

REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, March 1, 2023
6:00 p.m.

Council Chambers
City Hall

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 853 5557 9778#. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER:

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

INVOCATION: Pastor Marc Unger, First Baptist Church of Madera

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PUBLIC COMMENT:

The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comments. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Proclamation Recognizing March as Red Cross Month
2. Downtown Madera Arts District – Rochelle Noblett
3. Certificate Recognizing the DiCicco’s Restaurant 50th Anniversary in the City of Madera

INTRODUCTIONS:

None

A. WORKSHOP:

None

B. CONSENT CALENDAR:

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

B-1 Minutes – December 7, 2022, December 21, 2022

Recommendation: Approve the City Council Minutes of December 7, 2022 and December 21, 2022 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for February 4, 2023 to February 17, 2023 (Report by Anthony Forestiere)

B-3 Adoption of COVID-19 Prevention Procedures

Recommendation: Adopt a Minute Order Approving Administrative Policy 45.1: COVID-19 Prevention Procedures (Report by Wendy Silva)

B-4 Second Amendment to Agreement with Carollo Engineers for Professional Engineering Design Services for a Water Storage Tank, Pump Station, and Transmission Main

Recommendation: Adopt a Resolution Approving Amendment No. 2 to the Consulting Services Agreement with Carollo Engineers for Professional Engineering Design Services for a Water Storage Tank, Pump Station, and Transmission Main to extend the Agreement including an updated fee schedule (Report by Keith Helmuth)

B-5 Acceptance of an Officer Wellness and Mental Health Grant Award from the Board of State and Community Corrections

Recommendation: Adopt a Resolution Accepting the Grant Award in the amount of \$40,720.79 (Report by Dino Lawson)

B-6 City of Madera 2022 Transit Asset Management (TAM) Plan

Recommendation: Adopt a Resolution Approving the City of Madera 2022 Transit Asset Management (TAM) Plan (Report by Anthony Forestiere)

C. PUBLIC HEARINGS: None

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

D-1 Contract Award for 2023 Water Meter Installation Project

Recommendation: Adopt a Resolution Approving the Contract Award for the 2023 Water Meter Project, City Project No. W-31 (Project) in the Amount of \$923,465 to West Valley Construction Company, Inc. (Report by Keith Helmuth)

D-2 Update on the Progress of the Madera Transit Plan and Request to Extend Phase 2 of the Current Agreement with WSP USA to add Task 6 – Network Implementation

Recommendation: Adopt a Resolution Approving the Amendment No. 1 to the Agreement with WSP USA to Include Additional Task 6 in the Amount of \$41,858.30 and Extending the Term of the Agreement to July 31, 2023 (Report by Anthony Forestiere)

E. ADMINISTRATIVE REPORTS:

E-1 Emergency Repairs to Avenue 13 Sewer Trunk Main at Granada Drive – Update #3

Recommendation: This report is submitted for informational purposes only, and no action is requested from City Council at this time (Report by Keith Helmuth)

E-2 Yosemite Avenue Funding and Grant Application Updates

Recommendation: This report is submitted for City Council (Council) as a status update of grant applications and consideration and direction relative to funding options for the State Route 145 Yosemite Avenue as Downtown Main Street Plan (Plan) in lieu of unsuccessful grant award to be applied to the Caltrans project (Project) (Report by Keith Helmuth)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

G. CLOSED SESSION: None

ADJOURNMENT:

UPCOMING MEETING DATES:

- Wednesday, March 15, 2023
- Wednesday, April 5, 2023

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- The meeting room is accessible to the physically disabled. Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in this public meeting may be made by calling the City Clerk's Office at (559) 661-5405 or emailing cityclerkinfo@madera.gov. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be made as soon as practicable as additional time may be required for the City to arrange or provide the requested accommodation. Requests may also be delivered/mailed to: City of Madera, Attn: City Clerk, 205 W. 4th Street, Madera, CA 93637. At least seventy-two (72) hours' notice prior to the meeting is requested but not required. When making a request, please provide sufficient detail that the City may evaluate the nature of the request and available accommodations to support meeting participation. Please also provide

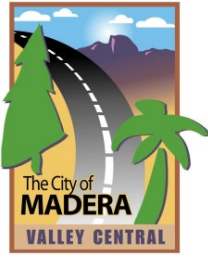
appropriate contact information should the City need to engage in an interactive discussion regarding the requested accommodation.

- The services of a translator can be made available. Please contact the City Clerk's Office at (559) 661-5405 or emailing cityclerkinfo@madera.gov to request translation services for this meeting. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be submitted in advance of the meeting to allow the City sufficient time to provide or arrange for the requested services. At least seventy-two (72) hours' notice prior to the meeting is requested but not required.
 - Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (559) 661-5405 or by email at cityclerkinfo@madera.gov.
 - 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 March 1, 2023, near the front entrances of City Hall and on the City's website www.madera.gov at 7:15 p.m. on February 23, 2023.



Alicia Gonzales, City Clerk



Item:	B-1
Minutes for:	12/07/2022
Adopted:	03/01/2023

Minutes of a Regular Meeting of the Madera City Council

December 7, 2022

6:00 p.m.

Council Chambers

City Hall

The Council Chambers will be open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 870 9956 1866#. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

ROLL CALL:

Present:

- Mayor Santos Garcia
- Mayor Pro Tem Anita Evans, District 4
- Councilmember Cece Gallegos, District 1
- Councilmember Jose Rodriguez, District 2
- Councilmember Steve Montes, District 3
- Councilmember Elsa Mejia, District 5
- Councilmember Artemio Villegas, District 6

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, City Engineer Keith Helmuth, Community Development Director Will Tackett, Division Fire Chief Matt Watson, Fire Battalion Chief Robert Duran, Grants Administrator Marcela Zuniga, Director of Human Resources Wendy Silva, IS Manager Mark Souders, Director of Parks and Community Services Joseph Hebert, Planning Manager Gary Conte, Chief of Police Dino Lawson, Police Commander Giachino Chiamonte, Interim Public Works Director Jamie Hickman, Procurement Services Manager Jennifer Stickman, Financial Services Manager Anthony Forestiere, Deputy City Engineer Ellen Bitter, Engineering Administrative Analyst Nicole Say, Police Officer II Michael Powell and Communication Specialist Joseph Carrello.

INVOCATION: Rev. Sammie Neely III, Mount Zion Missionary Baptist Church

PLEDGE OF ALLEGIANCE: Division Fire Chief Matt Watson

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, THE AGENDA WITH A 20 MINUTE RECESS FOLLOWING THE OATHS OF OFFICE WAS APPROVED BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

**YES: 7 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ**

COUNCILMEMBER MONTES
MAYOR PRO TEM EVANS
COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA

COUNCIL REORGANIZATION:

1. City Council Oaths of Office and Annual Reorganization

Recommendation: That the City Council:

- 1) Conduct the Swearing in Ceremony and Oaths of Office for Councilmembers Cecelia “Cece” Gallegos (District 1), Steve Montes (District 3), Elsa Mejia (District 5); and
- 2) Approve a Minute Order making the Appointment of Mayor Pro-Tem to serve a one-year term (Report by Alicia Gonzales)

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM COUNCIL REORGANIZATION 1 (2) WAS APPROVED BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

**YES: 7 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
MAYOR PRO TEM EVANS
COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA**

Recess at 6:17 p.m. Returned to session at 6:40 p.m.

PUBLIC COMMENT:

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Brandon Robischon requested that Council establish a committee that focuses on the long-term recovery of the City and its residents. He stated that he would be honored to be a member of that committee.

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

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Retirement Recognition – Matt Watson, Assistant Fire Chief

INTRODUCTIONS: None

A. WORKSHOP: None

B. CONSENT CALENDAR:

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

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER VILLEGAS, THE CONSENT CALENDAR WITH THE REMOVAL OF ITEM B-6 FROM THE AGENDA WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

B-1 Minutes – 9/21/22

Recommendation: Approve the City Council Minutes of September 21, 2022

B-2 Informational Report on Register of Audited Demands for November 5, 2022 to November 25, 2022

Recommendation: No Action Required (Report by Kingsley Okereke)

B-3 Remote City Council Meetings Under Brown Act Requirements (AB 361)

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

RES 22-202 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA REAUTHORIZING REMOTE TELECONFERENCE MEETINGS BY THE CITY COUNCIL AND ALL BOARDS, COMMISSIONS, AND STANDING COMMITTEES OF THE CITY IN ACCORDANCE WITH ASSEMBLY BILL 361 FOR A PERIOD OF THIRTY DAYS

B-4 Salary Range Assignments for Part Time Positions

Recommendation: Adopt a Resolution Approving the City of Madera Part-Time Salary Schedule Effective December 31, 2022 (Report by Wendy Silva)

RES 22-203 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING ASSIGNED PAV RANGES FOR PART-TIME POSITIONS ON CITY OF MADERA SALARY SCHEDULE P

B-5 Award of Agreement for Medical Services

Recommendation: Adopt a Resolution Approving a Medical Services Agreement with Occupational Health Centers of California (dba Concentra Medical Centers) (Report by Wendy Silva)

RES 22-204 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT FOR MEDICAL SERVICES WITH OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA

B-6 Block Grant Commission (BGC) Bylaws

Recommendation: Adopt a Resolution Approving the Community Block Grant Commission

(BGC) Bylaws (Report by Kingsley Okereke)

This item was removed from the agenda during approval of the Consent Calendar.

B-7 Reimbursement Agreement with Origo Cold Madera Phase I LLC for Public Improvements

Recommendation: Adopt a Resolution Approving Reimbursement Agreement between City and Origo Cold Madera Phase I LLC, relating to Site Plan Review No. 2021- 41 (Report by Keith Helmuth)

RES 22-205 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING REIMBURSEMENT AGREEMENT BETWEEN CITY OF MADERA AND ORIGO COLD MADERA PHASE I LLC FOR PUBLIC IMPROVEMENTS (SITE PLAN REVIEW NO. 2021-41)

B-8 State General Fund Grant for \$5 Million for Avenue 13 Sewer Trunk Main Rehabilitation Project

Recommendation: Adopt a Resolution Designating the City Engineer as the Authorized Representative for the Avenue 13 Sewer Trunk Main Rehabilitation Project, City Project SS-00014 (Report by Keith Helmuth)

RES 22-206 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, DESIGNATING THE CITY ENGINEER AS THE AUTHORIZED REPRESENTATIVE FOR THE AVENUE 13 SEWER TRUNK MAIN REHABILITATION PROJECT

B-9 Amendment No. 1 to the Professional Services Agreement between the City of Madera and Rincon Consultants, Inc.

Recommendation: Adopt a Resolution Approving Amendment No. 1 to the Professional Services Agreement between the City of Madera and Rincon Consultants, Inc. to Increase the Total Compensation for Services Allowable Under the Agreement from \$50,000 to \$53,884.00 (Report by Will Tackett)

RES 22-207 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AMENDMENT NO. 1 TO THE CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND RINCON CONSULTANTS, INC.

B-10 Purchasing Agent Agreement with County of Madera Relating to CalFresh Healthy Living Program

Recommendation:

- 1) Adopt a Resolution Approving a Purchasing Agent Agreement with County of Madera in the amount of \$23,604 relating to CalFresh Healthy Living Program; and
- 2) Adopt a Resolution Amending the City's Fiscal Year 2022/23 Budget Approving the Related Expenditure Line Item related to CalFresh Healthy Living Program (Report by Joseph Hebert)

RES 22-208 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A PURCHASING AGENT AGREEMENT WITH THE COUNTY OF MADERA IN THE AMOUNT OF \$23,604.00 RELATING

TO CALFRESH HEALTHY LIVING PROGRAM

RES 22-209

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE FISCAL YEAR 2022/23 BUDGET APPROVING RELATED EXPENDITURE LINE ITEM RELATING TO CALFRESH HEALTHY LIVING PROGRAM

C. PUBLIC HEARINGS: None

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

D-1 Third Amendment to the City Clerk At-Will Employment Agreement

Recommendation: This report has been prepared at the direction of the City Council (Council); therefore, there is no staff recommendation provided. Council is asked to consider and determine whether to adopt the Resolution approving a Third Amendment to the City Clerk At-Will Employment Agreement and designating the source of funds for the proposed lump sum payments (Report by Wendy Silva)

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-1 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 22-210

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A THIRD AMENDMENT TO THE CITY CLERK AT-WILL EMPLOYMENT AGREEMENT AND DESIGNATING THE SOURCE OF FUNDS FOR A THE LUMP SUM PAYMENTS

D-2 Award of Agreement for Professional Recruiting Services and Approval of a Budget Amendment to Pay for Two Recruitments

Recommendation: Adopt Resolutions

- 1) Approving a Professional Services Agreement with CPS HR Consulting; and
- 2) Approving a Budget Amendment to the Fiscal Year 2022-23 Operating Budget in the amount of \$49,000 for two recruitments (Report by Wendy Silva)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER GALLEGOS, ITEM D-2 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 22-211

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH CPS HR CONSULTING

RES 22-212

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROPRIATING \$49,000 TO THE CITY OF MADERA FISCAL YEAR 2022-23 ADOPTED BUDGET FOR TWO PROFESSIONAL RECRUITMENTS

D-3 Initiation of a Text Amendment to the Zoning Regulations of the Madera Municipal Code to Include Standards and Provisions Relating to the Quality, Quantity, and Design of Landscaping and Park Strips within Residential Zones

Recommendation: Adopt a Resolution to Initiate the Procedure to Amend Title X, Chapter 3 of the Madera Municipal Code Relating to Residential Zones in

Accordance with the Provisions of Section 10-3.1500 et seq. of the City Municipal Code (Report by Will Tackett)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-3 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 22-213 A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF MADERA INITIATING A TEXT AMENDMENT TO THE ZONING REGULATIONS OF THE MADERA MUNICIPAL CODE RELATING TO THE QUALITY, QUANTITY AND DESIGN OF LANDSCAPING AND PARK STRIPS WITHIN RESIDENTIAL ZONES

D-4 Acceptance of a Grant Award from the U.S. Department of Justice's Community Oriented Policing Services (COPS) Hiring Program

Recommendation: Adopt Resolutions

- 1) Accepting the FY 2022/23 COPS Hiring Program (CHP) in the amount of \$500,000 on behalf of the City; and
- 2) Amending the City's 2022/23 Budget to Reflect the Acceptance of the Grant in the amount of \$500,000 (Report by Kingsley Okereke)

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-4 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 22-214 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING THE COMMUNITY ORIENTED POLICING SERVICES (COPS) GRANT AND APPROVING A BUDGET AMENDMENT TO THE COPS GRANT FUND FOR THE FY 2022/23 FUNDING ALLOCATION

RES 22-215 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A BUDGET AMMENDMENT TO THE COPS GRANTS FUND FOR THE FY 2022/23 FUNDING ALLOCATION

D-5 Consideration of New Purchasing Procedures Ordinance

Recommendation: Waive Full Reading and Introduce an Ordinance of the City of Madera Repealing Sections 2-2.501, 2-2.502, and 2-2.503 of the Madera Municipal Code and Adopting New Chapter 4 to Title II of the Madera Municipal Code Relating to Purchasing Procedures and Including Adoption of the Uniform Public Construction Cost Accounting Act (Report by Kingsley Okereke)

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-5 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

E. ADMINISTRATIVE REPORTS:

E-1 Compliance with Senate Bill 1205; Fire and Life Safety Inspections

Recommendation: Receive an update on the City's efforts on becoming compliant with SB1205 and provide direction, if any (Report by Matt Watson)

E-2 Informational Report on the Fresno River Emergency Cleanup

Recommendation: This report is submitted for informational purposes only, and there is no action requested from the City Council (Council) (Report by Jamie Hickman)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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Councilmember Gallegos thanked Sunrise Rotary for hosting Trees for Charity and Madera County Historical Society for hosting the Holiday Gala. She recognized the Parks and Public Works employees for working hard, late into the night, and clearing out leaves so that recent rainfalls would not cause storm drain flooding.

Councilmember Montes thanked the Evening Lions and staff for hosting the Holiday Lights Parade and the Madera Police Officers Association for the upcoming Cookies with a Cop event. He also advised that the Madera County Food Bank is hosting its food drive of the year and encouraged the public to volunteer and give back to the community.

Councilmember Rodriguez recognized Javier Alcala who completed 38 years as a letter carrier with the Madera Post Office before retiring in November. He also congratulated Chief Watson on his retirement and thanked him for his service. Councilmember Rodriguez encouraged residents to continue to take precautionary measures for COVID-19 as incidences are on the rise. He also thanked the law enforcement agencies of Madera for keeping the public safe.

Councilmember Evans congratulated Councilmembers Gallegos and Montes and Mayor Pro Tem Mejia on the renewal of their terms in office. She expressed her support for the Police Department's award of COPS funding for new hires and for expanding on the current policing strategies. She mentioned that she attended a Pearl Harbor memorial event at Tesoro Viejo. She congratulated Chief Watson for his years of dedicated service. Councilmember Evans thanked Madera Unified School District for their assistance in distributing toys as part of her Christmas Extravaganza event.

Mayor Pro Tem Mejia expressed her enjoyment in being part of the Holiday Lights Parade and congratulated Chief Watson on a well-deserved retirement. She highlighted the need for a Spanish interpreter at Council meetings, so that audience members are better able to participate in local government and understand the latest developments in the community.

Councilmember Villegas congratulated Councilmembers Gallegos and Montes and Mayor Pro Tem Mejia on the renewal of their terms in office. He stated that the Holiday Lights Parade was a success despite the rain. Councilmember Villegas congratulated Chief Watson on his retirement.

Mayor Garcia mentioned the Madera Islamic Center's weekly food drive, in which he and Councilmembers Evans and Villegas participated in the food distribution. He mentioned that he attended the Madera Community Hospital Christmas Tree Lighting event and the swearing-in of both Senator Anna Caballero and Assemblywoman Esmeralda Soria in Sacramento. Mayor Garcia stated that the Madera Police Officer's Association recently hosted a holiday event, which was a great success and enjoyed by all. He expressed gratitude to City Attorney, Hilda Cantu-Montoy and

all City Staff for their hard work throughout the year as they approach the holidays.

G. CLOSED SESSION: None

ADJOURNMENT: Meeting was adjourned at 8:33 p.m.

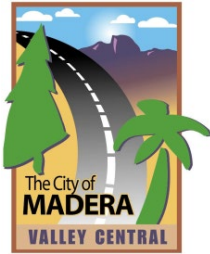
UPCOMING MEETING DATES:

- **Wednesday, December 21, 2022**
- **Wednesday, January 18, 2023**

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk



Item:	B-1
Minutes for:	12/21/2022
Adopted:	03/01/2023

Minutes of a Regular Meeting of the Madera City Council

December 21, 2022
6:00 p.m.

Council Chambers
City Hall

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

ROLL CALL:

Present: Mayor Pro Tem Elsa Mejia, District 5
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3 (Arrived at 6:05 p.m.)
Councilmember Anita Evans, District 4
Councilmember Artemio Villegas, District 6

Absent: Mayor Santos Garcia

Others present were City Manager Arnoldo Rodriguez, City Attorney Hilda Cantu Montoy, Division Fire Chief Matt Watson, IS Manager Mark Souders, Director of Parks and Community Services Joseph Hebert, Police Chief Dino Lawson, Police Lieutenant Josiah Arnold, Interim Public Works Director Jamie Hickman, Senior Civil Engineer Steve Bettencourt, Deputy City Engineer Randy Bell and Police Officer II Michael Powell.

INVOCATION: Rev. Sammie Neely III, Mount Zion Missionary Baptist Church

PLEDGE OF ALLEGIANCE: Councilmember Gallegos

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER EVANS, THE AGENDA WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: MAYOR GARCIA. ABSTAIN: NONE.

PUBLIC COMMENT:

The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comments. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters

discussed that are not on the agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

Division Fire Chief Matt Watson stated that the City was recognized with a Silver Design Award for Fire Station 58. The plaque will be displayed at Fire Station 58.

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

Councilmember Montes arrived and took his seat.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS: None

INTRODUCTIONS: None

A. WORKSHOP:

A-1 Workshop on Clean California State Beautification Program – Madera Block Wall Enhancement Project

Recommendation: Receive a presentation focused on the Block Wall Enhancement Project and entertain the concept of a cooperative agreement prepared between the City, the Department of Transportation, and the Madera Arts Council for this project (Report by Joseph Hebert)

No Public Comment was presented. Public Comment was closed.

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.

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, THE CONSENT CALENDAR WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: MAYOR GARCIA. ABSTAIN: NONE.

B-1 Minutes – 10/05/22

Recommendation: Approve the City Council Meeting Minutes of October 5, 2022

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for November 26, 2022 to December 9, 2022 (Report by Joy Canfield)

B-3 Informational Report on Personnel Activity

Recommendation: This report is submitted for informational purposes only and there is no action requested from City Council (Report by Wendy Silva)

B-4 Adoption of Updated City of Madera Full Time Salary Schedule

Recommendation: Adopt a Resolution Approving the Revised City of Madera Full Time Salary Schedule reflecting a two percent cost of living adjustment for applicable positions (Report by Wendy Silva)

RES 22-216 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING THE CITY OF MADERA FULL TIME SALARY SCHEDULE EFFECTIVE DECEMBER 31, 2022

B-5 Remote City Council Meetings Under Brown Act Requirements (AB 361)

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

RES 22-217 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA REAUTHORIZING REMOTE TELECONFERENCE MEETINGS BY THE CITY COUNCIL AND ALL BOARDS, COMMISSIONS, AND STANDING COMMITTEES OF THE CITY IN ACCORDANCE WITH ASSEMBLY BILL 361 FOR A PERIOD OF THIRTY DAYS

B-6 Annual Local Appointment List on City Boards, Commissions, and Committees

Recommendation: Approve a Minute Order Authorizing the City Clerk to File the 2022 Annual Local Appointments List (Report by Alicia Gonzales)

B-7 Agreement for Affordable Care Act (ACA) Reporting Services

Recommendation: Adopt a resolution approving an agreement for 2022 ACA reporting services with Workterra (Report by Wendy Silva)

RES 22-218 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT WITH WORKTERRA FOR 2022 AFFORDABLE CARE ACT REPORTING SERVICES

B-8 Adoption of New Purchasing Procedures Ordinance

Recommendation: Waive the Second Reading and Adoption of an Ordinance of the City of Madera Repealing Sections 2-2.501, 2-2.502, and 2-2.503 of the Madera Municipal Code and Adopting New Chapter 4 to Title II of the Madera Municipal Code Relating to Purchasing Procedures and Including Adoption of the Uniform Public Construction Cost Accounting Act and Rescinding Current Procurement Procedures that are Inconsistent with this Ordinance (Report by Joy Canfield)

ORD 996 C.S. AN ORDINANCE OF THE CITY OF MADERA REPEALING SECTIONS 2-2.501, 2-2.502, AND 2-2.503 OF THE MADERA MUNICIPAL CODE AND ADOPTING NEW CHAPTER 4 TO TITLE II OF THE MUNICIPAL CODE RELATING TO PURCHASING PROCEDURES AND INCLUDING ADOPTION OF UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

B-9 Ratification of Revisions to COVID-19 Emergency Policy No. 2

Recommendation: Adopt a Minute Order ratifying issuance of Revised COVID-19 Emergency Policy No. 2: COVID-19 Paid Leave by the City Manager in his role as Director of Emergency Services (Report by Wendy Silva)

C. **PUBLIC HEARINGS:** None

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

D-1 Wastewater Pathogen Monitoring Agreement with Verily Life Sciences

Recommendation: Adopt a resolution approving a Materials Transfer Agreement with Verily Life Sciences LLC to analyze wastewater samples in support of public health monitoring (Report by Jamie Hickman)

No Public Comment was presented. Public Comment was closed.

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

RES 22-219 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A MATERIALS TRANSFER AGREEMENT WITH VERILY LIFE SCIENCES LLC

D-2 Amendment to an Agreement with Beyaz and Patel Inc. Regarding the Loy Cook Water Tower

Recommendation: Adopt a Resolution approving Amendment No. 1 to the Consultant Services Agreement with Beyaz & Patel Inc. for the preparation of engineering plans and specifications for the renovation of the Loy Cook Water Tower in the amount to of \$119,149.37 and a contingency of 10 percent of the contract amount (Report by Keith Helmuth)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-2 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: MAYOR GARCIA. ABSTAIN: NONE.

RES 22-220 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENT NO. 1 TO THE CONSULTANT SERVICES AGREEMENT WITH BEYAZ & PATEL, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE PREPARATION OF ENGINEERING PLANS AND SPECIFICATIONS FOR THE RENOVATION OF THE LOY COOK WATER TOWER IN THE AMOUNT OF \$119,149.37 AND A 10 PERCENT CONTINGENCY

D-3 Improvement Agreement Amendment No. 1 for the Pecan Square Subdivision (Tract No. 20-S-02) Allowing Reimbursement for Park Improvements

Recommendation: Adopt a Resolution Approving Amendment No. 1 to the Improvement Agreement Authorizing Construction of Park Improvements withing the Pecan Square Subdivision and Reimbursement for Park Improvements Proposed to be Constructed by Subdivider (Report by Keith Helmuth)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-3 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: MAYOR GARCIA. ABSTAIN: NONE.

RES 22-221 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE IMPROVEMENT AGREEMENT AUTHORIZING CONSTRUCTION OF PARK IMPROVEMENTS WITHIN THE PECAN SQUARE SUBDIVISION AND REIMBURSEMENT FOR PARK IMPROVEMENTS PROPOSED TO BE CONSTRUCTED BY SUBDIVIDER

D-4 Purchase of New Body-Worn Cameras (BWC) for the Police Department

Recommendation: Adopt Resolutions:

- 1) Approving the Motorola Master Customer Agreement, Online Terms Acknowledgement, and Notice to Proceed for the purchase of 48 new Motorola WatchGuard body-worn cameras and related equipment and software in the amount of \$108,934.50
- 2) Approving a Budget Amendment to the Fiscal Year 2022/23 Operating Budget to appropriate Measure K funds for the purchase of body-worn cameras (Report by Dino Lawson)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-4 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: MAYOR GARCIA. ABSTAIN: NONE.

RES 22-222 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE MOTOROLA MASTER CUSTOMER AGREEMENT, ONLINE TERMS ACKNOWLEDGEMENT, AND NOTICE TO PROCEED FOR THE PURCHASE OF 48 NEW MOTOROLA WATCHGUARD BODY-WORN CAMERAS AND RELATED EQUIPMENT AND SOFTWARE IN THE AMOUNT OF \$108,934.50

RES 22-223 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING AND APPROVING AN AMENDMENT TO THE CITY OF MADERA FISCAL YEAR 2022/2023 BUDGET TO APPROPRIATE MEASURE K FUNDS FOR THE PURCHASE OF BODY-WORN CAMERAS FOR THE POLICE DEPARTMENT

D-5 Budget Amendment to transfer from fund balance and appropriate \$200,000 for the purchase of new equipment for the new Type 1 fire engine.

Recommendation: Adopt a Resolution transferring \$200,000 from designated Fire Equipment Replacement Fund balance and appropriating the funds for purchase of new Type 1 fire engine equipment in accordance with City purchasing procedures (Report by Matthew Watson)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM D-5 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: MAYOR GARCIA. ABSTAIN: NONE.

RES 22-224 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA TRANSFERRING \$200,000 FROM THE MEASURE K FIRE EQUIPMENT REPLACEMENT FUND TO THE MEASURE K FIRE FISCAL YEAR 2022/23

OPERATING BUDGET FOR PURCHASE OF NEW TYPE 1 FIRE ENGINE
EQUIPMENT IN ACCORDANCE WITH CITY PURCHASING PROCEDURES

E. ADMINISTRATIVE REPORTS:

E-1 Update on the Fire Hydrant Maintenance Program

Recommendation: This report is submitted for informational purposes only, and there is no action requested from the City Council (Report by Matt Watson)

No Public Comment was presented. Public Comment was closed.

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

Councilmember Evans wished everyone a Merry Christmas. She stated that they held the Extravaganza this weekend. Over 150 toys were distributed to students and their siblings from a list given to them by Principal Perez. They had a dilemma that morning as Santa couldn't attend but they reached out to Police Chief Lawson and Sheriff Pogue. Officers along with Mr. Grinch showed up to assist. Councilmember Evans thanked Chief Lawson and Police Officer Lori Alva that took the lead.

Councilmember Gallegos congratulated Mayor Pro Tem Mejia for the great job she is doing chairing her first meeting that evening. She gave a shout out to the Grants and Parks Departments on the Jolly Holly Trolley. They had a great turnout. She stated that they also had Cocoa with a Councilmember that night and about 200 people came out. People were served cocoa and cookies. Councilmember Gallegos thanked the Engineering team for stepping up as City Engineer Keith Helmuth had a loss in the family. She stated that there were several December birthdays: City Clerk Alicia Gonzales, City Manager Arnoldo Rodriguez, City Attorney Hilda Cantu Montoy, Mayor Pro Tem Mejia. She wished them a Happy Birthday along with any staff and employees who also had December birthdays.

Councilmember Montes wished everyone a Merry Christmas and Happy New Year. He stated that he, along with Councilmembers Gallegos and Rodriguez, participated in the Jolly Holly Trolley. The next day he helped give out food boxes from the Food Bank to about 500 people. People also received gifts from the CHP (CA Highway Patrol). He thanked all the partners and organizations who participated in the Food Bank. He expressed prayers for City Engineer Keith Helmuth and his family.

Mayor Pro Tem Mejia thanked everyone for their patience and guidance while chairing her first meeting that evening. She wished everyone a Merry Christmas and Happy New Year. Mayor Pro Tem Mejia acknowledged law enforcement during the holiday season and hoped that nobody drinks and drives and that there are no tragedies.

Councilmember Rodriguez stated that Cynthia Montes and he prepared food that morning at the Madera County Food Bank event. He thanked Ryan McWherter for putting the event together. They gave out candy and glow sticks which people appreciated. Councilmember Rodriguez asked City Manager Arnoldo Rodriguez to update Council on Cannabis Measure R at a future meeting. He wished everyone a Merry Christmas and thanked Mayor Pro Tem Mejia for allowing comments soon after the presentation and considering her colleagues. He also thanked Law Enforcement and Fire

for their work. Councilmember Rodriguez thanked Chief Watson and wished him well in his retirement.

Councilmember Villegas wished staff happy birthdays and wished everyone Merry Christmas. He stated that he attended a bike giveaway event on December 17th. Lots of bikes were given away and there were a lot of happy kids. This is his second time participating in this event. Councilmember Villegas thanked Division Fire Chief Watson and wished him well in his retirement.

G. CLOSED SESSION:

G-1 Public Employee Performance Evaluation - Pursuant to Government Code Section 54957(b)(1)

Title: City Manager

City Attorney Hilda Cantu Montoy made the closed session announcement at 7:54 p.m.

Council returned from Closed Session at 9:00 p.m. with all members of Council present.

City Manager Arnoldo Rodriguez stated there was no reportable action.

ADJOURNMENT: Meeting was adjourned at 9:00 p.m.

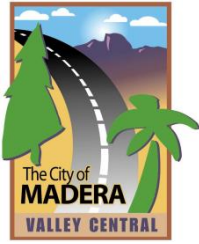
UPCOMING MEETING DATES:

- Wednesday, January 18, 2023
- Wednesday, February 1, 2023

Arnoldo Rodriguez, City Manager
Acting Recording Secretary

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk



REPORT TO CITY COUNCIL

Approved by:

Anthony R. Forastiere

Department Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: March 1, 2023

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for February 4, 2023 to February 17, 2023

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of February 4, 2023 to February 17, 2023 is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

Table 1: Warrant Distribution Summary

Description	Check #'s	Amount
General Warrants	35593 – 35698	\$2,390,075.97

Table 2: Wire Transfer Summary

Description	Vendor	Amount
Payroll and Taxes	Union Bank	\$614,224.21
SDI	EDD	\$2,346.79
CalPERS Payment	CalPERS	\$0.00

DISCUSSION:

Warrant requests are processed weekly based on the adopted Fiscal Year 2022/2023 budget and released for payment every Monday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per

the request of City Council, we have included the departments from which each of the respective warrants were requested as well as the fund/division description from which they were paid.

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the approved 2022/2023 budget.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - UNION BANK GENERAL ACCOUNT
March 01, 2023

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
35593	02/06/2023	PLANNING	PLANNING	ACRO SERVICE CORPORATION	CONSULTING SERVICES - PLANNING	\$ 1,200.00
35594	02/06/2023	PD OPS	PD OPS	HARRY D. WILSON INC.	HONDA PIONEER - SERVICE	\$ 564.52
35595	02/06/2023	ENGINEERING	DRAINAGE	2NDNATURE SOFTWARE INC	ENGINEERING SOFTWARE	\$ 18,820.37
35596	02/06/2023	PARKS	SPORTS PROGRAMS	J & D MANUFACTURING	REGISTRATION BANNER - YOUTH T-BALL	\$ 236.04
35597	02/06/2023	PD OPS	PD OPS	HALL, KEN	PER DIEM - DUI DETECTION	\$ 203.50
35598	02/06/2023	PD OPS	PD OPS	CRISCOM PUBLIC RELATIONS, INC.	GRANT RESEARCH & WRITING SERVICES	\$ 4,000.00
35599	02/06/2023	PD OPS	PD OPS	PACIFIC STORAGE COMPANY	SHREDDING SERVICES	\$ 358.00
35600	02/06/2023	PD OPS	PD OPS	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB - MEDICAL WASTE	\$ 144.90
35601	02/06/2023	PD OPS	PD OPS	VAN DE POL ENTERPRISES, INC.	PROPANE - PD BBQ	\$ 17.94
35601	02/06/2023	PD OPS	PD OPS	VAN DE POL ENTERPRISES, INC.	PROPANE - PD COMMAND POST HEATERS	\$ 39.41
35602	02/06/2023	GRANTS	LTF - TRANSIT	WSP USA INC.	CONSULTING SERVICES - MADERA TRANSIT	\$ 4,564.07
35603	02/06/2023	PD OPS	PD OPS	DOMINIC KINCAID	PER DIEM - LESS LETHAL INSTRUCTOR COURSE	\$ 203.50
35604	02/06/2023	PW ADMIN	AIRPORT CAPITAL	BRANDLEY ENGINEERING INC	PROFESSIONAL ENGINEERING SERVICES	\$ 66,684.93
35605	02/06/2023	FINANCE	CENTRAL ADMIN	AT&T	01/23 CALNET 3 SVS 9391026406	\$ 22.98
35605	02/06/2023	FINANCE	FINANCE	AT&T	01/23 CALNET 3 SVS 9391026406	\$ 22.98
35605	02/06/2023	FINANCE	HR/RISK MGT	AT&T	01/23 CALNET 3 SVS 9391026400	\$ 24.66
35605	02/06/2023	FINANCE	PARKS	AT&T	01/23 CALNET 3 SVS 9391026412	\$ 169.61
35605	02/06/2023	FINANCE	SEWER OPS	AT&T	01/23 CALNET 3 SVS 991026410	\$ 47.64
35605	02/06/2023	FINANCE	WWTP	AT&T	01/23 CALNET 3 SVS 9391026405	\$ 24.66
35605	02/06/2023	FINANCE	PD OPS	AT&T	01/23 CALNET 3 SVS 9391026409	\$ 25.09
35606	02/06/2023	PW ADMIN	AIRPORT CAPITAL	AGEE CONSTRUCTION CO.,INC	MADERA MUNICIPAL AIRPORT - DRAINAGE	\$ 167,375.45
35607	02/06/2023	HR	PD OPS	ANAYA, CHRIS	TUITION REIMBURSEMENT	\$ 918.00
35608	02/06/2023	HR	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	\$ 776.50
35609	02/06/2023	HR	HR/RISK MGT	CPS HR CONSULTING	CONSULTING SRV - PROFESSIONAL RECRUITING SRV	\$ 16,000.00
35610	02/06/2023	FIRE	FIRE	CUMMINS PACIFIC LLC	ENG 57 - REPAIRS	\$ 10,462.00
35611	02/06/2023	FIRE	MEAS K - FIRE	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - FIRE #58	\$ 35.00
35611	02/06/2023	PARKS	COMM & REC	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - PANAM	\$ 36.00
35612	02/06/2023	ENGINEERING	ENGINEERING	FEDERAL EXPRESS	EXPRESS SHIPPING	\$ 100.31
35613	02/06/2023	PD OPS	PD OPS	LOU'S GLOVES, INC.	MEDICAL GLOVES	\$ 1,127.00
35614	02/06/2023	FINANCE	PD OPS	MADERA COUNTY TREASURER	12/22 COUNTY'S PORTION OF PARK	\$ 110.00
35615	02/06/2023	ENGINEERING	WATER CAPITAL	MADERA TRIBUNE	REQUEST FOR BID - W-31	\$ 710.00
35616	02/06/2023	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 05/22	\$ 855.17
35616	02/06/2023	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 07/22	\$ 833.98
35616	02/06/2023	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 11/22, 12/22, & 01/23	\$ 486.46
35616	02/06/2023	GRANTS	TRANS - DAR	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 05/22	\$ 855.17
35616	02/06/2023	GRANTS	TRANS - DAR	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 07/22	\$ 833.98
35616	02/06/2023	GRANTS	TRANS - DAR	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 11/22, 12/22, & 01/23	\$ 486.45

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
35616	02/06/2023	FLEET MAINT	CODE ENF	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 09/22	\$ 5.94
35616	02/06/2023	FLEET MAINT	ENGINEERING	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 09/22	\$ 6.24
35616	02/06/2023	FLEET MAINT	FLEET MOTOR POOL	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 09/22	\$ 34.18
35616	02/06/2023	FLEET MAINT	PARKS	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 09/22	\$ 158.34
35616	02/06/2023	FLEET MAINT	STREETS	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 09/22	\$ 87.53
35617	02/06/2023	PD OPS	SUPP LAW ENF	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	\$ 920.13
35617	02/06/2023	PD OPS	PD OPS	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	\$ 658.71
35618	02/06/2023	PW ADMIN	WWTP	MONDRAGON, JUAN	MILEAGE REIMBURSEMENT - CALL TO WWTP ALARMS	\$ 50.30
35619	02/06/2023	PLANNING	GENERAL TRUST	WILLDAN FINANCIAL SERVICES	MADERA CFD 2005-1 ANNEXATION #13	\$ 3,500.00
35620	02/06/2023	PD OPS	PD OPS	OCCU-MED, LTD.	EXAM SERVICES	\$ 900.00
35621	02/06/2023	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	01/23 SERVICE 3819620697-3	\$ 95.16
35621	02/06/2023	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	01/23 SERVICE 8126770647-1	\$ 340.62
35621	02/06/2023	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	01/23 SERVICE 8307681856-2	\$ 1,386.90
35621	02/06/2023	FINANCE	ENGINEERING	PACIFIC GAS & ELECTRIC	01/23 SERVICE 2000655655-7	\$ 2,124.20
35621	02/06/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	01/23 SERVICE 8178280304-3	\$ 212.84
35621	02/06/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	01/23 SERVICE 3642526071-2	\$ 79.39
35621	02/06/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	01/23 SERVICE 7949615676-5	\$ 23.45
35621	02/06/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	01/23 SERVICE 3352588453-3	\$ 142.90
35621	02/06/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	01/23 SERVICE 3499945233-6	\$ 96.77
35621	02/06/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	01/23 SERVICE 9651992016-7	\$ 234.72
35621	02/06/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	01/23 SERVICE 9172110863-6	\$ 8,504.19
35622	02/06/2023	PD OPS	PD OPS	PECK'S PRINTER	MARSY'S CARD RESOURCES	\$ 214.88
35623	02/06/2023	FINANCE	FINANCE	PHOENIX GROUP INFO SYS	12/22 CITATIONS	\$ 299.57
35624	02/06/2023	ENGINEERING	WATER CAPITAL	QUAD-KNOPF ENGINEERING	PROFESSIONAL ENGINEERING SERVICES	\$ 6,151.31
35625	02/06/2023	PW ADMIN	SEWER CAPITAL	WESTERN OILFIELDS SUPPLY COMPANY	EQUIPMENT RENTAL	\$ 13,209.95
35626	02/06/2023	PD OPS	PD OPS	RON'S TOWING & ROAD SERVICE	TOWING SERVICES	\$ 125.00
35627	02/06/2023	STREETS	STREETS	SEAL RITE PAVING	ASPHALT PATCHING	\$ 41,395.63
35628	02/06/2023	STREETS	STREETS	SEAL RITE PAVING	ASPHALT PATCHING	\$ 26,992.30
35629	02/06/2023	STREETS	STREETS	SEAL RITE PAVING	ASPHALT PATCHING	\$ 22,457.08
35630	02/06/2023	STREETS	STREETS	SEAL RITE PAVING	ASPHALT PATCHING	\$ 7,705.58
35631	02/06/2023	PW ADMIN	DRAINAGE	STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE FAC ID: 5F20M2000198	\$ 26,498.00
35631	02/06/2023	PW ADMIN	SEWER OPS	STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE FAC ID: 5C200101003	\$ 4,424.00
35632	02/06/2023	ENGINEERING	FAU CMAQ	TJKM TRANSPORTATION CONSULTANTS	CONSULTING SERVICES	\$ 5,293.47
35632	02/06/2023	ENGINEERING	LTF - STREETS	TJKM TRANSPORTATION CONSULTANTS	CONSULTING SERVICES	\$ 5,790.29
35633	02/06/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9923101	\$ 159.38
35634	02/06/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9921883	\$ 156.10
35635	02/06/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9918808	\$ 336.96
35636	02/06/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9926150	\$ 157.00
35637	02/06/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 3340001	\$ 3,741.48
35638	02/06/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 295002	\$ 237.44

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
35639	02/06/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9918007	\$ 104.46
35640	02/06/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9911462	\$ 329.13
35641	02/06/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9922010	\$ 142.68
35642	02/06/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9914445	\$ 74.69
35643	02/06/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9925980	\$ 110.09
35644	02/06/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9903440	\$ 22.72
35645	02/06/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9923221	\$ 252.54
35646	02/13/2023	PD OPS	PD OPS	BIANCHI, BRANDON	TUITION REIMBURSEMENT	\$ 459.00
35647	02/13/2023	FLEET	FLEET ACQUISITION	PAVEMENT PRESERVATION SPECIALTIES, INC.	CRAFCO SUPERSHOT MELTER/APPLICATOR	\$ 73,691.81
35648	02/13/2023	PARKS ADMIN	SPORTS PROGRAMS	J & D MANUFACTURING	JERSEYS - YOUTH BASKETBALL	\$ 2,223.94
35649	02/13/2023	PARKS ADMIN	PARKS	RMA GEOSCIENCE, INC.	LTC REHAB - CONCRETE REPAIR	\$ 1,102.50
35650	02/13/2023	CITY ADMIN	CITY ATTORNEY	MONTROY LAW CORPORATION	CITY ATTORNEY CONTRACTED LEGAL SERVICES	\$ 8,499.00
35651	02/13/2023	PARKS	PARKING DIST OPS	ELITE MAINTENANCE AND TREE SERVICE	01/23 DOWNTOWN MAINTENANCE GROUP 1	\$ 455.00
35651	02/13/2023	PARKS	PARKS	ELITE MAINTENANCE AND TREE SERVICE	01/23 NON-MEDIAN MAINTENANCE GROUP 2	\$ 5,070.00
35651	02/13/2023	PARKS	MEDIAN LANDS	ELITE MAINTENANCE AND TREE SERVICE	01/23 MEDIAN MAINTENANCE GROUP 3	\$ 11,215.00
35652	02/13/2023	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 01/01/23-01/15/23	\$ 436.44
35652	02/13/2023	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - BULK DIESEL	\$ 2,842.96
35653	02/13/2023	GRANTS	LTF - TRANSIT	WSP USA INC.	CONSULTING SERVICES - MADERA TRANSIT	\$ 2,649.41
35654	02/13/2023	HR	HR/RISK MGT	ALLIANT INSURANCE SERVICES, INC.	CONSULTING SRV - HEALTH AND WELFARE BENEFITS	\$ 3,750.00
35655	02/13/2023	SEWER OPS	SEWER OPS	TOM MALLOY COPRORATION	SEWER PLUGS	\$ 325.00
35656	02/13/2023	GRANTS	AFFORDABLE HOUSING	SIGALA INCORPORATED	DOWNTOWN VETERAN HOUSING	\$ 24,000.00
35657	02/13/2023	PD OPS	PD OPS	DOMINIC KINCAID	PER DIEM - DEFENSIVE TACTICS INSTR COURSE	\$ 793.50
35658	02/13/2023	PARKS ADMIN	DIF/PARKS	MARCO A GONZALEZ ENGINEERING, INC.	STREET DEMO - 4TH & AUSTIN	\$ 15,374.05
35658	02/13/2023	PARKS ADMIN	MEAS K - FIRE	MARCO A GONZALEZ ENGINEERING, INC.	STREET DEMO - 4TH & AUSTIN	\$ 3,712.50
35659	02/13/2023	CITY ADMIN	CITY MANAGER	DAVID C AUSTIN	CONSULTING SERVICES - HEARINGS	\$ 880.00
35660	02/13/2023	PD OPS	PD OPS	NICHOLAS CARRILLO	PER DIEM - DEFENSIVE TACTICS INSTR COURSE	\$ 793.50
35661	02/13/2023	FINANCE	GENERAL TRUST	SERGIO MARTINEZ-OROSCO	REPLACEMENT CHECK - 20014616	\$ 1,671.80
35662	02/13/2023	WWTP	WWTP	DELLAVALLE LABORATORY, INC.	PERMIT COMPLIANCE LAB	\$ 3,825.00
35662	02/13/2023	WATER	WATER QUALITY	DELLAVALLE LABORATORY, INC.	WEEKLY SAMPLING	\$ 570.00
35662	02/13/2023	WATER	WATER QUALITY	DELLAVALLE LABORATORY, INC.	MONTHLY SAMPLING	\$ 306.00
35662	02/13/2023	WATER	WATER QUALITY	DELLAVALLE LABORATORY, INC.	WEEKLY SAMPLING	\$ 1,140.00
35663	02/13/2023	FINANCE	PARKS ADMIN	AT&T	01/23 CALNET 3 SVS 9391031580	\$ 267.68
35663	02/13/2023	FINANCE	SR CITIZEN COMM	AT&T	01/23 CALNET 3 SVS 9391026415	\$ 64.23
35663	02/13/2023	FINANCE	WWTP	AT&T	01/23 CALNET 3 SVS 9391026417	\$ 34.24
35663	02/13/2023	FINANCE	PD OPS	AT&T	01/23 CALNET 3 SVS 9391026414	\$ 352.06
35664	02/13/2023	ENGINEERING	SEWER CAPITAL	AKEL ENGINEERING GROUP, INC.	AVE 13 HYDRAULIC UPDATE	\$ 8,225.50
35665	02/13/2023	FINANCE	FINANCE	CSMFO	2023 CSMFO MEMBERSHIP RENEWAL	\$ 150.00
35666	02/13/2023	HR	HR/RISK MGT	CA DEPARTMENT OF JUSTICE	01/23 DOJ LIVESCAN FINGERPRINT APPS	\$ 160.00
35667	02/13/2023	GRANTS	CDBG PUBLIC SVC	COMMUNITY ACTION PRTNRSH OF MADERA	CDBG HOUSING STABILIZATION PROGRAM CV3	\$ 553.22
35667	02/13/2023	GRANTS	CDBG PUBLIC SVC	COMMUNITY ACTION PRTNRSH OF MADERA	CDBG 07/01-09/30 FMCOC INVOICE 22/23	\$ 2,358.24

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35668	02/13/2023	HR	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	\$ 211.00
35669	02/13/2023	FLEET	FLEET ACQUISITION	COOK'S COMMUNICATIONS	PD UNITS - WATCHGUARD CAMERA SYSTEM	\$ 13,798.88
35670	02/13/2023	GRANTS	MADERA TRANSIT	DIAMOND COMMUNICATIONS	FIRE ALARM CERT - TRANSIT	\$ 275.00
35670	02/13/2023	PARKS	COMM & REC	DIAMOND COMMUNICATIONS	PDATED SECURITY CODES - PAC	\$ 30.00
35670	02/13/2023	PARKS	COMM & REC	DIAMOND COMMUNICATIONS	PDATED SECURITY CODES - FBSC	\$ 30.00
35671	02/13/2023	GRANTS	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	01/23 POWER SWEEPING	\$ 387.00
35671	02/13/2023	GRANTS	PARKING DIST OPS	GUARDIAN WESTERN SWEEPING INC.	01/23 POWER SWEEPING	\$ 387.00
35672	02/13/2023	CITY ADMIN	CENTRAL ADMIN	LEAGUE OF CALIFORNIA CITIES	2023 MEMBERSHIP FEES	\$ 21,485.00
35673	02/13/2023	FINANCE	INTERMODAL BLDG	CITY OF MADERA	QUARTERLY PARKING ASSESSMENT	\$ 102.75
35673	02/13/2023	FINANCE	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE - 9909267	\$ 200.00
35674	02/13/2023	GRANTS	CDBG PUBLIC SVC	MADERA COALITION FOR COMM JUSTICE	CDBG 21/22 MCCJ RA CV3 06/01/21-03/31/22	\$ 108,812.04
35675	02/13/2023	CITY CLERK	CITY CLERK	MADERA COUNTY CLERK-RECORDER	ELECTION ADMIN FEES - NO ELECTION	\$ 623.92
35676	02/13/2023	ENGINEERING	WATER OPS	MADERA IRRIGATION DISTRICT	MEMBERSHIP DUES 2023	\$ 2,850.00
35677	02/13/2023	FLEET MAINT	CODE ENF	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 11/22, 12/22, & 01/23	\$ 4.66
35677	02/13/2023	FLEET MAINT	ENGINEERING	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 11/22, 12/22, & 01/23	\$ 43.99
35677	02/13/2023	FLEET MAINT	FLEET MOTOR POOL	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 11/22, 12/22, & 01/23	\$ 9.77
35677	02/13/2023	FLEET MAINT	PARKS	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 11/22, 12/22, & 01/23	\$ 204.98
35677	02/13/2023	FLEET MAINT	STREETS	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 11/22, 12/22, & 01/23	\$ 83.62
35678	02/13/2023	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	12/22 SERVICE 3533032414-2	\$ 310.47
35678	02/13/2023	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	12/22 SERVICE 9920095153-3	\$ 471.13
35678	02/13/2023	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	12/22 SERVICE 9920095153-3	\$ 2,358.96
35678	02/13/2023	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	12/22 SERVICE 3533032414-2	\$ 3,941.88
35678	02/13/2023	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	12/22 SERVICE 9920095153-3	\$ 1,384.08
35678	02/13/2023	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	12/22 SERVICE 3533032414-2	\$ 2,985.64
35678	02/13/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	01/23 SERVICE 4318089701-9	\$ 22.49
35678	02/13/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	12/22 SERVICE 9920095153-3	\$ 4,199.43
35678	02/13/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	12/22 SERVICE 3533032414-2	\$ 24,529.13
35678	02/13/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	01/23 SERVICE 5237156686-1	\$ 34.20
35678	02/13/2023	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	01/23 SERVICE 2173157566-4	\$ 2,166.04
35678	02/13/2023	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	12/22 SERVICE 9920095153-3	\$ 508.90
35678	02/13/2023	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	12/22 SERVICE 3533032414-2	\$ 1,710.87
35678	02/13/2023	FINANCE	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	12/22 SERVICE 3533032414-2	\$ 1,760.47
35678	02/13/2023	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	12/22 SERVICE 9920095153-3	\$ 171.43
35678	02/13/2023	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	12/22 SERVICE 3533032414-2	\$ 215.63
35678	02/13/2023	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	12/22 SERVICE 9920095153-3	\$ 161.08
35678	02/13/2023	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	12/22 SERVICE 3533032414-2	\$ 4,434.67
35678	02/13/2023	FINANCE	RECREATION	PACIFIC GAS & ELECTRIC	12/22 SERVICE 9920095153-3	\$ 35.46
35678	02/13/2023	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	12/22 SERVICE 9920095153-3	\$ 837.74
35678	02/13/2023	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	12/22 SERVICE 3533032414-2	\$ 2,286.23
35678	02/13/2023	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	12/22 SERVICE 9920095153-3	\$ 431.77

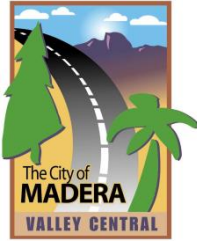
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35678	02/13/2023	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	12/22 SERVICE 3533032414-2	\$ 3.96
35678	02/13/2023	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	12/22 SERVICE 9920095153-3	\$ 8.12
35678	02/13/2023	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	12/22 SERVICE 3533032414-2	\$ 62.43
35678	02/13/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	12/22 SERVICE 9920095153-3	\$ 25,953.72
35678	02/13/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	12/22 SERVICE 3533032414-2	\$ 168,769.61
35678	02/13/2023	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	01/23 SERVICE 1902328695-8	\$ 22.42
35678	02/13/2023	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	12/22 SERVICE 3533032414-2	\$ 111.43
35678	02/13/2023	FINANCE	ZONE 24 ACTIVITIES	PACIFIC GAS & ELECTRIC	12/22 SERVICE 9920095153-3	\$ 17.59
35678	02/13/2023	FINANCE	ZONE 24 ACTIVITIES	PACIFIC GAS & ELECTRIC	12/22 SERVICE 3533032414-2	\$ 10.69
35678	02/13/2023	FINANCE	ZONE 26 ACTIVITIES	PACIFIC GAS & ELECTRIC	12/22 SERVICE 9920095153-3	\$ 10.18
35678	02/13/2023	FINANCE	ZONE 31A ACTIVITIES	PACIFIC GAS & ELECTRIC	12/22 SERVICE 9920095153-3	\$ 20.37
35678	02/13/2023	FINANCE	ZONE 31A ACTIVITIES	PACIFIC GAS & ELECTRIC	12/22 SERVICE 3533032414-2	\$ 56.40
35678	02/13/2023	FINANCE	ZONE 20B ACTIVITIES	PACIFIC GAS & ELECTRIC	12/22 SERVICE 3533032414-2	\$ 21.55
35678	02/13/2023	FINANCE	ZONE 27B ACTIVITIES	PACIFIC GAS & ELECTRIC	12/22 SERVICE 3533032414-2	\$ 10.86
35678	02/13/2023	FINANCE	ZONE 2 ACTIVITIES	PACIFIC GAS & ELECTRIC	12/22 SERVICE 3533032414-2	\$ 49.60
35678	02/13/2023	FINANCE	ZONE 3 ACTIVITIES	PACIFIC GAS & ELECTRIC	12/22 SERVICE 3533032414-2	\$ 40.54
35678	02/13/2023	FINANCE	ZONE 31B ACTIVITIES	PACIFIC GAS & ELECTRIC	12/22 SERVICE 3533032414-2	\$ 56.40
35678	02/13/2023	FINANCE	ZONE 4 ACTIVITIES	PACIFIC GAS & ELECTRIC	12/22 SERVICE 3533032414-2	\$ 10.97
35678	02/13/2023	FINANCE	ZONE 6A ACTIVITIES	PACIFIC GAS & ELECTRIC	12/22 SERVICE 3533032414-2	\$ 55.07
35678	02/13/2023	FINANCE	ZONE 29C ACTIVITIES	PACIFIC GAS & ELECTRIC	12/22 SERVICE 3533032414-2	\$ 10.97
35678	02/13/2023	FINANCE	ZONE 8 ACTIVITIES	PACIFIC GAS & ELECTRIC	12/22 SERVICE 3533032414-2	\$ 104.14
35678	02/13/2023	FINANCE	ZONE 16 ACTIVITIES	PACIFIC GAS & ELECTRIC	12/22 SERVICE 3533032414-2	\$ 22.44
35678	02/13/2023	FINANCE	ZONE 13 ACTIVITIES	PACIFIC GAS & ELECTRIC	12/22 SERVICE 3533032414-2	\$ 100.56
35678	02/13/2023	FINANCE	PD OPS	PACIFIC GAS & ELECTRIC	12/22 SERVICE 9920095153-3	\$ 4,151.98
35679	02/13/2023	ENGINEERING	WATER CAPITAL	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL ENGINEERING SERVICES	\$ 3,914.80
35680	02/13/2023	STREETS	STREETS	SEAL RITE PAVING	ASPHALT PATCHING	\$ 29,646.75
35681	02/13/2023	STREETS	STREETS	SEAL RITE PAVING	ASPHALT PATCHING	\$ 23,389.60
35682	02/13/2023	STREETS	STREETS	SEAL RITE PAVING	ASPHALT PATCHING	\$ 6,348.32
35683	02/13/2023	INFO SRVCS	COMPUTER MAINT	SHI INTERNATIONAL CORP.	ZOOM DESK PHONES	\$ 17,513.12
35683	02/13/2023	INFO SRVCS	COMPUTER MAINT	SHI INTERNATIONAL CORP.	ZOOM TRAINING	\$ 5,995.00
35684	02/13/2023	ENGINEERING	LTF - STREETS	STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE FAC ID: 5B20CR00095	\$ 365.00
35685	02/13/2023	GRANTS	MADERA TRANSIT	VILLA GARDENING SERVICE INC	10/22 LAWN SERVICE - TRANSIT	\$ 500.00
35685	02/13/2023	GRANTS	MADERA TRANSIT	VILLA GARDENING SERVICE INC	01/23 LAWN SERVICE - TRANSIT	\$ 500.00
35686	02/13/2023	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	MAP REVIEW - 22-338 NO. 22-P-01	\$ 800.00
35687	02/13/2023	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 2,700.00
35688	02/13/2023	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 1,054.62
35689	02/13/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARK DEPOSIT REFUND - LTC FIELD 7	\$ 50.00
35690	02/13/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARK DEPOSIT REFUND - LTC FIELD 7	\$ 50.00
35691	02/13/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARK DEPOSIT REFUND - ROTARY PAVILION	\$ 50.00
35692	02/13/2023	PARKS	SPORTS PROGRAMS	OTP- PARKS REFUNDS	SPORTS CANCELLATION REFUND	\$ 60.00

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35693	02/13/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARK DEPOSIT REFUND - LTC PAVILION	\$ 50.00
35694	02/13/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARK DEPOSIT REFUND - LTC PAVILION	\$ 50.00
35695	02/13/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARK DEPOSIT REFUND - LTC FIELD 4	\$ 50.00
35696	02/13/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARK DEPOSIT REFUND - ROTARY PAVILION	\$ 50.00
35696	02/13/2023	PARKS	PARKS	OTP- PARKS REFUNDS	PARK DEPOSIT REFUND - ROTARY PAVILION	\$ 115.00
35697	02/13/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARK DEPOSIT REFUND - LTC FIELD 9	\$ 50.00
35698	02/13/2023	PARKS	SPORTS PROGRAMS	OTP- PARKS REFUNDS	SPORTS CANCELLATION REFUND	\$ 60.00
201	02/15/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 02/07/2023	\$ 6,141.84
202	02/15/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	SECTION 125 PLAN YEAR FEE & PARTICIPANT FEE	\$ 358.00
203	02/17/2023	FINANCE	AIRPORT OPS	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 2,123.32
203	02/17/2023	FINANCE	BUILDING	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 435.68
203	02/17/2023	FINANCE	CENTRAL ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 349.55
203	02/17/2023	FINANCE	CITY CLERK	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 96.60
203	02/17/2023	FINANCE	CITY COUNCIL	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 2,205.46
203	02/17/2023	FINANCE	CODE ENF	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 2,113.76
203	02/17/2023	FINANCE	COMM & REC	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 552.75
203	02/17/2023	FINANCE	COMM PROMO	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 2,614.04
203	02/17/2023	FINANCE	COMPUTER MAINT	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 4,780.16
203	02/17/2023	FINANCE	DRAINAGE	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 3,070.59
203	02/17/2023	FINANCE	ENGINEERING	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 1,017.02
203	02/17/2023	FINANCE	FACILITIES MAINT	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 4,015.37
203	02/17/2023	FINANCE	FINANCE	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 647.53
203	02/17/2023	FINANCE	FIRE	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 3,427.09
203	02/17/2023	FINANCE	FLEET MAINT	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 24,650.21
203	02/17/2023	FINANCE	GENERAL FUND	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 12,079.72
203	02/17/2023	FINANCE	GENERAL TRUST	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 1,727.86
203	02/17/2023	FINANCE	GRAFFITI ABATE	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 890.81
203	02/17/2023	FINANCE	HR/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 3,575.58
203	02/17/2023	FINANCE	INS/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 320.00
203	02/17/2023	FINANCE	LMD SERVICES	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 404.12
203	02/17/2023	FINANCE	LTF - STREETS	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 52.50
203	02/17/2023	FINANCE	MEAS K - FIRE	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 2,774.53
203	02/17/2023	FINANCE	PARKS	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 12,037.75
203	02/17/2023	FINANCE	PARKS ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 461.95
203	02/17/2023	FINANCE	PLANNING	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 532.83
203	02/17/2023	FINANCE	STREETS	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 17,999.71
203	02/17/2023	FINANCE	RECREATION	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 884.81
203	02/17/2023	FINANCE	SEWER OPS	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 2,036.66
203	02/17/2023	FINANCE	SR CITIZEN COMM	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 330.78
203	02/17/2023	FINANCE	SUPP LAW ENF	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$ 466.48

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203 02/17/2023	FINANCE	TIRE CLEAN UP	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$	973.35
203 02/17/2023	FINANCE	TRANS - FIXED	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$	6,130.72
203 02/17/2023	FINANCE	TRANS - DAR	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$	4,719.88
203 02/17/2023	FINANCE	UB - GARBAGE	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$	28.58
203 02/17/2023	FINANCE	UB - SEWER	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$	28.58
203 02/17/2023	FINANCE	UB - WATER	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$	51.14
203 02/17/2023	FINANCE	WATER OPS	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$	10,483.47
203 02/17/2023	FINANCE	WATER QUALITY	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$	4,150.18
203 02/17/2023	FINANCE	WWTP	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$	12,638.69
203 02/17/2023	FINANCE	CITY MANAGER	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$	1,250.00
203 02/17/2023	FINANCE	FLEET ACQUISITION	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$	1,472.54
203 02/17/2023	FINANCE	PURCHASING	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$	495.00
203 02/17/2023	FINANCE	SPECIAL EVENTS	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$	2,163.84
203 02/17/2023	FINANCE	PD OPS	US BANK CORPORATE PAYMENT SYSTEMS	11/22 CALCARD CHARGES	\$	25,983.03
204 02/17/2023	FINANCE	SOLID WASTE	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS 12/22 & 01/23	\$	1,035,453.08
56797839 02/08/2023	FINANCE	FINANCE	INTERNAL REVENUE SERVICE	TAX RETURN 2021	\$	8,065.22

BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL

\$ 2,390,075.97



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: March 1, 2023

Agenda Number: B-3

SUBJECT:

Adoption of COVID-19 Prevention Procedures

RECOMMENDATION:

Adopt a Minute Order approving Administrative Policy 45.1: COVID-19 Prevention Procedures

SUMMARY:

During the COVID-19 Local Emergency, the City adopted Emergency Policy No. 3: COVID-19 Prevention Program (CPP) to comply with Emergency Temporary Standards set forth by CalOSHA. When the City's Local Emergency regarding COVID-19 ends on February 28, 2023, the Emergency Policy will also terminate. CalOSHA has adopted permanent standards for the prevention of COVID-19 in the workplace, and the proposed policy will comply with the most recent standards as found in 8 CCR §3205. The proposed policy will also comply with certain sections of the California Labor Code regarding noticing requirements of COVID-19 cases in the workplace.

DISCUSSION:

CalOSHA adopted updates to its COVID-19 prevention regulations as found in 8 CCR §3205 that became effective February 3, 2023. The City's previously issued Emergency Policy 3: COVID-19 Prevention Program complied with CalOSHA's requirements, however the Emergency Policy automatically terminated with the end of the City's Local COVID-19 Emergency on February 28, 2023. Staff has drafted an Administrative Policy to be a sub-policy to the City's Injury and Illness Prevention Program. The proposed policy:

- Complies with all requirements as set forth by CalOSHA in 8 CCR §3205 regarding prevention, investigation, and response to COVID-19 in the workplace;
- Provides procedures for complying with Labor Code §6409.6 regarding notification to employees, contractors, and employee representatives of worksite exposures to COVID-19; and

- Provides procedures for complying with Labor Code §3212.88 regarding notification to the City's worker's compensation claims administrator of positive COVID cases in the workplace.

The regulations as adopted by CalOSHA will remain in effect until February 3, 2025, for prevention procedures and February 3, 2026, for record-keeping requirements. Certain Labor Code sections related to notifications and reporting are currently set to expire in January 2024. These may be extended by legislative action or may sunset as currently written in the code. Staff will monitor and adjust the City's compliance procedures as necessary and bring proposed policy amendments for Council consideration if/when modifications are warranted.

FINANCIAL IMPACT:

The proposed policy does not have any expected increased monetary exposure to the City beyond existing COVID-19 expenses and workforce impacts.

ALTERNATIVES:

The policy is written to comply with the workplace standards as set by CalOSHA. Council could direct staff to revise the policy to expand benefits or enact requirements stricter than those provided by CalOSHA.

ATTACHMENTS:

1. Administrative Policy 45.1: COVID-19 Prevention Procedures

CITY OF MADERA Administrative Policy	Policy No. 45.1
	Date Adopted: 3/1/2023
	Date(s) Revised:
SUBJECT: COVID-19 PREVENTION PROCEDURES (CPP)	

I. PURPOSE

The Division of Occupational Safety and Health (DOSH or Cal/OSHA) recognizes that COVID-19 constitutes a workplace hazard.

The purpose of the City of Madera's (City) COVID-19 Prevention Procedures (CPP) is to establish, implement and maintain a program that addresses this work-related hazard in order to provide City employees a healthy and safe workplace as required under the California Occupational Safety and Health Act (Labor Code §§ 6300, *et seq.*) and associated regulations (8 C.C.R. § 3203 and 3205-3205.3).

Nothing in this CPP precludes the City from complying with federal, state, or local laws or public health order or guidance that recommends or requires measures that are more prescriptive and/or restrictive than are provided herein.

II. AUTHORITY AND RESPONSIBILITY

The City Manager has overall authority and responsibility for implementing the provisions of this CPP in our workplace. In addition, all directors, managers, and supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the procedures in a language they understand.

All employees are responsible for using safe work practices; following all directives, policies, and procedures; and assisting in maintaining a safe work environment.

III. SCOPE

Unless one of the exceptions noted in this section applies, this CPP applies to all City of Madera employees (hereinafter referred to as "employees").

The following employees are exempt from coverage under the CPP: (1) Employees who are teleworking from home or a location of the employee's choice that is not under the control of the City of Madera; (2) Employees who are working in or at a work location and do not have contact with any other individuals; and (3) Employees that because of their tasks, activities or work location have occupational exposure as defined by the Aerosol Transmissible Diseases (ATD) regulation (i.e., 8 C.C.R. § 5199).

IV. EFFECTIVE PERIOD

The CPP shall apply until February 3, 2025.

V. DEFINITIONS

For the purposes of the CPP, the following definitions shall apply:

- A. "Close contact COVID-19 exposure" means the following, unless otherwise defined by regulation or order of the California Department of Public Health ("CDPH"). If so, the CDPH definition shall apply.

Employees who were wearing a Respirator as required by the City and who used such Respirator in compliance with Title 8, Section 5144 (hereinafter referred to as Section 5144) during contact with a COVID-19 Case will be deemed not to have had Close Contact COVID-19 exposure.

In indoor spaces of 400,000 or fewer cubic feet per floor, Close Contact is defined as sharing the same indoor airspace as a COVID-19 case for a cumulative total of 15 minutes or more over a 24-hour period (for example, three individual 5-minute exposures for a total of 15 minutes) during the COVID-19 Case's Infectious Period, as defined in this section, regardless of the use of face coverings.

In large indoor spaces greater than 400,000 cubic feet per floor, Close Contact is defined as being within 6 feet of the COVID-19 Case for a cumulative total of 15 minutes or more over a 24-hour period during the COVID-19 case's Infectious Period, as defined by this section, regardless of the use of face coverings.

For purposes of defining indoor spaces and calculating the applicable volume of the space, offices, suites, rooms, waiting areas, break or eating areas, bathrooms, or other spaces that are separated by floor-to-ceiling walls shall be considered distinct indoor spaces.

- B. "COVID-19" means the disease caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).
- C. "COVID-19 Case" means a person who either: (1) Has a positive COVID-19 test; (2) Is subject to COVID-19-related order to isolate issued by a local or state health official; or (3) Has a positive COVID-19 diagnosis from a licensed health care provider; or (4) Has died due to COVID-19, in the determination of a local health department or per inclusion in the COVID-19 statistics of a county.
- D. "COVID-19 Hazard" means potentially infectious material that may contain SARS-CoV-2, the virus that causes COVID-19. Potentially infectious materials include airborne droplets, small particle aerosols, and airborne droplet nuclei, which most commonly result from a person or persons exhaling, talking or vocalizing, coughing, sneezing, or procedures performed on persons which may aerosolize saliva or respiratory tract fluids.
- E. "COVID-19 Symptoms" means fever of 100.4 degrees Fahrenheit or higher, chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or

diarrhea, unless a licensed health care professional determines the person's symptoms were caused by a known condition other than COVID-19.

- F. "COVID-19 Test" means a test for SARS-CoV-2 that is: (1) Cleared, approved, or authorized, including in an Emergency Use Authorization (EUA), by the United States Food and Drug Administration (FDA) to detect current infection with the SARS-CoV-2 virus (e.g., a viral test); and (2) administered in accordance with the authorized instructions. (3) To meet the return-to-work criteria set forth in this CPP, a COVID-19 Test may be both self-administered and self-read if the test result can be independently verified (e.g., the employee can provide a time-stamped photograph of the test result).
- G. "Exposed Group" means all employees at a work location, working area, or a common area at work, within employer-provided transportation covered by Section 3205.3, or residing within housing covered by Section 3205.2, where an employee COVID-19 Case was present at any time during the infectious period. A common area at work includes bathrooms, walkways, hallways, aisles, break or eating areas, and waiting areas. The following exceptions apply:
 - 1. Places where employees momentarily pass through, without congregating, is not a work location, working area, or a common area at work.
 - 2. If the COVID-19 Case was part of a distinct group of employees who are not present at the workplace at the same time as other employees, for instance a work crew or shift that does not overlap with another work crew or shift, only employees within that distinct group are part of the Exposed Group.
 - 3. If the COVID-19 Case visited a work location, working area, or a common area at work for less than 15 minutes during the infectious period, and the COVID-19 Case was wearing a Face Covering during the entire visit, other people at the work location, working area, or common area would not constitute part of the Exposed Group.
- H. "Face Covering" means a surgical mask, a medical procedure mask, a respirator worn voluntarily, or a tightly woven fabric or non-woven material of at least two layers that completely covers the nose and mouth and is secured to the head with ties, ear loops, or elastic bands that go behind the head. If gaiters are worn, they shall have two layers of fabric or be folded to make two layers. A Face Covering is a solid piece of material without slits, visible holes, or punctures, and must fit snugly over the nose, mouth, and chin with no large gaps on the outside of the face. A Face Covering may be clear or cloth with a clear plastic panel that otherwise meets this definition and which may be used to facilitate communication with people who are deaf or hard-of-hearing or others who need to see a speaker's mouth or facial expressions to understand speech or sign language respectively. A Face Covering does not include a scarf, ski mask, balaclava, bandana, turtleneck, collar, or single layer of fabric.
- I. "Infectious Period" means the following time period, unless otherwise defined by CDPH regulation or order, in which case the CDPH definition shall apply:

1. For COVID-19 Cases who develop COVID-19 Symptoms: From two (2) days before the date of symptom onset until after both conditions are satisfied:
 - a. Ten (10) days have passed after symptoms first appeared, or through day five (5) if testing is negative on day five (5) or later; and
 - b. Twenty-four (24) hours have passed with no fever, without the use of fever-reducing medications, and symptoms have improved.
 2. For COVID-19 Cases who never develop COVID-19 Symptoms: From two (2) days before the positive specimen collection date through ten (10) days (or through day five (5) if testing negative on day five (5) or later) after the date on which the specimen for their first positive test for COVID-19 was collected.
- J. “Respirator” means a respiratory protection device approved by the National Institute for Occupational Safety and Health (NIOSH) to protect the wearer from particulate matters, such as an N95 filtering facepiece respirator.
- K. “Returned Case” means a COVID-19 Case who was excluded from work but returned after meeting requirements set forth in the CPP for return to work and did not develop any COVID-19 symptoms after returning. A person shall only be considered a Returned Case for thirty (30) days after the initial onset of COVID-19 symptoms or, if the person never developed COVID-19 symptoms, for thirty (30) days after the first positive test. If a period of other than thirty (30) days is required by a CDPH regulation or order, that period shall apply.
- L. “Worksite,” for the limited purposes of COVID-19 prevention regulations only, means the building, store, facility, agricultural field, or other location where a COVID-19 Case was present during the infectious period. It does not apply to buildings, floors, or other locations of the employer that a COVID-19 Case did not enter.
- M. For purposes of counting days in the application of the CPP for the Infectious Period, Return to Work criteria, Close Contact Exposure, or any other application in this CPP, the first day of COVID-19 Symptoms or the date the positive test specimen was collected, whichever occurs first, shall be considered Day Zero (0).

VI. APPLICATION OF THE CITY OF MADERA INJURY AND ILLNESS PREVENTION PROGRAM (IIPP)

COVID-19 is a recognized hazard in our workplace that is addressed through our IIPP, which will be effectively implemented and maintained to ensure the following:

- A. When determining measures to prevent COVID-19 transmission and to identify and correct COVID-19 Hazards at City worksites and facilities:
 1. All persons in our workplace are treated as potentially infectious, regardless of symptoms, vaccination status, or negative COVID-19 test results.

2. The City recognizes that COVID-19 is an airborne infectious disease and treats it as such. When determining measures to prevent COVID-19 transmission and to identify and correct COVID-19 Hazards, the City reviews applicable orders and guidance related to COVID-19 from the State of California and the Madera County Department of Public Health. COVID-19 prevention controls may include the following:
 - a. Providing remote work
 - b. Requiring physical distancing
 - c. Reducing the density of people indoors
 - d. Moving indoor tasks outdoors
 - e. Implementing separate shifts and/or break times
 - f. Restricting access to the work areas
 - g. Requiring employees to wear respirators such as n95 masks while indoors
 - h. Limiting vehicle passengers
 - i. Requiring fresh air be allowed to pass through open windows when there are multiple vehicle occupants.

B. Training and instruction on COVID-19 Symptoms and prevention as well as the provisions of this CPP are provided as follows and will be documented in accordance with the City's IIPP:

1. When the CPP is/was first established;
2. To all new employees by their respective department when they first report to work;
3. To all employees given new job assignments involving COVID-19 hazards and they have not been previously trained on said hazards;
4. Whenever new COVID-19 hazards are introduced to the workplace and represent a new hazard;
5. Whenever the City is made aware of a new or previously unrecognized COVID-19 hazard; and
6. For supervisors to familiarize themselves with the COVID-19 safety and health hazards to which employees under their immediate direction and control may be exposed.

C. Procedures for investigating COVID-19 illnesses at City workplaces include:

1. Investigation of COVID-19 Case

When the City is made aware of a COVID-19 Case at a City worksite, the supervisor of the specific worksite will undertake the following steps to investigate the COVID-19 Case and document the information on **Form A, COVID-19 Case Investigation**:

- a. Determine the day and time the COVID-19 Case was last present at the workplace;
 - b. Determine, to the extent possible, the date of the COVID-19 Case's positive COVID-19 Test(s) and/or diagnosis; and
 - c. Determine the date the COVID-19 Case first experienced one (1) or more COVID-19 Symptoms, if any were experienced.
2. Identification of and response to employees with COVID-19 Symptoms at the workplace
- a. The City will identify and respond to persons with COVID-19 Symptoms at the workplace. Supervisors are trained on symptoms of COVID-19 and will investigate any observed COVID-19 Symptoms in employees present at the worksite.
 - b. Employees are trained on the COVID-19 Symptoms and will self-screen for symptoms prior to reporting to work. If employees experience COVID-19 Symptoms, they are instructed to stay home or leave the workplace until their symptoms resolve. All absences related to COVID-19 symptoms must be reported to an employee's supervisor consistent with other City leave policies.

D. City procedures for responding to COVID-19 Cases in the workplace include:

1. Immediate exclusion of COVID-19 Cases from the workplace
 - a. The City will immediately exclude from the workplace all COVID-19 Cases and, in the event of an outbreak, all employees within the Exposed Group who had a Close Contact with a COVID-19 Case.
 - b. The City will not allow COVID-19 Cases to return to work unless and until the COVID-19 Case satisfies the following requirements:
 - i. COVID-19 Cases who do not develop COVID-19 Symptoms shall not return to work during their Infectious Period;
 - ii. COVID-19 Cases who develop COVID-19 Symptoms shall not return to work during the shorter of the following: (1) the Infectious Period; or (2) through ten (10) days after the onset of symptoms and at least twenty-four (24) hours have passed since a

fever of 100.4 degrees Fahrenheit or higher has resolved without the use of fever-reducing medication.

- c. The above requirements shall apply regardless of whether an employee has previously been excluded from the workplace or the City took other precautions in response to an employee's Close Contact or membership in an exposed group.
- d. Regardless of the employee's vaccination status, previous infection, or lack of COVID-19 Symptoms, a COVID-19 Case shall wear a Face Covering in the workplace until ten (10) days have passed since the date that COVID-19 Symptoms began or, if the COVID-19 Case did not present COVID-19 Symptoms, from the date of their first positive COVID-19 Test.

2. Responding to employees who had a Close Contact

- a. The City will review current CDPH guidance for employees who had a Close Contact, including guidance regarding required or recommended quarantines and other measures intended to reduce the transmission of COVID-19.
- b. The City will develop, implement, and maintain effective policies in order to prevent transmission of COVID-19 by persons who had a Close Contact, including:
 - i. Immediate notification to close contacts of possible exposure once identified through Case Investigation;
 - ii. Following CDPH guidance regarding face coverings for Close Contacts;
 - iii. Following CDPH guidance regarding exclusion from the workplace for Close Contacts; and
 - iv. Requiring Close Contacts to self-screen for symptoms prior to reporting to work each day.

3. Adherence to isolation, quarantine, and exclusion orders

- a. If an order to isolate, quarantine, or exclude an employee is issued by a local or state health official, the City will not allow any employee who is subject to such order to report to a City workplace until the employee satisfies the isolation or quarantine requirements or the order is lifted.
- b. If removal of an employee would create undue risk to a community's health, the City of Madera will apply to CalOSHA for consideration of allowing the employee to continue to report to a City worksite.

- C. In such cases, the City would implement effective control measures in order to prevent the transmission of COVID-19 in the workplace, including isolating the employee at the workplace and, if isolation is not feasible, using Respirators.
- 4. Information on leave and benefits available to excluded employees

The City will provide any COVID-19 Case or Close Contact that is excluded from the workplace information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws. The City will provide the employee information on any benefits available under legally mandated sick leave, workers' compensation law, local government requirements, the City's own leave policies, and leave guaranteed by contract. Such information is consolidated on **Form B: COVID-19 Related Leave & Benefits that May be Available to You**. **Form B** will be maintained and periodically reviewed by the Human Resources Department to ensure it is current and up-to-date. The Human Resources Department will issue a revised **Form B** with the revision date clearly stated when/if any updates are made to the form.

VII. TESTING OF CLOSE CONTACTS

- A. The City will make COVID-19 Tests available at no cost to all employees who had a Close Contact COVID-19 exposure at a City Worksite. Close Contact notifications will include information on how to access the testing.
- B. The City will offer such employees COVID-19 Tests during paid time.
- C. This section does not apply to Returned Cases.
- D. This section does not preclude an employee from seeking COVID-19 Testing through alternative sources outside of normal work hours.

VIII. NOTICE OF COVID-19 CASES

- A. Notice to Close Contacts
 - 1. In the event of a known Close Contact, the City will notify employees and independent contractors who had a Close Contact, as well as any other employer with an employee who had a Close Contact. Notification will be made on **Form C: Notification of Close Contact Exposure to COVID-19**.
 - 2. The City will provide the notice as soon as possible after becoming aware of the Close Contact, and in no case longer than the time required to ensure the exclusion of the Close Contact, if required pursuant to the requirements for the exclusion of Close Contacts described in this CPP.
 - 3. The responsible supervisor will ensure **Form C** is issued when applicable upon knowledge of information that would initiate furnishing the form.

B. Notice of workplace exposures

1. When Labor Code section 6409.6 or any successor law is in effect, in the event of a workplace COVID-19 exposure, the City will provide notice to employees, partner agencies with shared workspace, and the employers of independent contractors who were present at the Worksite at the same time as the COVID-19 Case. The City will provide such notice in a form readily understandable to employees, as required by Labor Code section 6409.6. Notification will be made on **Form D: Notification of COVID-19 Workplace Exposure** as soon as possible, but no later than within 1 day of knowledge of a COVID-19 Case. The responsible supervisor will ensure **Form D** is issued when applicable upon knowledge of information that would initiate furnishing the form.
2. When Labor Code section 6409.6 or any successor law is in effect, the City will provide notice to the authorized representative, if any, of the COVID-19 Case and of any employee who is determined to be a Close Contact as a result of the COVID-19 Case. Notification will be made on **Form E: Notification of COVID-19 Workplace Exposure - Representative** as soon as possible, but no later than within 1 day of knowledge of a COVID-19 Case. The responsible supervisor will ensure **Form E** is issued when applicable upon knowledge of information that would initiate furnishing the form.
3. When Labor Code section 3212.88 or any successor law is in effect, in the event of a workplace COVID-19 Case that has been in the worksite within 14 days of testing positive, the City will provide notice to the workers compensation third party claims administrator, AIMS, of the COVID-19 Case and information required by the identified code section. Notification will be made on **Form F: AIMS COVID-19 Positive Test Report** as soon as possible, but no later than within 3 days of knowledge of a COVID-19 Case. The responsible supervisor will ensure **Form F** is issued when applicable upon knowledge of information that would initiate furnishing the form.

IX. FACE COVERINGS

A. General Face Covering requirements

1. The City will make Face Coverings available to all employees and requires that such Face Coverings are worn when required by regulation or order from the CDPH or local health department. Employees may furnish their own Face Covering that meets the definition of Face Covering as provided in this policy.
2. When a CDPH regulation or order requires Face Coverings indoors, the City will require employees to wear Face Coverings in vehicles, unless expressly provided that Face Coverings need not be worn in such circumstances.
3. The City requires that employees' Face Coverings be clean, undamaged, and worn over both the nose and mouth.

4. The City allows employees to use face shields to supplement, not supplant, Face Coverings.

B. Limited exceptions to Face Covering requirements

When the use of Face Coverings is required as a result of a regulation or order from the CDPH or local health department, the City's policy provides for the following exceptions to the face covering requirement:

1. When an employee is alone in a room (e.g., alone in an office or another space with walls that extend from the floor to the ceiling and a door that may be closed in order to close the space to others) or vehicle;
2. While actually eating or drinking at the workplace, provided employees are at least six (6) feet apart and that the City has maximized the supply of outside or filtered air to the area.
3. While the employee is wearing a Respirator required by the City and the Respirator is being used in compliance with CCR, Title 8 section 5144.
4. Employees who cannot wear Face Coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person. In such a circumstance, the employees shall wear an effective non-restrictive alternative, such as a face shield with a drape on the bottom, if the condition or disability permits it. Medical documentation is required to meet this exception and alternatives will be explored to ensure a safe workplace for all employees.
5. During specific tasks which cannot feasibly be performed with a Face Covering. This exception is limited to the time period in which such tasks are actually being performed.
6. If an employee is not wearing a Face Covering pursuant to the exceptions in subsections 4 and 5, above, the City will assess COVID-19 Hazards and take action as necessary based on General Industry Safety Orders, including Sections 3205 and 3203.

C. The City will not prevent or discourage employees from wearing Face Coverings

The City will not prevent or discourage any employee from wearing a Face Covering, including a Respirator, when the use of such a Face Covering is not required by a regulation or order from the CDPH or local health department.

Notwithstanding the above, the City may prevent an employee from wearing a Face Covering if the use of such Face Covering would create a safety hazard.

X. RESPIRATORS

- A.** Upon request, the City shall provide any employee who is working indoors or in a

vehicle with more than one person a Respirator for the employee's voluntary use. The City will provide such Respirators at no cost to the employee and encourage the requesting employees to use them.

- B. The City will not provide an employee a Respirator if the City determines that the employee's use of such Respirator will itself create a hazard.
- C. If the City determines that any voluntary Respirator use is permissible, the City will provide the employee information contained in Appendix D to Title 8, Section 5144 ("Information for Employees Using Respirators When Not Required Under the Standard"). The City will ensure that the employee is provided with a Respirator of the correct size, that the employee is trained how to properly wear the Respirator provided, that the employee knows how to perform a seal check according to the manufacturer's instructions each time a Respirator is worn, and that the employee understands that facial hair interferes with a seal.
- D. Further, if/when an employee requests a respirator for voluntary use, the department head of that employee's department will designate a program administrator who is qualified by appropriate training or experience that is commensurate with the complexity of the program to administer or oversee the Respiratory protection program and conduct the required evaluations of program effectiveness.
- E. As part of the provision of Respirators, the City will establish and implement those elements of a written Respiratory protection program necessary to ensure that any employee using a Respirator voluntarily is medically able to use that Respirator, and that the Respirator is cleaned, stored, and maintained so that its use does not present a health hazard to the employee.
- F. The City will provide Respirators, training, and medical evaluations at no cost to the employee.

XI. VENTILATION

- A. Ventilation of indoor workplaces
 - 1. The City will monitor and review CDPH and Cal/OSHA guidance regarding ventilation for indoor workplaces, including, but not limited to, the CDPH "Interim Guidance for Ventilation, Filtration, and Air Quality in Indoor Environments."
 - 2. The City will develop, implement, and maintain effective methods to prevent transmission of COVID-19, including one or more of the following actions to improve ventilation:
 - a. Maximize the supply of outside air to the extent feasible, except when the United States Environmental Protection Agency ("EPA") Air Quality Index ("AQI") is greater than 100 for any pollutant or if opening windows

or maximizing outdoor air by other means would cause a hazard to employees, for instance from excessive heat or cold.

- b. In buildings and structures with mechanical ventilation, filter circulated air through filters at least as protective as Minimum Efficiency Reporting Value (“MERV”)-13, or the highest level of filtration efficiency compatible with the existing mechanical ventilation system. The City has MERV-13 or higher filters at Fire Station 58 and the Transit Facility. All other sites have the highest filters that the various systems can support.
- c. Use High Efficiency Particulate Air (“HEPA”) filtration units in accordance with manufacturers’ recommendations in indoor areas occupied by employees for extended periods, where ventilation is inadequate to reduce the risk of COVID-19 transmission. The City uses standalone HEPA filtration units at various indoor locations including: two at City Hall, one at Public Works, two at Engineering, and three at the Wastewater Treatment Plant.

B. Maximization of outdoor air in vehicles

The City will require that employees who use vehicles for work-related purposes maximize the supply of outside air inside the vehicle to the extent feasible, except when doing so would cause a hazard to employees or expose them to inclement weather.

C. City compliance with the regulatory requirements regarding mechanical ventilation systems, including mechanically-driven Heating, Ventilating and Air Conditioning (“HVAC”) systems

The City will review and comply with relevant requirements provided for in Title 8, Section 5142 and 5143 concerning “Mechanically Driven Heating, Ventilating and Air Conditioning (“HVAC”) Systems to Provide Minimum Building Ventilation” and “General Requirements of Mechanical Ventilation Systems,” respectively.

XII. REPORTING AND RECORDKEEPING

A. Form A, COVID-19 Case Investigation will be used to keep a record of and track all COVID-19 Cases.

Case investigation records will be submitted by the investigating supervisor to Human Resources via email to hrinfo@madera.gov and kept and retained for two years beyond the period in which it is necessary to meet the requirements of CCR, Title 8, sections 3205, 3205.1, 3205.2, and 3205.3.

B. Forms C, D, and E for Notice of COVID-19 Cases and Exposure will be used to keep record of and track all COVID-19 Case Notifications.

Copies of Case Notification Notices required by subsection 3205(e) will be submitted by the investigating supervisor to Human Resources via email to hrinfo@madera.gov and kept in accordance with Labor Code section 6409.6 or any successor law.

- C. **Form F: AIMS COVID-19 Positive Test Report** will be used to keep record of and track reporting of COVID-positive test results in compliance with Labor Code section 3212.88 or any successor law.

Positive Test Reports will be submitted to AIMS by the investigating supervisor via email to covidreporting@aims4claims.com and a copy will be provided to Human Resources via email to hrinfo@madera.gov and kept in accordance with Labor Code section 3212.88 or any successor law.

- D. Personal identifying information of COVID-19 cases or persons with COVID-19 symptoms, and any employee medical records required to comply with the CPP, shall be kept confidential unless disclosure is required or permitted by law. Unredacted information on COVID-19 cases shall be provided to the local health department with jurisdiction over the workplace, CDPH, the Division, and NIOSH immediately upon request, and when required by law.

XIII. COVID-19 OUTBREAKS

A. Application

1. This section applies if three or more employee COVID-19 Cases within an Exposed Group visited the same worksite during their infectious period at any time during a 14-day period, unless a California Department of Public Health (CDPH) regulation or order defines outbreak using a different number of COVID-19 cases and/or a different time period, in which case this section applies when the number of cases at the worksite constitutes an outbreak under CDPH's definition.
2. This section will stay in effect until there are one or fewer new COVID-19 cases detected in the exposed group for a 14-day period.

B. COVID-19 Testing

1. The City will immediately provide access to COVID-19 testing at no cost to our employees within the exposed group, regardless of vaccination status, during employees' paid time, except for Returned Cases and employees who were not present at the workplace during the relevant 14-day period(s).
2. Additional testing will be made available on a weekly basis to all employees in the exposed group who remain at the workplace.
3. Employees who had close contacts as determined by the Case Investigation must have a negative COVID-19 test taken within three to five days after the close

contact or will be excluded and follow the return-to-work requirements starting from the date of the last known close contact.

C. Face Coverings

Employees in the exposed group, regardless of vaccination status, will wear face coverings when indoors, or when outdoors and less than six feet from another person, unless one of the exceptions in the CPP applies.

D. Respirators

Employees will be notified of their right to request and receive a respirator for voluntary use, as stipulated in the CPP.

E. COVID-19 Investigation, Review, and Hazard Correction

When an outbreak is determined to have occurred, the investigating supervisor and department director will perform a review of potentially relevant COVID-19 policies, procedures and controls, and implement changes as needed to prevent further spread of COVID-19 when this addendum initially applies and periodically thereafter. The investigation, review, and changes must be documented on **Form G: COVID-19 Outbreak Investigation** and include:

1. Investigation of new or unabated COVID-19 hazards including:
 - a. City leave policies and practices and whether employees are discouraged from remaining home when sick.
 - b. City COVID-19 testing policies.
 - c. Insufficient supply of outdoor air to indoor workplaces.
 - d. Insufficient air filtration.
 - e. Insufficient physical distancing.
2. The review must be updated every 30 days as long as outbreak status continues to apply:
 - a. In response to new information or to new or previously unrecognized COVID-19 hazards.
 - b. When otherwise necessary.
3. Any changes implemented to reduce the transmission of COVID-19 based on the investigation and review, which may include:
 - a. Moving indoor tasks outdoors or having them performed remotely.
 - b. Increasing the outdoor air supply when work is done indoors.
 - c. Improving air filtration.

- d. Increasing physical distancing to the extent feasible.
- e. Requiring respiratory protection in compliance with CCR, Title 8 section 5144.
- f. Other applicable controls.

F. Ventilation

Buildings or structures with mechanical ventilation will have recirculated air filtered with Minimum Efficiency Reporting Value (MERV)-13 or higher efficiency filters, if compatible with the ventilation system. If MERV-13 or higher filters are not compatible with the ventilation system, filters with the highest compatible filtering efficiency will be used. High Efficiency Particulate Air (HEPA) air filtration units will be used in accordance with manufacturers' recommendations in indoor areas occupied by employees for extended periods, where ventilation is inadequate to reduce the risk of COVID-19 transmission.

These ventilation requirements will continue to be implemented after the outbreak has passed and CCR, Title 8 section 3205.1 is no longer applicable.

G. Major Outbreaks

In addition to the above requirements, if twenty (20) or more employee COVID-19 Cases within an Exposed Group visited the same worksite during their infectious period at any time during a 30-day period, the following will apply:

1. The COVID-19 testing will be required of all employees in the exposed group, regardless of vaccination status, twice a week or more frequently if recommended by Madera County Department of Public Health. Employees in the exposed group will be tested or excluded and follow the CPP return to work requirements. The twice a week testing requirement ends when there are fewer than three (3) new COVID-19 cases in the exposed group for a 14-day period. The weekly testing requirement will be followed until there are one (1) or fewer new COVID-19 cases in the exposed group for a 14-day period.
2. The Major Outbreak will be reported to Cal/OSHA.
3. The City will provide respirators for voluntary use to employees in the exposed group, encourage their use, and train employees according to CCR, Title 8 section 5144(c)(2) requirements.
4. Any employees in the exposed group who are not wearing respirators as required will be separated from other persons by at least six feet, except where it can be demonstrated that at least six feet of separation is not feasible, and except for momentary exposure while persons are in movement. Methods of physical distancing include:
 - a. Telework or other remote work arrangements.

- b. Reducing the number of persons in an area at one time, including visitors.
- c. Visual cues such as signs and floor markings to indicate where employees and others should be located or their direction and path of travel.
- d. Staggered arrival, departure, work, and break times.
- e. Adjusted work processes or procedures, such as reducing production speed, to allow greater distance between employees.

When it is not feasible to maintain a distance of at least six feet, individuals will be as far apart as feasible.

Form A: COVID-19 Case Investigation

Instructions to investigating supervisor:

This form and related instructions have been prepared to assist you in following the City's adopted COVID-19 Prevention Procedures (CPP) and comply with requirements set forth by Cal/OSHA and the California Labor Code.

Please read all instructions and questions carefully. If you have any questions as you complete this form and any required notices, please contact either Eric Battles or Wendy Silva in Human Resources.

Use this form when an employee notifies you that they meet the definition of a COVID Case as defined in the City's CPP. All questions should be answered in the context of the City's adopted CPP. Please ensure you have reviewed the CPP definitions and required actions related to receiving notice of a COVID-19 Case before proceeding.

- Step 1. Complete **Form A: COVID-19 Case Investigation** and document on this form.
- Step 2. Provide the COVID Case with **Form B: COVID-19 Related Leave & Benefits that May be Available to You**
- Step 3. If applicable, complete and provide **Form C: Notification of Close Contact Exposure to COVID-19** to anyone identified in your investigation as a close contact. This may include employees, contractors, and/or employees of other agencies who were at your worksite. Please note that **Form B: COVID-19 Related Leave & Benefits that May be Available to You** should be attached to the Form C notification.
- Step 4. If applicable, complete and provide **Form D: Notification of COVID-19 Workplace Exposure** to anyone who was at the worksite when the COVID Case was present during the COVID Case's infectious period. This may include contractors or partner agency employees.
- Step 5. If applicable, complete and provide **Form E: Notification of COVID-19 Workplace Exposure - Representative** to bargaining unit representatives of the COVID Case and of any Close Contact employees who receive **Form C**. Please note that **Form B: COVID-19 Related Leave & Benefits that May be Available to You** should be attached to the Form D notification.
- Step 6. If applicable, complete and submit to AIMS via email **Form F: AIMS COVID-19 Positive Test Report**.
- Step 7. Submit the completed **Form A: COVID-19 Case Investigation** and copies of all notifications generated (**Forms C-F**) to Human Resources via email to hrinfo@madera.gov.
- Step 8. If the COVID-19 Case was in the workplace during their Infectious Period, make arrangements for cleaning and disinfection of the applicable worksite areas.

Please remember that all personal identifying information of COVID-19 Cases or symptoms must be kept confidential unless required to be disclosed by law.

Form A: COVID-19 Case Investigation

1. COVID Case Information. Complete all questions in table.

Employee Name	
Job Title	
Date notification of COVID Case was received by City	
Date investigation commenced	
Date investigation concluded	
Date positive COVID test specimen was collected	
Date positive test result was received by the employee	
Date positive test result was reported to the employer	
Date employee experienced first COVID symptom(s)	
Date <i>and</i> time employee was last present in the workplace	

2. COVID Case work location(s) prior to Exclusion from Work.

- a. During the Infectious Period (review definition in CPP). Attach additional sheets if necessary.

Worksite Name & Address	Highest # of Employees in last 45 days:	Date at Worksite	Shift (if applicable)

- b. During the 14 days preceding Covid Case's last day at the worksite *if the employee reported a positive COVID-19 test or the supervisor is otherwise aware of positive COVID-19 status*. List any worksites not already listed in 2a. Attach additional sheets if necessary.

Worksite Name & Address	Highest # of Employees in last 45 days:	Date at Worksite	Shift (if applicable)

Form A: COVID-19 Case Investigation

3. List **all interactions** the employee recalls with co-workers, colleagues, or contractors **during the Infectious Period**. Include information pertaining to when, where, duration, and exposure controls that were utilized (i.e. mask, social distancing). Attach additional sheets if necessary.

Name of Individual	Date	Duration	Describe Location & Any Exposure Controls

4. Based on the information provided in Question 6, list employees, colleagues, or contractors who are determined to be a Close Contact and must be provided notice. Review CPP Definition of Close Contact before answering this question.
5. In your review of information provided by the COVID Case and the City's CPP, did any workplace condition(s) contribute to the spread of COVID-19? If yes, explain.
6. If the exposure occurred in the workplace, or if the COVID Case was in the workplace during the Infectious Period, what additional controls or measures can be put in place to reduce COVID-19 exposure beyond those already in place?

Form A: COVID-19 Case Investigation

7. Required Notification Confirmations

- a. Provide **Form B: COVID-19 Related Leave & Benefits that May be Available to You** to the COVID Case.

Date **Form B** was provided to COVID Case: _____

- b. Complete and provide **Form C: Notification of Close Contact Exposure to COVID-19** to any Close Contacts identified in your answer to Question #4. For City Employees, **Form B: COVID-19 Related Leave & Benefits that May be Available to You** must be provided along with **Form C**.

If applicable, date **Form C** was provided to Close Contacts: _____

- c. Complete and provide **Form D: Notification of COVID-19 Workplace Exposure** to employees, contractors, and employees of other agencies working in shared space who reported to the worksites listed in your answer to Question #2a on the applicable dates of the Infectious Period.

If applicable, date **Form D** was provided to employees: _____

- d. Complete and provide **Form E: Notification of COVID-19 Workplace Exposure - Representative** to the appropriate bargaining unit representative of a COVID-19 Case or any employee who received **Form C** notification for Close Contacts.

If applicable, date **Form E** was provided to representative: _____

- e. Complete and submit **Form F: AIMS COVID-19 Positive Test Report** for any worksites listed in your answer to Question #2a and #2b if the employee reports a positive COVID Test. This is a knew or should have known standard for supervisors per the Labor Code.

If applicable, date **Form F** was submitted to AIMS: _____

- f. Submit your COVID Case Investigation and copies of any forms generated (Forms D-F) to hrinfo@madera.gov.

- g. I have arranged or am taking care of cleaning and disinfecting the worksite.

Not applicable Yes No

Investigator Name: _____ Job Title: _____

Investigator Signature: _____

Form B: COVID-19 Related Leave & Benefits that May be Available to You

Existing Paid Leave Options

- **Use:** Depending on the employee's applicable Memorandum of Understanding (MOU) and the Personnel Rules, regular sick leave, vacation, administrative leave, banked holiday, floating holiday, or compensatory time off (CTO) may be used in order to remain in a paid status while recommended by the California Department of Public Health (CDPH) to isolate (COVID-19 positive, symptomatic and/or awaiting a test/diagnosis, etc.).
- **Eligibility:** Must have the applicable time available in leave banks and be eligible to use per the applicable MOU or Personnel Rule.
- **How to Apply:** Follow normal timesheet procedures for requesting paid leave.

Family and Medical Leave Act (FMLA)/ California Family Rights Act (CFRA)

- **Eligibility:** Worked for the City at least 12 months and worked at least 1,250 hours within that timeframe. Has not used the leave in the last 12 months.
- **FMLA Limits:** 12 weeks job-protected, unpaid leave, for employee's own serious health condition that make the employee unable to perform the essential functions of his or her job, or to care for employee's spouse, child, or parent who has a serious health condition
- **CFRA Limits:** same as *FMLA Limits* above, but adds child (to include a biological, adopted, or foster child, a stepchild, a legal ward, or a child of an employee or the employee's domestic partner, or a person to whom the employee stands in loco parentis), registered domestic partner, grandparent, grandchild, sibling, and parent (including biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child)
- **How to File:** Submit request to HR, subject to approval and additional paperwork from a doctor

Workers' Compensation

- **Eligibility:** When COVID-19 is contracted in the performance of work duties (does not apply when an employee is working from home). An investigation will be conducted to determine where COVID-19 was likely contracted.
- **Limits:** Temporary Total Disability (TTD) or 4850 benefits (if eligible) are paid if the employee is actually experiencing a COVID-19 related-illness. Positive PCR test is required.
- **How to File:** Complete DWC-1 and return to supervisor.

All other terms and conditions of personnel policies and MOU provisions shall remain in effect. Contact HR with questions at x8704 from a City phone, or (559) 661-5400, option 8.

Form C: Notification of Close Contact Exposure to COVID-19

Today's Date:

Applicable City of Madera Worksite Name & Address:

The City of Madera (City) has determined that you are a Close Contact to a known COVID-19 Case at the identified City worksite. Based on our investigation, the Close Contact occurred on _____. The City received notice of the COVID-19 Case status on _____ and immediately commenced a COVID Case Investigation. The City is providing this notice as quickly as possible and certain elements of the investigation may still be pending further evaluation.

Due to your exposure to COVID-19, you should obtain a COVID-19 test unless you have recently recovered from COVID-19 within the last 30 days. To ensure the test provides valid results the test should be administered 3-5 days after last exposure. You may register for free testing through Madera County at the link: <https://go.oncehub.com/MCDPH>. You may also find additional testing resources at <https://myturn.ca.gov>.

1. All employees who are Close Contacts must:
 - a. Self-screen for COVID-19 symptoms each day before reporting to work for 10 days from last exposure.
 - b. Wear a well-fitting mask (N95, KN95 or similar) around others for a total of 10 days, especially in indoor settings.
2. If you test positive for COVID-19 or experience COVID Symptoms, you must isolate, regardless of vaccination status, previous infection, or lack of symptoms. Isolation includes:
 - a. Stay home for a least 5 days.
 - b. Isolation can end after day 5 if symptoms are not present or are resolving, and a diagnostic specimen collected on day 5 or later tests negative.
 - c. If unable to test or choose not to test, and symptoms are not present or are resolving, isolation can end after day 10.
 - d. If fever is present, isolation should be continued until 24 hours have passed without a fever and without using fever-reducing medication.
 - e. If symptoms other than fever are not resolving, continue to isolate until symptoms are resolving or until after day 10.
 - f. Wear a well-fitting mask (N95, KN95 or similar) around others for a total of 10 days, especially in indoor settings.

Please provide notice to the City as soon as possible if you are unable to report to work because of one of the above circumstances. If the nature of your job permits you to telework, you should discuss the possibility of doing so with your supervisor or manager.

Form C: Notification of Close Contact Exposure to COVID-19

If you are unable to report to work for one of the reasons identified above, you may be eligible and qualified to receive statutory or agency-provided leave and benefits during your time away from work. Your ability to telework may affect eligibility for such leaves and benefits. Please find attached a notice providing information about some of the leaves that may be available depending on your particular circumstance. Eligibility for the leaves and/or benefits is governed by applicable statutes for such leaves and/or benefits, as well as the City's policies regarding such leaves and/or benefits. If you would like more information on potentially applicable leaves or benefits, please contact the City's Department of Human Resources at (559) 661-5400, option 8.

The City of Madera's Plan for Cleaning and Disinfecting the Workplace

As the City continues to investigate the specific locations where the COVID-19 positive individual was present, the City will begin to implement a cleaning and disinfection plan pursuant to guidance from the CDC.

If you would like more information on the specific cleaning and disinfecting steps that will be taken, the name, phone number, and email address for the investigating supervisor or appropriate department contact is:

Discrimination and Retaliation Protections While on Leave

The City will not discriminate or retaliate against City employees who qualify for any leaves and/or benefits, nor against any employee for disclosing the results of a positive COVID-19 test or diagnosis or any order to the employee to quarantine or isolate for reasons related to COVID-19.

Attachment:

1. CPP Form B: COVID-19 Related Leave & Benefits that May be Available to You

Form D: Notification of COVID-19 Workplace Exposure

Today's Date:

Applicable City of Madera Worksite Name & Address:

Applicable Date(s) of Workplace Exposure:

The City of Madera (City) has determined that you and a known COVID-19 Case were both present at the identified City worksite during the COVID-19 Case's infectious period on the date or dates noted above. The City is providing this notice as quickly as possible and certain elements of the investigation may still be pending further evaluation. At this time, you are not determined to be a Close Contact unless you receive specific notice of such.

Due to your exposure to COVID-19, you are encouraged to obtain a COVID-19 test unless you have recently recovered from COVID-19 within the last 30 days. To ensure the test provides valid results the test should be administered 3-5 days after last exposure. City employees and their family members may register for free testing through Madera County at the link: <https://go.oncehub.com/MCDPH>. You may also find additional testing resources at <https://myturn.ca.gov>.

If you test positive for COVID-19 or experience COVID Symptoms, you must isolate, regardless of vaccination status, previous infection, or lack of symptoms. Isolation includes:

1. Stay home for a least 5 days.
2. Isolation can end after day 5 if symptoms are not present or are resolving, and a diagnostic specimen collected on day 5 or later tests negative.
3. If unable to test or choose not to test, and symptoms are not present or are resolving, isolation can end after day 10.
4. If fever is present, isolation should be continued until 24 hours have passed without a fever and without using fever-reducing medication.
5. If symptoms other than fever are not resolving, continue to isolate until symptoms are resolving or until after day 10.
6. Wear a well-fitting mask (N95, KN95 or similar) around others for a total of 10 days, especially in indoor settings.

Please provide notice to the City as soon as possible if you are unable to report to work because of one of the above circumstances. If the nature of your job permits you to telework, you should discuss the possibility of doing so with your supervisor or manager.

If you are unable to report to work for one of the reasons identified above, you may be eligible and qualified to receive statutory or agency-provided leave and benefits during your time away from work. Your ability to telework may affect eligibility for such leaves and benefits. Please find attached a notice providing information about some of the leaves that may be available

Form D: Notification of COVID-19 Workplace Exposure

depending on your particular circumstance. Eligibility for the leaves and/or benefits is governed by applicable statutes for such leaves and/or benefits, as well as the City's policies regarding such leaves and/or benefits. If you would like more information on potentially applicable leaves or benefits, please contact the City's Department of Human Resources at (559) 661-5400, option 8.

The City of Madera's Plan for Cleaning and Disinfecting the Workplace

As the City continues to investigate the specific locations where the COVID-19 positive individual was present, the City will begin to implement a cleaning and disinfection plan pursuant to guidance from the CDC.

If you would like more information on the specific cleaning and disinfecting steps that will be taken, the name, phone number, and email address for the investigating supervisor or appropriate department contact is:

Discrimination and Retaliation Protections While on Leave

The City will not discriminate or retaliate against City employees who qualify for any leaves and/or benefits, nor against any employee for disclosing the results of a positive COVID-19 test or diagnosis or any order to the employee to quarantine or isolate for reasons related to COVID-19.

Form E: Notification of COVID-19 Workplace Exposure - Representative

Today's Date:

Bargaining unit:

Applicable City of Madera Worksite(s) Name & Address:

Applicable Date(s) of Workplace Exposure:

Notification type (check all that apply):

Close Contact

Confirmed COVID-19 Case

The City of Madera (City) has determined that an employee represented by your bargaining unit is a COVID-19 Case or a Close Contact, as indicated above. The City is providing this notice as quickly as possible and certain elements of the investigation may still be pending further evaluation. If a COVID-19 Case was onsite at a City worksite during their Infectious Period, the City has provided notices to applicable employees. Any employee determined to be a Close Contact has also received notice. The COVID-19 Case and Close Contacts, if applicable, have received a copy of Form B: COVID-19 Related Leave & Benefits that May be Available to You.

The City of Madera's Plan for Cleaning and Disinfecting the Workplace

As the City continues to investigate the specific locations where the COVID-19 positive individual was present, the City will begin to implement a cleaning and disinfection plan pursuant to guidance from the CDC.

If you would like more information on the specific cleaning and disinfecting steps that will be taken, the name, phone number, and email address for the investigating supervisor or appropriate department contact is:

Discrimination and Retaliation Protections While on Leave

The City will not discriminate or retaliate against City employees who qualify for any leaves and/or benefits, nor against any employee for disclosing the results of a positive COVID-19 test or diagnosis or any order to the employee to quarantine or isolate for reasons related to COVID-19.



COVID-19 Positive Test Report

Please complete one report for each positive COVID-19 test. Submit by email to COVIDREPORTING@Aims4Claims.com or by fax to (916) 563-1919.

Note: This report does not generate a claim, nor does a claim qualify as a report. To submit a claim, please follow your internal reporting procedures.

Overview

If you are aware of an employee testing positive for COVID-19 on or after July 6, 2020, you must report it to your claims administrator (California Labor Code Section 3212.88).

- Positive COVID-19 test results on or from July 6, 2020 through September 17, 2020 must be reported to your claims administrator by October 29, 2020.
- Positive COVID-19 test results after September 17, 2020 require reporting within 3 business days of knowledge (or when it should reasonably have been known).

Employer information

Employer Name: _____

Number of employees: _____ Primary contact: _____

Contact phone: _____ Contact Email: _____

Fax: _____ Today's date: _____

COVID-19 test result information

Tracking Number: _____

This is an internal number you assign to track what has been reported. Do not include any Personal Identifiable Information (such as SSN, DOB, etc.) in this report.

Reported as Industrial: ____ Yes ____ No

Date of positive COVID-19 test: _____

This is the sample collection date. Test must be a Polymerase Chain Reaction (PCR) or other viral testing approved by the FDA. Serologic (antibody) testing is not a viable test.

Date employer notified of positive COVID-19 test result: _____

Date employee last worked before positive COVID-19 test result: _____

Form F: AIMS COVID-19 Positive Test Report

Employee work location

List **all** locations where employee worked at your direction during the 14-day period prior to the positive test result.

Location: Street address including suite and/or building number, city, state and zip code of work location.

Highest #: Highest daily number of employees at each location.

- If the positive test occurred on or after September 17, 2020, enter highest daily number of employees in the 45 days prior to last day the employee worked.
- If the positive test occurred between July 6, 2020 and September 16, 2020, enter highest daily number of employees during that timespan.

Ordered Closure: If a location was ordered to close by a local public health department, the State Department of Public Health, the Division of Occupational Safety and Health, or a school superintendent due to risk of infection with COVID- 19, who ordered the closure, and when.

Location	Highest #	Ordered Closure
		☐ No ☐ Yes. Date of order: _____ Ordered by: _____
		☐ No ☐ Yes. Date of order: _____ Ordered by: _____
		☐ No ☐ Yes. Date of order: _____ Ordered by: _____
		☐ No ☐ Yes. Date of order: _____ Ordered by: _____
		☐ No ☐ Yes. Date of order: _____ Ordered by: _____
		☐ No ☐ Yes. Date of order: _____ Ordered by: _____
		☐ No ☐ Yes. Date of order: _____ Ordered by: _____

Name (Print): _____ Date: _____

Submit your report

Email your completed report to COVIDREPORTING@Aims4Claims.com or fax it to (916) 563-1919.

Form G: COVID-19 Outbreak Investigation

City Worksite Name & Address:

Investigating Supervisor Name:

Department Director Name:

Date outbreak commenced:

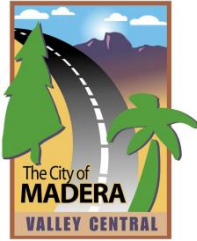
Date outbreak investigation occurred:

Please answer the following questions:

Required Questions	Department Answer
Are employees encouraged to stay home when sick?	
Are employees encouraged to seek a COVID-19 test if symptomatic?	
Are employees encouraged to seek a COVID-19 test if they are identified as a Close Contact?	
Have you ensured or investigated whether the supply of outdoor air to indoor workplaces has been maximized?	
Have you ensured or investigated whether air is filtered when passing through the HVAC system?	
Do you encourage physical distancing as a method of preventing the spread of COVID-19?	
Are employees allowed to voluntarily wear face coverings?	
Are employees trained in procedures to prevent the spread of COVID-19?	
Date of last department training on CPP and prevention of COVID-19	

Did any existing conditions in the workplace or employee behavior contribute to the current COVID-19 Outbreak status?

Please list any measures you will be taking in response to the current COVID-19 Outbreak at your worksite:



REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: March 1, 2023

Agenda Number: B-4

SUBJECT:

Second Amendment to Agreement with Carollo Engineers for Professional Engineering Design Services for a Water Storage Tank, Pump Station, and Transmission Main

RECOMMENDATION:

Adopt a Resolution Approving Amendment No. 2 to the Consulting Services Agreement with Carollo Engineers for Professional Engineering Design Services for a Water Storage Tank, Pump Station, and Transmission Main to extend the Agreement including an updated fee schedule

SUMMARY:

On September 5, 2018, Council approved an agreement with Carollo Engineers, Inc. (Carollo) for professional engineering design services for a new water storage tank, pump station, and transmission main, which included a Base Fee and optional Extra Services, for a Total Fee of \$362,430. On April 21, 2021, the City approved Amendment No. 1, which extended the agreement to December 30, 2022. Delays in purchasing real property related to this project require the design agreement's extension to April 25, 2024.

It is noted that adopting the proposed 2023 Fee Schedule will increase costs for the remaining work by \$51,013; however, a corresponding reduction of the Base Fee and Optional Task work items will offset extra costs. These changes to the contract will not affect the Total Fee, which remains at \$362,430.

DISCUSSION:

The scope of work for the original agreement with Carollo covers the initial preliminary design phase and environmental review. Detailed design and bidding support services will be included in a future contract amendment after the preliminary design has been completed and approved by Council.

Early in the process, Carollo coordinated with Akel Engineering, the City's Water Master Plan and Modeling Consultant, for projected system demands and modeling analyses. Council was presented with tank sizing, configuration, and phasing options. More recent efforts have focused on tank location and evaluation of potential sites. The City is pursuing land acquisition for the tank site. The process for acquiring land is lengthy and requires site selection, appraisals, and offers to acquire property. The land acquisition process must be completed prior to the final design work. The land acquisition process has delayed the design contract, resulting in the need for Carollo to extend the design contract. Carollo agrees to extend the contract to April 25, 2024, for the completion of this work under the original terms, subject to the inclusion of the updated fee schedule.

Since 2018, when the original contract was awarded, Carollo's Standard Fee Schedule has risen 21 percent. To date, 45 percent of the work has been completed. The cost for the remaining work totals \$242,917. Completing the remaining work at the 2023 Carollo Fee Schedule will increase project costs by \$51,013. While the 2023 Fee schedule has increased costs, several Tasks within the original project work scope have been reduced, this includes:

- Reduction in Design Tasks
- Optional Funding Application Assistance and
- Engineering Standards Development.

The net effect is that the overall project contract with Carollo is unchanged and remains at \$362,430.

The remaining activities under the current agreement include final tank site selection, preparation of the environmental document, preliminary pipeline routing designs, project phasing, delivery, and budgetary cost estimate.

FINANCIAL IMPACT:

Funding for City Project W-T-0001 includes in the Fiscal Year 2022/23 Capital Projects Budgets from Water Utility Funds (i.e., water utility ratepayers). Staff identified \$454,700 in the City's Capital Project budget for said improvements.

ALTERNATIVES:

Should Council not approve the Amendment, the further direction would be needed for Staff to proceed with the Project.

ATTACHMENTS:

1. Resolution
Exhibit A – Amendment No. 2 to Agreement
Attachment A, 2023 Carollo Fee Schedule

Attachment 1

Resolution

RESOLUTION NO. 23 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING AMENDMENT NO. 2 TO AGREEMENT WITH CAROLLO
ENGINEERS, INC. FOR PROFESSIONAL ENGINEERING DESIGN SERVICES
FOR A WATER STORAGE TANK, PUMP STATION, AND TRANSMISSION
MAIN FOR THE CITY OF MADERA**

WHEREAS, the City of Madera has identified in the 2014 Water System Master Plan a new ground-level storage tank, pump station and associated transmission mains in northeast Madera (Project); and

WHEREAS, the Project is included in the FY 2022/23 Budget for Capital Projects: and

WHEREAS, the City of Madera entered into an agreement on September 5, 2018 with Carollo Engineers, Inc. for professional engineering design services for the Project (Agreement); and

WHEREAS, the City of Madera entered into an Amendment No. 1 to Agreement on April 21, 2021 with Carollo Engineers, Inc. to extend the terms of the agreement to December 30, 2022; and

WHEREAS, it is necessary to extend the term of the Agreement to complete the scope of work as defined in the Agreement and to update the fee schedule.

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

1. The recitals listed above are true and correct.
2. The City approves Amendment No. 2 to the Agreement with Carollo Engineers, Inc. for Professional Engineering Design Services Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated by reference.
3. The Resolution is effective immediately upon adoption.

* * * * *

EXHIBIT A

Amendment No. 2

Agreement with Carollo Engineers for Water Storage Tank,
Pump Station, and Transmission Main

AMENDMENT NO. 2

AGREEMENT WITH CAROLLO ENGINEERS, INC., FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR A WATER STORAGE TANK, PUMP STATION, AND TRANSMISSION MAIN FOR THE CITY OF MADERA

This Amendment No. 2 to the Professional Engineering Services Agreement ("Amendment No. 2") is entered between the City of Madera, a Municipal Corporation ("City"), and Carollo Engineers, Inc., located in Fresno CA, ("Consultant").

RECITALS

WHEREAS, on September 5, 2018, City and the Consultant entered into an Agreement for professional engineering services for a water storage tank, pump station, and transmission main ("Agreement"); and

WHEREAS, on April 21, 2021, City and the Consultant entered into an Amendment No. 1 to Agreement for professional engineering services for a water storage tank, pump station, and transmission main ("Amendment No. 1 to Agreement") to extend the contract completion date to December 30, 2022; and

WHEREAS, City and Consultant wish to amend the term of the Agreement to allow for completion of the professional engineering services as described in the Agreement including approval of an updated fee schedule.

AGREEMENT

Based on the foregoing recitals, the Parties hereto mutually agree as follows:

- A. SECTION 11. TIME OF COMPLETION Subsection D is amended as follows: "The expiration date of the Agreement is extended to April 25, 2024."
- B. EXHIBIT C, "Hourly Rate Schedule" shall be replaced with Attachment A "Carollo Engineers, Inc. Fee Schedule" dated January 1, 2023, which shall be applicable to all work commencing January 1, 2023.
- C. Any work provided and payments made during the expired period are hereby ratified by the City pursuant to Exhibit C, dated January 1, 2023.

- D. Except as amended by this Amendment No. 2, all other terms, and conditions of the Agreement, as amended, remain in full force and effect.
- E. This Amendment No. 2 to the Agreement shall be effective upon full execution by both parties.

(SIGNATURES ON NEXT PAGE)

CITY OF MADERA

A municipal corporation of
the State of California

By: _____
Santos Garcia, Mayor

Date: _____

CAROLLO ENGINEERS, INC.

By: _____

By: _____

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Hilda Cantu Montoy, City Attorney

Date: _____

ATTACHMENT A

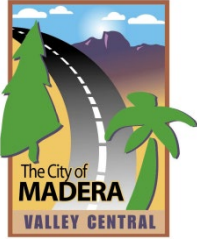
2023 Carollo Fee Schedule

**CAROLLO ENGINEERS, INC.
FEE SCHEDULE**

As of January 1, 2023

	<u>Hourly Rate</u>
Engineers/Scientists	
Assistant Professional	\$200.00
Professional	251.00
Project Professional	296.00
Lead Project Professional	314.00
Senior Professional	339.00
Technicians	
Technicians	150.00
Senior Technicians	218.00
Support Staff	
Document Processing / Clerical	127.00
Project Equipment Communication Expense (PECE) Per DL Hour	14.00
Other Direct Expenses	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate Effective January 1, 2023	\$.625 per mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%
Expert Witness	Rate x 2.0

This fee schedule is subject to annual revisions due to labor adjustments.



REPORT TO CITY COUNCIL

Approved by:

Dino Lawson, Chief of Police

Arnoldo Rodriguez, City Manager

Council Meeting of: March 1, 2023

Agenda Number: B-5

SUBJECT:

Acceptance of an Officer Wellness and Mental Health grant award from the Board of State and Community Corrections

RECOMMENDATION:

Adopt a Resolution accepting the grant award in the amount of \$40,720.79

SUMMARY:

California Assembly Bill 178 (AB 178), the Budget Act of 2022, provided funding for the Officer Wellness and Mental Health Grant Program for the purpose of improving officer wellness and expanding mental health sources. The Board of State and Community Corrections (BSCC) is administering the program and awarding grant amounts to public safety agencies based on a formula provided by the California Department of Finance. Per this schedule, the City is scheduled to receive \$40,720.79. As a recipient of these funds, the City will be required to submit annual reports in December 2023 and 2024, with a final report due December 2025 detailing expenditures and the impact each investment had on officer wellness. The proposed resolution accepts the grant. Staff is currently developing an expenditure plan for the funds and will bring the expenditure plan for future consideration by the City Council once all options have been considered and vetted.

DISCUSSION:

The California Budget Act of 2022 made appropriations for the support of the state government for the 2022-23 fiscal year. AB 178 amended the Budget Act of 2022 by amending, adding, and repealing items of appropriation and making other changes. Section 172 of AB 178 amended Item 5227-121-0001 of Section 2.00 of the Budget Act of 2022 to make \$50 million available for the Officer Wellness and Mental Health Grant Program for the purpose of improving officer wellness and expanding mental health sources. For purposes of the grant, officer is as defined in Penal Code 830.1, which for the City would be sworn police officers. The grant program will be

administered by the Board of State and Community Corrections, with funds allocated based on a schedule provided by the California Department of Finance. Based on the published schedule, provided as Attachment 1 to this report, the City will receive \$40,720.79.

The funds must be expended for activities designed to improve officer wellness and expand mental health sources. The grant outlines the following as approved activities:

- Establishing or expanding officer wellness units
- Establishing or expanding peer support units
- Services provided by a licensed mental health professional, counselor, or other professional that works with law enforcement
- Expanding multiagency mutual aid programs focused on officer wellness and mental health
- Other programs and services that are evidence-based or have a successful track record of enhancing officer wellness

The City will receive the funds upfront rather than through a reimbursement process. Per the published grant program's Frequently Asked Questions (FAQs), provided as Attachment 2 to this report, funds have been distributed. While the funds will be received during the current fiscal year, the City will have through December 31, 2025 to expend all funds. The City will be required to file brief expenditure reports annually in December 2023, 2024, and 2025. A final report will be due in December 2025 providing narrative information on how the funding was used and the impact of the resources on the officers who received the services or benefitted from the grant program. The Police Department will complete all reporting requirements.

Staff is currently evaluating various options for the expenditure of the funds to benefit sworn staff members in compliance with the grant requirements. Once an expenditure plan is developed, the item will be brought to Council for consideration either as part of the annual budget process or as a stand-alone budget amendment, depending on timing.

FINANCIAL IMPACT:

The City was awarded a total amount of \$40,720.79 for officer wellness and mental health sources. The City does not anticipate spending these funds in the current Fiscal Year. For this reason, staff is requesting Council simply accept the grant funds on behalf of the City.

ALTERNATIVES:

Council may decline the grant funds or may request additional information.

ATTACHMENTS:

1. Officer Wellness and Mental Health Grant Program Funding Distribution Schedule
2. Officer Wellness and Mental Health Grant Program Frequently Asked Questions (FAQs)
3. Resolution accepting the grant award

Officer Wellness and Mental Health Grant Program

Funding Distribution Schedule

COUNTY	AGENCY NAME	AWARD AMOUNT
ALAMEDA COUNTY	ALAMEDA CO SD/CORONER	\$ 709,103.49
ALAMEDA COUNTY	ALAMEDA PD	\$ 47,741.62
ALAMEDA COUNTY	ALBANY PD	\$ 20,000.00
ALAMEDA COUNTY	BAY AREA RAPID TRANSIT PD	\$ 145,331.11
ALAMEDA COUNTY	BERKELEY PD	\$ 106,014.48
ALAMEDA COUNTY	EAST BAY REG PARK DPS	\$ 37,912.46
ALAMEDA COUNTY	EMERYVILLE PD	\$ 28,000.00
ALAMEDA COUNTY	FREMONT PD	\$ 117,949.89
ALAMEDA COUNTY	HAYWARD PD	\$ 113,737.39
ALAMEDA COUNTY	LIVERMORE PD	\$ 63,187.44
ALAMEDA COUNTY	NEWARK PD	\$ 34,402.05
ALAMEDA COUNTY	OAKLAND PD	\$ 483,032.87
ALAMEDA COUNTY	PIEDMONT PD	\$ 15,000.00
ALAMEDA COUNTY	PLEASANTON PD	\$ 54,762.45
ALAMEDA COUNTY	SAN LEANDRO PD	\$ 49,847.87
ALAMEDA COUNTY	UNION CITY PD	\$ 47,039.54
ALPINE COUNTY	ALPINE CO SO	\$ 15,000.00
AMADOR COUNTY	AMADOR CO SO/CORONER	\$ 32,997.89
AMADOR COUNTY	IONE PD	\$ 15,000.00
AMADOR COUNTY	JACKSON PD	\$ 15,000.00
AMADOR COUNTY	SUTTER CREEK PD	\$ 15,000.00
BUTTE COUNTY	BUTTE CO SO/CORONER	\$ 122,162.38
BUTTE COUNTY	CHICO PD	\$ 65,293.69
BUTTE COUNTY	GRIDLEY PD	\$ 15,000.00
BUTTE COUNTY	OROVILLE PD	\$ 15,000.00
BUTTE COUNTY	PARADISE PD	\$ 15,000.00
CALAVERAS COUNTY	ANGELS CAMP PD	\$ 15,000.00
CALAVERAS COUNTY	CALAVERAS CO SD	\$ 40,018.71
COLUSA COUNTY	COLUSA COUNTY SD	\$ 25,000.00
COLUSA COUNTY	COLUSA PD	\$ 15,000.00
COLUSA COUNTY	WILLIAMS PD	\$ 15,000.00
CONTRA COSTA COUNTY	ANTIOCH PD	\$ 77,229.09
CONTRA COSTA COUNTY	BRENTWOOD PD	\$ 46,337.46
CONTRA COSTA COUNTY	CLAYTON PD	\$ 15,000.00
CONTRA COSTA COUNTY	CONCORD PD	\$ 93,376.99
CONTRA COSTA COUNTY	CONTRA COSTA CO SO/CORONER	\$ 435,993.33
CONTRA COSTA COUNTY	EL CERRITO PD	\$ 25,000.00
CONTRA COSTA COUNTY	HERCULES PD	\$ 20,000.00
CONTRA COSTA COUNTY	KENSINGTON PD	\$ 15,000.00
CONTRA COSTA COUNTY	MARTINEZ PD	\$ 28,000.00
CONTRA COSTA COUNTY	MORAGA PD	\$ 15,000.00
CONTRA COSTA COUNTY	OAKLEY PD	\$ 28,000.00
CONTRA COSTA COUNTY	PINOLE PD	\$ 20,000.00
CONTRA COSTA COUNTY	PITTSBURG PD	\$ 62,485.36
CONTRA COSTA COUNTY	PLEASANT HILL PD	\$ 30,891.64
CONTRA COSTA COUNTY	RICHMOND PD	\$ 83,547.84
CONTRA COSTA COUNTY	SAN PABLO PD	\$ 37,912.46
CONTRA COSTA COUNTY	SAN RAMON PD	\$ 46,337.46
CONTRA COSTA COUNTY	WALNUT CREEK PD	\$ 51,252.03

COUNTY	AGENCY NAME	AWARD AMOUNT
DEL NORTE COUNTY	CRESCENT CITY PD	\$ 15,000.00
DEL NORTE COUNTY	DEL NORTE COUNTY SO	\$ 15,000.00
EL DORADO COUNTY	EL DORADO CO SO	\$ 117,247.80
EL DORADO COUNTY	PLACERVILLE PD	\$ 15,000.00
EL DORADO COUNTY	SOUTH LAKE TAHOE PD	\$ 28,000.00
FRESNO COUNTY	CLOVIS PD	\$ 73,718.68
FRESNO COUNTY	COALINGA PD	\$ 15,000.00
FRESNO COUNTY	FIREBAUGH PD	\$ 15,000.00
FRESNO COUNTY	FOWLER PD	\$ 15,000.00
FRESNO COUNTY	FRESNO CO SO	\$ 288,555.97
FRESNO COUNTY	FRESNO PD	\$ 557,453.63
FRESNO COUNTY	HURON PD	\$ 15,000.00
FRESNO COUNTY	KERMAN PD	\$ 25,000.00
FRESNO COUNTY	KINGSBURG PD	\$ 20,000.00
FRESNO COUNTY	MENDOTA PD	\$ 15,000.00
FRESNO COUNTY	ORANGE COVE PD	\$ 15,000.00
FRESNO COUNTY	PARLIER PD	\$ 15,000.00
FRESNO COUNTY	REEDLEY PD	\$ 25,000.00
FRESNO COUNTY	SANGER PD	\$ 28,000.00
FRESNO COUNTY	SELMA PD	\$ 28,000.00
GLENN COUNTY	GLENN CO SO/CORONER	\$ 30,891.64
GLENN COUNTY	ORLAND PD	\$ 15,000.00
HUMBOLDT COUNTY	ARCATA PD	\$ 20,000.00
HUMBOLDT COUNTY	EUREKA PD	\$ 28,000.00
HUMBOLDT COUNTY	FERNDALE PD	\$ 15,000.00
HUMBOLDT COUNTY	FORTUNA PD	\$ 15,000.00
HUMBOLDT COUNTY	HUMBOLDT CO SO	\$ 128,481.13
HUMBOLDT COUNTY	RIO DELL PD	\$ 15,000.00
IMPERIAL COUNTY	BRAWLEY PD	\$ 20,000.00
IMPERIAL COUNTY	CALEXICO PD	\$ 20,000.00
IMPERIAL COUNTY	CALIPATRIA PD	\$ 15,000.00
IMPERIAL COUNTY	EL CENTRO PD	\$ 28,083.31
IMPERIAL COUNTY	IMPERIAL CO SO	\$ 63,187.44
IMPERIAL COUNTY	IMPERIAL PD	\$ 15,000.00
IMPERIAL COUNTY	WESTMORLAND PD	\$ 15,000.00
INYO COUNTY	BISHOP PD	\$ 15,000.00
INYO COUNTY	INYO COUNTY SO	\$ 28,000.00
KERN COUNTY	ARVIN PD	\$ 15,000.00
KERN COUNTY	BAKERSFIELD PD	\$ 305,405.96
KERN COUNTY	BEAR VALLEY PD	\$ 15,000.00
KERN COUNTY	CALIFORNIA CITY PD	\$ 15,000.00
KERN COUNTY	DELANO PD	\$ 33,699.97
KERN COUNTY	KERN COUNTY SO	\$ 501,989.10
KERN COUNTY	MCFARLAND PD	\$ 15,000.00
KERN COUNTY	RIDGECREST PD	\$ 25,000.00
KERN COUNTY	SHAFTER PD	\$ 25,000.00
KERN COUNTY	STALLION SPRINGS PD	\$ 15,000.00
KERN COUNTY	TAFT PD	\$ 15,000.00
KERN COUNTY	TEHACHAPI PD	\$ 15,000.00
KINGS COUNTY	AVENAL PD	\$ 15,000.00
KINGS COUNTY	CORCORAN PD	\$ 15,000.00
KINGS COUNTY	HANFORD PD	\$ 42,827.04

COUNTY	AGENCY NAME	AWARD AMOUNT
KINGS COUNTY	KINGS CO SHERIFF'S OFFICE	\$ 136,204.04
KINGS COUNTY	LEMOORE PD	\$ 28,000.00
LAKE COUNTY	CLEARLAKE PD	\$ 20,000.00
LAKE COUNTY	LAKE CO SO	\$ 64,591.60
LAKE COUNTY	LAKEPORT PD	\$ 15,000.00
LASSEN COUNTY	LASSEN CO SO	\$ 38,614.55
LASSEN COUNTY	SUSANVILLE PD	\$ 15,000.00
LOS ANGELES COUNTY	ALHAMBRA PD	\$ 56,868.70
LOS ANGELES COUNTY	ARCADIA PD	\$ 45,635.37
LOS ANGELES COUNTY	AZUSA PD	\$ 36,508.30
LOS ANGELES COUNTY	BALDWIN PARK PD	\$ 40,720.79
LOS ANGELES COUNTY	BELL GARDENS PD	\$ 32,295.80
LOS ANGELES COUNTY	BELL PD	\$ 25,000.00
LOS ANGELES COUNTY	BEVERLY HILLS PD	\$ 94,781.16
LOS ANGELES COUNTY	BURBANK PD	\$ 103,908.23
LOS ANGELES COUNTY	CLAREMONT PD	\$ 28,000.00
LOS ANGELES COUNTY	COVINA PD	\$ 40,720.79
LOS ANGELES COUNTY	CULVER CITY PD	\$ 70,910.35
LOS ANGELES COUNTY	DOWNEY PD	\$ 80,037.42
LOS ANGELES COUNTY	EL MONTE PD	\$ 75,824.93
LOS ANGELES COUNTY	EL SEGUNDO PD	\$ 37,912.46
LOS ANGELES COUNTY	GARDENA PD	\$ 60,379.11
LOS ANGELES COUNTY	GLENDALE PD	\$ 162,883.18
LOS ANGELES COUNTY	GLENORA PD	\$ 34,402.05
LOS ANGELES COUNTY	HAWTHORNE PD	\$ 64,591.60
LOS ANGELES COUNTY	HERMOSA BEACH PD	\$ 28,000.00
LOS ANGELES COUNTY	HUNTINGTON PARK PD	\$ 37,210.38
LOS ANGELES COUNTY	INGLEWOOD PD	\$ 120,056.14
LOS ANGELES COUNTY	IRWINDALE PD	\$ 25,000.00
LOS ANGELES COUNTY	LA VERNE PD	\$ 28,000.00
LOS ANGELES COUNTY	LONG BEACH PD	\$ 520,243.25
LOS ANGELES COUNTY	LOS ANGELES CO SD	\$ 6,548,325.00
LOS ANGELES COUNTY	LOS ANGELES PD	\$ 6,499,179.21
LOS ANGELES COUNTY	MANHATTAN BEACH PD	\$ 40,720.79
LOS ANGELES COUNTY	MONROVIA PD	\$ 32,295.80
LOS ANGELES COUNTY	MONTEBELLO PD	\$ 47,741.62
LOS ANGELES COUNTY	MONTEREY PARK PD	\$ 49,847.87
LOS ANGELES COUNTY	PALOS VERDES ESTATES PD	\$ 15,000.00
LOS ANGELES COUNTY	PASADENA PD	\$ 152,351.94
LOS ANGELES COUNTY	POMONA PD	\$ 105,312.40
LOS ANGELES COUNTY	REDONDO BEACH PD	\$ 63,187.44
LOS ANGELES COUNTY	SAN FERNANDO PD	\$ 25,000.00
LOS ANGELES COUNTY	SAN GABRIEL PD	\$ 32,997.89
LOS ANGELES COUNTY	SAN MARINO PD	\$ 25,000.00
LOS ANGELES COUNTY	SANTA MONICA PD	\$ 141,118.62
LOS ANGELES COUNTY	SIERRA MADRE PD	\$ 15,000.00
LOS ANGELES COUNTY	SIGNAL HILL PD	\$ 28,000.00
LOS ANGELES COUNTY	SOUTH GATE PD	\$ 51,954.12
LOS ANGELES COUNTY	SOUTH PASADENA PD	\$ 28,000.00
LOS ANGELES COUNTY	TORRANCE PD	\$ 141,820.70
LOS ANGELES COUNTY	VERNON PD	\$ 30,189.55
LOS ANGELES COUNTY	WEST COVINA PD	\$ 65,293.69

COUNTY	AGENCY NAME	AWARD AMOUNT
LOS ANGELES COUNTY	WHITTIER PD	\$ 87,058.25
MADERA COUNTY	CHOWCHILLA PD	\$ 20,000.00
MADERA COUNTY	MADERA CO SO	\$ 75,122.84
MADERA COUNTY	MADERA PD	\$ 40,720.79
MARIN COUNTY	BELVEDERE PD	\$ 15,000.00
MARIN COUNTY	CENTRAL MARIN POLICE AUTHORITY	\$ 28,000.00
MARIN COUNTY	FAIRFAX PD	\$ 15,000.00
MARIN COUNTY	MARIN CO SO	\$ 132,693.62
MARIN COUNTY	MILL VALLEY PD	\$ 20,000.00
MARIN COUNTY	NOVATO PD	\$ 39,316.63
MARIN COUNTY	ROSS PD	\$ 15,000.00
MARIN COUNTY	SAN RAFAEL PD	\$ 44,933.29
MARIN COUNTY	SAUSALITO PD	\$ 15,000.00
MARIN COUNTY	TIBURON PD	\$ 15,000.00
MARIPOSA COUNTY	MARIPOSA CO SO	\$ 44,231.21
MENDOCINO COUNTY	FORT BRAGG PD	\$ 15,000.00
MENDOCINO COUNTY	MENDOCINO CO SO	\$ 75,824.93
MENDOCINO COUNTY	UKIAH PD	\$ 20,000.00
MENDOCINO COUNTY	WILLITS PD	\$ 15,000.00
MERCED COUNTY	ATWATER PD	\$ 20,000.00
MERCED COUNTY	DOS PALOS PD	\$ 15,000.00
MERCED COUNTY	GUSTINE PD	\$ 15,000.00
MERCED COUNTY	LIVINGSTON PD	\$ 15,000.00
MERCED COUNTY	LOS BANOS PD	\$ 30,189.55
MERCED COUNTY	MERCED CO SO	\$ 84,249.92
MERCED COUNTY	MERCED PD	\$ 65,995.77
MODOC COUNTY	ALTURAS PD	\$ 15,000.00
MODOC COUNTY	MODOC CO SO	\$ 15,000.00
MONO COUNTY	MAMMOTH LAKES PD	\$ 15,000.00
MONO COUNTY	MONO CO SD	\$ 20,000.00
MONTEREY COUNTY	CARMEL PD	\$ 15,000.00
MONTEREY COUNTY	DEL REY OAKS PD	\$ 15,000.00
MONTEREY COUNTY	GONZALES PD	\$ 15,000.00
MONTEREY COUNTY	GREENFIELD PD	\$ 20,000.00
MONTEREY COUNTY	KING CITY PD	\$ 15,000.00
MONTEREY COUNTY	MARINA PD	\$ 25,000.00
MONTEREY COUNTY	MONTEREY CO SHERIFF'S OFFICE	\$ 196,583.15
MONTEREY COUNTY	MONTEREY PD	\$ 32,997.89
MONTEREY COUNTY	PACIFIC GROVE PD	\$ 20,000.00
MONTEREY COUNTY	SALINAS PD	\$ 96,887.41
MONTEREY COUNTY	SAND CITY PD	\$ 15,000.00
MONTEREY COUNTY	SEASIDE PD	\$ 25,000.00
MONTEREY COUNTY	SOLEDAD PD	\$ 15,000.00
NAPA COUNTY	CALISTOGA PD	\$ 15,000.00
NAPA COUNTY	NAPA CO SO	\$ 72,314.51
NAPA COUNTY	NAPA PD	\$ 44,933.29
NAPA COUNTY	SAINT HELENA PD	\$ 15,000.00
NEVADA COUNTY	GRASS VALLEY PD	\$ 25,000.00
NEVADA COUNTY	NEVADA CITY PD	\$ 15,000.00
NEVADA COUNTY	NEVADA CO SO	\$ 42,827.04
NEVADA COUNTY	TRUCKEE PD	\$ 20,000.00
ORANGE COUNTY	ANAHEIM PD	\$ 260,472.67

COUNTY	AGENCY NAME	AWARD AMOUNT
ORANGE COUNTY	BREA PD	\$ 41,422.88
ORANGE COUNTY	BUENA PARK PD	\$ 58,272.86
ORANGE COUNTY	COSTA MESA PD	\$ 93,376.99
ORANGE COUNTY	CYPRESS PD	\$ 37,210.38
ORANGE COUNTY	FOUNTAIN VALLEY PD	\$ 42,827.04
ORANGE COUNTY	FULLERTON PD	\$ 79,335.34
ORANGE COUNTY	GARDEN GROVE PD	\$ 122,162.38
ORANGE COUNTY	HUNTINGTON BEACH PD	\$ 148,841.52
ORANGE COUNTY	IRVINE PD	\$ 160,776.93
ORANGE COUNTY	LA HABRA PD	\$ 50,549.95
ORANGE COUNTY	LA PALMA PD	\$ 20,000.00
ORANGE COUNTY	LAGUNA BEACH PD	\$ 34,402.05
ORANGE COUNTY	LOS ALAMITOS PD	\$ 15,000.00
ORANGE COUNTY	NEWPORT BEACH PD	\$ 94,079.08
ORANGE COUNTY	ORANGE CO SD/CORONER	\$ 1,285,513.36
ORANGE COUNTY	ORANGE PD	\$ 102,504.07
ORANGE COUNTY	PLACENTIA PD	\$ 32,295.80
ORANGE COUNTY	SANTA ANA PD	\$ 246,431.01
ORANGE COUNTY	SEAL BEACH PD	\$ 28,000.00
ORANGE COUNTY	TUSTIN PD	\$ 65,293.69
ORANGE COUNTY	WESTMINSTER PD	\$ 57,570.78
PLACER COUNTY	AUBURN PD	\$ 15,000.00
PLACER COUNTY	LINCOLN PD	\$ 25,000.00
PLACER COUNTY	PLACER COUNTY SO	\$ 176,222.75
PLACER COUNTY	ROCKLIN PD	\$ 41,422.88
PLACER COUNTY	ROSEVILLE PD	\$ 89,866.58
PLUMAS COUNTY	PLUMAS CO SO	\$ 25,000.00
RIVERSIDE COUNTY	BANNING PD	\$ 28,000.00
RIVERSIDE COUNTY	BEAUMONT PD	\$ 35,104.13
RIVERSIDE COUNTY	BLYTHE PD	\$ 20,000.00
RIVERSIDE COUNTY	CATHEDRAL CITY PD	\$ 34,402.05
RIVERSIDE COUNTY	CORONA PD	\$ 104,610.32
RIVERSIDE COUNTY	DESERT HOT SPRINGS PD	\$ 25,000.00
RIVERSIDE COUNTY	HEMET PD	\$ 48,443.70
RIVERSIDE COUNTY	INDIO PD	\$ 44,933.29
RIVERSIDE COUNTY	MENIFEE PD	\$ 53,358.28
RIVERSIDE COUNTY	MURRIETA PD	\$ 70,910.35
RIVERSIDE COUNTY	PALM SPRINGS PD	\$ 68,804.10
RIVERSIDE COUNTY	RIVERSIDE CO SD	\$ 1,951,087.72
RIVERSIDE COUNTY	RIVERSIDE PD	\$ 245,026.85
SACRAMENTO COUNTY	AMTRAK PD	\$ 25,000.00
SACRAMENTO COUNTY	CITRUS HEIGHTS PD	\$ 54,762.45
SACRAMENTO COUNTY	ELK GROVE PD	\$ 89,866.58
SACRAMENTO COUNTY	FOLSOM PD	\$ 51,252.03
SACRAMENTO COUNTY	GALT PD	\$ 28,000.00
SACRAMENTO COUNTY	SACRAMENTO CO SD	\$ 902,176.22
SACRAMENTO COUNTY	SACRAMENTO PD	\$ 480,926.62
SAN BENITO COUNTY	HOLLISTER PD	\$ 28,000.00
SAN BENITO COUNTY	SAN BENITO CO SO	\$ 37,912.46
SAN BERNARDINO COUNTY	BARSTOW PD	\$ 28,000.00
SAN BERNARDINO COUNTY	CHINO PD	\$ 77,931.18
SAN BERNARDINO COUNTY	COLTON PD	\$ 37,210.38

COUNTY	AGENCY NAME	AWARD AMOUNT
SAN BERNARDINO COUNTY	FONTANA PD	\$ 136,204.04
SAN BERNARDINO COUNTY	MONTCLAIR PD	\$ 32,295.80
SAN BERNARDINO COUNTY	ONTARIO PD	\$ 193,072.73
SAN BERNARDINO COUNTY	REDLANDS PD	\$ 55,464.53
SAN BERNARDINO COUNTY	RIALTO PD	\$ 78,633.26
SAN BERNARDINO COUNTY	SAN BERNARDINO CO SD	\$ 1,347,296.63
SAN BERNARDINO COUNTY	SAN BERNARDINO PD	\$ 172,010.25
SAN BERNARDINO COUNTY	UPLAND PD	\$ 45,635.37
SAN DIEGO COUNTY	CARLSBAD PD	\$ 84,952.00
SAN DIEGO COUNTY	CHULA VISTA PD	\$ 163,585.26
SAN DIEGO COUNTY	CORONADO PD	\$ 30,891.64
SAN DIEGO COUNTY	EL CAJON PD	\$ 82,845.75
SAN DIEGO COUNTY	ESCONDIDO PD	\$ 94,781.16
SAN DIEGO COUNTY	LA MESA PD	\$ 42,124.96
SAN DIEGO COUNTY	NATIONAL CITY PD	\$ 58,272.86
SAN DIEGO COUNTY	OCEANSIDE PD	\$ 142,522.78
SAN DIEGO COUNTY	SAN DIEGO CO SD	\$ 1,809,969.10
SAN DIEGO COUNTY	SAN DIEGO PD	\$ 1,263,046.71
SAN FRANCISCO COUNTY	SAN FRANCISCO CO SO	\$ 536,391.15
SAN FRANCISCO COUNTY	SAN FRANCISCO PD	\$ 1,407,675.74
SAN JOAQUIN COUNTY	ESCALON PD	\$ 15,000.00
SAN JOAQUIN COUNTY	LODI PD	\$ 47,741.62
SAN JOAQUIN COUNTY	MANTECA PD	\$ 51,252.03
SAN JOAQUIN COUNTY	RIPON PD	\$ 20,000.00
SAN JOAQUIN COUNTY	SAN JOAQUIN CO SO	\$ 223,262.29
SAN JOAQUIN COUNTY	STOCKTON PD	\$ 275,918.49
SAN JOAQUIN COUNTY	TRACY PD	\$ 73,718.68
SAN LUIS OBISPO COUNTY	ARROYO GRANDE PD	\$ 20,000.00
SAN LUIS OBISPO COUNTY	ATASCADERO PD	\$ 25,000.00
SAN LUIS OBISPO COUNTY	GROVER BEACH PD	\$ 20,000.00
SAN LUIS OBISPO COUNTY	MORRO BAY PD	\$ 15,000.00
SAN LUIS OBISPO COUNTY	PASO ROBLES PD	\$ 28,000.00
SAN LUIS OBISPO COUNTY	PISMO BEACH PD	\$ 20,000.00
SAN LUIS OBISPO COUNTY	SAN LUIS OBISPO CO SO	\$ 216,943.54
SAN LUIS OBISPO COUNTY	SAN LUIS OBISPO PD	\$ 42,124.96
SAN MATEO COUNTY	ATHERTON PD	\$ 20,000.00
SAN MATEO COUNTY	BELMONT PD	\$ 25,000.00
SAN MATEO COUNTY	BRISBANE PD	\$ 15,000.00
SAN MATEO COUNTY	BROADMOOR PD	\$ 15,000.00
SAN MATEO COUNTY	BURLINGAME PD	\$ 28,000.00
SAN MATEO COUNTY	COLMA PD	\$ 15,000.00
SAN MATEO COUNTY	DALY CITY PD	\$ 63,889.52
SAN MATEO COUNTY	EAST PALO ALTO PD	\$ 25,000.00
SAN MATEO COUNTY	FOSTER CITY PD	\$ 28,000.00
SAN MATEO COUNTY	HILLSBOROUGH PD	\$ 25,000.00
SAN MATEO COUNTY	MENLO PARK PD	\$ 28,785.39
SAN MATEO COUNTY	PACIFICA PD	\$ 25,000.00
SAN MATEO COUNTY	REDWOOD CITY PD	\$ 56,166.61
SAN MATEO COUNTY	SAN BRUNO PD	\$ 31,593.72
SAN MATEO COUNTY	SAN MATEO CO SHERIFF'S OFFICE	\$ 202,199.81
SAN MATEO COUNTY	SAN MATEO PD	\$ 75,122.84
SAN MATEO COUNTY	SOUTH SAN FRANCISCO PD	\$ 53,358.28

COUNTY	AGENCY NAME	AWARD AMOUNT
SANTA BARBARA COUNTY	GUADALUPE PD	\$ 15,000.00
SANTA BARBARA COUNTY	LOMPOC PD	\$ 28,785.39
SANTA BARBARA COUNTY	SANTA BARBARA CO SO	\$ 348,233.00
SANTA BARBARA COUNTY	SANTA BARBARA PD	\$ 82,143.67
SANTA BARBARA COUNTY	SANTA MARIA PD	\$ 83,547.84
SANTA CLARA COUNTY	CAMPBELL PD	\$ 30,189.55
SANTA CLARA COUNTY	GILROY PD	\$ 43,529.13
SANTA CLARA COUNTY	LOS ALTOS PD	\$ 28,000.00
SANTA CLARA COUNTY	LOS GATOS PD	\$ 28,000.00
SANTA CLARA COUNTY	MILPITAS PD	\$ 60,379.11
SANTA CLARA COUNTY	MORGAN HILL PD	\$ 28,000.00
SANTA CLARA COUNTY	MOUNTAIN VIEW PD	\$ 57,570.78
SANTA CLARA COUNTY	PALO ALTO PD	\$ 47,741.62
SANTA CLARA COUNTY	SAN JOSE PD	\$ 758,951.36
SANTA CLARA COUNTY	SANTA CLARA CO SO	\$ 841,095.03
SANTA CLARA COUNTY	SANTA CLARA PD	\$ 98,291.57
SANTA CLARA COUNTY	SUNNYVALE DPS	\$ 139,012.37
SANTA CRUZ COUNTY	CAPITOLA PD	\$ 20,000.00
SANTA CRUZ COUNTY	SANTA CRUZ CO SO	\$ 101,801.99
SANTA CRUZ COUNTY	SANTA CRUZ PD	\$ 50,549.95
SANTA CRUZ COUNTY	SCOTTS VALLEY PD	\$ 15,000.00
SANTA CRUZ COUNTY	WATSONVILLE PD	\$ 47,039.54
SHASTA COUNTY	ANDERSON PD	\$ 15,000.00
SHASTA COUNTY	REDDING PD	\$ 72,314.51
SHASTA COUNTY	SHASTA CO SO	\$ 82,845.75
SIERRA COUNTY	SIERRA CO SHERIFF'S OFFICE	\$ 15,000.00
SISKIYOU COUNTY	ETNA PD	\$ 15,000.00
SISKIYOU COUNTY	LAKE SHASTINA DISTRICT PD	\$ 15,000.00
SISKIYOU COUNTY	MOUNT SHASTA PD	\$ 15,000.00
SISKIYOU COUNTY	SISKIYOU CO SD	\$ 45,635.37
SISKIYOU COUNTY	TULELAKE PD	\$ 15,000.00
SISKIYOU COUNTY	WEED PD	\$ 15,000.00
SISKIYOU COUNTY	YREKA PD	\$ 15,000.00
SOLANO COUNTY	BENICIA PD	\$ 28,000.00
SOLANO COUNTY	DIXON PD	\$ 20,000.00
SOLANO COUNTY	FAIRFIELD PD	\$ 82,143.67
SOLANO COUNTY	SOLANO CO SO	\$ 120,056.14
SOLANO COUNTY	SUISUN CITY PD	\$ 20,000.00
SOLANO COUNTY	VACAVILLE PD	\$ 70,208.27
SOLANO COUNTY	VALLEJO PD	\$ 61,783.27
SONOMA COUNTY	CLOVERDALE PD	\$ 15,000.00
SONOMA COUNTY	COTATI PD	\$ 15,000.00
SONOMA COUNTY	HEALDSBURG PD	\$ 15,000.00
SONOMA COUNTY	PETALUMA PD	\$ 46,337.46
SONOMA COUNTY	ROHNERT PARK DPS	\$ 51,252.03
SONOMA COUNTY	SANTA ROSA PD	\$ 117,247.80
SONOMA COUNTY	SEBASTOPOL PD	\$ 15,000.00
SONOMA COUNTY	SONOMA CO SHERIFF'S OFFICE	\$ 287,151.81
STANISLAUS COUNTY	CERES DPS	\$ 32,997.89
STANISLAUS COUNTY	MODESTO PD	\$ 127,779.04
STANISLAUS COUNTY	NEWMAN PD	\$ 15,000.00
STANISLAUS COUNTY	OAKDALE PD	\$ 20,000.00

COUNTY	AGENCY NAME	AWARD AMOUNT
STANISLAUS COUNTY	STANISLAUS CO SD	\$ 369,997.56
STANISLAUS COUNTY	TURLOCK PD	\$ 57,570.78
SUTTER COUNTY	SUTTER CO SO	\$ 70,910.35
SUTTER COUNTY	YUBA CITY PD	\$ 41,422.88
TEHEMA COUNTY	CORNING PD	\$ 15,000.00
TEHEMA COUNTY	RED BLUFF PD	\$ 20,000.00
TEHEMA COUNTY	TEHAMA CO SO	\$ 47,039.54
TRINITY COUNTY	TRINITY COUNTY SO	\$ 28,000.00
TULARE COUNTY	DINUBA PD	\$ 28,000.00
TULARE COUNTY	EXETER PD	\$ 15,000.00
TULARE COUNTY	FARMERSVILLE PD	\$ 15,000.00
TULARE COUNTY	LINDSAY DPS	\$ 15,000.00
TULARE COUNTY	PORTERVILLE PD	\$ 46,337.46
TULARE COUNTY	TULARE CO SO	\$ 358,062.16
TULARE COUNTY	TULARE PD	\$ 46,337.46
TULARE COUNTY	VISALIA PD	\$ 102,504.07
TULARE COUNTY	WOODLAKE PD	\$ 15,000.00
TUOLUMNE COUNTY	SONORA PD	\$ 15,000.00
TUOLUMNE COUNTY	TUOLUMNE CO SO	\$ 65,293.69
VENTURA COUNTY	OXNARD PD	\$ 152,351.94
VENTURA COUNTY	PORT HUENEME PD	\$ 20,000.00
VENTURA COUNTY	SANTA PAULA PD	\$ 25,000.00
VENTURA COUNTY	SIMI VALLEY PD	\$ 77,229.09
VENTURA COUNTY	VENTURA CO SO	\$ 503,393.27
VENTURA COUNTY	VENTURA PD	\$ 95,483.24
YOLO COUNTY	DAVIS PD	\$ 39,316.63
YOLO COUNTY	WEST SACRAMENTO PD	\$ 47,741.62
YOLO COUNTY	WINTERS PD	\$ 15,000.00
YOLO COUNTY	WOODLAND PD	\$ 47,039.54
YOLO COUNTY	YOLO CO SHERIFF'S OFFICE	\$ 54,060.37
YUBA COUNTY	MARYSVILLE PD	\$ 15,000.00
YUBA COUNTY	WHEATLAND PD	\$ 15,000.00
YUBA COUNTY	YUBA CO SD	\$ 73,016.60

Officer Wellness and Mental Health Grant Program

Frequently Asked Questions (FAQs)

Updated: 02/14/23

Grant Overview

1. Where can I find information about the Officer Wellness and Mental Health grant program?

Information is available on the BSCC website, on the Officer Wellness and Mental Health Grant program webpage: <https://www.bscc.ca.gov/officer-wellness-and-mental-health-grant-program/>.

2. Who is administering the grant funds?

The BSCC, as established in the Budget Act of 2022 (Assembly Bill 178, Chapter 45, Statutes of 2022, Item 5227-121-0001), will administer the funds allocated for the Officer Wellness and Mental Health grant program.

3. Who is eligible to receive these funds?

The Officer Wellness and Mental Health grant funding is limited to agencies employing officers described in Penal Code section 830.1 based on a schedule developed by the Department of Finance.

(https://leginfo.ca.gov/faces/codes_displayText.xhtml?lawCode=PEN&division=&title=3.&part=2.&chapter=4.5.&article=)

4. How were eligible agencies notified of this grant award?

On December 21, 2022, a [memorandum](#) was sent to all police chiefs and sheriffs from the BSCC Chair, Linda Penner notifying each agency of the grant award. The memo also included the grant criteria and a copy of the funding distribution list.

5. How many agencies are receiving funds?

There are 394 agencies receiving funds from this grant program.

6. How much will my agency receive?

All eligible law enforcement agencies will receive a portion of the funds based on the number of eligible officers as described in Penal Code section 830.1. The funding allocation schedule is accessible on the Officer Wellness and Mental Health Grant program webpage and includes the amount each agency will receive.

(<https://www.bscc.ca.gov/wp-content/uploads/BSCC-Distribution-Officer-Wellness-2022-post.pdf>)

7. When will these funds be available?

The BSCC will distribute grant funds at the beginning of 2023, no later than February 15, 2023.

8. How will grant funds be distributed?

Funds for the total amount of the grant award will be issued directly to each eligible law enforcement agency via a warrant (check) from the State Controller's Office (SCO).

**Officer Wellness and Mental Health Grant Program
Frequently Asked Questions (FAQs)**

Updated: 02/14/23

9. How will we know the check is for this grant?

The paystub of the warrant (check) will reference Officer Wellness or Officer Wellness and Mental Health Grant. In addition, the amount of the warrant will match the award amount specified for the respective agency on the funding distribution schedule. (<https://www.bscc.ca.gov/wp-content/uploads/BSCC-Distribution-Officer-Wellness-2022-post.pdf>)

10. Are award funds being distributed as a lump sum or on a reimbursement basis?

The awarded funds are being distributed as a lump sum, upfront at the beginning of the grant.

11. What is the grant period or the term of the grant?

The grant period is from July 01, 2022, to December 01, 2025. All grant funds must be expended by the recipient within the grant period.

The technical start date of the grant term aligns with the effective date of Budget Act of 2022 (Assembly Bill 178, Chapter 45, Statutes of 2022) that made appropriations for the 2022-2023 fiscal year.

12. Are there any requirements to participate in this grant program?

Yes. Participating agencies must submit a [final impact and expenditure report](#) to the BSCC on how the funding was used and a description of the impact of the resources. The BSCC shall provide these reports to the Commission on Peace Officer Standards and Training (POST) and to any designated evaluation entities to assist in their efforts to develop statewide resources and practices related to officer wellness.

See #37 below for more information about reporting requirements. Additional details about the reporting requirements are also available on the BSCC website, on the Officer Wellness and Mental Health Grant program webpage:

<https://www.bscc.ca.gov/officer-wellness-and-mental-health-grant-program/>. Scroll down to the Reporting Requirements section.

13. Is a formal grant agreement (Standard Agreement, form STD 213) required to be executed before funds can be spent?

No.

14. What is the process for making purchases?

Each grantee should refer to their respective city or county procurement policies and procedures and follow generally accepted accounting principles.

15. What is the last date the funds can be spent?

The last date the agency may spend grant funds is on December 01, 2025, the end of the grant period. It's also the same date the final report is due. Funds may not be

Officer Wellness and Mental Health Grant Program Frequently Asked Questions (FAQs)

Updated: 02/14/23

encumbered on this date for payment on a future date. Final checks or transactions must be issued on or before December 01, 2025.

16. Are these the same funds as those being administered by POST?

No. Although the BSCC is working with the Commission on Peace Officer Standards and Training (POST), funding for this grant program is concurrent with, but separate and distinct from wellness funding received and administered by POST.

Grantees are eligible to apply for additional support, guidance, and resources through POST, referred to as the POST Organizational Wellness and Resilience (POWR) program. See #35 below for more details.

Use of Funds

17. What can these funds be used for?

These funds are designed to improve officer wellness and expand mental health sources. Per the statute, the funding may be used for any of the following purposes:

- Establishing or expanding officer wellness units*
- Establishing or expanding peer support units*
- Services provided by a licensed mental health professional, counselor or other professional that works with law enforcement*
- Expanding multiagency mutual aid programs focused on officer wellness and mental health*
- Other programs and services that are evidence-based or have a successful track record of enhancing officer wellness*

18. The criteria for the use of funds are very broad. Are there any other details that can be provided that give more specific information about these five areas?

The five allowable uses are broad in nature. This was by design so that each grantee could determine how to utilize the funds to best meet the needs of the peace officers within their respective agency.

19. Are officer wellness units and peer support units one in the same with different titles?

Officer wellness units are most often different from peer support units; however, one may be a subcomponent of the other. If that is the case, peer support units or programs would likely be a subcomponent of a comprehensive officer wellness unit.

20. Does the BSCC review the proposed expenditures before they are made to either approve or deny them?

No. The BSCC will provide guidance and technical assistance for grantees, but the BSCC will not approve specific expenditures. If an agency has questions or concerns about the types of expenses that may be applicable or allowable, we

Officer Wellness and Mental Health Grant Program Frequently Asked Questions (FAQs)

Updated: 02/14/23

recommend consulting with your city attorney or county counsel to ensure funds are expended in accordance with applicable law(s).

21. What is the definition of “officer wellness”?

“Officer wellness” means the consideration of the physical, emotional, or mental condition or wellbeing of an officer. Officer wellness programs are services or programs that are intended to support or improve the physical, emotional, or mental condition or wellbeing of an officer.

22. Are there resources about programs and services that are evidence-based or have a successful track record of enhancing officer wellness?

Yes. Many of the resources listed on the BSCC website, on the Officer Wellness and Mental Health Grant program webpage, contain research information and lessons learned, as well as highlight programs with successful outcomes.

(<https://www.bscc.ca.gov/officer-wellness-and-mental-health-grant-program/>)

23. Can grant funds be used to support non-sworn department or agency staff?

No. This grant is restricted to programs and services to support peace officers as defined by Penal Code (PC) section 830.1. (<https://codes.findlaw.com/ca/penal-code/pen-sect-830-1/>)

24. Does this grant just have to do with mental health?

No, this grant is applicable for officer wellness and/or peer support programs or services that deal with physical, emotional, and/or mental health.

25. Is this grant just for training?

No, but it may include training. See #26 below for more details.

26. Can grant funds be spent on training?

Yes. Training may be allowable if the training is for establishing or expanding officer wellness or peer support units or for expanding multiagency mutual aid programs focused on officer wellness and mental health. Training may also be allowable if it is a direct program or services being provided to peace officers by a licensed mental health professional, counselor or other professional that works with law enforcement or if it is a direct program or service that is evidence-based or has a successful track record of enhancing officer wellness.

27. Can this funding be used for staffing costs?

Grant funds may be used for staffing costs for the purpose of establishing or expanding an officer wellness and/or a peer support unit, for expanding multiagency mutual aid programs focused on officer wellness and mental health, or for providing programs and services that are evidence-based or have a successful track record of enhancing officer wellness as long as supplanting does not occur. Grant funds should not be used to backfill for officers receiving services.

**Officer Wellness and Mental Health Grant Program
Frequently Asked Questions (FAQs)**

Updated: 02/14/23

28. Does this grant allow us to purchase equipment for our Officer Wellness Program?

Yes, the purchase of equipment may be an allowable expense as long as it is for establishing or expanding officer wellness or peer support units or if it is for the provision of programs and services that are evidence-based or have a successful track record of enhancing officer wellness.

29. Can these funds be used to replace or add fitness equipment in the gym at our headquarters?

Yes, as long as the fitness equipment is to establish or expand an officer wellness unit or to provide a program or services that is accessible to peace officers defined in PC 830.1 and is evidence-based or has a successful track record of enhancing officer wellness.

30. Can grant funds be used for gym memberships, yoga classes, or wellness activities?

Yes, as long as the gym memberships, yoga classes, or wellness activities are evidence-based or have a successful track record of enhancing officer wellness.

31. Can these grant funds be used to supplant other funds?

No, supplanting is strictly prohibited for all BSCC grant funds.

Supplanting is the deliberate reduction in the amount of federal, state, or local funds being appropriated to an existing program or activity because grant funds have been awarded for the same purposes. For additional information, refer to the BSCC Grant Administration Guide: <https://www.bscc.ca.gov/wp-content/uploads/BSCC-Grant-Admin-Guide-July-2020-Final.pdf>.

32. What happens if our agency has not used all the grant funds by the conclusion of the grant, by December 1, 2025?

Any remaining funds at the conclusion of the grant must be returned to the BSCC by 12/31/25. Those unspent funds will then be returned to the state's general fund.

33. We don't have an officer wellness unit or program. Are there any resources that would be helpful as we look to establish or expand an officer wellness program?

To get you started, a few resources are available on the BSCC website, on the Officer Wellness and Mental Health Grant program webpage: <https://www.bscc.ca.gov/officer-wellness-and-mental-health-grant-program/>.

34. Where can we go to get guidance on establishing a wellness program specifically for peace officers?

The POST/University of California, San Diego (UCSD) POWR program team is available to provide guidance and programming to support to agencies that receive funding from the BSCC for the Officer Wellness and Mental Health grant. If

Officer Wellness and Mental Health Grant Program Frequently Asked Questions (FAQs)

Updated: 02/14/23

interested, POST encourages you to email them for more information: POWR@post.ca.gov. Also, see #33 above for more resources.

POST Resources

35. Does POST have any resources for officer wellness?

Yes. The Commission on Peace Officer Standards and Training (POST) also received funding for officer wellness, which is being implemented concurrent with, but distinct from, the Officer Wellness and Mental Health grant. Grantees are eligible to apply for additional guidance, support, and resources through POST, referred to as the POST Organizational Wellness and Resilience (POWR) Program.

Agencies will not receive any monetary disbursements from the POWR Program. POWR is designed to provide resources and services to agencies looking to create a wellness program or enhance their current offerings.

Agencies interested in applying for the POWR Program can access the application form on the POST website: <https://post.ca.gov/POST-Organizational-Wellness-and-Resilience-Program-Application>. POWR Program funding is to be used for innovative approaches to officer wellness programming and partnerships with subject matter experts and relevant community-based organizations. This funding shall be disbursed pursuant to the following:

- Optimize the physical, emotional, and mental health of law enforcement professionals
- Emphasize the intersection of officer wellness, procedural justice, and community relations
- Evaluate outcomes based on a framework which includes qualitative, quantitative, or biometric measurements

36. What type of training courses does POST offer for officer wellness?

POST offers a variety of training courses for law enforcement professionals. Available training courses are listed on the POST Organizational Wellness and Resilience webpage: <https://post.ca.gov/Wellness>. Available courses can also be found in the POST course catalog: <https://catalog.post.ca.gov/Default.aspx>.

Reporting Requirements

37. If my agency receives these funds, what are our reporting responsibilities?

Grant recipients are required to submit annual reports and a final report. The BSCC will host webinars in early 2023 to provide detailed instructions on the reporting requirements.

Officer Wellness and Mental Health Grant Program Frequently Asked Questions (FAQs)

Updated: 02/14/23

***Annual Report:** Recipients of the funds will submit a brief, annual expenditure report. Annual reports are due by December 1st of each calendar year – December 01, 2023, and December 01, 2024. The last annual report will be the final report due December 01, 2025.*

***Final Report:** By December 01, 2025, recipients will submit a final impact and expenditure report describing how the funding was used and the impact of the resources on the officers who received the services and/or benefits from the grant funding.*

***Individuals Responsible for Implementation and Reporting Requirements:** By February 28, 2023, please send an email to OfficerWellnessGrant@bscc.ca.gov with the contact information of the individual(s) within your agency who will be responsible for implementation and reporting requirements for this grant, so they can be included on the email list for upcoming webinars and reminders related to the Officer Wellness and Mental Health Grant.*

Additional details about the reporting requirements are available on the BSCC website, on the Officer Wellness and Mental Health Grant program webpage: <https://www.bscc.ca.gov/officer-wellness-and-mental-health-grant-program/>. Scroll down to the Reporting Requirements section.

38. Who will be notified about how the agencies spent their grant funds?

The information received from the grantees will be provided to the Commission on Peace Officer Standards and Training (POST) and to any designated evaluation entities to assist in their efforts to develop statewide resources and practices related to officer wellness.

Retention of Records

39. What records must be retained for the grant expenditures? For how long?

Maintain records and documentation that support all expenditures in accordance with your agency's document retention policy, but no less than for the duration of the grant period plus three years.

Questions or Technical Assistance

40. Who do I contact if I have questions or require technical assistance related to the Officer Wellness and Mental Health grant?

Please email the OfficerWellnessGrant@bscc.ca.gov with your questions or assistance needs and a BSCC staff member will respond to assist you.

RESOLUTION NO. 23-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, ACCEPTING GRANT AWARD FROM THE BOARD OF STATE
AND COMMUNITY CORRECTIONS IN THE AMOUNT OF \$40,720.79**

WHEREAS, the State of California 2022 Budget Act including \$50 million to be administered by the Board of State and Community Corrections for the Officer Wellness and Mental Health Grant Program; and

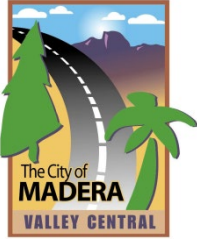
WHEREAS, the grant monies will be distributed to law enforcement agencies throughout California based on a schedule provided by the California Department of Finance; and

WHEREAS, the City of Madera has been notified it will receive \$40,720.79 to be used for improving officer wellness and expanding mental health sources.

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

1. The foregoing recitals are true and correct.
2. The grant award in the amount of \$40,720.79 from the Officer Wellness and Mental Health Grant Program administered by the Board of State and Community Corrections is accepted.
3. The Madera Police Department will be responsible for completing any reporting requirements set by the Board of State and Community Corrections, including annual and final reports.
4. This resolution is effective immediately upon adoption.

* * * * *



REPORT TO CITY COUNCIL

Approved by:

Marcela Zuniga

Marcela Zuniga, Grants Administrator

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: March 1, 2023

Agenda Number: B-6

SUBJECT:

City of Madera 2022 Transit Asset Management (TAM) Plan Update

RECOMMENDATION:

Adopt a Resolution Approving the City of Madera 2022 Transit Asset Management (TAM) Plan

SUMMARY:

The Moving Ahead for Progress in the 21st Century Act (MAP-21) is federal legislation with provisions intended to help the Federal Motor Carrier Safety Administration (FMCSA) in its intent to reduce crashes, injuries and fatalities involving large trucks and buses. MAP-21 required the US Secretary of Transportation to develop a system of monitoring and managing public transportation assets. The monitoring system should establish performance measures, improve safety, and increase reliability and performance. The Fixing America's Surface Transportation (FAST) Act provides long-term funding for surface transportation infrastructure planning and investment and also includes this requirement.

As part of implementing MAP-21 with FAST Act funding, on July 26, 2016, FTA published the Transit Asset Management (TAM) Final Rule. The purpose of the Final Rule is to help achieve and maintain a State of Good Repair (SGR) for the nation's public transportation assets. SGR means maintaining the condition of our transit infrastructure, such as the buses and maintenance facilities. Transit asset management is a business model that uses transit asset condition to guide the optimal prioritization of funding. The regulations apply to all Transit Providers that are recipients or subrecipients of Federal financial assistance under 49 U.S.C. Chapter 53 and which own, operate, or manage transit capital assets used in the provision of public transportation. Consequently, the City is subject to comply.

On January 24, 2023, the City's Transit Advisory Board (TAB) adopted an updated Transit Asset Management Plan by a vote of 4-0. The Plan outlines the City's transit asset management

approach and highlights key capital project and system enhancements. Upon Council approval of the Plan, the TAM Plan must first be submitted to Madera County Transportation Commission (MCTC) for acceptance and will be subsequently submitted to FTA.

DISCUSSION:

TAM (Transit Asset Management) Plan is a strategic and systematic process through which an organization procures, operates, maintains, rehabilitates, and replaces transit assets to manage their performance, risks, and costs over the lifecycle of the asset to provide safe, cost-effective, and reliable services. FTA highest priority is the to preserve and expand transit investment while having asset operate in a State of Good Repair (SGR).

SGR is the condition in which a capital asset is able to operate at a full level of performance. This means the asset is able to perform its designed function and does not pose a known safety risk. Consequences of not being in a state of good repair include safety risk, decreased system reliability, higher maintenance cost, and lower system performance.

The 2018 TAM Plan was approved by Council on September 5, 2018 (Res. No. 18-164) and per, TAM Regulation, 49 CFR Part 625, an agency TAM Plan must be updated every four years and include a horizon period of at minimum four years. Staff has continuously worked towards improving and modernizing the City's transit system, thus maintaining transit assets, and complying with the requirements of the TAM final rule. Key enforceability elements of the TAM Plan include reasonable procurements, transit enhancements, appropriate vehicle and facility maintenance, and transit expansion.

FINANCIAL IMPACT:

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

ALTERNATIVES:

As an alternative, Council may choose to not approve the resolution and Transit Asset Management (TAM) Plan Update. As a result, City of Madera Transit services would be out of compliance with the FTA and would not meet TAM Regulation, 49 CFR Part 625. In addition, Federal funding could be jeopardized, and staff would need to seek other revenue sources including General Fund to offset the cost to continue to provide public transit services.

ATTACHMENTS:

1. Attachment A - City of Madera - 2022 TAM Plan Update
 - Exhibit A – Resolution

RESOLUTION NO. 23-___

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA ADOPTING THE 2022 CITY OF MADERA TRANSIT ASSET
MANAGEMENT (TAM) PLAN UPDATE**

WHEREAS, on July 26, 2016, Federal Transit Administration published the Transit Asset Management (TAM) Final Rule; and

WHEREAS, the purpose of the FTA Final Rule for TAM is to help achieve and maintain a State of Good Repair (SGR) for all Transit Providers that are recipients or subrecipients of Federal financial assistance under 49 U.S.C. Chapter 53 and own, operate, or manage transit capital assets used in the provisions of public transportation; and

WHEREAS, the City Transit system as operators of public transit services is a direct recipient of FTA 5307 financial assistance in California subject to the FTA Final Rule; and

WHEREAS, the City Transit Advisory Board (TAB) voted to adopt the TAM Plan on January 24, 2024 with a (4-0) vote; and

WHEREAS, to collaborate with the Madera County Transportation Commission (MCTC) in developing the 2022 Madera TAM Plan, the City seeks to present an approved TAM Plan to MCTC.

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

1. The above recitals are true and correct.
2. The Council hereby adopts the 2022 City of Madera Transit Asset Management (TAM) Plan Update attached as Attachment A to this resolution and incorporated by reference.
3. This resolution is effective immediately upon adoption.

* * *

CITY OF MADERA MADERA METRO TRANSIT ASSET MANAGEMENT PLAN

**(TAM PLAN)
UPDATED OCTOBER 2022**



Updated and Developed By City Staff – October 2022

TRANSIT ASSET IMPROVEMENT TEAM

Name	Title	Email
City Council		
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Transit Advisory Board		
Transit Operator	Contracted	

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EXECUTIVE SUMMARY

TRANSIT ASSET MANAGEMENT PLAN

Federal law requires recipients and sub-recipients of Federal financial assistance to develop a Transit Asset Management (TAM) Plan. The City's Madera Metro Transit Advisory Board and City Council adopted the updated Transit Asset Management Plan on March 1, 2023. The TAM Plan outlines the City's transit asset management approach and highlights key capital project and system enhancements.

City staff developed a Transit Asset Improvement Management Team to improve and modernize the City's transit system to comply with the TAM regulation, 49 CFR Part 625. The Team includes key personnel from departments within the City that play a critical role in the City's Transit System.

Asset improvement management is an ever-changing environment with advances in technology, changes in regulation, funding availability and asset management best practices. Therefore, the TAM Plan is considered a "living document" reviewed and revised as necessary. Revisions are implemented by the TAM Team with inputs from various internal and external stakeholders.

TAM AND SGR POLICY

The City's Transit Service State of Good Repair Policy is to operate all fleet and facility assets at their full level of performance while maintaining economical, sustainable, and safe operating functionality.

MADERA METRO - SAFETY MANAGEMENT SYSTEM POLICY

The Federal Public Transportation Agency Safety Plan (PTASP) rule was implemented to improve public transportation safety by guiding transit agencies to more effectively and proactively manage safety risks in their systems.

The first component of the Madera Metro's SMS is the Safety Management Policy, which is the foundation of Madera Metro's safety management system. It clearly states the organization's safety objectives and sets forth the policies, procedures, and organizational structures necessary to accomplish the safety objectives. The Safety Management Policy clearly defines management and employee responsibilities for safety throughout the organization. It also ensures that management is actively engaged in the oversight of the system's safety performance by requiring regular review of the Safety Management Policy, budget and program by the designated Accountable Executive. Safety is a core value at Madera Metro, and managing safety is a core business function. Madera Metro will develop, implement, maintain, and continuously improve processes to ensure the safety of our customers, employees, and the public. Madera Metro's overall safety objective is to proactively manage safety hazards and

their associated safety risk, with the intent to eliminate unacceptable safety risk in our transit operation.

Madera Metro will:

- Clearly, and continuously explain to all staff that everyone working within Madera Metro must take part and be responsible and accountable for the development and operation of the Safety Management System (SMS).
- Work continuously to minimize safety risks. Work to comply with and, wherever possible, exceed legislative and regulatory requirements and standards for passengers and employees.
- Work to ensure that all employees are provided appropriate safety information and training, are competent in safety matters, and assigned tasks commensurate with duties and skills.
- Reaffirm that responsibility for making our operations safer for everyone lies with all employees – from executive management to frontline employees. Each manager is responsible for implementing the SMS in their area of responsibility and will be held accountable to ensure that all reasonable steps are taken to perform activities established through the SMS.

CAPITAL IMPROVEMENT DEVELOPMENT POLICY

The City of Madera 5-Year Capital Improvement Plan (CIP) is updated annually with new projects and revisions to current projects. As the CIP is approved, it is then presented to the Planning Commission anytime there are new projects for conformity with the General Plan.

PROCUREMENT POLICY – TRANSIT

The City of Madera is a recipient of FTA funding. Each FTA recipient is responsible for managing its programs and projects in compliance with applicable Federal requirements. The FTA is responsible for ensuring that recipients comply with those requirements. This also applies to each subrecipient, under an FTA grant or cooperative agreement that enters into contracts with other parties financed with FTA assistance. Each recipient and subrecipient must comply with applicable Federal laws and regulations including, but not limited to, 2 CFR 200.318 through 2 CFR 200.327, and FTA Circular 4220, FTA regulations, and other Federal laws and regulations that contain requirements applicable to FTA recipients and their FTA assisted procurements. The following process was developed to assist the City's FTA funded procurements in complying with these federal

requirements.

2022 CITY OF MADERA - MADERA METRO TAM PLAN

The City's Grants/Transit department administers these FTA funded procurements with support from various staff, including the Procurement Services Manager. Except as otherwise indicated in these guidelines, all rights, powers, duties and authorities relating to the procurement of supplies, services and construction are vested as indicated in the City's Purchasing Policy as adopted by the City Council of the City of Madera. It is expected that when guidance is needed for FTA funded procurements, responsible staff will make use of not only these Guidelines and City Purchasing Policies, but also the source documents for FTA regulations – specifically the current and updated versions of Federal guidelines published in 49 CFR Part 18.36, "Procurement"; "FTA Circular E 4220.1F – Third Party Contracting Requirements; FTA Best Practices Procurement Manual; and FTA Circular C 5010.1D – Grant Management Guidelines. Authoritative policies relating to all procurements for the City are those authorized by the Madera City Council as the City of Madera Purchasing Policy. These Guidelines are intended to supplement the City's official purchasing policy by providing references and guidance based on FTA procurement requirements for FTA grant recipients.

Staff will use the City's procurement thresholds and methods when the City's requirements are more restrictive than FTA guidelines; otherwise, staff will use the most applicable FTA type of procurement method indicated below for specific purchases.

- Micro Purchase <\$3,500
- Small Purchase >\$3,500 and <\$100,000
- Competitive Proposal (RFP)
- Competitive Sealed Bid (IFB)
- Sole Source Procurement
- Piggyback Procurement
- Qualifications Based Procurement (as required for Architectural and Engineering Services)
- Special Circumstances

INTRODUCTION

OVERVIEW OF MADERA METRO TRANSIT

The City of Madera (population 63,000) is located in central California in a region known as the San Joaquin Valley and is the largest incorporated city in Madera County (population 153,000). Madera Metro is the largest provider of transit services in the County, with over 140,000 annual boardings. Madera Metro operates Dial A Ride (DAR), ADA/Paratransit (ADAP), and three fixed routes within city limits.

Madera Metro has three major hubs: the Intermodal Bus Depot, Madera Community Hospital, and Madera Marketplace. The City strives to meet the community's need for effective and responsive transit services particularly due to population growth and a focus on reducing greenhouse gas emissions.

In April 2021, the Madera City Council approved an agreement with WSP USA, Inc for the Consulting of Transit Services for the development of the Madera Transit Plan. The goal in producing the Madera Transit Plan is to evaluate the City's transit system and devise operational and policy changes that will improve Madera Metro transit services. Goals include improving connectivity with other modes of transportation and systems to advance multi-modal transportation within the region. Other goals are to evaluate the changes (routes and service) that should be implemented or enhanced, in order to improve the efficiencies and the connectivity with current and planned transportation systems.

The Madera Transit Plan is scheduled to be completed July 2023 which will include the structuring of its three fixed routes, the introduction of a new North end service route, updating schedules, improving headways, reducing miles traveled, increasing ridership, and devise new service boundaries.

City of Madera Transit Mission Statements:

The City of Madera Transit Section seeks to provide transit customers in the City's transit service area with public transportation to specified destinations in a professional, courteous and timely manner with equipment that is accessible, affordable, and comfortable.

Transit Division Staffing

Transit program activities function under the supervision of the Grants Administrator which operates under the Finance Department.

The following positions are assigned direct responsibilities within the Transit Division: Grants Administration, Transit Program Manager, and the Grants Administrative Assistant.

The following positions are housed in other City departments are assigned direct responsibilities to assist the Transit Division: Financial Service Manager, Procurement Manager, Accountant II, Fleet Operations Manager, Maintenance Worker, and two Mechanic III.

Transit Assets

Madera Transit Center – 1951 Independence Drive (Freedom Industrial Park)

Madera Intermodal Transit Center – 123 N. E Street

19 Transit Vehicles

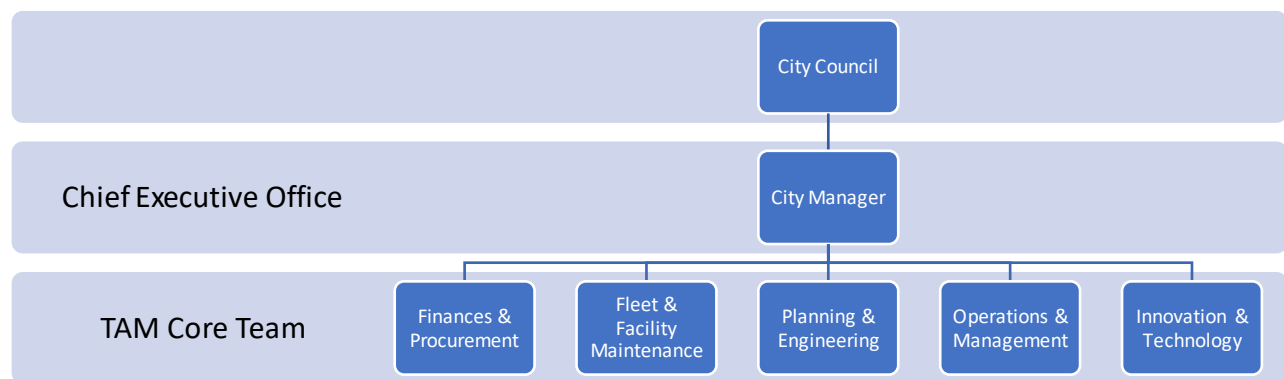
FIGURE 1 – City of Madera Finance Department Organizational Chart



TAM APPROACH

A Transit Asset Management Core Team was established to improve and modernize asset management programs and deliver an updated TAM Plan that complies with the FTA TAM Regulation and Board Policy No. 463. The TAM Core Team includes representation of key stakeholders from departments that play a critical role in the lifecycle management of the City of Madera CIP, Asset Management of the City's Transit System, and have leadership oversight of frontline managers and employees that execute deliverables of the TAM Plan.

FIGURE 2 – TAM Organizational Structure



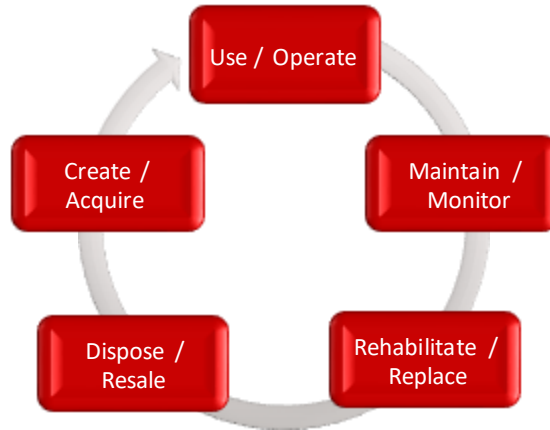
The City of Madera Transit System TAM Plan sets agency-wide objectives and strategies for delivering upon the commitments contained within Madera Metro Policy. In addition, this TAM Plan identifies activities to sustain Madera Metro's TAM performance and specifies the lifecycle management activities outlined in the Fleet and Facilities Maintenance Plans (FMP's) for each department that is responsible for the operations and/or maintenance of a given Asset Class.

TAM is a business model that uses the condition of assets to guide the optimal prioritization of funding at transit properties in order to keep our transit networks in a State of Good Repair (SGR). SGR is defined as the condition in which a capital asset is able to operate at a full level of performance. This means the assets:

1. Is able to perform its designed function
2. Does not pose a known unacceptable safety risk, and
3. Its lifecycle investment has been met or recovered

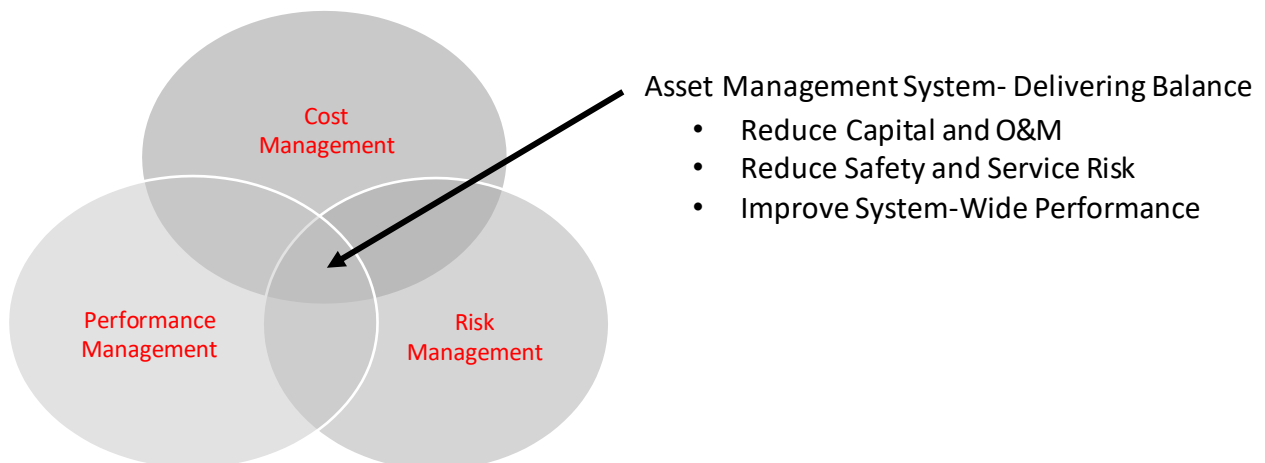
Madera Metro’s objective is to provide safe, reliable, affordable, and sustainable transportation services to its passengers. To accomplish this, Madera Metro must continually seek areas of improvement to its management of fleet and facilities. The TAM Plan is designed to improve coordination of all departments across all phases of an asset’s lifecycle as shown in Figure 4 to manage assets and required resources more efficiently.

FIGURE 3 - MADERA METRO TRANSIT ASSET LIFECYCLE



The TAM Plan aims to reduce maintenance cost and risks while simultaneously enhancing the performance of the City’s transit system. In addition, the TAM Plan enhances the City of Madera’s ability to communicate with the public, City Council, Boards and Commissions, and stakeholders about the City’s approach to asset management and the benefits of investing in the transit system and the consequences of underinvestment.

FIGURE 4 – ASSET MANAGEMENT OPTIMIZES COST, PERFORMANCE, AND RISK



TAM Plan Elements (Tier II)

The City of Madera (Madera Metro) TAM Plan complies with the FTA Regulation that meets the required TAM Elements as a Tier II Agency. These elements align with the TAM Policy and are described below and describe in this section.

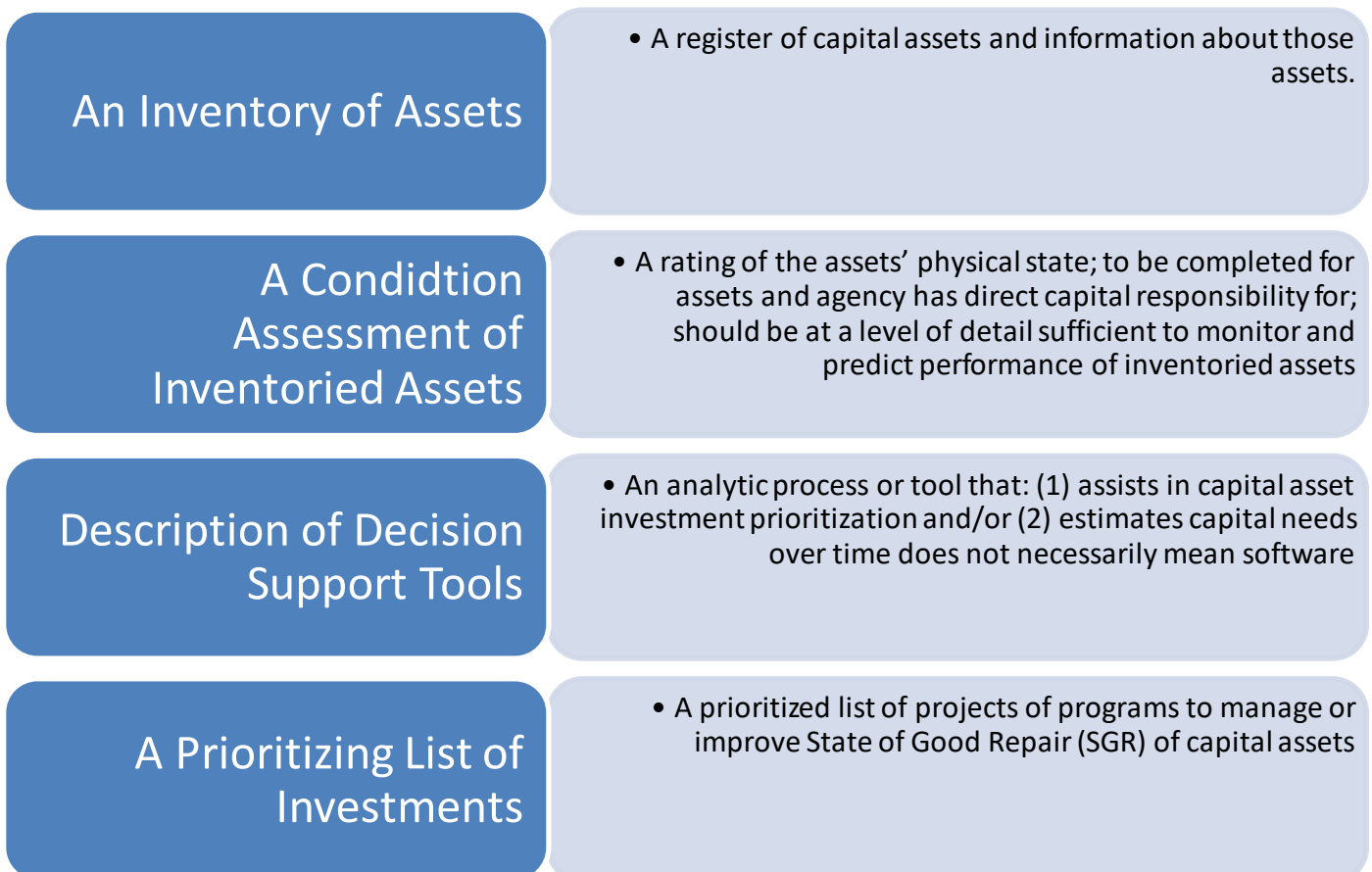
TAM PLAN REQUIREMENTS

As a Tier II provider, Madera Metro must develop its own TAM Plan that includes all four (4) elements of the Final Rule. These elements must:

- Include the capital asset inventory
- Provide asset condition assessment information
- Describe the decision support tools used to prioritize capital investment needs
- Identify project-based prioritization of investments

In order to provide a visual of the federal regulations and elements listed above, Figure 5 below reflects the strategies that Madera Metro plans to implement. This figure also describes the criteria for TAM Plan that will be addressed in the initially submitted TAM Plan.

Figure 5 – TAM Plan Elements



An Inventory of Assets

The TAM plan includes objectives and strategies that will optimize the management of Madera Metro's assets to ensure alignment with the FTA reporting requirements for the National Transit Database (NTD). Madera Metro's assets are monitored and serviced internally. Madera Metro currently uses excel spreadsheets to track and manage the vehicle asset lifecycle. During the asset procurement and receipt or acceptance process, specific asset identification, useful life, warranty and maintenance interval information data is collected from the Original Equipment Manufacturer (OEM). Fleet and facilities maintenance programs are updated with multiple scheduled maintenance activities required to meet OEM recommended maintenance intervals, along with safety and regulatory compliance. This practice ensures the asset data is properly recorded by personnel for effective and efficient lifecycle management. The City's Fleet Maintenance and Transit Section is currently researching Asset Management Software to better track the vehicle asset lifecycle.

Condition Assessment of Inventoried Assets

In order to determine the facility asset's condition, the FTA's Transit Economic Requirements Model (TERM) scale is being used. A TERM scale condition rating ranges from (5) Excellent to (1) Poor. Per the FTA TAM Final Ruling, assets with a condition rating score of 3.0 and above are in a state of good repair. Assets with a condition score lower than 2.9 are not in a state of good repair and may require prioritization during capital programming to ensure safe, efficient, and reliable transit service. Tables 1 illustrates the condition of each asset.

Table 1 illustrates the City FTA Vehicle Assets that are recorded by personnel.

TABLE 1 – Vehicle Asset Condition (ULB)

YEAR	MAKE	MODEL	FUEL TYPE	LENGTH	IN SERVICE DATE	USEFUL LIFE REMAINING	SCHEDULED REPLACEMENT DATE
2012	Ford E-450	Elkhart	CNG	26 FT	7/5/2012	-2	FY 23/24*
2012	Ford E-450	Elkhart	CNG	26 FT	7/5/2012	-2	
2012	Ford E-450	Elkhart	Gas	26 FT	8/27/2012	-2	
2012	Ford E-450	Elkhart	CNG	26 FT	7/16/2012	-2	
2012	Ford E-450	Elkhart	CNG	26 FT	7/16/2012	-2	
2013	Ford E-450	Starcraft	CNG	26 FT	5/23/2014	-1	FY 24/25**
2013	Ford E-450	Starcraft	CNG	26 FT	5/6/2014	-1	
2013	Ford E-450	Starcraft	CNG	26 FT	5/6/2014	-1	
2013	Ford E-450	Starcraft	CNG	26 FT	5/23/2014	-1	
2019	Ford E-450	Starcraft	Gas	26 FT	1/22/20	8	FY28/29
2019	Ford E-450	Starcraft	Gas	26 FT	1/22/20	5	
2019	Chevy 4500	Arboc	Gas	26 FT	1/23/20	8	
2019	Chevy 4500	Arboc	Gas	26 FT	1/23/20	8	
2019	Chevy 4500	Arboc	Gas	26 FT	1/23/20	8	

2020	International	Starcraft	Diesel	32 FT	4/27/20	9	FY29/30
2020	International	Starcraft	Diesel	32 FT	3/20/20	9	
2019	Aero Elite 320	ElDorado	CNG	32 FT	4/20/2021	9	
2019	Ford F-550	ElDorado	CNG	32 FT	4/21/2021	9	
Fleet Status as of August 2022							

Table 2 illustrates the City FTA Facility Assets, Type, and Condition

TABLE 2 – FACILITY ASSETS

1	Facility Name: Madera City Hall Address: 205 W. 4th Street, Madera, Ca. 93637 Condition Assessment: 3 Facility Type: Administrative Year Built: 1967 Sqft: 1,000
2	Facility Name: City Maintenance Yard Address: 1030 S. Gateway Drive, Madera, Ca. 93637 Condition Assessment: 3 Facility Type: Maintenance Facility – Service and Inspection Year Built: 1970 Sqft: 5,000
3	Facility Name: Madera Intermodal Transit Center Address: 123 N. E Street, Madera, Ca. 93637 Condition Assessment: 3 Facility Type: Administrative Office, Transit Services Year Built: 1970 Sqft: 1,000
4	Facility Name: Maintenance Yard Address: 1030 S. Gateway Drive, Madera, Ca. 93637 Condition Assessment: 3 Facility Type: Administration Year Built: 1970 Sqft: 500
5	Facility Name: Madera Transit Center Address: 1951 Independence Drive, Madera, Ca. 93638 Condition Assessment: 5 Facility Type: Administration, Fleet Yard Year Built: 2019 Sqft: 2,000

Table 3 illustrates the percentage of assets that have met or exceeded the ULB

TABLE 3 – ASSET ULB/CONDITION PERCENTAGE

Table 3: City of Madera Vehicle Asset ULB and Facility Condition Percentage	
Rolling Stock – Percent of revenue vehicles that have met or exceeded their useful life benchmark	
CU - Cutaway	50%
Facility – Percent of facilities rated below 3 on the condition scale	
Administrative / Maintenance Facilities	0.00

Decision Support Tools and Investment Prioritization

Part of the asset management process is optimizing how funds are allocated based on the assessed asset inventory to help achieve and maintain a state of good repair. This includes both capital and operating funds.

Madera Metro Capital Plan coincides with City of Madera Capital Improvement Plan (CIP). The CIP is presented to the City of Madera City Council annually. The basic process for assembling a CIP is shown below.

Table 4 describes what tools are used in making investment decisions:

Table 4: Investment Decision Tools	
Process/ Tool	Brief Description
Bus Preventative Maintenance Schedule	PM standard schedule based on vehicle miles and OEM recommendations as outlined in Fleet Maintenance Policy. A and B inspection type standards used.
Preventative Maintenance Program for Facilities	Maintenance Policy and schedule for conducting facility PM and service on key facility buildings.

Maintenance Strategy

Table 5 describes the Vehicle and Facility Maintenance Strategy

Table 5: Maintenance Strategy			
Asset Category	Asset Class	Maintenance Activity	Frequency
Revenue Vehicle	CU – Cutaway Bus	OEM Recommended / PM Schedule	45 Days
Revenue Vehicle	CU – Cutaway Bus	A Level Service	3000 Miles
Revenue Vehicle	CU – Cutaway Bus	B Level Service	6000 Miles
Facilities	Administration	Inspections and Routine Maintenance	Annual
Facilities	Maintenance	Inspections and Routine Maintenance	Annual

Unplanned Maintenance

Repairs outside of the scheduled preventative maintenance are conducted as requested and determined by Fleet Operations Manager and/or Fleet Manager

Revenue Vehicles Overhaul Strategy

The vehicle overhaul strategy is in line with FTA guidance. Rolling stock must have accumulated at least 40% of its useful life and the overhaul is to ensure it reaches its maximum ULB.

Revenue Vehicles Disposal Strategy

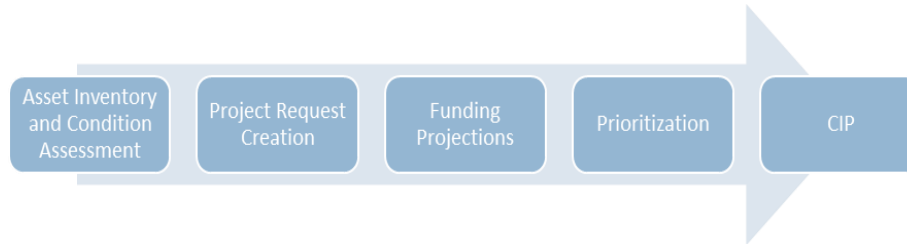
- 1) Approval received from both FTA and City Council to initiate disposal procedures (declared surplus by City)
- 2) Vehicles are inspected, and a vehicle condition form is completed by the maintenance department
- 3) Vehicles are placed out to bid via online auction site
- 4) Vehicle is sold to the highest bidder
- 5) The Fleet Operations Manager documents sale
- 6) The asset is written off the books by the City's finance department and removed from Tyler/Munis tracking
- 7) The highest bidder receives title, and removes the vehicle from the property

Acquisition and Renewal Strategy

State directives and funding to reduce green gas house emissions and vehicle miles traveled as such over 50% of fleet are compressed natural gas vehicles. Cutaway ULB is 7 – 10 and replacement can be forecasted up to four years in advance as part of the FTIP.

Figure 6 Illustrates the City 5-Year Capital Investment Planning Process

FIGURE 6 – 5-YEAR CAPITAL INVESTMENT PLAN PROCESS



Figures 6.A and 6.B illustrate the Transit CIP outline in the approved 2022/2027 City of Madera Capital Improvement Plan

FIGURE 6.A – TRANS – 10, Transit Developments

Capital Improvement Program City of Madera, California		'22/'23 thru '26/'27		Department	Transit Program	
Project #	Trans-10	Contact	Ivette Iraheta	Type	Improvement	
Project Name	Trans-10 AHSC Transit Developments	Useful Life	25	Category	Transit	
Phase:	Activity Type	Transportation	Status	Active		
Project Manager:	Ivette Iraheta	Total Project Cost:	\$593,000			
Description Development of: One new bus stop Bike racks at 6-8 locations Enhancements at intermodal - installation of water fountain for water bottles, bike racks and possibly public restrooms Technology Enhancements - AVL for fleet, large LED display at Intermodal Bus stop signs (visibility, aesthetics and functionality at project area)						
Justification The project is a result of a grant awarded from the department of housing and community development as part of the round 4 Affordable Housing and Sustainable Communities Grant.						
Expenditures	'22/'23	'23/'24	'24/'25	'25/'26	'26/'27	Total
Design-Consultant Engineering	112,000					112,000
Construction-Contract		346,000				346,000
Environmental	5,000					5,000
Construction Management-Staff		70,000				70,000
Design-Staff	60,000					60,000
Total	177,000	416,000				593,000
Funding Sources	'22/'23	'23/'24	'24/'25	'25/'26	'26/'27	Total
AHSC Grant (TRA): 40210000	177,000	416,000				593,000
Total	177,000	416,000				593,000

FIGURE 6.B – TRANS – 11, Transit Center Charging Station Project

Capital Improvement Program		'22/'23 thru '26/'27	
City of Madera, California		Department	Transit Program
		Contact	Ivette Iraheta
		Type	Improvement
		Useful Life	
		Category	Transit
Project #	TRANS-11		
Project Name	TRANS-11 Transit Center Charging Station Project		
Phase:	DESIGN	Activity Type	Transportation
Project Manager:	Ivette Iraheta		Status: Active
		Total Project Cost: \$586,785	
Description Installation of charging station and purchase of one electric bus to replace existing bus			
Justification This project is a result of a grant awarded by the Congestion Mitigation & Air Quality Program			
Expenditures	'22/'23	'23/'24	'24/'25
Planning/Design		60,118	
Construction-Contract		526,667	
Total		586,785	
Funding Sources	'22/'23	'23/'24	'24/'25
CMAQ - Streets: 41705070		518,785	
LTF - Transit: 42005493		61,000	
Prop 1B PTMISEA: 21295590		7,000	
Total		586,785	

Prioritizing List of Investments

Table 6 below illustrates the priority of investment for the City of Madera – Madera Metro Transit System through the 2025/26 FY

TABLE 6 – Priority List of Investments

Priority (By FY)	Project	Funding Source	Purpose
23/24	Vehicle Replacement	Section 5307	To replace fleet that is beyond it's ULB
23/24	Vehicle Replacement	Section 5307	To replace fleet that is beyond it's ULB
23/24	Vehicle Replacement	Section 5307	To replace fleet that is beyond it's ULB

23/24	Vehicle Replacement	Section 5307	To replace fleet that is beyond it's ULB
23/24	Vehicle Replacement	Section 5339	To replace fleet that is beyond it's ULB
23/24	Trans - 10	Affordable Housing Sustainable Community Grant	Review Figure 6.A
23/24	Trans - 11	Affordable Housing Sustainable Community Grant	Review Figure 6.B
23/24	Vehicle Replacement	LCTOP	To replace fleet that is beyond it's ULB
23/24	Vehicle Replacement	LCTOP	To replace fleet that is beyond it's ULB
24/25	Vehicle Replacement	Section 5339	To replace fleet that is beyond it's ULB
24/25	Vehicle Replacement	Section 5339	To replace fleet that is beyond it's ULB
24/25	Vehicle Replacement	Section 5339	To replace fleet that is beyond it's ULB
25/26	Fleet Maintenance Facility	Unsecured	To modernize the City's fleet maintenance facility

STATE OF GOOD REPAIR PERFORMANCE MEASURES

The TAM Rule requires that transit agencies establish state of good repair (SGR) performance measures and targets for each asset class. As a Tier II provider, Madera Metro must report on the SGR measures for the following asset categories as defined by the FTA:

- Rolling stock (revenue vehicles): Percent of vehicles that have either met or exceeded their Useful Life Benchmark (ULB) –refer to Table 3
- Equipment (non-revenue service vehicles): Percent of vehicles that have either met or exceeded their ULB
- Facilities: Percent of facilities rated below condition 3 on the FTA TERM scale – refer to Table 3

Note: Infrastructure (rail fixed guideway, track, signals and systems) does not apply to Madera Metro because it is a bus-only transit property.

TAM REPORTING REQUIREMENTS

The FTA requires transit providers to update TAM Plans in their entirety at least once every four (4) years, with the first completed TAM Plan required by October 1, 2018.

The TAM Rule requires that agencies annually report on their progress towards meeting SGR performance targets and any change in condition from the previous year

Reference: 49 CFR Part 625 Subpart E Section 625.55(a)(2) "Each provider must submit ... (2) An annual narrative report to the National Transit Database that provides a description of any change in the condition of the provider's transit system from the previous year and describes the progress made during the year to meet the performance targets set in the previous reporting year."

U.S. Title 49CFR§625.29 (a) states that a TAM Plan should cover a planning horizon of at least four (4) years. The City of Madera may amend the TAM Plan at any time, but this should be initiated following any major change to the asset inventory, condition assessment, or capital investment. The TAM Plan should also be updated following any change to the prioritization processes affecting the timing of future projects. Although TAM Plans are required to be updated in their entirety at least once every four (4) years, Madera Metro will review its TAM Plan annually (July 1st) and update it as needed to reflect current conditions.

In addition to the performance targets and TAM Plan, the TAM Final Rule requires that two (2) additional asset management reports be submitted to the NTD annually. The following reports are due to the NTD no later than four months after the City's fiscal year end:

- The **Data Report** should describe the condition of the transportation system currently and the SGR performance targets for the upcoming year.
- The **Narrative Report** should describe changes in the transportation system condition and report progress on meeting the performance targets from the prior year.

Figure 7 below shows an example of the National Transit Database, Transit Asset Management Plan, Performance Metrics and Targets Module Form A-90.

FIGURE 7 - NTD A-90 TAM TARGETS REPORT*

Figure 7 – City of Madera 2021 NTD Annual Report (Actual Data Submitted, Form A-90)				
Rolling Stock – Percent of revenue vehicles that have met or exceeded their useful life benchmark				
Performance Measure	2021 Target (%)	2021 Performance (%)	2021 Difference	2022 Target (%)
BU – Bus				

CU - Cutaway	75.00	52.63	22.37	
Equipment – Percent of service vehicles that have met or exceeded their useful life benchmark (N/A)				
Facility – Percent of facilities rated below 3 on the condition scale				
Passenger / Parking Facilities				
Administrative / Maintenance Facilities	0.00	0.00	0.00	

TAM APPROACH AND VISION

Transit Asset Management is a strategic approach in managing fleet and facilities; to optimize their performance; their useful life; and to minimize the total cost of ownership. The Madera Metro's commitment to its Mission and the TAM Vision are reflected in Table 7 – Madera Metro's TAM Vision Elements. This table outlines Madera Metro's direction and vision to establish and continually improve asset management, strategies, and plans.

TABLE 7 – Madera Metro's TAM Vision Elements

Commitment	TAM Vision Elements
Safety	Madera Metro TAM program intends to provide a safe and secure environment for the entire Madera community. To do that, we will foster a safety culture and align our asset and safety management practices and, will proactively review and communicate safety-related issues.
Ridership	Madera Metro strives to increase ridership by providing a transit system that is efficient, reliable, and clean. This effort is to result in increase usage as City residents and user's grow trust with the City's transit system.
Quality and Reliability	Through improved management of our assets, Madera Metro will enhance the customer experience. We will deliver world-class customer service through improved internal/external communications, service reliability, convenience, accessibility, while meeting all agreed standards of service.

Efficiency and Effectiveness	Madera Metro will employ effective asset management business practices and tools, ensure optimal asset performance and useful life, and use timely, quality data to support transparent and cost-effective decision-making and accountability to stakeholders. Madera Metro will utilize historical data to better inform future investment decisions by accurately capturing capital and operating costs to assess and optimize the total cost of ownership of our assets
Communications	Madera Metro promotes its services through advertising, public outreach, and public information efforts. The efforts reflect Madera Metro core values of providing safe, convenient, courteous, and reliable transit service to the public.

Appendix A – Vehicle Asset Condition Data

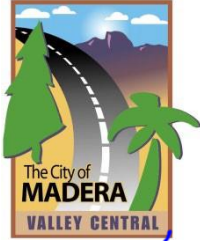
Unit#	Service	Year	Make	Model	Fuel Type	#SEATS	LENGTH	Useful Life Years Remaining
37	MAX	2012	Ford E-450	Elkhart	CNG	18/2	26 FT	-3
38	MAX	2012	Ford E-450	Elkhart	CNG	18/2	26 FT	-3
39	DAR	2012	Ford E-450	Elkhart	Gas	18/2	26 FT	-2
40	DAR	2012	Ford E-450	Elkhart	CNG	18/2	26 FT	-2
41	DAR	2012	Ford E-450	Elkhart	CNG	18/2	26 FT	-2
42	DAR	2013	Ford E-450	Starcraft	CNG	18/2	26 FT	2
43	DAR	2013	Ford E-450	Starcraft	CNG	18/2	26 FT	-1
44	MAX	2013	Ford E-450	Starcraft	CNG	18/2	26 FT	-2
45	MAX	2013	Ford E-450	Starcraft	CNG	18/2	26 FT	-2
46	DAR	2013	Ford E-450	Starcraft	CNG	18/2	26 FT	-1
47	MAX	2019	Ford E-450	Starcraft	Gas	17	26 FT	7
48	DAR	2019	Ford E-450	Starcraft	Gas	17	26 FT	5
49	MAX	2019	Chevy 4500	Arboc	Gas	17	26 FT	7
50	MAX	2019	Chevy 4500	Arboc	Gas	17	26 FT	7
51	MAX	2019	Chevy 4500	Arboc	Gas	17	26 FT	7
52	MAX	2020	International	Starcraft	Diesel	27	32 FT	8
53	MAX	2020	International	Starcraft	Diesel	27	32 FT	8
54	MAX	2019	Aero Elite 320	ElDorado	CNG	27	32 FT	8
55	MAX	2019	Ford F-550	ElDorado	CNG	27	32 FT	8

Appendix B – Facilities Asset Condition Data

Category	Class	Name	Count	Address	Age	Condition
Facilities	Administration	City Hall	1	205 W =. 4 th Street, 93637	55	3
Facilities	Administration	Madera Intermodal Transit Center	1	123 N. E Street, 93637	52	3
Facilities	Administration	Maintenance Yard	1	1030 S. Gateway Drive, 93637	52	3
Facilities	Administration	Madera Transit Center	1	1951 Independence Drive, 93638	3	5
Facilities	Maintenance	Maintenance Yard	1	1030 S. Gateway Drive, 93637	52	3

Appendix C – Proposed Investment Projects

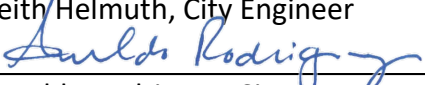
Year	Make	Model	Fuel Type	Replacement Vehicle	Funding Source	Replacement Year
2012	Ford E-450	Elkhart	CNG	Replace with new 26ft Transit Bus	Section 5307	FY 23/24
2012	Ford E-450	Elkhart	CNG	Replace with new 26ft Transit Bus	Section 5307	FY 23/24
2012	Ford E-450	Elkhart	GAS	Replace with new Ford Transit Electric Van	Section 5339	FY 24/25
2012	Ford E-450	Elkhart	CNG	Replace with new Ford Transit Electric Van	LCTOP	FY 23/24
2012	Ford E-450	Elkhart	CNG	Replace with new Ford Transit Electric Van	LCTOP	FY 23/24
2013	Ford E-450	Starcraft	CNG	Replace with new Ford Transit Electric Van	Section 5339	FY 24/25
2013	Ford E-450	Starcraft	CNG	Replace with Gas Braun Voyager	Section 5339	FY 24/25
2013	Ford E-450	Starcraft	CNG	Replace with new 26ft Transit Bus	Section 5307	FY 23/24
2013	Ford E-450	Starcraft	CNG	Replace with new 26ft Transit Bus	Section 5307	FY 23/24
2013	Ford E-450	Starcraft	CNG	Replace with Gas Braun Voyager	Section 5339	FY 23/24



REPORT TO CITY COUNCIL

Approved by:


Keith Helmuth, City Engineer


Arnoldo Rodriguez, City Manager

Council Meeting of: March 1, 2023

Agenda Number: D-1

SUBJECT:

Contract Award for 2023 Water Meter Installation Project

RECOMMENDATION:

Adopt a Resolution approving the contract award for the 2023 Water Meter Project, City Project No. W- 31 (Project) in the amount of \$923,465 to West Valley Construction Company, Inc.

SUMMARY:

On February 14, 2023, the City received five bids in response to a Request for Proposal (RFP) for the installation of automatic meter reading (AMR) water meters. Of the bids received, West Valley Construction Company, Inc. submitted the lowest responsive and responsible bid per the contract requirements. Funds for the Project are programmed in the Capital Improvement Program (CIP) Budget Fiscal Year (FY) 2022/23.

DISCUSSION:

Historically, the City did not require water meters for connections. This changed when the State of California required that all municipalities have all water services metered by 2025. This requirement is an effort to add water usage accountability and reduce consumption. The vast majority of the City is currently metered, however some of the larger more challenging services remain unmetered.

This Project would convert a portion of the unmetered accounts to metered, more specifically the installation of AMR water meters at water services of 3 inches or larger, up to 10 inches. As part of this project, staff anticipates that 46 locations would be impacted. Some of these locations are unmetered, while others are metered. These latter metered locations have dated meters that are inaccurate or non-functioning. In comparison, new meters are highly efficient and accurate and are read remotely. In addition, some locations have multiple services that include a smaller service, which will be replaced improving efficiency.

It is noted that one of the meter locations is the Madera County Complex at the northeast intersection of Tozer Street and Olive Avenue. Today, the site is served by four, unmetered service lines, including:

- One 6-inch
- Two 8-inch; and
- One 10-inch

AMR water meters will be added while a backflow preventor will also be added to the 10-inch service.

The “Advertisement for Bids” for the project was noticed in the Madera Tribune Newspaper on January 18, 2023 and again on January 25, 2023. The Advertisement for Bids was formally released January 12, 2023 through the PlanetBids public bidding system on the City’s Website. The new PlanetBids system enables a larger bidding audience to be reached.

On February 14, 2023, the City received five responses. All bids were checked for accuracy against bidding requirements, validity of licenses, and bid security. Two of the bids were rejected as being unresponsive to the Advertisement for Bids for missing key, mandatory documents required to be submitted with the bid.

The bids received are listed in Table 1.

Table 1: Bid Overview	
<i>Bidder</i>	<i>Bid</i>
1. Kogler Enterprises, Inc	Unresponsive
2. West Valley Construction Company Inc	\$923,456
3. Lyles Utility Construction, LLC	\$1,064,200
4. Mid Cal Pipeline and Utilities, Inc.	\$1,067,239
5. RT Nelson Company, Inc.	Unresponsive
<i>Engineer’s Opinion of Cost</i>	\$784,500

While not part of this project, the next phase of the water meter projects is currently in the design phase. This future phase will include services smaller than 3-inches at approximately 630 locations. Staff anticipates publishing the RFP by the end of the calendar year.

A major portion of the funding for this project is from an Integrated Regional Water Management (IRWM) grant awarded from the State of California Grant (project #4600013817) which is being administered by the County. As part of the grant, the City and County entered into a Memorandum of Understanding October 20, 2021 in the amount of \$779,653 for this project, greatly reducing the financial impact to the City’s Water Enterprise fund. The remaining amount

for the project will come from the City's Water Enterprise Fund that have been programmed in the FY 2022/23 Capital Projects Budget, City Project No W-31 and W-32.

The project budget and funding are outlined in Table 2.

Table 2: Project Budget	
<i>Projected Costs</i>	
Construction Contract – pending approval	\$923,456
Contingencies, 10% of Contract Amount	\$92,346
Construction Engineering, Inspection and Testing	\$90,000
Total Costs	\$1,105,802
<i>Funds Programmed in FY 22/23 CIP Budget</i>	
IRWM Grant, State of California	\$779,653
Water Utility Fund contribution for this project	\$326,149
Available Water Utility Funds for Next Phase	\$1,128,851

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund. Funds for the project are programmed in the FY 2022/23 Capital Projects Budget and funding is also available through the State of California IRWM Grant No 4600013817. Any unused funds will be used for the next phase of water meter installations.

ALTERNATIVES:

The alternative to awarding the project is to reject all bids. Rebidding the project could result in higher bids and would result in delays in the installation of water meters.

ATTACHMENTS:

1. Contract Award Resolution
 - a. Exhibit 1

Attachment 1

Contract Award Resolution

RESOLUTION NO. 23-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING THE CONTRACT AWARD FOR THE 2023 WATER
METER PROJECT, CITY PROJECT NO. W-31 IN THE AMOUNT OF \$
923,456.00 TO WEST VALLEY CONSTRUCTION COMPANY, INC, AND
AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE
CONTRACT**

WHEREAS, on January 12, 2023 the City of Madera (City) Engineering Department advertised a solicitation for construction bids for the 2023 Water Meter Project, City Project No. W-31 hereinafter referred to as “the Project”; and

WHEREAS, five sealed bids were received on February 14, 2023 and opened by the City Engineer; and

WHEREAS, funding for the Project is programmed in the Capital Improvement Projects Budget for Fiscal Year 2022/23 under CIP Project W-000031 and W-000032 including the IRWM Grant (Grant No 4600013817) from the State of California.

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

1. The above recitals are true and correct.
2. The City Council (Council) has reviewed and considered all of the information presented including the report to Council from the Engineering Department.
3. The City finds that West Valley Construction Company, Inc. is the lowest responsible and responsive bidder.
4. The contract for the Project in the Amount of \$ 923,456.00 to West Valley Construction Company, Inc, a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.
5. Council authorizes Construction Contingencies of up to 10 percent as approved by the City Engineer.
6. This Resolution is effective immediately upon adoption.

Exhibit 1

Contract Agreement

AGREEMENT

THIS AGREEMENT, made this ____ day of March, 2023, between the City of Madera, hereinafter called "**OWNER**", and West Valley Construction Company, Inc, doing business as a corporation, hereinafter called "**CONTRACTOR**".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the
"**2023 Water Meter Project City Project No. W-31**"
2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.
3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of \$ 923,465.00, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any **WORK**.
4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.
5. The term "**CONTRACT DOCUMENTS**" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) Bid Proposal
 - (D) Bid Bond
 - (E) Agreement
 - (F) Payment Bond
 - (G) Performance Bond
 - (H) Insurance Requirements for Contractors
 - (I) Section 1, General Conditions
 - (J) Section 2, Special Conditions
 - (K) Section 3, City of Madera Standard Specifications and Drawings
 - (L) Section 4, Bid Items
 - (M) Section 5, Technical Specifications
 - (N) State Standard Plans and Specifications
 - (O) Contract Documents prepared or issued by City of Madera entitled "Contract Documents & Construction Specifications for 2023 Water Meter Project, City Project No. W-31" dated January 2023, including:

Addendum No. 1, dated February 2, 2023
Addendum No. 2, dated February 7, 2023
Addendum No. 3, dated February 8, 2023
6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER**

liquidated damages in the amount of **Four Hundred Dollars (\$400.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

8A. CLAIMS RESOLUTION PROCESS FOR DISPUTES.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 et. seq.

A. Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

1. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.
2. Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
3. Payment of an amount that is disputed by the Owner.

B. The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of

Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

C. Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation.

D. City Council Approval:

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

E. Payment of Claim:

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

F. Meet and Confer:

If the Contractor disputes the Owner's written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Owner shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its

respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Under this Contract, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

G. Filing a Government Code Written Claim Notice:

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act as provided in Chapter 1 (commencing with Section 900) and Chapter 2 commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code Section 900.

H. Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

I. Interest:

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

J. Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor" means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

K. Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. In accordance with the provisions of Article 5, Chapter I, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part I, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR** under him. It is the **CONTRACTOR'S** responsibility to ensure compliance by both itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars (\$30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or
- (b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
- (c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or
- (d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents **CONTRACTORS** in a specific trade from the 1 to 5 ratio on a local or statewide basis the member **CONTRACTORS** will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by

the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars (\$25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER**. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR**.

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

16. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **OWNER** and the **CONTRACTOR**. It is specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

17. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence,

recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor**, or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor's** negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR CONTRACTOR", pages 39-40 of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or **West Valley Construction Company, Inc.** may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

20. Termination.

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, **West Valley Construction Company, Inc** shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

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

1. An illegal use of funds by **West Valley Construction Company, Inc;**
2. A failure by **West Valley Construction Company, Inc** to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **West Valley Construction Company, Inc]** to City.

In no event shall any payment by City or acceptance by **West Valley Construction Company, Inc** constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. City shall have the right to demand of **West Valley Construction Company, Inc** the repayment to City of any funds disbursed to **West Valley Construction Company, Inc** under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

Notice of termination shall be mailed to the City:

City of Madera
Engineering Department
428 E. Yosemite Avenue
Madera, Ca 93637

To the Contractor **West Valley Construction Company, Inc**

Notices. All notices and communications from the **West Valley Construction Company, Inc** shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

21. Compliance With Laws- City shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of City's services.

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

22. Attorneys' Fees/Venue- In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

23. Governing Law- The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

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

25. Contractor's Legal Authority - Each individual executing or attesting this Agreement on behalf of **West Valley Construction Company, Inc** hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **West Valley Construction Company, Inc]** is a duly organized and legally existing corporation in good standing in the State of California.

26. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of

written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

27. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City**. Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, City shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

28.Sole Agreement- This instrument constitutes the sole and only Agreement between City and **West Valley Construction Company, Inc** in connection to the Project and correctly sets forth the obligations of the City and **West Valley Construction Company, Inc** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

27. Assignment-Neither the **West Valley Construction Company, Inc** nor City will assign its interest in this Agreement without the written consent of the other.

28.

28 This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

City of Madera
Herein Called OWNER

By: _____
Santos Garcia, Mayor

APPROVE AS TO FORM:

Hilda Cantú Montoy, City Attorney

ATTEST:

Alicia Gonzales, City Clerk

BY: **West Valley Construction Company, Inc**
Herein Called CONTRACTOR

BY: _____
Patrick Miller

Federal Tax I.D. No.

California Class A, 174968
Contractor License Number

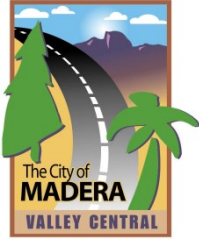
DIR Registration Number

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

Acknowledgment

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.

California Notary acknowledgement required to be attached.



REPORT TO CITY COUNCIL

Approved by:

Marcela Zuniga
Marcela Zuniga, City Grants Administrator

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: March 1, 2023

Agenda Number: D-2

SUBJECT:

Update on the progress of the Madera Transit Plan and request to extend Phase 2 of the current Agreement with WSP USA to add Task 6 – Network Implementation

RECOMMENDATION:

Adopt resolution Approving Amendment No. 1 to the Agreement with WSP USA to include additional Task 6 in the amount of \$41,858.30 and extending the term of the Agreement to July 31, 2023

SUMMARY:

On January 18, 2023 staff presented this item to Council. The item was not approved primarily over concerns regarding:

- Uncertainty with regards to Walmart's response to the City's request.
- Concerns related to the deliverables and the associated costs.

Since the January meeting, staff has revisited the item and is presenting this item for Council consideration.

Prior to the January meeting, Council previously held on April 21, 2021, where WSP USA, Inc. (Consultant) was awarded the service agreement for the development of the Madera Transit Plan – Service Assessment (MTP). The purpose of the MTP is to evaluate the City's transit system and devise operational and policy changes that will improve transit services. Goals include but are not limited to improving connectivity with other modes of transportation, enhancing systems to advance multi-modal transportation, improving efficiency and headway times through service evaluation, and redesigning and restructuring the City's three fixed routes.

Due to the complexities of the project, staff requested approval to add a second phase to the contract with the Consultant. On July 20, 2022, Council approved Phase Two of the service agreement with the Consultant, which included Outreach and Implementation of the revised MTP.

Outreach was completed between last September through November and included six “pop-up events” and two community forums as follows:

- Madera County District Fair
- Booth at the Park/Old Timer’s Day Parade
- Madera Community College
- Pan-American Center Presentation
- Pomegranate Festival
- On-board Survey
- Community forum at Madera County Transportation Commissions Conference Room
- Community forum at City Hall Council of Chambers

The outreach events resulted in the following:

- Eight outreach events
- Distribution of 300 flyers (233 English and 67 Spanish)
- Two Community Forums
 - Four people attended the Community Forums in person, and three joined via Facebook Live.
 - As of December 2022, the Facebook Live stream has been viewed 126 times in total
- 72 surveys completed
- 17 comment cards returned

As Phase Two of the plan evolved, it became increasingly apparent that the Network Implementation of the project will require more planning than originally assumed. During the Council meeting on January 18, 2023, staff requested Council consider extending the term of the WSP Phase Two Agreement and amend the scope of work. The existing Agreement is set to sunset on April 30, 2023. Staff requested an extension through July 31, 2023 to allow for continual collaboration with the Consultant through the initial implementation period. Staff presented a cost proposal that included two additional tasks to the existing scope of work, described as follows:

- Task 6 – “Walmart Bus Terminal Cost Estimate” which would allow for staff to continue efforts in developing this bus stop.
- Task 7 – “Network Implementation.” This task focuses on implementing Madera Metro’s newly designed fixed route system. Prior to a decision being made on this item, Council

directed staff to obtain feedback from Walmart and clarify some of the deliverables in the cost proposal.

After consulting with WSP, a revised cost proposal was created. The specific changes to the revised cost proposal include:

1. Removal of Task 6 – Walmart Bus Terminal Cost Estimate
2. Omission of Task 7.2 – Customer Communication and Outreach
3. Task 7.4 – Reduction of meetings

As a result of these requested changes, the revised cost proposal only includes Task 6 “Network Implementation.” The purpose of Task 6 is for the Consultant to assist with the “Graphic Development”, “Route Scheduling” and implementation meetings. Task 6 is explained more in Attachment B – Phase Two, Task 6 - Cost Proposal.

The City currently has an agreement with the Consultant for the amount of \$87,391.24. If approved, the total contract amount for Phase Two will be \$129,249.54, which includes the additional cost for Task 6 of \$41,858.30

It is noted that since the January 18, 2023 meeting, staff provided Walmart with three conceptual bus stop designs. On February 21, staff received an email response from Walmart confirming receipt of the designs. Staff is currently waiting for feedback from Walmart.

DISCUSSION:

The Madera Transit Plan – Services Assessment (MTP) was designed to contribute to the 2014 Regional Transportation Plan (RTP) goals and the regional 2017 Active Transportation Plan (ATP). Prior to the MTP, comprehensive studies had not been completed. As a result, the City lacked the necessary information to effectively plan and invest capital dollars into the City’s transit system. To address this, a Request for Proposals (RFP) for Transit Consulting Services was released and later awarded to WSP USA, Inc (Consultant) on April 21, 2021, in the amount of \$100,000 through the Caltrans Sustainable Community Planning Grant for the development of the MTP.

The Madera Transit Plan - Services Assessment included:

- Facilitation of community forums and committee meetings
- Compilation of survey results of community needs and transit deficiencies
- Facilitation of stakeholder interviews and presentations
- Cataloging, mapping, and inspecting all fixed route bus stops (including bike paths/lane accessibility)
- Confirmation of headways on all fixed routes
- Evaluation of current fixed routes deficiencies
- Recommendations for the redesign and restructuring of all fixed routes

Council approved Phase Two of the MTP during the meeting held on July 20, 2022 in the amount of \$87,391.24. Phase Two authorized WSP, USA Inc to perform Outreach and Implementation of Madera Metro's newly designed fixed route system. Table 1 describes Phase One (Research and Development) and Phase Two (Outreach and Implementation) of the project. Phase One was funded by the Caltrans – Affordable Sustainable Communities Planning Grant, while Phase Two is being funded by Local – State Transit Assistance (STA) Funds.

Table 1: Madera Transit Plan – Current Status*			
	<i>Description</i>	<i>Status</i>	<i>Cost</i>
Phase One	Research and development of guidelines and principles, standardizing practices to enhance the City Transit System, and recommendations for redesigning and restructuring the City's Transit System.	Completed July 2022	\$100,000
Phase Two	Implementation of the redesign and restructure through public outreach, community engagement, and Madera Metro's newly designed fixed route system.	Underway	\$87,391.24
Phase 2, expanded	Addition of Tasks 6	This item	\$41,858.30
Total			\$229,249.54
*Current Agreement will sunset on April 31, 2023.			

Implementation of the revised Fixed-Route system was scheduled to go live in April 2023. However, staff is proposing to postpone implementation until July 2023. This will allow staff to continue collaborating with WSP through the initial implementation period. After consulting with WSP, Task 6 – “Network Implementation” was developed to ensure a successful implementation of Madera Metro's newly designed fixed route system. Task 6 expands on the implementation of the revised fixed route system.

Table 2 describes the proposed additions to Phase Two.

Table 2: Madera Transit Plan – Proposed Phase Two Additions	
<i>Task 6 - Network Implementation</i>	
Task 6.1 - Graphic Development	\$16,118.25
Task 6.2 - Route Scheduling	\$20,323.63
Task 6.3 - Implementation Meeting and Meeting Materials	\$4,916.42
Task 6 – Subtotal	\$41,358.30
Other Direct Cost: Travel	\$500
Total Cost	\$41,858.30

FINANCIAL IMPACT:

Transit services and personnel time is expended through Local Transportation Funds and other Transit-related budgets which are grant funded. The agreement with WSP USA, Inc would be paid using Transportation Development Act - State Transportation Assistance (TDA – STA) Funds.

ALTERNATIVES:

As an alternative, Council may:

1. Decline the recommendation and allow the current agreement to sunset on April 2023.
2. Direct staff to complete the competitive bidding process to implement Task 6 of Phase Two.

ATTACHMENTS:

1. Attachment A – Resolution Approving Amendment No. 1 – Madera Transit Plan – Phase Two and amending the WSP, USA Agreement to expire on July 31, 2023.
 - Exhibit A to Resolution: Amendment No. 1, Phase Two Agreement between City and WSP USA, Inc
 - Exhibit A to Amendment No. 1 (Phase Two, Task 6 Cost Proposal)

RESOLUTION NO. 23-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH
WSP USA FOR THE OUTREACH AND IMPLEMENTATION OF PHASE TWO
OF THE MADERA TRANSIT PLAN OF THE MADERA METRO TRANSIT
SERVICE SYSTEM to include additional Task 6 in the amount of \$41,858.30
and extending the term of the Agreement to July 31, 2023**

WHEREAS, the City of Madera (City) and WSP USA, Inc (Consultant) entered an Agreement for the completion of the Madera Transit Plan – Phase Two “Outreach and Implementation” on July 20, 2022; and

WHEREAS, the Agreement is scheduled to expire April 30, 2023; and

WHEREAS, the Parties wish to amend the Agreement by adding Task 6; and

WHEREAS, the addition of Task 6 and extending the term to July 30, 2023, will increase the agreement cost by \$41,858.30; and

WHEREAS, the amended Agreement between the City and Consultant for Phase Two will not exceed the amount of \$129,249.54; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The above recitals are true and correct.
2. The City Council approves Amendment No. 1 to the Agreement between the City and WSP USA, Inc for the Transit Planning Services of the Madera Transit Plan – Phase Two as set forth in Exhibit A attached to this resolution.
3. This resolution is effective immediately upon adoption.

Recorded at the Request of City of Madera
When Recorded Return to:
City of Madera
City Clerk
205 W. 4th Street
Madera, CA 93637

(Fee Waived Per Government Code Sections 27383 & 27388.1 (a)(2)(D). No fee due, no document tax due). R&T 11922

**AMENDMENT NO.1 TO AGREEMENT TO AGREEMENT WITH WSP USA FOR THE OUTREACH
AND IMPLEMENTATION OF PHASE TWO OF THE MADERA TRANSIT PLAN OF THE MADERA
METRO TRANSIT SERVICE SYSTEM**

RECITALS

WHEREAS, on July 20, 2022 the City of Madera (City) reached an agreement with WSP USA, Inc (Consultant) for the completion of the Madera Transit Plan – Phase Two “Outreach and Implementation” for a total of \$87,391.24; and

WHEREAS, the Agreement term is scheduled to expire April 30, 2023; and

WHEREAS, the Parties wish to amend the Agreement to extend the term to July 30, 2023, add Task 6, and add \$41,85,30 to the cost of the Agreement; and

and

WHEREAS, the amended Agreement between the City and Consultant for Phase Two will not exceed the amount of \$129,249.54; and

WHEREAS, the Parties wish to enter Amendment No. 1 to as set forth herein.

AMENDMENT

SECTION 1. Section 2 entitled “Scope of Work” is amended to add Task 6 as described in EXHIBIT A, “PHASE II Cost Proposal” which is attached and incorporated to this Amendment No. 1.

SECTION 2. Section 5 of the Agreement entitled “Compensation” is amended to read as follows:

The compensation for the work tasks itemized in **EXHIBIT A to this Amendment No.1**, “Phase II, Task 6 – Cost Proposal” is \$41,858.30 (forty-one thousand eight hundred and forty-eight dollars and thirty cents).

CITY and CONSULTANT agree that the rates shown in **EXHIBIT A**, “Phase II – Cost Proposal” will remain in effect until the date of the expiration of Agreement indicated in Section 10. It is understood and agreed by both parties that all expenses incidental to CONSULTANTS’S performance of services, including travel expenses, are included in the basic fee shown in **EXHIBIT A to this Amendment No. 1.**

SECTION 3. Section 10, Subsection D. of the Agreement entitled “Time of Completion” is amended to read as follows:

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on July 31, 2023, unless extended by mutual written agreement

SECTION 4. This Amendment No. 1 shall be effective on _____.

SECTION 5. Except as amended by this Amendment No. 1, all terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed or caused the extension to the Agreement to be executed as of the date and year written below.

[signatures on next page]

CITY OF MADERA

WSP USA, Inc. (CONSULTANT)

By: _____
Santos Garcia, Mayor

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

Taxpayer ID Number

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

CITY OF MADERA

MADERA TRANSIT PLAN SERVICES ASSESSMENT ADDITIONAL SERVICES PROPOSAL





David Huff, Program Manager - Grants
City of Madera
205 W. 4th Street
Madera, CA 93638

Subject: Additional Services Proposal for the Madera Transit Plan Services Assessment

Dear David:

The attached proposal has been prepared in response to the request for additional services for Phase II of the Madera Transit Plan Services Assessment. This proposal includes the following information:

1. Scope of Work
2. Project Schedule
3. Cost Estimate

We appreciate the opportunity to respond to this request and look forward to a successful working relationship with the City of Madera. If you have any questions or need additional information, please do not hesitate to contact me at 1 415 402 2280 or Lauren.Tsoi@wsp.com

Yours sincerely,

Lauren Tsoi
Northern California Planning Local Business Line Leader

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1 SCOPE OF WORK

TASK 6: NETWORK IMPLEMENTATION

WSP will support the City of Madera with implementing the new network. Work tasks will include:

- Graphics development
- Route scheduling

This task will overlap with Phase II, beginning in March 2023 and ending on July 31, 2023. Each deliverable detailed below will be created by WSP and sent to the city for review. All deliverables will be provided in both English and Spanish. WSP will provide all deliverables in electronic format.

TASK 6.1: GRAPHICS DEVELOPMENT

WSP will create four individual route maps and one full network map for the new routes and a brochure covering information for all four routes. WSP will deliver a digital version of the maps and brochure to the city for printing and distributing as necessary. WSP will meet with the city no more than two times to discuss edits and revisions to the graphics.

TASK 6.2: ROUTE SCHEDULING

WSP will assist the city and MV in developing vehicle schedules for the new network. This process will include the following:

1. WSP will meet with MV to determine labor requirements (e.g., break periods) and other necessary information that will feed into the schedule development process including a review of the proposed routes to determine for each route the layover locations, key timepoints (e.g., timed transfer connections, class times at Madera Community College, shift times at hospital, etc.), and other considerations to be used in building vehicle schedules. WSP and the city will review the information from the step above and document the resource requirements available for the routes (e.g., peak and spare buses, annual vehicle hours, etc.).
 2. MV will drive the new routes to determine run times (peak and off-peak).
 3. WSP, with support as needed from MV, will create draft vehicle schedules for the new network to determine the resource requirements in comparison to present service.
 4. MV will perform a run cut on the new network to determine operator headcount requirements and any premiums (e.g., overtime).
 5. WSP, MV, and the city will meet to determine priorities and tradeoffs for the schedules (e.g., increased peak frequencies, expanded spans of service, more weekend service, etc.).
 6. WSP will create new timetables and submit to the city and MV for review.
 7. MV will perform field runs to test the new schedules.
 8. WSP will make any necessary changes and submit a digital version of the timetables to the city for printing and distribution as necessary.
 9. WSP will develop GTFS data and submit to the city.
-

TASK 6.3: IMPLEMENTATION MEETINGS AND MEETING MATERIALS

WSP will initiate up to four meetings running from April 2023 through the first week of implementation in July 2023. These meetings will include staff from the WSP project team, the city, MV, and any other necessary stakeholders and will provide updates on the various implementation tasks to ensure a successful rollout of the new routes.

TASK 6 DELIVERABLES

- Four individual route maps
- One network map
- One brochure showing information for the four routes
- Vehicle schedules and timetables for each route
- GTFS data for each route
- Up to eight meetings with city staff and MV

2 PROJECT SCHEDULE

Table 1 Project Schedule

	2022					2023						
Task	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23
Tasks 1-5: Phase II												
Tasks 1-5: Phase II												
Task 6: Network Implementation												
6.1: Graphics Development												
6.2: Route Scheduling												
6.3: Implementation Meetings and Meeting Materials												

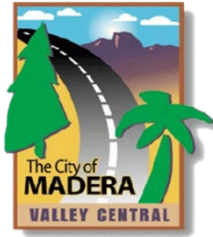
3 COST ESTIMATE

Table 2 Project Cost Estimate

*Please note that an updated hourly rate is used for Tasks 6 to reflect new salaries for 2023.

Task	Total Cost
6.1: Graphics Development	\$ 16,118.25
6.2: Route Scheduling	\$ 20,323.63
6.3: Implementation Meetings and Project Materials	\$ 4,916.42
Task 6 Subtotal	\$ 41,358.30
Other Direct Costs: Travel	\$ 500.00
Total	\$ 41,858.30

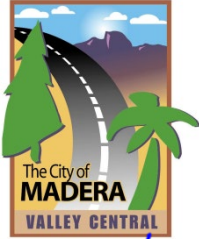
TASKS	WSP USA INC									
	Lauren Tsoi Sr. Lead Consultant, Transportation Planner	Ken Zatarain Senior Planning Manager	Erik Bird Senior Transportation Planner	Hector Herrera Project Accountant	Marco Innao Senior Transportation Planner	Graphic Designer	TOTAL HOURS	(\$) TOTAL LABOR	(\$) OTHER DIRECT COSTS	TOTAL
	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS				\$
	Loaded Rate (2022):	\$ 224.51	\$ 233.61	\$ 141.14	\$ 122.78	\$ 181.28	\$ 120.09			
	Loaded Rate (2023):	\$ 234.61	\$ 244.12	\$ 147.49	\$ 128.31	\$ 189.44	\$ 125.49			
Task 6: Network Implementation										
6.1	Graphics Development	2		4		120	126	\$ 16,118.25		\$ 16,118.25
6.2	Route Scheduling	2	12	12		80	106	\$ 20,323.63		\$ 20,323.63
6.3	Implementation Meetings and Meeting Materials	4	4	16	5		29	\$ 4,916.42		\$ 4,916.42
	SUBTOTAL	8	16	32	5	80	120	\$ 41,358.30	\$ -	\$ 41,358.30
	TOTAL HOURS	8	16	32	5	80	120	\$ 41,358.30	\$ -	\$ 41,358.30
OTHER DIRECT COSTS (Please Itemize)										
1	Travel			\$ 500.00					\$ 500.00	\$ 500.00
	OTHER DIRECT COSTS SUBTOTAL	\$ -	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00
	TOTAL	\$ 1,876.91	\$ 3,905.98	\$ 5,219.84	\$ 641.54	\$ 15,154.98	\$ 15,059.05	\$ 41,358.30	\$ 500.00	\$ 41,858.30



Madera City Council Agenda 03/01/23

Agenda Item E-1 Emergency Repairs to Avenue 13 Sewer Trunk Main at Granada Drive – Update #3

There is no written report for this item.



REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnaldo Rodriguez, City Manager

Council Meeting of: March 1, 2023

Agenda Number: E-2

SUBJECT:

Yosemite Avenue Funding and Grant Application Updates

RECOMMENDATION:

This report is submitted for City Council (Council) as a status update of grant applications and consideration and direction relative to funding options for the State Route 145 Yosemite Avenue as Downtown Main Street Plan (Plan) in lieu of unsuccessful grant award to be applied to the Caltrans project (Project)

SUMMARY:

In the February 15, 2023, the Council considered options for funding future Plan improvements on Yosemite Avenue and adjacent streets. At the time of this meeting the City had not received notice of an award for the Reconnecting Communities Pilot Program (RCP) grant application. As of the time this report was completed, staff was aware of unofficial information that indicated the City's application was not successful. Based on the source however, staff believes the information to be accurate. Given Council discussion, it's willingness to consider assigning other transportation funding to the Project and its decision to proceed with a RAISE grant, staff performed a review of available funds to determine what additional funding beyond the initial \$1,000,000 volunteered by Council might be available should Council wish to fully fund those Yosemite Avenue improvements contained in the Plan that might not be practical to pursue at a later date.

DISCUSSION:

Council has previously directed that as much as \$1,000,000 of transportation funds could be used to supplement a grant application. Staff's review of available transportation funding sources indicates that Council may have some flexibility in assigning \$2,000,000 to \$3,000,000 of transportation funding based on preliminary staff consideration. Ordinarily this funding would be assigned to projects awaiting funding or directed toward other priorities or projects not already

identified. Given the importance of this Project to Council, Council may wish to designate additional funding to it. As part of staff's presentation, staff will provide background into the types of funding that may be available both now and up through the point that the Project goes to construction. Depending on Council direction, it may be possible to continue to include sizable portions of enhancements contained in the RCP grant in the Caltrans project. If the RAISE application is successful, any funds committed by Council could be reverted to unallocated status.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund as a result of assigning transportation funds toward the Project. A successful RAISE grant would reduce the amount of transportation funding that may be directed by Council.

ALTERNATIVES:

Alternatives will be considered as part of Council discussion.

ATTACHMENTS:

None