



AGENDA REGULAR MEETING

JOINT CHOWCHILLA CITY COUNCIL / ★ REDEVELOPMENT SUCCESSOR AGENCY

Council Chambers, Chowchilla City Hall
130 S. Second Street, Chowchilla, CA 93610

May 12, 2015

Items denoted with a ★ are Redevelopment Successor Agency items and will be acted upon by the Redevelopment Successor Agency Board. Agendas for all City Council/Redevelopment Successor Agency meetings are posted at least 72 hours prior to the meeting at the Civic Center, 130 S. Second St., Written communications from the public for the agenda must be received by Administrative Services no less than 7 days prior to the meeting date.

Any writing or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the City Clerk's Counter. In addition, most documents will be posted on the city website at www.ci.Chowchilla.CA.US.

The City of Chowchilla complies with the Americans with Disabilities Act (ADA of 1990). The Council Chambers is accessible to the physically disabled. If you need special assistance, please call (559) 665-8615, ext. 102 at least 4 days prior to the meeting.

CALL TO ORDER

ROLL CALL

Mayor/Chairman: John Chavez

Mayor Pro Tem/Vice Chair: Waseem Ahmed

Council/Board Member: Mary Gaumnitz, Dennis Haworth, Richard Walker

City staff and contract employees present at the meeting will be noted in the minutes

PUBLIC ADDRESS – CLOSED SESSION

This time is reserved for members of the audience to address the City Council/Agency Board on items listed on the closed session agenda only. It is recommended that speakers limit their comments to no more than 3 minutes each. Speakers are asked to please use the microphone and provide their name for the record. Any handouts should be provided to the City Clerk/Board Clerk who will distribute them to the Council/Agency Board and appropriate staff.

CLOSED SESSION – 6:00 PM

This time has been set aside for the City Council to meet in a closed session to discuss matters pursuant to Government Code Section 54957 (b)(1) 54957.6, and 54956.9(d) (2). Based on the advice of the City Attorney, discussion in open session concerning these matters would prejudice the position of the City in this litigation. The City Attorney will give an additional oral report regarding the Closed Session at the beginning of the next regular City Council meeting.

1. CONFERENCE WITH LABOR NEGOTIATORS, Gov. Code Section 54957.6

Agency designated representatives: David Ritchie, Dave Riviere, Carolyn Lehr

Employee organization: Chowchilla Police Officers Association ("CPOA")

In the event that not all the items on the closed session agenda have been deliberated in the time provided, the City Council may continue the closed session until the end of the regularly scheduled Council Meeting.

OPEN SESSION – 7:00 PM**PLEDGE OF ALLEGIANCE:****INVOCATION:****CLOSED SESSION REPORT:****CEREMONIAL / PRESENTATIONS – Section 1****1.1 Proclamation – Building Safety Month****PUBLIC ADDRESS**

This time is reserved for members of the audience to address the City Council/Agency Board on items of interest that are not on the Agenda and that are within the subject matter jurisdiction of the Council/Agency Board.

It is recommended that speakers limit their comments to no more than 3 minutes each and it is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the Council/Agency Board on items on the Agenda should notify the Mayor/Chairman when that Agenda item is called.

The Council/Agency Board is prohibited by law from taking any action on matters discussed that are not on the Agenda. No adverse conclusions should be drawn if the Council/Agency Board does not respond to public comment at this time.

Speakers are asked to please use the microphone and provide their name for the record. Prior to addressing the Council/Agency Board, any handouts are to be provided to City Clerk/Board Clerk who will distribute them to the Council/Agency Board and the appropriate staff.

COUNCIL AND STAFF REPORTS – Section 2**2.1 COUNCIL REPORTS**

Legislative Items
Oral / Written Reports

2.2 COLLABORATIVE AGENCY COMMITTEE UPDATES

Oral / Written Reports

2.3 STAFF REPORTS

Written/Oral Reports

CONSENT CALENDAR – Section 3

All items listed under Consent Calendar are considered to be routine and will be enacted by one motion. For discussion of any Consent Item, it will be made a part of the Regular Agenda at the request of any member of the City Council or any person in the audience.

3.1 Consideration of Council Minutes from the April 28, 2015 Meeting (Lehr) Pg. 5**3.2 Approval of General Payments and Payroll for the Month of April 2015 (Pruett) Pg. 10****PUBLIC HEARINGS – Section 4**

DEFERRED BUSINESS – Section 5**NEW BUSINESS – Section 6**

- 6.1 **Council Resolution # -15, Consideration to Release a Request for Qualifications of Robertson Blvd. & 11th Street Pedestrian Facility Improvements Project, State Funded Active Transportation Program (Locke) Pg. 29**
- 6.2 **Council Resolution # -15, Consideration of Award of bid to Sebastian Corporation for Labor and Materials to Install Transit Security Cameras at Three Public Facilities (Turner) Pg. 51**
- 6.3 **Council Resolution # -15, Authorization to Order a New Patrol Vehicle Prior to the 15/16 Budget Approval (Riviere) Pg. 61**
- 6.4 **Consideration of an Ordinance # 473-15 Relating to Parolee/Probationer Homes – Waive Full Reading, Read by Title Only and Introduce Ordinance # 473-15 Adding Section 18.66.240 to Chapter 18.66 of Title 18 of the Chowchilla Municipal Code, and Subdivision M to Section 18.30.030 of Title 18 of the Chowchilla Municipal Code, to Regulate Parolee/Probationer Homes (City Attorney) Pg. 70**
- 6.6 **Council Resolution # -15, Approving Employment Agreement between the City of Chowchilla and Charles Brian Haddix for City Administrator Services (City Attorney) Pg. 77**

ANNOUNCEMENTS – Section 7

- May 14 Chowchilla Fair Opening Ceremony – Chowchilla Fairgrounds – 3:00 PM
May 14-17 Chowchilla Fair – Chowchilla Fairgrounds
May 15 City Offices Closed
May 16 Spring Festival Armed Forces Day Parade – Robertson Boulevard 10:00 AM
May 20 Planning Commission Meeting – Chowchilla City Hall 7:00 PM
May 25 Holiday – City Offices Closed
May 26 City Council Meeting – Chowchilla City Hall 7:00 PM

ADJOURNMENT**PUBLIC NOTIFICATION**

I, Joann McClendon, Deputy City Clerk for the City of Chowchilla, declare under penalty of perjury that I posted the above City Council/ Redevelopment Successor Agency Agenda for the meeting of May 12, 2015 at the Chowchilla Civic Center, 130 S Second Street on May 8, 2015 at 4:00 p.m.

_____/s/
Joann McClendon
Deputy City Clerk

Proclamation

IN HONOR OF BUILDING SAFETY MONTH – MAY 2015

WHEREAS, the efforts by the City of Chowchilla to address the critical issues of safety, energy efficiency, and resilience in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound, and;

WHEREAS, our confidence is achieved through the devotion of our vigilant city staff; senior building inspector, fire chief, community & economic development director, city engineer, and those construction industry professionals: architects, civil engineers, developers, contractors, tradespeople, and laborers who work to ensure the safe construction of buildings, and;

WHEREAS, these public guardians and those dedicated members of the International Code Council, use a governmental consensus process that brings together local, state and federal officials with expertise in the built environment to create and implement the highest-quality codes to protect Americans in the buildings where we live, learn, work, worship, play, and;

WHEREAS, the International Codes, the most widely adopted building safety, energy and fire prevention codes in the nation, are used by most U.S. cities, counties and states; these modern building codes also include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires and earthquakes, and;

WHEREAS, Building Safety Month is sponsored by the International Code Council, to remind the public about the critical role of our communities' largely unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings, and;

WHEREAS, "Resilient Communities Start with Building Codes" the theme for Building Safety Month 2015, encourages all Americans to be aware of the importance of building safe and resilient construction; fire prevention; disaster mitigation, backyard safety; energy efficiency and new technologies in the construction industry. Building Safety Month 2015 encourages appropriate steps everyone can take to ensure that the places where we live, work, do business, shop, learn, worship and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of adopted safety codes by the City of Chowchilla, and,

WHEREAS, each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW THEREFORE, BE IT RESOLVED, the City of Chowchilla City Council hereby proclaims the month of May 2015, as BUILDING SAFETY MONTH IN CHOWCHILLA.

Presented this 12th day of May, 2015

JOHN CHAVEZ, MAYOR
City of Chowchilla, County of Madera, State of California



MINUTES
REGULAR MEETING
JOINT CHOWCHILLA CITY COUNCIL /
★ REDEVELOPMENT SUCCESSOR AGENCY

Council Chambers, Chowchilla City Hall
130 S. Second Street, Chowchilla, CA 93610

APRIL 28, 2015

CALL TO ORDER

ROLL CALL

Mayor/Chairman: John Chavez

Mayor Pro Tem/Vice Chair: Waseem Ahmed

Council/Board Member: Mary Gaumnitz, Dennis Haworth, Richard Walker

City staff and contract employees present: Interim City Administrator Carolyn Lehr, City Attorney Laura Crane, Interim Police Chief Dave Riviere, Fire Chief Harry Turner, Finance Director Rod Pruett, Public Works Director/City Engineer Craig Locke, Community Relations Manager Marty Piepenbrok, and Deputy City Clerk Joann McClendon.

PUBLIC ADDRESS – CLOSED SESSION

None.

CLOSED SESSION – 6:00 PM

1. Public Employee Appointment

City Administrator

2. Conference with Legal Counsel – Existing Litigation, Gov. Code Section 54956.9 (d)(1)

Number of Cases: 1

- City of Chowchilla v. County of Madera
Madera County Superior Court Case Number MCV067610

OPEN SESSION – 7:00 PM

PLEDGE OF ALLEGIANCE: Interim Police Chief Dave Riviere

INVOCATION: Mike Terrell

CLOSED SESSION REPORT: No reportable action.

CEREMONIAL / PRESENTATIONS – Section 1

1.1 Peace Officers Memorial Day & Police Week Proclamation

- 1.2 MCEDC App Presentation:** Julie Herd, Marketing Manager for the Madera County Economic Development Commission, gave the presentation of their newly acquired smart phone app. Bobby Kahn, Executive Director, also spoke.

PUBLIC ADDRESS

Don Caballero and Phillip Cheatham, pastors at The Clay Ministry Church in Merced, introduced themselves as proponents of the transitional living home.

The following people spoke in favor of the transitional living home:

Juanita Caballero, Kevin La Puerta, Michael Cheatham, Mike Terrell, Sarah Terrell, Cheryl Steel Madison, Ray Barragan.

The following residents addressed the Council regarding their opposition of the proposed transitional home in their neighborhood:

Shannon Smith, Justin Smith, Melissa Nunes, Donald Diaz, Sonia Belt, Amanda Benefield, Freddie Ortega, Heather Rose, Matt Woods, Jessica Brasil, Sara Ortega, Hannah Christensen, Manuela Serna, Carl Springs, Veronica Andrade, Bill Cook, Jose Ramirez.

COUNCIL AND STAFF REPORTS – Section 2

2.1 COUNCIL REPORTS

Legislative Items
Oral / Written Reports

Council Member Haworth met with some of the concerned residents regarding the transitional housing and attended Community Action Partnership of Madera County. Representatives of the Partnership will be contacting staff to begin victims' services outreach within the community.

Council Member Gaumnitz attended the Relay for Life event, where she read the proclamation.

Mayor Pro Tem Ahmed and Mayor Chavez attended the Town Hall Meeting ran by the police department. Mayor Chavez also attended the Relay for Life Event.

2.2 COLLABORATIVE AGENCY COMMITTEE UPDATES

Oral / Written Reports

2.3 STAFF REPORTS

Written/Oral Reports

City Attorney Laura Crane reported that staff will provide a report regarding the proposed transitional housing item at the May 12, 2015 Council meeting.

After review of the policy, Finance Director Rod Pruett confirmed that transferring contingency funds to reserve the mayor a place at a League of California Cities conference is an allowable expense under the policy.

CONSENT CALENDAR – Section 3

3.1 Consideration of Council Minutes from the April 14, 2015 Meeting (Lima)

3.2 Consideration of Council Minutes from the April 16, 2015 Special Meeting (Lima)

3.3 Acceptance of the Monthly Financial Reports (Pruett)

Motion by Council Member Walker, seconded by Council Member Haworth to approve the Consent Calendar as presented. Motion passed unanimously by roll call vote.

PUBLIC HEARINGS – Section 4

4.1 Council Resolution # 24-15, Annual Update of the Master User Fee Schedule for 2015 (Pruett)

The Public Hearing was opened to the public at 8:33 PM.

No one came forward.

The Public Hearing was closed at 8:33 PM.

Motion by Council Member Walker, seconded by Council Member Haworth to approve the Annual Update of the Master User Fee Schedule for 2015. Motion passed unanimously by roll call vote.

DEFERRED BUSINESS – Section 5

NEW BUSINESS – Section 6

6.1 Council Resolution # 25-15, Authorizing a Request for Proposal to Secure Residential, Commercial and Industrial Structures (Turner)

Motion by Council Member Haworth, seconded by Mayor Pro Tem Ahmed to Authorize a Request for Proposal to Secure Residential, Commercial and Industrial Structures. Motion passed unanimously by roll call vote.

6.2 Consideration of Approval to Submit CalOES Transit Project and Authorizing City Designee(s) (Lima)

Motion by Council Member Walker, seconded by Mayor Pro Tem Ahmed to Approve Submittal of CalOES Transit Project and Authorizing City Designee(s). Motion passed unanimously by roll call vote.

6.3 Council Resolution # 26-15, Authorizing the City Administrator to Enter into an Agreement with the California Department of Corrections and Rehabilitation for Inmate Community Service Work Crews (Locke)

Motion by Council Member Gaumnitz, seconded by Council Member Walker, Authorizing the City Administrator to Enter into an Agreement with the California Department of Corrections and Rehabilitation for Inmate Community Service Work Crews. Motion passed unanimously by roll call vote.

6.4 Council Resolution # 27-15, Authorizing the Release of a Request for Qualifications for Design Services in the Veterans Memorial Park Amphitheater Project (Locke)

Motion by Council Member Walker, seconded by Council Member Haworth, Authorizing the Release of a Request for Qualifications for Design Services in the Veterans Memorial Park Amphitheater. Motion passed unanimously by roll call vote.

6.5 Council Resolution # -15, Approval of First Amendment to Contract with Carolyn Lehr for Interim City Administrator Services (City Attorney)

Motion by Council Member Haworth, seconded by Council Member Gaumnitz, to Approve the First Amendment to Contract with Carolyn Lehr for Interim City Administrator. Motion passed unanimously by roll call vote.

6.6 Council Resolution # 28-15, Request to Provide Assistance Funding for the Purchase of Inflatable Movie Screen System from the Council Contingency Fund (Piepenbrok)

Motion by Council Member Haworth, seconded by Council Member Gaumnitz, to Approve Request to Provide Assistance Funding for the Purchase of Inflatable Movie Screen System from the Council Contingency Fund. Motion passed unanimously by roll call vote.

Council revisited Item 6.5, Approval of First Amendment to Contract with Carolyn Lehr for Interim City Administrator Services to make clear that there actually was not a resolution that accompanied the staff report.

Motion by Council Member Walker, seconded by Council Member Haworth to rescind the resolution approving Item 6.5. Motion passed unanimously by roll call vote

Motion by Council Member Walker, seconded by Council Member Haworth to approve the first amendment to contract with Carolyn Lehr for Interim City Administrator Services. motion passed unanimously by roll call vote.

6.7 Consideration of the Mayor to Establish a Council Sub-Committee Consisting of Council Members Haworth and Walker for Purposes of Employee Compensation and Benefits Issues (Chavez)

This item was pulled off the agenda by Interim City Administrator Lehr as it is no longer an item that is necessary to conduct business.

6.8 Consideration of a Request for the Mayor to Sign the California Latino Water Coalition Letter to the Governor on Behalf of the City (Chavez)

Motion by Council Member Haworth, seconded by Council Member Gaumnitz, to Approve the Mayor to sign the California Latino Water Coalition Letter to the Governor on Behalf of the City. Motion passed unanimously by roll call vote.

ANNOUNCEMENTS – Section 7

May 1	City Offices Closed
May 7	Special Redevelopment Successor Agency Oversight Board Meeting 9:00 AM (T)
May 9	The Great Chowchilla Yard Sale 8:00 AM - Noon
May 10	Mother's Day
May 12	City Council Meeting – Chowchilla City Hall 7:00 Police Officer Memorial Ceremony, Noon, Court House Park in Madera

Alfred Hansen addressed the Council.

ADJOURNMENT

Motion by Council Member Walker to adjourn the April 28, 2015 Joint City Council/Redevelopment Successor Agency meeting at 8:45 p.m. Motion passed by voice vote.

ATTEST:

APPROVED:

Joann McClendon
Deputy City Clerk

John Chavez
Mayor



REPORT TO THE CITY COUNCIL

Council Meeting of May 12, 2015

Agenda Section: Consent

SUBJECT: **Consideration of Monthly Invoice Payment Authorization Request**

Prepared By: Irene Fisher, Senior Accountant

Authorized By: Rod Pruett, Finance Director

Approved By: Carolyn Lehr, Interim City Administrator

RECOMMENDATION

Approve by minute order, the release of the payments for the invoices shown in the attached listing of invoices.

HISTORY / BACKGROUND

Presented this evening is a list of invoices awaiting payment. Included in the list are a number of items related to employee pay, benefits and deductions which have been estimated for future payments. The report issued next month will reflect the actual amounts paid. Certain payments like insurance premiums and the payroll related items cannot be held due to deadlines associated with the payment in order to ensure timely receipt.

FINANCIAL ANALYSIS

Each item shown on the invoice list includes a description of that item and the amount of the invoice.

ATTACHMENTS

Invoice listing & warrants

Report Criteria:
 Report type: Invoice detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount	
04/15	04/13/2015	50043	11944	Madera County Recorders Office	Release of Lien	100-4605-0000-345	12.00-	V
Total 50043:							12.00-	
04/15	04/16/2015	50072	11026	West America Bank	note 526-00810	917-1720-0000-407	15,337.86-	V
Total 50072:							15,337.86-	
04/15	04/09/2015	50074	12380	Divine, Douglas	POST Perishable Skills Training	100-2610-0000-305	45.00-	V
Total 50074:							45.00-	
04/15	04/09/2015	50080	11496	Ramirez, Manuel	Post Perishable Skills Training	100-2610-0000-305	45.00-	V
Total 50080:							45.00-	
04/15	04/06/2015	50082	421	AmeriPride	Supplies for the garage	601-3615-0000-315	51.35	
04/15	04/06/2015	50082	421	AmeriPride	supplies for the garage	601-3615-0000-315	41.85	
04/15	04/06/2015	50082	421	AmeriPride	Supplies for the garage	601-3615-0000-315	51.35	
04/15	04/06/2015	50082	421	AmeriPride	Supplies for Public Works	310-3625-0000-315	130.97	
04/15	04/06/2015	50082	421	AmeriPride	supplies for PD	100-2610-0000-315	33.18	
04/15	04/06/2015	50082	421	AmeriPride	Supplies for the garage	601-3615-0000-315	41.85	
04/15	04/06/2015	50082	421	AmeriPride	Supplies for Public Works	310-3625-0000-315	118.47	
04/15	04/06/2015	50082	421	AmeriPride	Supplies for the garage	601-3615-0000-315	51.35	
04/15	04/06/2015	50082	421	AmeriPride	Supplies for Public Works	310-3625-0000-315	130.97	
04/15	04/06/2015	50082	421	AmeriPride	Supplies for the WWTP	215-5705-0000-315	15.68	
04/15	04/06/2015	50082	421	AmeriPride	Supplies for the Senior Center	100-6615-0000-315	33.68	
04/15	04/06/2015	50082	421	AmeriPride	Supplies for the garage	601-3615-0000-315	41.85	
04/15	04/06/2015	50082	421	AmeriPride	Supplies for Public Works	310-3625-0000-315	93.47	
Total 50082:							836.02	
04/15	04/06/2015	50083	511	Animal Medical Center	Stray Animal Euthanasia	100-2805-0000-324	113.75	
Total 50083:							113.75	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
04/15	04/06/2015	50084	546	Aquino Towing Service	towing 04 Ford #9952	100-2610-0000-320	109.00
04/15	04/06/2015	50084	546	Aquino Towing Service	Towing 04 Ford #9950	100-2610-0000-320	109.00
04/15	04/06/2015	50084	546	Aquino Towing Service	towing 90 GMC #154	305-3620-0000-320	109.00
Total 50084:							327.00
04/15	04/06/2015	50085	646	AT & T	Phones for 1/24/15-2/23/15	602-1715-0000-310	1,390.73
04/15	04/06/2015	50085	646	AT & T	Phones for 2/24-3/23/15	602-1715-0000-310	1,382.36
Total 50085:							2,773.09
04/15	04/06/2015	50086	12493	Baker Supplies and Repairs	Hedge trimmer repair/ parks dept	100-6620-0000-301	89.03
04/15	04/06/2015	50086	12493	Baker Supplies and Repairs	Parts for the grasshopper mowers	100-6620-0000-301	1,300.00
04/15	04/06/2015	50086	12493	Baker Supplies and Repairs	Hedger repair/ parks dept	100-6620-0000-301	37.90
04/15	04/06/2015	50086	12493	Baker Supplies and Repairs	Supplies for the garage	601-3615-0000-321	27.00
04/15	04/06/2015	50086	12493	Baker Supplies and Repairs	Repairs to Weed eater	100-6620-0000-301	108.00
04/15	04/06/2015	50086	12493	Baker Supplies and Repairs	Repair and service brush hog/ Parks dept	100-6620-0000-301	93.43
Total 50086:							1,655.36
04/15	04/06/2015	50087	12659	Bennett, Leslie and Martha	deposit refund for 1317 Kings	205-0200-0000-043	98.68
Total 50087:							98.68
04/15	04/06/2015	50088	1076	Blacks Irrigation Systems	Supplies for the Water dept	205-7605-0000-317	224.86
Total 50088:							224.86
04/15	04/06/2015	50089	1281	BSK Associates	Waste Water Testing	215-5705-0000-350	130.00
04/15	04/06/2015	50089	1281	BSK Associates	Water Dept testing	205-7605-0000-350	168.00
04/15	04/06/2015	50089	1281	BSK Associates	Waste Water Testing	215-5705-0000-350	65.00
Total 50089:							363.00
04/15	04/06/2015	50090	12126	California Business Machines	Shredder Oil for PD	100-2610-0000-301	77.40
Total 50090:							77.40
04/15	04/06/2015	50091	12664	Carrol, April	refund impound fees- dog	100-2805-0000-873	40.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50091:							40.00
04/15	04/06/2015	50092	1856	CDW Government, Inc.	MS SLD+ Office Pro Plus Lic/SA	602-1715-0000-302	1,710.73
04/15	04/06/2015	50092	1856	CDW Government, Inc.	Sales Tax	602-1715-0000-302	3,358.99
04/15	04/06/2015	50092	1856	CDW Government, Inc.	furniture for USDA grant	500-2650-0000-505	391.89
04/15	04/06/2015	50092	1856	CDW Government, Inc.	furniture for USDA grant	500-2650-0000-505	607.32
04/15	04/06/2015	50092	1856	CDW Government, Inc.	MS SLD+ Office Pro Plus Lic/SA and surface	500-2650-0000-505	4,400.57
04/15	04/06/2015	50092	1856	CDW Government, Inc.	Cisco SMARTnet extended service agreement	602-1715-0000-302	302.40
04/15	04/06/2015	50092	1856	CDW Government, Inc.	furniture for USDA grant	500-2650-0000-505	3,057.21
04/15	04/06/2015	50092	1856	CDW Government, Inc.	furniture for USDA grant	500-2650-0000-505	5,118.87
04/15	04/06/2015	50092	1856	CDW Government, Inc.	furniture for USDA grant	500-2650-0000-505	275.40
04/15	04/06/2015	50092	1856	CDW Government, Inc.	supplies for PD	100-2610-0000-300	250.46
04/15	04/06/2015	50092	1856	CDW Government, Inc.	Kinesis USB	100-2610-0000-300	106.20
04/15	04/06/2015	50092	1856	CDW Government, Inc.	furniture for USDA grant	500-2650-0000-505	140.27
04/15	04/06/2015	50092	1856	CDW Government, Inc.	Wifi blueray	500-2650-0000-505	80.34
04/15	04/06/2015	50092	1856	CDW Government, Inc.	Kaspersky Total Security for Business License - 1 Year	602-1715-0000-302	2,591.10
04/15	04/06/2015	50092	1856	CDW Government, Inc.	furniture for USDA grant	500-2650-0000-505	120.07
04/15	04/06/2015	50092	1856	CDW Government, Inc.	Tripp rack kit	602-1715-0000-302	18.76
04/15	04/06/2015	50092	1856	CDW Government, Inc.	panduit cable	602-1715-0000-302	45.92
Total 50092:							22,576.50
04/15	04/06/2015	50093	2131	Chowchilla Dolt Best	Cleaning Supplies / WWTP	215-5705-0000-315	15.71
04/15	04/06/2015	50093	2131	Chowchilla Dolt Best	Supplies for the parks Dept	100-6620-0000-315	4.10
04/15	04/06/2015	50093	2131	Chowchilla Dolt Best	Supplies for the Water Dept	205-7605-0000-317	7.01
04/15	04/06/2015	50093	2131	Chowchilla Dolt Best	Supplies for Public Works	205-7605-0000-315	5.93
04/15	04/06/2015	50093	2131	Chowchilla Dolt Best	Supplies for the Water dept	205-7605-0000-317	7.01-
04/15	04/06/2015	50093	2131	Chowchilla Dolt Best	Lights for shelter at RCW	100-6620-0000-315	18.36
04/15	04/06/2015	50093	2131	Chowchilla Dolt Best	Civic center supplies	100-6620-0000-315	64.79
Total 50093:							108.89
04/15	04/06/2015	50094	2136	Chowchilla Employees Assn.	Employee Contribution	702-0200-0000-040	50.00
Total 50094:							50.00
04/15	04/06/2015	50095	12408	Chowchilla Mid-Management	Employee Contributions	702-0200-0000-040	300.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50095:							300.00
04/15	04/06/2015	50096	2166	Chowchilla Office	Employee Contributions	702-0200-0000-040	175.00
Total 50096:							175.00
04/15	04/06/2015	50097	2171	Chowchilla Peace Officers	Employee Contribution	702-0200-0000-040	903.00
Total 50097:							903.00
04/15	04/06/2015	50098	12074	Comcast	internet for PD	602-1715-0000-310	243.64
Total 50098:							243.64
04/15	04/06/2015	50099	2446	Consolidated Electrical	Install electrical panel/ Parks Shop	100-6620-0000-315	469.95
04/15	04/06/2015	50099	2446	Consolidated Electrical	Electrical supplies for the Parks Shop	100-6620-0000-315	125.19
Total 50099:							595.14
04/15	04/06/2015	50100	11622	Cota Cole LLP	Review of Muni Code and 3 Titles	305-3620-0000-335	3,700.00
Total 50100:							3,700.00
04/15	04/06/2015	50101	3291	Don's Mobile Glass	Replace Back Window PD Unit	100-2610-0000-320	314.58
Total 50101:							314.58
04/15	04/06/2015	50102	12644	Eagle Engraving, Inc.	supplies for Fire Dept	100-2705-0000-301	312.68
04/15	04/06/2015	50102	12644	Eagle Engraving, Inc.	supplies for Fire Dept	100-2705-0000-301	84.98
Total 50102:							397.66
04/15	04/06/2015	50103	3676	Ewing Irrigation Products Inc.	Supplies for the parks dept	100-6620-0000-316	275.08
Total 50103:							275.08
04/15	04/06/2015	50104	3711	Farmers Hardware	Supplies for the WWTP	215-5705-0000-320	11.91
04/15	04/06/2015	50104	3711	Farmers Hardware	Parts for the Weed Eater	100-6620-0000-301	79.67

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
04/15	04/06/2015	50104	3711	Farmers Hardware	Supplies for the Water Dept	205-7605-0000-317	14.01
Total 50104:							105.59
04/15	04/06/2015	50105	12212	Fastenal Company	Saw blades for the Streets dept	305-3620-0000-206	33.58
04/15	04/06/2015	50105	12212	Fastenal Company	Caution tape for the parks dept	100-6620-0000-302	20.62
04/15	04/06/2015	50105	12212	Fastenal Company	Supplies for the Streets Dept	305-3620-0000-317	68.00
04/15	04/06/2015	50105	12212	Fastenal Company	Supplies for the parks Dept	100-6620-0000-302	9.18
04/15	04/06/2015	50105	12212	Fastenal Company	Supplies for the garage	601-3615-0000-321	.64
04/15	04/06/2015	50105	12212	Fastenal Company	supplies for Fire Dept	100-2705-0000-301	5.34
04/15	04/06/2015	50105	12212	Fastenal Company	supplies for Fire Dept	100-4805-0000-320	18.31
04/15	04/06/2015	50105	12212	Fastenal Company	supplies for Fire Dept	100-4805-0000-329	61.32
Total 50105:							216.99
04/15	04/06/2015	50106	3736	Ferguson Enterprises, Inc.	Purchase DI lid covers/ Streets dept	220-3650-0000-317	1,838.31
Total 50106:							1,838.31
04/15	04/06/2015	50107	3836	Fitness Peak	Employee Contribution	702-0200-0000-040	122.50
Total 50107:							122.50
04/15	04/06/2015	50108	12660	G & G Refrigeration	ice machine repair	100-1705-0000-315	218.98
Total 50108:							218.98
04/15	04/06/2015	50109	11475	Goldfarb & Lipman LLP	professional services	956-9950-0000-336	5,060.00
Total 50109:							5,060.00
04/15	04/06/2015	50110	12646	Graham Prewett Inc	Repair of Roof	500-2650-0000-507	81,177.50
Total 50110:							81,177.50
04/15	04/06/2015	50111	4561	Grainger	Motor for the WWTP	215-5705-0000-317	483.31
Total 50111:							483.31

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
04/15	04/06/2015	50112	11469	Intellipay, Inc.	Credit Card Transactions Fees	100-1720-0000-302	58.00
Total 50112:							58.00
04/15	04/06/2015	50113	5486	Johnson, Gregory	credit refund for 604 Parkridge	205-7605-0000-876	58.84
Total 50113:							58.84
04/15	04/06/2015	50114	12661	Kahlon, Pargat Singh	deposit refund for 436 Olive	205-0200-0000-043	4.37
Total 50114:							4.37
04/15	04/06/2015	50115	12179	Keenan Associates	Health Insurance Administration April 2015	602-1715-0000-336	1,200.00
Total 50115:							1,200.00
04/15	04/06/2015	50116	5631	Kelly Moore Paint Company	Paint for RCW Dugouts	100-6620-0000-315	123.52
Total 50116:							123.52
04/15	04/06/2015	50117	12658	Ladd, Brian	refund credit for 350 N 14th St	205-7605-0000-876	66.53
Total 50117:							66.53
04/15	04/06/2015	50118	6191	Mace Pest Control	Supplies for the Senior Center	100-6620-0000-315	80.00
Total 50118:							80.00
04/15	04/06/2015	50119	6271	Madera County Economic	State of County- Admin	100-1710-0000-307	300.00
Total 50119:							300.00
04/15	04/06/2015	50120	12166	Merced Transportation	services Feb 2015	325-3705-0000-336	14,550.55
Total 50120:							14,550.55
04/15	04/06/2015	50121	11541	Meyers Nave	Legal Services	100-1615-0000-335	24,734.64

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50121:							24,734.64
04/15	04/06/2015	50122	12282	Mid Valley Disposal Inc.	Rent for March	100-1712-0000-800	51,563.87
Total 50122:							51,563.87
04/15	04/06/2015	50123	6886	Mid-Valley Pipe & Steele, Inc	Parts for Unit #346	305-3620-0000-316	19.93
Total 50123:							19.93
04/15	04/06/2015	50124	12636	MII Investment Inc	deposit refund for 26 Humboldt	205-0200-0000-043	99.60
Total 50124:							99.60
04/15	04/06/2015	50125	6966	Mobile Communications Inc.	Monthly Repeater Rental	325-3705-0000-301	84.00
Total 50125:							84.00
04/15	04/06/2015	50126	12656	Nation & Badilla Investigations	Contract Services	100-2610-0000-336	2,354.00
Total 50126:							2,354.00
04/15	04/06/2015	50127	7236	National Business Furniture	furniture	500-2650-0000-505	26,341.42
Total 50127:							26,341.42
04/15	04/06/2015	50128	7281	NBS Government Finance	Qtr 1 admin fees Jan-Mar 2015	542-4832-0000-336	3,971.72
04/15	04/06/2015	50128	7281	NBS Government Finance	Quarter 1 admin fees Jan-Mar 2015	800-8850-0000-336	1,359.48
04/15	04/06/2015	50128	7281	NBS Government Finance	Contract Services	540-4830-0000-336	225.00
Total 50128:							5,556.20
04/15	04/06/2015	50129	12214	NR Cleaning Services	janitorial services for Civic Center	100-1705-0000-315	1,030.00
Total 50129:							1,030.00
04/15	04/06/2015	50130	12330	Pacific Plan Review Inc	plan check perm# 15-0031 312 Ventura	100-4805-0000-337	225.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50130:							225.00
04/15	04/06/2015	50131	7966	Platt Electrical Supply	Supplies for light repairs at RCW	100-6620-0000-315	220.63
04/15	04/06/2015	50131	7966	Platt Electrical Supply	Electrical supplies for the parks Shop	100-6620-0000-315	896.81
04/15	04/06/2015	50131	7966	Platt Electrical Supply	Lights in the corp yard for the Mid-Valley trucks	100-1712-0000-315	244.40
04/15	04/06/2015	50131	7966	Platt Electrical Supply	Supplies for light repairs at RCW	100-6620-0000-315	167.70
04/15	04/06/2015	50131	7966	Platt Electrical Supply	Returned supplies/ WWTP	215-5705-0000-315	48.66-
04/15	04/06/2015	50131	7966	Platt Electrical Supply	Light switches- Council chambers	100-1712-0000-315	16.24
04/15	04/06/2015	50131	7966	Platt Electrical Supply	Supplies for light repairs at RCW	100-6620-0000-315	65.35
04/15	04/06/2015	50131	7966	Platt Electrical Supply	plate cover for light switch- Council Chamber	100-1710-0000-301	.50
04/15	04/06/2015	50131	7966	Platt Electrical Supply	Lights for Council Chambers	100-1710-0000-301	31.32
04/15	04/06/2015	50131	7966	Platt Electrical Supply	Supplies for streets	305-3620-0000-320	157.14
Total 50131:							1,751.43
04/15	04/06/2015	50132	11612	ProClean Supply	Janitorial Supplies for the Fire Station	100-2705-0000-315	711.89
04/15	04/06/2015	50132	11612	ProClean Supply	Janitorial supplies for City Facilities	100-6620-0000-315	52.19
Total 50132:							764.08
04/15	04/06/2015	50133	8796	S & W Auto Parts Inc.	Civic center A/C repair	100-1705-0000-315	15.65
04/15	04/06/2015	50133	8796	S & W Auto Parts Inc.	Parts for Unit #17	100-6620-0000-301	54.17
04/15	04/06/2015	50133	8796	S & W Auto Parts Inc.	Parts for Unit #17	100-6620-0000-301	15.41
Total 50133:							85.23
04/15	04/06/2015	50134	11961	Safari Books Online	Premium Librarary Renewal	602-1715-0000-305	842.28
Total 50134:							842.28
04/15	04/06/2015	50135	9206	Self Help Enterprises	Loan Portfolio Mgmt for Feb 2015- RDA	956-9950-0000-336	1,824.00
04/15	04/06/2015	50135	9206	Self Help Enterprises	reports- quarterly HOME and CDBG	415-4810-0000-336	300.00
Total 50135:							2,124.00
04/15	04/06/2015	50136	1136	Silva Ford Madera	Repairs to PD Unit 50 & 55	100-2610-0000-320	406.67

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50136:							406.67
04/15	04/06/2015	50137	10116	Tesei Petroleum Inc.	Fuel for City	325-3705-0000-320	3,272.10
04/15	04/06/2015	50137	10116	Tesei Petroleum Inc.	Fuel for City	325-3705-0000-320	2,937.29
04/15	04/06/2015	50137	10116	Tesei Petroleum Inc.	Compressor oil for the WWTP	215-5705-0000-320	350.82
Total 50137:							6,560.21
04/15	04/06/2015	50138	10176	The Presort Center	Shut off notice Mar	215-1720-0000-336	267.63
04/15	04/06/2015	50138	10176	The Presort Center	Newsletter & Utility Billings Mar 15	215-1720-0000-336	2,244.95
04/15	04/06/2015	50138	10176	The Presort Center	Newsletters and envelopes March	215-1720-0000-336	383.80
04/15	04/06/2015	50138	10176	The Presort Center	envelopes	100-1720-0000-300	1,712.88
Total 50138:							4,609.26
04/15	04/06/2015	50139	11537	Toshiba Financial Services	Copier Lease for 4/15-5/14/15	602-1715-0000-408	984.72
04/15	04/06/2015	50139	11537	Toshiba Financial Services	Copier Lease for 4/15/15-5/14/15	602-1715-0000-408	588.01
Total 50139:							1,572.73
04/15	04/06/2015	50140	11640	TotalFunds By Hasler	prepaid postage	100-0100-0000-020	1,000.00
Total 50140:							1,000.00
04/15	04/06/2015	50141	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses	100-2618-1202-324	37.79
04/15	04/06/2015	50141	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses	100-2610-0000-302	596.37
04/15	04/06/2015	50141	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses	100-1710-0000-307	28.13
04/15	04/06/2015	50141	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Late Fee	602-1715-0000-336	4.12
04/15	04/06/2015	50141	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses	100-1710-0000-305	251.67
04/15	04/06/2015	50141	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses	100-2610-0000-300	34.41-
04/15	04/06/2015	50141	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses	100-6625-0000-305	1,060.33
04/15	04/06/2015	50141	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses	602-1715-0000-310	595.86
04/15	04/06/2015	50141	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses	602-1715-0000-302	122.26
Total 50141:							2,662.12
04/15	04/06/2015	50142	10756	Verizon Wireless	cell phones	100-1610-0000-301	266.07
04/15	04/06/2015	50142	10756	Verizon Wireless	Air Cards for 2/10/15-3/9/15	100-2705-0000-310	869.41

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
04/15	04/06/2015	50142	10756	Verizon Wireless	phones	602-1715-0000-310	689.92
Total 50142:							1,825.40
04/15	04/06/2015	50143	10911	Vulcan Materials	Street patch materials / Streets dept	305-3620-0000-317	330.74
04/15	04/06/2015	50143	10911	Vulcan Materials	Street Patching Materials/ Streets Dept	305-3620-0000-317	350.22
Total 50143:							680.96
04/15	04/06/2015	50144	11216	Wlodarczyk, Kurt	Zetron Radion Training-Final	100-2610-0000-500	130.77
Total 50144:							130.77
04/15	04/06/2015	50145	12647	Zaks Security	Prisoner watch	100-2610-0000-336	2,317.50
Total 50145:							2,317.50
04/15	04/06/2015	50146	11381	Zoom Imaging Solutions, Inc.	contracted services	602-1715-0000-301	654.04
04/15	04/06/2015	50146	11381	Zoom Imaging Solutions, Inc.	contracted services	602-1715-0000-301	30.71
04/15	04/06/2015	50146	11381	Zoom Imaging Solutions, Inc.	contracted services	602-1715-0000-301	27.68
04/15	04/06/2015	50146	11381	Zoom Imaging Solutions, Inc.	contracted services	602-1715-0000-301	11.81
Total 50146:							724.24
04/15	04/13/2015	50147	296	Alert-O-Lite	Traffic Equipment rental for the Stampede	100-4905-0000-399	1,027.24
Total 50147:							1,027.24
04/15	04/13/2015	50148	421	AmeriPride	Supplies for Public Works	310-3625-0000-315	111.47
04/15	04/13/2015	50148	421	AmeriPride	supplies for Civic Center	100-1705-0000-315	59.18
04/15	04/13/2015	50148	421	AmeriPride	Supplies for the Garage	601-3615-0000-315	51.35
04/15	04/13/2015	50148	421	AmeriPride	Supplies for Public Works	310-3625-0000-315	125.97
04/15	04/13/2015	50148	421	AmeriPride	Supplies for the WWTP	215-5705-0000-315	15.68
04/15	04/13/2015	50148	421	AmeriPride	Supplies for the Senior center	100-6615-0000-315	33.68
Total 50148:							397.33
04/15	04/13/2015	50149	12673	Backflow Distributors Inc	Backflow Tester repair parts/ Water dept	205-7605-0000-317	218.13

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50149:							218.13
04/15	04/13/2015	50150	12493	Baker Supplies and Repairs	Repair parts for Unit #25	100-6620-0000-301	68.03
04/15	04/13/2015	50150	12493	Baker Supplies and Repairs	Repairs to the Parks Dept blower	100-6620-0000-301	69.82
Total 50150:							137.85
04/15	04/13/2015	50151	11760	Bates, Jennifer	deposit refund for 15135 Torrey Pines	205-0200-0000-043	87.08
Total 50151:							87.08
04/15	04/13/2015	50152	12447	Blue Line Rental	Concrete trailer rental for side walk repairs	305-3620-0000-317	129.87
Total 50152:							129.87
04/15	04/13/2015	50153	1281	BSK Associates	Waste Water Testing	215-5705-0000-350	65.00
04/15	04/13/2015	50153	1281	BSK Associates	Water Dept testing	205-7605-0000-350	344.00
04/15	04/13/2015	50153	1281	BSK Associates	Waste Water Testing	215-5705-0000-350	65.00
04/15	04/13/2015	50153	1281	BSK Associates	Water Dept testing	205-7605-0000-350	344.00
Total 50153:							818.00
04/15	04/13/2015	50154	1781	Caselle, Inc.	Contracted Support Services Mar 2015	603-1720-0000-302	920.00
Total 50154:							920.00
04/15	04/13/2015	50155	12482	Chambers, Michael	Prosecuting Abuse of Children Training	100-2610-0000-305	152.50
Total 50155:							152.50
04/15	04/13/2015	50156	2131	Chowchilla Dolt Best	Supplies for the S & L building	100-6620-0000-315	3.23
04/15	04/13/2015	50156	2131	Chowchilla Dolt Best	Street light repair supplies	305-3620-0000-317	13.82
04/15	04/13/2015	50156	2131	Chowchilla Dolt Best	supplies for PD	100-2610-0000-315	4.83
04/15	04/13/2015	50156	2131	Chowchilla Dolt Best	Supplies for the parks dept	100-6620-0000-315	12.74
04/15	04/13/2015	50156	2131	Chowchilla Dolt Best	Plumbing supplies/ Ed Ray Park	100-6620-0000-317	3.01
04/15	04/13/2015	50156	2131	Chowchilla Dolt Best	Supplies for the Water Dept	205-7605-0000-317	14.73
04/15	04/13/2015	50156	2131	Chowchilla Dolt Best	Supplies for the Water Dept	205-7605-0000-317	7.42
04/15	04/13/2015	50156	2131	Chowchilla Dolt Best	Gas cans for the Parks Dept	100-6620-0000-301	37.79

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
04/15	04/13/2015	50156	2131	Chowchilla Dolt Best	Return supplies/ Water Dept	205-7605-0000-317	6.98-
04/15	04/13/2015	50156	2131	Chowchilla Dolt Best	Supplies for the Water Dept	205-7605-0000-317	2.99
04/15	04/13/2015	50156	2131	Chowchilla Dolt Best	Supplies for the Water Dept	100-6620-0000-317	83.78
04/15	04/13/2015	50156	2131	Chowchilla Dolt Best	Supplies for the Parks dept	100-6620-0000-317	.98
04/15	04/13/2015	50156	2131	Chowchilla Dolt Best	Supplies for the Parks dept	100-6620-0000-317	3.77
04/15	04/13/2015	50156	2131	Chowchilla Dolt Best	Irrigation repair supplies/ parks	100-6620-0000-317	33.57
04/15	04/13/2015	50156	2131	Chowchilla Dolt Best	Corp yard light repair supplies	205-7605-0000-315	5.15
Total 50156:							220.83
04/15	04/13/2015	50157	12670	Cisco, Alice Harris	deposit refund for 104 Mariposa	205-0200-0000-043	98.67
Total 50157:							98.67
04/15	04/13/2015	50158	11622	Cota Cole LLP	Professional Fees- 10158.000	100-1615-0000-335	8,843.31
04/15	04/13/2015	50158	11622	Cota Cole LLP	Professional Fees- 10158.229	100-1615-0000-335	228.00
04/15	04/13/2015	50158	11622	Cota Cole LLP	Professional Fees- 10158.230	100-1615-0000-335	101.40
04/15	04/13/2015	50158	11622	Cota Cole LLP	Professional Fees- 10158.226	100-1615-0000-335	513.00
04/15	04/13/2015	50158	11622	Cota Cole LLP	Professional Fees- 10158.218	100-1615-0000-335	181.48
04/15	04/13/2015	50158	11622	Cota Cole LLP	Professional Fees- 10158.228	100-1615-0000-335	608.07
04/15	04/13/2015	50158	11622	Cota Cole LLP	Professional Fees- 10158.006	100-1615-0000-335	551.00
04/15	04/13/2015	50158	11622	Cota Cole LLP	Professional Fees- 10158.003	100-1615-0000-335	950.00
04/15	04/13/2015	50158	11622	Cota Cole LLP	Professional Fees- 10158.002	100-1615-0000-335	9,889.70
Total 50158:							21,865.96
04/15	04/13/2015	50159	2821	DATCO Services Coporation	2015 2nd Qtr fee for professional services	325-3705-0000-306	10.50
Total 50159:							10.50
04/15	04/13/2015	50160	12643	David Leonard Associates	professional services	701-0200-0000-042	525.00
Total 50160:							525.00
04/15	04/13/2015	50161	3276	Dom's Electric Motor Shop	New pump for Amador Lift Station	215-5705-0000-317	5,985.03
Total 50161:							5,985.03
04/15	04/13/2015	50162	3711	Farmers Hardware	Street sign repair supplies	305-3620-0000-317	.60

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
04/15	04/13/2015	50162	3711	Farmers Hardware	Repair Parts for Unit #364	305-3620-0000-316	21.79
04/15	04/13/2015	50162	3711	Farmers Hardware	Supplies for the Parks Dept	100-6625-0000-332	23.72
04/15	04/13/2015	50162	3711	Farmers Hardware	Supplies for the Streets dept	305-3620-0000-317	12.29
Total 50162:							58.40
04/15	04/13/2015	50163	12212	Fastenal Company	Safety goggles for the Parks dept	100-6620-0000-302	40.67
04/15	04/13/2015	50163	12212	Fastenal Company	Safety supplies for the Parks dept	100-6620-0000-302	43.19
Total 50163:							83.86
04/15	04/13/2015	50164	12672	Fregoso, Jonas	deposit refund for 428 Washington	205-0200-0000-043	16.11
Total 50164:							16.11
04/15	04/13/2015	50165	12671	Gideon, David and	deposit refund for 535 S Seventh St	205-0200-0000-043	59.80
Total 50165:							59.80
04/15	04/13/2015	50166	4616	Grover Landscape Services Inc.	Monthly Landscape for March 2015	100-6620-0000-336	2,535.00
Total 50166:							2,535.00
04/15	04/13/2015	50167	4846	HD Supply Waterworks	Water line repair parts/ Water Dept	205-7605-0000-317	311.37
Total 50167:							311.37
04/15	04/13/2015	50168	12225	Home Depot Credit Services	Supplies for the parks dept	100-6620-0000-315	6.29
Total 50168:							6.29
04/15	04/13/2015	50169	5066	Hormel, Tyler	Prosecuting Abuse Training	100-2610-0000-305	152.50
Total 50169:							152.50
04/15	04/13/2015	50170	12179	Keenan Associates	Monthly Admin of Insurances for May 2015	602-1715-0000-336	1,200.00
Total 50170:							1,200.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
04/15	04/13/2015	50171	5631	Kelly Moore Paint Company	Graffiti Abatement supplies	100-6620-0000-315	109.18
Total 50171:							109.18
04/15	04/13/2015	50172	12531	Madera County Fairmead Landfill	Disposal Services for March 2015	210-5605-0000-351	14,337.80
Total 50172:							14,337.80
04/15	04/13/2015	50173	6791	Merced Sun-Star	council resolution- Weed abatement	100-4805-0000-337	182.88
Total 50173:							182.88
04/15	04/13/2015	50174	12166	Merced Transportation	contracted services Mar 2015	325-3705-0000-336	14,453.87
Total 50174:							14,453.87
04/15	04/13/2015	50175	11541	Meyers Nave	Legal Services for March 2015	100-1615-0000-335	30,255.44
Total 50175:							30,255.44
04/15	04/13/2015	50176	12282	Mid Valley Disposal Inc.	Disposal Services for city roll-off bins	210-5605-0000-350	186.23
Total 50176:							186.23
04/15	04/13/2015	50177	6966	Mobile Communications Inc.	Monthly Repeater Rental	325-3705-0000-301	84.00
Total 50177:							84.00
04/15	04/13/2015	50178	7281	NBS Government Finance	disclosure reporting services- RDA	956-9950-0000-336	3,661.88
04/15	04/13/2015	50178	7281	NBS Government Finance	professional services	542-4832-0000-336	1,994.75
04/15	04/13/2015	50178	7281	NBS Government Finance	Delinquency Management-Refunded AD 2002-1	542-4832-0000-336	1,085.52
Total 50178:							6,742.15
04/15	04/13/2015	50179	12214	NR Cleaning Services	Janitorial Services for the Restrooms	100-6620-0000-315	510.00
Total 50179:							510.00
04/15	04/13/2015	50180	7516	Office Depot	Office Supplies/ Public Works	215-5705-0000-300	15.68

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50180:							15.68
04/15	04/13/2015	50181	12330	Pacific Plan Review Inc	perm# 15-0013 1700 Robertson	100-4805-0000-337	1,408.16
04/15	04/13/2015	50181	12330	Pacific Plan Review Inc	permit# 15-0047 1400 Trinity	100-4805-0000-337	542.88
04/15	04/13/2015	50181	12330	Pacific Plan Review Inc	Additional hrs for project 900 Commerce Dr	100-4805-0000-337	255.00
04/15	04/13/2015	50181	12330	Pacific Plan Review Inc	additional hrs for project 2508 Villa Di Ubaldo	100-4805-0000-337	255.00
Total 50181:							2,461.04
04/15	04/13/2015	50182	11772	PARS	PARS Administration for February 2015	305-3620-0000-206	416.16
Total 50182:							416.16
04/15	04/13/2015	50183	7911	Piepenbrok, D. Martin	California Parks & Rec Conference	100-6625-0000-305	369.45
Total 50183:							369.45
04/15	04/13/2015	50184	7966	Platt Electrical Supply	Supplies for the Parks Dept	100-6620-0000-315	52.27
Total 50184:							52.27
04/15	04/13/2015	50185	11482	Price Paige & Company	professional services Mar 2015	100-1720-0000-302	34,865.00
Total 50185:							34,865.00
04/15	04/13/2015	50186	12283	R & R Pool Service	Monthly Fountain Service	310-3625-0000-316	105.00
Total 50186:							105.00
04/15	04/13/2015	50187	8796	S & W Auto Parts Inc.	Parts for Unit #342	100-6620-0000-301	64.76
04/15	04/13/2015	50187	8796	S & W Auto Parts Inc.	Parts for the fork lift	305-3620-0000-301	15.66
04/15	04/13/2015	50187	8796	S & W Auto Parts Inc.	Parts for Unit #27	100-6620-0000-320	103.67
04/15	04/13/2015	50187	8796	S & W Auto Parts Inc.	Parts for Unit #27	100-6620-0000-320	66.92
04/15	04/13/2015	50187	8796	S & W Auto Parts Inc.	Parts for unit #27	100-6620-0000-320	21.59
04/15	04/13/2015	50187	8796	S & W Auto Parts Inc.	Parts for Unit #342	100-6620-0000-301	13.54
04/15	04/13/2015	50187	8796	S & W Auto Parts Inc.	Parts for Unit #80	215-5705-0000-301	6.53
04/15	04/13/2015	50187	8796	S & W Auto Parts Inc.	Parts for Unit #80	215-5705-0000-301	26.16
04/15	04/13/2015	50187	8796	S & W Auto Parts Inc.	Parts for Unit #27	100-6620-0000-320	6.60

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
04/15	04/13/2015	50187	8796	S & W Auto Parts Inc.	Parts for Unit #342	601-3615-0000-301	5.17
04/15	04/13/2015	50187	8796	S & W Auto Parts Inc.	Supplies for Well #11	205-7605-0000-317	5.44
04/15	04/13/2015	50187	8796	S & W Auto Parts Inc.	supplies CATX bus# 20	325-3705-0000-320	66.05
04/15	04/13/2015	50187	8796	S & W Auto Parts Inc.	supplies CATX bus#20	325-3705-0000-320	20.60
Total 50187:							422.69
04/15	04/13/2015	50188	12667	Scarborough, Lori and Chase	deposit refund for 14075 Spyglass	205-0200-0000-043	58.26
Total 50188:							58.26
04/15	04/13/2015	50189	12668	Solar City	refund for 11473 Meadow Brook #14-0282	100-4805-0000-820	152.80
04/15	04/13/2015	50189	12668	Solar City	permit refund for 4230 Brentwood #15-0003	100-4805-0000-820	152.80
04/15	04/13/2015	50189	12668	Solar City	refund for permit 514 Jefferson #15-0021	100-4805-0000-820	152.80
Total 50189:							458.40
04/15	04/13/2015	50190	9376	Sparkletts	Supplies for the WWTP	215-5705-0000-315	51.82
Total 50190:							51.82
04/15	04/13/2015	50191	9951	T & T Pavement Markings &	Reface Stop signs/ Streets Dept	305-3620-4000-317	547.72
Total 50191:							547.72
04/15	04/13/2015	50192	10011	Target Specialty Products	Pre-emergent weed abatement spray/ Streets dept	305-3620-0000-316	842.28
Total 50192:							842.28
04/15	04/13/2015	50193	10116	Tesei Petroleum Inc.	Fuel Services/ Corp Yard	100-6620-0000-320	1,324.46
04/15	04/13/2015	50193	10116	Tesei Petroleum Inc.	Gear oil for the WWTP	215-5705-0000-320	75.22
04/15	04/13/2015	50193	10116	Tesei Petroleum Inc.	Fuel for Fire Dept	100-2705-0000-320	27.00
Total 50193:							1,426.68
04/15	04/13/2015	50194	11632	Turner's Towing	towing to auction #68	215-5705-0000-320	109.00
04/15	04/13/2015	50194	11632	Turner's Towing	towing to auction #60	100-2610-0000-320	109.00
04/15	04/13/2015	50194	11632	Turner's Towing	towing to auction #171	100-2610-0000-320	109.00
04/15	04/13/2015	50194	11632	Turner's Towing	towing to auction #58	100-2610-0000-320	109.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
04/15	04/13/2015	50194	11632	Turner's Towing	towing to auction #56	100-2610-0000-320	109.00
Total 50194:							545.00
04/15	04/13/2015	50195	10571	US BANK (I.M.P.A.C. CAL-CARD)	Home Depot/ Small tools/ WWTP	215-5705-0000-320	643.93
04/15	04/13/2015	50195	10571	US BANK (I.M.P.A.C. CAL-CARD)	Oreilly Auto Parts/ Unit #49	100-2610-0000-320	699.64
04/15	04/13/2015	50195	10571	US BANK (I.M.P.A.C. CAL-CARD)	USPS- postage	100-4605-0000-300	8.95
04/15	04/13/2015	50195	10571	US BANK (I.M.P.A.C. CAL-CARD)	Supplies for the message board	305-3620-0000-301	10.11
04/15	04/13/2015	50195	10571	US BANK (I.M.P.A.C. CAL-CARD)	JMP Business Sys-ink for postage meter	100-0100-0000-020	161.95
04/15	04/13/2015	50195	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses	100-2610-0000-302	27.25
04/15	04/13/2015	50195	10571	US BANK (I.M.P.A.C. CAL-CARD)	Wilbur-Ellis / Class registration/ J. Roman	100-6620-0000-305	150.00
04/15	04/13/2015	50195	10571	US BANK (I.M.P.A.C. CAL-CARD)	Back flow Testing Class/ R. Acree	205-7605-0000-305	459.59
04/15	04/13/2015	50195	10571	US BANK (I.M.P.A.C. CAL-CARD)	Disc Blade for Sewer Plant	215-5705-0000-301	831.86
Total 50195:							2,993.28
04/15	04/13/2015	50196	12669	Whitlow, April	deposit refund for 12345 Poppy Hills	205-0200-0000-043	91.79
Total 50196:							91.79
04/15	04/14/2015	50197	12593	Lehr, Carolyn	Lodging Per Contract for 3/23/15-3/26/15	100-1710-0000-336	439.96
04/15	04/14/2015	50197	12593	Lehr, Carolyn	Lodging for 3/29/15 to 3/31/15 Per Contract	100-1710-0000-336	329.97
04/15	04/14/2015	50197	12593	Lehr, Carolyn	Lodging for 4/6/15-4/10/15 Per Contract	100-1710-0000-336	549.95
Total 50197:							1,319.88
04/15	04/14/2015	50198	12033	Lima, Nanci	League of CA Cities Meeting	100-1710-0000-307	336.38
Total 50198:							336.38
04/15	04/14/2015	50199	6626	McClendon, Joann	CCAC Conference	100-1710-0000-305	293.26
Total 50199:							293.26
04/15	04/14/2015	50200	12488	R3 Consulting Group, Inc	Fee for Solid Waste Consulting	210-5605-0000-335	10,880.00
Total 50200:							10,880.00
04/15	04/21/2015	50201	2136	Chowchilla Employees Assn.	Employee Contribution	702-0200-0000-040	50.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50201:							50.00
04/15	04/21/2015	50202	12408	Chowchilla Mid-Management	Employee Contributions	702-0200-0000-040	300.00
Total 50202:							300.00
04/15	04/21/2015	50203	2166	Chowchilla Office	Employee Contributions	702-0200-0000-040	175.00
Total 50203:							175.00
04/15	04/21/2015	50204	2171	Chowchilla Peace Officers	Employee Contribution	702-0200-0000-040	903.00
Total 50204:							903.00
04/15	04/21/2015	50205	3836	Fitness Peak	Employee Contribution	702-0200-0000-040	122.50
Total 50205:							122.50
04/15	04/21/2015	50206	12663	Roto-Rooter	Unplug sewer main line on Ventura	215-5705-0000-317	1,660.00
Total 50206:							1,660.00
04/15	04/21/2015	50207	10556	Upton, Joanne	Regional Water Mgmt Meeting	205-7605-0000-307	68.77
Total 50207:							68.77
Grand Totals:							432,149.50

Report Criteria:

Report type: Invoice detail

M = Manual Check, V = Void Check



REPORT TO THE CITY COUNCIL

Council Meeting of May 12, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Consideration to Advertise for Request for Qualifications/Proposals of Robertson Blvd. & 11th Street Pedestrian Facility Improvements Project, State Funded Active Transportation Program
Prepared By:	<u>Jaspreet Mangat, Engineer I</u>
Authorized By:	<u>Craig Locke, City Engineer/Public Works Director</u>
Approved By:	<u>Carolyn Lehr, Interim City Administrator</u>

RECOMMENDATION:

Staff recommends that City Council to approve advertisement for the Request for Qualifications/Proposals of Robertson Blvd. & 11th Street Pedestrian Improvements Project.

HISTORY / BACKGROUND:

City of Chowchilla submitted an Application for funding for Safe Routes to School (SRTS) – Active Transportation Program in May/June of 2014.

City received notification that it was awarded \$550,000 for Robertson Blvd. and 11th Street Pedestrian improvements Project under Cycle I of Active Transportation Program (ATP). Per Caltrans approval letter, the project may include items ineligible for reimbursement. Chowchilla Project was programmed in the Federal Statewide Transportation Improvement Program (FSTIP) and we will receive allocation from the California Transportation Commission authorization to proceed with the project. CEQA Notice of Exemption has been filed with the County of Madera.

The ATP funded projects such as ours will encourage increased use of active modes of transportation in our community and will provide the safe and improved pedestrian paths to the students.

FINANCIAL IMPACT:

Funds expended on eligible items will be reimbursed following project closeout and request for reimbursement. Project is fully funded at \$550,000.00 (ATP)

ATTACHMENTS:

Resolution
RFQ Document

COUNCIL RESOLUTION # -15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA AUTHORIZING THE CITY STAFF TO ADVERTISE FOR REQUEST FOR QUALIFICATIONS/PROPOSALS OF ROBERTSON BLVD. & 11TH STREET PEDESTRIAN IMPROVEMENTS PROJECT

WHEREAS, the City of Chowchilla (City) is a Municipal Corporation which provides services and facilities to the citizens of the community; and

WHEREAS, City applied for a Safe Route to School Grant under Active Transportation program (ATP) in May 2014 to make pedestrian improvements on Robertson Blvd. from 7th to 15th street and on 11th street from Humboldt Ave. to Ventura Ave.; and

WHEREAS, on September 27, 2014, City has been awarded with the grant of \$550,000 fully funded with reimbursement method; and

WHEREAS, City's Public Works Department has prepared the Request for Qualifications/Proposals document to advertise for Design Services; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chowchilla hereby finds and determines the following:

1. The recitals above are true and correct.
2. The City Administrator is hereby authorized to issue a Request for Qualifications/Proposals to hire a Consultant for Design Services.
3. This Resolution is effective immediately upon adoption.

PASSED AND ADOPTED by City Council of the City of Chowchilla this 12th day of May 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon
Deputy City Clerk

CITY OF CHOWCHILLA CALIFORNIA



REQUEST FOR QUALIFICATIONS/PROPOSALS

Engineering Services to Prepare Plans and Contract Documents of the Robertson Blvd. and 11th Street Pedestrian Improvements Project



DATE ISSUED: May 15, 2015

PROPOSALS DUE: June 15, 2015

SEND PROPOSALS TO: Craig Locke, City Engineer/Public Works Director
(Three Copies) City of Chowchilla
130 S. Second Street
Chowchilla, CA 93610

REFER QUESTIONS TO: Craig Locke
City Engineer & Director of Public Works
Public Works

REQUEST FOR QUALIFICATIONS

Engineering Services to Prepare Plans and Contract Documents of the Robertson Blvd. and 11th Street Pedestrian Improvements Project

SECTION I – GENERAL INFORMATION

I-1. Request for Qualifications

The City of Chowchilla invites qualified firms or individuals to provide design and engineering services for the Robertson Blvd. and 11th Street Pedestrian Improvements Project based upon the scope of work contained in the Request for Qualifications/Proposals. The intent is to select one firm to provide services. Proposers responding to the RFQ should have a demonstrated experience in key topic areas, described in this document, along with demonstrated experience collaborating with municipalities and community groups on similar projects.

I-2. Official Contacts

Questions regarding the scope of services must be directed to:

Craig Locke, City Engineer & Director of Public Services
(559)665-8615, ext 300
E-mail: clocke@ci.chowchilla.ca.us

Jaspreet Mangat, Engineer I
(559)665-8615, ext 307
E-mail: jmangat@ci.chowchilla.ca.us

I-3. Proposal Due Date

The Technical Qualifications Proposal and Fee Proposal must be submitted in separate envelopes clearly identified and marked:

Three (3) print copies of the proposal must be delivered to the City of Chowchilla at, 130 S. Second Street, Chowchilla, CA 93610, no later than July 6, 2015 at 04:00 pm local time. Facsimile or electronically transmitted proposals will not be accepted. Late proposals will be kept by the City, but not considered for award. Proposals must be sealed and clearly addressed and marked with the correct title.

Any proposal may be withdrawn at any time before the “Proposal Due” date and time, by providing a written request for the withdrawal of the proposal to the City Clerk’s Office. A duly authorized representative of the firm shall execute the request. Withdrawal of a proposal will not prejudice the right of the proposer to file a new proposal.

REQUEST FOR QUALIFICATIONS

Engineering Services to Prepare Plans and Contract Documents of the Robertson Blvd. and 11th Street Pedestrian Improvements Project

Mark Envelopes: TECHNICAL QUALIFICATIONS PROPOSAL – ROBERTSON BLVD. & 11TH STREET PEDESTRIAN SAFETY IMPROVEMENTS

FEE PROPOSAL – ROBERTSON BLVD. & 11TH STREET PEDESTRIAN SAFETY IMPROVEMENTS

I-4. Addenda

The City may modify the RFQ at any time prior to the RFQ due date, by issuance of a written addendum to all proposers who are participating in the process at the time the addendum is issued. Addenda will also be provided on the City web site. Addenda will be numbered consecutively. Verbal modifications to the RFQ specifications shall not be binding upon the City.

I-5. Irregularities

The City reserves the right to waive any non-material irregularities or information in the RFQ or in any proposal.

I-6. Incurred Costs

The City is not liable for any costs incurred by a proposer in the preparation and/or presentation of a proposal.

I-7 Equal Opportunity Policy for Contractors

The City of Chowchilla requires all Proposers to comply with equal opportunity polices. The City of Chowchilla's programs, services, employment opportunities, and volunteer positions and contracts are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation.

I-8. City Business License

The selected proposer will be required to obtain a City Business License.

SECTION II – PROPOSAL FORM AND CONTENT

II-1 Proposal Submittal

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the

REQUEST FOR QUALIFICATIONS

Engineering Services to Prepare Plans and Contract Documents of the Robertson Blvd. and 11th Street Pedestrian Improvements Project

RFQ, and should be easily reproducible. Emphasis should be on completeness and clarity of content and cost effectiveness of the proposal.

All pages of the proposal must be numbered consecutively. The proposal shall not exceed **25** pages in length. The proposal must be organized in accordance with the list of proposal contents.

Proposers are encouraged to improve upon the tasks, work items, or other elements described in this RFQ. However, prior to developing a proposal based on significant changes to the scope, proposers may wish to check with **Craig Locke** to ensure that the City views the changes as desirable improvements.

II-2 Proposal Form and Content

A. Technical Qualifications Submittal Requirements

Proposals shall be transmitted with a cover letter identifying your firm that must be signed by an official authorized to bind the proposer contractually and contain a statement that the proposal is a firm offer for a ninety (90) day period.

The letter shall contain the following:

Name of Official
Title of Official
Address of Official
Telephone Numbers
Fax Numbers
E-Mail Address

An unsigned proposal or one signed by an individual not authorized to bind the Proposer will be rejected.

The submittal will be in two (2) parts:

a. The first part will enable the City to appraise the general qualification of the consultant. It involves only providing the following information in the same sequence as listed below;

1. Organization chart for project showing personnel and sub consultants

REQUEST FOR QUALIFICATIONS

Engineering Services to Prepare Plans and Contract Documents of the Robertson Blvd. and 11th Street Pedestrian Improvements Project

2. Project Manager and Project Engineer who will be responsible for the project, and their education, credentials, experience, and a list of similar projects completed in the last two years.
 3. Key personnel (design, structural, soils engineer ect.) who will work on the project with their education, credentials, and experience on comparable projects (firm's standard 1 biography acceptable)
 4. Sub consultants to be used, if any, and their experience in their respective fields on comparable projects
 5. List all comparable projects completed in the last (3) years with names and phone numbers of agency contact persons.
- b. The intent of this section is to outline the tasks required to complete the project and to establish the necessary timelines.**
1. The proposal shall include a list of each major task to prepare the plans and specifications, and a tentative schedule.
 2. The City will expect to review the proposed plans and specifications when they are 30% complete (conceptual), 60% complete and 90% complete. **The final design including all the submittals shall be completed by November 4, 2015.**

B. Fee Proposal Submittal Requirements

The Consultant's Fee Proposal shall contain the following:

1. The fee proposal shall be submitted for the consultant services outlined in the scope of work, of this RFP. The basis of payment for the services provided under this agreement shall be maximum not-to-exceed fee. The fee proposal shall be identified for each phase of work.
2. The consultant shall submit a breakdown of the anticipated costs by task. Indicate the number of staff hours and hourly rates. Include all materials and equipment cost that will be necessary in completing this project.

REQUEST FOR QUALIFICATIONS

Engineering Services to Prepare Plans and Contract Documents of the Robertson Blvd. and 11th Street Pedestrian Improvements Project

3. Cost proposals should also be separated out and clearly identified. Anticipated tasks shall be categorized with a total cumulative sum of all the categories.
4. Firms and sub consultants current fee schedule for personnel

SUBMIT NO MORE INFORMATION THAN REQUESTED IN THE REQUEST FOR PROPOSAL

SECTION III – BACKGROUND & SCOPE OF WORK

I. Project Description

The City of Chowchilla is planning to improve the conditions of the pedestrian facilities on 11th street and Robertson Ave. in Chowchilla, CA. City of Chowchilla has received grants under the Active Transportation Program to reduce injuries and fatalities to school children and to encourage walking and bicycling among students. This project would entail the design of the new sidewalk; curb ramps, curb & gutter, stop signs, and other traffic signs. The City of Chowchilla is seeking a firm with the knowledge and experience to survey and design the pedestrian improvements facilities as described above.

II. Project Location

The project will take place on Robertson Boulevard (State Route 233) between 7th and 15th Street and 11th Street from Ventura Avenue to Humboldt Avenue in Chowchilla (See Exhibit A, Vicinity Map). The project is intended as a Safe Routes to School effort that will enhance safety of non-motorized travel (NMT) primarily for elementary and middle school students along primary routes to schools in Chowchilla Elementary School District.

III. Existing Facilities

Degradation of existing sidewalk facilities on Robertson Boulevard and 11th Street have occurred due to the age of the facilities (some sidewalks are over 20 years old) and lifting of the concrete caused by tree roots. In some

REQUEST FOR QUALIFICATIONS

Engineering Services to Prepare Plans and Contract Documents of the Robertson Blvd. and 11th Street Pedestrian Improvements Project

locations, sidewalks have not been installed. Two blocks of sidewalks on either side of 11th street do not have proper curbs and gutters, causing drainage and maintenance issues for that infrastructure. A majority of street corners in the project areas are not ADA accessible.

IV. Scope of Services

A. The City intends that the firm selected will provide the following services:

- (1) Attend meetings/conferences with the City staff to define the scope of the project;
- (2) Perform surveying services and prepare a preliminary design of the project, detailed plans and specifications and a final cost estimate based on the final detailed design for the project. The detailed plans shall be in sufficient detail to construct the facilities. The plans must be in conformance with all State, Federal and local requirements and standards;
- (3) Prepare contract documents and specifications in conformance with California Department of Transportation (Caltrans) Standards and as well as all State and Federal and local requirements and standards. All of these documents shall be subject to City approval;
- (4) Assist the City in bidding process;
- (5) Assist the City in Construction process to attend pre-construction meeting, review change orders, and inspections etc;
- (6) Provide a minimum of three (3) hard copies and digital files of the detailed plans, specifications, and the contract documents for the project for use by the City. The Engineer shall provide additional copies of the detailed plans, specification and contract as required by the licensed contractors for bidding the project. The cost of the preparation of additional copies of the detailed plans, specification and contract documents shall be charged to the contractor;
- (7) Boundary surveys are not anticipated to be needed with this project. All improvements are planned to be constructed within the existing street right-of-way. However, the selected firm should be capable of performing boundary surveys and preparing legal descriptions for right-of-way acquisitions, in the event that the design work identifies the need for additional right-of-way.

B. All architectural and engineering contracts for plans and specifications shall require that the plans and specifications:

REQUEST FOR QUALIFICATIONS

Engineering Services to Prepare Plans and Contract Documents of the Robertson Blvd. and 11th Street Pedestrian Improvements Project

- (1) Be prepared by persons licensed by the State of California to undertake the type of design work required by the Project (engineer's/architect's certificate number to be appear on construction contract design documents);
- (2) Be prepared in conformance with the most recent version of the California Department of Transportation (Caltrans) specifications;
- (3) Be submitted to the City & Department in 11"x17" and 24"x36" hardcopy and digitally. Specifications shall also be submitted in hardcopy and digitally;
- (4) All the documents produced will become property of the City.

V. Selection Procedure

A committee from the City of Chowchilla will review and evaluate the proposals and determine a list of the more qualified firms as finalists.

Written proposals will be evaluated based on the following criteria:

- Project personnel..... 35 Points
- Experience in design of similar projects..... 35 Points
- Approach to work tasks and schedule 30 Points

VI. Fee Determination

The fee proposal for the project is required to be submitted in separate sealed envelope as a part of this Request for Proposal. It is the intent of the selection process to examine the demonstrated competence and professional qualifications of the design professional. The fee proposal is intended to assist the selection committee in gauging a fair and equitable fee for the services requested.

The final compensation amount for Consultant Engineering Services for the project will be negotiated with the highest rated firm after the selection process is completed. In the event negotiations fail with the firm, the City will terminate the negotiations and commence negotiations with the next ranked firm. This process shall continue until an agreement is reached on a fair and equitable fee.

The City may, at its option, negotiate and modify the scope of services with the selected firm and negotiate fee adjustments, as the City deems appropriate.

City of Chowchilla

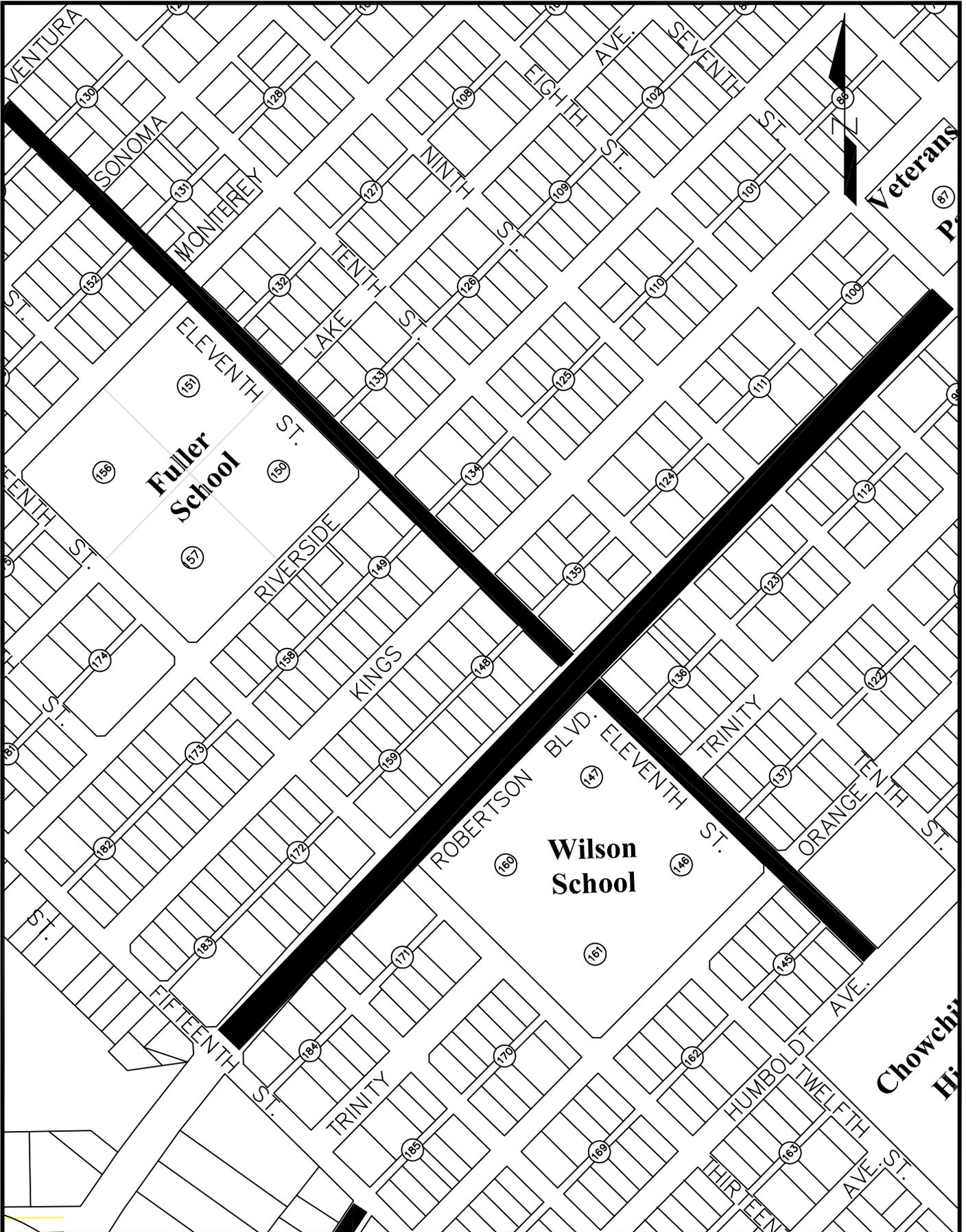
REQUEST FOR QUALIFICATIONS

Engineering Services to Prepare Plans and Contract Documents of the Robertson Blvd. and 11th Street Pedestrian Improvements Project

VII. Attachments

Exhibit A: Project Location Map

Exhibit B: Sample Agreement



VICINITY MAP SHWOING PROJECT LIMITS

LEGEND



PROJECT BOUNDARY

NOT TO SCALE

**CITY OF CHOWCHILLA
PROFESSIOINAL SERVICES CONTRACT FOR**

In consideration of their mutual obligations, this agreement is entered into this ___ day of _____, 20__, by and between the City of Chowchilla, California and _____.

AGREEMENT

1. DEFINITIONS.

1.1 **Contract**: This document, including all Attachments.

1.2 **Attachments**: All documents intentionally attached to this document at the time of the Contract signing. The Attachments to this Contract are limited to the following: (1) Certification of Insurance Coverage; (2) Designation of Subcontractors; (3) _____.

1.3 **City**: The City of Chowchilla a public body, corporate and politic, and which as the address of 130 S. Second Street, Chowchilla, California 93610.

1.4 **Consultant**: [VERIFY ENTITY NAME AND STATUS WITH CALIFORNIA SECRETARY OF STATE/ INCLUDE TYPE OF ENTITY, I.E. CORPORATION, LLC, SOLE PROPRIORSHIP, ETC.; INCLUDE TAX PAYMENT ID NUMBER].

1.5 **Consultant Project Manager**: Individual designated by Consultant to represent Consultant before the City on all matters relating to this Contract. The Consultant Project Manager for this Contract is: _____ . [include contact information]

1.6 **City Project Manager**: Individual designated by the City to represent the City before the Consultant on all matters relating to this Contract. The City Project Manager for this Contract is: _____ . [include contact information]

1.7 **Scope of Work**: [EITHER DETAIL BELOW OR PUT “SEE ATTACHMENT NUMBER _” HERE. DETAIL EXACTLY WHAT SHOULD BE DELIVERED TO THE CITY AT THE CONCLUSION OF THE WORK AND THE FORMAT FOR ITS DELIVERY]

1.8 **Task Schedule**: The schedule by which the Scope of Work shall be performed. The Task Schedule for this Contract is as follows:

Performing Party	Task To Be Performed	Deadline for Completion

1.9 **Contract Price**: The maximum amount that the City is required to pay Consultant under this Contract. The Contract Price for this Contract is _____.

2. RESPONSIBILITIES OF CONSULTANT.

2.1 Scope of Services. Consultant promises and agrees to faithfully do and perform the Scope of Services, or cause the Scope of Services to be faithfully done and performed, in strict accordance to the terms of this Contract according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the City's sole satisfaction.. Unless a task is expressly described in the Scope of Work as one that is not mandatory, each task described in the Scope of Work is a mandatory obligation and must be completed as provided in the Task Schedule.. Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Contract until receipt of authorization from the City. Consultant will, at its own cost and expense, furnish all necessary labor, materials, tools, services, and incidental and customary work necessary to fully and adequately perform the Scope of Services. Consultant shall comply with all applicable provisions of state law, including but not limited to those regarding apprentices, and prevailing wages.

2.2 Warranty. Consultant agrees and represents that it is qualified to properly provide the Scope of Services in a manner consistent with the generally accepted standards of Consultant's profession. Consultant further represents and agrees that it will perform the Scope of Services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

2.3 Consultant Project Manager. The Consultant Project Manager shall represent the Consultant before the City on all matters relating to this Contract. The Consultant Project Manager shall continue in such capacity unless and until removed at the request of the City, is no longer employed by Consultant, or replaced with the written approval of the City which shall not be unreasonably withheld. The Consultant Project Manager assigned pursuant to this Contract shall attend all meetings scheduled by the City regarding the Scope of Services and/or this Contract. Consultant Project Manager shall respond to any inquiry by the City with regard to the Consultant's performance under this Contract within 48 hours of such inquiry being made by the City (weekends and holidays excluded).

2.4 Coordination of Services. Consultant agrees to work closely with City staff in the performance of the Scope of Services and shall be available to City staff and/or other City agents or Consultant at all reasonable times. The City Project Manager shall be Consultant's direct City contact. Coordination efforts shall be through the City Project Manager. City may monitor the adequacy of Consultant's performance in any manner which City deems most effective. Consultant must cooperate with City in such monitoring. If requested by City staff, in writing, Consultant must provide City with detailed reports outlining the most current status involving all City activities and projects being handled by Consultant. City shall have the right to audit such reports, including the right to review all records of Consultant related to such reports.

2.5 Independent Consultant; Control and Payment of Subordinates. Consultant enters into this Contract as an independent Consultant and not as an employee of the City. Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractor hired or retained by Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Contract. Consultant shall, at its sole cost and expense, provide all facilities, supplies and equipment necessary to perform the services required by this Contract.

2.6 Interest in Contract. Consultant covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

2.7 Disclosures. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Administrator or the City Council determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City Code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and/or as directed by the City.

2.8 Books and Records. Consultant shall maintain and keep books and records on a current basis, recording all transactions pertaining to this Contract in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City, the State of California, the Federal government, and to any authorized representative thereof for the purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Contract.

2.9 Ownership of Work Product/ No Intellectual Property Rights or Artist's Rights in Contract Work. Upon delivery, the work product, including without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this Contract are the City's property. Consultant and any person or entity acting on behalf of Consultant shall not obtain nor have, and expressly waives, any rights, in law or in equity, in any intellectual property developed in furtherance of this Contract, including without limitation, copyright, trademark, service mark, patent or rights of an artist in a work of art. Artists preparing any artwork under this Contract waive any rights to notice or to take any action regarding the use, removal, relocation or destruction of any artwork so prepared. Consultant represents and acknowledges that Consultant has or shall obtain such waivers in writing for all persons or entities doing work under this Contract.

3. TASK SCHEDULE.

3.1 Schedule of Services. The Scope of Work shall be undertaken and completed in a prompt and timely manner, pursuant to Task Schedule, unless the term of this Contract is otherwise terminated or extended.

3.2 Extension of Time. Consultant may, for good cause, request extensions of time to perform the Scope of Services. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract.

4. FEES AND PAYMENTS.

4.1 Compensation. City is not obligated to pay Consultant more than the Contract Price during the term of this Contract. City is not obligated to make any payment under this Contract for so long as Consultant is in material default of this Contract. Except as specified in writing in this Contract, City is not obligated or liable under this Contract to any party other than Consultant. City shall make payments as follows:

[Option 1] City shall pay for services on or before the dates provided in the Task Schedule.

[Option 2] City shall pay for services performed at an hourly rate of \$_____.

4.2 Invoices. As a condition for payment, Consultant must submit monthly billing statements. Such billing statements shall specify the dates on which the work was performed; the nature of the work performed; the percentage of the total work performed; the name of the individual performing each element of the work; the respective hourly billing rates, if applicable; a list of all expenses for which reimbursement is sought; and the requested payment date. City's payments are subject to a final audit upon completion of services or other termination of this Contract.

4.3 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Contract is subject to the budget and fiscal provisions of applicable laws, the City Municipal Code and Ordinances, and rules of the City. Unless otherwise stated in this Contracts, charges will accrue only after execution of this Contract. This Contract will terminate without penalty, liability, or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year towards fulfilling the terms of this Contract. If funds are appropriated for a portion of the fiscal year, this Contract will terminate, without penalty, liability, or expense of any kind at the end of the term for which funds are appropriated. This Contract will terminate if funds that were previously appropriated for this Contract are reduced, eliminated, and/or re-allocated by City as a result of mid-year budget reductions. City has no obligation to make appropriations for this Contract in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Administrative Officer and the City Council. Consultant assumes the risk of possible non-appropriation is part of the consideration for this Contract.

4.4 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes, or any federal or state taxes, incurred as a result of, or in association with performance of the Scope of Services.

5. SUBCONTRACTING/HIRING OTHERS

5.1 Prior Approval Required. Consultant shall not subcontract any portion of the Scope of Services, hire consultants, specialists, experts or other third parties, or incur any obligation to pay any of them, except as expressly stated herein, without prior written approval of City. Contracts with third parties, if any, shall contain a provision making them subject to all provisions stipulated in this Contract. City's prior written approval shall not create any obligation of the City with regard to any such third party. Consultant has no authority to, and must not purport to, employ, hire or contract with any such third party as agent of the City or otherwise on behalf of City.

5.2 Consultant Is Responsible. Should the City authorize and Consultant hire any third parties to assist in any manner in the performance of the Scope of Services, Consultant shall be as fully responsible to City for the acts and omissions of the third parties and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Consultant.

6. CHANGES

6.1 The Parties may, from time to time, request changes in the Scope of Services. Such changes, including any increase or decrease in the amount of the Contract Price and/or the Task Schedule must be mutually agreed to and authorized in advance by the City in writing. Mutually agreed changes shall be incorporated in written amendments to this Contract.

7. INDEMNIFICATION

7.1 Except to the extent of active negligence, willful misconduct or gross negligence on the part of City, Consultant shall indemnify, save harmless and defend, to the fullest extent permitted by law, the City, its respective employees, elected or appointed officials, and agents from liability, claims, demands, attorneys' fees, or litigation and related costs, including without limitation, court costs, and investigator, witness, arbitrator, and mediator fees, for any injury or damages to persons or property resulting from Consultant's prosecution of work under the Contract, or otherwise related to this Contract, whether caused, in whole or in part, by an intentional act, negligent act or omission by Consultant, its officers, employees, or agents.

8. INSURANCE

8.1 Time for Compliance. During the term of this Contract, Consultant must maintain the following insurance coverage from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Failure to maintain the required insurance is a material breach of this Contract. Before beginning any work under this Contract, Consultant must provide City with certificates of insurance or copies of the insurance policies, in a form reasonably acceptable to the City, demonstrating the required coverage, and the required endorsements naming City as an additional insured. Consultant shall also not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

8.2 Types of Required Coverages. As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the indemnity provisions of the Contract, the Consultant in partial performance of its obligations under such Contract, shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance:

8.2.1 Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$_____ per occurrence. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

8.2.2 Automobile Liability: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$_____ each accident.

8.2.3 Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$_____ per accident for bodily injury and disease.

8.2.4 Professional Liability: Professional Liability insurance for errors and Omissions with minimum limits of \$_____. Covered Professional Services shall specifically include all work to be performed under the Contract. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the Contract and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Contract.

8.3 Commercial General Liability & Automobile Liability Endorsements. The policy or policies of insurance required by Sections 8.2.1 Commercial General Liability and 8.2.2 Automobile Liability shall be endorsed to provide the following:

8.3.1 Additional Insured: The City, its employees, elected or appointed officials, and agents shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Contract. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Contract.

8.3.2 Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

8.3.3 Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

8.3.4 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

8.3.5 Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

8.3.6 Applicability: That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Contract, unless the policy or policies contain a blanket form of contractual liability coverage.

8.4 Workers' Compensation Endorsements. The policy or policies of insurance required by Section 8.2.3 Workers' Compensation shall be endorsed, as follows:

8.4.1 Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

8.4.2 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

8.5 Professional Liability Endorsement. The policy or policies of insurance required by Section 8.2.4 Workers' Compensation shall be endorsed, as follows:

8.5.1 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

8.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

8.7 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Contract. In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Scope of Services because of production lost during suspension.

8.8 Insurance for Subcontractors. All subcontractors shall be included as additional insureds under the Consultant's policies or the Consultant shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of this Contract, including adding the City as an Additional Insured to the subcontractor's policies.

8.9 Failure to Procure or Maintain Insurance. Notwithstanding any other provision herein, and in addition to any other remedies the City may have, if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: (a) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Contract; (b) order Consultant to stop work under this Contract and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or (c) terminate this Contract. The above remedies are not the exclusive remedies for Consultant's failure to maintain or secure appropriate policies or endorsements. Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of work under this Contract.

9. TERMINATION OF AGREEMENT.

9.1 Contract Term. The term of this agreement shall begin on the Effective Date and shall end at the earlier of (1) 5 p.m. on the Final Date; (2) completion of the Scope of Work; or (3) termination of this Contract as provided for below.

9.2 Grounds for Termination. City may, by written notice to Consultant, terminate all or any part of this Contract at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for that portion of the Scope of Services that has been adequately rendered to City. If termination is due to Consultant's failure to fulfill its obligations under this Contract, City may take over work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated, and City may withhold any payments to Consultant for the purpose of setoff or partial payment of the amounts owed to the City.

9.3 Effect of Termination/Expiration. If this Contract is terminated as provided herein, or otherwise at the expiration of this Contract, all finished or unfinished work, products, documents, electronic media, data, studies, artwork, renderings, models, software programs, and reports prepared by Consultant under this Contract shall, at the option of the City, become property of the City. City's exercise of its option to own such properties does not relieve Consultant of liability to City for damages on account of Consultant's default(s), and City may withhold any payments to Consultant for the purpose of setoff until such time as the exact amount of damages due City from Consultant is determined. Consultant shall be required to provide such document and other information within fifteen (15) days of the City's request.

9.4 Additional Services. In the event this Contract is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

10. ADDITIONAL PROVISIONS.

10.1 Contract Interpretation. Except for matters required by law or expressly stated otherwise, the provisions of the Attachments supersede any provisions of the body of this document with which they conflict.

10.2 Delivery of Notices. All notices permitted or required under this Contract shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose. Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

City:

City of Chowchilla

Attn: _____

Consultant:

Attn: _____

10.3 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with local, state and federal laws, rules, regulations and ordinances in any manner affecting the performance of the Services, including without limitation City business license requirements and all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its elected officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

10.4 Clayton and Cartwright Acts: Consultant and any and all subcontractors offer and agree to assign to the City all rights, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Profession Code) arising from purchases of goods, services or materials pursuant to the Contract or any subcontract.

10.5 Prevailing Wages. Consultant is aware of the Prevailing Wage Laws found in California Labor Code section 1720, et seq., and 1770 et seq., California Code of Regulations, section 16000, et seq., which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at www.dir.ca.gov. Future effective prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates. If the Scope of Services is subject to the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws.

10.6 Equal Opportunity Employment. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

10.7 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

10.8 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Contract, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees and all other costs of such action.

10.9 Assignment or Transfer. Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due to Consultant from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

10.10 Successors and Assigns. This Contract shall be binding on the successors and assigns of the Parties.

10.11 Amendment; Modification. No supplement, modification or amendment of this Contract shall be binding unless executed in writing and signed by both Parties.

10.12 Waiver. City's failure, at any time, to object to any breach of covenant or obligation, to any failure of performance, or to any other default on the part of the Consultant shall not constitute a continuing waiver of subsequent breaches or defaults. City's making of any payment to the Consultant shall not, under any circumstances, be considered as a waiver by City. City's making of any payment while any breach or default by Consultant exists shall in no way impair any right or remedy available to City related to such breach or default, including without limitation, the right to withhold future payments.

10.13 Entire Agreement. This Contract constitutes the entire agreement between the Parties relative to the Scope of Services. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Contract, except those contained in or referred to in the writing. To the extent there is any discrepancy in the provisions of any document contained in this Contract, the more specific provision shall prevail.

10.14 Governing Law. This Contract shall be governed by the laws of the State of California. Venue shall be in County of Madera.

10.15 Time of Essence. Time is of the essence for each and every provision of this Contract.

10.16 Interpretation. Since the Parties or their agents have participated fully in the preparation of this Contract, the language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

10.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

10.18 Authority to Enter Contract. Consultant warrants that the individual(s) who signs this Contract has the legal power, right and authority to make this agreement and bind Consultant.

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

10.20 Counterparts. This Contract may be signed in counterparts, each of which shall constitute an original. PDF, Fax or electronic signatures shall be treated as an original.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

CITY OF CHOWCHILLA

[CONSULTANT NAME]

By: _____

By: _____

[CONSULTANT OFFICER AND TITLE]

Attest:

Attest:

_____, City Clerk and
_____, Assistant City Clerk



REPORT TO THE CITY COUNCIL

Council Meeting of May 12, 2015

Agenda Section: New Business

SUBJECT: **Consideration of Award of bid to Sebastian Corporation for Labor and Materials to Install Transit Security Cameras at Three Public Facilities**

Prepared By: Harry Turner, Fire Chief

Approved By: Carolyn Lehr, Interim City Administrator

RECOMMENDATION:

Authorize City Administrator to execute necessary document to enter into agreement with Sebastian Corporation as lowest responsible bidder to provide and install transit security cameras at three locations.

HISTORY / BACKGROUND:

The City of Chowchilla operates a transit system (CATX) that consists of several buses that are frequently parked and maintained at several identified locations throughout the City. City staff has been working for some time to develop a surveillance and monitoring program for these locations to better protect the City's assets as well as provide monitoring when the buss' are parked in these locations. City staff has researched different options to find an option that will work with and be consistent with existing City owned camera systems as well as be expandable to serve us in the future as well.

Several years ago the City was able to purchase and have installed a single camera to monitor the area where the buses are parked at night. This system has worked well for several years. With the rapid changes in technology we are now finding adding to that existing system is difficult due to outdated technology.

Approximately one year ago we were able to install cameras inside our transit buses and with this grant funding opportunity we can further cover with cameras significant external areas where our buses may be.

SITUATION / ANALYSIS:

The City transit system has been awarded two grants through Cal OES to purchase a security camera system for monitoring our transit vehicles. This proposed system will upgrade one existing camera from an analog camera to a digital camera, add 10 additional cameras, cover two additional areas, upgrade current video recorders from analog to digital as well as having the ability to continue to record existing analog cameras.

Due to the costs of this type of system we are combining two grants to have adequate funding for this entire project. This system will be expandable for future growth and needs as well as providing much better coverage of those areas where transit vehicles are located.

Staff has reviewed proposals from 6 different companies and determined the lowest responsible bidder to be Sebastian Corporation.

FINANCIAL IMPACT:

Available grant funds for this project are \$18,116 plus interest accrued. Bid from Sebastian Corporation \$17,190.00.

Due to desire of Cal OES for all funds to be used, staff will request additional equipment from low bidder to expend all awarded funds.

May require minor commitment of budgeted transit funds to fully expend grant funds.

ATTACHMENTS:

Bid summary sheet from bid opening

Bid from Sebastian Corporation

Map of areas to be covered by cameras

Request for proposal sent to vendors

Resolution

CITY OF CHOWCHILLA CALIFORNIA



BID OPENING RESULTS
CITY OF CHOWCHILLA

PROJECT: [Digital Surveillance Camera](#)

Thursday April 30, 2015 - 4:00 PM

<u>CONTRACTOR</u>	<u>TOTAL BID</u>
<u>ProTech Security & Electronics</u>	<u>\$ 23,848.00</u>
<u>Divcon, Inc.</u>	<u>\$ 25,883.00</u>
<u>Surveillance Integration</u>	<u>\$ 31,752.13</u>
<u>Surveillance Integration w/ Option</u>	<u>\$ 35,995.46</u>
<u>Sebastian Corporation</u>	<u>\$ 17,190.00</u>
<u>Hoffman Electronic Systems</u>	<u>\$ 18,995.00</u>
<u>VAS Security Systems</u>	<u>\$ 28,231.60</u>
<u> </u>	<u>\$</u>
<u> </u>	<u>\$</u>

SEBASTIAN CORPORATION
7600 N. Palm
Fresno, Ca. 93711

Project Name: City of Chowchilla Camera project
Project Location: Chowchilla, CA.

Scope of work:

Sebastian will Provide and Install the following per City of Chowchilla: Digital Cameras, cable, network video recorders, Poe switches and monitors per emails and drawings provided by city of Chowchilla

City of Chowchilla responsible for existing cable from PTZ at water tower to main building. If there's a problem with cable there would be an additional charge

Quote based upon prevailing wage for City of Chowchilla

Quote based upon pricing good for 30 days

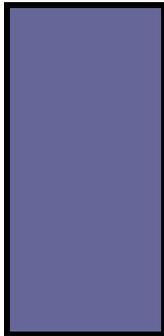
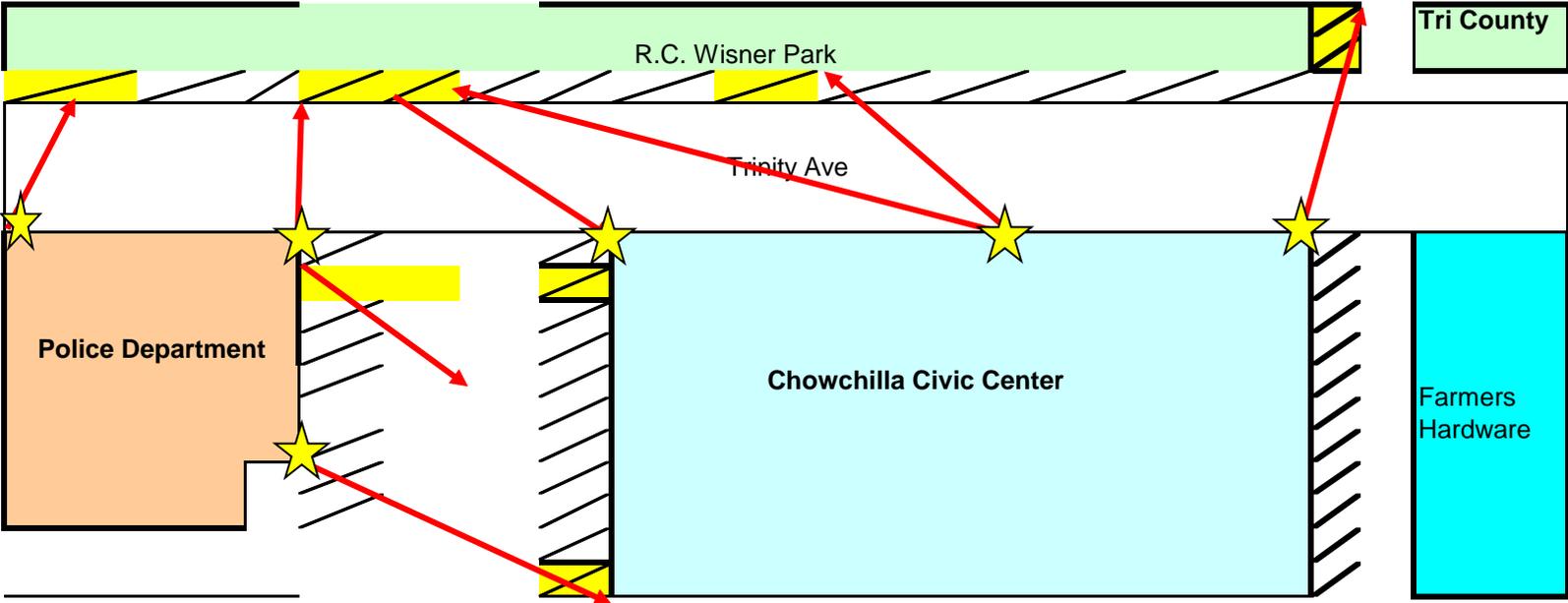
INCLUSIONS:

- Provide and Install "11" 3 megapixel outdoor fixed varifocal cameras
- Remove and replace "1" existing Analog PTZ to "1" IP PTZ 2Mp on water tower
- Provide and Install "2" 32 Channel hybrid-Analog/Ip NVR
- Provide and Install "1" 16 Channel Hybrid-Analog/Ip NVR
- Provide and Install "3" 4 port Poe Switches 1 per building
- Provide and Install "3" 24 Inch Monitor
- Provide and Pull Cat 6 Non-Plenum Cable
- 1-Final Test
- 2 Hours of Customer Education

EXCLUSIONS:

- 120 Vac Power
- Demo
- Any other equipment, material and labor other than above in Inclusions
- Any other testing other than 1 Final test
- Landscape and Irrigation
- Painting, patching, backing or blocking
- Any and all items not specifically mentioned in the and excluded
- Cost for premium time, overtime or shift work is not included unless our own forces create the cause of delay
- Any changes and/or additions to camera system
- Conduit and/or cabling for Water Tower area

Surveillance Cams for Civic Center 2014

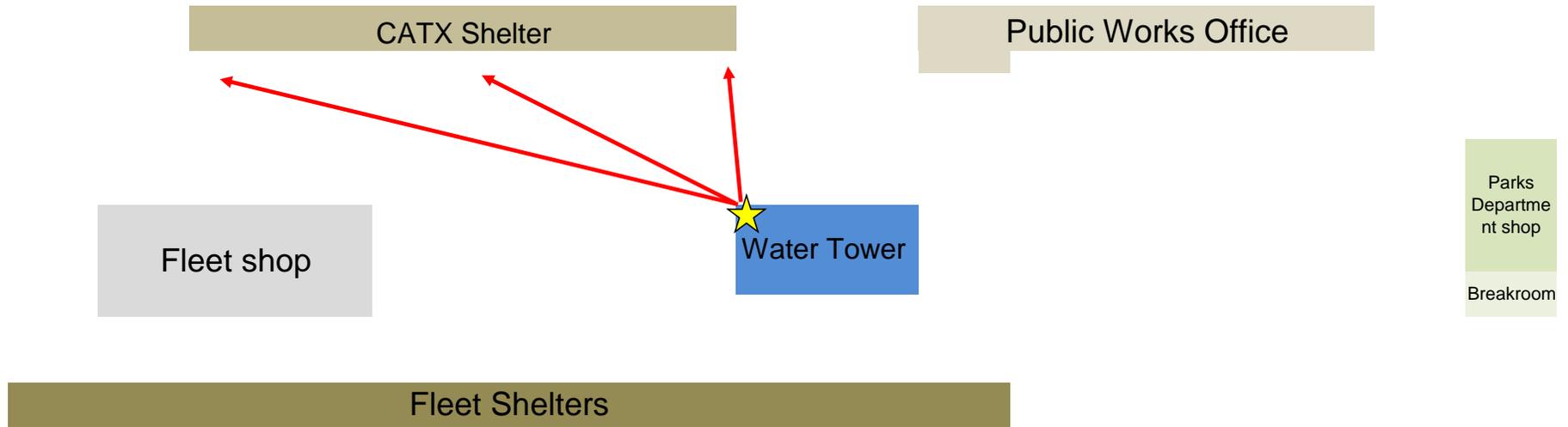


★ Cameras

line of view →

Draft Date 9/14/2014

Surveillance Cams for Corp Yard CATX Shelter



★ Cameras line of view →

Draft Date 1/20/2015

CITY OF CHOWCHILLA CALIFORNIA



March 27, 2015

XXXXXXXXXXXXXXXXXX
Attn: XXXXXXXX
XXXXXXXXXXXXXXXXXX
City, State Zip

The City of Chowchilla is seeking proposals for necessary equipment and installation to consist of outdoor (three mega pixel minimum) digital cameras, necessary and appropriate wiring, network video recorders and monitors that will provide video surveillance for our transit system bus parking areas. The locations of these cameras, recorders and monitors will be at three locations. One at the Chowchilla Civic Center, one at the Chowchilla police department and one at the Chowchilla Corporation Yard. Each of these three separate systems will be capable of being monitored VIA the City's WAN by authorized City personnel.

Conceptually, City staff foresees the need for two of the three locations to have 32 channel network video recorders with four terra-bytes of storage space each and each hard drive to be enterprise grade. The third site (Corporation Yard) should have a 16 channel network video recorder with 4 terra-bytes of storage space with enterprise grade hard drives. Each of the three sites will also require a high resolution 21 inch monitor. The NVR's shall be ONVIF 2.5 compliant.

Two of the three sites will require wiring to be installed in the attic space and the installation will require penetration of fire rated construction. These penetrations must be made according to fire code to maintain integrity of fire rating. This is a prevailing wage project and will require appropriate and required reporting of wages as required by law.

We anticipate the need for at least three cameras each at the Civic Center and the Police Department and one camera at the Corporation yard. Systems should be expandable to accommodate future growth and conversion of current cameras from analog to digital with connectivity to proposed recorders.

All proposals must be sealed and received by 4:00pm, April 27, 2015 and addressed to:

City Clerk
130 South Second Street
Chowchilla, CA. 93610

We look forward to receiving your proposal.

Sincerely,
Robin Roman, Transit Coordinator

From: Robin Roman
Sent: Friday, April 24, 2015 7:24 AM
To: 'marcosmanzo@sbcglobal.net'
Subject: City of Chowchilla second walk through and Extension information

Hello,

*The City of Chowchilla is extending the due date of Civic Center Camera Project. The new due date is **Thursday April 30, 2015 by 4:00pm.***

*On **Monday April 27, 2015** we will have a second walk through. Attending either the first or second walk through shall be deemed satisfaction on the requirement of attend a walk through.*

*Place: Civic Center Plaza
130 South Second Street CA 93610
Time: 10:30am*

Please e-mail a response if you will be attending second walk through.

Robin Roman

CATX Coordinator
130 S Second Street
Civic Center Plaza
Chowchilla, CA 93610
PH: 559.665.8615 Ext. 203
FX: 559.665.7527
rroman@ci.chowchilla.ca.us
www.ci.chowchilla.ca.us

COUNCIL RESOLUTION # -15

A RESOLUTION OF THE CITY OF CHOWCHILLA FOR AUTHORIZATION OF PURCHASE AND INSTALLATION OF TRANSIT SECURITY CAMERAS AT THREE LOCATIONS FROM SEBASTIAN CORPORATION

WHEREAS, the City of Chowchilla operates a transit system with buses; and

WHEREAS, the City has been awarded grant funding under two different grants for a total of \$18,116.00 plus accrued interest for the purchase and installation of transit security cameras; and

WHEREAS, the City wishes to provide the best security it can for its transit system assets; and

WHEREAS, the City currently has camera systems in place and a new proposed system will integrate with the older system for ease of maintenance and operations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chowchilla hereby finds and determines the following:

1. The above recitals are true and correct.
2. Authorizes City Administrator to execute necessary documents for award of bid to Sebastian Corporation in the amount of \$17,190.00 plus minor additions to expend balance of available grant funds including accrued interest.
3. Authorizes staff to work with contractor to complete installation and make minor additions as necessary.
4. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by City Council of the City of Chowchilla this 12th day of May 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon
Deputy City Clerk



REPORT TO THE CITY COUNCIL

Council Meeting of May 12, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Authorization to Order a New Patrol Vehicle Prior to the 15/16 Budget Approval
Prepared By:	<u>Jeffrey Palmer, Police Sergeant</u>
Authorized By:	<u>Dave Riviere, Interim Chief of Police</u>
Approved By:	<u>Carolyn Lehr, Interim City Administrator</u>

RECOMMENDATION:

Council approves the purchase of a Ford Interceptor Utility vehicle (State Bid) from Folsom Ford and outfitted by Cook's Communication. This purchase would be in replacement of Unit 51. The order will be placed prior to the next budget year and paid for from next year's budget.

HISTORY / BACKGROUND:

The Chowchilla Police Department currently has two, 2007 Ford Crown Victoria patrol cars assigned for patrol/emergency operations. Each vehicle is at or above 130,000 miles. Unit 51 is one of these vehicles and currently out of service. The repairs needed for the vehicle to be serviceable would be but not limited to a new air conditioning compressor, upper and lower control arms for the suspension and power steering rack and pinion replacement. Currently the vehicle can have minimal repairs made to make it operational for the next couple of months until it can be replaced, without excess expenditures for those repairs. This vehicle will only be utilized when necessary.

Unit 51 is needed for patrol purposes and its return to service as a reliable unit, is mission essential to ensure patrol officers are able to respond and engage in emergency situations. As part of the replacement, new equipment is needed to complete the outfitting of the vehicles. This outfitting is done after the manufacturing and delivery of the vehicles to the buyer, City of Chowchilla Police Department. Upon receiving the vehicles from the seller, the vehicles are then completely outfitted with the necessary equipment such as push bumpers; light bars sirens, computers, radios etc.

Currently the state bid is awarded to Ford Motors and the replacement we are looking for is a 2016 Ford Interceptor Utility vehicle. This state bid will end May 24, 2015 at which time prices will likely increase. We would like to order the vehicle at the current pricing. The vehicle is not paid for until we take delivery, which should take place when the 2015 budget is passed.

We have purchased several vehicles from this state bid and those vehicles are assigned to patrol, K9 and one unmarked unit. All of these vehicles have performed at or above expectations.

The outfitting of patrol vehicles by outside vendors has been done with all of our previously purchased vehicles since 2000.

FINANCIAL IMPACT:

The purchase price for the SUV from the State Bid to include tax and shipping cost is: \$37,226.15

Cook's Communications outfitting of vehicle will cost \$12,330.27 to complete.

The total cost: \$49,556.42

ATTACHMENTS:

Folsom Lake Ford State Bid

Cook's Communications Estimate/Quote for outfitting vehicle

Resolution

SPECIAL INSTRUCTIONS:

State bid pricing ends May 24, 2015. If order is placed prior to May 24, the 2016 model will be purchased. After May 24, new bids are submitted and prices are likely to increase.

PRICE QUOTATION
FOLSOM LAKE FORD
12755 FOLSOM BLVD.
FOLSOM, CA 95630
(916) 351-4202 - Direct

Date: 5/4/2015

To: Sgt Jeff Palmer / City of Chowchilla Police Department - Patrol Utility
From: Mark A. Paoli / Folsom Lake Ford
Subject: Pricing for 2016 Ford Interceptor (State of California Contract #1-12-23-14)

\$26,578.00 - Bid Price (State of California Contract Vehicle - Interceptor Utility AWD)
3,417.00 - 3.5L V6 EcoBoost w/6-Speed Auto Transmission (99T/44C)
818.00 - Front Headlamp Lighting Solution (66A)
685.00 - L.A.P.D. Paint Scheme (CAL)
595.00 - Spot Lamp - Dual Unity LED (51S)
438.00 - Rear Lighting Solution (66C)
408.00 - Tail Lamp Lighting Solution (66B)
322.00 - Undercarriage Deflector Plate (76D)
284.00 - SYNC - Voice Activated Communications (53M)
280.00 - Side Marker LED - Sideview Mirrors (63B)
264.00 - Reverse Sensing (76R)
83.00 - Glass - Solar Tint 2nd Row Only (92R)
50.00 - Dome Lamp - Red/White in Cargo Area (17T)
33.00 - Rear Door Handles Inoperable / Locks Operable (68L)
25.00 - Windows - Rear Window Power Delete (18W)
\$34,280.00 - Selling Price
2,742.40 - Sales Tax (8.00%)
195.00 - Delivery to Chowchilla, CA
8.75 - California Tire Fee
\$37,226.15 - Total Price (EACH)

Payment Terms: \$500.00 Discount 20 Days or Net 30.

Note: Ballistic Door Panels, Dark Car Feature, Noise Suppression and Rear View Camera Included In Bid.



Estimate

160 North Broadway
Fresno, CA 93701-1592

Customer No.: CHOWCHILLAPE
Quote No.: 5228

Phone: (559) 233-8818 (559) 268-8506

Quote To: **City of Chowchilla Police Department**
130 S Second St
Chowchilla, CA 93610-0000

Ship To: **City of Chowchilla Police Department**
130 S Second Street
Civic Center Plaza
Chowchilla, CA 93610

Phone: (559) 665-8615
Fax: (559) 665-7418

Date		Ship Via		F.O.B.	Terms	
05/06/15		Up-Fit Shop		Origin	Net Next EOM	
Purchase Order Number			Sales Person			Required
			Derek Marchini			05/06/15
Quantity		Item Number	Description	Unit Price	Amount	
Required	Shipped					
1		VALOR/SSP/PK	Federal Signal Valor Light-Bar, Multi-Color LED, 44" Platinum SS Package	2900.00	2900.00	
1		C-VS-1400-INU1	Havis 14" Console fits '13 FPI Utility	225.00	225.00	
1		C-CUP-2-I	HS Cup Dual Holder	39.00	39.00	
1		C-KBM-101	Keyboard Mounting Tray	79.00	79.00	
1		KBA-BLT-5RBU'	TG-3 Electronics Ruggedized Keyboard Backlit & SplashProof	335.00	335.00	
1		C-DMM-123	Havis Dash Monitor Mount Base. Fits '13 FPI Utility	205.00	205.00	
1		C-MD-204	Low Profile Tilt Swivel Motion Device	61.00	61.00	
1		C-HDM-204	8.5" Heavy Duty Telescoping Pole. Side Mount, Short Handle	136.00	136.00	
1		C-MM-218	Havis Monitor Adapter Plate Assembly. Fits Panasonic H2	21.00	21.00	
1		BK0534ITU12	Setina PB400 Push Bumper fits '13 FPI Utility	295.00	295.00	
1		PK1134ITU12SC	Setina 8XL Partion fits '13 Ford FPI Utility inc. Lower Extension Panels	625.00	625.00	
1		GK10301S1USV	Setina Dual T-Rail Weapon Rack. 1 Small - 1 Universal Lock. Fits '13 FPI Utility	325.00	325.00	
1		WK0514ITU12	Setina Window Barrier fits '13 Ford FPI Utility	175.00	175.00	
1		PS-FDUV-OS-R	Troy Plastic Seat &	1135.00	1135.00	

Thank You



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Date		Ship Via		F.O.B.	Terms	
05/06/15		Up-Fit Shop		Origin	Net Next EOM	
Purchase Order Number			Sales Person			Required
			Derek Marchini			05/06/15
Quantity		Item Number	Description	Unit Price	Amount	
Required	Shipped				B.O.	
			Rear Partition System for FPI Utility			
1		AC-FDUV-CARC	Troy Cargo Mount fits '12 FPI Utility	305.00		305.00
1		AC-UV-HATCH	Troy Window Barrier fits '13 Ford FPI Utility Hatch Window	85.00		85.00
1		TK790BK	Kenwood VHF 45W RF Deck 160 Ch. Public Safety Mobile 2 Year Warranty	499.00		499.00
1		TK890BK	Kenwood UHF 45W RF Deck 160 Ch. Public Safety Mobile 2 Year Warranty	533.00		533.00
1		9FMMDB	Full Feature Dual Band Kit	547.00		547.00
2		ROOF-FT-NITI	Stico Flexi-Whip Antenna 136mhz-1ghz. Includes coax.	61.00		122.00
2		RFU505ST	PL259 For RG58	2.95		5.90
1		CB185-70	70amp Manual Reset Circuit Breaker	41.00		41.00
1		5029	12 Circuit Water Resistant Fuse Block w/Cover & mounting bracket	38.00		38.00
1		CGX	Charge Guard	95.00		95.00
1		SI240T-IH	Secure Idle fits '12 FPI Sedan & Utility	135.00		135.00
2		MPS600-RB	Fed Sig Micro-Pulse LED Lighthead (Red/Blue) FS Rubber Boot Mount	139.00		278.00

Thank You



Estimate

160 North Broadway
Fresno, CA 93701-1592

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Quote No.: 5228

Phone: (559) 233-8818 (559) 268-8506

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130 S Second Street
Civic Center Plaza
Chowchilla, CA 93610

Phone: (559) 665-8615
Fax: (559) 665-7418

Date	Ship Via	F.O.B.	Terms
05/06/15	Up-Fit Shop	Origin	Net Next EOM

Purchase Order Number	Sales Person	Required
	Derek Marchini	05/06/15

Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				

2			MPSM6-BOOT	for (1) MPS600	25.00	50.00
1			C-EB30-TK7-1P	HS Faceplate for Kenwood 90 Series Mobiles	0.00	0.00
1			C-EB40-SSP-1P	Havis 3" Faceplate fits PA300-CN/SSP3000	0.00	0.00
1			C-FP-3	3" Blank Havis Face Plate	0.00	0.00
1			RPA-2452	Reverse Polarity SMA Connector. Fits RG-58	11.50	11.50
2			5080	Relay	12.00	24.00
1			FPI13-LR	Emergency Door Lock Release for Prisoner Compartment	50.00	50.00
1			DOR 76864	Rear View Mirror Bracket	13.72	13.72
1			PTX 81844	Rearview Mirror Adhesive	8.22	8.22
1			LAISREG	Shop Installation Complete patrol car up-fit FPI Utility Plus installation of Wi-Fi radio, antenna, Tablet docking station, & WatchGuard MDVR System all provided by customer. Unit# Ford FPI Utility Lic# Vin#*	2160.00	2160.00

Thank You



Estimate

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Quote No.: 5228

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Phone: (559) 665-8615

Fax: (559) 665-7418

Date	Ship Via	F.O.B.	Terms	
05/06/15	Up-Fit Shop	Origin	Net Next EOM	
Purchase Order Number		Sales Person		Required
		Derek Marchini		05/06/15
Quantity			Unit Price	Amount
Required	Shipped	B.O.		

Quote subtotal	11557.34
Sales tax @ 8.225%	772.93
Quote total	12330.27

We appreciate your continued patronage

Thank You

COUNCIL RESOLUTION # -15

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA,
CALIFORNIA AUTHORIZING THE EXPENDITURE OF FUNDS TO PURCHASE A
REPLACEMENT PATROL VEHICLE AND COMPLETE THE NECESSARY
OUTFITTING OF THE NEWLY PURCHASED VEHICLES WITH THE REQUIRED
EMERGENCY EQUIPMENT.**

WHEREAS, the City of Chowchilla operates and maintains a municipal police department; and

WHEREAS, the City of Chowchilla maintains a fleet of marked police vehicles for patrol purposes; and

WHEREAS, it has been determined that one of the marked vehicles currently in inventory has reached its serviceability life and the cost to repair it would not be cost effective ; and

WHEREAS, City staff believes that the vehicle should be purchased from the current state awarded contractor, Folsom Lake Ford Sales.

WHEREAS, City staff would also like to take advantage of the current pricing for the vehicle as the state bid expires May 24, 2015 and pricing is likely to go up.

WHEREAS, City staff also believes the up-fitting of the replacement vehicle should be done by Cooks Communication after it has been delivered.

WHEREAS, City staff would like to order the vehicle immediately and pay for the vehicle and outfitting of it upon delivery of the vehicle in the next fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chowchilla hereby finds and determines the following:

1. The above recitals are true and correct.
2. Council approves the appropriation not to exceed \$50,000.00 from the General Fund to purchase the vehicle and outfit it with the necessary patrol equipment.
3. This resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by City Council of the City of Chowchilla this 12th day of May 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon
Deputy City Clerk



REPORT TO THE CITY COUNCIL

Council Meeting of May 12, 2015

Agenda Section: New Business

SUBJECT: **Consideration of an Ordinance of the City Council of the City of Chowchilla Adding Section 18.66.240 to Chapter 18.66 of Title 18 of the Chowchilla Municipal Code, and Subdivision M to Section 18.30.030 of Title 18 of the Chowchilla Municipal Code, to Regulate Parolee/Probationer Homes**

Prepared By: Laura L. Crane, City Attorney

Approved By: Carolyn Lehr, Interim City Administrator

RECOMMENDATION:

Staff recommends the Council waive the reading of the attached ordinance regulating parolee/probationer homes and introduce the ordinance.

HISTORY / BACKGROUND:

A Chowchilla resident recently attempted to open a group home catering to parolees and/or probationers. The operator of that home has since informed City staff that he does not intend on going forward with opening the home. In the meantime, staff recommends the Council adopt an ordinance regulating group homes to the extent permitted by law.

Expected Increase in Group Homes

Staff expects the use of parolee/probationer homes to become more widespread as the State faces the problem of prison overcrowding and the transition of inmates from state prison to county jails.

In 2011, the State enacted AB109, the Public Safety Realignment Act, which shifted state prisoners to California counties, where they will serve their jail sentence. With this enactment, new non-violent, non-serious, and non-high risk sex offenders are no longer eligible for state prison. Instead, they are sentenced to county jail. At the same time, individuals who are returning home after completing state prison sentences for non-violent, non-serious, and non-high risk sex offenses are now assigned to community supervision under county probation rather than State parole. This movement of people from State prison to county jails and onto probation caseloads has significantly increased the number of formerly incarcerated individuals in need of services at the county level.

In 2012, California voters approved Proposition 30 which created a constitutional amendment protecting ongoing funding to the counties for Realignment. This proposition provides a protected stream of income to the counties for implementing Realignment. This funding is used to, among other things, manage the increased costs of monitoring probationers (persons released from county jail as opposed to persons released from state prison, parolees). This funding is also being used to provide for transitional housing as a means of slowly reintegrating probationers into society. Staff expects this increased funding to create an incentive for people to open group homes serving primarily probationers.

Cities' Ability to Regulate Group Homes

State and Federal law requires cities to automatically allow several types of home care for special populations, including homes for recovery of alcohol and drug abuse, mental disease, and senior dementia care. Thus, those types of residential facilities are permitted by State and Federal law and cities have no authority to ban or regulate them – this includes requiring that these types of homes be limited to a certain zone or that they obtain a business license. The reasoning is that the State and Federal governments have found that such homes, which cater to individuals considered disabled by the government, must be protected from discrimination by requiring local agencies treat them as a family.

This limit on authority to regulate, however, is not all encompassing. Cities can regulate homes that serve non-protected populations, such as parolees and probationers that are not disabled. Significant regulation also already exists for any home that provides medical care, including sobriety treatment. The scope of homes the city cannot regulate is limited to residences used primarily to house persons with disabilities without providing medical care for those individuals.

There is a movement with California cities to regulate, and occasionally ban, group homes accommodating parolees and probationers. Most cities are choosing to regulate over banning such homes because State law requires a city's housing element to include an analysis demonstrating local efforts to remove governmental constraints that hinder the locality from meeting its share of the need for housing for supportive housing, and transitional housing. The terms "supportive housing" and "transitional housing" are not defined in the law to be limited only to those with disabilities. This law could arguably be interpreted to require cities to provide for such housing. This position is further supported by the following finding in California Penal Code section 3000:

"The Legislature finds and declares that the period immediately following incarceration is critical to successful reintegration of the offender into society and to positive citizenship. It is in the interest of public safety for the state to provide for the supervision and surveillance of parolees . . ."

Thus, the City Attorney recommends the City of Chowchilla regulate homes for parolees and probationers rather than banning them entirely.

The Proposed Ordinance

The attached ordinance is modeled very closely upon those passed by the Cities of Riverside and Oakley. Below are the major provisions of the ordinance:

- Parolee/probationer homes must obtain a Conditional Use Permit from the City Planning Commission before opening.
- The Conditional Use Permit application must state the types of probationers to be housed (males, females, etc.), the maximum number of clients, terms of client stay, staffing levels and rules of conduct.
- Homes can only be located in the R-3 Medium-Density Multiple-Family Residential Zoning District, must be compatible with surrounding uses, be not likely to result in harm to the public safety, and located near an arterial street with access to public transportation.
- Homes cannot be located within 5,000 feet of another such home nor within 1,000 feet of a school, day care home, park, library or business selling alcohol.
- Sufficient on-site parking must be provided.
- On-site staff supervision is required during all hours of operation.

- All residents must be drug tested at least once per week, or when there is cause to believe the resident is under the influence.
- Once a week, a list of all client names shall be provided to the Chief of Police, who may reject any client he/she deems is an unreasonable risk to public safety. Probation or parole terms must be provided to the Chief of Police when a client appears on this weekly list for the first time.
- Notice of a Conditional Use Permit application must be given to surrounding property owners.
- Conditional Use Permits may be revoked for multiple municipal code violations and administrative citations may be issued. The City is entitled to conduct Health & Safety inspections at any time with 24 hours notice.

FINANCIAL IMPACT:

None perceived other than costs of enforcement.

ATTACHMENTS:

Ordinance adding subdivision M to Section 18.30.030 of Title 18 to list Parolee/Probationer Home to the list of uses permitted in the R-3 district with a conditional use permit, and adding Section 18.66.240 to Chapter 18.66 of Title 18 of the Chowchilla Municipal Code to provide for the conditions to be imposed on all Parolee/Probationer Homes.

ORDINANCE # -15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA ADDING SECTION 18.66.240 TO CHAPTER 18.66 OF TITLE 18 OF THE CHOWCHILLA MUNICIPAL CODE AND SUBDIVISION M TO SECTION 18.30.030 OF TITLE 18 OF THE CHOWCHILLA MUNICIPAL CODE, TO REGULATE PAROLEE/PROBATIONER HOMES

The City Council of the City of Chowchilla does ordain as follows:

Section 1. Section 18.66.240 is hereby added to Chapter 18.66 of Title 18 of the Chowchilla Municipal Code, to read as follows:

18.66.240 Parolee/Probationer Homes.

a. The purpose of regulating parolee/probationer homes is to ensure compatibility of such uses with surrounding uses and properties and to avoid or minimize any adverse impacts associated with such uses.

b. "Parolee/Probationer Home" means any residential structure or unit, whether owned and/or operated by an individual or for-profit or non-profit entity, that houses two or more parolees/probationers, unrelated by blood or marriage, or legal adoption, in exchange for monetary or non-monetary consideration given and/or paid by the parolee/probationer and/or any individual or public/private entity on behalf of the parolee/probationer, excluding parolees/probationers who reside in an alcohol and/or drug-free recovery home.

"Parolee/Probationer" means an individual as follows:

- 1) Convicted of a federal crime, sentenced to a United States federal prison, and received conditional and revocable release in the community under the supervision of a federal probation/parole officer; or
- 2) Serving a period of supervised community custody as defined by State Penal Code Sections 3000 *et seq.* following a term of imprisonment in a State prison or County jail, and is under the jurisdiction of the California Department of Corrections, Division of Adult Parole Operations; or
- 3) An adult or juvenile sentenced to a term in the California Youth Authority and received conditional and revocable release in the community under the supervision of a Youth Authority parole officer; or
- 4) An adult or juvenile offender released from County jail or State prison after October 1, 2011 on Post Release Community Supervision.

c. Parolee/Probationer Homes may be permitted only in the City's R-3 zone as provided for by Section 18.30.030 of the Chowchilla Municipal Code, and only with a Conditional Use Permit. Applications for a required Conditional Use Permit to operate a Parolee/Probationer Home shall include at least the following information:

- 1) Client profile (the subgroup of the population that the facility is intended to serve, i.e. single men, families, etc.
- 2) Maximum number of occupants and hours of facility operation.
- 3) Term of client stay.
- 4) Support services to be provided on-site and projected staffing levels.

- 5) Rules of conduct and/or management plan.
- d. Site location standards for issuance of the required permit shall be as follows:
- 1) The use shall be permitted only in the R-3 zoning district.
 - 2) The use shall be generally compatible with surrounding uses.
 - 3) Establishment of the facility is not likely to result in harm to the health, safety or general welfare of the surrounding neighborhood.
 - 4) The facility is located along or near a major arterial with ready access to public transportation.
 - 5) The facility will be accessible to necessary support services.
 - 6) To avoid over-concentration of parolee/probationer homes, there shall be a 5,000-foot separation between such homes as measured from the nearest outside building walls between the subject use and any other parolee/probationer housing.
 - 7) A parolee/probationer home shall not be located within 1,000 feet of any other group housing, assisted living facility, a public or private school (pre-school through twelfth grade), day care home, public park, library, business licensed for on- or off-site sales of alcoholic beverages, emergency shelter, supportive housing or transitional housing as measured from any point on the outside walls of the parolee/probationer housing.
- e. Operation and Development Standards shall be as follows:
- 1) Sufficient on-site parking shall be provided. The precise number of parking spaces required will be determined based on the operating characteristics of the specific proposal. Attention shall be directed to whether clients are driving and the rules pertaining to visitation.
 - 2) Both indoor and outdoor common areas shall be provided on site.
 - 3) All setback standards of the underlying zone shall be met.
 - 4) On-site staff supervision shall be required during all hours of facility operation.
 - 5) Individual client stays shall not exceed 180 consecutive days.
 - 6) The facility's management shall participate in any residential crime prevention program provided by the City and as required under the permit.
 - 7) At least once per week, a list of client names shall be provided to the Chief of Police. The Chief of Police may determine to reject any client being allowed in the home if the client represents an unreasonable risk to public safety. . Probation or parole terms must be provided to the Chief of Police when a client appears on this weekly list for the first time.
 - 8) All parolees and/or probationers residing in the home must be screened for illegal narcotic usage at least once per week, or when there is cause to believe the resident is under the influence.
- f. Any parolee/probationer home existing prior to the adoption of this Section shall be required to obtain a Conditional Use Permit.

g. Permits shall pertain to each specific location and operator. Any change of ownership of a facility shall require a new permit. A facility which discontinues operations for any period of time shall require a new permit before recommencing operations.

h. Notice of the application for a Conditional Use Permit shall be provided as required in the Conditional Use Permit ordinance, and application fees therefore shall be as established in said ordinance. Notice of the application for a Conditional Use Permit shall also be provided to all other occupied residences located within a 5,000 foot radius of the proposed location. The 5,000 feet shall be measured disregarding intervening structures from each property line.

i. Any Conditional Use Permit issued for a parolee/probationer home may be revoked by the City Council for violations of this Section, the Chowchilla Municipal Code, or for otherwise creating a public nuisance. Owners and operators of parolee/probationer homes are also subject to the issuance of administrative citations and the collection of fines for violations, although the absence of an administrative citation does not preclude the remedy of revocation of a Conditional Use Permit.

Section 2. Subdivision M is hereby added to Section 18.30.030 of Title 18 of the Chowchilla Municipal Code, to read as follows:

The following uses only shall be permitted in the R-3 district, subject to first securing a conditional use permit as provided in Sections 18.81.010 through 18.81.120:

- A. Communications buildings and structures;
- B. Churches;
- C. Dwelling groups consisting of two or more separate one-family dwelling units on a single lot;
- D. Electrical distribution substations;
- E. Home occupations, subject to conforming with the definitions and criteria specified in Section 18.06.458, and provided that the subject lot is occupied by only one dwelling unit;
- F. Family day care homes caring for more than six but less than seventeen; provided, that the subject lot is occupied by only one dwelling unit;
- G. Off-site subdivision signs, subject to the provisions of the R-1 district, Section 18.12.150D;
- H. Private clubs and lodges, excepting those the principal activity of which is a service customarily carried on as a business;
- I. Professional offices;
- J. Rest homes, adult;
- K. Sanitariums and hospitals;
- L. Public and quasi-public uses appropriate to the R-3 district;
- M. Parolee/Probationer Homes as provided for in Section 18.66.240.

Section 3. California Environmental Quality Act (CEQA) Finding.

This ordinance is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), Review for Exemption, because it can be seen with certainty that the project will not have a significant effect on the environment; therefore the project is not subject to CEQA.

Section 4. Severability.

In the event any section or portion of this ordinance shall be determined to be invalid or unconstitutional, such section or portions shall be deemed severable and all other sections or portions hereof shall remain in full force and effect.

Section 5. Effective Date and Publication.

This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk shall cause the ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation, or by publishing a summary of the proposed ordinance, posting a certified copy of the proposed ordinance in the City Clerk's Office at least five (5) days prior to the City Council meeting at which the ordinance is to be adopted, and within fifteen (15) days after its adoption, publishing a summary of the ordinance with the names of the Council Members voting for and against the ordinance.

Introduced and first reading waived by the City Council of the City of Chowchilla at a regular meeting held on May 12, 2015; second reading waived, and ordinance enacted on May __, 2015. by the following vote:



REPORT TO THE CITY COUNCIL

Council Meeting of May 12, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Resolution Approving Contract with Brian Haddix for City Administrator Services
Prepared By:	<u>Laura L. Crane, City Attorney</u>
Approved By:	<u>Carolyn Lehr, Interim City Administrator</u>

RECOMMENDATION:

Staff recommends the Council resolve to approve the attached Employment Agreement with Brian Haddix for City Administrator Services.

HISTORY / BACKGROUND:

The City's prior City Administrator retired in September 2014. The City promptly hired Carolyn Lehr as Interim City Administrator. Part of Ms. Lehr's duties included the recruitment for a permanent City Administrator.

Ms. Lehr's recruitment was extensive and resulted in more than 30 applications for the position. A panel of neutral individuals consisting of current and past public employees interviewed the top six candidates and made recommendations by ranking each candidate. The City Council interviewed three candidates, selected Brian Haddix as the desired new City Administrator, and directed the City Attorney to enter into negotiations for an employment agreement.

As reflected in the attached resume, Brian Haddix is currently the City Manager for the City of Sanger. He has been employed in that position for nearly five years, during which time Sanger has been known as one of the few cities in the San Joaquin Valley to experience substantial development during the economic downturn. Prior to working with the City of Sanger, Mr. Haddix served as the Chief Administrative Officer for Butte County, and the County Administrative Officer for Tulare County.

Attached is a proposed agreement with Brian Haddix for employment. The major terms of the agreement are summarized below:

- **Services:** Mr. Haddix shall provide City Administrator services as required by the City's Municipal Code. Mr. Haddix specifically requested that he be held to the ethical standards promulgated by the International County/City Management Association.
- **Term:** The term of the agreement is for two years. The City may terminate the agreement at any time. Mr. Haddix is entitled to up to 6 months of severance pay if the agreement is terminated without cause prior to two years. However, the severance pay is reduced if the agreement is terminated within 6 months of its natural expiration. Mr. Haddix may also terminate the agreement prematurely by giving 45 days written notice to the City.

- **Salary:** The City shall pay Mr. Haddix at the level established for a step D on the City compensation scale for the City Administrator position. A step D is currently paid \$140,156.52 per year. In six months, Mr. Haddix will be entitled to step up to a level E, \$144,361.20/year. This salary reflects Mr. Haddix's skill and experience. This salary is also similar to what Mr. Haddix is receiving in Sanger. Mr. Haddix is currently receiving \$140,000 per year from the City of Sanger and is entitled to an increased salary of \$145,000 per year in July 2015 if he remains with the City of Sanger.
- **Benefits:** Mr. Haddix's benefits are in line with the standard being set by the City for all of City management. Mr. Haddix is entitled to holiday leave, bereavement leave, military leave, leave of absence without pay, family medical leave, witness and jury duty benefits, health insurance, and retirement benefits as provided for in the Memorandum of Understanding reached between the City and the Chowchilla Mid-Management Confidential Association. In lieu of vacation, management, and sick leave, Mr. Haddix will receive 280 hours per year, but no more than 560 hours can accrue at one time. Mr. Haddix is also entitled to use a City vehicle for business purposes, and a stipend of \$60 per month toward the use of his personal cellular phone for business purposes. The vehicle is expressly prohibited from being used to commute to the City. Finally, the City is agreeing to pay for Mr. Haddix's membership in up to two professional organizations and the costs of his attending conferences necessary to maintain his professional development. Mr. Haddix is required to obtain the City's Mayor's approval of benefits when supervisor approval is required by City policy and procedures, except he cannot "cash out" leave time without first obtaining approval from a majority of the City Council.

FINANCIAL IMPACT:

Mr. Haddix's base salary is one step higher than the prior City Administrator when he left, representing a difference of approximately \$4,000 per year. This will result in a nominal impact to the current year's budget and will be reflected in the next year's budget.

ATTACHMENTS:

Brian Haddix Resume
Resolution
Contract

Charles Brian Haddix
530 E. Mallard Circle
Fresno, CA 93730
Cellular Phone: (559) 903-8079
Email: Brian530@comcast.net

PROFESSIONAL EXPERIENCE:

City Manager Sanger, CA

October, 2010 to present

As City Manager, I assist the City Council of this general law city in implementing a comprehensive program for long-term economic growth, enhancement of quality of life, and fiscal stability. I also represent the city on civic organizations and continue to press forward in enhancing greater transparency and customer-oriented city operations. As a manager, I oversee all municipal operations, providing direction and evaluating success. This includes supervision of daily activities; personnel; preparation and execution of the budget; advising the Council on operations; and serving as public liaison for the city. To date, we have established significant fiscal reserves (in both the General Fund and Enterprise Funds); designed an innovative model for successfully attracting new businesses resulting in increased sales tax receipts; moved the police department toward a community policing model, including reenergized Police/Fire Reserve and Explorer Programs; modernized and standardized policies and procedures; instituted a family friendly approach for parks; increased youth programs; increased civic amenities to poorer neighborhoods; budgeted for staff and Council training; established a jobs training program in partnership with our local community college; and lowered utility overhead through energy efficient technologies. Some recent successes include:

- Oversaw the City as it achieved the ranking of #14 among Best Cities for Young Families in Northern California (Nerdwallet, 2014.)
- Balanced a structurally imbalanced budget by redesigning the City Finance Department and setting in place aggressive cost controls, resulting in General Fund financial reserves and elevating the City's bond rating from -BBB to A.
- The City received its first GFOA Award of Excellence for its CAFR, then received it a second time.
- Instituted a Public Participation budget process and townhall meeting program, as well as developed the AskSanger smartphone app and a monthly newsletter designed to engage the public on city activities.
- Partnered with Sequoia and Kings Canyon National Parks on a two year pilot tourism transit program, fully funded with grants, originating in Sanger (which sits just 50 miles from the park entrance) designed to provide a stimulus to the City's downtown.
- Instituted an aggressive business recruitment and expansion program that has created over two hundred jobs in Sanger and grown taxable receipts at a rate as high as 9%. This program combines economic incentives with a city-led effort of matching private-public capital with new businesses.
- Set up a successful virtual business incubator program.
- Developed a jobs training program in partnership with the local community college and business community to fill manufacturing vacancies.
- Accelerated the recruitment process for public safety positions.

- Negotiated bargaining unit MOUs.
- Streamlined permitting processes for business and citizen development projects to 21 days.
- Oversaw national business recruitment trips targeting manufacturers, retail, and site selectors.
- In conjunction with the local irrigation district, begun the process of transforming three irrigation canals into urban walking trails.
- Coordinated with Police and Fire in enhancing a Reserve Officer Program, Volunteer Programs and an Explorers Program, and instituted a community policing program.
- Accelerated infrastructure repair and increased street lighting in older neighborhoods.
- Engaged local non-profit organizations in the management of parks at less cost to the City.
- Collaborated with the local school district, churches and non-profit organizations for a gang prevention and intervention program.
- Reinstated a tri-annual meeting of the City Council, School Board, and Chamber of Commerce Board
- Contracted out for waste disposal services, gaining an increase in revenue and service without losing rate control.
- Upgraded the wastewater treatment plant and city buildings with a lease revenue bond paid off with energy savings created through the upgrade.
- Created a smartphone app for enhanced connectivity between the city and its constituents.

Consultant with the California Water Institute at CSU, Fresno Fresno, CA

March, 2009 – October, 2010

Provided detailed analysis and viable solutions for local governments and industry addressing California regulatory issues, and more specifically, environmental regulations. Assisted California State University's California Water Institute in developing and funding its proposed Center for Disadvantaged Communities Water Assistance. This included designing its business plan, coordinating a conference of state and federal agencies and non-governmental organizations on the collaboration of efforts, meeting with agricultural associations and water districts to fund the proposal, and introducing the concept of a statewide Center for Disadvantaged Communities. The focus of the Center is on providing financial, managerial, technical and organizational assistance to small, rural, disadvantaged community drinking water and wastewater systems. The goal is to help systems attain fiscal sustainability while providing a safe and reliable service that protects public health, the environment and encourages economic development.

Chief Administrative Officer County of Butte

Nov, 2007 – Mar, 2009

The County of Butte is a Charter County with a population of 220,407, an operating budget of \$411 million, and a capital budget of \$12 million. Butte County takes pride in its environmental innovativeness, having one of the largest solar energy systems in the country and will soon to be constructing a LEED-ND North County Campus. My primary focus was to stabilize the County's fiscal position while continuing to create new programs that improved the quality and manner of services for its citizens. As CAO, I oversaw the short and long term operations of the County, including coordinating and directing 14 department heads with an employee base of 2,200 to achieve the Mission, Values and Goals set by the Board. This included annual department head evaluations, utilizing specific performance measures. I also initiated the

establishment of pilot strategic plans within departments which consolidated into an overarching countywide plan. Within the CAO office I directly managed 20 staff, including General Services, Emergency Services, Risk Management and the Chief Financial Officer Division.

- Successfully developed a \$411 million Operating Budget and a \$12 million Capital Budget, including in-depth quarterly financial reports to the Board.
- Designed a countywide economic development strategy within the updated County General Plan.
- Initiated the renegotiation of revenue sharing agreements with the County's incorporated communities, including tax and developer impact fees.
- Oversaw a landfill gas to energy project.
- Initiated the process for updating the County's Facilities Management Plan and Capital Improvement Plan.
- Managed the initiation of a three-tier supervisory academy to improve management skills and address succession planning.
- Oversaw the County's Emergency Operations Center during three states of fire emergency, focusing on evacuation and sheltering, disaster recovery, and state and federal cost recovery. Hosted the Governor twice and led a delegation to meet with the OES and FEMA Administrators.
- Implemented Standards of Cover to guide County fire protection.
- Partnered with the City of Chico in gaining the funding for its \$38 million innovative wastewater infrastructure to reduce nitrate contamination in groundwater.
- Taught two NACO webinars on financing techniques for alternative energy systems.
- Consolidated the County's financial management system within the newly created Chief Financial Officer division of the CAO office.
- Redesigned the County's webpage.

County Administrative Officer County of Tulare

Jan, 2004 – Nov, 2007

During my tenure, the County of Tulare had a population of 429,006 and was the 18th largest county, and 13th fastest growing county by population, of California's 58 counties. While CAO, I oversaw an operating budget of \$725 million and a workforce of 4,200. I provided a centralized government by leading the development and implementation of the strategic business plan, departmental operational plans, and policies of the Board of Supervisors. I was responsible for the preparation of the County's annual operating and capital budgets; provided direction, supervision and fiscal control to the departments to achieve short and long term goals; worked with federal, state and local governing bodies to advance the County's needs; established the Facilities Management Plan; authorized functional audits of departments; and coordinated cross departmental projects. I represented the County in: the financial community, other governing bodies, the business community, and all constituent groups. Within the CAO office I directly managed 15 staff.

- Responsible for the development of a \$725 million operating budget, a \$3.5 million capital budget, and established \$24 million in reserves.
- Increased the County's financial security, resulting in Fitch Rating raising Tulare County's bond rating for Certificate of Participation bonds from A to A+ and declaring the County's Rating Outlook as Stable.
- Consistently received the Government Finance Officers Association's Excellence in Reporting Award for the Comprehensive Annual Financial Report.
- Successfully created a new County fire department with increased service at lower cost following severance of the County's contractual relationship with the State of California.

- Reopened a closed jail complex and pre-trial courtroom, and filled previously cut public safety positions.
- Set in motion the County's first developer impact fees and initiated renegotiations of tax sharing agreements.
- Directed the self-insuring of the County's workers compensation fund at a considerable savings to the County.
- Revised the Facilities Management Plan to address the needs of County facilities in a timely fashion.
- Designed and implemented new techniques for recruiting and retaining employees.
- Successfully developed and implemented Tulare County's first Strategic Business Plan and departmental implementation plans defining specific countywide goals to be achieved and how they will be accomplished.
- Redesigned the annual budget book with enhanced clarity in which the departments explain their mission, successes during the prior fiscal year, and goals to be accomplished during the new fiscal year.
- Led a delegation to Washington, D.C. to lobby for financial assistance following a devastating citrus freeze.

Undersecretary California Environmental Protection Agency

May, 1999 – Jan, 2004

The California Environmental Protection Agency regulates air quality, water quality and water rights, pesticide regulations, landfills, toxic substances, and Prop 65 chemicals, with an operating budget of \$1.2 billion and a staff of 5,000. As the number two senior executive in this Agency, I managed the Agency's operations by directing and coordinating activities consistent with the goals, objectives and policies set by the Governor and Secretary. To do this, I lead a top level team to design and implement the Agency's first strategic plan drawing upon the input of diverse groups from the Executive and Legislative branches of state government and the stakeholder community. I coordinated the activities of department heads to achieve successful outcomes set by the Governor and Secretary; counseled departments' senior management on best practices and evaluated program performance and operational efficiencies; lead the development and implementation of the annual operating budget; represented the Agency and Governor before the Legislature and stakeholder groups on major policy and decision-making activities; took charge of the most sensitive fiscal, controversial and political programs; and represented the Secretary as the Agency's principal contact with the Governor's Office, Legislature, other state agencies, and the regulated community. Within the Office of the Secretary, I oversaw a staff of 17.

- Successfully developed the Agency's first strategic plan setting the goals to be established by each department. Developed and coordinated departmental implementation plans within the plan, including performance measures.
- Responsible for department directors carrying out the directives of the Governor's Office and served as the primary interface with the Governor's Office, Legislature, and other state agencies.
- Managed the \$30 million Clean Beach Initiative to protect public health on California beaches.
- Successfully coordinated Agency efforts to establish the new University of California, Merced campus.
- Developed with departments and coordinated the passage of a \$1.2 billion operating budget before the Legislature and the Department of Finance.

Director of Government Relations California Grape & Tree Fruit League

May, 1995 – May, 1999

The California Grape & Tree Fruit League (renamed as California Fresh Fruit Association) is an industry association representing over 85 percent of the growers, packers and shippers of deciduous tree fruit and table grapes in California. My responsibility was to oversee federal and state legislative and regulatory issues affecting agriculture and manage the organization's political action committee. This included interpreting regulations; recommending potential areas for legislation; testifying before Committees and Boards; setting up meetings, receptions, and tours with legislators; coordinating industry meetings to seek consensus on issues; working with legislators and staff to advance the interests of agriculture; writing for trade journals; and participating in statewide workshops and seminars.

- Successfully led a campaign before the California Franchise Tax Board to eliminate a proposed multimillion dollar sales tax on fruit boxes.
- Directed a multi-state effort to successfully lobby for a \$24.3 million appropriation to construct a federal agricultural research station in the San Joaquin Valley.
- Coordinated efforts with members of the U.S. Senate in resolving an embargo on Chilean grape boxes that would have cost the industry \$53 million.
- Assisted in developing the trade protocols allowing nonfumigated fruit to be exported to Mexico and Canada.

Law Clerk Lozano Smith Smith Woliver & Behrens

June, 1994 – May, 1995

I wrote opinion letters, settlement agreements, contracts, policies and regulations pertaining to school districts. I also wrote workbooks explaining compliance with educational case law, statutes, administrative regulations and current legislation. I prepared Client News Briefs on changes in the law, and coordinated the firm's marketing plan in developing new client opportunities.

Field Representative: Assemblyman Cruz Bustamante, California State Assembly

Jan, 1993 – June, 1994

Responsible for field contacts throughout rural Fresno County and Tulare County. I was the designated staff person to meet with elected officials, business groups, agricultural groups, special districts, water groups and local elected officials. My issue areas included agriculture, business, water, transportation and local government. This position required that I make public presentations on behalf of the Assemblyman as well as develop his speeches and talking points. I also investigated opportunities for district legislation and handled legislative mail and casework.

District Administrative Assistant: Senator Rose Ann Vuich, California State Senate

May, 1990 – Jan, 1993

Managed the district operations for the Senator, including recommending positions on legislation, and proposed and managed legislation through to completion. I organized and ran community meetings; actively participated on local committees; represented the Senator in meetings; and participated on panels and in hearings. I explained legislation and the legislative process to constituents; and escorted constituent groups to Sacramento for meetings with legislators, regulatory agencies, or committee hearings. I worked closely with legislators, their staff, and committee consultants, as well as agency leaders. I also responded to legislative correspondence and handling constituent cases.

Associate Director, Agricultural Business Advocacy: Fresno County and City Chamber of Commerce June, 1988–May, 1990

I actively served the interests of over three thousand chamber businesses in Fresno County. The nine committees I was responsible for provided positive avenues for addressing current agricultural business needs as they pertained to Fresno County. This involved working with legislation at local, state and federal levels, analyzing legislation, drafting board positions, meeting with legislative and committee staff on a regular basis, and speaking before groups and the media. Additionally, I arranged for committee speakers, marketed my department's activities, wrote articles for the chamber's newspaper, developed a budget, and planned and coordinated business and advocacy conferences. During my tenure I successfully developed a scenic blossom trail and an agribusiness trade show. The thrusts of my activities were education, promotion, fundraising and advocacy through cooperation with diverse groups.

Lecturer and Research Assistant: Department of Agricultural Business, California State University, Fresno

1987 – 1988

I held a part time faculty position teaching agricultural business management and agricultural accounting courses.

Legislative Aide: Senator Alan Cranston, United States Senate

1985 – 1987

I advised the Senator on natural resource and agricultural issues. I was responsible for the Senator's statements and briefing materials for legislation and hearings. I worked with staff and members in developing legislation and managed such issues as the 1985 Farm Bill, water, toxics, Clean Water Act, Safe Drinking Water Act, Federal Energy Regulatory Commission, and rural economic development. I responded to legislative correspondence, conducted research and acted as staff contact for lobbyists and constituents. I worked closely with major California environmental and agricultural organizations.

Legislative Assistant: Congressman Tony Coelho, United States House of Representatives

1985 - 1985

I was responsible for natural resource and agricultural issues, including legislation, statements, public speeches, committee briefings, and voting requirements. I worked closely with the House Interior and Agriculture Committees and managed all natural resource and agricultural issues including the 1985 Farm Bill, water, air quality and rural economic development concerns. I met with lobbyists and constituents, answered legislative correspondence and researched cases.

EDUCATION:

- San Joaquin College of Law, Fresno, JD
- California State University, Fresno, MS, Agricultural Business
- University of California, Santa Barbara, BA, Zoology

COUNCIL RESOLUTION # -15

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA APPROVING AN
EMPLOYMENT AGREEMENT BETWEEN THE CITY OF CHOWCHILLA AND CHARLES
BRIAN HADDIX**

WHEREAS, the City of Chowchilla City Council desires to appoint and employ Charles Brian Haddix as City Administrator for the City of Chowchilla pursuant to the Chowchilla Municipal Code; and

WHEREAS, Mr. Haddix desires to accept the appointment as the City Administrator of the City; and

WHEREAS, it is the desire of the City and the City Administrator to set forth certain compensation, benefits, establish certain conditions of employment, and to set certain working conditions on the City Administrator in an employment contract; and

WHEREAS, the proposed Employment Agreement is fair and equitable.

NOW, THEREFORE, LET IT BE RESOLVED that the City Council of the City of Chowchilla hereby, finds and orders as follows;

1. The above recitals are true.
2. The City Council hereby approves and adopts the attached Employment Agreement Between the City of Chowchilla and Charles Brian Haddix.
3. The Mayor is hereby authorized and directed to execute the Employment Agreement for and on behalf of the City of Chowchilla.

PASSED AND ADOPTED by City Council of the City of Chowchilla this 12th day of May 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon
Deputy City Clerk

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF CHOWCHILLA AND CHARLES BRIAN HADDIX**

THIS AGREEMENT for City Administrator services is entered into by and between the City of Chowchilla, a municipal corporation in the State of California (hereinafter referred to as “City”) and Charles Brian Haddix as of May 12, 2015 (the “Effective Date”).

RECITALS

WHEREAS, the City of Chowchilla City Council desires to appoint and employ Charles Brian Haddix (hereinafter referred to as “City Administrator”) as City Administrator for the City of Chowchilla pursuant to the Chowchilla Municipal Code; and

WHEREAS, City Administrator desires to accept the appointment as the City Administrator of the City; and

WHEREAS, it is the desire of the City and the City Administrator to set forth certain compensation, benefits, establish certain conditions of employment, and to set certain working conditions on the City Administrator in this Agreement.

NOW, THEREFORE, the above named parties hereby mutually agree and promise as follows:

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, City Administrator shall provide to City the services described in the job description attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein, and to perform such other legally permissible and proper duties and functions the City’s Council shall from time to time direct. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on June 8, 2015 (“Start Date”) and shall continue until the earlier of (1) termination by either City Administrator or the City in accordance with the terms and conditions of this Agreement or law; or (2) June 7, 2018.

1.2 Standard of Performance. City Administrator shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which City Administrator is engaged in the geographical area in which City Administrator practices its profession. City Administrator shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in City Administrator’s profession. City Administrator shall perform all duties in compliance with the most recent Code of Ethics issued by the International County/City Management Association (commonly known as the “ICMA”). The Chowchilla City Council is

entitled to review City Administrator's compliance with this Agreement at any time and in any manner but agrees to consider criteria for review recommended by City Administrator.

1.3 Hours of Work. City Administrator shall devote such time to the performance of services required by this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2. The parties recognize that City Administrator must devote a great deal of time outside normal office hours on business for the City. Accordingly, City Administrator may establish an appropriate work schedule to accommodate these needs. City Administrator shall nevertheless spend as much time at City offices during regular business hours as is practical given City Administrator's other job responsibilities.

Section 2. COMPENSATION.

2.1 Annual Salary. City hereby agrees to pay City Administrator as compensation for services rendered pursuant to this Agreement, an annual base salary in the amount of one hundred forty thousand one hundred fifty-six dollars and fifty-two cents (\$140,156.52) commencing on the Start Date payable in installment payments in the same manner and at the same times as salaries of other executive managers of the City. This beginning pay represents City Administrator's hiring at a level D on the City compensation scale for this position.

Commencing December 8, 2015, City Administrator shall be compensated an annual base salary in the amount of one hundred forty-four thousand three hundred sixty-one dollars and twenty cents (\$144,361.20) payable in installment payments in the same manner and at the same times as salaries of other executive managers of the City. This second salary level represents City Administrator being elevated to a level E on the City compensation scale after successfully completing six (6) months of service to the City.

2.2 Benefits.

2.2.1 City Administrator shall be entitled to the following benefits as provided to the City's mid-management and executives as detailed in the Memorandum of Understanding ("MOU") reached between the City of Chowchilla and The Chowchilla Mid-Management Confidential Association ("MMCA"):

- (a) Holiday leave;
- (b) Bereavement leave;
- (c) Military leave;
- (d) Leave of absence without pay;
- (e) Family medical leave;
- (f) Witness and jury duty benefits;
- (g) Health insurance benefits; and
- (h) Retirement benefits.

A copy of the current MOU is attached to this Agreement as Exhibit "B." City Administrator shall be subject to any future changes to the MOU or new agreements between the City and the MMCA with regard to the above items.

2.2.2 Vehicle: City Administrator is also entitled to the use of a City vehicle for employment purposes and personal use incidental to employment use. City Administrator shall not use City vehicles for daily commuting between the City and City Administrator's home. Should a City vehicle not be available for use by City Administrator for City business, City Administrator shall be entitled to seek reimbursement from the City for City Administrator's use of City Administrator's personal vehicle at the rates established by the Internal Revenue Service.

2.2.3 Cell Phone: City Administrator shall be reimbursed for up to sixty dollars (\$60.00) per month toward City Administrator's use of his personal cell phone for business purposes.

2.2.4 Annual Leave: In lieu of the vacation time, sick leave, and overtime compensation provided under the MOU, and any expectation of administrative time or management leave, City Administrator is entitled to two hundred eighty hours (280) of annual leave. Each year is measured by a government calendar year (July 1 to June 30). City Administrator will be entitled to a prorated amount of leave for the first year of this Agreement. Otherwise, annual leave will accrue in its entirety at the beginning of the government year. Should this Agreement be terminated at any time other than June 30 of a given year, City Administrator's Annual Leave for that year will be prorated to account for the time City Administrator was actually employed by the City. At no time shall City Administrator's accrued annual leave exceed five hundred sixty (560) hours.

2.2.5 Conferences and Membership: The City agrees to annually budget for and pay City Administrator's professional dues and subscriptions necessary for City Administrator's continuation and full participation in not more than two professional organizations that have direct relevance to City Administrator's employment with the City, provided the amount of such dues and subscriptions shall not exceed the amount appropriated therefore in the annual budget. City also agrees to budget for and pay City Administrator's travel to and subsistence expenses for professional and official travel, meetings, and occasions adequate to continue City Administrator's professional development and to adequately pursue the City's official functions, provided such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.

2.2.6 Bonding: City shall bear the full cost and expense of any fidelity or other bonds City Administrator is required by law to have to perform the services required by this Agreement.

2.2.7 Benefits Approval: The City's policies and procedures require certain benefits be approved by a supervisor prior to use. City Administrator shall obtain the City Mayor's approval of benefits when supervisor approval is required by City policy and procedures, except that City Administrator shall not obtain monetary payment in lieu of actual time off without prior approval from a majority of the Chowchilla City Council.

Section 3. OTHER EMPLOYMENT. Other than part-time employment subject to the prior approval of the City Council, City Administrator agrees to remain in the City's exclusive employment and not to become otherwise employed while this Agreement is in effect. City Administrator agrees that should the City Council agree to other part-time employment, that employment shall not interfere with the City Administrator's performance of duties under this Agreement.

Section 4. TERMINATION.

4.1 City Administrator expressly understands and agrees that City Administrator serves as an at-will employee of the City, and the City may cancel this Agreement at any time, with or without cause, by providing City Administrator written notice of such termination and stating whether such termination is with cause. For purposes of this Agreement, "cause" shall be defined as a termination based on any of the following:

4.1.1 City Administrator's willful breach or habitual neglect of duties required to be performed to fulfill the terms of this Agreement, including but not limited to City Administrator's refusal to follow the Chowchilla City Council's directions.

4.1.2 City Administrator's repeated unexecuted absences from City Administrator's office and duties.

4.1.3 City Administrator's continued incapacity to perform the duties of employment, as decided by the City Council.

4.1.4 City Administrator's commission of any felony, or any act of dishonesty or moral turpitude, whether criminally prosecuted or not, unless such act was specifically authorized by the City Council.

4.1.5 City Administrator's failure to maintain a reputation for serving all Chowchilla City Council members equally and impartially.

4.2 In the event the City terminates this Agreement before its natural expiration, City Administrator shall be entitled to compensation for services performed to the effective date of termination. City, however, may condition payment of such compensation upon City Administrator delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials

provided to City Administrator or prepared by or for City Administrator or the City in connection with this Agreement.

- 4.3** In the event the City terminates this Agreement prior to its natural expiration without cause, City Administrator shall be entitled to severance pay as provided for below. City Administrator shall not be entitled to any severance benefits if termination is with cause, as defined above.

4.3.1 If termination without cause occurs within the first eighteen months of this Agreement, then City Administrator shall be entitled to the equivalent of six (6) months base salary and six (6) months of the same health care benefits provided immediately prior to termination.

4.3.2 If termination without cause occurs during the final six (6) months of this Agreement, then City Administrator shall be entitled to the equivalent of the base pay and health care benefits the City would have paid to City Administrator had this Agreement not been prematurely terminated.

- 4.4** Notwithstanding the forgoing, City Administrator shall not be terminated within one hundred eighty (180) calendar days following the date a newly elected or appointed councilmember is duly sworn into office, unless such termination is supported by a four-fifths (4/5) vote of the council, or such termination is for cause, as defined above.

- 4.5** City Administrator may cancel this Agreement upon forty-five (45) days written notice to City and shall include in such notice the reasons for cancellation. City Administrator shall not be entitled to any severance pay or benefits upon such voluntary termination.

- 4.6** **Options Upon Breach by City Administrator.** If City Administrator materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to the following:

4.5.1 Immediately terminate the Agreement;

4.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by City Administrator pursuant to this Agreement; and/or

4.5.3 Retain a different City Administrator to complete the work described in this Agreement.

Section 5. INDEMNIFICATION AND CITY ADMINISTRATOR'S RESPONSIBILITIES.

5.1 City's Indemnification of City Administrator: City shall defend, hold harmless, and indemnify City Administrator as required by California's Government Code.

5.2 City Administrator's Indemnification of City: City Administrator shall to the fullest extent allowed by law, with respect to all services performed in connection with this Agreement, defend with counsel acceptable to the City, and indemnify and hold the City and its officials, officers, employees, agents, and volunteers harmless from and against any and all losses that arise out of, pertain to, or relate to the recklessness or willful misconduct of the City Administrator ("Claims"). City Administrator will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liability is caused by the sole negligence, active negligence, or willful misconduct of the City.

Notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law. In addition, and notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties of City Administrator to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

Section 6. KEEPING AND STATUS OF RECORDS.

6.1 Records Created as Part of City Administrator's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that City Administrator prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. City Administrator hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and City Administrator agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

6.2 City Administrator's Books and Records. City Administrator shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a

minimum of three (3) years, or for any longer period required by law, from the date of final payment to the City Administrator to this Agreement.

- 6.3 Inspection and Audit of Records.** Any records or documents that Section 6.2 of this Agreement requires City Administrator to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 4546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** City Administrator and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, City Administrator and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Nondiscrimination and Equal Opportunity.** City Administrator shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by City Administrator under this Agreement. City Administrator shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Section 8 MISCELLANEOUS PROVISIONS.

- 8.1 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Madera in the United States District Court for the Eastern District of California.
- 8.2 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in

whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 8.3 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 8.4 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 8.5 Conflict of Interest.** When consented to by the City's Council, City Administrator may serve other clients, but none whose activities are within the corporate limits of City or whose business, regardless of location, would place City Administrator in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 41000 *et seq.*

City Administrator hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If City Administrator was an employee, agent, appointee, or official of the City in the previous twelve months, City Administrator warrants that it did not participate in any manner in the forming of this Agreement. City Administrator understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and City Administrator will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and City Administrator will be required to reimburse the City for any sums paid to the City Administrator. City Administrator understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 8.6 Solicitation.** City Administrator agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 8.7 Notices.**

Any written notice to City Administrator shall be sent to:

Charles Brian Haddix
530 E. Mallard Circle
Fresno, CA 93730

Any written notice to City shall be sent to:

City of Chowchilla
Attn: Mayor
130 S. Second Street
Chowchilla, CA 93610

With copy to:

Cota Cole LLP
Attn: Chowchilla City Attorney
3401 Centrelake Drive, Suite 670
Ontario, CA 91761
lcrane@cotalawfirm.com

- 8.8 Integration.** This Agreement, including the job description attached hereto and incorporated herein as Exhibit A and the MOU attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and City Administrator and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 8.10 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 8.11 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.12 Assignment and Subcontracting.** City and City Administrator recognize and agree that this Agreement contemplates personal performance by City Administrator and is based upon a determination of City Administrator's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of City Administrator. City Administrator may not assign this Agreement or any interest therein without the City's prior written approval. City Administrator shall not subcontract any portion of the performance contemplated and provided for herein without the City's prior written approval.
- 8.13 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and City Administrator shall survive the termination of this Agreement.
- 8.14 Authorized Signature.** Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.

The parties have executed this Agreement as of the Effective Date.

CITY

CITY ADMINISTRATOR

City of Chowchilla, a municipal corporation
of the State of California

By: _____
John Chavez, Mayor

Charles Brian Haddix

ATTEST:

Joann McClendon, Deputy City Clerk

EXHIBIT A

Job Description

- A. To see that all laws and ordinances of the city are duly enforced, and that all franchises, permits and privileges granted by the city are faithfully observed;
- B. To analyze the functions, duties and activities of the various departments, divisions and services of the city government and of all employees thereof and to make such recommendations to the city council with reference thereto as in your judgment will result in the highest degree of efficiency in the overall operation of the city government;
- C. To exercise control over all departments of the city government and over all officers and employees thereof, except elective officers and their respective staffs, and to recommend to the city council the appointment of, or the removal of all such officers or employees of the city;
- D. To attend all meetings of the city council, city planning commission and other such commissions that may be appointed by the city council, unless excused therefrom;
- E. To recommend to the city council for adoption such measures and ordinances as you deem necessary or expedient;
- F. To keep the city council at all times fully advised as to the financial conditions and needs of the city;
- G. To cause to be prepared and submitted to you by each department, division or service of the city government, itemized annual estimates of income and expenditures required by any of them for capital outlay, salaries, wages and miscellaneous operating costs; to tabulate the same into a preliminary consolidated municipal budget and submit the same to the city council before the first regular meeting in May of each year with your recommendations as to such changes which you deem advisable;
- H. To prepare and to submit to the city council as of the end of the fiscal year a complete report on the finances and administrative activities of the city for the preceding year, such financial report not to be confused with the city clerk's report to the State Controller;
- I. To purchase or cause to be purchased, in accordance with the purchasing ordinance, all supplies for all departments or divisions of the city;
- J. To make investigation into the affairs of the city, and any department or division thereof, and any contract, or the proper performance of any obligations of the city;
- K. Analyze contracts, leases, reports, purchase bids and other matters requiring comprehensive analysis in preparation for City Council action;

- L. To investigate all complaints in relation to matters concerning the administration of the city government and in regard to the service maintained by public utilities in the city;
- M. To exercise general supervision over all public buildings, public parks and other public property, including the City's airport, which is under the control and jurisdiction of the city council;

- N. Administer the City's Human Resources program by, among other things, representing the City in the labor negotiations process and supervising heads of departments.
- O. To devote your entire time to the duties of the City Administrator office and the interest of the city;
- P. To provide leadership for civic movements designed to benefit the residents of the city when so authorized by the city council;
- Q. To supervise in general the operations of all departments of the city, securing special counsel as required;
- R. To compile and keep up to date, a complete inventory of all property, real and personal, owned by the city and to recommend to the city council the purchase of new machinery, equipment and supplies whenever in your judgment the same can be obtained at the best advantage, taking into consideration trade-in value of machinery and equipment, etc., in use;
- S. In addition to the elective officers and their respective staffs, when said members of the staff are acting in the capacity of a deputy to such elective officer, the planning commission, the position of city attorney, and the position of city engineer shall be excluded from the scope of the administrative officer's surveillance; however, the services and facilities of the city attorney, the city engineer and the planning commission shall be made available to the administrative officer; and
- T. To perform such other duties and exercise such other powers as may be, or have been, delegated to the City Administrator from time to time by ordinance or resolution of the city council.

EXHIBIT B

**Memorandum of Understanding Entered Between The City of Chowchilla and The
Chowchilla Mid-Management Confidential Association**

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE
CITY OF CHOWCHILLA**

AND

**THE CHOWCHILLA MID-MANAGEMENT CONFIDENTIAL
ASSOCIATION**

January 1, 2014 through December 31, 2015

INTRODUCTION

This Memorandum of Understanding ("MOU") contains the entire understanding between the City of Chowchilla (hereafter referred to as "City") and the Chowchilla Mid-Management Confidential Association (hereafter referred to as "Association"). If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

ARTICLE I

PREAMBLE

A. GENERAL

This MOU represents the mutual agreement of the City and the Association on terms and conditions of employment covering the period of January 1, 2014 through December 31, 2015.

B. PURPOSE

The purpose of this MOU is to promote harmonious relations between the City and its represented employees, including all members of the Association, and to establish an equitable and peaceful procedure for the resolution of differences; the establishment of wages, hours of work, and other terms and conditions of employment.

C. PARTIES

The parties hereto are as follows:

1. The City of Chowchilla, herein referred to as "City," is a general law city, duly organized and existing under the laws of the State of California.
2. The Chowchilla Mid-Management Confidential Association, herein referred to as "Association," is a recognized employee organization which represents each employee assigned to those job classifications identified in Attachment A, which attachment is incorporated herein by reference.

D. GOVERNING LAWS

This MOU is subject to the laws of the State of California, but in particular, this MOU is subject to the provisions of Chapter 10, Division 4 of Title I of the California Government Code (Section 3500 *et seq.*, commonly known as the "Myers-Milias-Brown Act"). The parties hereto acknowledge their relationship is also subject to certain provisions of the Municipal Code of the City of Chowchilla, including but not necessarily limited to, the provisions of Chapter 2.42 of Title II (commonly known as the "Personnel Ordinance"). The parties hereto acknowledge their relationship is also subject to the policies of the City Council of the City of Chowchilla, including but not limited to, the

City of Chowchilla Personnel Rules and Regulations, as currently enacted (commonly known as the "Personnel Rules"), adapted under the provisions of Ordinance No. 374-91.

**ARTICLE II
RECOGNITION**

**A. CHOWCHILLA MID-MANAGEMENT CONFIDENTIAL ASSOCIATION –
RECOGNITION**

The City acknowledges the Chowchilla Mid-Management Confidential Association as the sole and exclusive bargaining representative for the purposes of establishing wages, hours, and working conditions of employment for each employee assigned to those job classifications identified in Attachment A.

The Association, under the authority of the California Government Code, may exercise the right to affiliate with a labor organization, and in exercising that right has affiliated with Operating Engineers Local No. 3 to represent the Association for the purpose of establishing wages, hours and other working conditions. The City shall meet with designated members of the Association and/or its labor representatives in all manners related to grievances and the interpretation of this MOU.

**ARTICLE III
EMPLOYEE RIGHTS**

A. DISCRIMINATION

The City shall not interfere with nor discriminate in any way against any employee for exercising their right to become a member of the MMCA or for exercising their right to participate in any MMCA lawful activities.

B. AGENCY SHOP AGREEMENT – FAIR SHARE FEES

This Agreement requires all employees working in a classification represented by this MOU to either pay dues to the Association, or pay a fair share fee to the Association, or contribute the dues amount to a qualifying charitable organization as defined in the California Government Code.

ARTICLE IV

MANAGEMENT RIGHTS

A. GENERAL

Notwithstanding any of the items agreed to herein, nothing in this MOU is intended to limit the management rights of the City, including but not limited to:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign, and classify employees within the City.
3. Discipline employees for proper cause.
4. Take actions as may be necessary to carry out the mission of the agency in emergencies.
5. Determine the methods, means, and personnel by which operations are to be carried on.
6. Determine its budget, organization, merits, necessity and level of any activity of service provided to the public.
7. The right to implement whatsoever personnel record keeping it desires to fulfill its needs and to fulfill minimum record keeping requirements pursuant to relevant state and/or federal laws, including but not limited to, the Fair Labor Standards Act.

ARTICLE V

COMPENSATION

A. PERFORMANCE EVALUATION

1. The job performance of each employee will be formally evaluated by the employee's immediate supervisor or department head in accord with the following schedule:
 - (a) Probationary employee: Probationary employees who successfully complete the probationary period will be provided with a written evaluation by the end of the probationary period.
 - (b) Regular employee: Thirty (30) days prior to an employee's anniversary date their supervisor will provide them with a performance evaluation form. The employee will complete the form, including any written comments, and return to their supervisor within thirty (30) days. The supervisor will have thirty (30) days from receipt of the evaluation form from the employee to complete the evaluation process. At thirty (30) days, if the evaluation is not fully completed, the department head is to forward a memo to the City Administrator and the supervisor advising of the incomplete status and confirming a date within thirty (30) days in which the evaluation will be completed. The evaluation process includes

the preparation of the evaluation, the approval by Administrative Services, review of the employee, and the actual processing of the Personnel Action Form ("PAF" and authorization and record of any all-personnel changes). In the event an employee fails to complete the self-evaluation form within the required time limit, the employee's supervisor will proceed with the evaluation process as herein outlined.

2. During the pendency of this MOU the results of the performance evaluation process described herein will be used to evaluate the employee's satisfactory compliance with job classification criteria and eligibility for continued employment, but will not be the basis for "merit system" compensation increases. The existing and projected economic limitations on City resources preclude continuation of the merit system compensation program.
3. Any employees newly hired during the pendency of this MOU and represented by the Association shall receive the salary designated as Step A in the attached current salary schedule (Attachment B), unless the Personnel Officer deems their qualifications warrant a higher initial placement. This step level currently held by existing employees shall be maintained during the term of this MOU, subject only to the COLA, certificate/education, and longevity pay adjustments designated herein. No "step increase" program shall be recognized.

B. COST-OF-LIVING ADJUSTMENT/SALARY RANGE ADJUSTMENT

Because of the protracted economic downturn experienced within the City and the resulting budgetary constraints and practical limitations on the City's ability to enhance or increase paid benefits to employees represented by the Association, except as otherwise specified herein, the current pay and benefits being received by each employee represented by this Association shall remain in effect for the duration of this MOU, adjusted by a 3.0% (three percent) Cost-Of-Living Adjustment ("COLA") for the period from July 1, 2013 through December 31, 2014. There shall be no sunset of the above-described COLA increase during the period of this MOU. The City and Association agree to meet and confer at a mutually agreed time and place in December 2014 to determine the availability of any additional COLA adjustment for the period January 1, 2015 to December 31, 2015. The City's agreement for such a "reopener" does not constitute an express or implied commitment for any COLA increase, but the City agrees to meet in good faith to determine the availability, if any, of a COLA adjustment for the subject period.

C. CERTIFICATE AND EDUCATION PAY

Employees are compensated in their base salary for certification and education required for entry into the position they hold. The City recognizes the importance of continuing education and certification for all employees.

1. Certificate or Special License – With prior approval, employees shall receive an increase of 3.0% of their base salary for each job-related certification or special

license held that relates to their primary job function. To receive pay under this provision, the employee must first present to their immediate supervisor a description of the courses to be taken for approval. After completion of the approved course(s), the employee must present to their supervisor a copy of the certification or license that indicates the employee has successfully completed the course(s). Employees receiving certification or license incentive pay must maintain the certification or license in order to continue receiving the incentive pay. The maximum amount of incentive pay an employee may acquire for certification and/or education incentive pay is 9%.

2. Education – With prior approval, employees shall receive an increase of 3.0% of their base salary for college degrees they receive after being hired, related to their employment classification. To receive pay under this provision, the employee must first present to their supervisor a description of the degree they are pursuing for approval. The employee shall present to their supervisor their current education status for the degree they are pursuing, such as current college units they have already acquired prior to employment with the City. After the employee receives the degree, the employee shall present to their supervisor a copy of the degree they received. The maximum amount of incentive pay an employee may acquire for certification and/or education incentive pay is 9.0%. Should an employee possess a degree prior to the ratification of this Agreement, the employee does not qualify for this incentive pay for that degree. Therefore, an employee may qualify for pursuing an additional degree as long as she/he follows the above guidelines.

D. LONGEVITY PAY

Non-exempt regular full-time or part-time employees shall receive longevity pay of 2.5% of their base wage after the first five years of employment, and 2.5% for each five years thereafter.

E. ADDITIONAL DUTIES PAY

1. Employees shall receive an increase of 2.5% of their base salary if duties are increased due to a position under their supervision remaining vacant for greater than 60 days and no active recruitment to fill the position is underway. This does not apply to instances where positions remain unfilled because of layoff.
2. Employees shall receive an increase of 5.0% of their base salary if duties are assigned and performed that are outside of their job classification for a period longer than two weeks. The increase will be paid from the date additional duties began.

F. BILINGUAL PAY/CERTIFICATION PAY

1. In accordance with administrative policies and procedures, those employees in the Unit who are required to speak or write in Spanish, or other eligible languages in addition to English, including sign language, as part of the regular duties of

his/her position, shall be compensated at the following rates in addition to their designated rate of pay:

- (i) Effective January 1, 2005 employees who pass the required testing procedure or qualified certification adopted by the City for qualifying for bilingual pay for Spanish Translation Skills shall receive 2.5% certification pay. The test consists of two parts – one written section and one oral section. In order to receive the 2.5% certification pay, the employee must pass both portions of the test. If only one section is passed, the employee will only be used for translation services (written or oral) in which a passing score was achieved. The incentive pay for successfully completing only one section of the test is 1.25%. Certification testing will be done on an annual basis.
- (ii) The City Administrator, through authorization of the City Council, shall designate which languages shall be eligible for bilingual pay based on community needs and will determine the number of employees who will be eligible for bilingual assignments. There may be more than one language and interpreters necessary to satisfy the needs of the community. The City Administrator shall have the discretion to obtain further Council authorization to add to the list of languages approved for translator services, and to increase the total number of designated translators and number of employees designated to receive bilingual assignments.

G. OVERTIME COMPENSATION (Sec Rule V, Section 4, Page 19, Personnel Rules)

It shall be the duty of all department heads to operate their departments with a minimum of overtime. However, in cases of emergency or when otherwise necessary, an employee of the City may be required to work overtime. Overtime work is that work performed by an employee during periods of time other than normally scheduled for his or her specific employment. Work in excess of 40 hours per week, except as otherwise specified in these rules, shall be considered overtime. All employees entitled to overtime shall be entitled to receive either regular hourly or hourly equivalent pay or equivalent time off, at a rate of one and one-half times pay or one and one-half times off for each hour of overtime worked. The decision whether an individual employee shall receive pay or equivalent time off shall be recommended by the department head and determined by the City Administrator. Overtime shall be distributed as equally as is practical within a given classification from among those employees who are qualified and available.

All overtime work, to be eligible for overtime pay or equivalent time off, must have the approval of the City Administrator through the department head. No credit shall be given for less than one-half hour of overtime. No employee shall accumulate more than 40 hours equivalent time off. All equivalent time off must be used or paid in a lump sum within 30 days of the maximum of its accrual, unless requested by the employee and authorized by the City Administrator.

This section shall be interpreted to reflect that under the 9/80 work schedule, overtime shall be paid at the appropriate overtime rate for any hours worked in excess of the employee's normally scheduled work hours. Vacation leave, sick leave, and holiday time off during the work week will not count as time worked when determining the amount of overtime compensation to be paid.

H. CALL-BACK COMPENSATION (See Rule V, Section 5, Page 20, Personnel Rules)

Any non-classified employee represented by the Association who is required to return to work unscheduled after his or her normal shift has ended will be compensated for overtime pursuant to the provisions of this MOU, and shall receive not less than two hours compensation at such rate, regardless of the amount of time actually worked. Call-back compensation shall begin when the employee is informed that he/she is to report to duty and end when the employee returns home immediately following the assignment, not to exceed 30 minutes travel time in each direction. If the employee's overtime work prevents him or her from commencing work at his or her regular starting time, the employee shall use accrued time, other than sick leave, or not be compensated for hours not worked in the regular shift.

I. STANDBY COMPENSATION (See Rule V, Section 6, Page 20, Personnel Rules)

1. Standby procedures: Subject to the approval of the department head; those employees desiring to be on call-back for urgent or emergency situations occurring after hours shall submit their names for inclusion on a call-back list. The names will initially be placed on the list by lot. Said list will rotate each time the first employee on the list works overtime and said employee will then move to the bottom of the list. Calls for call-back or overtime will first be offered to the employee whose name appears at the top of the list. Any employee who, after reaching the top of the list, is unavailable or declines four times shall be removed from the list for a period of six (6) months.
2. The person on the standby schedule will be required to carry a City cell phone or pager and respond after hours when needed, and when responding shall be properly dressed for work (meaning with proper safety equipment and, as a minimum, a City shirt to identify them as a City employee). The employee responding to a call-back request must be ready to perform needed duties within thirty (30) minutes of being called. "Readiness" for call-back requires that the employee has not partaken of alcoholic beverages or any other substance that would or could impair their judgment.
3. Standby Schedule: The standby period shall be from Monday 8:00 a.m. through the following Monday at 8:00 a.m. In the event that a holiday falls during a standby week, the employee on standby shall receive an additional eight (8) hours of pay for each holiday. For 90/8 employees, holiday pay will be 9 hours for each holiday in which the

employee is subject to standby as described herein.

4. The parties hereby agree that an employee covered by this agreement that is on standby and is called out to perform work for the City shall receive a minimum of two (2) hours pay. If the call-out incident takes longer than two (2) hours, the longer time period shall be used in calculating compensation for the employee. Management reserves the right to have employees perform other tasks as assigned during the period of time for which they are being paid for the call-out but are no longer required for the initial standby request. Plant checks, as described below, when performed by the member who is on standby shall not qualify for the call-out pay described in this section.
5. Regardless of this provision, the City may direct any employee to respond to an emergency.

ARTICLE VI

ATTENDANCE AND LEAVES

A. HOURS OF WORK

The City desires to implement a work schedule based on the 9/80 work day format. This means generally that employees will work four (4) 9-hour days in one week and one (1) 8-hour day on Friday of that same week. The following week will be comprised of four (4) 9-hour days with Friday off as an unpaid day. Exceptions to this work schedule may be granted by the employee's supervisor, when in the supervisor's opinion, the exception is warranted to allow the employee to provide adequate care for dependents or work conditions require that another schedule should be followed. An employee may appeal to the City Administrator any denial of a request to work an alternate schedule.

Nothing in this section provides for or implies any additional compensation or benefit for work on an other-than-normal work week, work day, or work schedule, except as expressly provided in this MOU. The provisions of Personnel Rule XII, Section 1, shall each be applicable here and are incorporated by reference.

B. REST PERIODS (See Rule XII, Section 2, Page 30, Personnel Rules)

Rest periods will normally be provided to employees at the rate of 15 minutes for each 4 hours worked. Further, except under unusual circumstances, rest periods will not be taken during the first or last hour of the work day. Since rest periods are paid time, nothing in this section provides for or implies any additional compensation or benefit when a rest period is not received. The location at which such rest period shall be taken may be determined by the appropriate department head or department head designee.

C. ANNUAL VACATION LEAVE (See Rule XII, Section 3, Page 30, Personnel Rules)

1. Vacations will be scheduled not less than 60 days in advance with the prime consideration being whether the necessary functions of the department can be adequately maintained in the absence of the requesting employee. Whenever two (2) or more employees choose the same vacation period, the matter will be settled on the basis of seniority. Vacations of more than five (5) working days will not be split unless previously agreed to in writing by the employee. Emergency vacation leave of less than five (5) working days may be granted if the employee gives reasonable prior notice.
2. No such requests for vacation leave will be denied unless the City can adequately establish that the necessary functions of the department would be seriously jeopardized by the postponement of any function caused by the absence of the subject employee.
3. Any employee who has accumulated vacation time in excess of the amount allowed for two (2) years' continuous service shall forfeit such excess accumulated vacation leave unless the affected employee has made arrangements acceptable to his or her supervisor or to the appropriate department head for use of such excess accumulated vacation leave in accordance with this rule or unless otherwise specifically approved by the Personnel Officer. Vacation leave shall be earned in accordance with the following schedule and shall be credited in arrears.

Eligible employees shall earn vacation credits at the following rate:

YEARS	DAYS	HOURS	MAX ACCRUAL HRS.
1 – 3	12	96 hrs.	192 hrs.
4 – 8	15	120 hrs.	240 hrs.
9 – 15	18	144 hrs.	288 hrs.
16 – 20	21	168 hrs.	336 hrs.
20	25	200 hrs.	400 hrs.
21	26	208 hrs.	416 hrs.
22	27	216 hrs.	432 hrs.
23	28	224 hrs.	448 hrs.
24	29	232 hrs.	464 hrs.
25+	30	240 hrs.	480 hrs.

**VACATION ACCRUAL SCHEDULE PER
PAY PERIOD
YEARS OF SERVICE**

1-3 years 3.70 per pay period
4-8 years 4.62 per pay period
9-15 years 5.54 per pay period
16-20 years 6.46 per pay period
20 and up is based on length of service

Time used for vacation pay is included in determining the length of an employee's continuous service with the City and his or her entitlement, if any, to any employee benefit dependent upon the employee's length of continuous service.

4. Employees may take vacation leave in the amount of days accumulated at the time of such leave. Provided that for good cause shown and upon prior approval of the Personnel Officer, an employee may advance vacation in an amount not to exceed five (5) additional days. Further, on prior approval of the Personnel Officer, an employee may elect to receive a lump sum cash payment in lieu of vacation leave. The Personnel Officer may, in his or her sole unfettered discretion, deny any request for a lump sum cash payment in lieu of vacation leave. Any request for a lump sum cash payment in lieu of vacation leave shall be submitted in writing, to the employee's direct supervisor or department head for review and submission to the City Administrator who shall notify the department head or appropriate supervisor of his or her determination. In determining whether to grant or deny a request for a lump sum cash payment in lieu of vacation leave, the City Administrator may consider, among other things, the frequency of such requests, the maximum amount of vacation leave accrued by the employee, the amount of accrued vacation leave that will be retained by the employee in the event the request for a lump sum cash payment in lieu of vacation leave is granted, the amount of vacation leave actually taken by the employee prior to the time the request is made and any other factors considered relevant by the City Administrator. If the employee's request for a lump sum cash payment in lieu of vacation leave is approved by the City Administrator, payment is to be made to the employee within four weeks. Such payment will be made from regular payroll and will be taxed in accordance with Internal Revenue Service guidelines regarding supplemental wage payments. For purposes of computing annual vacation leave, a working day shall be considered as one-fifth of the number of working or duty hours in the established work week. For purposes of computing annual vacation leave, a working day shall include all days used as vacation leave. Employees shall be allowed to cash out to twenty (20) hours of vacation time in December of each calendar year so long as they have at least 80 hours of accrued vacation credit.

5. In the event one or more municipal holidays falls within an annual vacation leave, such holiday shall not be charged as vacation leave, and the vacation leave shall be extended accordingly, if taken.

D. SICK LEAVE (See Rule XII, Section 4, Page 32, Personnel Rules)

1. Sick leave with pay shall be granted to all probationary and regular employees within the competitive service. Sick leave shall not be considered as a right which an employee may use at his or her discretion, but shall be allowed only in case of personal necessity or actual personal sickness or disability. Personal necessity sick leave of up to 48 hours per year may be requested. Personal necessity sick leave is defined as sick leave for non-personal sickness but in the care of sickness of a family member.
2. In order to receive compensation while absent on sick leave, the employee shall notify his or her immediate supervisor or the Personnel Officer prior to, or within four (4) hours after the time set for beginning his or her daily duties, or as may be specified by the department head. In those situations which have rendered the employee incapable of reporting absence as specified above, the employee shall report at the earliest possible time. When absence is for more than three (3) working days, the employee shall be required to file a physician's certificate of personal affidavit with the department head stating the case of his or her absence.
3. For purposes of computing sick leave, a work day shall be considered one-fifth of the number of working days or duty hours in the established work week for each employee.
4. Sick leave shall be earned at the rate of 3.7 hours per pay period and is also earned while on sick leave. No payment shall be made for accumulated sick leave at the time of termination of employment. Employees can convert 25% of unused sick leave accrued during a fiscal year to vacation time.
5. An employee receiving temporary disability payment under the Workers' Compensation laws may use accumulated sick leave in order to continue to maintain his or her regular income. However, all employees receiving other salaries in lieu of temporary disability payments pursuant to Section 4850 of the Labor Code are entitled to accumulate sick leave during such periods of disability.
6. When accumulated sick leave is exhausted, the employee's pay shall terminate until the employee returns to work. However, an employee with vacation credits may, upon written request to the Personnel Officer, use all or any part of his or her vacation credits as sick leave with pay only when his or her sick leave is exhausted. The Personnel Officer may grant a leave of absence without pay for the duration of the illness.
7. Time used for sick leave is included in determining the length of an employee's continuous service with the City and his or her entitlement, if any, to any employee benefit dependent upon the employee's length of continuous service.

8. Association members may convert unused sick leave to service credit for purposes of calculating retirement benefits in the time and manner prescribed under the California Public Employees Retirement Laws (2013 edition) and as consistent with the City's contract with the Public Employees Retirement System.

E. BEREAVEMENT LEAVE (See Rule XII, Section 5, Page 33, Personnel Rules)

Bereavement leave with pay shall be granted to all regular and probationary employees upon the death of a family member. Family members are defined to include husband, wife, domestic partner, father, mother, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, stepfather, stepmother, aunt, uncle, children, stepchildren, grandmother, grandfather, grandchildren, or any relative living in the same permanent residence as the employee. Such leave of absence is not to exceed three (3) days, or five (5) days if out-of-state travel is required. However, an employee may use up to three (3) days of accrued sick leave in accordance with this section in addition to or in lieu of bereavement leave. The time used for bereavement leave is included in determining the length of an employee's continuous service with the City and his or her entitlement, if any, to an employee benefit dependent upon the employee's length of continuous service.

F. MILITARY LEAVE (See Rule XII, Section 6, Page 34, Personnel Rules)

Military leave shall be granted in accordance with the provisions of federal and California state law. Employees entitled to military leave shall give the department head an opportunity within the limits of military regulations to determine when such leave shall be taken. Employees who serve in U.S. military organizations or National Guard groups may take the necessary time off with pay to fulfill this obligation. Reinstatements of individuals returning from military leave shall be done in accordance with the applicable Military and Veterans Codes of the United States and the State of California.

Employees are eligible for reemployment after completing military service, provided the employee provides copies of the military orders to the department head upon receipt; military service is entered directly from employment with the City and active duty service is satisfactorily completed; and reemployment is applied for and takes place within ninety (90) days after discharge from active duty. An employee returning from up to six (6) months active duty for training must apply within thirty (30) days after discharge.

G. LEAVE OF ABSENCE WITHOUT PAY (See Rule XII, Section 8, Page 34, Personnel Rules)

The Personnel Officer may grant an employee leave of absence without pay or seniority for not to exceed three (3) months. Leaves in excess of three (3) months must be approved by the City Council. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee to report promptly at the

expiration of his or her leave, or within a reasonable time after notice to return to duty, shall be cause for discharge.

Time used for leave of absence without pay shall not be included in determining the length of an employee's continuous service with the City and his or her entitlement, if any, to any, employee benefit dependent upon the employee's length of continuous service.

Department heads may grant an employee leave of absence without pay for not to exceed one (1) calendar week. Such leaves shall be reported to the Personnel Officer.

H. PREGNANCY DISABILITY LEAVE (See Rule XII, Section 10, Page 37, Personnel Rules)

The purpose of this section is to implement the provisions of the California Pregnancy Disability Act. An employee is entitled to pregnancy disability leave immediately after she is hired. An employee is entitled to up to four (4) months unpaid leave for the period the employee is actually disabled by pregnancy. Pregnancy disability is defined as a certified medical condition caused by pregnancy, childbirth or other medical condition related to pregnancy. An employee's need for Pregnancy Disability Leave does not simply arise because an employee is pregnant, but rather, when her pregnancy or a related condition imposes a physical disability. The City may require an employee be granted leave under this provision to exhaust accrued sick leave. The employee may request to use accrued vacation leave and/or compensatory time off in order to receive compensation during the unpaid portion of her Pregnancy Disability Leave. The employee should give the employer at least thirty (30) days advance notice where it is foreseeable the employee will need to take Pregnancy Disability Leave. If such notice is not possible, such as during an emergency or unforeseen complication, the employee is required to give notice as soon as practicable. Employees returning to work after Pregnancy Disability Leave may be required to have a written release from a physician verifying that they are able to return to work. Pregnancy Disability Leave may be used intermittently. Employees who have exhausted or are no longer qualified to receive Pregnancy Disability Leave, may request an additional twelve (12) work weeks of leave in accordance with Family Medical Leave.

I. WITNESS AND JURY DUTY (See Rule XII, Section 12, Page 38, Personnel Rules)

Every regular employee of the City who is called or required to serve as a trial juror, upon notification and appropriate verification submitted to the supervisor, is permitted to be absent from his or her duties with the City during the period of such service or while necessarily being present in court as a result of such call.

Regular employees required to perform jury services during their normal scheduled work hours shall receive their base pay for those hours of absence from work. Employees are required to deposit with the City any pay, other than mileage, received from jury service on City time. Such employees are required to deliver a "jury duty time card" form verifying the hours of jury duty service. Employees should note that per Section 215(b)

A holiday is calculated as a minimum 8-hour day.

Under the 9/80 work schedule, paid holiday hours, including personal holidays, will be provided in the amount that coincides with the number of hours the employee would otherwise be scheduled to work on the day that the holiday occurs, up to a 9-hour day.

City employees in departments operating on a continuous 24-hour schedule shall be entitled to equivalent compensation in lieu of holidays in the same number of hours as is commensurate with the holiday time hereby granted to other employees, or as may be established by agreement.

ARTICLE VII

MISCELLANEOUS

A. HEALTH INSURANCE BENEFITS

The uncertain status of health benefit costs as a result of legislative changes effective January 1, 2014 (Obama Care) makes it impossible to accurately determine the feasibility of funding increases in health care costs during the pendency of this MOU. The City agrees to pay eighty percent (80%) of any increased costs for health benefits incurred in the period between January 1, 2014 and December 31, 2015, but reserves the right to meet and confer on this item should actual increases exceed the City's budget for such expenses.

Any employee who by written notice to the City declines the health care benefits provided by the City and provides written proof of the election to receive health care benefits from an alternate source (spouse's employer, military, etc.), shall receive a monthly "in lieu" payment of \$225.00.

The City and the Association agree to utilize an Insurance Committee for review of benefit plans and formulation of recommendations regarding response to changes in those programs. Insurance Committee shall include one member designated by the Association to represent the interests of its members. The Committee process will fulfill all meet-and-confer obligations herein.

B. ATTENDANCE (See Rule XII, Section 13, Page 38, Personnel Rules)

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees which shall be reported to the Personnel Officer in the form and on the dates he or she shall specify. Failure on the part of an employee who is absent without leave to return to duty within 24 hours after notice to return shall be cause for immediate discharge, and such employee automatically waives all rights under the Personnel Rules. The depositing in the United States mail of a First-Class letter, postage paid, addressed to the employee's last known address shall be reasonable notice.

C. OUTSIDE EMPLOYMENT (See Rule XII, Section 15, Pages 39-40, Personnel Rules)

Employees may engage in outside employment, in addition to their City employment, only under the following conditions:

1. There shall be no conflict of interest or incompatibility with the employee's City employment;
2. The time involved in outside employment shall not adversely affect the employee's attitude or efficiency in his or her City employment;
3. No telephone calls or personal contact concerning the outside employment shall be made during the hours of City employment;
4. Each employee shall report all outside employment to his or her department head and shall secure the written approval of such department head and the Personnel Officer prior to the commencement of outside employment. If so employed upon first being considered by the City for employment, the employee shall declare such employment if the employee intends to continue such outside employment.

D. LAYOFF PROCEDURE (See Rules XVII, Section 2, Pages 45-46, Personnel Rules)

Whenever, in the judgment of the Personnel Officer and/or the City Council, it becomes necessary to abolish any position or employment, the employee holding such position or employment may be laid off or demoted. The City shall notify the Association when a lay-off is being contemplated. Employees shall have no reasonable expectation of continued employment in the case of lay-offs. The Personnel Officer and/or City Council reserve the right to eradicate any position, and to lay off employees for lack of work or funds, and for reorganizational purposes. In effecting any layoff or demotion under this section, the procedures set forth here shall be followed:

1. Notification: Employees to be laid off shall be given, whenever possible, at least 14 calendar days prior to notice.
2. Vacancy & Demotion: Except as otherwise provided, whenever there is a reduction in the work force, the appointing authority shall first demote to a vacancy, if any, in a lower class for which the employee who is the latest to be laid off, in accordance with Section 2(e) of this Rule, qualified. All persons so demoted shall have their names placed on the reemployment list.
3. Employee Rights: An employee affected by layoff shall have the right to displace an employee in the same department who has less seniority in a lower class in the same series or in a lower classification in which the affected employee once had regular status. For the purpose of this section and Section 2(d) of this Rule, seniority includes all periods of full-time service at or above the classification level where layoff is to occur.

of the California Code of Civil Procedure, any employee of a federal, state, local government entity, or by any other public entity as defined by Section 481.200 and who received regular compensation and benefits while performing jury duty shall not receive compensation from California courts.

J. HOLIDAYS (See Rule XII, Section 14, Page 38, Personnel Rules)

The holidays to be observed in this City are as follows:

HOLIDAY	DATE
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day and the Friday following Thanksgiving	
Christmas Eve	December 24
Christmas Day	December 25
Personal Holiday	As elected, per MOU

In addition, every day proclaimed by the President of the United States, Governor of California, or Mayor of this City as a public holiday, when approved by the City Council, shall be a "holiday" observed by the City. Each employee in the competitive service shall be entitled to receive one personal holiday, with pay, each fiscal year to be scheduled according to the employee's preference, subject to the approval of his or her supervisor or the appropriate department head. Personal holidays not used in any fiscal year are forfeited and may not be accrued.

Every employee in the competitive service except members of the Police Department who are required to be on duty, shall not be required to be on duty on holidays unless the employee's services are needed and required in the interests of the public health, safety, or general welfare, in which latter event any such employee shall be entitled to equivalent time off at such time, as in the discretion of the department head, his or her services are not needed and required.

When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed. If a holiday falls on an employee's regularly scheduled time off, equivalent time off shall be granted.

F. SHOE/BOOT ALLOWANCE

To the extent that an Employee of the Association is required to wear a particular shoe or boot to adequately perform his/her duties, Employees will be allotted an allowance of \$200 per pair of shoes/boots so long as the shoes/boots are in compliance with the applicable OSHA standards. To qualify for this allowance, the employee must present a receipt to the City and will thereafter be reimbursed.

G. WAIVER

Waiver by any party hereto, including any member of the Association, of any term, condition, or covenant of this MOU shall not constitute the waiver of any other term, condition, or covenant hereof.

H. ATTORNEYS' FEES

If litigation is undertaken to enforce or interpret the provisions of this Agreement, including but not limited to, any motion, writ proceeding, or other proceeding, whether before a court or administrative body, the prevailing party in such litigation shall be entitled to an award of reasonable attorneys' fees, in addition to any other relief awarded.

I. GOVERNING LAW

This MOU shall be interpreted and construed according to the laws of the State of California. Both parties recognize the Public Employees Relations Board ("PERB") as the governing authority in the event of litigation between the parties regarding interpretation of this MOU.

Should litigation be pursued by either party beyond the PERB authority, venue in state trial court shall lie exclusively in the County of Madera. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Eastern District of California in Fresno, California.

J. UPDATED CLASS LIST

The City and the Association agree to meet and confer on an updated Class List with updated Titles due to consolidation of classes and further agree to research and develop updated job descriptions for those classes that identify the position's work load and pay scale.

K. REOPENING OF NEGOTIATIONS

The parties to this MOU understand and acknowledge that negotiations between the City and other bargaining units are in progress and may still be in progress upon the execution of this MOU. Should any bargaining unit which is still in the process of negotiations as of the execution of this MOU reach agreement with the City for a material pay increase or materially different health benefits which exceed those secured by the Association here, the City agrees to reopen negotiations with Association on only such benefits.

4. Seniority: In order to retreat to a former or lower class, an employee must have more seniority than at least one of the incumbents in their retreat class and request displacement action in writing within five (5) working days of receipt of notice of layoff.

Employees retreating to a lower or similar class shall be placed at the salary rate representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee retreated. Employees retreating to a lower or similar class shall serve a probationary period in the new class unless they have previously successfully completed a probationary period in the class or a class in the class series.

5. Employment Status: In each class of position, employees shall be laid off according to employment status in the following order: temporary, provisional, probationary, and regular.

Temporary, provisional, and probationary employees shall be laid off according to the needs of the service as determined by the appointing authority. In cases where there are two (2) or more regular employees in the class from which the layoff is to be made, such employee shall be laid off on the basis of the last evaluation rating in the class, provided such rating has been on file at least thirty (30) days and no more than thirteen (13) months prior to layoff.

If two (2) or more regular employees, in the class from which the layoff is to be made, with the same last evaluation rating in the class shall be laid off in inverse order of seniority of City service.

6. Reemployment List: The names of persons laid off or demoted in accordance with these Rules shall be entered upon a reemployment list. Lists from same class of position shall be combined into a single list. Such list shall be used by every appointing authority when a vacancy arises in the same or lower class of position before certification is made from an eligible list.
7. Duration of Reemployment: Names of persons laid off shall be carried on a reemployment list for one (1) year, except that persons appointed to positions of the same level as that which was laid off, shall, upon such appointment, be removed from the list. Persons who refuse reemployment shall be dropped from the list. Persons reemployed in a lower class, or on a temporary basis, shall be continued on the list for the higher position for a least one (1) year.

E. UNIFORMS

The City will maintain its current practice of providing compensation for uniforms for qualifying positions. This practice consists of providing a stipend for uniform maintenance during the first month of each quarter. When paid, this stipend shall be considered a part of compensation for purposes of calculating the retirement benefits for CalPERS Classic Members Only (2013 Pension Reform Legislation).

“Material” as used herein shall refer to pay increases of greater than 1% or health benefits constituting substantively greater coverage or care than those provided the Association.

L. RETIREMENT BENEFITS

During the pendency of this MOU, the PERS contributions by the City and by the employee which are in place as of January 1, 2014, will remain in effect, subject only to such adjustment as may be necessary to comply with changes in CalPERS regulation effective during the pendency of this MOU.

ARTICLE VIII

GRIEVANCE PROCEDURE

A. PURPOSE

1. To promote improved employer-employee relations by establishing grievance procedures on all matters whether or not appeal or hearing is provided by other regulations.
2. To afford employees, individually or through qualified employee organizations, a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussion.
3. To provide that grievances shall be conducted as informally as possible to the point of origin.

B. MATTERS SUBJECT TO GRIEVANCE PROCEDURES

An employee, a group of employees, or the Association shall have the right to a conference under this rule, on any matter involving the interpretation, application, or enforcement of the express terms of the MOU, departmental and/or City rules and regulations.

C. INFORMAL GRIEVANCE PROCEDURE

Any employee who has a problem or complaint should first try to get it settled through discussion with his or her immediate superior without undue delay. Such discussions shall be initiated within twenty-one (21) calendar days from the date of the incident. If, after this discussion, the employee does not believe the problem has been satisfactorily resolved, the employee shall have the right to discuss it with their department head. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the employee is not in agreement with the decision reached by discussion, the employee shall have the right to file a formal grievance in writing within ten (10) calendar days after receiving the informal decision of the immediate supervisor.

D. FORMAL GRIEVANCE PROCEDURE

1. **First Level of Review:** The grievance shall be presented in writing to the employee's immediate supervisor, who shall render a decision and comments within fifteen (15) calendar days after receiving the grievance. If the employee does not agree with the supervisor's decision, or if no answer has been received within fifteen (15) calendar days, the employee may present the grievance in writing to the department head. Failure of the employee to take further action within fifteen (15) days after receipt of the written decision of the supervisor will constitute a dropping of the grievance.
2. **Department Review:** The department head will discuss the grievance with the employee's representative, if any. The department head shall render a decision and comments in writing and return them to the employee within fifteen (15) calendar days after receiving the grievance. If the employee does not agree with the decision reached, or if no decision is rendered within fifteen (15) calendar days, the employee may present the grievance in writing to the City Administrator. Failure of the employee to take further action within fifteen (15) calendar days after receipt of the written decision of the department head will constitute a dropping of the grievance.
3. **City Administrator Review:** The City Administrator receiving the grievance or a designated representative shall discuss the grievance with the employee and the employee's representative within thirty (30) calendar days upon receiving the grievance. If the City Administrator fails to render a decision to the satisfaction of the aggrieved party within thirty (30) calendar days, a fact-finding committee may be appointed. The committee shall be comprised of a designated representative of the City, a representative appointed by the aggrieved party, and a third member appointed by mutual agreement of the other two. The fact-finding committee shall render a recommendation on the grievance to the aggrieved party and the City Administrator within twenty (20) calendar days after reviewing the grievance.

E. CONDUCT OF THE GRIEVANCE PROCEDURE

The time limits specified above may be extended to a definite date by mutual agreement of the employee and reviewer concerned.

F. NO PREJUDICE TO PERSONNEL APPEAL

Any action taken by employee pursuant to this rule shall in no way jeopardize the right of employee to authorized hearing before the Personnel Board, if such hearing and review is otherwise authorized.

ARTICLE IX

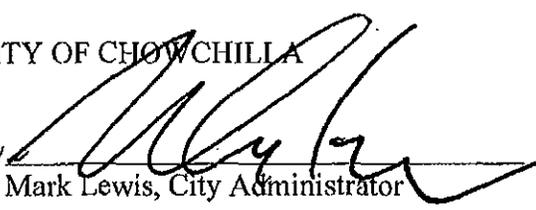
ENTIRE AGREEMENT

Except as is expressly set forth herein, this MOU contains the entire understanding between the City and the Association. Any prior agreements, promises, negotiations, or representations not expressly set forth herein are of no force or effect.

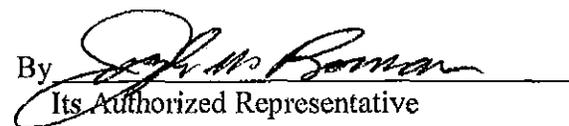
During the life of this MOU should either party desire to modify its terms or to meet and confer as to matters within the scope of representation, such party shall request in writing to meet and confer on the item at issue. This shall not create a right to renegotiate this Agreement.

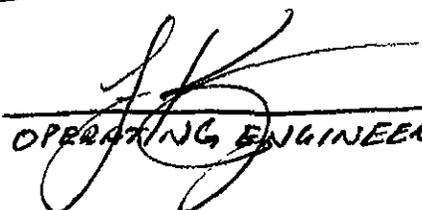
IN WITNESS HEREOF, the parties execute this Agreement on the 15 day of December, 2013.

CITY OF CHOWCHILLA

By 
Mark Lewis, City Administrator

CITY OF CHOWCHILLA MID-MANAGEMENT
CONFIDENTIAL ASSOCIATION

By 
Its Authorized Representative


OPERATING ENGINEER LOCAL 3

ATTACHMENT A

**January 1, 2014 – December 31, 2015
Mid-Management Positions**

**Accounting Manager
Administrative Supervisor
Senior Building Inspector
Chief Mechanic
Engineer I/II/III
Public Works Supervisor
Senior Accountant
Utility Systems Supervisor
Information Technology Supervisor**

ATTACHMENT B

FINAL DRAFT

AGENCY SHOP AGREEMENT (3205.2 California Government Code)

1. **ASSOCIATION DUES AND SERVICE FEE:** All regular full-time employees whose classifications are covered by this Memorandum of Understanding shall as a condition of continuing employment, become and remain members of the Association or shall pay a representation service fee which is the employee's proportionate share of the Association's cost of meeting and conferring and administering the Memorandum of Understanding. Such representation fee shall in no event exceed the total regular periodic membership dues paid by Association members.
2. **IMPLEMENTATION:** The Association shall supply and the City shall furnish to every employee subject to this Memorandum of Understanding, a written notice advising the City has entered into a fair share agreement with the Association and as a result all employees subject to the MOU must either join the Association, pay a service fee or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Association dues or a service fee, or a *charitable contribution equal to the service fee.

*Charitable Contribution Guidelines and Requirements as defined in 3502.5© of the Govt. Code:

"Any employee** who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501©(3) of the Internal Revenue Code, chosen by the employee from a list of at least three of these funds, designated in a memorandum of understanding between the public agency and the public employee organization, or if the memorandum of understanding fails to designate the funds, then to any such fund chosen by the employee. Proof of payments shall be made on a monthly basis to the public agency as a condition of continued exemption from the requirement of financial support to the public employee organization."

**Declarations of or applications for religious exemption and any supporting documentation shall be forwarded to the Association within fifteen (15) days of receipt by the City. The Association shall have thirty (30) days after receipt of a request for religious exemption to challenge any exemption granted by the City. If challenged, the deduction to the charity organization of the employee's choice shall commence but shall be held in escrow pending resolution to the challenge.

F I N A L D R A F T

3. **EFFECTIVE DATE:** The effective date of Association dues, service fee deductions or charitable contributions for such employees shall be the first pay period following thirty (30) days of employment or the first pay period following thirty (30) days from the ratification and adoption of this Agency Shop Agreement by the Association and the City.
4. **REPEAL OF AGENCY SHOP:** If at any time during the MOU at least thirty (30) percent of the employees covered by this MOU submit a written petition requesting repeal of the agency shop provision, an election will be held to determine if a majority of the unit employees desire to repeal this agency shop provision. There shall only be one vote during the term of the MOU. The procedure for voting shall be in accordance with Section 3205.5 (d) of the California Government Code.
5. **FINANCIAL REPORT:** As set forth in *3502.5(f) CGC, the Association shall cause to be prepared an audit of chargeable and non-chargeable expenses on an annual bases and pursuant to applicable law, shall provide such report to individuals who have chosen or may choose to pay a service fee.

*3502.5(f)CGC - "Every recognized employee organization that has agreed to an agency shop provision or is a party to an agency shop arrangement shall keep an adequate itemized record of its financial transactions and shall make available annually, to the public agency with which the agency shop provision was negotiated, and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. An employee organization required to file financial reports under the federal Labor-Management Disclosure Act of 1969 (29 U.S.C.401 et seq.) covering employees governed by this chapter, or required to file financial reports under Section 3546.5, may satisfy the financial reporting requirement of this section by providing the public agency with a copy of the financial reports."

6. **HOLD HARMLESS:** The Association shall indemnify and hold the City and its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein.

ATTACHMENT C

City of Chowchilla
Salary Scale – Mid-Management Positions
January 1, 2014 3% COLA

Accounting Manager	50	29.85	31.34	32.91	34.55	36.28	38.10		5,173.80	5,432.49	5,704.11	5,989.32	6,288.78	6,603.22	
Administrative Supervisor	40	23.32	24.48	25.71	26.99	28.34	29.76		4,041.92	4,244.01	4,456.21	4,679.02	4,912.98	5,158.62	
Chief Mechanic	45	26.38	27.70	29.08	30.54	32.06	33.67		4,572.15	4,800.76	5,040.80	5,292.84	5,557.48	5,835.35	
Engineer I	48	28.41	29.83	31.32	32.89	34.53	36.26		4,923.85	5,170.05	5,428.55	5,699.98	5,984.98	6,284.22	
Engineer II	50	29.85	31.34	32.91	34.55	36.28	38.10		5,173.80	5,432.49	5,704.11	5,989.32	6,288.78	6,603.22	
Engineer III	54	32.95	34.60	36.33	38.14	40.05	42.05		5,711.17	5,996.73	6,296.57	6,611.39	6,941.96	7,289.06	
Information Technology Supervisor	45	26.38	27.70	29.08	30.54	32.06	33.67		4,572.15	4,800.76	5,040.80	5,292.84	5,557.48	5,835.35	
Public Works Supervisor	46	27.05	28.40	29.82	31.31	32.88	34.52		4,688.20	4,922.60	5,168.74	5,427.17	5,698.53	5,983.46	
Senior Accountant	45	26.38	27.70	29.08	30.54	32.06	33.67		4,572.15	4,800.76	5,040.80	5,292.84	5,557.48	5,835.35	
Senior Building Inspector	46	27.05	28.40	29.82	31.31	32.88	34.52		4,688.20	4,922.60	5,168.74	5,427.17	5,698.53	5,983.46	
Utility Systems Supervisor	46	27.05	28.40	29.82	31.31	32.88	34.52		4,688.20	4,922.60	5,168.74	5,427.17	5,698.53	5,983.46	