Commander	LEMM	504	\$4,137.85	\$4,345.12	\$4,562.38	\$4,790.12	\$5,029.85	\$5,281.07
Police Lieutenant	LEMM	487	\$3,801.73	\$3,991.52	\$4,191.29	\$4,401.06	\$4,620.81	\$4,852.05
Police Office Supervisor	LEMM	350	\$1,919.84	\$2,015.74	\$2,116.62	\$2,222.00	\$2,333.38	\$2,449.75

Retraining: A documented effort to achieve appropriate performance or conduct when an employee's lack of skill or knowledge is determined to be the cause of the problem. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Oral Reprimand: A formal discussion with an employee about performance or conduct problems and City expectations and requirements. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Written Reprimand: A written document presented to an employee regarding performance or conduct problems and expectations and requirements. This document is maintained in the official personnel file and is subject to appeal only by sworn staff.

Disciplinary Suspension: An involuntary absence without pay for a period up to 30 calendar days. Suspension may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. (Note: Disciplinary suspensions from paid status for periods of less than one week are not applicable to employees classified as exempt for the purposes of the Fair Labor Standards Act unless they are imposed for infractions of safety rules of great significance.)

Disciplinary Salary Reduction: A reduction in pay from the employee's current step within the assigned salary range to any lower step within the same salary range.

Disciplinary Demotion: A change in status from a position in one classification to a position in a classification with a lower maximum salary.

Termination: Removal from City service. Removal may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. Termination is seldom used for a first offense unless the Violation is so serious that no other response is appropriate.

Prior to the imposition of Corrective/Disciplinary action in the form of suspension, disciplinary salary reduction, demotion or termination, a written notice of the intended disciplinary action will be served on the employee. Such notice shall be served upon the employee personally or by mail and shall include a statement of the nature of the intended disciplinary action, a statement of the causes, a statement of the acts or omissions upon which the causes are based, a copy of the documents or material upon which the actions is based, a statement advising the employee of rights to respond to the notice before disciplinary action is taken, a statement advising the employee that if Corrective/Disciplinary Action is imposed, they may appeal to Civil Service Commission.

Employees wishing to respond to the notice of intended disciplinary action must make a request to the City Administrator within 5 normal business days of the notice being served. The employee may respond either orally or in writing. The employee may be represented by another person in presenting his/her response. The individual representing the employee may not be someone directly involved with the employee's immediate working

environment unless this individual is an official representative of the employee group. The City Administrator may amend, modify or revoke any or all of the pending charges including the recommended disciplinary action if there are mitigating circumstances.

If the employee wishes to appeal any action imposed by the City Administrator, the employee may file a written notice of appeal in response to the imposed action. A written notice to appeal must be filed with the Director of Human Resources within 10 working days from the effective date of the disciplinary action. The notice of appeal shall contain statements of fact, which would support the rescission or amendment of the imposed disciplinary action. Failure to file a written notice of appeal within this specified time period shall be deemed a waiver of any right to appeal the action taken. No exceptions to this failure to file time period shall be permitted.

Article 38 - Pay Date

Pay dates shall remain the same as they are currently.

Article 39 - Mileage Reimbursement

For authorized use of an employee's vehicle, the employee will be reimbursed per mile at the current IRS rate. A valid California driver's license and insurance coverage is required.

Article 40 - Layoffs

In the event that the City anticipates a layoff of employees within the Association, the City will give the Association written notice of its intention to lay off. Within five (5) days of this notice either party may, by serving notice to the other party, reopen this agreement to negotiate a decrease in salary and benefits as a cost savings (in an effort to avoid a layoff). Nothing in this section relinquishes the City's exclusive right to lay off employees in the Association if this agreement is reopened and parties fail to reach a mutually acceptable agreement to avoid a layoff.

Article 41 - Notice of Future Meet & Confer

Other than provided in the Openers Article below, if the Madera Police Officers' Association desires to meet and confer with representatives of the City of Madera concerning improvements or changes in wages, hours, or other conditions of employment for the employee/members represented by the Association, the Association shall serve upon the City Administrator a written request to open negotiations following the signing of this Memorandum of Understanding. Said request shall contain all of the changes in wages, hours, conditions of employment proposed by the Association to take effect on or after July 1, 2019. Notwithstanding the above, City shall provide to the leadership of the MPOA a copy of the Annual Valuation Report that City receives related to the Safety and/or Miscellaneous Employees' or Employer's CalPERS retirement contributions within two weeks of receipt thereof. Unless negotiations are opened earlier, City and MPOA

agree to open negotiations within a reasonable time after City's receipt of the Annual Valuation Report showing that the Employer's share of the retirement costs is going to increase in the next fiscal year.

Article 42 - Separability

It is understood and agreed that this Memorandum of Understanding is subject to all current and future Federal and State laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such law. If any part of this MOU is in conflict with, or inconsistent with, such applicable provisions of Federal or State laws or regulations, or is otherwise held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, such prior provision shall be suspended and superseded by such applicable laws and regulations, and the remainder of this MOU shall not be affected thereby and shall remain in full force and effect.

Article 43 - Openers

In addition to other items specified in this agreement for meet and confer and discussion during the term of the agreement there shall be openers for the following (#5 shall be a Meet and Consult item):

1. Personnel Codes, Rules & Regulations - During the term of the agreement there shall be an opener to meet and confer regarding potential changes in the Municipal Code and Resolutions dealing with Personnel Rules and Regulations and other personnel related administrative policies and practices.
2. Mandated Changes in the Employee/Employer Relationship - To meet and confer on any mandates that would change the rules for Employee/Employer Relations.
3. Social Security - To meet and confer on this issue should Social Security be mandated for City employees.
4. In the event that the City determines that a reduction in force is necessary in this unit during the course of this agreement, the City agrees to solicit fiscal alternatives from the MPOA before implementing a reduction in force .

Article 44 – Term

This Memorandum of Understanding shall be effective April 1, 2020, unless otherwise noted; apply to those employed by the City on the date ratification has been completed by both the Association and the City; and shall remain in full force and effect through June 30, 2021.

It shall continue in full force and effect from day to day thereafter until modified by mutual agreement of the City of Madera and MPOA.

Signatures

REPRESENTATIVES OF THE MADERA POLICE OFFICERS' ASSOCIATION

Brent Cederquist, MPOA President

Date

Roger Wilson, Attorney

Date

MANAGEMENT REPRESENTATIVE OF THE CITY OF MADERA

Arnoldo Rodriguez, City Manager

Date

Exhibit A

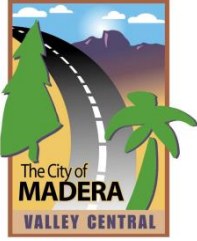
**Madera Police Officers' Association
Salary Schedule**

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Police Corporal	MPOA	383	\$2,218.59	\$2,329.74	\$2,446.27	\$2,568.19	\$2,696.97	\$2,831.62
Police Officer I	MPOA	363	\$2,008.04	\$2,108.42	\$2,213.69	\$2,324.35	\$2,440.89	\$2,562.81
Police Officer II	MPOA	373	\$2,110.86	\$2,216.14	\$2,327.29	\$2,443.33	\$2,565.75	\$2,694.03
Police Officer Trainee	MPOA	333	\$1,728.94	\$1,815.61	\$1,906.19	\$2,001.67	\$2,101.56	\$2,206.84
Police Sergeant	MPOA	426	\$2,749.36	\$2,886.95	\$3,031.40	\$3,182.70	\$3,341.84	\$3,508.80
Property & Evidence Officer	MPOA	296	\$1,437.60	\$1,509.58	\$1,584.98	\$1,664.31	\$1,747.55	\$1,834.70
Public Safety Dispatcher	MPOA	294	\$1,423.40	\$1,494.40	\$1,569.32	\$1,647.66	\$1,729.92	\$1,816.59
Records Clerk	MPOA	270	\$1,262.80	\$1,325.96	\$1,392.06	\$1,462.08	\$1,535.04	\$1,611.92
Crime Analysis Technician	MPOA	306	\$1,511.05	\$1,586.94	\$1,666.27	\$1,749.51	\$1,836.66	\$1,928.72

Exhibit B

Madera Police Officers' Association Salary Schedule
Effective 6/20/2020, Pay Date 7/10/2020

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Police Corporal	MPOA	383	\$2,262.96	\$2,376.33	\$2,495.20	\$2,619.56	\$2,750.91	\$2,888.26
Police Officer I	MPOA	363	\$2,048.20	\$2,150.58	\$2,257.96	\$2,370.84	\$2,489.70	\$2,614.06
Police Officer II	MPOA	373	\$2,153.08	\$2,260.46	\$2,373.83	\$2,492.20	\$2,617.06	\$2,747.91
Police Officer Trainee	MPOA	333	\$1,763.52	\$1,851.92	\$1,944.32	\$2,041.71	\$2,143.59	\$2,250.97
Police Sergeant	MPOA	426	\$2,804.35	\$2,944.69	\$3,092.03	\$3,246.35	\$3,408.67	\$3,578.98
Property & Evidence Officer	MPOA	296	\$1,466.35	\$1,539.77	\$1,616.68	\$1,697.59	\$1,782.50	\$1,871.40
Public Safety Dispatcher	MPOA	294	\$1,451.87	\$1,524.29	\$1,600.70	\$1,680.61	\$1,764.52	\$1,852.92
Records Clerk	MPOA	270	\$1,288.05	\$1,352.48	\$1,419.91	\$1,491.33	\$1,565.74	\$1,644.15
Crime Analysis Technician	MPOA	306	\$1,541.27	\$1,618.68	\$1,699.59	\$1,784.50	\$1,873.40	\$1,967.29



REPORT TO CITY COUNCIL

Approved by:


City Manager

Council Meeting of: April 1, 2020

Agenda Number: D-5

SUBJECT:

Consideration of Adopting a Resolution Amending the sales price listed in the purchase agreement for Parcel 16 within Freedom Industrial Park located on the northwest intersection of West Pecan Avenue and South Pine Street to Span Development, LLC. The amendment is being requested to reflect the net acreage rather than gross acreage at the appraised value of \$2.02 per square foot (APN: 009-331-018). The purchase agreement was originally considered and approved by the City Council (Council) on September 7, 2017 per Resolution No. 17-126.

RECOMMENDATION:

Staff recommends that the Council adopt a resolution approving an amendment to the sale price for the 3.38 net acre parcel at \$2.02 per square foot, rather than the gross parcel size of 3.64 acres as approved by the Council on September 6, 2017.

SUMMARY:

The Council agreed to sell Parcel 16 of Freedom Industrial Park (FIP) to Span Development, LLC (Span) on September 6, 2017. At the time, the appraiser retained by the City based their appraisal on a parcel map that identified the lot size as 3.64 acres given that the map measured the parcel to the centerline of Independence Drive. After subtracting the road, the parcel is reduced to 3.38 acres. Span is requesting that the City amend the agreement to reflect the reduced parcel size.

DISCUSSION:

FIP was developed in partnership by the City and Span in an effort to spur economic development following the Great Recession (c. 2010). Span owned the over 90-acre parcel. The City partnered with Span and agreed to install off-site improvements along West Pecan Avenue and South Pine Street in return for 6 parcels totaling approximately 32.9 acres of real property. Span funded the construction of the internal streets and infrastructure within the industrial park. The costs to the City of off-site improvements totaled approximately \$4.55 million.

At the time, the City gained ownership of six parcels. In an attempt to attract large industrial users, Span offered to purchase Parcel 16 at the then appraised value, which also allowed them to assemble other parcels for potentially larger tenants. In 2017, the City commissioned an appraisal which determined that the fair market value for the site was \$320,000 based on a value of \$2.02 per square foot. The City agreed to sell Span the parcel; however, the agreement allowed Span to defer land cost until 50 percent of the building was occupied. Span has met the occupancy threshold and requested to remit payment.

More recently, upon conducting additional research, staff and Span acknowledged that the 2017 appraisal was based on lot lines that measured the parcel to the centerline of the street, rather than the back of the right-of-way. As a result, Span is requesting that the City amend the agreement to reflect the reduced parcel size. Table 1 provides an overview of the request.

Table 1: Net vs. Gross Acreage and Value				
<i>Parcel</i>	<i>Acreage</i>	<i>Source</i>	<i>Price per sf</i>	<i>Value</i>
16	3.64 gross	Parcel Map; refer to Attachment 2	\$2.02	\$320,000.00
16	3.38 net	Parcel Map; refer to Attachment 3	\$2.02	\$297,410.26
<i>Difference (reduction in sales price)</i>				<i>\$22,589.74</i>

Worth noting is that the subject site, Parcel 16, was the first of several land sales either being considered or executed by the City for development with industrial uses. In all of the subsequent land sales, the parcels were sold at market rate per net acreage. Table 2 provides a summary of the six parcels that the City acquired as part of the partnership, their value, and status.

Table 2: Status of City-acquired Parcels in FIP				
<i>Parcel</i>	<i>Acreage</i>	<i>Status</i>	<i>Price per sf^{1,2}</i>	<i>Value</i>
11	18.9	Future City Corporation yard	\$2.30	\$1,923,609
12	2.15	Offer from Span; being considered (Feb. 2020)	\$2.30	\$421,792
13	2.06			
14	2.9	Sold to TranPak, Inc. (July 2019)	\$2.10	\$521,154
15	3.1			
16	3.4	Sold to Span (Sept. 2017)	\$2.02	\$297,410
<i>Total Value of City-acquired Parcels</i>				<i>\$3,163,965</i>

¹ Values reflect appraised value at the time of sale.

² An appraisal was not completed for the City's Future Corporation Yard. For value purposes, a square foot value of \$2.30 was assumed based on the most recent appraisal in the industrial park.

CITY INVESTMENT

Worth noting is that the City expended roughly \$4.55 million and gained control of 32.9 acres, of which Parcel 16 is included. The City previously sold 3 parcels for a total of \$818,564 (assumes the amended sales price for Parcel 16) and has an offer for 2 more parcels for \$421,792. While the City has partially developed its future Corporation Yard, if one were to place a value of \$1,923,609 on the Corporation Yard based on the most recent appraisal of \$2.30 per sf, the City would receive nearly \$3.2 million in land value for its total \$4.55 million investment.

It is important to keep in mind that while the City did not recoup \$4.55 million in land value, if a private developer had constructed the off-site improvements similar to the City, they would have been eligible for approximately \$1.13 million in Development Impact Fees (DIF) reimbursements for the installation of some of the improvements along the two major roadways, S. Pine St. and W. Pecan Ave.

As summarized in Table 3, the City invested \$3,421,025 or only about \$257,060 more than the value of the real property that the City acquired.

Table 3: Investment Summary	
<i>Item</i>	<i>Funding Amount</i>
City contribution	\$4,549,557
- Property value received (see Table 2 for details)	\$3,163,965
- DIF reimbursement	\$1,128,532
Approximate City investment	\$257,060

FINANCIAL IMPACT:

The fair market value was determined by a professional appraiser. The appraisal for the parcel totaled \$320,000 based on a market value of \$2.02 per square foot. Upon further examination, it has been determined that the parcel is 3.38 acres rather than 3.64 as noted in the appraisal, resulting in a reduction in the sales price of roughly \$22,590.

ALTERNATIVES:

As an alternative to staff's recommendation, the Council may:

1. Not approve the resolution.
2. Request that staff clarify or provide additional information.

ATTACHMENTS:

1. Resolution amending the sales price
2. Resolution No. 17-126 approved by the Council on September 6, 2017
3. Parcel Map of Freedom Industrial Park identifying a land area of 3.64 acres for Parcel 16
4. Parcel Map of Freedom Industrial Park identifying a land area of 3.38 acres for Parcel 16
5. Recent photos of the recent development in the industrial park

1. Resolution amending the sales price

Resolution No. 20-_____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, AMENDING RESOLUTION NO. 17-126 RELATING TO
A STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS
(AGREEMENT) FOR SALE OF REAL ESTATE FOR PARCEL 16 WITHIN
THE FREEDOM INDUSTRIAL PARK TO SPAN DEVELOPMENT, LLC, A
WYOMING LIMITED LIABILITY COMPANY (APN: 009-331-018) AND
AUTHORIZING ADDENDUM TO AGREEMENT**

WHEREAS, the City owns real property within the Freedom Industrial Park that is for sale to buyers intending to build industrial buildings capable of housing employment-generating businesses; and

WHEREAS, the City Council previously authorized staff to work with potential buyers of City-owned lots within the Freedom Industrial Park on developing public private partnerships to kick start construction on its lots; and

WHEREAS, the City intends to maintain ownership of one of the parcels for its use within Freedom Industrial Park; and

WHEREAS, Span Development, LLC (Span) offered to purchase Parcel 16 at the appraised fair market value amount; and

WHEREAS, in 2017 the City caused an appraisal to be completed by a licensed appraiser to establish the fair market value of Parcel 16; and

WHEREAS, the appraisal identified a parcel area of 3.64 net acres given that the Parcel Map measured the lot to the centerline of the roadway and depicted the street as a road easement; and

WHEREAS, the appraisal determined that the property had a value of \$320,000 based on an appraised value of \$2.02 per square foot; and

WHEREAS, the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate for Parcel 16 within the Freedom Industrial Park ("Agreement") was prepared for the sale of the parcel to Span Development, LLC at the appraised fair market value; and

WHEREAS, the City Council approved the sale of Parcel 16 to Span at its regularly scheduled meeting on September 6, 2017 in the amount of \$320,000 per Resolution No. 17-126; and

WHEREAS, the Agreement deferred payment of the land cost until 50 percent of the proposed building on the property was occupied; and

WHEREAS, Span has met the occupancy threshold and requested to remit payment; and

WHEREAS, upon additional research Span and the City determined that the net parcel size is 3.38 acres; and

WHEREAS, Span requested that the City adjust the purchase price to reflect the net parcel size as opposed to the gross; and

WHEREAS, no other amendments to the Agreement as approved by the City Council at its meeting on September 6, 2017 are requested by either Span or the City; and

WHEREAS, the executed Agreement is on file in the office of the City Clerk.

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

1. The above recitals are true and correct.
2. Resolution No. 17-126 is amended to reflect approval of the adjusted purchase price of \$297,410.26.
3. The Mayor is authorized to execute an Addendum to the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate for Parcel 16 within the Freedom Industrial Park to reflect a sales price of \$297,410.26, rather than the original sales price of \$320,000 with approval of City Attorney and is directed to file a copy in the Office of the City Clerk.
4. The City Manager is authorized to take all actions and execute documents as necessary pursuant to the Escrow Instructions included in the Agreement.
5. This resolution is effective immediately upon adoption.

* * * * *

2. Resolution No. 17-126 approved by the Council on September 6, 2017

RESOLUTION NO. 17-126

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A
STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL
ESTATE FOR PARCEL 16 WITHIN THE FREEDOM INDUSTRIAL PARK**

WHEREAS, the City currently owns five parcels within the Freedom Industrial Park that are for sale to buyers intending to build industrial buildings capable of housing employment-generating businesses; and

WHEREAS, the City Council previously authorized staff to work with potential buyers of City-owned lots within the Freedom Industrial Park on developing public private partnerships to kick start construction on its lots, including the possibility of deferring land costs and fees until new building(s) are occupied; and

WHEREAS, Span Development has proposed to purchase Parcel 16 within the Freedom Industrial Park for the purpose of constructing a 37,620 square foot building and wishes to take advantage of the public private partnership features previously described by the City Council; and

WHEREAS, the City caused an appraisal to be completed by a licensed appraiser to establish the fair market value of Parcel 16; and

WHEREAS, the a Standard Offer, Agreement and Escrow Instructions For Purchase of Real Estate For Parcel 16 within the Freedom Industrial Park (the Agreement”) has been prepared which includes the sale of the property to Span Development at the appraised fair market value and the deferral of the purchase price and City development impact fees for 18 months or until the proposed 37,620 square foot building is at least 50% occupied; and

WHEREAS, the City and Sellers have agreed upon the terms of the Agreement.

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

1. The above recitals are true and correct.
2. The City Council of the City of Madera approves the Standard Offer, Agreement and Escrow Instructions For Purchase of Real Estate For Parcel 16 within the Freedom Industrial Park (“the Agreement”), a copy of which is on file in the Office of the City Clerk and referred to for particulars.
3. The Mayor is authorized to execute the Agreement.
4. The City Administrator is authorized to take all actions necessary to allow the transfer of title pursuant to the Escrow Instructions included in the Agreement
5. This resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Madera this 6th day of September, 2017 by the following vote:

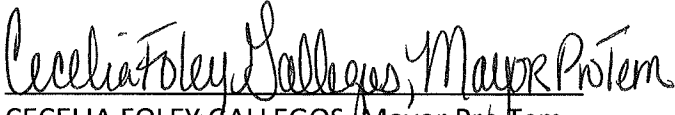
AYES: Council Members Foley Gallegos, Rodriguez, Holley, Robinson, Oliver, Rigby.

NOES: None.

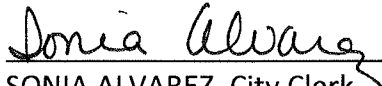
ABSTENTIONS: None.

ABSENT: Mayor Medellin.

APPROVED:


CECELIA FOLEY GALLEGOS, Mayor Pro Tem

ATTEST:


SONIA ALVAREZ, City Clerk

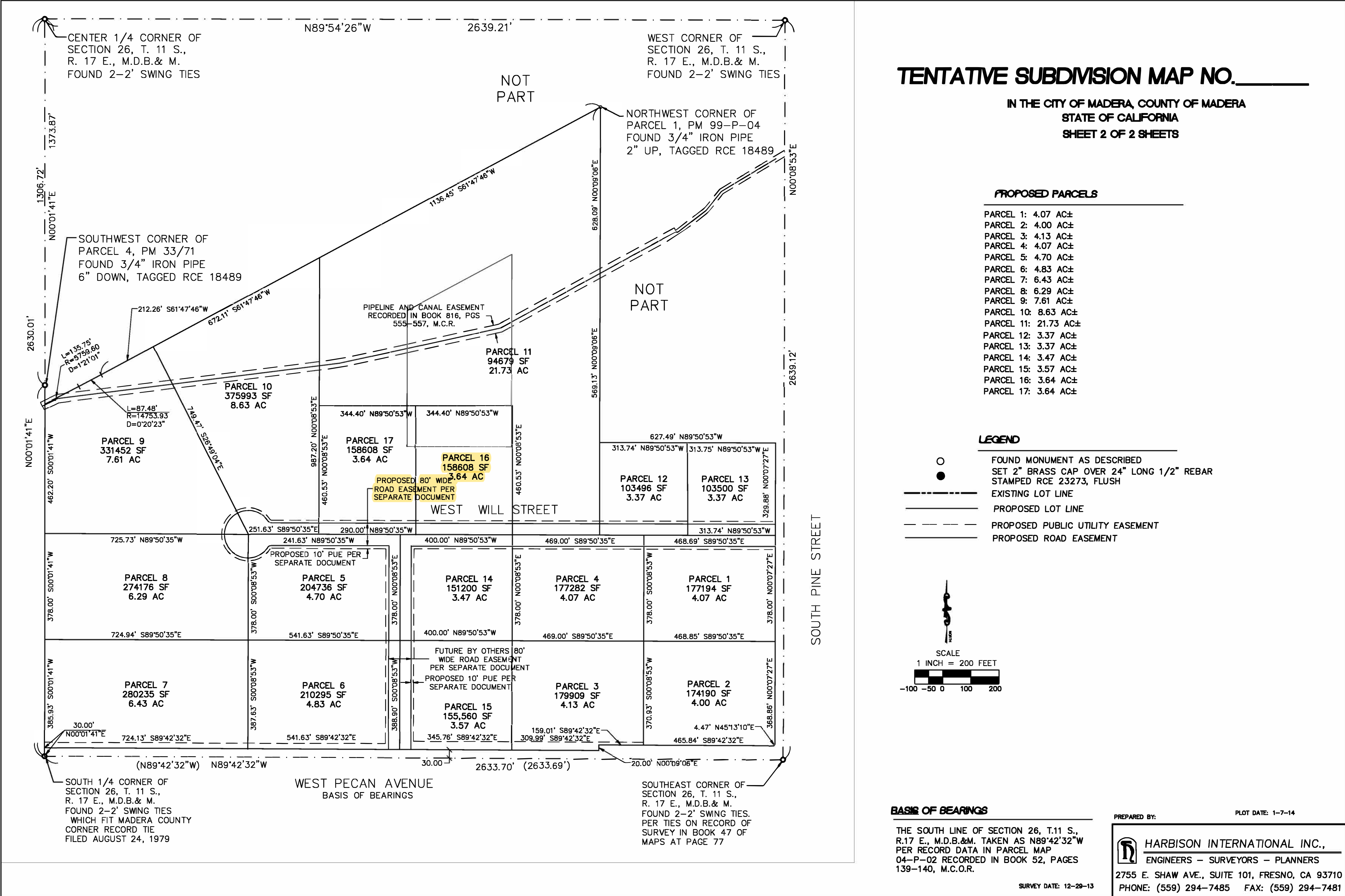
APPROVED AS TO LEGAL FORM:


BRENT RICHARDSON, City Attorney



3. Parcel Map of Freedom Industrial Park identifying a land area of 3.64 acres
for Parcel 16

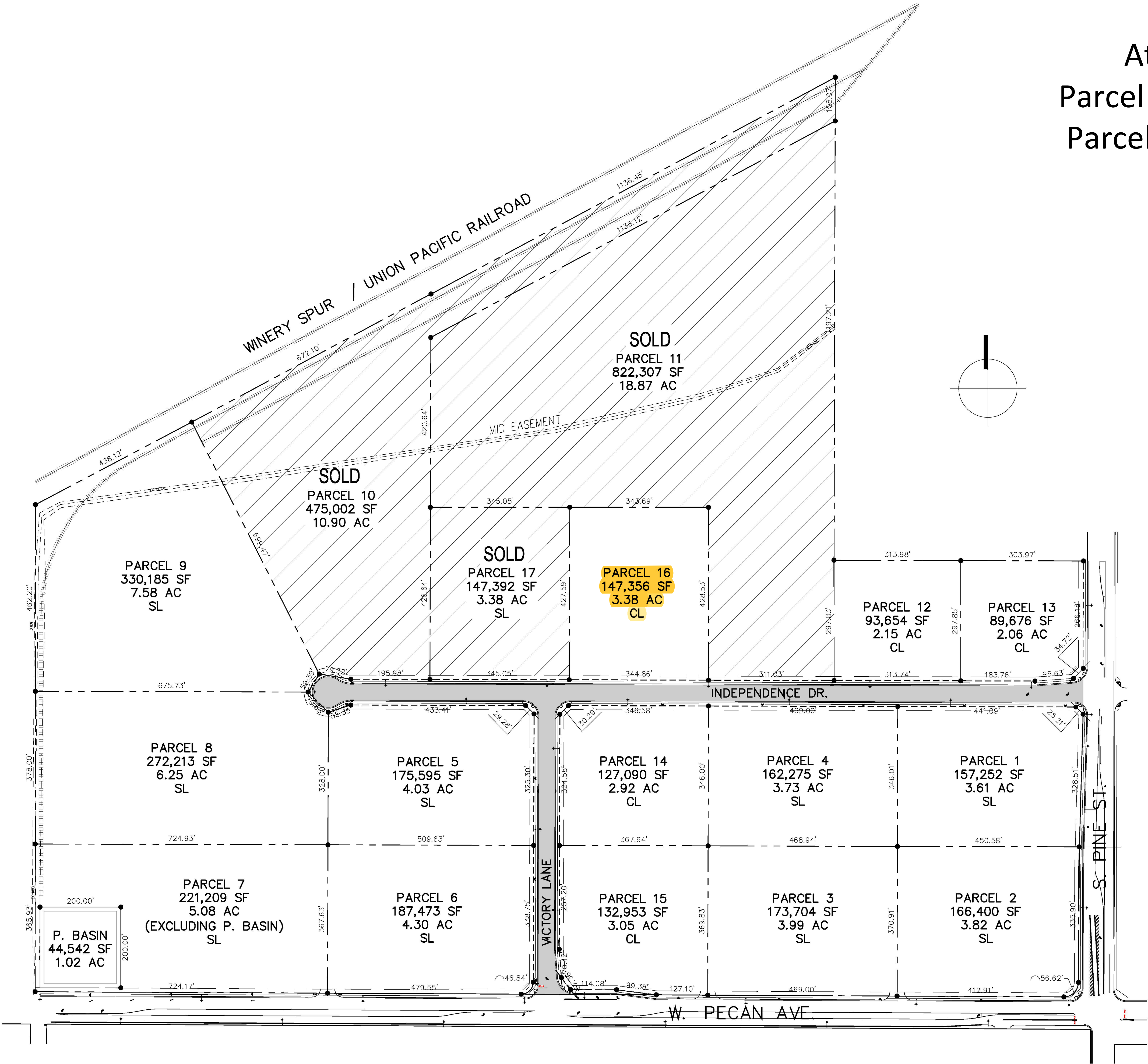
Attachment 3: Map identifying Parcel 16 as 3.64 acres in area



4. Parcel Map of Freedom Industrial Park identifying a land area of 3.38 acres
for Parcel 16

NOTE:
PARCEL AREAS SHOWN ARE
NET. THEY DO NOT INCLUDE
SITE STREETS OR STREET
ROW's.

Attachment 4:
Parcel Map that depicts
Parcel 16 as 3.38 acres

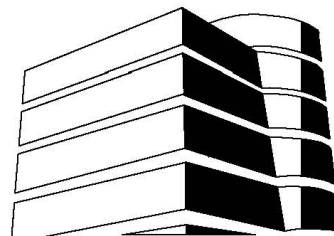


SPAN Construction & Engineering Inc. All rights reserved. No part of this document may be reproduced in any form or by any means without the written permission of SPAN Construction & Engineering Inc.	2015-10-14	UPDATED PARCEL INFORMATION	MM
	2015-10-28	UPDATED PARCEL INFORMATION	MM
	2015-11-24	ADJUSTED PARCEL 10 TO MATCH EXISTING	MM
	2016-02-12	CHANGED PARCEL 16 TO 16	MM
	2016-06-09	CORRECTED PARCEL SIZE INFORMATION FOR PARCELS 5, 10 AND 11	MM
rev	date	description	by

PROJECT
FREEDOM INDUSTRIAL PARK PARCEL MAP

S. PINE & PECAN AVE
MADERA, CA 93637
559-681-1111

ENGINEER'S SEAL



SPAN
CONSTRUCTION & ENGINEERING INC.

CONT. LIC. # 955863
1841 HOWARD RD.
MADERA CALIFORNIA 93637
MADERA (559) 681-1111
FAX (559) 673-0600
FRESNO (559) 268-0000

date 2015-09-15	SHEET 1.0
scale NTS	
drawn MM	JOB NUMBER
checked FF	

5. Recent photos of the recent development in the industrial park

An aerial photograph of an industrial area at dusk. The image shows several large industrial buildings with white roofs. A road runs horizontally across the middle of the image. In the foreground, there is a large building with a white roof and a parking lot. In the background, there is a residential area with many houses. Three labels with red arrows point to specific locations: 'Deerpont' points to a building in the background, 'Subject site' points to a building in the middle ground, and 'Tranpak' points to the large building in the foreground.

Deerpont

Subject site

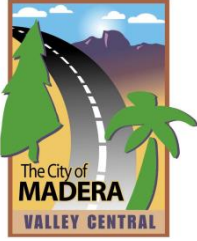
Tranpak



Deerpoint

Subject site

Tranpak



REPORT TO CITY COUNCIL

Approved by:


City Manager

Council Meeting of: April 1, 2020

Agenda Number: D-6

SUBJECT:

Consideration of Adopting a Resolution Approving the Sale of Parcels 12 and 13 totaling 4.2 acres within Freedom Industrial Park located on the northwest intersection of West Pecan Avenue and South Pine Street to Span Development, LLC for the appraised value of \$421,792 (APN: 009-331-002 & 009-331-003)

RECOMMENDATION:

Staff recommends that the City Council (Council) adopt a resolution approving the sale of two City owned parcels within Freedom Industrial Park (FIP) to Span Development, LLC (Span).

SUMMARY:

The City currently owns three parcels of real property within FIP. The Council previously directed staff to seek developers, thus the two subject parcels were listed on the multiple listing service for buyers intending to build employment-generating projects. A formal appraisal was prepared to establish the fair market value of the parcels. The parcels total approximately 4.2 acres and were appraised at \$2.30 per square foot, for a total appraised value of \$421,792. Span has accepted the established value. Initially, the City owned 6 parcels totaling approximately 32.9 net acres. Not including the two subject parcels, the City has sold 3 parcels totaling 9.4 acres. Should the Council agree to sell the two subject parcels, the City would retain control of 18.9 acres to be used as the City's future Corporation Yard. The City's Transit Facility is nearing completion at the Corporation Yard.

DISCUSSION:

FIP was developed in partnership by the City and Span in an effort to spur economic development following the Great Recession (c. 2010). Span owned the over 90-acre parcel. The City partnered with Span and agreed to install off-site improvements along West Pecan Avenue and South Pine Street in return for approximately 32.9 acres of real property (See Attachment 2 for aerial map and Attachment 3 for a Parcel Map). Span funded the construction of the internal streets and

infrastructure within the industrial park. The costs to the City of off-site improvements totaled approximately \$4.55 million.

Since the completion of the off-site improvements, the City and Span have aggressively marketed the industrial park. To date, three industrial projects have been completed or are nearing completion, not including the City's own Transit Center. Span has also submitted plans to the City to develop another nearly 37,000 square foot (sf) building that mirrors a recently completed building in FIP. The following table provides an overview of the 17 parcels in FIP and their status.

Table 1: Status of Parcels in FIP		
<i>Parcel</i>	<i>Acreage</i>	<i>Status</i>
1	3.6	Vacant ¹
2	3.8	Vacant ¹
3	4	Vacant ¹
4	3.7	Vacant ¹
5	4	Vacant ²
6	4.3	Vacant ²
7	6	Vacant ²
8	6.3	Vacant ²
9	7.9	Vacant. To be developed by Deerpointe Group
10	10.9	Deerpointe Group
11	18.9	Future City Corporation Yard. Partially developed with Transit Center
12	2.15	Subject Site
13	2.06	
14	2.9	TranPak, Inc. (nearly complete)
15	3.1	TranPak, Inc. (nearly complete)
16	3.4	Recently completed ±37,000 sf building
17	3.4	Span submitted plans to construct a ±37,000 sf building

¹ Span controls parcels 1-4. Span is marketing the four parcels as one large parcel in hopes of attracting a large user.

² Span controls parcels 5-8. Span is in discussions with a potential tenant to construct an approximately 124,000 sf industrial building.

Given the lack of available industrial space in the City, Span expressed an interest in purchasing the two subject parcels to develop an approximately 60,000 sf speculative building. Span intends on breaking ground within 24 months. Should Span not commence construction within the specified time period, the City would have the option, at its discretion, to repurchase the property

at the current appraised value of \$421,792 (refer to Attachment 1.B, *Option Agreement for Purchase and Sale of Real Property*).

Worth noting is that the City previously sold three parcels within the industrial park. The three parcels were sold at market rate and all are either developed or under development. Table 2 provides a summary of the six parcels that the City acquired as part of the partnership, their value, and status.

Table 2: Status of City-acquired Parcels in FIP				
<i>Parcel</i>	<i>Acreage</i>	<i>Status</i>	<i>Price per sf^{1,2}</i>	<i>Value</i>
11	18.9	Future City Corporation yard	\$2.30	\$1,923,609
12	2.15	Subject site (Feb. 2020)	\$2.30	\$421,792
13	2.06			
14	2.9	Sold to TranPak, Inc. (July 2019)	\$2.10	\$521,154
15	3.1			
16	3.4	Sold to Span (Sept. 2017)	\$2.02	\$297,410
Total Value of City-acquired Parcels				\$3,163,965

¹ Values reflect appraised value at the time of sale.

² An appraisal was not completed for the City's Future Corporation Yard. For value purposes, a square foot value of \$2.30 was assumed based on the most recent appraisal in the industrial park.

CITY INVESTMENT

As noted above, the City invested approximately \$4.55 million for off-site improvements. Table 3 provides a summary of the various funding sources.

Table 3: City's Financial Contribution in Freedom Industrial Park	
<i>Major Funding Sources</i>	<i>Funding Amount</i>
Regional Surface Transportation Program (RSTP)	\$1,744,875
Local Transportation Fund (LTF)	\$1,382,000
Development Impact Fee (water; part that was not oversized, thus not eligible for reimbursement)	\$253,700
<i>Development Impact Fees (reimbursable to developers unless other noted)</i>	
Water Pipe	±\$22,000
Storm Drain	\$436,641

Median Island (Major Road)	\$176,954
Arterial & Collector	\$443,210
Traffic Signal	\$49,727
Public Works yard (not reimbursable)	\$40,450
<i>Total of Major Funding Sources</i>	<i>\$4,549,557</i>

In summary, the City expended roughly \$4.55 million and gained control of 32.9 acres. The City previously sold 3 parcels for a total of \$818,564 and has an offer for 2 more parcels for \$421,792. While the City has partially developed its future Corporation Yard, if one were to place a value of \$1,923,609 on the Corporation Yard land based on the most recent appraisal of \$2.30 per sf, the City would receive nearly \$3.2 million in land value for its total \$4.55 million investment.

It is important to keep in mind that while the City did not recoup \$4.55 million in land value, if a private developer had constructed the off-site improvements similar to the City, they would have been eligible for approximately \$1.13 million in Development Impact Fee (DIF) reimbursements for the installation of some of the improvements along the two major roadways, S. Pine Street and W. Pecan Avenue as highlighted in Table 3. This has the result of reducing the approximate cost to the City to just the *Major Funding Sources* identified in Table 3.

As summarized in Table 4, the City invested \$3,421,025 or only about \$257,060 more than the value of the real property that the City acquired.

Table 4: Investment Summary	
<i>Item</i>	<i>Funding Amount</i>
City contribution (see Table 3 for funding sources)	\$4,549,557
- Property value received (see Table 2 for details)	\$3,163,965
- DIF reimbursement (see Table 3 for details)	\$1,128,532
Approximate City investment (includes \$40,450 of non-reimbursable DIF)	\$257,060

FINANCIAL IMPACT:

The fair market value was determined by a professional appraiser. The appraisal for the two parcels totaled \$421,792 based on a market value of \$2.30 per square foot.

ALTERNATIVES:

As an alternative to staff's recommendation, the Council may:

1. Not approve the resolution, thereby not approving the land sale.
2. Request that staff clarify or provide additional information.

ATTACHMENTS:

1. Resolution
 - A. Agreement For Purchase And Sale of Real Property And Joint Escrow Instructions
 - B. Option Agreement for Purchase and Sale of Real Property
2. Aerial map of Freedom Industrial Park
3. Parcel map of Freedom Industrial Park
4. Recent photos of the recent development in the industrial park

1. Resolution

Resolution No. 20-_____

A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS FOR SALE OF REAL ESTATE (PARCELS 12 AND 13 WITHIN THE FREEDOM INDUSTRIAL PARK) TO SPAN DEVELOPMENT, LLC, A WYOMING LIMITED LIABILITY COMPANY FOR \$421,792 (APN: 009-331-002 AND 009-331-003) AND APPROVING RELATED OPTION AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

WHEREAS, the City currently owns three parcels within Freedom Industrial Park that are for sale to buyers intending to build industrial buildings capable of housing employment-generating businesses; and

WHEREAS, the City Council previously authorized staff to list for sale City-owned lots within the Freedom Industrial Park to be developed by private business; and

WHEREAS, the City intends to maintain ownership of one of the parcels for its use within Freedom Industrial Park; and

WHEREAS, the City caused an appraisal to be completed by a licensed appraiser to establish the fair market value of Parcels 12 and 13; and

WHEREAS, the City retained Peter S. Cooper, MAI of Cooper & Associates Real Estate Appraisers, Inc., to prepare an independent appraisal of the two parcels; and

WHEREAS, an appraisal was prepared and submitted to the City on March 4, 2020; and

WHEREAS, when combined, the two parcels total approximately 4.21 net acres and are valued at \$2.30 per square foot, or \$421,792 in total; and

WHEREAS, Span Development, LLC (Span) has proposed to purchase Parcels 12 and 13 within Freedom Industrial Park at the appraised fair market value amount of \$421,792 for the purpose of constructing a building; and

WHEREAS, the Agreement For Purchase And Sale of Real Property And Joint Escrow Instructions ("Agreement") for City's sale of Parcels 12 and 13 within the Freedom Industrial Park ("Agreement") has been prepared for the sale of the parcels to Span Development, LLC at the appraised fair market value; and

WHEREAS, Span has expressed its desire to construct an approximately 60,000 square foot building on the property to meet growing demand; and

WHEREAS, the City wishes to ensure that development occurs on the property and wishes to enter an Option Agreement to purchase the property back in the event Span does not obtain a building permit to develop the two parcels within twenty-four (24) months from the close of escrow and Span agrees to such Option Agreement; and

WHEREAS, the Option Agreement provides that if Span does not obtain a building permit within twenty (24) months of the close of escrow, the City, at its sole discretion, may re-purchase the property at the appraised value of \$421,792; and

WHEREAS, the City shall notify Span of its intention to repurchase the property ninety (90) days before the end of the 24-month period identified above; and

WHEREAS, the City and Buyers have agreed upon the terms of the Agreement and the Option Agreement.

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

1. The above recitals are true and correct.
2. The City Council approves the Agreement For Purchase And Sale Of Real Property And Joint Escrow Instructions for the purchase of Parcels 12 and 13 within Freedom Industrial Park for the sales price of \$421,792, a copy of which is attached hereto as Exhibit A and incorporated by reference.
3. The City Council approves the Option Agreement for Purchase and Sale of Real Property (Parcels 12 and 13 within Freedom Industrial Park).
4. The Mayor is authorized to execute the Agreements.
5. The City Manager is authorized to take all actions and execute documents as necessary pursuant to the Escrow Instructions included in the Agreement.
6. This resolution is effective immediately upon adoption.

* * * * *

1A. Agreement For Purchase And Sale of Real Property And
Joint Escrow Instructions

**AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”) is made this ____ day of _____, 2020, (“**Agreement Date**”) by and between the CITY OF MADERA, a municipal corporation (“**Seller**”), and Span Development LLC, a Wyoming limited liability company (“**Buyer**”).

R E C I T A L S

A. Seller owns that certain unimproved real property located in the City of Madera, County of Fresno, State of California totaling approximately 4.21 acres of vacant land zoned Industrial in the Freedom Industrial Park of the City and identified as APN 009 331 002 and APN 009 331 003 (“**City Property**”).

B. Seller desires to sell the City Property to Buyer and Buyer desires to buy the City Property.

C. A legal description of the City Property will be provided by Escrow Holder.

D. Seller and Buyer wish to enter an Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions upon the terms and conditions more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. PURCHASE AND SALE OF PROPERTY. Pursuant to the terms and conditions of this Agreement, Buyer hereby agrees to purchase from Seller and Seller agrees to sell to Buyer, the Property in AS-IS condition. No personal property is included in this transaction.

2. OPENING OF ESCROW. Within five (5) days after the execution of this **Agreement** by both **Buyer** and **Seller**, the parties shall open an escrow (“**Escrow**”) with Chicago Title Company, Sue Meyer, (“**Escrow Holder**”) whose address is 7330 N. Palm Avenue, Suite 101, Fresno, CA 93711; phone number (559) 451-3700 by causing an executed copy of this Agreement to be deposited with Escrow Holder together with Buyer’s Deposit (as defined in Section 3.2 below) (“**Opening of Escrow**”).

3. PURCHASE PRICE; DEPOSIT; PAYMENT OF PURCHASE PRICE.

3.1 Purchase Price. The purchase price for the Property is Four Hundred Twenty One Thousand Seven Hundred Ninety Two Dollars (\$421,792.00) (“**Purchase Price**”).

3.2 Deposit. Concurrently with Opening of Escrow, Buyer shall deposit with Escrow Holder the sum equal to Twenty Five Thousand Dollars (\$25,000) (“**Deposit**”) to be held by Escrow Holder for the benefit of the parties and applied against the Purchase Price at Closing (as

defined in Section 5) or released, refunded or forfeited in accordance with the terms of this Agreement. The deposit shall be refundable to Buyer if Buyer exercises its option to terminate the Purchase and Sale Agreement on or before the last day of the Due Diligence Period (as defined below). If Buyer does not exercise its option to terminate the Purchase and Sale Agreement, the Deposit shall become non-refundable and applicable to the Purchase Price. If escrow fails to close due to a material breach of the Purchase and Sale Agreement by Buyer, the Deposit shall be released from escrow to Seller as liquidated damages, and Seller agrees that this amount shall constitute Seller's sole and exclusive remedy. If escrow fails to close due to a material breach of the Purchase and Sale Agreement by Seller, the Deposit shall be released to Buyer.

3.3 Payment of Purchase Price. On or before 1:00 p.m. on the business day preceding the Closing Date or such earlier time as required by Escrow Holder in order to close Escrow on the Closing Date, Buyer shall deposit into Escrow the balance of the Purchase Price in Good Funds.

3.4 Good Funds. Prior to Closing, all funds deposited in Escrow shall be in "**Good Funds**" which shall mean a wire transfer of funds from a financial institution located in the State of California.

4. CLOSING FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

4.1 Seller. Seller agrees that on or before 12:00 noon on the day preceding the Closing Date, Seller will deposit or cause to be deposited with Escrow Holder all of the following:

- a. A grant deed conveying fee simple title to the City Property substantially in the form attached hereto as Exhibit A executed by Seller ("**Grant Deed**").
- b. A Non-Foreign Affidavit as required by federal law.
- c. Such funds and other items and instruments as may be necessary in order for Escrow Holder or the Title Company to comply with this Agreement.

4.2 Buyer. Buyer agrees that on or before 12:00 noon on the day preceding the Closing Date, Buyer will deposit with Escrow Holder all additional funds and all of the following:

- a. A Preliminary Change of Ownership Statement completed in the manner required in Madera County.
- b. Such funds and other items and instruments as may be necessary in order for Escrow Holder or the Title Company to comply with this Agreement.

4.3 Recordation, Completion and Distribution of Documents. Escrow Holder shall confirm that any documents signed in counterpart are matching documents and shall combine the signature pages thereof so as to create fully executed documents. Escrow Holder will date all the documents with the date of Close of Escrow. Escrow Holder will cause the Grant Deed to be recorded when it can issue the Owner's Title Policy in accordance with Section 6.2, and holds for the account of Buyer and Seller, respectively, the funds and items described above to be delivered

to Buyer and Seller, respectively, through Escrow, less costs, expenses and disbursements chargeable to the parties pursuant to this Agreement.

5. CLOSING DATE; OPTIONS TO EXTEND CLOSING; TIME IS OF ESSENCE.

5.1 Closing Date. Escrow shall close within thirty (30) days after Opening of Escrow (“**Closing Date**”). The Parties may mutually extend the Closing Date for two (2) additional thirty (30) days periods (the “**Extension Periods**”) by providing written notice to Escrow Holder prior to the expiration of the Closing Date or the first Extension Period.

5.2 Definition of Closing. The terms “**Close of Escrow**” and/or “**Closing**” mean the time Grant Deed is recorded in the Official Records of Madera County.

5.3 Time is of Essence. The parties specifically agree that time is of the essence of this Agreement.

5.4 Possession. Upon the Close of Escrow, possession of the Property shall be delivered to Buyer.

6. TITLE POLICY.

6.1 Approval of Title.

(a) Promptly following execution of this Agreement but in no event later than five (5) days following Opening of Escrow, a preliminary title report shall be issued by Chicago Title Company (“**Title Company**”), describing the state of title of the Property, together with legible copies of all exceptions and a map plotting all easements (“**Preliminary Title Report**”). Within fifteen (15) business days after Buyer's receipt of the Preliminary Title Report, Buyer shall notify Seller in writing (“**Buyer's Title Notice**”) of Buyer's disapproval of any matters contained in the Preliminary Title Report (“**Disapproved Exceptions**”).

(b) In the event Buyer delivers Buyer's Title Notice within said period, Seller shall have a period of ten (10) days after receipt of Buyer's Title Notice in which to notify Buyer of Seller's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions (“**Seller's Notice**”). If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions (other than any obligations of Buyer under Section 7), Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) days following the earlier of (i) the date of written notice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date Seller declines, in writing, to remove such Disapproved Exception(s).

(c) Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement; provided, however, that Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to five (5) days following receipt of notice of such additional exceptions.

(d) Nothing to the contrary herein withstanding, Buyer shall be deemed to have automatically objected to all leases, deeds of trust, mortgages, judgment liens, federal and state income tax liens, delinquent general and special real property taxes and assessments and similar monetary encumbrances affecting the Property (excluding any such items caused by Buyer), and Seller shall discharge any such non-permitted title matter of record prior to or concurrently with the Close of Escrow except as otherwise specifically provided in this Agreement.

6.2 Owner's Title Policy. At the Close of Escrow, an ALTA owner's non-extended policy of title insurance shall be furnished to Buyer ("**Owner's Title Policy**") insuring title to the Property vested in Buyer, containing only (i) non-delinquent real property taxes and assessments and (ii) exceptions approved by Buyer in accordance with Section 6.1. The amount of the insurance coverage shall be in the amount of the Purchase Price. The cost of the Owner's Title Policy shall be paid by Seller. If Buyer elects to obtain an extended ALTA owner's policy, Buyer shall be responsible to secure a survey at its own cost and expense which shall be delivered to the Title Company not less than thirty (30) days prior to Closing and Buyer shall be responsible to pay for any additional premium. The Title Policy shall include extended coverage or endorsements that Buyer may request but at Buyer's expense.

7. DUE DILIGENCE AND DUE DILIGENCE PERIOD. For a period of fourteen (14) days following the Opening of Escrow ("**Due Diligence Period**"), Buyer shall have the right to perform any investigations, inspections, and review of documents as Buyer may reasonably determine in order to assess its willingness to purchase the Property pursuant to the terms of this Agreement.

7.1 Review and Approval of Documents and Materials. Within five (5) days of the Opening of Escrow, Seller shall deliver to Buyer any and all documents, existing leases, reports, surveys, environmental assessments, engineering reports for the Property and other materials in Seller's possession or under its control or that of its agents, respecting the Property, including any hazardous substance conditions report concerning the Property, any natural hazard zone disclosure report, (collectively, "**Materials**"). During the Due Diligence Period, Buyer may review and evaluate the Materials to determine whether the Property is appropriate for Buyer's proposed use, in its sole discretion

7.2 Buyer's Due Diligence. During the Due Diligence Period, Buyer and its agents may, at Buyer's sole expense, conduct tests and physical inspections of the property, including building inspections and environmental site assessments desired by Buyer. Buyer shall also conduct such investigations with regard to zoning, building codes, and availability of permits and approvals for its intended construction and use of the Property, as it deems prudent in its sole discretion. Buyer shall provide evidence to Seller that Buyer has procured and paid premiums for an all-risk public liability insurance policy written on a per occurrence and not claims made basis in a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000) which insurance names Seller as additional insured. Buyer shall keep the Property free and clear of all mechanic liens, lis pendens and other liens arising out of the entry and work performed under this paragraph and, only to the extent necessary, shall maintain or assure maintenance of workers' compensation insurance (or state approved self-insurance) on all persons entering the Property in the amounts required by the State of California. Buyer shall promptly restore the Property to the condition that it was in prior to those tests and inspections and shall indemnify, defend and hold

Seller harmless from all damages, costs, loss, expense (including attorney fees) and liability resulting from Buyer's activities, acts, and omissions on the Property, including, but not limited to, mechanic liens.

Notwithstanding anything to the contrary contained in this Agreement, (i) the defense, indemnity, and hold harmless provision contained in this Section shall not apply to the extent such liabilities arise in connection with the sole negligence or willful misconduct of Seller, its employees, agents, contractors, licensees or invitees and (ii) provided further that Buyer shall have no liability to Seller or to its employees, agents, or contractors by reason of, nor shall Buyer have any duty to indemnify, defend, or hold any person or entity harmless from or against, any liabilities, including, without limitation, any claim for diminution in value of the Property or for environmental remediation or clean-up costs, resulting directly from Buyer having merely discovered and/or reported (to the extent required by applicable law) any adverse physical condition, title condition, environmental condition, or other defect with respect to the Property. The foregoing provisions shall survive the Closing or any termination of this Agreement. At Closing, Buyer shall take the Property subject to any title exceptions caused by Buyer exercising this license to enter the Property.

7.3 Buyer's Termination Right. Buyer shall have the right at any time on or before the expiration of the Due Diligence Period to terminate this Agreement for any reason. Buyer may exercise its right to terminate by delivering written notice of termination to Seller and Escrow Agent ("Termination Notice") on or before the expiration of the Due Diligence Period. Upon the timely delivery of such Termination Notice, (i) Escrow Agent shall immediately return the Deposit (less any cancellation charges) to Buyer without the need for further instruction or approval of the parties, and (ii) this Agreement shall automatically terminate and be of no further force or effect and neither party shall have any further rights or obligations hereunder. Notwithstanding anything contained herein to the contrary, if Buyer fails to provide a Termination Notice, and Seller is not in default under this Agreement and has performed all conditions precedent to the close of escrow, then Buyer shall be conclusively deemed to have elected to approve its Due Diligence of the Property.

8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

8.1 Conditions to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent ("**Buyer's Conditions Precedent**"):

- (a) Title Company will issue the Owner's Title Policy as specified in Section 6.2.
- (b) Buyer has not issued a Termination Notice in accordance with Section 7.3.
- (c) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.
- (d) Seller is not in default of its obligations under this Agreement.

8.2 Conditions to Seller's Obligations. The obligations of Seller under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Seller of the following conditions precedent (“**Seller’s Conditions Precedent**”):

- (a) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.
- (b) Title Company will issue the Owner’s Title Policy as specified in Section 6.2.
- (c) Buyer is not in default of its obligations under this Agreement.

9. LIMITED REPRESENTATIONS AND WARRANTIES. Seller hereby makes the following covenants, representations, and warranties and acknowledges that Buyer’s execution of this Agreement has been made and Buyer’s acquisition of the City Property will be made in material reliance by Buyer on these covenants, representations, and warranties: Seller has the authority to enter into this Agreement and to perform all covenants and obligations and make all representations and warranties set forth in this Agreement; there are no defects in title to the City Property, or any portion thereof, which is not of record or that have not been disclosed in writing to Buyer and the Escrow Holder; the City Property does not violate any Federal, State, County, City, or other building, zoning, fire, health codes or ordinances, or other governmental regulations applicable to the City Property; there are no actions, suits, claims, legal proceedings or other matters pending and, to the knowledge of Seller, there are no threatened actions, suits, claims, legal proceedings or other matters, involving or affecting the City Property, or any portion thereof, at law, in equity or otherwise, before any court or governmental agency; to the best of Seller’s knowledge, any and all handling, transportation, storage, treatment or usage of hazardous substances that has occurred on the City Property, or any portion thereof, during the period of Seller’s ownership has been in compliance with all environmental requirements and has not resulted in a release of any hazardous substances above, on, or beneath the City Property, or any portion thereof, or any adjoining or other property; and to the best of Seller’s knowledge, except as otherwise disclosed to Buyer in writing, any currently known hazardous substances that might be present above, on, or beneath the City Property, or any portion thereof, do not exceed those concentrations that would violate current applicable laws and regulations and there are no underground storage tanks at the City Property. Subject only to the above representations and warranties, Buyer shall acquire the Property in its “AS IS” condition and shall be responsible for any and all defects in the Property.

10. ESCROW PROVISIONS.

10.1 Escrow Instructions. Sections 1 through 6, inclusive; 8, 10, 13 and 14 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder’s standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder’s general provisions directly from Escrow Holder and will execute such provision

upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to close Escrow.

10.2 General Escrow Provisions. Escrow Holder shall deliver the Owner's Title Policy to the Buyer and instruct the Madera County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 14 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Madera County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions.

10.3 Real Property Taxes. Seller is exempt from real property taxes. All general and special real property taxes and assessments shall be prorated to the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty-day (360) year.

10.4 Payment of Costs.

- a. **Cost Allocation.** Seller shall pay the costs for the Owner's Title Policy, documentary transfer taxes and one-half (1/2) of the escrow costs ("**Seller's Charges**"). Buyer shall pay one-half (1/2) of the escrow costs and be responsible for any recording charges ("**Buyer's Charges**"). All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder for major commercial real estate transactions in the Madera area.
- b. **Closing Statement.** At least two (2) days prior to the Closing Date, Escrow Holder shall furnish Buyer and Seller with a preliminary escrow closing statement which shall include each party's respective shares of costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the parties.

10.5 Termination and Cancellation of Escrow. If Escrow fails to close as provided above, either party may elect to cancel this Escrow upon written notice to the other party and Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

10.6 Information Report. Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective

employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

10.7 No Withholding as Foreign Seller. Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state seller under California Revenue and Tax Code Section 18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

11. NON-COLLUSION. No official, officer, or employee of the Seller has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the Seller participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or "non-interest" pursuant to California Government Code Sections 1091 and 1091.5. Seller warrants and represents that (s)he/it has not paid or given, and will not pay or give, to any third party including, but not limited to, any official, officer, or employee of Buyer, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. Seller further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any official, officer, or employee of Buyer, as a result or consequence of obtaining or being awarded any agreement. Seller is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Seller's Initials: _____

12. DEFAULT

12.1. DEFAULT OF BUYER; LIQUIDATED DAMAGES. IF BUYER SHOULD DEFAULT UNDER THIS AGREEMENT, THEN BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT BY BUYER OR FAILURE OF ESCROW TO CLOSE ON OR BEFORE THE CLOSING DATE, WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE DEPOSIT SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTION 1671 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. IN THE EVENT OF AND FOR

SUCH DEFAULT BY BUYER, THE DEPOSIT SHALL BE SELLER'S SOLE MONETARY REMEDY THEREFOR, UNLESS BUYER WRONGFULLY REFUSES TO CAUSE ESCROW HOLDER TO CANCEL THE ESCROW, IN WHICH INSTANCE SELLER SHALL ALSO BE ENTITLED TO ALL COSTS AND EXPENSES, INCLUDING ACTUAL ATTORNEYS' FEES INCURRED BY SELLER WHICH MAY RESULT FROM BUYER'S WRONGFUL FAILURE TO CANCEL THE ESCROW AND THIS AGREEMENT. FURTHERMORE, THE FOREGOING LIMITATION OF DAMAGES SHALL NOT APPLY TO ANY INDEMNIFICATION OBLIGATIONS OF BUYER.

Seller's Initials

Buyer's Initials

12.2 Default by Seller. If all conditions precedent to Seller's obligations to sell the Property have occurred but Seller fails to Close under this Agreement for any reason other than the default by Buyer under this Agreement, Buyer shall have the right to either (i) terminate this Agreement and receive the return of the Deposit or (ii) bring an action for specific performance.

13. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested, (ii) by overnight delivery using a nationally recognized overnight courier, or (iii) by personal delivery. Notice deposited in the mail in the manner hereinabove described shall be effective upon receipt or rejection of such notice. Notice given in any other manner shall be effective only if and when received (or rejected) by the party to be notified between the hours of 8:00 a.m. and 5:00 p.m. California time of any business day with delivery made after such hours to be deemed received the following business day. A party's address may be changed by written notice to the other party; however, no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

To Buyer: Span Development LLC, a Wyoming Limited Liability Company
1841 Howard Road
Madera, CA 93637

To Seller: City of Madera
Attention: Arnoldo Rodriguez, City Manager
205 W. 4th Street
Madera, CA 93637

14. GENERAL PROVISIONS.

14.1 Assignment. Buyer shall have the right to assign this Agreement and any interest or right hereunder or under the Escrow without the prior written consent of the Seller. This Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

14.2 Attorney's Fees. In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action shall be entitled, to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

14.3 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement; and venue shall be exclusively in Madera County. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

14.4 No Waiver. No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

14.5 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

14.6 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14.7 Merger. This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements (including letters of intent), oral or written, are merged herein and shall be of no further force or effect.

14.8 Execution of Documents. The parties agree to execute such instructions to Title Company and such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.

14.9 Inducement. The making, execution and delivery of this Agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those expressly set forth herein.

14.10 Relationship of Parties. Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of Seller and Buyer with respect to the Property to be conveyed as contemplated hereby.

14.11 No Personal Liability. No member, officer, director, official, employee, agent or contractor of Seller or Buyer shall be personally liable in the event of any default or breach by Seller or Buyer or for any amount which may become due to Buyer or Seller or on any obligations under the terms of the Agreement.

14.12 Force Majeure. If either party is delayed or prevented from performing any act required in this Agreement by reason of any event beyond the reasonable control of either party, including without limitation, by labor disputes, fire, unusual delay in deliveries, weather or acts of God, terrorism, delay in the issuance of permits or approvals, acts of governmental entities, unavoidable casualties or any other such causes beyond such party's control, then the time herein fixed for completion of such obligation(s) shall be extended by the number of days that such party has been delayed.

14.13 Representation by Counsel. Each party hereto represents and agrees with each other that it has been represented by or had the opportunity to be represented by, independent counsel of its own choosing, and that it has had the full right and opportunity to consult with its respective attorney(s), that to the extent, if any, that it desired, it availed itself of this right and opportunity, that it or its authorized officers (as the case may be) have carefully read and fully understand this Agreement in its entirety and have had it fully explained to them by such party's respective counsel, that each is fully aware of the contents thereof and its meaning, intent and legal effect, and that it or its authorized officer (as the case may be) is competent to execute this Agreement and has executed this Agreement free from coercion, duress or undue influence.

14.14 Execution in Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

14.15 Exhibits. Exhibit A is attached hereto and incorporated herein by reference.

14.16 Real Estate Brokers. Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this transaction with the following real estate brokers ("Brokers") and/or their agents ("Agents"):

- a. Seller's Brokerage Firm: Newmark Pearson Commercial, A Division of Pearson Realty, License No. 00020875 is the Broker of both Buyer and Seller (dual agent).
- b. Seller's Agent, Nick Audino, SIOR/Kyle Riddering License No. 01231272/01094434 is both the Seller's Agent and the Buyer's Agent (dual agent).
- c. Buyer's Brokerage Firm: Newmark Pearson Commercial, A Division of Pearson Realty, License No. 00020875 is the Broker of both Buyer and Seller (dual agent).
- d. Buyer's Agent, Nick Audino, SIOR/Kyle Riddering License No. 01231272/01094434 is both the Buyer's Agent and the Seller's Agent (dual agent).
- e. The Parties acknowledge that other than the Brokers and Agents listed above, there are no other brokers or agents representing the Parties or due any fees and/or commissions under this Agreement
- f. The Parties represent and warrant to each other that they have not had any contact or dealings regarding the Property through any person representing Buyer and/or Seller other than the Brokers or Agents named in this Paragraph 14.16 who can claim a right to a commission or finder's fee as a procuring cause of the sale of the Property.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions as of the Agreement Date.

BUYER:

SPAN DEVELOPMENT LLC,
A Wyoming limited liability company

By: _____
Timothy Mitchell, President

_____, 2020

SELLER:

CITY OF MADERA,
a municipal corporation

By: _____
Arnoldo Rodriguez, City Manager

_____, 2020

ATTEST:

Alicia Gonzales, City Clerk

APPROVED AS TO FORM:

MONTOY LAW CORPORATION

Hilda Cantu Montoy, City Attorney

**EXHIBIT A TO PURCHASE SALE AGREEMENT
GRANT DEED**

**Recording requested by and
When Recorded Return to:**

Alicia Gonzales, City Clerk

APN.

THE UNDERSIGNED GRANTOR
DECLARES that the documentary transfer tax
(computer on full value) is \$_____.

(Space Above This Line for Recorder's Office Use
Only)

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged and subject to the covenants set forth below the CITY OF MADERA, a municipal corporation (“**Grantor**”) grants to Span Development, LLC, a Wyoming limited liability company (“**Grantee**”), that certain unimproved real property in the City of Madera, County of Fresno, State of California, as more particularly described in Exhibit A attached hereto and incorporated by this reference (“**Property**”), together with Seller’s right, title and interest in and to any and all privileges, easements, rights of way and other rights and appurtenances solely related to the ownership of the Property but **excluding** any easements for rights of way, utilities or other rights held by the City of Seller as a municipality.

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed on its behalf as of the date written below.

CITY OF MADERA,
a municipal corporation

ATTEST:

By: _____
Arnoldo Rodriguez, City Manager

Alicia Gonzales, City Clerk

_____, 2020

**EXHIBIT A TO GRANT DEED
LEGAL DESCRIPTION OF THE PROPERTY**

That certain real property located in the City of Fresno, County of Fresno, State of California, and is described as follows:

TO BE ADDED BY ESCROW

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF FRESNO)

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

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

WITNESS my hand and official seal.

Notary Public

SEAL:

1B. Option Agreement for Purchase and Sale of Real Property

**OPTION AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY**

THIS OPTION AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Option Agreement") is made and entered as of March __, 2020, ("Effective Date") by and between CITY OF MADERA, a municipal corporation ("City" or "Optionee"), and Span Development LLC, a Wyoming limited liability company ("Span" or "Optionor"). The City and Span are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. On _____, 2020, the Parties entered into that certain Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions ("Purchase and Sale Agreement"), whereby the City sold that certain unimproved real property located in the City of Madera, County of Fresno, State of California totaling approximately 4.21 acres of vacant land zoned Industrial in the Freedom Industrial Park of the City and identified as APN 009 331 002 and APN 009 331 003 ("Option Property"). A copy of the Purchase and Sale Agreement is attached hereto as Exhibit "A" and incorporated herein by this reference.

B. Span desires, as Optionor, to grant the City, as Optionee, an option to purchase back the Option Property on the terms and conditions contained in this Option Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants of the Parties in this Option Agreement, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

OPTION

1. Grant of Option. Subject to the City's timely delivery of the Option Consideration, as set forth in Section 2 below, Span grants to the City the right and option to purchase the Option Property ("Option") back from Span, at the Purchase Price in the Purchase and Sale Agreement, in the event Span fails to obtain necessary building permits and/or to begin development on the Option Property, within two (2) years of the close of escrow, as noted in the Purchase and Sale Agreement.

2. Option Consideration. Within ten (10) business days of the Effective Date, the City shall deliver to escrow the sum of One Hundred and 00/100 Dollars (\$100.00) as consideration for the Option granted herein ("Option Consideration"). Upon receipt of such Option Consideration, escrow shall immediately release the Option Consideration to Span. This Option Consideration shall be nonrefundable.

3. Option Period. The option period within which the Option granted herein may be exercised shall commence on the date which is two (2) years from the Close of Escrow, as

noted in the Purchase and Sale Agreement ("Option Period"), and shall terminate, if not exercised by the City, on the date which is three (3) years from the Close of Escrow.

4. Escrow. Upon mutual execution of this Option Agreement, the Parties shall deposit with escrow, an executed copy of this Option Agreement.

5. Exercise of Option. The City shall exercise its Option by delivering to Span, on or before the expiration of the Option Period, written notice of the City's intent to exercise the Option ("Notice of Exercise").

6. Termination of Option. If the Option is not exercised by the City or payment(s) is/are not timely received prior to the expiration of the Option Period, the Option shall expire and this Option Agreement shall be of no further force or effect.

7. Possession and Control of Property. Span shall have the exclusive possession and control of the Option Property for the term of this Option Agreement and maintain the same unless and until the City exercises its Option.

8. Failure of the City to Exercise Option. If the City fails to exercise the Option within the Option Period and in accordance with the terms and conditions stated herein, then the Option and the rights of the City shall automatically and immediately terminate without notice. In such event, except for obligations which specifically survive termination, neither party shall have any further obligation to the other party. Thereafter, the City shall, upon ten (10) days' written request, properly execute, acknowledge, and deliver to Span any additional release, quitclaim deed, and/or any other document required by Span or a title insurance company to establish and verify the termination of this Option Agreement and the end of its legal effect. The obligations set forth in the foregoing sentence survive termination of the Option Agreement.

9. Memorandum of Option. Concurrently with the execution and delivery of this Option Agreement, Span and the City shall execute a memorandum of option in the form attached hereto as Exhibit "B" ("Memorandum"). The Parties shall cause the Memorandum to be recorded in the Official Records of the County Recorder upon the City's payment of the Option Consideration and release thereof to Seller.

10. Notice. Any and all notices, demands or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to any another party if served either personally or if deposited in the U.S. mail, certified or

registered, postage prepaid, return receipt requested or delivered by overnight mail by a reputable overnight courier. If such notice, demand or other communication be served personally, service shall be conclusively deemed made at the time of such personal service. If such notice, demand or other communication be given by mail, such shall be conclusively deemed given forty-eight (48) hours after the deposit thereof in the U.S. mail addressed to the party to whom such notice, demand or other communication is to be given as hereinafter set forth:

To Span:	Span Development, LLC 1841 Howard Road Madera, CA 93637
To City:	City of Madera Attn: Arnoldo Rodriguez, City Manager 205 W. 4 th Street Madera, CA 93637

Any party hereto may change its address for the purpose of receiving notices, demands or other communications as herein provided by a written notice given in the manner aforesaid to the other party or parties hereto.

11. Successors. This Option Agreement shall inure to the benefit of and be binding upon the parties to this Option Agreement, their respective heirs, and personal representatives. Until such time as the City delivers the Notice of Exercise, the City shall not assign its rights or obligations under this Option Agreement to any party without the prior written consent of Span.

12. Remedies. Provided the City timely delivers the Notice of Exercise and is not otherwise in default of this Option Agreement, if Span materially defaults under this Option Agreement, then the City shall be entitled to pursue its right to specifically enforce this Option Agreement or to terminate this Agreement. In the event the City terminates this Option Agreement, Span shall immediately return all sums paid to Span by the City and except as otherwise provided, neither party will have any further obligations under this Option Agreement.

13. Attorneys' Fees. Should either party hereto be required to retain counsel for the purposes of enforcing or preventing the breach of any provision hereof, the prevailing party shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the

losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys' fees and costs for the services rendered to such prevailing party.

14. Governing Law. This Option Agreement has been negotiated and entered into in the State of California and shall be governed by the laws of the State of California.

15. Time is of the Essence. Time is expressly declared to be of the essence of this Option Agreement.

16. Effective Date. Effective Date is the last date set forth opposite the signatures of the parties at the end of this Option Agreement.

IN WITNESS WHEREOF, the parties have executed this Option Agreement as of the Effective Date.

OPTIONEE:

CITY OF MADERA

a California Municipal corporation

By:

Arnoldo Rodriguez, City Manager

Dated: April ___, 2020

OPTIONOR:

SPAN DEVELOPMENT, LLC

a Wyoming limited liability company

By: _____
Timothy Mitchell, President

Dated: April ___, 2020

ATTEST:

By:

Alicia Gonzales, City Clerk

APPROVED AS TO FORM:

MONTOY LAW CORPORATION

By:

Hilda Cantu Montoy, City Attorney

EXHIBIT "A"

PURCHASE AND SALE AGREEMENT

EXHIBIT "B"

"MEMORANDUM OF OPTION"

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

(Space Above for Recorder's Use)

MEMORANDUM OF OPTION

SPAN DEVELOPMENT, LLC, a Wyoming limited liability company ("Optionor/Span") and the CITY OF MADERA, a California municipal corporation ("Optionee/the City") and have entered into that certain Option Agreement dated March __, 2020 ("**Option Agreement**").

The Option Agreement grants certain rights to City with respect to the property legally described in **Exhibit A** attached hereto and made a part hereof ("**Property**") including the right to purchase the Property in accordance with the terms of the Option Agreement. This Memorandum of Option Agreement has been recorded to give notice to all interested persons of the existence of the Option Agreement and of the right, title and interest of the City thereunder for the purpose of preserving its rights under the Option Agreement as against any person who might otherwise acquire an interest in the Property without actual notice of the City's rights under the Option Agreement.

This Memorandum of Option was signed by the undersigned on the _____ day of March 2020.

OPTIONEE:

CITY OF MADERA

a California municipal corporation

By: _____

Dated: March ___, 2020

OPTIONOR:

SPAN DEVELOPMENT, LLC,

a Wyoming limited liability company

By: _____

Dated: March ___, 2020

ACKNOWLEDGMENT(S)

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

State of } ss.
County of }

On _____ before me, _____
_____, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

My Commission Expires: _____

ACKNOWLEDGMENT(S)

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

State of _____ } ss.
County of _____ }

On _____ before me, _____,
_____, Notary Public, personally appeared

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

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

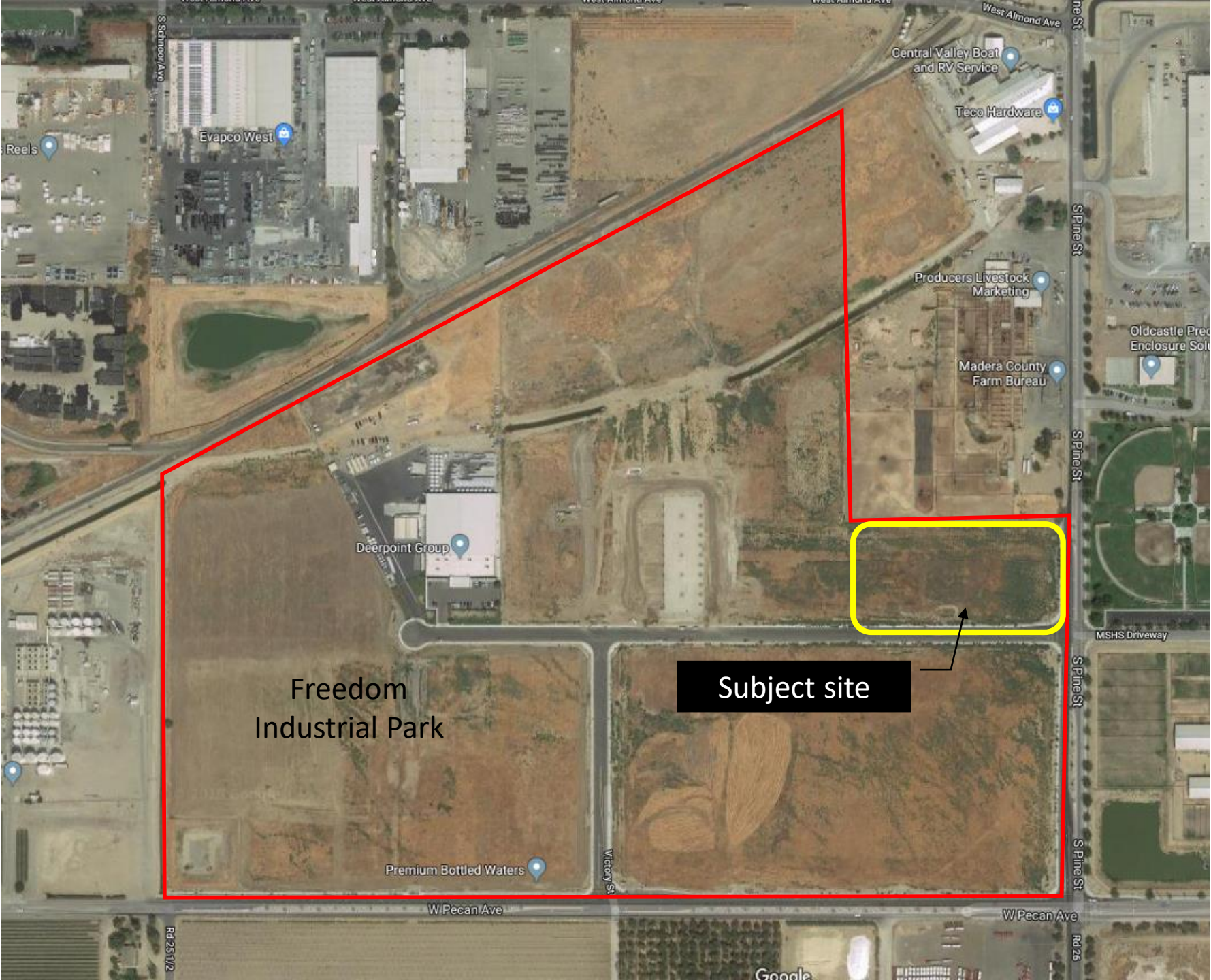
WITNESS my hand and official seal.

Signature _____ (Seal)

My Commission Expires: _____

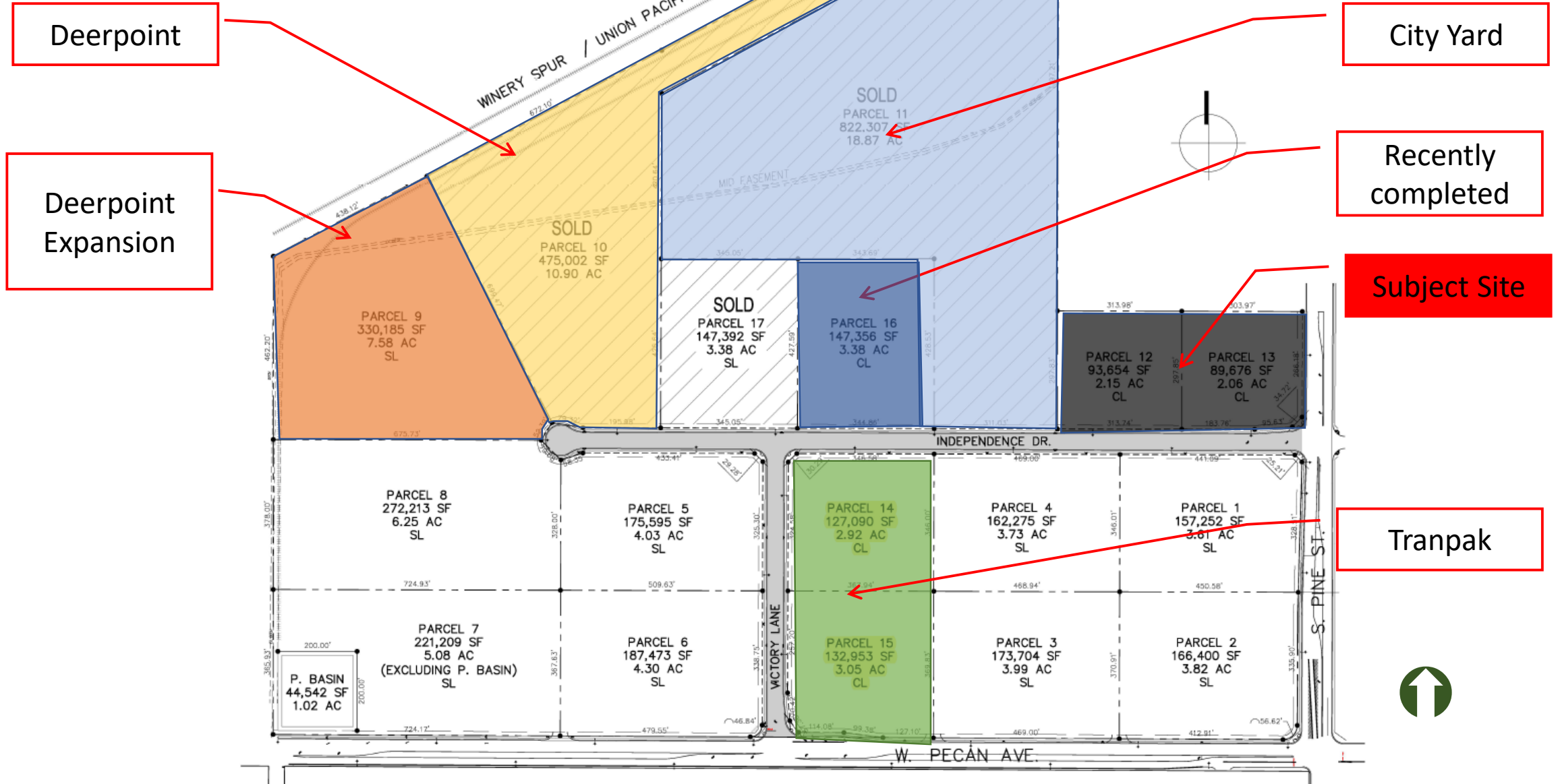
2. Aerial map of Freedom Industrial Park

Attachment 2:
Aerial Map of
Freedom
Industrial Park



3. Parcel map of Freedom Industrial Park

Attachment 3: Parcel Map of Freedom Industrial Park



4. Recent photos of the recent development in the industrial park

Transit Ctr.

Deerpoint

Tranpak

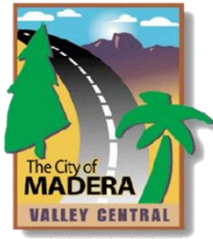




Deerpoint

Subject site

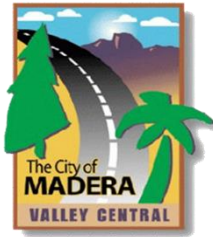
Tranpak



Madera City Council Agenda 04/01/20
Agenda Item E-1

Requesting Direction on the Criteria for the Placement of New Solar Powered Street Lights as part of the City's Energy Improvement Program in Partnership with ENGIE, Inc. (Report by Arnolando Rodriguez & Keith Helmuth)

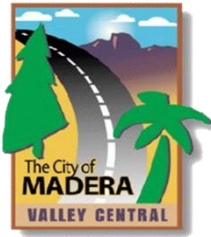
There is no written report for this item.



Madera City Council Agenda 04/01/20 Agenda Item E-2

Update on Negotiations for Golf Course Maintenance
(Report by John Scarborough)

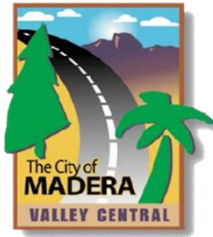
There is no written report for this item.



Madera City Council Agenda 04/01/20 Agenda Item E-3

Status Update on the Downtown Madera Veterans and Family Housing Project, a 48-unit Affordable Housing Development, located at the intersection of East 5th and North C Streets (Report by Arnolando Rodriguez)

There is no written report for this item.



Madera City Council Agenda 04/01/20 Agenda Item E-4

Discussion and Action on Measures to Mitigate the Impacts of the COVID-19
(Coronavirus) Pandemic (Report by Arnolfo Rodriguez)

There is no written report for this item.