



# CITY OF MENDOTA

*"Cantaloupe Center Of The World"*

## AGENDA

### MENDOTA CITY COUNCIL

Regular City Council Meeting  
City Council Chambers  
725 Riofrio Street  
Mendota, California 93640  
January 21, 2025  
6:00 PM

VICTOR MARTINEZ  
Mayor

JOSE ALONSO  
Mayor Pro Tempore

LIBERTAD "LIBERTY" LOPEZ

JESSE LUA MENDOZA

JOSEPH R. RIOFRIO

CRISTIAN GONZALEZ  
City Manager

JOHN KINSEY  
City Attorney

The Mendota City Council welcomes you to its meetings, which are scheduled for the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of every month. Your interest and participation are encouraged and appreciated. Notice is hereby given that the City Council may discuss and/or take action on any or all of the items listed on this agenda. **Please turn your cell phones on vibrate/off while in the council chambers.**

Any public writings distributed by the City of Mendota to at least a majority of the City Council regarding any item on this regular meeting agenda will be made available at the front counter at City Hall, located at 643 Quince Street Mendota, CA 93640, during normal business hours, 8am-5pm.

In compliance with the Americans with Disabilities Act, individuals requiring special assistance to participate at this meeting please contact the City Clerk at (559) 655-3291 or (559) 577-7692. Notification of at least 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility to the meeting.

Si necesita servicios de interpretación para participar en esta reunión, comuníquese con la Secretaria de la Ciudad al (559) 655-3291 o (559) 577-7692 entre las 8am y las 5pm de lunes a viernes. La notificación de al menos 24 horas antes de la reunión permitirá al personal adoptar las disposiciones necesarias para garantizar su participación en la reunión.

## CALL TO ORDER

## ROLL CALL

## FLAG SALUTE

## INVOCATION

## FINALIZE THE AGENDA

1. Adjustments to Agenda
2. Adoption of final Agenda

## PRESENTATIONS

1. City Council to recognize Centro La Familia Advocacy Services, Inc. and proclaim the month of January 2025 as "Human Trafficking Prevention Month."
2. Chief of Police Smith to introduce Police Sergeant James "Jimmy" Kang.

## MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)
2. Mayor

City Council Agenda

1

January 21, 2025

## **CITIZENS' ORAL AND WRITTEN PRESENTATIONS**

At this time, members of the public may address the City Council on any matter not listed on the agenda involving matters within the jurisdiction of the City Council. Please complete a "request to speak" form and limit your comments to THREE (3) MINUTES. Please give the completed form to the City Clerk prior to the start of the meeting. All speakers shall observe proper decorum. The Mendota Municipal Code prohibits the use of boisterous, slanderous, or profane language. All speakers must step to the podium and state their names and addresses for the record. Please watch the time.

## **APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING**

1. Minutes of the regular City Council meeting of November 19, 2024, and the special City Council meeting of December 10, 2024.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

## **CONSENT CALENDAR**

Matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Calendar and will be considered separately.

1. DECEMBER 4, 2024 THROUGH DECEMBER 30, 2024
  - a. WARRANT LIST CHECK NOS. 55725 THROUGH 55836
  - b. TOTAL FOR COUNCIL APPROVAL = \$1,443,736.91
2. Proposed adoption of **Resolution No. 25-01**, updating the United Security Bank authorized signers for City of Mendota bank accounts.
3. Proposed adoption of **Resolution No. 25-02**, approving the Professional Services Agreement with Adams Ashby Group, Inc. for HOME Program Long-Term Monitoring Audit Services.
4. Proposed adoption of **Resolution No. 25-03**, approving the proposal submitted by Liebert Cassidy Whitmore for Personnel Rules Handbook Revision Services and authorizing the City Manager to execute all necessary documents.
5. Proposed adoption of **Resolution No. 25-04**, authorizing the addition of three police officer positions for the Mendota Police Department that will be partially funded through Department of Justice Community Oriented Policing Services Hiring Grant Program.
6. Proposed adoption of **Resolution No. 25-05**, approving the School Resource Officer agreement with the Mendota Unified School District and authorizing the City Manager to execute all necessary documents.

## **BUSINESS**

1. City Council discussion and consideration of **Resolution No. 25-06**, appointing Council Members to various boards, commissions, and sub-committees.
  - a. *Receive report from City Clerk Cabrera-Garcia*
  - b. *Inquiries from Council to staff*
  - c. *Mayor Martinez opens floor to receive any comment from the public*
  - d. *Council provides input and considers Resolution No. 25-06 for adoption*
  
2. City Council discussion and consideration of **Resolution No. 25-07**, appointing residents to the Mendota Planning and Recreation Commissions.
  - a. *Receive report from City Clerk Cabrera-Garcia*
  - b. *Inquiries from Council to staff*
  - c. *Mayor Martinez opens floor to receive any comment from the public*
  - d. *Council provides input and considers Resolution No. 25-07 for adoption*
  
3. City Council discussion and consideration of **Resolution No. 25-08**, designating the City Council's participation at external events.
  - a. *Receive report from City Clerk Cabrera-Garcia*
  - b. *Inquiries from Council to staff*
  - c. *Mayor Martinez opens floor to receive any comment from the public*
  - d. *Council provides input and considers Resolution No. 25-08 for adoption*

## **DEPARTMENT REPORTS AND INFORMATIONAL ITEMS**

1. Animal Control, Code Enforcement, and Police Department
  - a) November and December Monthly Logs
  - b) Traffic Enforcement Report
  
2. City Engineer
  
3. City Attorney
  
4. City Manager

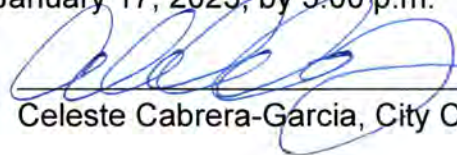
## **CLOSED SESSION**

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to Government Code section 54956.8  
Property: APN 013-050-21T  
Agency Negotiator: Cristian Gonzalez, City Manager  
Negotiating Party: Karina Beltran  
Under Negotiation: Price and Terms of Payment

**ADJOURNMENT**

**CERTIFICATION OF POSTING**

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby declare that the foregoing agenda for the Mendota City Council regular meeting of Tuesday, January 21, 2025, was posted on the outside bulletin board located at City Hall, 643 Quince Street, Mendota, California 93640, and at the City Council Chambers located at 725 Riofrio Street, Mendota, California 93640, on Friday, January 17, 2025, by 5:00 p.m.

  
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Celeste Cabrera-Garcia, City Clerk



# City of Mendota

## Proclamation No. 25-01

### *Recognizing Centro La Familia Advocacy Services, Inc. and Proclaiming January 2025 as Human Trafficking Awareness Month*

**WHEREAS**, human trafficking is a form of modern-day slavery in which traffickers use force, fraud, or coercion to control victims for the purpose of engaging in commercial sex acts or labor services against his/her will; and

**WHEREAS**, children who are subject to involuntary servitude, debt bondage, peonage, or slavery through the use of force, fraud, or coercion is a victim of trafficking; and

**WHEREAS**, human trafficking affects millions of adults in the United States each year, regardless of race, age, and income; and

**WHEREAS**, trafficking can have long-term damaging effects on the health and well-being of victims/survivors and their families; and

**WHEREAS**, Centro La Familia Advocacy Services, Inc. has aided over 150 survivors of labor trafficking since 2009; and

**WHEREAS**, Centro La Familia Advocacy Services, Inc. is a local community- based nonprofit that provides a full range of services to victims/survivors of human trafficking in Fresno, Madera, Merced, Tulare, Kings, and Kern County; and

**WHEREAS**, Centro La Familia Advocacy Services, Inc. engages to increase awareness and practice culturally responsive behavior through outreach, prevention and advocacy; and

**WHEREAS**, Centro La Familia Advocacy Services, Inc. assists victims/survivors report a crime, file requests for restraining orders, assist with humanitarian relief, educate about the criminal justice system, and provide linkages for counseling among other resources; and

**WHEREAS**, Centro La Familia Advocacy Services, Inc. is in collaboration with other community-based organizations, law enforcement entities, department of homeland security, and district attorneys to better assist victims/survivors of human trafficking.

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of Mendota does hereby proclaim the month of January 2025 as Human Trafficking Awareness Month and recognizes Centro La Familia Advocacy Services, Inc. as a culturally specific and responsive organization for providing services to victims/survivors of human trafficking.

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Victor Martinez, Mayor



## MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

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**Regular Meeting**

**November 19, 2024**

**Meeting called to order by Mayor Martinez at 6:00 PM**

### **Roll Call**

**Council Members Present:** Mayor Pro Tem Libertad “Liberty” Lopez and Council Members Jose Alonso and Joseph Riofrio

**Council Members Absent:** Mayor Victor Martinez and Council Member Oscar Rosales

**Flag salute led by Administrative Services Director/Assistant City Manager Lekumberry**

**Invocation led by Police Chaplain Robert Salinas**

### **FINALIZE THE AGENDA**

1. Adjustments to Agenda.
2. Adoption of final Agenda.

A motion was made by Council Member Alonso to adopt the agenda, seconded by Council Member Riofrio; unanimously approved (3 ayes, absent: Martinez and Rosales).

### **PRESENTATIONS**

1. Chief of Police Smith to provide an update on the Mendota Police Department’s “No Shave November” contest, and request that the City Council select a contest winner.

Chief Smith provided an update on the Mendota Police Department’s (“MPD”) “No Shave November” contest (the “Contest”); and introduced all of the MPD officers participating in the Contest.

Discussion was held on the MPD's "No Shave November" contest, including selecting a winner for the Contest.

### **CITIZENS ORAL AND WRITTEN PRESENTATIONS**

Ofelia Ochoa commented on her excitement for the Mendota Community Center Project to be completed and inquired about the possibility of holding an event for special needs children in the City, including possibly holding events for special needs children at the Mendota Community Center and commented on the MPD's "No Shave November" contest.

Kevin Romero provided an update on youth sports.

Discussion was held on the update provided by Mr. Romero and on the 2024 Mendota Unified School District Board of Trustees Election.

### **APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING**

1. Minutes of the regular City Council meeting of October 1, 2024 and the special City Council meetings of October 11, 2024 and October 29, 2024.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

A motion was made by Council Member Riofrio to approve items 1 and 2, seconded by Council Member Alonso; unanimously approved (3 ayes, absent: Martinez and Rosales).

### **CONSENT CALENDAR**

1. OCTOBER 24, 2024 THROUGH OCTOBER 25, 2024
  - a. WARRANT LIST CHECK NOS. 55481 THROUGH 55534
  - b. TOTAL FOR COUNCIL APPROVAL = \$1,373,991.64
2. OCTOBER 28, 2024 THROUGH NOVEMBER 7, 2024
  - a. WARRANT LIST CHECK NOS. 55535 THROUGH 55612
  - b. TOTAL FOR COUNCIL APPROVAL = \$1,984,988.24
3. Proposed adoption of **Resolution No. 24-65**, approving the quotes submitted by Jim Manning Dodge, Inc. and Cook's Communications and authorizing the purchase of two vehicles for the Police Department.
4. Proposed adoption of **Resolution No. 24-66**, accepting and filing the Community Facilities District No. 2006-1 Annual Report for Fiscal Year 2024-2025.
5. Proposed adoption of **Resolution No. 24-67**, approving an amendment to the lease agreement between the City of Mendota and BB Limited LP.

Council Member Riofrio requested information on Consent Calendar Items 1 and 2.

Discussion was held on Consent Calendar Items 1, 2 and 5.

A motion was made by Council Member Riofrio to approve items 1 through 5 of the Consent Calendar, seconded by Council Member Alonso; unanimously approved (3 ayes, absent: Martinez and Rosales).

## **BUSINESS**

1. City Council discussion and consideration of the proposed layout for the Mendota Community Center.

Mayor Pro Tem Lopez introduced the item and City Manager Gonzalez provided information on the item and introduced Wendy Wilson with Gerald Mele & Associates, Inc.

Wendy Wilson presented information on the item, including a proposed layout for the Mendota Community Center.

Discussion was held on the information provided by Ms. Wilson; the Amador and Smoot Extension Project adding additional parking that can be used for the Mendota Community Center; and the excitement for the Mendota Community Center.

*At 6:44 p.m. Mayor Pro Tem Lopez opened the public comment period.*

Joshua Garcia commented on the need to honor veterans in the City; whether the existing Rojas-Pierce Park parking lot will be reconstructed; and whether Westside Youth Inc's Open Market will continue to operate in the Rojas-Pierce Park parking lot.

Discussion was held on the comments made by Mr. Garcia and the City's request for additional funding for the Mendota Community Center Project.

Albert Escobedo inquired into whether the Senior Center will have its own dedicated restroom.

*At 6:49 p.m. Mayor Pro Tem Lopez closed the public comment period.*

## **DEPARTMENT REPORTS AND INFORMATIONAL ITEMS**

1. Animal Control, Code Enforcement, and Police Department
  - a) October Monthly Logs

Chief Smith provided the report for the Animal Control Department including statistics, commented on stray dog rehoming efforts done by volunteer Veronica Gill and on the continued construction of the new animal shelter and kennels.



Chief Smith provided an update on the Police Department including crime statistics being lower than the City of Kerman for the first time ever; crime decreasing in the wintertime; provided a personnel update; and commented on bringing an item to the City Council to consider approving additional police officers.

Discussion was held on the information provided by Chief Smith; the status of the body worn cameras; and Officer Alcazar graduating on Friday, November 22 from the Police Academy.

2. City Engineer
  - a) Presentation of the American Public Works Association Central California Chapter's Public Works Project of the Year award for the Mendota Stormwater Improvement Project

City Engineer Osborn presented the American Public Works Association Central California Chapter's Public Works Project of the Year award ("Award") for the Mendota Stormwater Improvement Project ("Project") and provided information on the Project.

City Manager Gonzalez provide background information on the Project.

Discussion was held on the Award; the status of the Derrick and Oller Roundabout; on the Street Reconstruction Project that will be funded through funding secured by Congressman John Duarte and on the Street Lighting Project.

3. City Attorney

Assistant City Attorney Castro commented on the enforcement of Big Rig Trucks parking in the City and All-Terrain Vehicles, including providing suggestions at a future meeting when all City Council Members are present.

4. City Manager
  - a) Holiday incentive for staff

City Manager Gonzalez commented on a holiday incentive for staff, including what has been done in the past; a programmable logistical controller ("PLC") malfunctioning at the City's Water Plant, including the need to purchase a new PLC; thanked staff for their work on behalf of Mayor Martinez; and commented on the Police Department and City Council Chambers Grand Opening event.

Discussion was held on providing a survey to staff to receive input on a holiday incentive; working with the City Attorney's office with regard to providing a holiday incentive; and a request to place Christmas lights on light posts along 7<sup>th</sup> Street.

## **MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS**

1. Council Member(s)

Council Member Alonso thanked everyone in attendance and staff, commented on upcoming events, including the 2<sup>nd</sup> Annual Christmas Celebration and Toy Giveaway and the Police Department and City Council Chambers Grand Opening event and wished everyone a Happy Thanksgiving.

Council Member Riofrio thanked everyone in attendance, staff and the Council for their work.

2. Mayor

Mayor Pro Tem Lopez thanked staff and requested that City Engineer Osborn provide a presentation on street reconstruction projects; and thanked everyone in attendance.

**CLOSED SESSION**

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to Government Code section 54956.8  
Property: APNs 012-160-25S, 012-190-56, 012-190-25ST, 012-190-09T, and 012-190-26ST  
Agency Negotiator: Cristian Gonzalez, City Manager  
Negotiating Party: Westlands Water District  
Under Negotiation: Price and Terms of Payment
  
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to Government Code section 54956.8  
Property: APN 013-050-21T  
Agency Negotiator: Cristian Gonzalez, City Manager  
Negotiating Party: Karina Beltran  
Under Negotiation: Price and Terms of Payment

At 7:11 p.m. the City Council moved into closed session.

At 8:12 p.m. the City Council reconvened in open session and Assistant City Attorney Castro stated that in regard to items 1 and 2 there were no reportable actions.

**ADJOURNMENT**

With no more business to be brought before the Council, a motion for adjournment was made at 8:12 p.m. by Council Member Alonso, seconded by Mayor Pro Tem Lopez; unanimously approved (3 ayes, absent: Martinez and Rosales).

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Libertad "Liberty" Lopez, Mayor Pro Tem

ATTEST:

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Celeste Cabrera-Garcia, City Clerk



## MINUTES OF MENDOTA SPECIAL CITY COUNCIL MEETING

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**Special Meeting**

**December 10, 2024**

**Meeting called to order by Mayor Martinez at 6:01 PM**

### **Roll Call**

**Council Members Present:** Mayor Victor Martinez, Mayor Pro Tem Jose Alonso, and Council Members Libertad “Liberty” Lopez, Jesus “Jesse” Mendoza and Joseph Riofrio

**Council Members Absent:** Council Member Oscar Rosales

**Flag salute led by City Clerk Cabrera-Garcia**

### **FINALIZE THE AGENDA**

1. Adjustments to Agenda.
2. Adoption of final Agenda.

A motion was made by Council Member Riofrio to adopt the agenda, seconded by Council Member Martinez; unanimously approved (4 ayes, absent: Rosales).

### **CONFIRMATION OF THE ELECTION**

1. Proposed adoption of **Resolution No. 24-68**, confirming the results of the election returns for the consolidated General Election held on November 5, 2024.

A motion was made by Council Member Martinez to adopt Resolution No. 24-68, seconded by Council Member Alonso; unanimously approved (4 ayes, absent: Rosales).

2. City Clerk Cabrera-Garcia to administer the Oath of Office to newly elected Council Members Jose Alonso, Jesus “Jesse” Mendoza, and Joseph R. Riofrio.

City Clerk Cabrera-Garcia administered the Oath of Office to newly elected Council

Members Jose Alonso, Jesus “Jesse” Mendoza and Joseph R. Riofrio.

### **REORGANIZATION OF THE CITY COUNCIL**

1. City Clerk Cabrera-Garcia to conduct City Council reorganization proceedings and accept nominations for the following offices:
  - a) Mayor
  - b) Mayor Pro Tempore
  - a. *City Clerk Cabrera-Garcia to accept motions for nominations of Council Members for the office of Mayor*

City Clerk Cabrera-Garcia opened the floor to accept motions for nominations of Council Members for the office of Mayor.

A motion was made by Council Member Alonso to nominate Council Member Martinez to the office of Mayor, seconded by Council Member Mendoza. Council Member Martinez accepted the nomination.

Hearing no other motions for nominations for the office of Mayor, City Clerk Cabrera-Garcia closed the floor to nominations.

City Clerk Cabrera-Garcia conducted a roll call vote for the appointment of Council Member Martinez to the office of Mayor.

Roll Call Vote:

Council Member Alonso: Yes; Council Member Lopez: Yes; Council Member Martinez: Yes; Council Member Mendoza: Yes; Council Member Riofrio: Yes

Council Member Martinez was appointed to the office of Mayor by a vote of five (5) ayes.

- b. *City Clerk Cabrera-Garcia to accept motions for nominations of Council Members for the office of Mayor Pro Tempore*

City Clerk Cabrera-Garcia opened the floor to accept motions for nominations of Council Members for the office of Mayor Pro Tempore.

A motion was made by Mayor Martinez to nominate Council Member Alonso to the office of Mayor Pro Tem, seconded by Council Member Riofrio. Council Member Alonso accepted the nomination.

Hearing no other motions for nominations for the office of Mayor, City Clerk Cabrera-Garcia closed the floor to nominations.

City Clerk Cabrera-Garcia conducted a roll call vote for the appointment of Council Member Alonso to the office of Mayor Pro Tempore.



Roll Call Vote:

Council Member Alonso: Yes; Council Member Lopez: Yes; Council Member Martinez: Yes; Council Member Mendoza: Yes; Council Member Riofrio: Yes

Council Member Alonso was appointed to the office of Mayor Pro Tempore by a vote of five (5) ayes.

## **RECESS**

At 6:05 p.m. City Clerk Cabrera-Garcia announced that there would be a brief recess of the meeting of the City Council and that Mayor Martinez would be presiding over the meeting once it reconvened.

## **CITIZENS ORAL AND WRITTEN PRESENTATIONS**

Albert Escobedo congratulated the newly elected Council Members and congratulated Mayor Martinez and Mayor Pro Tem Alonso.

Ruben Reyes requested information on City's facility use process; thanked the City Council; commented on facility use applications, including submitting applications for events on March 15, 2025, and November 22, 2025.

Discussion was held on the comments made by Mr. Reyes.

Kevin Romero congratulated the newly elected Council Members and provided an update on local youth sports.

## **CONSENT CALENDAR**

1. NOVEMBER 14, 2024 THROUGH NOVEMBER 26, 2024
  - a. WARRANT LIST CHECK NOS. 55613 THROUGH 55724
  - b. TOTAL FOR COUNCIL APPROVAL = \$731,957.58
2. Proposed ratification of a letter of support for the County of Fresno Department of Behavioral Health's Behavioral Health Continuum Infrastructure Program Round 1: Launch Ready Grant Application for the Olive Project.
3. Proposed ratification of a letter of support for the County of Fresno Department of Behavioral Health's Behavioral Health Continuum Infrastructure Program Round 1: Launch Ready Grant Application for the Psychiatric Residential Treatment Facility.
4. Proposed ratification of a letter of support for the County of Fresno Department of Behavioral Health's Behavioral Health Continuum Infrastructure Program Round 1: Launch Ready Grant Application for the Senate Bill 43 Psychiatric Health Facility Project.

A motion was made by Council Member Lopez to approve item 1 of the Consent Calendar, seconded by Mayor Pro Tem Alonso; unanimously approved (5 ayes).

Discussion was held on items 2 through 4 of the Consent Calendar.

A motion was made by Mayor Pro Tem Alonso to approve items 2 through 4 of the Consent Calendar, seconded by Council Member Lopez ; unanimously approved (5 ayes).

## **MAYOR AND COUNCIL MEMBER REPORTS AND INFORMATIONAL ITEMS**

### 1. Council Member(s)

Mayor Pro Tem Alonso thanked the Council for their support and for nominating him to the office of Mayor Pro Tem.

Council Member Mendoza congratulated the newly elected Council Members and commented on upcoming City events, including the 2<sup>nd</sup> Annual Christmas Celebration and Toy Giveaway.

Council Member Riofrio congratulated the newly elected Council Members and commented on upcoming City events, including the 2<sup>nd</sup> Annual Christmas Celebration and Toy Giveaway.

Council Member Lopez congratulated the newly elected Council Members and commented on upcoming City events, including the 2<sup>nd</sup> Annual Christmas Celebration and Toy Giveaway.

### 2. Mayor a) Update

Mayor Martinez provided an update on completed and ongoing projects in 2024, including safety projects, parks and recreation projects, street projects, economic development projects, and Public Works and Public Utilities projects.

## **ADJOURNMENT**

With no more business to be brought before the Council, a motion for adjournment was made at 7:38 p.m. by Mayor Pro Tem Alonso, seconded by Council Member Mendoza; unanimously approved (5 ayes).

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Victor Martinez, Mayor

ATTEST:

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Celeste Cabrera-Garcia, City Clerk

CITY OF MENDOTA  
CASH DISBURSEMENTS  
12/04/2024 - 12/30/2024  
CK# 055725-055836

Check Date	Check Number	Check Amount	Vendor Name	Department	Description
December 4, 2024	55725	\$ 171,430.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER 11/18/2024 - 12/01/2024
December 10, 2024	55726	\$ 324.12	ADT SECURITY SERVICES	GENERAL, WATER, SEWER	SECURITY SERVICE FOR DMV & CITY HALL 12/13/2024 - 1/12/2025
December 10, 2024	55727	\$ 104.72	AIRGAS USA, LLC	WATER	SMALL CARBON DIOXIDE CYLINDER RENTAL FOR AUGUST 2024 TO DECEMBER 2024
December 10, 2024	55728	\$ 600.00	ALTA LANGUAGE SERVICES, INC.	GENERAL, WATER, SEWER	(3) LISTENING AND SPEAKING TEST - SPANISH
December 10, 2024	55729	\$ 952.33	AMAZON CAPITAL SERVICES, INC	GENERAL, WATER, SEWER	DECEMBER 2024 ITEMS: REAMER, BOARDS, TONER, CHARGER, & SUPCASE SPECIAL SUPPLIES FOR ALL DEPARTMENTS
December 10, 2024	55730	\$ 729.56	AT&T	GENERAL, WATER, SEWER	AT&T PHONE SERVICE FOR 10/25/2024 - 11/24/2024 FOR ALL DEPARTMENTS
December 10, 2024	55731	\$ 1,723.12	AT&T MOBILITY	GENERAL	POLICE DEPARTMENT PHONE SERVICE 10/12/2024 - 11/11/2024
December 10, 2024	55732	\$ 95,131.00	BB LIMITED	WATER	FISCAL YEAR 2024 - 2025: FIRST INSTALLMENT LEASE AGREEMENT FOR ANNUAL RENT
December 10, 2024	55733	\$ 468.63	BELKORP AG LLC	SEWER, WATER, STREETS	(1) SEAL, (3) COOL-GARD, (1) FILTER ELE, (1) OIL FILTER, (4) HY-GARD, (1) OIL FILTER - SPECIAL DEPARTMENT SUPPLIES
December 10, 2024	55734	\$ 623.25	BSK ASSOCIATES	WATER, SEWER	GENERAL EDT WEEKLY TREATMENT & DISTRIBUTION 11/12/2024 & 11/19/2024, & WW WEEKLY GRAB SAMPLE BOD, TDS 11/12/2024
December 10, 2024	55735	\$ 47,419.99	CALIFORNIA DEPARTMENT OF TAX & FEE	GENERAL	(1) TAX IMPLEMENTATION GENERAL TRANSACTION MEASURE
December 10, 2024	55736	\$ 670.99	CALIFORNIA BUSINESS MACHINES	GENERAL, WATER, SEWER	COPIER CONTRACT SERVICE FOR DECEMBER 2024 & USAGE FOR NOVEMBER 2024
December 10, 2024	55737	\$ 151.42	FLEXT PRINT, LLC	GENERAL, WATER, SEWER	LOW & HIGH DENSITY, & MONO COLOR LINES FOR ALL DEPARTMENTS
December 10, 2024	55738	\$ 2,141.40	COLONIAL LIFE	GENERAL	LIFE INSURANCE PREMIUM FOR THE MONTHS OF AUGUST 2024, SEPTEMBER 2024, OCTOBER 2024, & NOVEMBER 2024
December 10, 2024	55739	\$ 40,582.72	COOK'S COMMUNICATIONS	GENERAL	2024 FORD MISC HARDWARE INSTALLATIONS AND 2024 DURANDO LIGHTS & SIREN INSTALLMENT-POLICE DEPARTMENT
December 10, 2024	55740	\$ 674.25	CORE & MAIN LP	WATER	(1) 4 FLAG AND 6 FLAG PIPE USED FOR EMERGENCY TO BACK UP PUMP DISCHARGE
December 10, 2024	55741	\$ 840.86	CROWN SERVICES CO.	GENERAL, SEWER	TOLIET 2XWK 350 SORENSEN, BASS AVE POOL PARK, LOZANO PARK BASS & HWY 33, & 1300 2ND ST-WWTP 10/25/2024-11/21/2024
December 10, 2024	55742	\$ 1,305.24	CROWN SHORTLOAD CONCRETE	WATER	(5) YARD CONCRETE B7 SACK MIX & DELIVERY FOR SPECIAL DEPARTMENT SUPPLIES
December 10, 2024	55743	\$ 140.00	DEPARTMENT OF JUSTICE	GENERAL	(4) BLOOD ALCOHOL ANALYSIS FOR POLICE DEPARTMENT
December 10, 2024	55744	\$ 398.28	HARBOR FREIGHT TOOLS	GENERAL	(2) AIRBLOW GUNS, (2) LIGHT KIT, (1) AIR HOSE, (2) STANDS - SPECIAL DEPARTMENT SUPPLIES FOR PARKS
December 10, 2024	55745	\$ 597.50	ICAD INC.	WATER	SERVICE WORK: TESTING PUMP FOR VFD & WTP PUMP #2
December 10, 2024	55746	\$ 793.46	JORGENSEN COMPANY, JORGENSEN CO	GENERAL, WATER, SEWER	FIRE EXTINGUISHER ANNUAL SERVICE DMV & WORFORCE CONNECTION, & MAINTENANCE & HYDRO TEST CITY WATER YARD
December 10, 2024	55747	\$ 300.00	JENNIFER LEKUMBERRY	GENERAL, WATER, SEWER	PER DIEM FOR LCW ANNUAL CONFERENCE REIMBURSEMENT
December 10, 2024	55748	\$ 250.00	MENDOTA YOUTH RECREATION	GENERAL	DEPOSIT REIMBURSEMENT FOR 3RD QUARTER FACILITY USE SOCCER FIELD SEPTEMBER TO OCTOBER 2024
December 10, 2024	55749	\$ 101,474.18	MID VALLEY DISPOSAL, INC	REFUSE, STREETS	SANITATION CONTRACT SERVICE SEPTEMBER-OCTOBER 2024 & PUBLIC WORKS REFUSE SERVICE NOVEMBER 1-15, 2024
December 10, 2024	55750	\$ 2,280.09	NORTHSTAR CHEMICAL	WATER	(665) SODIUM HYPOCHLORITE-12.5% MILL A 50513 -SERVICE
December 10, 2024	55751	\$ 396.97	OFFICE DEPOT	WATER, SEWER	HP 936 CMYK ORIGINAL INK CARTRIDGES SPECIAL DEPARTMENT SUPPLIES FOR WATER & SEWER
December 10, 2024	55752	\$ 823.09	PAC MACHINE COMPANY, INC.	SEWER	(1) GODWIN TOW FLOAT ASSEMBLY PRIME GUARD-PUMP FOR WASTE WATER TREATMENT PLANT AND SEWER
December 10, 2024	55753	\$ 6,727.88	PROVOST & PRITCHARD	GENERAL, STREETS	PASS THROUGH PROFESSIONAL SERVICES: FOR ESCALANTE, TENTATIVE PARCEL, AND STREET LIGHT MAP PROJECT
December 10, 2024	55754	\$ 150.00	RAMON'S TIRE & AUTO SERVICE	SEWER, WATER, GENERAL	2023 CHEVEROLET-SILVERADO: TIRE REPAIRS FOR FRONT RIGHT TIRES AND INSTALLATION SERVICES FOR ALL DEPARTMENTS
December 10, 2024	55755	\$ 500.00	REYES FAMILY FOUNDATION, INC.	GENERAL	DEPOSIT REIMBURSEMENT FOR 1ST ANNUAL REYES SHOW
December 10, 2024	55756	\$ 30.40	SEBASTIAN	GENERAL	SECURITY SERVICES FOR 10/21/2024-11/20/2024
December 10, 2024	55757	\$ 5,594.61	BANKCARD CENTER	GENERAL, WATER, SEWER, STREETS	CREDIT CARD EXPENSES 10/25/2024-11/25/2024 HARD COPY FOR POLICE DEPARTMENT/COUNCIL CHAMBERS GRAND OPENING

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December 10, 2024	55758	\$ 582.38	SUNNYSIDE TROPHY	GENERAL	(2) PLAQUES FOR FMPCPA MENDOTA POLICE DEPARTMENT & POLICE DEPARTMENT/COUNCIL CHAMBERS GRAND OPENING
December 10, 2024	55759	\$ 535.00	TECH MASTER PEST MANAGEMENT	GENERAL, WATER, SEWER	PEST CONTROL SERVICE FOR ROJAS PARK (PUBLIC WORKS), CITY HALL/DMV/YOUTH CENTER, WATER DIVION BLD.
December 10, 2024	55760	\$ 208.14	VESTIS GROUP, INC.	GENERAL, WATER, SEWER	PUBLIC WORKS UNIFORM SERVICE 11/28/2024
December 10, 2024	55761	\$ 676.00	VETERINARY MEDICAL CENTER	GENERAL	(13) CITY EUTHANASIA DOGS FOR POLICE DEPARTMENT
December 10, 2024	55762	\$ 64.80	WECO	GENERAL, WATER, SEWER	MONTHLY RENT SERVICE FOR CYLINDER ACETYLENE, OXYGEN, OXYGENK 10/31/2024-11/30/2024
December 11, 2024	55763	\$ 600.00	ALFREDO ARAMBULA	GENERAL	TACO PLATES FOR 2024 EMPLOYEE RECOGITION HOLIDAY LUNCHEON
December 11, 2024	55764	\$ 6,000.00	BYRON R. BAKER	GENERAL	POLICE DEPARTMENT LEASE PAYMENT FOR THE MONTH OF JANUARY AND FEBRUARY 2025 (1000 AIRPORT BLVD)
December 11, 2024	55765	\$ 500.00	LUIS GUZMAN	GENERAL	MECHANICAL BULL FOR NATIONAL NIGHT OUT EVENT 8/09/2023
December 13, 2024	55766	\$ 2,327.65	ACCREDITED SECURITY	GENERAL	TASER, BATTERY, AIR CARTRIDGE, DUTYHOLSTR, (7) TASER EQUIPMENT, 15FOOT AIR CARTRIDGE - FOR POLICE DEPARTMENT
December 13, 2024	55767	\$ 53.21	AUTOZONE, INC.	GENERAL	2021 FORD: POLICE INTERCEPTOR - (2) WIPER BLADES, (1) WASH/WAX TURTLE WASH & WAX FOR POLICE DEPARTMENT
December 13, 2024	55768	\$ 763.45	BSK ASSOCIATES	SEWER, WATER	WW WEEKLY GRAB SAMPLE 11/5/2024, 11/19/2024, & 11/26/2024 & GENERAL EDT WEEKLY TREATMENT & DISTIRBUTION 11/26/2024
December 13, 2024	55769	\$ 269.05	CHEMSEARCH	WATER	(1) SERVICE CHARGE-DRAIN MAINTENANCE
December 13, 2024	55770	\$ 2,189.78	COMCAST	GENERAL, WATER, SEWER	CITYWIDE XFINITY SERVICE 12/06/2024-1/05/2024
December 13, 2024	55771	\$ 3,230.00	CORRPRO COMPANIES, INC.	WATER	(1) INSPECTION SERVICE FOR MENDOTA NORTH & SOUTH TANK
December 13, 2024	55772	\$ 29,311.64	GUTHRIE PETROLEUM INC	GENERAL, WATER, SEWER, STREETS	16OZ BULK DIESEL FUEL, NO 2.STATE EXCISE TAX (7000) BULK UNLEADED GASOLINE
December 13, 2024	55773	\$ 325.00	INSYARATH, KHAMPHOU	GENERAL	POLICE DEPARTMENT STATISTICS FOR NOVEMBER 2024
December 13, 2024	55774	\$ 1,460.74	M.C REPAIRS FULL DIAGNOSTIC	GENERAL	2018 JEEP-GRAND CHEROKEE: (1) BALL JOINT & LOADED STRUT FOR POLICE DEPARTMENT
December 13, 2024	55775	\$ 93.45	MENDOTA 1 SMOG	GENERAL	2019 DODGE-CHARGER:OIL CHANGE, (1) MOTOR OIL & FILTER - FOR POLICE DEPARTMENT
December 13, 2024	55776	\$ 491.80	METRO UNIFORM	GENERAL	(1) WOOL IKE JKT LAPD, (1) ADD BRAID TO SLEEVE, (2) SEW ON PATCH - PARTS FOR POLICE DEPARTMENT
December 13, 2024	55777	\$ 100,556.77	MID VALLEY DISPOSAL, INC	REFUSE	SANITATION CONTRACT OCTOBER - NOVEMBER 2024 USAGE & PUBLIC WORKS REFUSE SERVICES NOVEMBER 16-30, 2024
December 13, 2024	55778	\$ 3,223.45	NORTHSTAR CHEMICAL	WATER	(260) SODIUM BISULFITE-25% 90925 MEETS NSF/ANSI
December 13, 2024	55779	\$ 419.35	OFFICE DEPOT	GENERAL, WATER, SEWER	BLUE PENS, BATTERYS, PAPER, RED STAMP, & (1) HP LASERJET PRINTER - OFFICE SUPPLIES
December 13, 2024	55780	\$ 89.32	PAPE MACHINERY	STREETS	(2) FUEL CAP, (1) INBOUND FRIEHT
December 13, 2024	55781	\$ 1,950.00	PRICE PAIGE & COMPANY CERTIFIED PUBLIC	GENERAL, WATER, SEWER, STREETS, REFUSE	PROFESSIONAL SERVICES RENDERED: JUNE 30, 2024 AUDITED FINANCIAL STATEMENTS
December 13, 2024	55782	\$ 78,191.40	PROVOST & PRITCHARD	GENERAL, WATER, SEWER, STREETS	PROFESSIONAL SERVICES RETAINER 24-25 FOR OCTOBER 2024 & 2024 LOCAL STREET IMPROVEMENTS
December 13, 2024	55783	\$ 7,535.43	PRO SPORTS EQUIPMENT	GENERAL	NEW SCOREBOARD FOR ALFREDO MURATALLA BASEBALLFIELD
December 13, 2024	55784	\$ 432.08	RAMON'S TIRE & AUTO SERVICE	WATER, SEWER, STREETS	BOOM TRUCK #50: (1) USED TIRE, (1)TIRE DISPOSAL AND 2023 CHEVROLET-SILVERADO: (1) TIRE INSTALLATION
December 13, 2024	55785	\$ 5,000.00	TOWNSEND PUBLIC AFFAIRS, INC.	GENERAL, WATER, SEWER	CONSULTING SERVICE FOR THE MONTH OF DECEMEBER 2024
December 13, 2024	55786	\$ 400.00	UNITED HEALTH CENTERS	GENERAL	(2) PRE-EMPLOYMENT PHYSICAL EXAM (BOTTOMS & ALCAZAR) FOR POLICE DEPARTMENT
December 13, 2024	55787	\$ 379.66	VESTIS GROUP, INC.	GENERAL, WATER, SEWER	(4) NAME EMBROIDERY, (2) WEARGUARD PUBLIC WORKS UNIFORM SERVICES 12/05/2024
December 13, 2024	55788	\$ 25.90	CULIGAN WATER	GENERAL	MONTHLY SERVICE FEE DECEMBER 2024 - POLICE DEPARTMENT
December 13, 2024	55789	\$ 10,107.31	WANGER JONES PC ATTORNEY	GENERAL, WATER, SEWER	LEGAL SERVICE:GENERAL LEGAL, BB RANCH, CA SPORTSFISHING PROTECTION AND BOCA DEL RIO - NOVEMBER 15, 2024
December 18, 2024	55790	\$ 223,297.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER 12/2/2024-12/15/2024
December 20, 2024	55791	\$ 673.43	ACME ROTARY BROOM SERVICE	STREETS	(1) 58" SCHWARZE AVALANCHE ALL PRO STRIP BRUSH SET



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December 20, 2024	55792	\$ 220.17	ADT SECURITY SERVICES	GENERAL	SECURITY SERVICE ROJAS PIERCE CONCESSION STAND 1/01/2025 - 3/31/2025
December 20, 2024	55793	\$ 517.28	AFLAC	GENERAL	AFLAC INSURANCE FOR DECEMBER 2024
December 20, 2024	55794	\$ 420.00	MADERA DISPOSAL SYSTEMS INC	GENERAL	ANIMAL CONTROL (14) TONS TICKET 473922
December 20, 2024	55795	\$ 1,102.05	BSK ASSOCIATES	WATER, SEWER	GENERAL EDT WEEKLY TREATMENT&DISTRIBUTION 11/26/2024 AND WW WEEKLY GRAB SAMPPLLE BOD,TDS 12/03/2024 & 12/11/2024
December 20, 2024	55796	\$ 648.45	CALIFORNIA BUSINESS MACHINES	GENERAL, WATER, SEWER	COPIER CONTRACT SERVICE BASE OCTOBER 2024 & USAGE FOR SEPTEMBER 2024
December 20, 2024	55797	\$ 179.11	CORELOGIC INFORMATION	GENERAL, WATER, SEWER	REAL QUEST SERVICES FOR NOVEMBER 2024
December 20, 2024	55798	\$ 1,133.36	CORBIN WILLITS SY'S INC.	GENERAL, WATER, SEWER	ENHANCEMENT AND SERVICE FEE FOR JANUARY 2025
December 20, 2024	55799	\$ 709.96	DELTA SAND, GRAVEL & RECYCLING	GENERAL	(1) ASPHALT GRINDING PER TRUCK LOAD 22 TONS POLICE DEPARTMENT EVENT
December 20, 2024	55800	\$ 461.09	FUTURE FORD OF CLOVIS	GENERAL	FORD EXPLORER : UNIT 81 VEHICLE TOWING SERVICE & MAINTENANCE WORK - POLICE DEPARTMENT
December 20, 2024	55801	\$ 47.48	GUTHRIE PETROLEUM INC	GENERAL	(9) BLACK PROPANE FOR BUILDINGS
December 20, 2024	55802	\$ 2,500.00	KAIZEN INFOSOURCE, LLC	GENERAL	WORK COMPLETED IN NOVEMBER REVIEW POLICY AND NEW RECORDS
December 20, 2024	55803	\$ 1,600.00	TJ LAW & ASSOCIATES INVESTIGATION	GENERAL	(2) LAW ENFORCEMENT BACKGROUND INVESTIGATION
December 20, 2024	55804	\$ 181.97	METRO UNIFORM	GENERAL	(2) REMOVE OLD AND ADDED NEW SHOULDER PATCH FOR POLICE DEPARTMENT UNIFORMS
December 20, 2024	55805	\$ 97,516.77	MID VALLEY DISPOSAL, INC	REFUSE	SANITATION CONTRACT SERVICE DECEMBER 2024 USAGE NOVEMBER 2024
December 20, 2024	55806	\$ 1,000.00	NETXPRTS LLC	GENERAL, WATER, SEWER	MONLTHY MANAGED SERVICES FOR DECEMBER 2024
December 20, 2024	55807	\$ 179.22	OFFICE DEPOT	GENERAL, WATER, SEWER	OFFICE SUPPLIES - TISSUES, HIGHLIGHTERS, PAPER, COPY PAPER, (2) BRIGHT WHITE LETTER PAPER, (1) MULTI-USE PAPER
December 20, 2024	55808	\$ 18,798.23	PG&E	GENERAL, WATER, SEWER, STREETS	UTILITY SERVICE 11/7/2024-12/8/2024
December 20, 2024	55809	\$ 1,815.00	PRICE PAIGE & COMPANY CERTIFIE	GENERAL, WATER, SEWER, STREETS, REFUSE	PROFFESIONAL SERVICE RENDERED STREET REPORT FISCAL YEAR ENDED 6/30/24
December 20, 2024	55810	\$ 864.20	PROVOST & PRITCHARD	GENERAL, WATER	PROFFESIONAL SERVICE 23-05 AHMED TPM SERVICE FOR JUNE 2024 AND FOR SEPTEMBER 20224
December 20, 2024	55811	\$ 90.00	RAMON'S TIRE &	GENERAL, STREETS	DODGE CHARGER M84 : UNIT 84 TIRE REPAIR INSIDE PATCH, FORD F-250 XL SUPER DUTY TIRE DISMOUNT / MOUNT SERVICE
December 20, 2024	55812	\$ 1,071.49	REXEL USA, INC.	SEWER	WATER WELL #9 - REPLACE BURNT SAFETY BOX - FUSE, SWITCH, AND BATTERY
December 20, 2024	55813	\$ 8,598.59	RRM DESIGN GROUP	GENERAL	CITY HALL & POLICE DEPARTMENT CONSTRUCTION DOCUMENTS DECEMBER 2024
December 20, 2024	55814	\$ 580.00	SAN JOAQUIN VALLEY AIR	WATER, SEWER	FY 25/26 ANNUAL PERMITS CUMMINS DIESEL - FIRED EMERGENCY ENGINE POWERING AN ELECTRICAL GENERATOR
December 20, 2024	55815	\$ 4,915.13	SAVE A DOLLAR INC.	GENERAL, WATER, SEWER	(20) FOLDING TABLES, (150) FOLDING CHAIRS, AND CHRISTMANS TREES FOR CITY EVENTS AND POLICE DEPARTMENT
December 20, 2024	55816	\$ 29.95	SEBASTIAN	GENERAL	SECURITY SERVICES FOR 11/21/2024-12/20/2024
December 20, 2024	55817	\$ 4,486.45	SORENSEN MACHINE WORKS	GENERAL, WATER, SEWER, STREETS	NOVEMEBER 2024 CITYWIDE DEPARTMENT SUPPLIES
December 20, 2024	55818	\$ 23,891.00	STATE WATER RESOURCES	WATER, SEWER	DWSRF FINANCING AGREEMENT CONTRACT AND ANNUAL PERMIT FOR FY 24/25 WASTE DICARGE REQUIREMENTS
December 20, 2024	55819	\$ 535.00	TECH MASTER PEST MANAGEMENT	GENERAL, WATER, SEWER	PEST CONTROL SERVICE FOR ROJAS PARK, CH/DMV/YOUTH CENTER, WTP, PUBLIC WORKS, PD, AMBULANCE ROOM
December 20, 2024	55820	\$ 227.50	THE BUSINESS JOURNAL	GENERAL, WATER, SEWER	CITY REQUEST FOR PROPOSALS FOR PERSONNEL RULES HANDBOOK REVISION SERVICES
December 20, 2024	55821	\$ 1,089.77	VERIZON WIRELESS	GENERAL, WATER, SEWER	CITYWIDE CELL PHONE SERVICE 12/07/2024 - 1/06/2024
December 20, 2024	55822	\$ 1,372.32	VESTIS GROUP, INC.	GENERAL, WATER, SEWER	PUBLIC WORKS UNIFORM SERVICE FOR 8/17/2024, 9/26/2024, 10/3/2024, 10/10/2024, 10/17/2024, 10/24/2024, AND 10/31/2024
December 20, 2024	55823	\$ 396.82	SALVADOR VILLASENOR	SEWER	(1) SEWER DEPARTMENT SIGN 8X4
December 20, 2024	55824	\$ 4,935.50	WANGER JONES PC ATTORNEY	GENERAL	LEGAL SERVICE CITY ATTORNEY : SPECIAL LEGALS 11/15/24 SERVICE
December 27, 2024	55825	\$ 76.67	ADT SECURITY SERVICES	WATER	SECURITY SERVICE FOR WATER TREATMENT PLANT 1/4/2025-2/3/2025

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December 27, 2024	55826	\$ 42,590.25	AETNA LIFE INSURANCE COMPANY	GENERAL	MEDICAL INSURANCE FOR JANURAY 2025
December 27, 2024	55827	\$ 6,518.40	AMERITAS GROUP	GENERAL	VISION AND DENTAL INSURANCE FOR JANUARY 2025
December 27, 2024	55828	\$ 295.04	CHEMSEARCH	WATER	(1) SERVICE CHARGE-DRAIN MAINTENANCE
December 27, 2024	55829	\$ 267.35	EINERSON'S PREPRESS	GENERAL, WATER, SEWER	(3) 500 BUSINESS CARDS WITH A MATT LOOK FOR COUNCIL
December 27, 2024	55830	\$ 500.00	MENDOTA PENTECOSTAL CHURCH	GENERAL	DEPOSIT REIMBURSEMENT FOR SOFTBALL TOURNAMENT ORIGINALLY SCHEDULE FOR 9/26/2024 - 9/28/2024
December 27, 2024	55831	\$ 5,435.84	MUTUAL OF OMAHA	GENERAL	LIFE AD&D,LTS,STD INSURANCE FOR JANUARY 2025
December 27, 2024	55832	\$ 308.61	PITNEY BOWES INC.	GENERAL, WATER, SEWER	POSTAGE METER RENTAL AND SERVICE AGREEMENT JULY - DECEMBER 2024
December 27, 2024	55833	\$ 2,024.75	PURCHASE POWER	GENERAL, WATER, SEWER	POSTAGE METER REFILLS 12/02/2024 - 12/03/2024 AND 12/11/2024 - 12/12/2024
December 27, 2024	55834	\$ 2,113.13	THE HOME DEPOT	GENERAL, STREETS	SPECIAL DEPARTMENT SUPPLIES USED FOR BUILDING GROUNDS, STREETS, AND ANIMAL CONTROL
December 27, 2024	55835	\$ 57,093.76	THE BANK OF NEW YORK MELLON	GENERAL, WATER, SEWER	MJPFA WASTEWATER REFUNDING REVENUE BOND SERIES 2021 AND 2022 BONDS (PD AND CC) 12/16/2024 - 12/15/2025
December 30, 2024	55836	\$ 176,106.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER 12/16/2024 - 12/29/2024

\$ 1,443,736.91

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** NORA L. VALDEZ, FINANCE DIRECTOR  
**VIA:** CRISTIAN GONZALEZ, CITY MANAGER  
**SUBJECT:** UPDATING THE UNITED SECURITY BANK AUTHORIZED SIGNERS FOR CITY OF MENDOTA BANK ACCOUNTS  
**DATE:** JANUARY 21, 2025

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**ISSUE**

Shall the City Council adopt Resolution No. 25-01, updating the United Security Bank authorized signers for City of Mendota bank accounts?

**BACKGROUND**

United Security Bank (“USB”) has a list of approved signers for City of Mendota (“City”) bank accounts. USB has requirements that need to be satisfied to update information on a bank account. USB requires 1) an approved letter to include the name of the business entity and names and titles of all authorized signers; 2) a business application with those listed on the approved letter; and 3) a copy of the identification card of each signer.

**ANALYSIS**

On December 10, 2024, the City Council adopted Resolution No. 24-68, confirming the results of the election returns for the consolidated General Election held on November 5, 2024, and formally seated the newly elected Council Members. At the same meeting, the City Council reorganized and selected Victor Martinez as Mayor and Jose Alonso as Mayor Pro Tempore. Mayor Martinez and Mayor Pro Tem Alonso will hold their respective offices until 2026. As a result of the election and subsequent reorganization, the City must submit a letter, a business application, and a copy of an identification card(s) to update the authorized signers.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Staff recommends that the City Council adopt Resolution No. 25-01, updating the United Security Bank authorized signers for City of Mendota bank accounts.

**Attachment:**

1. Resolution No. 25-01

**BEFORE THE CITY COUNCIL  
OF THE  
CITY OF MENDOTA, COUNTY OF FRESNO**

**RESOLUTION NO. 25-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENDOTA UPDATING THE UNITED SECURITY BANK AUTHORIZED SIGNERS FOR CITY OF MENDOTA BANK ACCOUNTS**

**WHEREAS**, the City of Mendota (“City”) has authorized signers for its accounts with United Security Bank; and

**WHEREAS**, the City has three newly elected officials serving terms on the Mendota City Council; and

**WHEREAS**, the signers for the City’s accounts with United Security Bank need to be updated by submitting a letter listing authorized signers, a business application, and copies of the signers’ identification cards.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mendota, that the City hereby approves an update to its United Security Bank authorized signers by submitting a letter listing: Victor Manuel Martinez, Mayor; Jose Javier Alonso, Mayor Pro Tempore, Cristian Gonzalez, City Manager; Jennifer Lekumberry, Director of Administrative Services/Assistant City Manager; Nora Valdez, Finance Director; and Celeste Cabrera-Garcia, City Clerk/Events Coordinator as authorized signers. The following name will be removed from the City’s previous list of authorized signers: Libertad Esmeralda Lopez.

\_\_\_\_\_  
Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Council Chambers located at 725 Riofrio Street, Mendota, California 93640, on the 21<sup>st</sup> day of January, 2025, by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

\_\_\_\_\_  
Celeste Cabrera-Garcia, City Clerk

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** NORA L. VALDEZ, FINANCE DIRECTOR  
**VIA:** CRISTIAN GONZALEZ, CITY MANAGER  
**SUBJECT:** APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH ADAMS ASHBY GROUP, INC. FOR HOME PROGRAM LONG TERM MONITORING AUDIT SERVICES  
**DATE:** JANUARY 21, 2025

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**ISSUE**

Shall the City Council adopt Resolution No. 25-02, approving the Professional Services Agreement with Adams Ashby Group, Inc. for HOME Program Long Term Monitoring Audit Services?

**BACKGROUND**

In or around 2001, the City of Mendota (“City”) granted HOME Program loan funding to Casa De Rosa Apartments to provide affordable rental housing to lower-income households. Since the disbursement of the HOME Program loan funding to Casa De Rosa Apartments, the City has been required to comply with all of the HOME Program’s long-term monitoring requirements to ensure that the federal and state HOME Program requirements are being met at the Casa De Rosa Apartments. Among other things, these monitoring efforts include certifications of tenant income and assets, HOME Program rents, property standards, residential lease and occupancy, and tenant selection plans. Due to the extensive nature of long-term monitoring services, the City has historically contracted a consultant to perform these services.

**ANALYSIS**

Adams Ashby Group, Inc. (the “Consultant”), who has completed these long-term monitoring audit services for the City for many years, submitted a Professional Services Agreement for consideration. Staff has reviewed the Professional Services Agreement and has deemed it acceptable. The Consultant’s familiarity with the HOME Program and Casa De Rosa Apartments over its previous years of service will benefit the City through continued service. With the approval of the Professional Services Agreement, the Consultant will complete the 2024, 2025, 2026, and 2027 HOME Long-Term Monitoring Audits for Casa De Rosa Apartments.

**FISCAL IMPACT**

The fee for the services rendered will be paid by the General Fund - City Administration Contract Services. A total of \$4,500.00 will be expended each year of service under the agreement.



**RECOMMENDATION**

Staff recommends that the City Council adopt Resolution No. 25-02, approving the Professional Services Agreement with Adams Ashby Group, Inc. for HOME Program Long Term Monitoring Audit Services.

**Attachments:**

1. Resolution No. 25-02
2. Exhibit “A” – Professional Services Agreement with Adams Ashby Group, Inc.

**BEFORE THE CITY COUNCIL  
OF THE  
CITY OF MENDOTA, COUNTY OF FRESNO**

**RESOLUTION NO. 25-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENDOTA APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH ADAMS ASHBY GROUP, INC. FOR HOME PROGRAM LONG-TERM MONITORING AUDIT SERVICES**

**WHEREAS**, in or around 2001, the City of Mendota (“City”) provided HOME Program loan funding to Casa De Rosa Apartments; and

**WHEREAS**, since the disbursement of the HOME Program loan funding to Casa De Rosa Apartments, the City has been required to comply with all of the requirements of the HOME Program, including providing long-term monitoring of the Casa De Rosa Apartments; and

**WHEREAS**, the City has historically contracted out these monitoring services to Adams Ashby Group, Inc., to conserve resources and ensure timely compliance with the HOME Program’s requirements; and

**WHEREAS**, the City desires to enter into a new Professional Services Agreement (“Agreement”) with Adams Ashby Group, Inc. (the “Contractor”) to perform long-term monitoring audit services for Casa de Rosa Apartments through 2027.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mendota, that the City of Mendota hereby approves the Professional Services Agreement with Adams Ashby Group, Inc., for HOME Program Long-Term Monitoring Audit Services, in substantially the form presented as Exhibit “A” to this Resolution.

**BE IT FURTHER RESOLVED** that the City Council of the City of Mendota hereby authorizes the City Manager to execute the Professional Services Agreement, and all other documents necessary to effectuate the same, subject to such reasonable modifications, revisions, additions, and deletions as he may approve prior to execution, said execution to provide conclusive evidence of such approval.

\_\_\_\_\_  
Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Council Chambers located at 725 Riofrio Street, Mendota, California 93640, on the 21<sup>st</sup> day of January, 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Celeste Cabrera-Garcia, City Clerk

# **EXHIBIT A**



# Professional Services Agreement

This Agreement is entered into on this 21 day of January 2025 by and between the **City of Mendota**, a California municipality, hereinafter referred to as the "City"; and, **Adams Ashby Group, Inc.**, hereinafter referred to as the "Consultant".

## WITNESSETH

WHEREAS, the City desires to engage the Consultant to complete the 2024, 2025, 2026, and 2027 HOME Long Term Monitoring Audit for apartments funded in part by the Department of Housing and Community Development HOME Program; and

WHEREAS, the Consultant represents that it is qualified to perform such services under this Agreement.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

### I. SCOPE OF SERVICES

Consultant will perform all activities included in the Scope of Work set forth and listed below:

Scope of Work:

The State HOME Long Term Monitoring services are outlined as follows:

- Prepare "Notification of Site Visit" letter
- Complete review of the Project Compliance Report and make corrections
- Complete the Annual Monitoring Report
- Review the Fiscal Responsibility of the project including but not limited to the following:
  1. Replacement Reserves
  2. Operating Reserves
  3. Residual Recipes
  4. Asset Analysis and Trend Report
  5. Replacement Reserve expenditure
- Review and analyze the "Annual Affirmative Marketing Report"
- Conduct required inspections
- Prepare the "Monitoring Summary Letter" outlining all Findings and Concerns
- Provide support and training to ensure clearance information is obtained and submitted
- Prepare "Monitoring Clearance Letter" when all Findings and Concerns have been addressed appropriately
- Submit all required documents to the State HOME Program to meet the monitoring obligations. The required documents to be submitted are as follows:

1. Annual Project Compliance Report
2. Annual Monitoring Report
3. Utility Allowance Schedule
4. Affirmative Marketing Report
5. Physical Conditions Report
6. Summary Letter
7. Clearance Letter

II. DUTIES OF THE CITY

The City shall make available to the Consultant all data and information in the City's possession which City deems necessary to the preparation and execution of the work outlined, and City shall actively aid and assist the consultant in obtaining such information from other agencies and individuals as necessary.

III. COMPENSATION

Total compensation hereunder, including the cost of directly related job expenses such as travel, copying, or postage shall be paid upon receipt of invoice provided by Consultant at the beginning of the 2024 audit services in the amount of \$4500 for each year of service for the period of 2024, 2025, 2026, and 2027.

IV. METHOD OF PAYMENT

Payment of the invoice will be made after acceptance and approval by the City within thirty (30) days of receipt of such invoice. City's approval of the invoice shall not be unreasonably withheld.

V. TIME OF PERFORMANCE

Consultant shall commence the performance of its services under this Agreement as of the date set forth herein and shall diligently proceed therewith for each year as required by the State. 2024 is due April 1, 2025; 2025 is due April 1, 2026; 2026 is due April 1, 2027; and 2027 is due April 1, 2028. This Agreement will terminate upon completion and submittal of the April 1, 2028 submittal.

VI. GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.

2. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.
3. Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority pursuant to this Agreement, express or implied, to bind City to any obligation whatsoever.
4. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement except as may be authorized in writing by the other party.
5. Changes. City may, from time to time, request changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and time for completion, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this Agreement.
6. Termination. This Agreement may be terminated by either party on thirty (30) days written notice mailed to the address below. The effective date of cancellation shall be the 30th day after said written notice. Consultant shall be entitled to the compensation earned by it prior to the date of the termination notice, computed pro rata up to and including that date, plus compensation for work performed during the 30-day notice period and authorized in the termination notice.
7. Attorney's Fees. In the event that it becomes necessary for either party to this Agreement to bring a legal suit to enforce any of the provisions of this Agreement or must incur any collection expenses for any amounts due hereunder, the prevailing party in such action shall be entitled to its costs including reasonable attorney's fees, whether or not such action is prosecuted to judgment.
8. Notices. Notices to the parties, unless otherwise requested in writing, shall be sent to the City of Mendota, 643 Quince Street, Mendota, CA 93640, and the Consultant at Adams Ashby Group, 770 L Street, Suite 950, Sacramento, CA 95814.
9. Hold Harmless: Consultant will indemnify and hold harmless the City, and each of its officers, agents, and employees, from and against all claims, losses, and expenses, including, but not limited to, attorneys' fees and costs, that arise out of: (i) a defect, whether latent or patent, in the work product; (ii) an act or omission of Consultant, its agents, employees,

independent contractors, or subcontractors in the performance of this Agreement; and (iii) a breach of a representation, warranty, or other provision of this Agreement. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, acceptance of services, and delivery and acceptance of work product. This indemnity does not cover claims, losses, or expenses to the extent they arise out of the gross negligence of the City, its officers, agents, or employees.

10. Records. Consultant agrees to maintain all required records for five years after project completion. All records will be forwarded to City upon project completion.
  
11. Non-Discrimination. During the performance of this Contract, Consultant shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Consultant shall insure that the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12900 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. 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.



**Executed on the day and year first above written**, the above statements are understood and accepted, and the parties hereby cause this agreement to be executed on by the signatures below:

ADAMS ASHBY GROUP, INC.

CITY OF MENDOTA

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Lorie Ann Adams  
President

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Cristian Gonzalez  
City Manager

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** JENNIFER LEKUMBERRY, DIRECTOR OF ADMINISTRATIVE SERVICES/ACM  
**VIA:** CRISTIAN GONZALEZ, CITY MANAGER  
**SUBJECT:** APPROVAL OF PROPOSAL FROM LIEBERT CASSIDY WHITMORE FOR PERSONNEL RULES HANDBOOK REVISION SERVICES  
**DATE:** JANUARY 21, 2025

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**ISSUE**

Shall the City Council adopt Resolution No. 25-03, approving the proposal from Liebert Cassidy Whitmore for Personnel Rules Handbook Revision Services and authorizing the City Manager or his designee to execute all documents necessary?

**BACKGROUND**

The City of Mendota's ("City") Personnel Rules Handbook, last updated in 2016 by Liebert Cassidy Whitmore, is in need of revision to ensure it aligns with current laws, regulations, and best practices in human resources management. Since the last update, there have been changes in federal and state employment laws. Additionally, evolving workforce trends, technology advancements, and the City's own changing organizational structure necessitate a review to maintain fairness, consistency, and transparency in personnel practices. Revising the handbook will help the City remain compliant with legal standards, address emerging workplace issues, and promote a positive work environment for all employees.

**ANALYSIS**

The need to revise the City's Personnel Rules Handbook is supported by significant legal, organizational, and workplace changes since its last update in 2016. Key updates include shifts in federal and state laws, such as changes to the Family and Medical Leave Act, California's paid sick leave, and new diversity and inclusion mandates. The City's evolving workforce, employee feedback, and best practices in human resources necessitate a comprehensive review to ensure legal compliance, consistency, and a positive, modern work environment.

**FISCAL IMPACT**

Approximately \$30,000. This is budgeted for and will be paid for by the General Fund - City Administration Contract Services.

**RECOMMENDATION**

Staff recommends that the City Council adopt Resolution No. 25-03, approving the proposal from Liebert Cassidy Whitmore for Personnel Rules Handbook Revision Services and authorizing the City Manager or his designee to execute all documents necessary

**Attachments:**

1. Resolution No. 25-03
2. Exhibit "A" - Request for Proposals No. 24-03
3. Exhibit "B" - Proposal submitted by Liebert Cassidy Whitmore

**BEFORE THE CITY COUNCIL  
OF THE  
CITY OF MENDOTA, COUNTY OF FRESNO**

**RESOLUTION NO. 25-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENDOTA APPROVING THE PROPOSAL SUBMITTED BY LIEBERT CASSIDY WHITMORE FOR PERSONNEL RULES HANDBOOK REVISION SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS**

**WHEREAS**, on November 19, 2024, the City of Mendota (the "City") issued a Request for Proposals ("RFP") No. 24-03 for services to revise the City's personnel rules handbook, attached as Exhibit "A"; and

**WHEREAS**, on November 25, 2024, a public notice was published in The Business Journal notifying all interested parties of the opportunity to submit proposals for the requested service; and

**WHEREAS**, one (1) company, Liebert Cassidy Whitmore ("LCW"), submitted a proposal, attached as Exhibit "B" by the specified deadline; and

**WHEREAS**, LCW has been providing expert representation in employment law and labor relations to various public entities since 1980; and

**WHEREAS**, LCW previously updated the City's personnel rules in 2016; and

**WHEREAS**, City staff has reviewed LCW's proposal and determined that it aligns well with the City's needs.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Mendota hereby approves the proposal submitted by Liebert Cassidy Whitmore for Personnel Rules Handbook Revision Services, attached hereto as Exhibit "B."

**BE IT FURTHER RESOLVED** that the City Council of the City of Mendota authorizes the City Manager or his designee to execute all documents necessary for the completion of LCW's revisions to the City's personnel policies.

\_\_\_\_\_  
Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Council Chambers located at 725 Riofrio Street, Mendota, California 93640, on the 21<sup>st</sup> day of January, 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Celeste Cabrera-Garcia, City Clerk

# **EXHIBIT A**



CITY OF  
**MENDOTA**

**REQUEST FOR PROPOSALS (“RFP”)**

**For**

**PERSONNEL RULES HANDBOOK REVISION SERVICES**

**RFP Issue Date:**

Tuesday, November 19, 2024

**Proposal Submittal Due Date:**

Friday, December 20, 2024, by 5:00 p.m.

RFP No. 24-03

**CITY OF MENDOTA  
PUBLIC NOTICE  
REQUEST FOR PROPOSALS FOR PERSONNEL RULES HANDBOOK REVISION  
SERVICES**

**NOTICE IS HEREBY GIVEN** that the City of Mendota (“City”) is seeking proposals from qualified firms (“Respondents”) to review and update the City’s Personnel Rules Handbook.

All Respondents must comply with the requirements as set forth in the Request for Proposals (“RFP”). A copy of said RFP, which specifies the requirements for the proposals and their submittal, can be obtained from Mendota City Hall, 643 Quince Street, Mendota, CA 93640, Monday through Friday, during regular business hours, via the City’s website at [www.cityofmendota.com](http://www.cityofmendota.com), contacting City Hall at (559) 655-3291 during regular business hours, or by emailing [jennifer@cityofmendota.com](mailto:jennifer@cityofmendota.com).

The City will accept proposals until 5:00 p.m. on Friday, December 20, 2024. All proposals will be reviewed and evaluated by the City at Mendota City Hall (643 Quince Street, Mendota, CA 93640) following the proposal submittal deadline.

For all comments and inquiries regarding the RFP, please contact Jennifer Lekumberry, Director of Administrative Services/ Assistant City Manager at [jennifer@cityofmendota.com](mailto:jennifer@cityofmendota.com).



# **REQUEST FOR PROPOSALS FOR PERSONNEL RULES HANDBOOK REVISION SERVICES**

**REQUEST FOR PROPOSALS ISSUE DATE:**

Tuesday, November 19, 2024

**CONTACT PERSON:**

Jennifer Lekumberry, Director of Administrative Services/ Assistant City Manager  
Email: jennifer@cityofmendota.com  
Phone Number: (559) 655-3291

**PROPOSAL SUBMITTAL DUE DATE:**

Friday, December 20, 2024, by 5:00 p.m. at Mendota City Hall, 643 Quince Street,  
Mendota, CA 93640

**NOTE:**        **The postmark date of your submission will not constitute a timely delivery. Proposals received after the above time will not be considered. Respondents are solely responsible for ensuring timely receipt of their submitted proposals.**

**REQUEST FOR PROPOSALS CONTENTS:**

<b>Section 1</b>	Purpose of RFP and General Terms and Conditions	Page 4
<b>Section 2</b>	Schedule of Events	Page 12
<b>Section 3</b>	Scope of Work	Page 13
<b>Section 4</b>	Proposal Specifications and Requirements	Page 15
<b>Exhibit "A"</b>	Draft Form of Agreement (to be completed, negotiated, and executed upon award – see Section 1.14)	

# **SECTION 1**

## **PURPOSE OF REQUEST FOR PROPOSALS AND GENERAL TERMS AND CONDITIONS**

### **1.0 PURPOSE OF THIS REQUEST FOR PROPOSALS (“RFP”)**

The City of Mendota (“City”) is requesting proposals from qualified parties (“Respondent(s)” or “Consultant(s)”) to review and update the City’s Personnel Rules Handbook (the “Project”).

### **1.1 QUESTIONS REGARDING THE RFP**

Any questions, interpretations, or clarifications, whether administrative or technical, regarding this RFP and its accompanying materials must be submitted to the Contact Person in writing prior to the date indicated in Section 2. Such inquiries may be submitted via email or via delivery of a hard copy to the Contact Person at:

Jennifer Lekumberry  
Director of Administrative Services/ Assistant City Manager  
643 Quince Street  
Mendota, CA 93640  
jennifer@cityofmendota.com

All pertinent questions will be answered in writing and conveyed to all known Respondents.

**NOTE: Respondents and their agents are specifically directed not to contact any City personnel, other than the Contact Person indicated above, for any purpose related to this RFP before the submittal deadline. Unauthorized contact with City personnel may be cause for rejection of a Respondent’s submission.**

**Oral statements concerning the meaning or intent of this RFP and its accompanying materials issued by any person are unauthorized, invalid, and cannot bind the City.**

### **1.2 ERRORS AND OMISSIONS**

This RFP cannot identify each specific, individual task required to implement this Project. The City relies on the professionalism and competence of Respondents to be knowledgeable of the general areas identified in the scope of work and to include in their proposals all materials, equipment, required tasks and subtasks, personnel commitments, man-hours, labor, direct and indirect costs, etc. Respondents shall not take advantage of any errors and/or omissions in this RFP document and its accompanying materials to the City’s detriment. Where such errors or omissions are discovered, the City will issue revised instructions in the form of an addendum. The City reserves the right to remedy any technical errors in the RFP and its accompanying materials.

### **1.3 ADDENDA**

The City may modify this RFP, any of its key action dates, and/or any of its exhibits prior to the submission deadline. Addenda will be numbered consecutively as a suffix to the RFP Reference Number. It is the Respondents' responsibility to ensure they have incorporated all addenda into their submissions. Failure to acknowledge and incorporate addenda requirements into a submission will not relieve the Respondents of the responsibility to meet all terms and conditions of the RFP for their submission to be considered.

### **1.4 SUBMISSION OF PROPOSAL**

Proposals will only be accepted on or before the date and time indicated in the Schedule of Events (Section 2) in accordance with the Proposal Specifications and Requirements (Section 4), as may be amended by addenda issued by the City.

### **1.5 RESPONDENTS' COSTS**

Costs for the preparation and submission of proposals are the sole responsibility of each Respondent. The City will not be responsible for costs Respondents incur during the preparation and submission of proposals under any circumstance.

### **1.6 EXCEPTIONS**

If a Respondent takes exception to any part of these specifications, as written or as amended by any addenda, or the Draft Form of Agreement attached hereto as Exhibit "A," they must do so in writing prior to the submission deadline. Said exceptions must be submitted prior to or alongside the Respondent's proposal to be effective. Failure to do so will be construed as an acceptance of all items within the specifications listed in the RFP and the Draft Form of Agreement.

### **1.7 NOTICE REGARDING CALIFORNIA PUBLIC RECORDS ACT**

Once received by the City, all submissions will become the exclusive property of the City. The City reserves the right to make use of any information or ideas contained in any submission.

Any information contained within a submission in response to this RFP shall become a public record subject to all applicable disclosure and inspection laws, except to the extent the Respondent specifically and justifiably designates trade secrets or other confidential or proprietary information therein and plainly marks such information as "Trade Secret," "Confidential," or "Proprietary." Materials within a submission that Respondents designate as proprietary or confidential information shall be clearly marked and readily separable from the remainder of the submission in order to facilitate public inspection of the non-confidential portions thereof.

Prices, makes, models, or catalog numbers of items offered; deliverables; and/or terms of payment shall be publicly available information regardless of any designation to the contrary by a Respondent. **A blanket confidentiality statement or the marking of each page of a submission as confidential shall not be deemed sufficient notice of the Respondent's exception. Each Respondent must specifically label only those provisions of their submissions which are actually "Trade Secrets," "Confidential," or "Proprietary" in nature.**

The City will endeavor to restrict the distribution of materials properly designated as confidential or proprietary to only those individuals involved in the City's review and analysis of the submissions; however, the City shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof if disclosure is required or otherwise permitted under the California Public Records Act (Gov. Code, § 7920.000, et seq.) or other applicable laws.

**If any information or materials in any submission are labeled confidential by a Respondent, the submission shall include the following clause:**

*To the greatest extent allowed by law, [Respondent's Name] shall indemnify, defend, and hold harmless the City of Mendota, and each of its officers, agents, and employees from and against any request, action, or proceeding of any nature and any damages or liability of any nature, including, but not limited to, attorneys' fees, arising out of, concerning, or in any way involving the City of Mendota's maintenance of any materials or information in this submission that [Respondent's Name] has labeled as confidential, proprietary, or otherwise not subject to disclosure as a public record pursuant to the California Public Records Act (Government Code section 7920.000, et seq.).*

## **1.8 MODIFICATIONS**

The City reserves the right to modify any of the dates contained in the Schedule of Events (Section 2). The City reserves the right to request additional information from any Respondent and to waive any of the specifications and requirements contained herein.

The City reserves the right to issue subsequent RFPs, to modify any requirements contained within the RFP, and to request revised submittals from Respondents. Addenda issued by the City interpreting or changing any of the items herein shall be incorporated in Respondents' revised submissions.

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP or its accompanying materials, said Respondent shall immediately notify the designated Contact Person of such error in writing and request clarification or modification of the RFP document. Modifications will be made by written addenda issued to all parties in receipt of this RFP.

If a Respondent fails to notify the designated Contact Person prior to the date fixed for the submission of proposals of a known error in the RFP, or an error that reasonably should have been known, said submission shall be at the party's own risk. If such a Respondent's submission is selected, they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

Any oral communications by the City's designated Contact Person or any other City staff member concerning this RFP are not binding on the City and shall in no way modify this RFP or the obligations of the City or any Respondents.

## **1.9 REJECTION OF PROPOSALS**

In its sole discretion, the City reserves the right to reject any or all submissions, in whole or in part, and may waive any irregularities or informalities in any submission when such action is considered to be in the best interest of the City.

All submissions received after the designated submission deadline shall be considered nonresponsive and shall be rejected.

The City may make investigations as deemed necessary to determine the ability of Respondents to perform the work, and Respondents shall furnish all such information and data for this purpose as may be requested by the City. The City reserves the right to reject any submission if the evidence submitted by, or investigation of, such Respondents fail to demonstrate they are properly qualified to carry out the obligations of the Project.

## **1.10 CANCELLATION**

This solicitation does not obligate the City to enter into an agreement at the conclusion of this process. The City retains the right to cancel this RFP at any time and for any reason, including, but not limited to, the Project being canceled, loss of funding, or a cancellation deemed in the best interest of the City. No obligation, either expressed or implied, exists on the part of the City to make an award or to pay any cost Respondents incurred in the preparation of a submission in response to this RFP.

## **1.11 INSURANCE REQUIREMENTS**

The City requires certificates of insurance from the selected Respondent, prior to commencement of any work, that meets the following requirements:

### **A. Commercial General Liability**

1. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply

separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

2. Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided to the City.
3. Coverage shall state that Consultant insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Coverage shall contain a waiver of subrogation in favor of the City.

**B. Business Automobile Liability**

1. Consultant shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than one million dollars (\$1,000,000) per accident.

**C. Workers' Compensation and Employers' Liability**

1. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to the City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

**D. All Coverages**

1. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
2. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
3. Evidence of Insurance - Prior to commencement of work, the Consultant shall furnish the City with certificates, additional insured

endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Consultant must agree to provide complete, certified copies of all required insurance policies if requested by the City.

4. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.

## **1.12 DISPUTES/PROTESTS**

The City encourages Respondents to resolve issues regarding the RFP's requirements or the procurement process through written correspondence and discussions with the Contact Person during the period in which clarifying addenda may be issued to all Respondents.

Respondents may request a review of the RFP's requirements, or their disqualification as outlined herein. Respondents may make such a request by submitting a written request to the Contact Person completely detailing the specific facts supporting their request. This request may be submitted to the Contact Person via email or registered mail and must be received by the Contact Person within five (5) calendar days of the RFP's response deadline.

Unless State or federal statutes or regulations provide otherwise, the grounds for review of any determination or action by City staff shall be limited to the following: (1) review of the RFP's requirements; or (2) review of a Respondent's disqualification. The resulting decision of this review process is a final determination which will be issued to the Respondent in writing.

Throughout any review process of this kind, the City has no obligation to delay or otherwise postpone a final award. In all cases, the City reserves the right to make an award when it has determined it is in the best interest of the City to do so.

## **1.13 EVALUATION OF PROPOSAL SUBMISSIONS & CONTRACT NEGOTIATION**

Following the deadline for the proposal submissions, the City will review all timely submitted proposals to ensure their compliance with all of the requirements of the RFP, any addenda thereto, and based on the applicable provisions contained in Chapter 2.48 of the Mendota Municipal Code ("MMC").

The City will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP. All responsible and responsive proposals will be evaluated using the evaluation criteria listed below. Additionally, all responsive proposal submissions will be evaluated based on the information and criteria described in Section 4 of this RFP.

Following the City's review and evaluation of all proposal submissions, the City will invite the most qualified and responsive proposals (a minimum of three (3)) to participate in contract negotiations. Negotiations will be conducted individually with each such

Respondent. All elements of the negotiation process shall be documented by the City. Responsible Respondents shall be accorded fair and equal treatment with respect to opportunities for discussion and revision of their proposals, if any. Written revisions may be permitted prior to a final award of the contract for the purpose of obtaining the best final offer.

#### **1.14 AWARD OF CONTRACT**

An award, if any, will be to the Respondent whose proposal is determined to be the most advantageous to the City, taking into consideration price and the criteria established for evaluation, as set forth in this RFP.

A formal award of the contract, if any, will be considered and made by the City Council during a noticed meeting. If asked to present their proposal(s) to the City Council, Respondent(s) should be prepared to discuss the proposal in detail and to answer questions from the City Council and staff.

#### **1.15 CONTRACT DOCUMENTS**

In the event of a conflict between documents the following order of precedence shall apply:

1. Agreement
2. RFP with any of its accompanying addenda
3. Respondent's Proposal

#### **1.16 EXECUTION OF THE AGREEMENT**

The selected Consultant will be required to execute an agreement similar to the documents attached hereto as Exhibit "A." If a Consultant wishes to modify any of the terms of the agreement, please include the suggested modifications and reason(s) for the changes in the proposal. No agreement may become effective or bind the City until a written contract is approved by the City and signed by both the City and the selected Respondent. Respondents' submissions must identify and provide the contact information of the individual within their organization who is authorized to negotiate the terms and conditions of any agreement with the City.

Where applicable, compensation shall be subject to negotiation. If an agreement cannot be reached with the selected Respondent, negotiations shall be terminated, and negotiations may be initiated with the next best qualified and capable Respondent. The renewal, extension, or amendment of an existing contract with professional services providers shall not require a new competitive process except upon order of the City Council.

The agreement shall be signed by the selected Respondent and returned, along with the required attachments to the City's Contact Person within five (5) business days from the City's award of the contract and approval of the agreement. This period for execution may be extended by mutual, written agreement of the parties. Any work performed prior to receipt of a fully executed agreement shall be at the Respondent's own risk.



### **1.17 FAILURE TO EXECUTE THE AGREEMENT OR SATISFY REQUIREMENTS**

Failure to execute an agreement within the timeframe above shall be sufficient cause for the City to void the award to the selected Respondent. A Respondent's failure to comply with any other requirements within the applicable time(s) shall constitute a failure to execute an agreement. If the selected Respondent refuses or fails to execute an agreement or satisfy all of its requirements, the City may award the agreement to the next best qualified and capable Respondent. Nothing in this provision shall limit the authority of the City to select multiple Respondents for an award.

### **1.18 NON-ENDORSEMENT**

If a submission is accepted, the selected Respondent shall not issue any news releases or other statements pertaining to the award or servicing of the agreement which state or imply the City's endorsement of the Respondent's services unless permission to do so is granted by City officials in writing.

### **1.19 CONFLICT OF INTEREST**

Respondents shall immediately notify the City, in writing, of any potential or actual conflicts of interest that arise or exist between or among the City and any other persons and/or entities for whom Respondents provide services.

The City may require a Statement of Economic Interests (Form 700) from any Respondent who is involved in the making, or participates in the making, of decisions which may foreseeably have a material effect on any City-designated party's financial interest. (See Gov. Code, §§ 82019, 82048; Gov. Code, § 1090, et seq.) The City reserves the right to prohibit participation by the Respondent in submitting a proposal for or providing services, goods, or supplies, or any other related action, which is required, suggested, or otherwise deemed appropriate in the end product of the contract.

### **1.20 SEVERABILITY**

If any part of this RFP is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this RFP. The City may proceed with any related award process as if such invalid portion hereof had been deleted.

## SECTION 2 SCHEDULE OF EVENTS

<b>Release of RFP</b>	Tuesday, November 19, 2024
<b>Last Day for Submission of Questions</b>	Monday, December 02, 2024 by 5:00 p.m. <i>Questions may be submitted to Jennifer Lekumberry at jennifer@cityofmendota.com</i>
<b>City Response to Submitted Questions via Addendum</b>	Friday, December 06, 2024 by 5:00 p.m.
<b>Deadline for Proposal Submissions</b>	Friday, December 20, 2024 by 5:00 p.m. at Mendota City Hall 643 Quince Street Mendota, CA 93640
<b>Proposal Review Expected to be Complete</b>	Monday, January 6, 2025
<b>Tentative Contract Award</b>	Tuesday, January 21, 2025
<b>Tentative Start Date</b>	To Be Determined

**NOTE:** All dates listed above are subject to change and may be adjusted at the City's discretion.

## **SECTION 3 SCOPE OF WORK**

### **3.0 INTRODUCTION**

#### **A. About Mendota**

The City of Mendota (“City”), incorporated in 1942, is a general law city. The City is governed by a five-member City Council, whose members are elected at large and operate under a Council-City Manager form of government. Mendota is a full-service city located on the west side of Fresno County. It is approximately 45 miles west of Fresno, the 5th largest city in California, and 20 miles east of Interstate 5, the main north-south link between Los Angeles and San Francisco. Mendota is a growing rural community with quality parks, an excellent school district, affordable housing, and a community rich in volunteerism and civic engagement. The City of Mendota has a residential population of approximately 11,500.

### **3.1 PROJECT INFORMATION**

#### **A. Project Description/Background**

The City of Mendota (“City”) is requesting proposals from qualified parties (“Respondent(s)” or “Consultant(s)”) to complete a comprehensive review and revision to the City's Personnel Rules Handbook. As a part of this RFP, it is expected that any recommended and/or existing personnel policies be simplified, deconflicted, updated, rendered best practice and in compliance with FSLA and applicable California Laws. It is also expected that training to all supervisors on interpreting and implementing the updated personnel policies will be included to ensure that there is a shared understanding and consistency throughout the organization.

### **3.2 SCOPE OF SERVICES**

The City is seeking consultant(s) with expertise in municipal personnel rules administration to assist in reviewing and updating the City’s Personnel Rules Handbook. The scope of work outlined below is intended to serve as a guideline, and respondents are encouraged to propose alternative or additional strategies that they believe would enhance the project.

The primary objectives of this project are as follows:

#### **1. Review and Evaluation:**

- Conduct a thorough review of the City’s current Personnel Rules Handbook.
- Identify which policies are mandated by federal and state law.
- Evaluate the policies for clarity, consistency, and flexibility while ensuring they align with best practices and minimize potential legal risks.
- Identify and address any conflicting or redundant policies within the manual.
- Compare the existing Personnel Rules Handbook to those of other California municipalities to identify areas for improvement and ensure the City's policies

reflect current best practices.

## 2. Policy Recommendations:

- Consultant will prepare a draft written report describing the Personnel Rules Handbook review process, methodology, findings, and recommendations to the City Manager and City Council.
- Provide specific recommendations to simplify and streamline the policies, making them easier to understand and implement, while ensuring they remain legally compliant and protect the City from liability.
- Make recommendations to ensure policies are consistent across departments and adaptable to future changes in the workforce or legal landscape.
- Address the need for any amendments, updates, new additions, or replacements to the existing Personnel Rules Handbook, including but not limited to the following areas:
  - Personnel System
  - Personnel Recruitment and Terms of Employment
  - Changes in Employment Status
  - Leave of Absence and Disability Accommodations
  - Disciplinary Actions
  - Layoff Procedures
  - Grievance Procedures
  - Prevention of Harassment
  - Substance Abuse Policy and Testing
  - Safety
  - Miscellaneous
  - Employer-Employee Relations

## 3. Training:

- Once the revised Personnel Rules Handbook has been finalized, consultant will provide training for supervisors and key personnel on the updated policies to ensure proper understanding and implementation across the City.

## 4. Ongoing updates:

- The City is also interested in an optional add-on to the contract, whereby the consultant would provide ongoing updates to the Personnel Rules Handbook on an annual basis, or sooner if significant legal changes occur that necessitate revisions to the handbook. This additional service would ensure that the handbook remains current and compliant with evolving laws and regulations.

## **SECTION 4 PROPOSAL SPECIFICATIONS AND REQUIREMENTS**

### **4.1 PROPOSAL SPECIFICATIONS AND REQUIREMENTS**

In order to be considered, all Respondents must ensure that their proposals meet, at a minimum, all proposal specifications and content requirements listed in Section 4 and in this RFP. Failure to meet any proposal specifications or content requirements may result in the rejection of a proposal.

### **4.2. PROPOSAL CONTENTS**

Proposals shall be organized and submitted with the following elements:

- A. Title Page. Title page showing the request for proposals' subject; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.
- B. Table of Contents. Each proposal shall include an index or table of contents referring to the major topics contained in the proposal and all pages shall be numbered.
- C. Letter of Transmittal. Describe your interest in and commitment to providing firm services for the City of Mendota.
  - 1. This Letter of Transmittal must state that the proposal is valid for a minimum of sixty (60) calendar days from the date of the submission deadline.
  - 2. If Respondent is not an individual, an officer of Respondent firm who is authorized to contractually bind the firm and to negotiate a contract with the City shall sign the Letter of Transmittal. Provide the name, title, address, email, and telephone number for this person.
  - 3. Provide the name, title, address, email, and telephone number of the key contact for the Respondent during the RFP and award process.
- D. Company Information. Provide the following information related to the company:
  - 1. Key Personnel. Describe the staffing model your firm will use to fulfill the Scope of Work. Describe the qualifications or provide the resume(s) of the key personnel proposed for the Project, their position(s) in the firm, and their types and amounts of equivalent experience.
  - 2. Qualifications and Experience. Describe your firm's qualifications to complete the requested Scope of Work. Explain why your firm is the best to deliver this Scope of Work and provide examples of your firm's work.

3. References. List the name, address, and telephone number of references from at least three (3) recent similar projects. Include a brief description of the work provided for each reference. California municipal or county projects are preferred. You may offer more than three (3) recent similar projects if desired.

E. Proposal/Response to Scope of Services

1. Project Approach, Methodology, and Timeline. Describe the approach/methods and provide an implementation plan/timeline by which the firm will fulfill all of the services requested in Section 3.2 of this RFP. The description should have sufficient detail to understand how the Scope of Services will be accomplished.
2. Cost Proposal. Provide a complete outline of the costs associated with each of the Project tasks listed in Section 3.2.

The cost proposal should include firm costs and any ancillary costs including, but not limited to, travel costs. The total project cost submitted by the firm shall include all possible costs, including, but not limited to, overhead, contingencies, travel, in-house reproduction, local communications, and any costs related to satisfying insurance requirements and the City's business license.

Include billable rate for optional additional services that may be requested during the project or after final acceptance.

3. Acceptance of the Terms of the RFP. Affirm acceptance of the terms of the RFP and the requirements therein, including those listed in Section 4.3.

#### **4.3 REQUIRED FORMS**

The Respondent who is awarded a contract will be required to provide Certificates of Insurance evidencing required coverage types and the minimum limits as described in Section 1.11 of this RFP. Respondents must acknowledge and accept this requirement in their proposals.

The Respondent who is awarded a contract will be required to obtain and maintain an active City of Mendota business license throughout the contracted period. The cost of this item shall be included in the total proposal price. The Respondent who is awarded a contract must also provide a completed IRS Form W-9. Respondents must acknowledge and accept these requirements in their proposals.

#### **4.4 PROPOSAL SUBMISSION REQUIREMENTS**

The City will accept sealed proposal submissions until 5:00 p.m. on Friday, December 20, 2024.

Respondents must provide an electronic copy of the proposal on a thumb drive or via email to [jennifer@cityofmendota.com](mailto:jennifer@cityofmendota.com) with the subject line "Personnel Rules Handbook Revision Services – RFP No. 24-03".

Respondents must also submit three (3) bound hard copies of their proposals to the address provided below. Each proposal must be submitted in a sealed envelope, addressed to the Contact Person below. Proposals may be mailed, or hand delivered to Mendota City Hall, 643 Quince Street, Mendota, California 93640.

Each sealed envelope must be clearly marked on the outside with the following information:

***Personnel Rules Handbook Revision Services – RFP No. 24-03***

***City of Mendota***

***Attn: Jennifer Lekumberry, Director of Administrative Services/ACM***

***643 Quince Street***

***Mendota, CA 93640***

***Proposal Deadline: December 20, 2024 at 5:00 p.m.***

***DO NOT OPEN UNTIL DEADLINE***

Late submissions will not be accepted. Faxed submissions will not be accepted. Submissions submitted only electronically will not be accepted.

**Exhibit "A"**

**DRAFT AGREEMENT**



**AGREEMENT BETWEEN THE CITY OF MENDOTA AND [INSERT NAME]  
FOR RECORDS MANAGEMENT CONSULTING SERVICES**

This Agreement (“**Agreement**”) is made and entered into on XXXXX XX, 2024 (the “**Effective Date**”) by and between the City of Mendota, a municipal corporation organized under the laws of the State of California with its principal place of business at 643 Quince Street, Mendota, California 93640 (the “**City**”), and [NAME], a(n) [CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP, OTHER LEGAL ENTITY, OR INDIVIDUAL] with its principal place of business at [REDACTED] (the “**Contractor**”). The City and Contractor are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**” herein.

**RECITALS**

**A.** The City desires to engage Contractor to render services to the City in connection with the reviewing and updating the City’s Personnel Rules Handbook (the “**Project**”) as set forth in this Agreement and RFP No. 24-03 materials issued on November 19, 2024.

**B.** Contractor desires to perform and assume responsibility for providing certain services required by the City on the terms and conditions set forth in this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

**1. Incorporation of Recitals.** The Recitals above are an integral part of this Agreement and are incorporated by this reference as though fully set forth herein.

**2. City’s Representative.** The City designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement (“**City’s Representative**”). The City’s Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

**3. Contractor’s Representative.** Contractor designates [REDACTED], or his or her designee, to act as its representative for the performance of this Agreement (“**Contractor’s Representative**”). Contractor’s Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor’s Representative shall supervise and direct the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

**4. Services.** Contractor shall furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the personnel rules handbook revision consulting services necessary for the Project (the “**Services**”) as more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto, and all applicable local, state, and federal laws, rules, and regulations. Contractor represents that: (i) it is qualified to undertake the Services; (ii) it possesses the means and resources required in order to perform the Services in compliance with the terms and conditions of this Agreement; (iii) the Services will be performed in a manner consistent with that level of skill and care ordinarily exercised by other qualified providers of services, work, or products of the type contemplated herein; (iv) it is experienced in providing services to public clients; (v) it and its employees or subcontractors have all necessary licenses and permits to perform all required services in California; (vi) it is familiar with the City’s plans; and (vii) in the performance of the work and preparation of any report, findings, recommendations, or other work product developed by Contractor pursuant to this Agreement, Contractor will not violate the intellectual property rights of others.

**5. Term; Time for Performance.** The term of this Agreement shall be from January 21, 2025 to [REDACTED], unless terminated earlier as provided in Section 8.

**6. Compensation.**

**6.1. Payment to Contractor.** In exchange for Contractor performing the Services in accordance with the terms and conditions of this Agreement, as more particularly described in Exhibit “A,” the City shall pay Contractor an amount not to exceed [REDACTED] Dollars (\$ [REDACTED]). Contractor shall invoice the City no more frequently than monthly for those Services actually performed. The above-referenced not-to-exceed amount of [REDACTED] Dollars (\$ [REDACTED]) is inclusive of all costs and expenses, including, but not limited to, travel and transportation costs and expenses, materials, equipment, overhead, taxes, and profit. Accordingly, Contractor shall not be entitled to reimbursement for travel and transportation time, costs, and/or expenses in addition to this not-to-exceed amount.

**6.2. No Additional Work and Compensation.** The Parties agree that Services performed during the term of this Agreement shall be performed under the terms of this Agreement and shall not entitle Contractor to any additional compensation. Contractor shall not perform, nor be compensated for, new work or services without written authorization from the City’s Representative. If, during the term of this Agreement, the City desires to retain Contractor to perform work or services determined by the City to be new work or services not covered by this Agreement, then a separate written agreement for new work or services must be executed by the Parties prior to performance of the new work or services.

**6.3. Contractor's Final Invoice.** Contractor's final invoice must be delivered to the City within thirty (30) days after the completion of the Services but in no case later than [REDACTED]. Contractor's failure to comply with this deadline shall result in Contractor permanently waiving the right to any amounts included on such final invoice.

**6.4. Effect of Payment of Final Invoice.** Acceptance by Contractor of final payment under this Agreement shall constitute a release of the City from all claims and liability to Contractor for payment hereunder, and for any additional compensation or payment relating to any and all things done or furnished in connection with this Agreement. However, final payment shall in no way relieve Contractor of liability for its obligations, or for faulty or defective work, discovered after final payment.

## **7. Responsibilities of Contractor.**

**7.1. Independent Contractor.** Contractor and any and all agents and/or employees of Contractor shall perform the Services as an independent contractor using its own tools and equipment, and not as an officer, employee, or agent of the City. Contractor shall control the manner and means of performing the Services, though the City retains the right to oversee Contractor's performance of the Services complies with the requirements of this Agreement. Contractor maintains its own business offices, complies with all applicable business license laws, customarily engages in an independently established business of the same nature as that involved in the work performed hereunder, can contract with other businesses to provide the same or similar services, maintains a clientele without restrictions from the City, and advertises and holds itself out to the public as available to provide the same or similar services as those required hereunder. Contractor warrants and represents that neither it nor any of its agents or employees is an employee of the City or any of its auxiliary organizations. Contractor will be reported to state and federal tax authorities as required by law and the City will not pay or withhold federal, state, or local income tax (except as may be required by applicable law) or other taxes of any kind in connection with the payments to Contractor hereunder, including, but not limited to: payroll taxes, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Contractor is independently responsible for payment of all applicable taxes.

**7.2. Disclaimer of Rights.** As an independent contractor, Contractor expressly disclaims all of the following and promises not to claim or sue the City for any such matters at any future date. The matters so disclaimed and waived are:

**7.2.1.** Any claim that Contractor (or any of its employees or agents) is or may become a probationary employee or an employee of any nature whatsoever of the City, except when affirmatively so employed under a subsequent written contract;

**7.2.2.** Any claim or assertion of a right to participate in the City's employee health and welfare benefit programs under the terms of this Agreement;

**7.2.3.** Any claim or assertion of a right to paid sick leave, vacation leave, or an entitlement to a leave of absence under the terms of this Agreement; and

**7.2.4.** Any claim or assertion that Contractor is or may be entitled to a statement of or a hearing on the issue of the reason for termination of this Agreement.

**7.3. Schedule of Services.** Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services as more particularly described in Exhibit "A". Contractor represents that it has the professional and technical knowledge, experience, and personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

**7.4. Conformance to Applicable Requirements.** All work prepared by Contractor shall be subject to the approval of City.

**7.5. Compliance with Laws.** Contractor shall, at its own cost and at all times during the term of this Agreement, comply with all applicable federal, state, and local laws, whether or not explicitly stated or incorporated within the text of this Agreement.

**7.6. Standard of Care.** Contractor shall perform all Services and work under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all of its employees, agents, and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Contractor represents that it, and all of its employees, agents, and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Contractor shall perform, at its own cost and expense, and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein.

**7.7. Period of Performance.** Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 5 ("**Performance Time**"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" and "B" attached hereto, or which may be provided separately in writing to Contractor by the City's Representative.

**7.8. Disputes.** Should any dispute arise regarding the true value of any work done, work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Services while said dispute is reviewed and decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

**7.9. Insurance.** Contractor shall not commence work for the City until it has provided evidence satisfactory to the City that it has secured all insurance required under Exhibit "B" (Insurance Requirements), attached hereto and incorporated herein by this reference. Contractor shall not allow any subcontractor to commence work until it provided evidence satisfactory to the City that it has secured all insurance required therein.

**7.10. Safety.** Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state, and federal laws, rules, and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

**7.11. Records; Right to Audit.** Contractor shall retain complete and accurate financial records, including, but not limited to, documents reports, books, and accounting reports that pertain to any work or transaction performed pursuant to this Agreement for a period of three (3) years after final payment under this Agreement or three (3) years after the resolution of all issues and disputes that may arise as a result of any litigation, claim, negotiation, or audit related to this Agreement, whichever is later. The City shall, with reasonable notice to Contractor, have access to and the right to examine, audit, and copy such records. The provisions of this Section shall survive any termination or expiration of this Agreement.

**7.12. Bonds.** *[intentionally omitted]*

**7.13. Labor Certifications.** Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules, and regulations affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Services. If Contractor performs any work knowing it to be contrary to such laws, rules, and regulations and without giving advance written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. The City is a public entity of the State of California subject to certain provisions of the California Health and Safety Code ("**Health & Safety Code**"), California Government Code ("**Government Code**"), California Public Contract Code ("**Public Contract Code**"), and California Labor Code ("**Labor Code**"). It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are made a part of this Agreement as though fully restated herein and Contractor shall comply with each such requirement. These include, but are not limited to: (i) payment of prevailing wages, if required; (ii) the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one (1) calendar day except as permitted by law, if required; and (iii) retention of accurate payroll records showing the name, address, social security number, work classification, straight time and overtime worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee of Contractor, if required. Contractor shall defend, indemnify, and hold the City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

**7.13.1. Employment Eligibility; Contractor.** By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with these requirements.

**7.13.2. Employment Eligibility; Subcontractors, Sub-subcontractors, and Consultants.** To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 7.13.

**7.13.3. Employment Eligibility; Failure to Comply.** Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (i) failure of Contractor or its subcontractors, sub-subcontractors, or consultants to meet any of the requirements provided for in Section 7.13 and its subparts; (ii) any misrepresentation or material omission concerning compliance with such requirements; or (iii) failure to immediately remove any person found not to be in compliance with such requirements from the Project.

**7.14. Labor Code Requirements.** [*intentionally omitted*]

**7.15. Wage Theft Prevention.**

**7.15.1.** Contractor, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state, and local wage and hour laws, including, but not limited to, the Federal Fair Labor Standards Act and the Labor Code.

**7.15.2.** BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONTRACTOR OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION, OR ORDER, OR, IF ANY JUDGMENT, DECISION, OR ORDER HAS NOT BEEN FULLY SATISFIED, CONTRACTOR AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION, OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

**7.15.3.** If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Contractor or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Contractor shall inform the City no more than fifteen (15) calendar days after the judgment, decision, or

order becomes final or from the date of learning of the final judgment, decision, or order. Contractor or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either: (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of the satisfaction; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision, or order. If Contractor or its subcontractor is subject to a payment or other alternative plan, Contractor or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision, or order has been fully satisfied.

**7.15.4.** For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

**7.15.5.** Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

**7.15.6.** Notice provided to the City under this Section shall be addressed to:

Attention: City Manager  
643 Quince Street  
Mendota, CA 93640  
[cristian@cityofmendota.com](mailto:cristian@cityofmendota.com)

The Notice provisions of this Section are separate from any other notice provisions in this Agreement and only notice provided to the above address satisfies the notice requirements in this Section.

**7.16. Equal Opportunity Employment.** Contractor represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment in compliance with the Fair Employment and Housing Act (Gov. Code, §§ 12940, et seq.), which protects persons from discrimination on the basis of the following characteristics which include, but are not limited to: race (including hairstyle and hair texture), creed (including dress and grooming practices), religion, color, national origin (including language restrictions), ancestry, sex (including gender identity and expression, sexual harassment, and pregnancy, childbirth, breastfeeding, or related medical conditions), reproductive health decision making, Pregnancy Disability Leave, sexual orientation, genetic information, physical or mental disability, age, reproductive loss leave, military or veteran status, participation in an Equal Employment Opportunity protected activity, Family Care and Medical Leave (related to



the serious health condition of an employee or family member, child bonding, or military exigencies), association with a member of a protected class, bereavement leave, and/or marital status. Such nondiscrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

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

**7.18. Air Quality.** [*intentionally omitted*]

**7.19. Water Quality.** [*intentionally omitted*]

## **8. Termination.**

**8.1. Grounds for Termination.** The City may terminate all or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to the City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement without cause.

**8.2. Effect of Termination.** If this Agreement is terminated, City may require Contractor to provide all finished or unfinished documents, data, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and information within fifteen (15) days of a written request from the City.

**8.3. Additional Services.** In the event this Agreement is terminated, the City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

**8.4. Agreement Subject to Appropriation of Funds.** Contractor understands and accepts that at all times, this Agreement is subject to appropriation of funds by the City Council. The Agreement may terminate without penalty, liability, or expense of any kind to the City at the end of any fiscal year if funds are not appropriated for the Project in the next fiscal year. If funds are appropriated for a portion of the fiscal year, the Agreement will terminate, without penalty, liability, or expense of any kind at the end of the term for which funds are appropriated. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other agreements. The City's budget decisions are subject to the discretion of the City Council. Contractor's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This Section controls against all other provisions of this Agreement.

**9. General Provisions**

**9.1. Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other addresses as the Parties may provide in writing for this purpose:

**Contractor:**

[Contractor]  
Attn: [Contact Person Name]  
[Address Line 1]  
[Address Line 2]  
[Email Address]

**City:**

City of Mendota  
Administrative Services Department  
Attn: Jennifer Lekumberry  
643 Quince Street  
Mendota, CA 93640  
jennifer@cityofmendota.com

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.

**9.2. Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors, or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of Contractor's Services, the Project, and/or this Agreement, including, without limitation, the payment of all consequential damages, expert witness fees, and attorneys' fees and other related costs and expenses. This Section shall survive the expiration or termination of this Agreement.

**9.3. Governing Law, Jurisdiction, and Venue.** This Agreement shall be construed and governed by the laws of the State of California. The Parties agree that any dispute which may arise between them in connection with this Agreement shall be adjudicated before a federal or state court located in Fresno County, California, and they hereby irrevocably submit to the exclusive jurisdiction of such federal and state courts located in Fresno County, California with respect to any action or legal proceeding commenced by any Party. The Parties irrevocably waive any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum.

**9.4. Government Claim Requirements.** In addition this Agreement's requirements pertaining to notices and requests for compensation or payment for work, extra work, disputed work, claims, and/or changed conditions, Contractor shall also comply with the claim procedures set forth in Government Code section 900 et seq., prior to filing any lawsuit against the City. Such claims, and any subsequent lawsuit based upon those claims, shall be limited to those matters that remain unresolved after all procedures pertaining to work, extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no claim is submitted as required by Government Code section 900 et seq., or if any prerequisite requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a lawsuit against the City.

**9.5. Time of the Essence.** Time is of the essence for each and every provision of this Agreement.

**9.6. City's Right to Employ Other Contractors.** The City reserves right to employ other contractors in connection with this Project.

**9.7. Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the Parties.

**9.8. Subcontracting; Assignment.** Except as otherwise stated in this Agreement, Contractor shall perform all Services and work required on its part under this Agreement using only resources available within its own organization. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written approval of the City, which may be granted or denied in the City's sole discretion. Assignment of this Agreement or an attempted assignment of this Agreement by Contractor without the advance written consent of the City shall constitute a material breach of this Agreement and entitle the City to exercise any and all rights provided by this Agreement and/or law for such material breach.

**9.9. Construction; References; Captions.** The language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or a period for performance shall be deemed calendar days, not business days, unless otherwise stated herein. All references to Contractor include Contractor's personnel, employees, agents, and subcontractors, except as otherwise specified herein. All references to the City include its officials, officers, employees, agents, and volunteers except as otherwise specified herein. The captions of this Agreement's various Sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

**9.10. Amendment; Modification.** This Agreement may be amended or modified only by a written instrument executed by the Parties.

**9.11. Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other condition of this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

**9.12. No Third-Party Beneficiaries.** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties under this Agreement. Nothing in this Agreement shall create any third-party beneficiary rights in any person or entity not a Party hereto.

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

**9.14. Conflict of Interest.** Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Contractor warrants that it has neither paid nor agreed to pay any entity or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the Project award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in connection with the performance of the Services. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with the City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**9.15. Cooperation; Further Acts.** To the extent allowed by law, the Parties shall fully cooperate with one another and shall take any additional acts or sign such additional documents as may be necessary, appropriate, and convenient to facilitate the purposes of this Agreement.

**9.16. Attorneys' Fees and Costs.** If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover its attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction from the losing Party.

**9.17. Authorization.** Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

**9.18. Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

**9.19. Entire Agreement.** This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. There are no other understandings, agreements, representations, or warranties, express or implied, not specified in this Agreement. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement, understands the Agreement, and agrees to be bound by its terms and conditions.

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement as of October 15, 2024.

*[SIGNATURES ON FOLLOWING PAGE]*

**CITY OF MENDOTA**

**[CONTRACTOR]**

Approved By:

\_\_\_\_\_

\_\_\_\_\_  
Cristian Gonzalez  
City Manager

\_\_\_\_\_  
Signature

Attest:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Celeste Cabrera-Garcia  
City Clerk

\_\_\_\_\_  
Title

Approved As To Form:

\_\_\_\_\_  
John Kinsey  
City Attorney

## EXHIBIT A

**\*\*\*INSERT CONSULTANT PROPOSAL\*\*\***

## EXHIBIT B

### INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Each category of insurance that has an “X” indicated in the space applies to Contractor’s Agreement.**

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors.

Contractor shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide the City Certificates of Insurance complete with copies of all required endorsements.

Contractor shall furnish the City with copies of original endorsements affecting coverage required by this Exhibit “B.” The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by the City before work commences. City has the right to require Contractor’s insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

### INSURANCE REQUIREMENTS

For purposes of this Section, “Vendor” shall be interchangeable with “Contractor.”

#### **X      CATEGORY 1**

##### **1)      Commercial General Liability**

- a) Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Vendor’s general liability policies shall be primary and shall not seek contribution from the City’s coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.
- b) Any failure to comply with reporting provisions of the policies by Vendor shall not affect coverage provided the City.



- c) Coverage shall state that Vendor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d) Coverage shall contain a waiver of subrogation in favor of the City.

**2) Business Automobile Liability**

- a) Vendor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than one million dollars (\$1,000,000) per accident.

**3) Workers' Compensation and Employers' Liability**

- a) Vendor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Vendor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

**4) All Coverages**

- a) Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- b) All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
- c) Evidence of Insurance - Prior to commencement of work, the Vendor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Vendor must agree to provide complete, certified copies of all required insurance policies if requested by the City.
- d) Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.

**\_\_\_\_\_ CATEGORY 2**

**1) Commercial General Liability**

- a) Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily

injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Vendor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

- b) Any failure to comply with reporting provisions of the policies by Vendor shall not affect coverage provided the City.
- c) Coverage shall state that Vendor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d) Coverage shall contain a waiver of subrogation in favor of the City.

## **2) Business Automobile Liability**

- a) Vendor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.

## **3) Workers' Compensation and Employers' Liability**

- a) Vendor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Vendor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

## **4) All Coverages**

- a) Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- b) All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
- c) Evidence of Insurance - Prior to commencement of work, the Vendor shall

furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Vendor must agree to provide complete, certified copies of all required insurance policies if requested by the City.

- d) Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.
- e) Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a “per subcontractor” or “per consultant” basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Vendor.

### **CATEGORY 3**

#### **1) Commercial General Liability**

- a) Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Vendor’s general liability policies shall be primary and shall not seek contribution from the City’s coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.
- b) Any failure to comply with reporting provisions of the policies by Vendor shall not affect coverage provided the City.
- c) Coverage shall state that Vendor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
- d) Coverage shall contain a waiver of subrogation in favor of the City.

#### **2) Business Automobile Liability**

- a) Vendor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than five million dollars (\$5,000,000) per accident.

**3) Workers' Compensation and Employers' Liability**

- a) Vendor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Vendor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

**4) All Coverages**

- a) Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- b) All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
- c) Evidence of Insurance - Prior to commencement of work, the Vendor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Vendor must agree to provide complete, certified copies of all required insurance policies if requested by the City.
- d) Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.
- e) Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Vendor.

**ANCILLARY COVERAGE REQUIREMENTS**

**1) \_\_\_\_\_ Aircraft Liability Insurance**

- a) Aircraft liability insurance coverage shall provide limits of \$5,000,000 - \$10,000,000 per accident.
- b) The policy shall be endorsed to include the City, its officers, employees, and agents as additional insureds.

**2) \_\_\_\_\_ Builders Risk Insurance**

- a) Contractor shall obtain and maintain Builders Risk/Course of Construction insurance. Policy shall be provided for replacement value on an "all-risk"

basis, including earthquake and flood. The City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) "Installation Floater" coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.

**3) \_\_\_\_\_ Cyber Liability Insurance**

- a) Cyber Liability Insurance with limits not less than \$1,000,000 per claim.
- b) Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.
- c) The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

**4) \_\_\_\_\_ Pollution Liability Insurance**

- a) Pollution Coverage shall be provided for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than two million dollars (\$2,000,000) per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.
- b) The policy shall be endorsed to include the City, its officers, employees, and agents as insureds.

**5) \_\_\_\_\_ Professional Liability Insurance**

- a) Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date

must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

**SURETY BONDS**

Contractor shall provide the following Surety Bonds:

\_\_\_\_\_ Bid Bond

\_\_\_\_\_ Performance Bond

\_\_\_\_\_ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the Agreement price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

## **EXHIBIT B**

City of Mendota  
Request for Proposals  
For Personnel Rules Handbook Revision Services

Liebert Cassidy Whitmore  
Michael Youril  
5250 North Palm Avenue, Suite 310  
Fresno, CA 93704  
559-256-7813  
December 18, 2024



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**A) Letter of Transmittal**

December 18, 2024

**VIA FEDERAL EXPRESS**

Ms. Jennifer Lekumberry  
Director of Administrative Services / Assistant City Manager  
Mendota City Hall  
643 Quince Street  
Mendota, CA 93640

**Re: *Liebert Cassidy Whitmore Response to City of Mendota Request for Proposal  
for Personnel Rules Handbook Revision Services***

Dear Ms. Lekumberry:

Thank you for the opportunity to submit a proposal to provide personnel rules handbook revision services to the City of Mendota. We appreciate our relationship with the City, in fact, in 2016, Liebert Cassidy Whitmore (“LCW”) performed the City’s updates to the personnel rules handbook, and welcome the opportunity to assist in this project. LCW is interested in and committed to provide services to the City of Mendota.

LCW has represented a variety of public entities and non-profit organizations in all aspects of employment law and labor relations since 1980. We have offices in Los Angeles, San Francisco, Fresno, San Diego, and Sacramento and have more than 100 attorneys on staff. We are proud of the depth of experience, varied personalities, and the diversity of skills our firm offers our clients. The attorneys with whom you will work are experts in and knowledgeable about public sector agencies and non-profit corporations. We regularly work with our clients to ensure that they have prompt, quality answers to their questions. We are a proactive firm and we believe in assisting our clients to avoid problems and disputes before they arise. Likewise we strive to minimize the costs to our clients.

In the last fiscal year alone, we reviewed and revised the personnel policies and procedures of over 40 public agencies. We are also pioneers in creating the Liebert Library, a digital resource for public employers that includes sample forms and checklists as well as comprehensive sample personnel policies with detailed commentary on the statute/reason the policy is recommended as well as tips on how to customize the policies to your specific agency and how to best implement them. The City of Mendota is currently a premium subscriber to the Liebert Library. This gives the City access to our Model Personnel Policies and will help the City with this project. In addition, as a member of ERMA, you may be eligible to have part of the cost of updating your policies reimbursed by various ERMA funds.

The enclosed proposal is valid for a minimum of sixty (60) calendar days from the date of the submission deadline of December 20, 2024. As Vice President and Firm Co-Managing Partner of the firm, I am authorized to bind the firm contractually. My contact information as well as the firm's contact information can be found at the top of this letter. The key contact during the RFP and the award process is Partner Michael Youril. Michael's contact information is 5250 North Palm Avenue, Suite 310, Fresno, CA 93704, [myouril@lcwlegal.com](mailto:myouril@lcwlegal.com), 559-256-7813.

Very truly yours,

LIEBERT CASSIDY WHITMORE



Melanie L. Chaney  
Vice President / Firm Co-Managing Partner

MC:nl

**B) Company Information**

1. Key Personnel

We recommend Partner Michael Youril, Senior Counsel Scott Fera and Associate Anthony Co be assigned to work together on this project for the City of Mendota. They have reviewed multiple handbooks and personnel rules for public agencies. The range of services have included complete rewrites and replacement, updates to existing policies, and legal updates for legislative changes. Michael, Scott and Antony can represent that they have collectively revised policies and handbooks for dozens of public agencies.

An attorney will be assigned to complete the updates in accordance with the timelines identified in our response. All Associate work will be reviewed by a Partner prior to being provided to the City. Our model allows us to staff assignments with attorneys with a lower hourly rate.

Below are excerpts from the professional resumes of each attorney, and the attorney's full resumes are included in addendum. Each excerpt describes that attorney's experience and qualifications.



**Michael Youril, Partner, Fresno Office**

JD, University of the Pacific, McGeorge School of Law  
BA, California State University, Sacramento

Michael provides legal counsel and representation to Liebert Cassidy Whitmore clients in matters pertaining to employment, labor and retirement law.

Michael has extensive experience in CalPERS, the '37 Act, and local retirement systems, including representing agencies in all aspects of the CalPERS audit and determination process, and in disability retirement proceedings. He regularly represents agencies before the Office of Administrative Hearings and various retirement Boards. He also litigates CalPERS determinations and disability retirement cases in superior court. Michael assists agencies in complying with retirement and health benefit laws.

In employment law, Michael handles cases involving discrimination, harassment, retaliation, wage and hour issues, FMLA/CFRA, and the Public Safety Officers Procedural Bill of Rights Act, representing clients in state and federal courts through all stages of litigation. He provides advice and counsel to employers regarding employee leave rights, engaging in the interactive process with disabled employees, and providing reasonable accommodations to disabled employees. Michael has also litigated several individual and collective action cases brought under the Fair Labor Standards Act.

Michael also represents employers at disciplinary hearings.



**Scott Fera**, Senior Counsel, Sacramento Office  
JD, Pepperdine University School of Law  
BA, The University of Michigan

Scott has over 20 years' experience serving in general advice and counsel roles within the public sector, nonprofits, and higher education. He is a former Deputy County Counsel for Sacramento County where he advised several boards and commissions and represented numerous county departments and special districts. Scott provides advise, counsel and training to our public agency clients in a wide range of matters including labor and employment.



**Anthony Co**, Associate, Fresno Office  
JD, University of California Davis School of Law  
BA, California State University, Fullerton

Anthony advises public agency clientele on all matters pertaining to employment and labor law.

Anthony brings valuable experience in employment law, gained through his internship at the Equal Employment Opportunity Commission, where he investigated claims at various stages of the charge process. He also interned with the California Department of Justice's Employment and Administrative Mandate Section, drafting motions and memoranda on employment-related matters. Additionally, Anthony provided support in ADA litigation and confidentiality statute cases during his internship at the U.S. District Court for the Central District of California.

## 2. Qualifications and Experience

Over the past fiscal year, we reviewed and updated the personnel policies and procedures for more than 40 public agencies. Additionally, we developed the Liebert Library, an innovative digital resource for public employers. This library features sample forms, checklists, and comprehensive personnel policies with detailed commentary on the underlying statutes and the rationale for each policy. It also includes practical guidance on customizing policies to meet the unique needs of each agency and effectively implementing them.

We constantly sharpen our expertise on personnel rule updates as a result of all of the other services we provide to our public agency clients. For example, our litigation and administrative hearings work informs how we can better update personnel rules because we see firsthand how outdated or ambiguous rules can cause liability. During our labor negotiations and grievance handling work, we spot ambiguous MOU provisions and

negotiate changes so each person reading the provision can clearly understand one single and legally compliant meaning. Our expertise on public retirement law allows us to advise our client agencies how to word rules and ordinances to avoid creating unintended vested rights and benefits. Our deep experience with wage and hour laws informs the way we review rules about compensation, overtime, alternate work weeks, and work schedules. Our experience in handling investigations and the public employee discipline process has taught us the importance of developing work rules and discipline procedures that provide clear notice to employees of prohibited behavior and that comply with all laws.

Over the last two years, Michael, Scott and Anthony have led policies reviews for more than 30 public agencies, including the representative list below:

- City of Burbank
- City of Dinuba
- City of Exeter
- City of Lindsay
- City of Lompoc
- City of Los Alamitos
- City of Morro Bay (currently in progress)
- City of Norco
- City of Rancho Santa Margarita
- City of Rohnert Park
- City of Shafter
- City of Sonoma
- City of South Pasadena
- City of St. Helena
- City of Tulare
- City of Tracy
- County of Humboldt
- County of Kings
- County of Siskiyou
- Madera County Mosquito & Vector Control District
- Mammoth Community Water District
- Monterey LAFCO
- Nevada Irrigation District
- Reclamation District 1000
- Sacramento Metro Cable Television Commission
- Sacramento Sewer District
- San Luis Water District
- Tehama City
- Town of Truckee
- Walnut Valley Water District

### **Other Audits**

In addition to reviewing and revising personnel policies, we also provide compliance reviews in other areas including:

- Wage and Hour / Fair Labor Standards Act Audits
- Labor Agreement / MOU and Collective Bargaining Audits
- Retirement and Benefits Audits
- Health Benefit Audits, including HIPAA and the Affordable Care Act
- Human Resources and Management Audits

3. References

We have done policy reviews and updates for the following clients:

Francesca Quintana  
City Clerk/Human Resources Manager  
City of Exeter  
559-592-9244 ext. 1001  
[fquintana@exetercityhall.com](mailto:fquintana@exetercityhall.com)

Chris Weibert  
Human Resources Manager  
Personnel Services Department  
Mammoth Community Water District  
760-934-2596, ext. 226  
[cweibert@mcwd.dst.ca.us](mailto:cweibert@mcwd.dst.ca.us)

Carol Chavolla  
Human Resources Director  
City of Shafter  
661-746-5041  
[cchavolla@shafter.com](mailto:cchavolla@shafter.com)

Shonna O'Neal  
Human Resources Director  
City of Tulare  
559-685-2300  
[soneal@tulare.ca.gov](mailto:soneal@tulare.ca.gov)

**C) Proposal / Response to Scope of Services**

1. Project Approach, Methodology, and Timeline

We provide both partial and full review and revision of personnel policies. Our work in this area consists of the following steps:

- a. Discussing with Agency staff the areas of the Personnel Rules Handbook requiring substantive revision.
- b. Reviewing existing Personnel Rules Handbook and any other needed documents (i.e. Collective Bargaining Agreements).
  - i. LCW will identify which policies are mandated federal and state law.



- ii. LCW will ensure the policies align with current best practices and minimize potential legal risks.
- c. Preparing a revised draft of the Personnel Rules Handbook (within 6 months of contract dates). The draft will be in the format you require, such as a draft that has deletions indicated by strike outs and new language indicated by highlights. The draft will either include annotations or a separate letter explaining major changes.
- d. Meet with Agency staff to present, review and discuss proposed changes to the Personnel Rules Handbook
- e. Revise Personnel Rules Handbook, if needed.
- f. Submit final Personnel Rules Handbook to the Agency.
- g. Optional add-on training, upon request. LCW can train key personnel on the updated policies to ensure proper understanding and implementation. LCW has been training public sector managers, supervisors, and employees since 1980 on all employment-related topics in a variety of dynamic in-person and on-line trainings. As a member of our Central Valley ERC, the City is familiar with the quality of our training program. We can bring that same quality in-house for the City – training the full workforce on the new handbook, identifying key updates and City procedures. We can work with you to craft a program that meets your needs.
- h. On-going updates: As a subscriber to the Liebert Library, the City has access to updated policies. The City can make these changes or work with LCW to update their policies. This can be done on an as needed basis or annually (which is when most policies are updated due to new legislation.).

We anticipate the following timeline, subject to the City’s availability and preferences. The timeline may be reduced if some dates policies are replaced using the Liebert Library Model Policies templates rather than redlining dated policies.

Within 14 Days of Award of Project:

- a) Conduct an initial meeting with City staff to discuss existing MOUs, Personnel Manuals, Administrative Policies, Employee-Employer Relations Resolution, At-Will Resolution, At-Will Ordinance, and other relevant documents, and identify with staff practices, observations, and any issues of concern.

Within 60 Days of Award of Project:

- a) Review and analyze City’s MOUs, Personnel Manuals, Administrative Policies, Employee-Employer Relations Resolution, At-Will Resolution, At-Will Ordinance and relevant documents to ensure compliance with federal and state laws, codes and regulations, and best management and personnel practices.
- b) Continue to communicate with City staff regarding any questions or issues that arise during the review and analysis process.

Within 90-120 Days of Award of Project:

- a) Prepare revised draft of Personnel Rules and Regulations.
- b) Conduct follow-up meeting with City staff to discuss LCW’s report and draft with comments and suggestions.
- c) Provide further revisions if necessary, following the meeting.
- d) Submit final Personnel Rules and Regulations to the City.
- e) Provide an executive summary and presentation for City Council.

2. Cost Proposal

**Hourly Billable Rates**

Pricing offered on a time-and-materials basis would be based on our firm’s hourly billable rates:

Partner Michael Youril .....	\$450
Senior Counsel Scott Fera.....	\$375
Associate Anthony Co .....	\$270

Invoices are payable upon receipt and due within 30 days.

A comprehensive personnel policy audit generally costs between \$25,000 - \$30,000. This is just an estimate – length of policy and last revision date could impact the estimate. Upon receipt of the existing Personnel Rules Handbook, we can provide a more detailed budget and timeline. The “review and evaluation” and the “policy recommendation” of the Personnel Rules Handbook will be billed hourly. We can also advise if it would be in the Agency’s financial favor to use the Liebert Model Personnel Policies as a starting point and customize from there. The cost to renew the Liebert

Library Premium subscription is \$1,000. The cost for optional customized training is based on the number of hours:

1 hour .....	\$1,275 - \$1,575
2 hour .....	\$2,000 - \$2,325
3 hour .....	\$2,250 - \$2,800
4 hour .....	\$2,800 - \$3,300
5 hour .....	\$3,100 - \$3,950
6 hour .....	\$3,400 - \$4,000
7 hour .....	\$4,000 - \$4,500
8 hour .....	\$4,500 - \$5,000

Travel one way .....	\$750 if more than 1.5 hour
Three month recording access.....	\$500

**Other Costs and Charges**

Unlike many firms, we do not bill for secretarial time or telephone charges. Documents are sent electronically unless specifically requested otherwise, or when electronic transmission is not an option. Copying is charged at fifteen cents (\$.15) per page. Additional prints, postage and special deliveries (i.e. Fed-Ex, UPS, DHL, messenger service), and other hired deliveries completed at the request of the client or necessary to comply with court or other deadlines will also be billed to the client.

Our firm bills for travel time at the attorney’s hourly rate - for the time it takes to travel from the office to our client and back, or the time it takes from the attorney’s residence to our client and back, whichever is less. Importantly, we do not double bill for our travel time; our travel billing is prorated by the time we spend on billable work for the agency or other clients, like phone calls and dictation.

**3. Acceptance of the Terms of the RFP**

We have reviewed the agreement and request the following redaction and additions to the indemnification selection noted in red:

**Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any **alleged acts, negligent acts,** errors, or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of Contractor’s Services, the Project,

and/or this Agreement, including, without limitation, the payment of all consequential damages, expert witness fees, and attorneys' fees and other related costs and expenses, **except such damage is caused by the sole negligence of the City or any of its officers, employees, servants, agents, successors or assigns**. This Section shall survive the expiration or termination of this Agreement.

We acknowledge the requirements therein if awarded a contract: to provide Certificates of Insurance evidencing required coverage types and the minimum limits as described in Section 1.11 of the RFP as well as to obtain and maintain an active City of Mendota business license throughout the contracted period. If awarded a contract, we will also provide a completed IRS Form W-9.

D) Addendums

# LCW

## Michael Youril

### Partner

559.256.7813

[myouril@lcwlegal.com](mailto:myouril@lcwlegal.com)



Michael provides representation and legal counsel to Liebert Cassidy Whitmore clients in matters pertaining to employment and labor law.

Michael has extensive experience in retirement law including CalPERS, the '37 Act, and local retirement systems. Michael represents agencies in all aspects of the CalPERS audit and determination process and in disability retirement proceedings. Michael regularly represents agencies before the Office of Administrative Hearings and various retirement Boards. He also litigates CalPERS determinations and disability retirement cases in superior court. Michael also assists agencies in complying with retirement and health benefit laws, including post-retirement work restrictions, independent contractor status, disability retirement, PEPRRA compliance, PEMHCA (i.e. CalPERS medical), health benefits for elected officials, and determining whether compensation is included or excluded from reporting for the purposes of determining pension benefits.

Michael also litigates employment law actions in state and federal courts through all stages of litigation. He regularly litigates cases involving discrimination, harassment, retaliation, whistleblower retaliation, due process, free speech retaliation, Public Safety Officers Procedural Bill of Rights Act, FMLA/CFRA, and wage and hour matters. Michael has also litigated several individual and collective action cases brought under the Fair Labor Standards Act.

Michael provides advice and counsel to employers regarding employee leave rights, engaging in the interactive process with disabled employees, and providing reasonable accommodations to disabled employees. Michael guides public agencies through the entire disability retirement process, including handling administrative hearings and writs of mandate concerning applications for disability retirement.

Michael also represents employers at disciplinary hearings.

## Professional Involvement

Michael is a member in good standing of the Fresno County Bar Association, California Bar Association, Labor and Employment Section and a member of the California Young Lawyers Association.

## Recognitions

Michael was selected as a Northern California *Super Lawyers* Rising Star in 2017 and 2020-2022.

## Expertise

- Employment Law
- Litigation
- Public Safety
- Retirement, Benefits, and Disability
- Wage and Hour

## Education

JD, University of the Pacific, McGeorge School of Law

BA, California State University, Sacramento

# Representative Matters

## Appellate

***Vallejo Police Officers Association v. City of Vallejo (2017)*** – Prepared an amicus brief on behalf of the League of California cities in support of the City of Vallejo in which the Court of Appeal agreed with the City and our position that employees do not have a vested right to particular retiree medical benefits contributions. This has statewide impact for all public employers who provide contributions towards the cost of retiree medical benefits.

***Keylon v. City of Dos Palos (2014)*** – The Fifth District Court of Appeal reversed a trial court decision that awarded approximately one year of back pay to a former Dispatcher.

## Litigation

***POA v. City (2024)*** – Convinced the superior court to dismiss, without leave to amend, a POA lawsuit alleging that the city had a legal obligation to pay out former officers' vacation and sick leave at their base rate plus incentive pays.

***Former Police Officer v. City (2023)*** – Convinced the Superior Court to dismiss a writ of mandate that a former officer filed because the officer's request for an appeal hearing was time-barred.

***DSA v. County (2023)*** – Defeated the DSA's writ to compel a charter county to comply with a voter initiative. LCW convinced the Superior Court that the initiative unlawfully required the county to set salaries based on the average of three neighboring counties in violation of the California Constitution, the Meyers-Milias-Brown Act, and the county charter.

***Yates v. Mammoth Community Water District (2016)*** – Mono County Superior Court sustained the District's Demurrer without leave to amend in this matter which alleged violations of Section 1983 retaliation, Unfair Business Practices and Malicious Prosecution.

***Graff, et al v. City of Tehachapi (2016)*** – The U.S District Court, Eastern District granted a motion to dismiss the City from all causes of actions (including Section 1983 First Amendment relation and CA Labor Code section 1102.5).

## Administrative Hearing

***Peace Officer v. City (2024)*** – Persuaded an arbitrator to uphold the termination of an officer who received a DUI with aggravating circumstances.

***Police Officer v. County (2022)*** – Successfully prosecuted the dismissal of a peace officer for intentional dishonesty. A veteran of the department, the Officer failed to ensure a response to a resident's calls and subsequently lied about it in the watch report.

## Publications

**10/01/2024 A Refresher On Less Common Leaves For Employees** *California Public Agency Labor & Employment Blog*



**08/14/2024** **CalPERS Issues New Circular Letter Regarding Holiday Pay** *LCW Special Bulletin*

**04/16/2024** **Reporting Allegations of Peace Officer Misconduct: Checking in on the Implementation of Senate Bill 2** *California Public Agency Labor & Employment Blog*

**07/17/2023** **Claims Filed with the California Civil Rights Department Regarding Calculation of CalPERS Disability Retirement Benefits** *LCW Special Bulletin*

**04/19/2023** **CalPERS Requires Agencies Provide More Information to Support Decisions on Local Safety Members' Disability Retirements** *LCW Special Bulletin*

**05/19/2022** **Tips from the Table: SB 278** *California Public Agency Labor & Employment Blog*

**09/28/2021** **Gov. Newsom Signs Senate Bill 278, Which Greatly Increases Public Employer Exposure to Damages for CalPERS Compensation Reporting Errors** *LCW Special Bulletin*

**07/30/2020** **California Supreme Court Leaves The California Rule Largely Intact in Highly Anticipated Opinion Concerning Public Employee Pension Rights** *LCW Special Bulletin*

**04/20/2020** **CalPERS Issues Circular Letter Explaining How Leave Under the Families First Coronavirus Response Act Should be Tracked and Reported** *LCW Special Bulletin*

**03/19/2020** **Update: CalPERS Suspends Retired Annuitant Work Hour Limitation During COVID-19 Emergency** *LCW Special Bulletin*

**02/03/2020** **High Court Guidance on Unemployment Benefits Public School Employees** *The Daily Journal*

**01/27/2015** **AB 1660: Discrimination and Driver's License Status** *The Daily Journal*

## Presentations

**11/14/2024** **What Is CalPERS Up To Now? Legal Trends, New Interpretations, And Areas To Watch In CalPERS Compliance** *Monterey | California Public Employers Labor Relations Association (CALPELRA) 2024 Annual Training Conference*

**11/15/2024** **How To Hire Retirees the Right Way** *Monterey | California Public Employers Labor Relations Association (CALPELRA) 2024 Annual Training Conference*

**12/12/2024** **What is CalPERS Up to Now? Discussing Legal Trends, New Interpretations, and Areas to Watch in CalPERS Compliance** *Napa | League of California Cities: Municipal Finance Institute*

**03/11/2025** **How to Hire Retirees the Right Way** *Monterey | California Public Employers Labor Relations Association (CALPELRA) 2024 Annual Training Conference*

# LCW

## Scott Fera

### Senior Counsel

916.584.7006

[sfera@lcwlegal.com](mailto:sfera@lcwlegal.com)



Scott Fera is a Senior Counsel in the Sacramento office of Liebert Cassidy Whitmore, where he provides advice, counsel, and trainings to our public agency, public and private education and nonprofit clients in a wide range of matters spanning from labor and employment, business and facility use, nonprofit governance, Title IX, and student issues.

Scott has over 20 years' experience serving in general advice & counsel roles within the public sector, nonprofits, and higher education. He is the former General Counsel and Vice President of Special Projects for Jessup University in Rocklin, California and was Senior Counsel to Educational Media Foundation, the nonprofit parent company to the K-Love, Air1, and Accessmore media networks. He is also a former Deputy County Counsel for Sacramento County where he advised several boards and commissions and represented numerous county departments and special districts. Scott most recently was corporate counsel for an insurer who specializes in religious nonprofit organizations where he provided general advice and counsel to hundreds of colleges and universities, K-12 schools, camps, churches, and other ministries on a variety of employment, higher education, nonprofit, constitutional, intellectual property, governance, and regulatory issues.

In addition to his legal expertise, Scott is an adjunct faculty member at Jessup, teaching media law, ethics, and digital communication classes. He provided instruction on a multitude of courses in addition to authoring multiple presentations and publications. Scott regularly speaks at national conferences and hosts webinars on legal issues that nonprofit and higher education organizations face in their daily operations.

Scott earned his J.D. from Pepperdine University School of Law in Malibu California. As an undergrad, Scott attended the University of Michigan where he obtained a Bachelor of Arts in Economics.

## **Expertise**

- Employment Law
- Labor Relations
- Wage and Hour

## **Education**

JD, Pepperdine University School of Law

BA, The University of Michigan

# LCW

## Anthony Co

### Associate

559-256-7802

[aco@lcwlegal.com](mailto:aco@lcwlegal.com)



Anthony Co is an Associate in the Fresno office of Liebert Cassidy Whitmore. Anthony advises Public Agency clientele on all matters pertaining to Employment and Labor law.

Anthony comes to us after gaining employment law experience through his internship at the Equal Employment Opportunity Commission, where he investigated claims at different points in the charge process. Before that, he was at the California DOJ, Employment and Administrative Mandate Section, where he drafted motions and memoranda on employment specific issues. He also interned at the U.S. District Court, Central District of California, providing support in ADA litigation and confidentiality statutes.

Anthony obtained his J.D. from the University of California Davis School of Law where he was a member of the esteemed Moot Court Honors Board and served as its 1L Competition Problem Writer. As an undergrad, Anthony attended California State University, Fullerton where he earned a Bachelor of Arts degree in Psychology.

### Expertise

- Employment Law
- Wage and Hour
- Public Safety
- Labor Relations

### Education

- JD, University of California, Davis School of Law
- BA, California State University, Fullerton

# Representative Matters

## Litigation

**POA v. City (2024)** – Convinced the superior court to dismiss, without leave to amend, a POA lawsuit alleging that the city had a legal obligation to pay out former officers' vacation and sick leave at their base rate plus incentive pays.

## Publications

**12/10/2024 The Risks of Rewards: Are Your Year-End Bonuses Discriminatory?** *California Public Agency Labor & Employment Blog*

**11/19/2024 Federal Judge Blocks DOL's New FLSA Exempt Salary Rules** *LCW Special Bulletin*

**10/30/2024 The Challenge Ahead: Addressing the Risks of Using Virtual Tools in Employment Decision Making**

**07/16/2024 Department of Labor Publishes AI Principles for Developers and Employers** *California Public Agency Labor & Employment Blog*

**05/08/2024 Compensatory Time Off: Navigate the Vacation Rush for Smooth Sailing** *California Public Agency Labor & Employment Blog*

**08/22/2023 Can My Agency Ban TikTok?** *California Public Agency Labor & Employment Blog*

**06/20/2023 Five Things to Know Before Bringing Your Dog (Or Any Pet!) to Work** *California Public Agency Labor & Employment Blog*

# 804.1 - Purposes for Sick Leave

Sick leave is paid leave from work that an employee may use for the following purposes:

(a) Diagnosis, care, or treatment of an existing health condition of, or preventative care for the employee themselves or any of the following family members of the employee: a child of any age or dependency status; a parent; a parent-in-law; a spouse; a registered domestic partner; a grandparent; a grandchildren; or a sibling; or

(b) Diagnosis, care, or treatment of an existing health condition of, or preventative care for a “designated person”; or

## **Commentary:**

*Addition of a “Designated Person” to Employee Sick Leave Rights: AB 1041 (enacted in 2022; effective January 1, 2023) expands the class of people for whom an employee may take sick leave in order to provide care. AB 1041 authorizes employees to designate a “designated person” for whom the employee can use sick leave to provide care. (Lab. Code § 245.5(c)(8).) Employers are authorized to limit employee designation of a “designated person” to one “designated person” per 12-month period for paid sick days. (Lab. Code § 245(c)(8).)*

*AB 1041 provides that a “designated person” means “a person identified at the time the employee requests sick leave.” (Lab. Code § 245.5(c)(8).)*

*AB 1041 allows employees to designate the “designated person” at the time that the employee requests paid sick leave. (Lab. Code § 245.5(c)(8).)*

(c) For an employee who is a victim of domestic violence, sexual assault, stalking, or other crime in order for the employee to engage in any of the following activities: (1) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or their child; or (2) obtain medical attention or psychological counseling, services from a shelter, program or crisis center, or (3) participate in safety planning or other actions to increase safety.

## **Commentary:**

*California Has Two Different Sick Leave Laws: California has two (2) different sick leave laws: (1) Healthy Workplace Healthy Family Act of 2014; and (2) The Kin Care Law. While these laws are separate and distinct, they overlap in certain ways.*

*a. California’s Healthy Workplace Healthy Family Act of 2014 (Lab. Code §§ 245-249) requires public agencies to provide paid sick leave. This law entitles any employee who has worked at least thirty (30) days in twelve (12) months with an employer in California to*

*accrue sick leave. Due to the low bar for eligibility, employees who have never received employer-provided sick leave before – such as temporary employees, seasonal employees, or part time employees – are now entitled to earn sick leave at the rate of one hour of sick leave for every 30 hours worked (about 5.7 hours a month for full time work). In addition, the Healthy Workplace Healthy Family Act of 2014 expands the permissible purposes of sick leave. As stated above, employees can now use paid sick leave to attend to not only their own illness, but: (1) issues related to domestic violence; or (2) the illness of the family members listed in the Kin Care leave law, plus the following additional family members – siblings, parent in laws, grandchildren, and grandparents.*

*b. California’s 2001 Kin Care law (Lab. Code §§ 233-234) requires those public agencies who already provide paid sick leave to expand the permissible use of that sick leave, so that employees can use up to one-half of accrued and available annual sick leave entitlement to attend to the illness of the following family members: child, parent, spouse, or registered domestic partner. (Lab. Code § 233(a).) SB 579 (enacted in 2015; effective January 1, 2016) made two changes to the Kin Care law to match the Healthy Workplace Healthy Family Act of 2014. First, Kin Care leave can be used to attend to issues related to domestic violence. (Lab. Code § 233(b)(30)(A).) Second, the list of Kin Care family members was expanded to match the list in Healthy Workplace Healthy Family Act of 2014. (Lab. Code § 233(b)(2) (siblings, parent in laws, grandchildren, and grandparents)).*

*Compliance with Both of California’s Sick Leave Laws: The Healthy Workplace Healthy Family Act of 2014 provides that it is independent of any other rights employees have under other laws. (Lab. Code § 245.) As a result, the Kin Care law will now apply to all employees who are entitled to sick leave under the Healthy Workplace Healthy Family Act of 2014. This policy is drafted to comply with both laws.*

*The concept for this policy is to provide those who were not entitled to paid sick leave before the 2014 law – generally seasonal, temporary, or extra help employees - to receive only the sick leave required by the 2014 law. Those who were receiving sick leave before the 2014 law, conversely, continue to receive the generally higher sick leave accruals that they have been receiving, but they now enjoy the expanded uses for sick leave under the 2014 law. Because this approach limits changes to those the law requires, the employer can generally narrow the scope of any necessary collective bargaining to the impacts of the changes imposed by the 2014 law.*

**Disclaimer:**

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## 804.2 - Terms of Sick Leave

a.) Accrual & Carryover for Different Categories of Employees:

1. Full time employees who are not **[seasonal/temporary/extra help]** accrue **[eight (8) hours]** of sick leave for each calendar month of paid status. Accrued sick leave carries over from year to year. No accrual limit applies.
2. A **[part time/seasonal/temporary/extra help employee]** who works 30 or more days within a year from the commencement of employment with the **[City/County/District/Agency]** accrues one hour of paid sick leave for every 30 hours worked. Accrued and unused sick leave carries over to the following year of employment but a **[part-time/seasonal/temporary/extra help employee]** stops earning sick leave once they have accrued 80 hours or 10 work days/shifts of such leave, whichever is greater.

### Commentary:

**Annual Use and Accrual Caps:** SB 616 (enacted in 2023; effective January 1, 2024) increases the accrual amount and accrual cap under The Healthy Workplace Healthy Family Act of 2014. (Lab. Code § 246((b)(3), (j)

SB 616, allows the employer to limit the use of sick leave to “40 hours or five (5) days in each year of employment”. (Lab. Code § 246(d).) In a 2015 opinion letter that applied specifically to the initial version of The Healthy Workplace Healthy Family Act of 2014, the California Department of Industrial Relations (“DIR”) stated that this law provides a minimum standard for all employees – including those who work fewer than 8 hours in a day and those who work more. As a result, the opinion letter advises to provide “24 hours or three days of paid sick leave, whichever is more for an employee.” (DLSE Opinion Letter, <https://www.dir.ca.gov/dlse/opinions/2015.08.07.pdf>, uploaded August 7, 2015.) While the opinion letter concerned a prior version of the law and has not been updated to reflect the increased accrual amounts under the amended law, DIR guidance on the amended law states that employers should provide employees 40 hours or five (5) days of paid sick leave, whichever results in more leave for the employee. (DIR FAQs, [https://www.dir.ca.gov/dlse/paid\\_sick\\_leave.htm](https://www.dir.ca.gov/dlse/paid_sick_leave.htm), last updated December 21, 2023.)

SB 616 allows the employer to limit the accrual of sick leave to “80 hours or 10 days”. (Lab. Code § 246(j).) As provided above regarding sick leave use, this policy sets the sick leave accrual cap at “80 hours or 10 days, whichever is greater.” Employers should provide employees paid sick leave according to the 2015 opinion letter in order to avoid incurring

penalties that may be imposed for violation of this law. (Lab. Code § 248.5.)

**Credit Entire Accrual at Once, or Earn over the Year and Carry Over:** SB 616 amended The Healthy Workplace Healthy Family Act of 2014 to require that the employer undertake either of the following: (1) provide the entire 40 hours or five (5) days per year accrual at the beginning of each calendar year, year of employment or 12-month period; or (2) allow the accrued and unused sick leave to carry over to the year following the year it was earned, subject to the accrual limits discussed above. (Lab. Code § 246(d).)

Most public agencies will provide full-time employees sick leave each month rather than crediting it all at the beginning of the year. As a result, this policy provides for a carry-over of leave from one year to the following year. However, if your agency credits the entire, annual sick leave amount at once for some or all employees, modify this policy to eliminate the accrual and carry-over portions of this policy. (Lab. Code § 246(d).)

## b.) Sick Leave Use

An employee may use accrued sick leave, in a minimum increment of two hours, beginning on the 90th day after the first day of employment with the **[City/County/District/Agency]**, subject to the limits and request provisions in this policy.

### **Commentary:**

**90-Day Waiting Time:** This 90-day waiting time is part of the Healthy Workplace Healthy Family Act of 2014 and is measured in calendar days. (Lab. Code § 246(c).) The waiting period will not affect continuing employees who have always had sick leave under your agency's policies.

**Minimum Increment:** Public agencies may set a minimum increment for paid sick leave use that is less than the two hours listed in this policy. This policy uses the largest minimum increment - two hours - that the law allows (Lab. Code § 246(j)) as a means to prevent some types of sick leave abuse. Because the Healthy Workplace Healthy Family Act of 2014 generally does not allow an employer to request verification of the need for leave, the larger the minimum increment that the employer uses, the less likely an employee is to use sick leave in very small increments or as means to cover tardiness to work or a late return to work from a break.

**Rate of Pay for Sick Leave:** The Healthy Workplace Healthy Family Act of 2014 allows public agencies to calculate paid sick leave for FLSA overtime-eligible employees in either of the following ways: (1) dividing the employee's total wages, excluding overtime pay, by the total number of hours worked in the workweek in which the employee uses the sick time (Lab. Code § 246(k)(1)); or (2) dividing the employee's total wages, excluding overtime pay, by the total number of hours worked in the prior 90 days of employment. (Lab. Code § 246(k)(2).) Agencies can calculate the value of paid sick leave for FLSA-exempt employees

in the same manner as the employer calculates wages for other paid leaves. (Lab. Code § 246(k)(3).)

**c.) Protected Sick Leave:**

An employee's use of paid sick leave provided pursuant to the Labor Code is protected leave.

**Commentary:**

**Sick Leave Requirements:** *Labor Code section 233 provides general guidance concerning sick leave requirements.*

**Protected Paid Sick Leave:** *Both the Healthy Workplace Healthy Family Act of 2014 and Kin Care Leave law protect the use of sick leave. (See Lab. Code §§ 246.5(c)(1); 246(d); 233(c)); 246.5.) This means that your agency cannot count the sick leave provided under these laws toward any excessive absence disciplinary policy.*

**Written Notice:** *The Healthy Workplace Healthy Family Act of 2014 requires the employer to provide each employee with written notice of the amount of paid sick leave available with the paycheck on each designated pay date. (Lab. Code § 246(i).) While public agencies are exempt from the requirement to provide the itemized wage statement referenced by Labor Code section 226 (See Lab. Code § 226(i)), they are still required to provide a written notice that states the employee's leave balance each payday. (Lab. Code § 246(i).) Failure to provide this written notice subjects the employer to stiff penalties, including liquidated damages to affected employees. (Lab. Code § 248.5.)*

**d.) Sick Leave Request:** To request to use sick leave if the need for leave is foreseeable, an employee must give the immediate supervisor reasonable advance written or oral notice. If the need for sick leave is not foreseeable, the employee shall provide written or oral notice of the need for the leave as soon as practicable. If the employee is required to be absent on sick leave for more than one day, the employee must keep the immediate supervisor informed each day as to the date the employee expects to return to work and the purpose of the leave. Failure to request sick leave as required by this policy without good reason, may result in the employee being treated as absent without leave.

**Commentary:**

**Supervisor Has No Veto Power:** *The Healthy Workplace Healthy Family Act of 2014 requires only that the employee give advance notice if the sick leave is foreseeable; otherwise, the employee may provide notice as soon as is practicable. (Lab. Code § 246(l).)*

*The Healthy Workplace Healthy Family Act of 2014 allows the employee to provide either a verbal or written request for leave. (Lab. Code § 246.5(a).) Moreover, the Healthy Workplace Healthy Family Act of 2014 prohibits public agencies from denying requests for sick leave (Lab. Code § 246.5(c)(1)); and allows an employee to decide how much leave they need to use. (Lab. Code § 246(j).) Moreover, the Healthy Workplace Healthy Family Act of 2014 establishes a rebuttable presumption of “unlawful retaliation” if the employer denies an employee the right to use accrued sick days. (Lab. Code § 246.5(c)(2).) This policy applies the Healthy Workplace Healthy Family Act of 2014 sick leave request standard to all requests for sick leave, even after the annual 24 hours or three (3) days required by the Healthy Workplace Healthy Family Act of 2014 leave is exhausted, because using differing sick leave request procedures would generally be too difficult to administer.*

e) Certification: The **[City/County/District/Agency]** may require that employees who are not **[seasonal/temporary/extra help employees]**, must provide a physician’s certification to support any absence that involves the illness of the employee or family member if the **[City/County/District/Agency]** suspects that there is an abuse of sick leave by the employee. All employees, including **[seasonal/temporary/extra help]**, who use paid leave to address issues related to domestic violence, sexual assault, stalking, or other crimes and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter.

#### **Commentary:**

***Domestic Violence, Sexual Assault and Stalking:*** Labor Code section 230 provides general guidance on issues related to domestic violence, sexual assault or stalking. (See Lab. Code § 230(d)(2).)

***Verification of Sick Leave:*** The Healthy Workplace Healthy Family Act of 2014 is silent as to whether the employer can require a doctor’s note to verify sick leave. The following provisions of that law imply that the employer cannot require any verification: the requirement that public agencies provide leave on the employee’s request (Lab. Code § 246.5(a)); the provision that allows an employee to decide how much leave they need to use (Lab. Code § 246(k)); and the provision that prohibits agencies from denying the leave. (Lab. Code § 246.5(c)(1).) However, if an employer has concerns about an employee abusing sick leave, the employer is not prohibited from requiring certification. Public agencies should maintain consistency in their enforcement of sick leave abuse. If the employer provides seasonal/temporary or extra help employees with more than 40 hours or five (5) days of paid sick leave, then it may also require certification in the same manner as required in this policy for employees who are not seasonal/temporary or extra help (i.e., require certification after the employee has used 40 hours or five (5) days of paid sick leave).

f) Sick Leave on Separation from Employment: Unused sick leave is not cashed out upon termination, resignation, retirement, or other separation from employment. Unused sick leave may be converted to retirement service credits only as may be permitted under

applicable retirement system laws and regulations.

**Commentary:**

**Cash Out of Sick Leave:** *This policy does not allow cash out of sick leave, because the Healthy Workplace Healthy Family Act of 2014 states that the employer is not required to do so (Lab. Code § 246(f)(1)) and because sick leave cash out can trigger additional taxation based on a constructive receipt theory. Should your agency provide employees with the option to cash out sick leave or vacation leave on an annual basis, we recommend consultation with legal counsel regarding the constructive receipt doctrine and the potential impacts of such doctrine to your agency's cash out procedure. The Healthy Workplace Healthy Family Act of 2014 is silent regarding whether unused sick leave can be converted to service credit under the California Public Employees Retirement System ("CalPERS") or the '37 Act, so this policy allows sick leave conversion in order to be competitive with other public agencies.*

(g) **Sick Leave Reinstatement:** If an employee separates and is rehired within one (1) year from separation, accrued (or front-loaded) and unused sick leave, to a maximum of 10 days or 80 hours, whichever is greater, will be reinstated. An employee who worked at least 90 days in the initial employment with the **[City/County/District/Agency]** may immediately use reinstated sick leave. An employee who had not worked 90 days in the initial employment with the **[City/County/District/Agency]** must work the remaining amount of the 90 day-qualifying period to be able to use accrued (or front-loaded) sick leave.

**Commentary:**

**Sick Leave Reinstatement:** *The Healthy Workplace Healthy Family Act of 2014 requires sick leave reinstatement. (Lab. Code § 246(g)(2).) The only exception to the sick leave reinstatement requirement, other than the time limitation on reinstatement, is if the employer already cashed out unused sick leave upon the employee's separation, which is not required by the Healthy Workplace Healthy Family Act of 2014. (Lab. Code § 246(g)(1),(2).) Note that if your agency has a sick leave reinstatement right that is different than that required under the Healthy Workplace Healthy Family Act of 2014, modify this portion of the policy.*

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*Last Updated: 01-12-2024 17:45*

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** KEVIN W. SMITH, CHIEF OF POLICE  
**VIA:** CRISTIAN GONZALEZ, CITY MANAGER  
**SUBJECT:** AUTHORIZING THE ADDITION OF THREE POLICE OFFICER POSITIONS FOR THE MENDOTA POLICE DEPARTMENT THAT WILL BE PARTIALLY FUNDED THROUGH THE DEPARTMENT OF JUSTICE COMMUNITY ORIENTED POLICING SERVICES HIRING GRANT PROGRAM  
**DATE:** JANUARY 21, 2025

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**ISSUE**

Shall the City Council adopt Resolution No. 25-04, authorizing the addition of three police officer positions for the Mendota Police Department that will be partially funded through the Department of Justice Community Oriented Policing Services Hiring Grant Program?

**BACKGROUND**

The City of Mendota (“City”) Police Department (the “Department”) is currently authorized a total of 19 sworn officer positions. Out of these 19 positions, only 7 positions are regular (with benefits) full-time police officers. For a breakdown of the sworn officer positions please see the following chart:

Position Description	Number of Positions	Current Vacancies
<b>Chief of Police*</b>	<b>1</b>	<b>0</b>
<b>Police Lieutenant*</b>	<b>1</b>	<b>0</b>
<b>Police Sergeant*</b>	<b>4</b>	<b>0</b>
<b>Regular Police Officer*</b>	<b>12 (5 are School Resource Officers)</b>	<b>0</b>
Contract Police Officer**	1	1

\*These positions (**in bold**) are full-time positions with benefits outlined in their respective MOU or benefit resolution

\*\*These are full-time positions with no benefits (other than the same offered to part-time employees)

Currently, the Mendota Police Department is fully staffed with 18 regular full-time positions, (with benefits) there are currently no vacancies. The Department currently has one (1) contract Police Officer position which is not filled. It is important to note that out of the twelve (12) Regular Police Officer positions, five (5) of those officers currently serve strictly as School Resource Officers (“SRO(s)”) for the Mendota Unified School District (“MUSD”). Out of the five SROs four are paid 100% by MUSD and MUSD pays 75% of the remaining officer. The SROs must be dedicated full-time to their designated school sites and may only assist with City duties on an emergency basis.



Currently, the City employs thirteen (13) fully benefitted regular sworn officer positions, this does not include SRO's, however, two (2) of those are administrative positions and four (4) of those are supervisor positions.

To be clear, there are eleven (11) officers to provide patrol and other law enforcement services to the City.

In general, larger cities have a greater presence of police officers than smaller and mid-sized jurisdictions. As a rule, in California, it is recommended that we employ at least 1 Police Officer per 1,000 residents, this is the standard. The latest U.S. Census estimated that the City's population is almost 13,000 residents. Moreover, it is believed that the City jumps in population to about 25,000 residents during the summer months due to our robust agricultural industry. Following the general rule in California, the Mendota Police Department should have a minimum of 13 police officers, however realistically speaking it should have at least 14 positions to account for the underreported population in the City of Mendota.

### **ANALYSIS**

Over the past several years, the City has experienced a significant increase in its population and the Department has experienced an increase in demands, duties, and the programs that it oversees and executes. The Department continues to remain dedicated and committed to providing the citizens of Mendota with the best possible public safety services. However, over the past several years, it has become exceedingly difficult for the Department to meet the increased demand for public safety services, due to the lack of growth in the Department's personnel. It has slowly become evident that the Department's efficiency and effectiveness is struggling as it is attempting to do more with minimal staffing.

In strategizing a potential solution to be able to effectively meet and exceed the community's needs as well as to address the employee burn out, stress, and morale issues, it was identified that there is a need for additional sworn officer positions. The Department will greatly benefit from the addition of three additional Regular Police Officer positions (with benefits), so that it may effectively address the community's demands but also provide the Department with the capacity it needs to meet additional service needs. The Department currently does not have a Detective position which creates a struggle to provide the level of quality service in police investigations. The Department is also unable to effectively investigate criminal gang activity since it cannot assign a police officer to serve as a gang enforcement liaison. These investigations require undercover officers and networking with the Fresno County Sheriff's Department's MAGEC Task Force, to be effective.

In 2023, the Sergeants and Officers collectively worked a total of 3,488.25 hours of overtime costing the City approximately \$133,942.60. Three additional full time police officers would result in approximately 6,552 hours of coverage minus vacation and/or sick leave utilized. This would reduce the mandatory overtime hours that our current staff are working, therefore reducing burnout, stress, and low morale and the need to expend overtime money. The Department is optimistic that the creation of these fully benefitted police officer positions, will allow the Department to be viewed as a desired agency to work for like some of the other law enforcement agencies. It is also notable that if the City Council elects to move forward with adding the three

additional regular full-time entry level police officer positions, it will be at least a minimum of six (6) months before the officers become solo beat officers due to the lengthy hiring and training process, which is required by the Peace Officer's Standards of Training (POST).

### **FISCAL IMPACT**

The Department Of Justice Community Oriented Policing Services ("COPS") Hiring Grant Program was awarded to the City of Mendota Police Department on October 1, 2024 to hire an additional three (3) full-time benefited Police Officers. This is a three-year grant that funds the positions over the course of the grant. The total project cost is \$565,934. Of that cost, COPS is funding \$375,000 or 66.26% of the total amount. The City is responsible for a match amount of \$190,935 or 33.74% of the total project. The cost associated to the City is spread out over the 3-year term of the grant through bi-weekly payroll.

### **RECOMMENDATION**

Staff recommends that the City Council adopt Resolution No. 25-04, authorizing the addition of three police officer positions for the Mendota Police Department that will be partially funded through the Department of Justice Community Oriented Policing Services Hiring Grant Program.

### **Attachment:**

1. Resolution No. 25-04

**BEFORE THE CITY COUNCIL  
OF THE  
CITY OF MENDOTA, COUNTY OF FRESNO**

**RESOLUTION NO. 25-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENDOTA AUTHORIZING THE ADDITION OF THREE POLICE OFFICER POSITIONS FOR THE MENDOTA POLICE DEPARTMENT THAT WILL BE PARTIALLY FUNDED THROUGH THE DEPARTMENT OF JUSTICE COMMUNITY ORIENTED POLICING SERVICES HIRING GRANT PROGRAM**

**WHEREAS**, the City of Mendota (“City”) Police Department (the “Department”) is charged with preserving health and safety in the City of Mendota by providing law enforcement services; and

**WHEREAS**, the Department is currently understaffed with full-time benefitted sworn Police Officers; and

**WHEREAS**, to enhance the level of law enforcement services that are provided to the community, the Department intends on hiring three (3) new full-time benefitted police officers; and

**WHEREAS**, this is essential to the Department in being able to adequately provide safety to the citizens of Mendota; and

**WHEREAS**, the cost associated to this addition of three (3) new police officers is largely funded by the Department Of Justice Community Oriented Policing Services (“COPS”) Hiring Grant Program that was awarded to the Department on October 1, 2024.

**WHEREAS**, the COPS Hiring Grant Program is funding 66% of the total salaries and benefits of the three (3) new additional police officers, and the City is responsible for the remaining 33% over the three-year term of the grant.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mendota that the City Council approves the COPS Hiring Grant and authorizes the addition of three (3) police officers to the Department.

\_\_\_\_\_  
Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Council Chambers located at 725 Riofrio Street, Mendota, California 93640, on the 21<sup>st</sup> day of January, 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Celeste Cabrera-Garcia, City Clerk

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** JENNIFER LEKUMBERRY, DIRECTOR OF ADMINISTRATIVE SERVICES/ACM  
**VIA:** CRISTIAN GONZALEZ, CITY MANAGER  
**SUBJECT:** APPROVING THE SCHOOL RESOURCE OFFICER AGREEMENT WITH THE MENDOTA UNIFIED SCHOOL DISTRICT AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS  
**DATE:** JANUARY 21, 2025

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**ISSUE**

Shall the City Council adopt Resolution No. 25-05, approving the School Resource Officer Agreement with the Mendota Unified School District and authoring the City Manager to execute all necessary documents?

**BACKGROUND**

In 2015, the City of Mendota (“City”) and the Mendota Unified School District (“MUSD”) entered into a three-year agreement for a School Resource Officer (“SRO”) program, initially staffing one SRO. Due to the program’s success in fostering a safer school environment, the agreement was renewed in 2018, expanding the program to three SROs. In 2023, the number of SROs increased to five. SROs have become integral to maintaining safety, addressing disciplinary issues, and ensuring a secure environment for students, staff, and property. They assist in student investigations and disciplinary proceedings, contributing to a more effective educational atmosphere.

**ANALYSIS**

The SRO Agreement is up for renewal, and a review of the program's effectiveness indicates that it has generally succeeded in enhancing school safety, reducing incidents, and fostering positive student relationships.

**FISCAL IMPACT**

The City will pay 25% of one SRO’s salary and benefits from the General Fund. The MUSD will pay the remaining 75% of that SRO’s salary and benefits. Additionally, MUSD will pay 100% of the remaining 4 SRO’s salaries and benefits.

**RECOMMENDATION**

Staff recommends that the City Council adopt Resolution No. 25-05, approving the School Resource Officer Agreement with the Mendota Unified School District and authoring the City Manager to execute all necessary documents.

**Attachments:**

1. Resolution No. 25-05
2. Exhibit "A" – SRO Agreement

**BEFORE THE CITY COUNCIL  
OF THE  
CITY OF MENDOTA, COUNTY OF FRESNO**

**RESOLUTION NO. 25-05**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENDOTA APPROVING THE SCHOOL RESOURCE OFFICER AGREEMENT WITH THE MENDOTA UNIFIED SCHOOL DISTRICT AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS**

**WHEREAS**, the Mendota Police Department is charged with preserving health and safety in the City of Mendota (“City”) by providing law enforcement services; and

**WHEREAS**, having dedicated School Resource Officers (“SRO”) assigned to schools within the Mendota Unified School District (“MUSD”) broadens the continuity of City police services and assists with building trust and cooperation with MUSD personnel and students; and

**WHEREAS**, SROs promote school safety, enhance the physical security of students, protect MUSD employees, students, and property, and contribute to the maintenance of a safe and conducive learning environment; and

**WHEREAS**, MUSD and the City wish to enter into a three-school-year agreement to maintain the SRO program, attached hereto as Exhibit “A.”

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Mendota hereby approves the SRO agreement between MUSD and the City, in substantially the form attached hereto, and authorizes the City Manager or his designee to execute all necessary documents.

\_\_\_\_\_  
Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Council Chambers located at 725 Riofrio Street, Mendota, California 93640, on the 21<sup>st</sup> day of January, 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Celeste Cabrera-Garcia, City Clerk

# **EXHIBIT A**



**SCHOOL RESOURCE OFFICER AGREEMENT**  
**BETWEEN**  
**MENDOTA UNIFIED SCHOOL DISTRICT AND**  
**CITY OF MENDOTA**

**July 1, 2024 - June 30, 2027 School Years**

**SCHOOL RESOURCE OFFICER AGREEMENT  
BETWEEN  
MENDOTA UNIFIED SCHOOL DISTRICT  
AND  
CITY OF MENDOTA**

This School Resource Officer Agreement (“Agreement”) is entered into on July 1, 2024 (“Effective Date”) between the Mendota Unified School District, hereafter referred to as “District,” and the City of Mendota, hereafter referred to as “City,” and replaces all prior agreements, addenda, and understandings between the District and the City on the subject of school resource officers (“SROs”). The District and the City may each be referred to as a “Party” and together as the “Parties” in this Agreement

**RECITALS**

- A. **WHEREAS**, the City is a municipal corporation of the State of California located in the County of Fresno, State of California, and has its principal place of business at 643 Quince Street, Mendota, California 93640; and
- B. **WHEREAS**, the District is a public school district in the County of Fresno, State of California, and has its administrative offices located at 115 McCabe Avenue, Mendota, California 93640; and
- C. **WHEREAS**, the District desires to engage the services of the City to provide police services as described in this Agreement on the school campuses within the Mendota Unified School District and the City desires to render such services on the terms and conditions set forth in this Agreement; and
- D. **WHEREAS**, California Government Code section 53060 authorizes the legislative body of any public or municipal corporation or district to contract with and employ any persons for the furnishings to the corporation or district special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required. The authority given wherein to contract shall include the right of the legislative body of the corporation or district to contract for the issuance and preparation of payroll checks. The legislative body of the corporation or district may pay from any available funds such compensation to such persons as it deems proper for the “special services” rendered; and
- E. **WHEREAS**, the City’s police department (“Department”) possesses the special experience, knowledge and expertise necessary for the performance of the “special services” required by this Agreement; and
- F. **WHEREAS**, pursuant to Education Code 32261, it is the intent of the Legislature to encourage California public schools to develop comprehensive safety plans that are the result of a systematic planning process that includes strategies aimed at the prevention of incidents involving crime and violence on school campuses and that address the safety concerns of local law enforcement and other interests in the prevention of school crime and violence; and

- G. **WHEREAS**, pursuant to Education Code 32261, it is the intent of the Legislature to encourage school districts and law enforcement agencies to develop and implement interagency strategies, service training programs and activities that will improve school attendance and reduce the rates of school crime including vandalism, drug and alcohol abuse, gang membership and gang violence; and
- H. **WHEREAS**, pursuant to Education Code 32262, the Legislature has established School/Law Enforcement Partnership consisting of the Superintendent of Public Instruction and the Attorney General which has as its duties the development and administration of program policies, procedures and activities in the furtherance of campuses which are safe, secure and peaceful; and
- I. **WHEREAS**, pursuant to Penal Code 832.3, it is the intent of the Legislature to ensure the safety of pupils, staff and members of the public on or near California public schools by providing peace officers with training that will enable them to deal with the increasingly diverse and dangerous situations that they may encounter.

### **TERMS OF AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises and understandings herein, the Parties agree as follows:

1. Scope of Work

The District desires to utilize the services of qualified and capable SROs at the District's campuses and the City agrees to assign sworn police officers to serve as such qualified and capable SROs at the District's schools. The scope of work performed by SROs pursuant to this Agreement shall be those duties described in the Scope of Work document attached hereto as **Exhibit "A"** and incorporated by this reference.

The SROs will provide services to the District in the nature of law enforcement, security, and education, as set forth in this Agreement and **Exhibit "A"**. A total of five (5) SROs shall be assigned to the District by the City as of the Effective Date of this Agreement for the Term of this Agreement.

Subject to the provisions of paragraph 4 "Payment" below, the District and the City agree that the costs of the SROs shall be shared as follows:

- a. The District shall be responsible for seventy-five percent (75%) and the City shall be responsible for twenty-five percent (25%) of the costs associated with one (1) SRO.
- b. The District shall be responsible for one hundred percent (100%) and the City shall be responsible for zero percent (0%) of the costs associated with the remaining four (4) SROs.
- c. The cost sharing associated with any additional SROs engaged and assigned pursuant to this Agreement shall be reflected in a separate written agreement between the Parties.

The SROs assigned to the District shall devote the necessary time to provide services that are consistent with the proportion of costs for which the District is responsible. By way of example, one (1) SRO is expected to devote 75% of his/her working time to performing the SRO services, as described in **Exhibit “A”** and four (4) SROs are expected to devote 100% of their working time to performing the SRO services, as described in **Exhibit “A.”** The SROs shall provide services to cover the normal school year schedule, which includes regular class time, school events outside of regular class time (ex: football games), and during other times as requested by District. This includes but is not necessarily limited to times before and after class and during lunch breaks. The City, in consultation with District, shall make such assignments as necessary to ensure SROs are available to provide the SRO services to the District as outlined in this Agreement.

In times of emergencies, SROs and the City Police Officers will assist each other whether the event is on District property or in the City. When multiple SROs are on duty, the City will be reasonable when deploying SROs to City emergency events ensuring that at least one SRO is available to the District. During events at District locations, when an SRO is not available to respond and the event requires immediate or reasonable police response, a City Police Officer will respond at the earliest convenience. If the event does not require immediate police response, the event will be handled by the next available SRO.

The costs associated with the assignment of SROs under this Agreement shall include those costs normally associated with employing a Full Time City Police Officer by the City. Such costs generally include wages, including overtime, benefits, and the like. The Full Time Equivalent for one City Police Officer is approximately \$7,590.00 a month at the time of this Agreement’s execution; however, the District and the City acknowledge that this amount is subject to change in the future and depending on time worked and overtime obligations. The District shall be responsible for overtime costs that result from any SRO’s work beyond his/her regular assigned work hours for services performed related to SRO duties. The City shall not unreasonably cause SROs to work beyond their regular assigned work hours when performing related to SRO duties.

The District agrees to reimburse the City for costs associated with any District-approved training the SROs receive. The District agrees to reimburse the City for the personal, professional and safety equipment and hiring expenses incurred for the SROs in an amount not to exceed \$54,974.00. Reimbursement will be listed as a separate line item on the monthly invoices over a twelve (12) month period from July 1, 2024 - June 30, 2027

## 2. CTE Program

One SRO officer will be designated to provide law enforcement educational information and instruction as part of the District’s Career and Technical Education program (“CTE Program”). The designated SRO shall be credentialed by the California Commission on Teacher Credentialing (“CTC”). The District will reimburse the City for the registration costs necessary to obtain the necessary CTC credentials as a separate line item on the monthly invoice following the designated SRO’s receipt of the necessary credentials.

The designated SRO shall at all times comply with the tuberculosis (“TB”) certification

requirements of Education Code section 49406. The City shall maintain on file the certificates showing that the designated SRO was examined and found free from active TB. These forms shall be regularly maintained and updated by the City and shall be available to District upon request or audit.

The designated SRO, as well any other sworn police officers who participate in the CTE program shall retain full peace officer powers and duties as defined by state and federal law. However, in times of emergencies the City will make all efforts to deploy other officers and that the time scheduled for instruction shall not be interrupted unless reasonably necessary to respond and the event requires immediate response that cannot be provided by another officer.

### 3. Term

The term of this Agreement (“Term”) shall be for three (3) years, commencing on July 1, 2024, and continuing through June 30, 2027, unless sooner terminated, as set forth in paragraph 7 of this Agreement. This Agreement may be renewed for one (1) additional two-year term by mutual written agreement of the Parties.

### 4. Payment

The District shall pay the City, for police services provided by the SROs under this Agreement, as follows: The City shall provide the District with the presence of appropriate City police vehicles, operated by the SROs, including mileage, at no additional cost to the District. The City shall submit monthly invoices to the attention of the District’s Chief Financial Officer, Mendota Unified School District, 115 McCabe Avenue, Mendota, California 93640. Each invoice shall include the number of regular and overtime hours worked by each assigned SRO in providing services under this Agreement, and any additional information as reasonably requested by District. Payment shall be made to the City by the District no later than thirty (30) days from receipt of each invoice.

In recognition of possible future increases in the cost of the City providing services under this Agreement, the District and City agree to assume a pro rata share of any reasonable increase in an SRO’s compensation, based on the Parties’ relative contribution percentages for the SRO whose compensation is increased; however, if the City’s contribution under this Agreement is 0%, then the City’s contribution shall not increase, unless otherwise agreed to in writing.

All police officer personal, professional and safety equipment jointly acquired by the City and District for deployment and use by the SROs pursuant to this Agreement will be retained and owned by the Department upon the conclusion or termination of this Agreement.

### 5. Independent Contractor

The relationship between the Parties under this Agreement shall be one of independent contractors. The SROs who provide services under this Agreement shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or, benefits, as a result of

this Agreement. The SROs report directly to the Mendota Chief of Police or designee through the Department's established "chain of command." The Department shall maintain direct supervisory control over the assigned SROs. The District shall have the right to approve the individual SROs assigned to it under this Agreement and shall have the right to require that any or all of the assigned SROs be replaced if their performance is unsatisfactory to the District.

The SROs rendering services under this Agreement shall not be employees of the District for federal or state tax purposes, or any other purpose. The City shall be responsible for tax withholding as requested by the SROs. The SROs shall be solely responsible for payment of any tax liability arising out of that officer's compensation for services performed under this Agreement.

The District assumes no liability for workers' compensation for the assigned SROs. The City shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance for the SROs assigned under this Agreement. The District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the City to account for all of the above, and the City agrees to hold the District harmless from all liability for these taxes.

## 6. Indemnification

- a. The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.
- b. The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City or the gross or willful misconduct of the assigned officer during the performance of work hereunder.
- c. In the event of concurrent negligence on the part of DISTRICT or any of its officers, directors, trustees, employees, agents or volunteers, and CITY or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law equity for such losses, fines, penalties, forfeiture, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.
- d. If the District rejects a tender of defense by the City and/or the assigned officer under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer

for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District.

- e. The Parties agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.
- f. Each Party shall immediately notify the other Party of any claims or legal actions arising out of the performance of this Agreement.

## 7. Termination

This Agreement may be terminated by either Party at any time prior to the end of the Term, with or without cause, upon delivery of a written Notice of Intent to terminate to the other Party. Such notice shall be served by personal delivery or by first-class mail, registered or certified; postage prepaid, and shall be deemed received upon personal delivery or five (5) days after the mailing date whichever is sooner. The date of termination shall be the date that is ninety (90) calendar days after the date on which The Notice of Intent to Terminate is received or deemed received, as the case may be. In the event of termination, the District will compensate the City for all services rendered to the effective date of termination. The Mendota City Manager is designated as authorized to accept such notice for the City and the School District Superintendent is designed to accept such notice for the School District. If the Agreement is terminated prior to the end of the Term by either Party, incurred costs will be pro-rated over the Term of the Agreement and City shall pay District any unused pro-rated portion of such costs.

## 8. Fingerprinting

The City and SROs shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code (“Education Code”) section 45125.1. The SROs to be assigned under this Agreement have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of investigations, and the results of those background checks and fingerprints reveal that none of the SROs to be assigned under this Agreement have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

## 9. Student Records

The Parties acknowledge that the SROs play a vital role in promoting school safety, enhancing the physical security of students, protecting District, employee and student property, and contributing to the maintenance of a safe and conducive learning environment. SROs also greatly assist site administration with investigating and facilitating student disciplinary proceedings. In performing these important duties, the District finds it necessary to grant SROs access to student records. Therefore, the SROs assigned to the District school sites are hereby deemed by this Agreement to be “school officials” with legitimate educational interests in the District’s educational records when performing their specified duties.

SROs will adhere to all state and federal laws and regulations and District policies and procedures regarding access, maintenance, confidentiality and disclosure of educational records. SROs' access to educational records shall be under the direct, exclusive control of the District, and shall be limited to the purposes of promoting school safety, enhancing the physical security of students, the protection of property, and investigating and facilitating student disciplinary proceedings.

The District will notify parents and guardians that SROs have been designated by this Agreement as District school officials with legitimate educational interests in student records and may access such records in the performance of their official duties.

The City shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. The City shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, the City shall turn over to District all educational records received pursuant to this Agreement.

#### 10. Assignment

This Agreement is for services to be performed by the City. Neither this Agreement nor any duties or obligations to be performed by the City under this Agreement shall be assigned without the prior written consent of the District. In the event of an assignment by the City to which the District has consented, the assignee or its legal representative shall agree in writing with the District to personally assume, perform and be bound by all covenants, obligations and agreements contained in this Agreement.

#### 11. Notices

Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given on the fifth day of mailing to the Party whom notice is to be given, by first-class mail registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

DISTRICT: Mendota Unified School District  
115 McCabe Avenue  
Mendota, CA 93640  
Attn: Superintendent of Schools

CITY: City of Mendota  
643 Quince Street  
Mendota, CA  
93640  
Attn: City Manager



CC: City Manager  
643 Quince Street  
Mendota, CA 93640

## 12. Duty of Care

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

## 13. Entire Agreement

This Agreement, including all recitals, contains the entire agreement between the Parties and supersedes all prior agreements, addenda, and understandings between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the Parties. Any subsequent written modification and/or agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent.

## 14. Binding on Successors and Assigns

This Agreement shall inure to the benefit of and be binding upon the Parties and their successors.

## 15. Severability

Should any term or provision of the Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and enforced as written to the fullest extent permitted by law.

## 16. California Law

This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though **it** were included therein. The City agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

17. Ratification of Board of Education

This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Mendota Unified School District (“Board”), as evidenced by a motion of said board duly passed and adopted by the Board.

**IN WITNESS WHEREOF**, the Parties have, by their duly authorized representatives, executed this Agreement as of the latest date written below.

*[Signatures follow on next page]*

**MENDOTA UNIFIED SCHOOL DISTRICT:**

By: \_\_\_\_\_  
Paul Lopez, Superintendent

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

**CITY OF MENDOTA:**

By: \_\_\_\_\_  
Cristian Gonzalez,  
City Manager

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

**ATTEST:**

By: \_\_\_\_\_  
Celeste Cabrera-Garcia, City Clerk

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

## **EXHIBIT A SCOPE OF WORK**

**Scope of Work.** The Department agrees to assign five (5) sworn police officers to serve as SROs at the District's schools. The SROs will be assigned to work primarily at school sites to provide security as well as instruction for the District's CTE Program. The SROs will wear the regulation police uniform and operate a marked police patrol vehicle while on duty, unless otherwise authorized by a supervisor for a specific purpose. The SROs' duties shall include but not be limited to:

1. The five (5) assigned SROs will provide law enforcement expertise to assist the school staff in maintaining safety at school sites. The SROs shall not be responsible for responding to events occurring outside of their assigned work time as provided in the Agreement.
2. The SROs' investigation and questioning of students at school shall be limited to offenses related to the operation of the school or occurring at the school, except in situations where a delay in investigation or questioning may result in danger to any person, flight from the jurisdiction by the person suspected of a crime, or destruction of evidence.
3. Interviews of minors will be conducted in accordance with Welfare and Institutions Code section 625.6 and legal counsel shall be provided when required.
4. The SROs shall notify the school principal as soon as practical of any significant law enforcement actions taken by an SRO or other officer.
5. The SROs shall not become involved in school administrative searches unless specifically requested by the principal in order to provide security or to handle contraband. School administrative searches will be at the direction and control of the school principal and will be based upon reasonable suspicion.
6. The SROs shall be responsible for monitoring the social and cultural environment around District schools to identify existing or emerging youth gangs. Gang prevention and early intervention strategies shall be coordinated between the Department and the District.
7. The SROs may become involved, at the request of the school principal, with the school's curriculum and provide instructional presentations that enhance the students' understanding of the police mission and the responsibilities of citizenship.
8. The SROs will work to prevent juvenile delinquency and campus violence through close contact and positive relationships with students. The SROs will serve as positive role models for students.
9. The certificated administrators of each school shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled in their school. At the request of the school principal, the SROs shall attend suspension and expulsion hearings. The SROs shall be prepared to provide testimony on any actions taken by the officer and on any personally observed conduct witnessed by the officer. The SROs shall also make available at expulsion hearings any physical evidence that has been seized by law enforcement and is held by the Department.
10. The SROs shall disseminate to school administrators and staff information on crime trends and changes in laws to assist them in establishing and maintaining safe school environments.
11. The SROs will work to establish and maintain a collaborative partnership with the school administration to provide a safe school environment. The SROs will regularly communicate with the school administration in an effort to share information and discuss issues and concerns of mutual interest.

12. The SROs will work to increase communication between law enforcement, students, school staff, and the community. The SROs will work to build positive working relationships with the school staff and parents.
13. One SRO who shall possess all of the credentials as required by the CTC, shall be designated to provide law enforcement-specific instruction/coordination, curriculum, and related materials for the CTE Program.
14. In consultation with the District, the designated SRO shall be responsible for services related to the instruction of the CTE Program which may also include the coordination of off-site field trips, thematic presentations in law enforcement courses, community service events, mentoring, college preparation, work-based learning activities, and leadership camps.
15. In consultation with the District, the designated SRO shall be responsible for creating the curriculum for the course and shall be responsible for evaluating the performances of the students in the CTE Program.
16. The City shall be responsible for providing SROs with all trainings required by law, including Penal Code 832.3. The District agrees to reimburse the City for costs associated with any District-approved training as set forth in paragraph 1 of the Agreement. Further, the District, in its discretion, may provide supplemental trainings (either directly or through third parties) for the SROs on best practices in working with minors (including those with disabilities). The supplemental trainings shall be conducted during the SROs' working time as provided in the Agreement and shall be at no cost to the City.

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** CELESTE CABRERA-GARCIA, CITY CLERK  
**VIA:** CRISTIAN GONZALEZ, CITY MANAGER  
**SUBJECT:** APPOINTING COUNCIL MEMBERS TO VARIOUS BOARDS, COMMISSIONS, AND SUB-COMMITTEES  
**DATE:** JANUARY 21, 2025

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**ISSUE**

Shall the City Council adopt Resolution No. 25-06, appointing Council Members to various Boards, Commissions, and Sub-committees?

**BACKGROUND**

Following each municipal election cycle, the City Council of the City of Mendota (“City”) reviews and updates the Council’s representative assignments. Through this action, the City Council designates/assigns the Council Members that will serve on the various boards, commissions, and sub-committees that the City of Mendota (“City”) has or participates in.

**ANALYSIS**

Attached to Resolution No. 25-06 is Exhibit “A,” which depicts the Council representative assignments as they previously stood (under the column “Previous”), as well as the new assignments (under the “New” Column) that need to be made.

To facilitate the process, staff has highlighted in yellow the positions under the “New” column that the City Council needs to act on.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Staff recommends that the City Council discuss and take action on which individuals will serve in the capacities highlighted in the attached Exhibit “A”, and, once the assignments are finalized, adopt Resolution No. 25-06.

**Attachments:**

1. Resolution No. 25-06
2. Exhibit “A” – 2025 City of Mendota Representative Assignments

**BEFORE THE CITY COUNCIL  
OF THE  
CITY OF MENDOTA, COUNTY OF FRESNO**

**RESOLUTION NO. 25-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENDOTA APPOINTING  
COUNCIL MEMBERS TO VARIOUS BOARDS, COMMISSIONS, AND SUB-  
COMMITTEES**

**WHEREAS**, the City Council of the City of Mendota (“City”) has been reorganized following the November 2024 election; and

**WHEREAS**, the City Council appoints members of the Council to represent the City on various boards, commissions, and sub-committees; and

**WHEREAS**, terms on various boards, commissions, and sub-committees have expired or otherwise need to be assigned and filled.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mendota, that the facts contained in the recitals above are true and correct, and that the City Council hereby approves the appointment of members of the Council to various boards, commissions, and sub-committees, included herein as Exhibit “A”.

\_\_\_\_\_  
Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Council Chambers located at 725 Riofrio Street, Mendota, California 93640, on the 21<sup>st</sup> day of January, 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Celeste Cabrera-Garcia, City Clerk

# **EXHIBIT A**

## 2025-2026 City of Mendota Representative Assignments

AGENCIES, BOARDS AND COMMITTEES OUTSIDE OF THE CITY OF MENDOTA				
<b>League of California Cities Voting Delegate</b>				
<i>Representative chosen annually prior to annual conference and is dependent on who attends.</i>				
	<b>Previous 2023</b>	<b>Previous 2024</b>	<b>New</b>	<b>Term</b>
Delegate	Victor Martinez	Victor Martinez	TBD each year	Per Annual Conference
Alternate	Jose Alonso	Oscar Rosales	TBD each year	Per Annual Conference
Alternate	Oscar Rosales	Jose Alonso	TBD each year	Per Annual Conference
<b>Fresno County City Selection Committee</b>				
<i>Mayor appointed as City representative.</i>				
	<b>Previous</b>	<b>New</b>		<b>Term</b>
Representative	Victor Martinez	Victor Martinez		12/2026
<b>Fresno Council of Governments Policy Board</b>				
<i>Mayor and Mayor Pro Tempore appointed as City representatives.</i>				
	<b>Previous</b>	<b>New</b>		<b>Term</b>
Representative	Mayor Victor Martinez	Mayor Victor Martinez		12/2026
Alternate	Mayor Pro Tempore Libertad "Liberty" Lopez	Mayor Pro Tempore Jose Alonso		12/2026
<b>Fresno County Regional Transportation Mitigation Fee Agency</b>				
<i>Consists of the City's Fresno of Governments Policy Board Appointees.</i>				
	<b>Previous</b>	<b>New</b>		<b>Term</b>
Member	Mayor Victor Martinez	Mayor Victor Martinez		12/2026
Alternate	Mayor Pro Tempore Libertad "Liberty" Lopez	Mayor Pro Tempore Jose Alonso		12/2026
<b>Fresno Westside Mosquito Abatement District Board</b>				
	<b>Previous</b>	<b>New</b>		<b>Term</b>
Member	S. Leo Capuchino	S. Leo Capuchino (appointed 2024)		1/2026



## 2025-2026 City of Mendota Representative Assignments

AGENCIES, BOARDS AND COMMITTEES OUTSIDE OF THE CITY OF MENDOTA (Continued)			
San Joaquin Valley Air Pollution Control District Valley-Wide Special City Selection Committee	Previous	New	Term
Member	Oscar Rosales	<i>City Council to Appoint</i>	1/2027
Alternate	Jose Alonso	<i>City Council to Appoint</i>	1/2027

## 2025-2026 City of Mendota Representative Assignments

CITY OF MENDOTA BOARDS, COMMISSIONS, AND COMMITTEES			
<b>City Council</b>			
	<b>Previous</b>	<b>New</b>	<b>Term</b>
Mayor	Victor Martinez	Victor Martinez	12/2026 (12/2026 as Mayor)
Mayor Pro Tem	Libertad "Liberty" Lopez	Jose Alonso	12/2028 (12/2026 as MPT)
Council Member	Jose Alonso	Libertad "Liberty" Lopez	12/2026
Council Member	Oscar Rosales	Jesus "Jesse" Mendoza	12/2028
Council Member	Joseph Riofrio	Joseph R. Riofrio	12/2026
<b>Mendota Community Corporation</b>			
<i>Composed of the City Council.</i>			
	<b>Previous</b>	<b>New</b>	<b>Term</b>
Chairman	Victor Martinez	Victor Martinez	12/2026 (7/2025 as Chair)
Vice-Chairman	Jose Alonso	Jose Alonso	12/2028 (7/2025 as Vice-Chair)
Board Member	Libertad "Liberty" Lopez	Libertad "Liberty" Lopez	12/2026
Board Member	Joseph R. Riofrio	Jesus "Jesse" Mendoza	12/2028
Board Member	Oscar Rosales	Joseph R. Riofrio	12/2026
<b>Mendota Joint Powers Financing Authority</b>			
<i>Composed of the City Council.</i>			
	<b>Previous</b>	<b>New</b>	<b>Term</b>
Chairman	Victor Martinez	Victor Martinez	12/2026 (12/2026 as Chair)
Vice-Chairman	Libertad "Liberty" Lopez	Jose Alonso	12/2028 (12/2026 as Vice-Chair)
	Jose Alonso	Libertad "Liberty" Lopez	12/2026
	Oscar Rosales	Jesus "Jesse" Mendoza	12/2028
	Joseph Riofrio	Joseph R. Riofrio	12/2026

## 2025-2026 City of Mendota Representative Assignments

CITY OF MENDOTA BOARDS, COMMISSIONS, AND COMMITTEES (Continued)			
<b>Mendota Recreation Commission</b>	<b>Previous</b>	<b>New</b>	<b>Term</b>
<i>Commission includes one representative of the City Council. Commission appointments to occur at the 1/21/25 City Council meeting. Reorganization will occur at the 2/6/25 Recreation Commission meeting.</i>			
	Chairperson Kevin Romero	Chairperson Kevin Romero	1/31/2027 (2/6/2025 as Chair)
	Joseph R. Riofrio*	Council to Appoint*	1/31/2027
	Marcela Alonzo	TBD at 1/21/25 Council Meeting	1/31/2029
	Albert Escobedo***	Albert Escobedo***	1/31/2027
	Alicia Escobedo	Alicia Escobedo	1/31/2027
	Paul Ochoa	TBD at 1/21/25 Council Meeting**	1/31/2029
	Viviana Munguia	TBD at 1/21/25 Council Meeting	1/31/2029
*Representative from City Council **Representative from MUSD ***Representative from Planning Commission			
<b>Airport Land Plan Sub Committee</b>	<b>Previous</b>	<b>New</b>	<b>Term</b>
Regular Member	Victor Martinez	<i>City Council to Appoint</i>	1/2027
Regular Member	Oscar Rosales	<i>City Council to Appoint</i>	1/2027
Alternate Member	Jose Alonso	<i>City Council to Appoint</i>	1/2027
<b>Community Center Sub Committee</b>	<b>Previous</b>	<b>New</b>	<b>Term</b>
Regular Member	Libertad "Liberty" Lopez	<i>City Council to Appoint</i>	1/2027
Regular Member	Jose Alonso	<i>City Council to Appoint</i>	1/2027
Alternate Member	Victor Martinez	<i>City Council to Appoint</i>	1/2027

## 2025-2026 City of Mendota Representative Assignments

CITY OF MENDOTA BOARDS, COMMISSIONS, AND COMMITTEES (Continued)			
<b>Pool Park Rehabilitation Sub Committee</b>	<b>Previous</b>	<b>New</b>	<b>Term</b>
City Council Representative	Oscar Rosales	<i>City Council to Appoint</i>	1/2027
City Council Representative	Libertad “Liberty” Lopez	<i>City Council to Appoint</i>	1/2027
City Council Representative Alternate	Jose Alonso (Alternate)	<i>City Council to Appoint</i>	1/2027
Recreation Commission Representative	Albert Escobedo	Albert Escobedo	1/2027
Recreation Commission Representative	Paul Ochoa	TBD at 2/4/25 Council Meeting	1/2027
Recreation Commission Representative	Jessica Sanchez	TBD at 2/4/25 Council Meeting	1/2027
Community Representative	Brother Jay	Brother Jay	1/2027
Community Representative	Viviana Munguia	Viviana Munguia	1/2027
Community Representative	Morena Larreynaga	Morena Larreynaga	1/2027
<b>Public Safety Sub Committee</b>	<b>Previous</b>	<b>New</b>	<b>Term</b>
Chairman	Jose Alonso	<i>City Council to Appoint</i>	1/2027
Vice-Chairman	Libertad “Liberty” Lopez	<i>City Council to Appoint</i>	1/2027
Community Member	Joseph Amador	Joseph Amador	1/2027
<b>Sub Committee to Review Proposals for Purchase &amp; Potential Development of City-owned Property (2023 Sub Committee)</b>	<b>Previous</b>	<b>New</b>	<b>Term</b>
Regular Member	Victor Martinez	<i>City Council to Appoint</i>	1/2027
Regular Member	Joseph R. Riofrio	<i>City Council to Appoint</i>	1/2027
Alternate Member	Libertad “Liberty” Lopez	<i>City Council to Appoint</i>	1/2027

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** CELESTE CABRERA-GARCIA, CITY CLERK  
**VIA:** CRISTIAN GONZALEZ, CITY MANAGER  
**SUBJECT:** APPOINTING RESIDENTS TO THE MENDOTA PLANNING AND RECREATION COMMISSIONS  
**DATE:** JANUARY 21, 2025

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**ISSUE**

Shall the City Council adopt Resolution No. 25-07, appointing residents to the Mendota Planning and Recreation Commissions?

**BACKGROUND**

The City of Mendota (“City”) maintains a Planning Commission which consists of five regular Commissioners and one Alternate Commissioner. Regular Planning Commissioners Jose Gutierrez, Alicia Escobedo, and Jessica Sanchez, and the Alternative Planning Commissioner position (which is currently vacant) will have their terms expire on January 31, 2025. Pursuant to Mendota Municipal Code (“MMC”) section 2.36.020, the Mayor selects individuals to appoint to the Planning Commission and the City Council approves the Mayoral appointments.

The City also maintains a Recreation Commission that consists of seven Commissioners, including three seats for designated representatives (a representative from the City Council, the Planning Commission, and the Mendota Unified School District (“MUSD”). Recreation Commissioners Joseph R. Riofrio (the City Council designated representative), Paul Ochoa (the MUSD designated representative), Marcela Alonzo, and Viviana Munguia will have their terms expire on January 31, 2025. Pursuant to MMC section 2.32.020, the City Council selects individuals to appoint to the Recreation Commission.

In accordance with California Government Code Sections 54970-54974, on December 20, 2024, the City published the Notice of Upcoming Commission Vacancies – Local Appointment List, which is attached. The notice listed the expiring appointed terms for the upcoming year for the Planning and Recreation Commissions, names of incumbents, the dates of their appointments, the qualifications for both Commissions, how and where interested individuals could apply to be considered for appointment to the Commissions, and the deadline to submit applications to the office of the City Clerk (which was Friday, January 10, 2025, at 5pm).

**ANALYSIS**

**Planning Commission**

As a result of the upcoming expiring terms on the Planning Commission, there will be three regular Planning Commissioner vacancies and one Alternate Planning Commissioner vacancy. A

total of four applications were submitted by the deadline for consideration. The individuals who submitted applications by the deadline for consideration are Moses Macias, Alicia Escobedo, Jessica Sanchez, and Veronica Gill, and their applications are attached for the Council's review and consideration. The applications have been redacted to remove certain personal information due to privacy reasons.

### **Recreation Commission**

As a result of the upcoming expiring terms on the Recreation Commission, there will be two regular Recreation Commissioner vacancies and two vacancies for designated representatives. At its January 21, 2025, regular meeting, the City Council will be appointing the City Council representative. In regard to the MUSD representative, Superintendent Dr. Lopez has selected Paul Ochoa to the position and his appointment requires the City Council's ratification. For the remaining two Recreation Commissioner vacancies, two applications were submitted by the deadline for consideration, and they were submitted by Marcela Alonzo and Jessica Sanchez. Their applications are attached for the Council's review and consideration. The applications have been redacted to remove certain personal information due to privacy reasons.

### **FISCAL IMPACT**

None.

### **RECOMMENDATION**

Staff recommends that the City Council take two separate actions:

1. Mayor Martinez appoints residents to the three regular Planning Commissioner positions and a resident to the one Alternate Planning Commissioner position, with the approval of the City Council; and
2. City Council confirms the appointment of Paul Ochoa as the MUSD representative to Recreation Commission, and appoints residents to the two available Recreation Commissioner positions.

### **Attachments:**

1. Notice of Commission Vacancy – Local Appointment List
2. Applications:
  - a. Planning Commission:
    - i. Moses Macias
    - ii. Alicia Escobedo
    - iii. Jessica Sanchez
    - iv. Veronica Gill
  - b. Recreation Commission:
    - i. Marcela Alonzo
    - ii. Jessica Sanchez
3. Resolution No. 25-07



# CITY OF MENDOTA

“Cantaloupe Center Of The World”

## CITY OF MENDOTA NOTICE OF UPCOMING COMMISSION VACANCIES LOCAL APPOINTMENT LIST ANNUAL PUBLIC NOTICE

*Maddy Act Compliance - California Government Code Sections 54970-54974*

Notice is hereby given that the City of Mendota (“City”) encourages residents to apply for positions on City commissions that will have vacancies in 2025. The City publishes a list of expiring appointed terms for the upcoming year, names of incumbents and the dates of their appointments. For any questions regarding this notice, please contact the City Clerk’s office at (559) 655-3291.

### PLANNING COMMISSION

**(Applications are due by 5:00 p.m. on Friday, January 10, 2025)**

Commissioner Albert Escobedo	Appointed: January 2023	Expires: January 31, 2027
Commissioner Alex Garcia	Appointed: January 2023	Expires: January 31, 2027
Commissioner Jose Gutierrez	Appointed: December 2023	Expires: January 31, 2025
Commissioner Alicia Escobedo	Appointed: June 2024	Expires: January 31, 2025
Commissioner Jessica Sanchez	Appointed: January 2021	Expires: January 31, 2025
Alt. Commissioner – Vacant		Expires: January 31, 2025

### Planning Commission Qualifications

1. Applicants must be a Mendota resident or live within the boundaries of the Mendota Unified School District; and
2. Applicants shall not be a salaried employee of the City; and
3. Applicants must submit a completed **Application for Membership on a City of Mendota Commission** to the City Clerk (*Applications are available at City Hall, 643 Quince Street, Mendota, CA 93640 or the City’s website at [www.cityofmendota.com](http://www.cityofmendota.com)*).
4. Applicants will complete the term of the vacant seat on the Commission.



**RECREATION COMMISSION**

**(Applications are due by 5:00 p.m. on Friday, January 10, 2025)**

Commissioner Joseph R. Riofrio*	Appointed: August 2024	Expires: January 31, 2025
Commissioner Paul Ochoa**	Appointed: January 2021	Expires: January 31, 2025
Commissioner Albert Escobedo***	Appointed: January 2023	Expires: January 31, 2027
Commissioner Kevin Romero	Appointed: January 2023	Expires: January 31, 2027
Commissioner Marcela Alonzo	Appointed: November 2022	Expires: January 31, 2025
Commissioner Alicia Escobedo	Appointed: January 2023	Expires: January 31, 2027
Commissioner Viviana Munguia	Appointed: August 2023	Expires: January 31, 2025

\* Designated City Council Representative

\*\*Designated Mendota Unified School District Representative

\*\*\*Designated Planning Commission Representative

**Recreation Commission Qualifications**

1. Applicants must be a Mendota resident; and
2. Applicants shall not be a salaried employee of the City; and
3. Applicants must submit a completed **Application for Membership on a City of Mendota Board or Commission** to the City Clerk (*Applications are available at City Hall, 643 Quince Street, Mendota, CA 93640 or the City's website at [www.cityofmendota.com](http://www.cityofmendota.com)*).
4. Applicants will complete the term of the vacant seat on the Commission.

Dated: December 20, 2024

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby declare that the foregoing Special Public Notice, was posted on the outside bulletin board located at City Hall, 643 Quince Street, Mendota, CA 93640 on Friday, December 20, 2024 by 5:00 p.m.

  
\_\_\_\_\_  
Celeste Cabrera-Garcia, City Clerk





**City of Mendota**  
 643 Quince Street  
 Mendota, California 93640  
 Phone: (559) 655-3291 ♦ Fax: (559) 655-4064

**APPLICATION FOR MEMBERSHIP ON A COMMISSION**

**INSTRUCTIONS:** Applications should be filled out completely so that the City Council may fully evaluate your qualifications. Return your completed application and any necessary documents to Mendota City Hall, 643 Quince Street, Mendota, CA 93640.

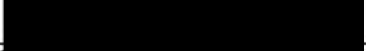
Eligibility requirements may vary depending on the Commission that you are applying for. For a list of qualifications please visit the City of Mendota's website at [www.cityofmendota.com](http://www.cityofmendota.com) or visit Mendota City Hall at 643 Quince Street, Mendota, CA 93640.

APPLICANT INFORMATION	
Name:	Moses Mautas
Address:	[REDACTED]
Cell Phone:	[REDACTED]
Home Phone:	[REDACTED]
Email:	[REDACTED]
Current Occupation:	writer
Years as a Mendota resident:	24
<b>Please check which commission you are applying for:</b>	
<input checked="" type="checkbox"/> Planning Commission <input type="checkbox"/> Recreation Commission <input type="checkbox"/> Other: _____	
Are you a member of any other boards, commissions, or committees in the City of Mendota, including those overseen by other agencies and organizations?	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please provide list: _____	
State your education background:	
A.A degree in communication and liberal arts and criminology.	
OTHER INFORMATION	
<i>Please answer all questions completed. Attach an additionally sheet, if necessary.</i>	
Please state how your experience (personal, education, professional) will allow you to effectively serve on the commission:	
My college experience allowed to be efficient and organize. I have a background in ministry where I was in charge of organizing the church plus be in charge of money. I've been on church boards and my writing has given me experience in contracts.	
Please state why you are interested in becoming a commissioner:	
I love the people of mendota and want to help the community to grow into a positive direction. I want the better best for the community.	




**ACKNOWLEDGMENT**

Please review City of Mendota Municipal Code ("MMC") Chapter 2.32 – Boards and Commissions Generally and Chapter 2.36 – Planning Commission which can be found at [www.cityofmendota.com](http://www.cityofmendota.com). For a hard copy of the MMC, please visit Mendota City Hall, 643 Quince Street, Mendota, CA 93640 or call (559) 655-3291. By signing below, you authorize the City of Mendota to forward this application to the Mendota City Council for consideration of appointment. By signing below, you also agree to comply with all ordinances, policies, and conditions as required for appointment and participation in the application commission/committee.

Dated: 1-6-2025      Moses Malia        
Print Name      Signature

**For City Clerk's Office Use Only**

Date Received: January 6, 2025  
Proof of Mendota Residency Validated:  Yes     No    Proof Type: CA ID  
Processed By: Celeste Fabreva-Barra        
Staff Name      Staff Signature





**City of Mendota**  
 643 Quince Street  
 Mendota, California 93640  
 Phone: (559) 655-3291 ♦ Fax: (559) 655-4064



**APPLICATION FOR MEMBERSHIP ON A COMMISSION**

**INSTRUCTIONS:** Applications should be filled out completely so that the City Council may fully evaluate your qualifications. Return your completed application and any necessary documents to Mendota City Hall, 643 Quince Street, Mendota, CA 93640.

Eligibility requirements may vary depending on the Commission that you are applying for. For a list of qualifications please visit the City of Mendota's website at [www.cityofmendota.com](http://www.cityofmendota.com) or visit Mendota City Hall at 643 Quince Street, Mendota, CA 93640.

APPLICANT INFORMATION	
Name:	Alicia A Escobedo
Address:	[REDACTED]
Cell Phone:	[REDACTED]
Home Phone:	[REDACTED]
Email:	[REDACTED]
Current Occupation:	Admin Assistant
Years as a Mendota resident:	30
<b>Please check which commission you are applying for:</b>	
<input checked="" type="radio"/> Planning Commission <input type="radio"/> Recreation Commission <input type="radio"/> Other: _____	
Are you a member of any other boards, commissions, or committees in the City of Mendota, including those overseen by other agencies and organizations? <input type="radio"/> No <input checked="" type="radio"/> Yes	
If yes, please provide list: <u>Recreation Commission</u>	
State your education background: <u>High School diploma</u>	
<hr/>	
OTHER INFORMATION	
<i>Please answer all questions completed. Attach an additionally sheet, if necessary.</i>	
Please state how your experience (personal, education, professional) will allow you to effectively serve on the commission: <u>I am an active participate in community organizations. I volunteer for Westside Youth Center. I also have organized a Halloween Maze Event for 4 strong years.</u>	
<hr/>	
Please state why you are interested in becoming a commissioner: <u>I am interested in seeing Mendota grow with new businesses and more housing for the residents of Mendota.</u>	
<hr/>	





JAN 06 2025



**City of Mendota**  
643 Quince Street  
Mendota, California 93640  
Phone: (559) 655-3291 ♦ Fax: (559) 655-4064

City of Mendota

**APPLICATION FOR MEMBERSHIP ON A COMMISSION**

**INSTRUCTIONS:** Applications should be filled out completely so that the City Council may fully evaluate your qualifications. Return your completed application and any necessary documents to Mendota City Hall, 643 Quince Street, Mendota, CA 93640.

Eligibility requirements may vary depending on the Commission that you are applying for. For a list of qualifications please visit the City of Mendota's website at [www.cityofmendota.com](http://www.cityofmendota.com) or visit Mendota City Hall at 643 Quince Street, Mendota, CA 93640.

APPLICANT INFORMATION	
Name:	<u> Jessica Sanchez </u>
Address:	<u> [REDACTED] </u>
Cell Phone:	<u> [REDACTED] </u> Home Phone: _____
Email:	<u> [REDACTED] </u>
Current Occupation:	<u> case manager/career advisor </u>
Years as a Mendota resident:	<u> 30 </u> Please check which commission you are applying for:
	<input checked="" type="checkbox"/> Planning Commission <input checked="" type="checkbox"/> Recreation Commission <input type="checkbox"/> Other: _____
Are you a member of any other boards, commissions, or committees in the City of Mendota, including those overseen by other agencies and organizations?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
If yes, please provide list: _____	
State your education background: <u> Master's in Social Work and B.A in Sociology </u>	
_____	
_____	
OTHER INFORMATION	
<i>Please answer all questions completed. Attach an additionally sheet, if necessary.</i>	
Please state how your experience (personal, education, professional) will allow you to effectively serve on the commission: I have already served as planning and recreation commissioner for more than 2 years. I have also served as vice-chair of the planning commission for a few months. I actively participate, ask thoughtful questions, contribute new ideas, and help execute them. In addition to my commission experience, I also have coordinated numerous unhoused aid efforts helping bring the Mendota community together under the cause of helping the unhoused meet their basic needs through distributions and donation collections. I oversaw and continue to volunteer at the Mendota BGC and have strong community connections that I continue to maintain and expand.	
_____	
Please state why you are interested in becoming a commissioner: I believe it is crucial to be informed and participate in city affairs if I care about my community. I feel it is my duty as a resident of Mendota who owes her community for all it did for her (me). I hope my participation in these commissions and the choices we make help improve the overall quality of life and future of those to come for Mendota.	

**ACKNOWLEDGMENT**

Please review City of Mendota Municipal Code ("MMC") Chapter 2.32 – Boards and Commissions Generally and Chapter 2.36 – Planning Commission which can be found at [www.cityofmendota.com](http://www.cityofmendota.com). For a hard copy of the MMC, please visit Mendota City Hall, 643 Quince Street, Mendota, CA 93640 or call (559) 655-3291. By signing below, you authorize the City of Mendota to forward this application to the Mendota City Council for consideration of appointment. By signing below, you also agree to comply with all ordinances, policies, and conditions as stated in the application commission/committee.

Dated: 1/6/25 \_\_\_\_\_  
Jessica Sanchez  
Print Name



**For City Clerk's Office Use Only**

Date Received: January 6, 2025

Proof of Mendota Residency Validated:  Yes  No Proof Type: CA DL

Processed By: Celeste Cabrera-Garcia \_\_\_\_\_  
Staff Name Staff Signature





**City of Mendota**  
 643 Quince Street  
 Mendota, California 93640  
 Phone: (559) 655-3291 ♦ Fax: (559) 655-4064

**APPLICATION FOR MEMBERSHIP ON A COMMISSION**

**INSTRUCTIONS:** Applications should be filled out completely so that the City Council may fully evaluate your qualifications. Return your completed application and any necessary documents to Mendota City Hall, 643 Quince Street, Mendota, CA 93640.

Eligibility requirements may vary depending on the Commission that you are applying for. For a list of qualifications please visit the City of Mendota's website at [www.cityofmendota.com](http://www.cityofmendota.com) or visit Mendota City Hall at 643 Quince Street, Mendota, CA 93640.

APPLICANT INFORMATION	
Name:	Veronica Gill
Address:	[REDACTED]
Cell Phone:	[REDACTED]
Home Phone:	[REDACTED]
Email:	[REDACTED]
Current Occupation:	Years as a Mendota resident:
<b>Please check which commission you are applying for:</b> <input checked="" type="checkbox"/> Planning Commission <input type="checkbox"/> Recreation Commission <input type="checkbox"/> Other: _____	
Are you a member of any other boards, commissions, or committees in the City of Mendota, including those overseen by other agencies and organizations? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, please provide list: <u>Westside youth</u>	
State your education background: <u>College AS degree</u>	
OTHER INFORMATION	
<i>Please answer all questions completed. Attach an additional sheet, if necessary.</i>	
Please state how your experience (personal, education, professional) will allow you to effectively serve on the commission: <u>I've been doing a lot of volunteer work and I can see future goals for the city of Mendota. I would love the opportunity to help in developing actionable strategies.</u>	
Please state why you are interested in becoming a commissioner: <u>I would like to help in the future shape the future growth of the community of Mendota.</u>	



**ACKNOWLEDGMENT**

Please review City of Mendota Municipal Code ("MMC") Chapter 2.32 – Boards and Commissions Generally and Chapter 2.36 – Planning Commission which can be found at [www.cityofmendota.com](http://www.cityofmendota.com). For a hard copy of the MMC, please visit Mendota City Hall, 643 Quince Street, Mendota, CA 93640 or call (559) 655-3291. By signing below, you authorize the City of Mendota to forward this application to the Mendota City Council for consideration of appointment. By signing below, you also agree to comply with all ordinances, policies, and conditions as required for appointment and participation in the application commission/committee.

Dated: 1/8/25 Veronica Bird  
Print Name

  
Signature

**For City Clerk's Office Use Only**

Date Received: January 10, 2025

Proof of Mendota Residency Validated:  Yes  No

Proof Type: CADL

Processed By: Celeste Cabrera-Garcia  
Staff Name

[Signature]  
Staff Signature





**City of Mendota**  
 643 Quince Street  
 Mendota, California 93640  
 Phone: (559) 655-3291 ♦ Fax: (559) 655-4064

**APPLICATION FOR MEMBERSHIP ON A COMMISSION**

**INSTRUCTIONS:** Applications should be filled out completely so that the City Council may fully evaluate your qualifications. Return your completed application and any necessary documents to Mendota City Hall, 643 Quince Street, Mendota, CA 93640.

Eligibility requirements may vary depending on the Commission that you are applying for. For a list of qualifications please visit the City of Mendota's website at [www.cityofmendota.com](http://www.cityofmendota.com) or visit Mendota City Hall at 643 Quince Street, Mendota, CA 93640.

**APPLICANT INFORMATION**

Name: Marcela Alonzo  
 Address: [REDACTED]  
 Cell Phone: [REDACTED] Home Phone: N/A  
 Email: [REDACTED]  
 Current Occupation: Caregiver Years as a Mendota resident: 30+ years

**Please check which commission you are applying for:**

- Planning Commission     Recreation Commission     Other: \_\_\_\_\_

Are you a member of any other boards, commissions, or committees in the City of Mendota, including those overseen by other agencies and organizations?     No     Yes

If yes, please provide list: \_\_\_\_\_

State your education background: Some College

**OTHER INFORMATION**

*Please answer all questions completed. Attach an additionally sheet, if necessary.*

Please state how your experience (personal, education, professional) will allow you to effectively serve on the commission: I have had the privilege of serving on the Recreation Commission since 2022, where I gained valuable firsthand experience in its operations. Working collaboratively with fellow commissioners, I have focused on improving the quality and functionality of our city parks. Through well-considered recommendations to the City Council, we have strived to ensure that our parks better meet the needs of our community and enhance the overall well-being of residents.

Please state why you are interested in becoming a commissioner: I am eager to serve as a Commissioner because it offers me a meaningful opportunity to give back to my community. I am deeply committed to supporting our city, regularly dedicating my time to volunteering at local events, particularly those centered around our parks. This role would allow me to further contribute to the well-being and development of our community spaces.

**ACKNOWLEDGMENT**

Please review City of Mendota Municipal Code ("MMC") Chapter 2.32 – Boards and Commissions Generally and Chapter 2.36 – Planning Commission which can be found at [www.cityofmendota.com](http://www.cityofmendota.com). For a hard copy of the MMC, please visit Mendota City Hall, 643 Quince Street, Mendota, CA 93640 or call (559) 655-3291. By signing below, you authorize the City of Mendota to forward this application to the Mendota City Council for consideration of appointment. By signing below, you also agree to comply with all ordinances, policies, and conditions as required for appointment and participation in the application commission/committee.

Dated: 1/10/2025 Marcela Alonzo  
Print Name

Signature 

**For City Clerk's Office Use Only**

Date Received: January 10, 2025

Proof of Mendota Residency Validated:  Yes  No Proof Type: CADL

Processed By: Celeste Cabrera-Savain [Signature]  
Staff Name Staff Signature



JAN 06 2025



**City of Mendota**  
643 Quince Street  
Mendota, California 93640  
Phone: (559) 655-3291 ♦ Fax: (559) 655-4064

City of Mendota

**APPLICATION FOR MEMBERSHIP ON A COMMISSION**

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APPLICANT INFORMATION	
Name:	<u> Jessica Sanchez </u>
Address:	<u> [REDACTED] </u>
Cell Phone:	<u> [REDACTED] </u> Home Phone: _____
Email:	<u> [REDACTED] </u>
Current Occupation:	<u> case manager/career advisor </u>
Years as a Mendota resident:	<u> 30 </u> <b>Please check which commission you are applying for:</b>
	<input checked="" type="checkbox"/> Planning Commission <input checked="" type="checkbox"/> Recreation Commission <input type="checkbox"/> Other: _____
Are you a member of any other boards, commissions, or committees in the City of Mendota, including those overseen by other agencies and organizations?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
	<i>If yes, please provide list:</i> _____
State your education background:	<u> Master's in Social Work and B.A in Sociology </u>
OTHER INFORMATION	
<i>Please answer all questions completed. Attach an additionally sheet, if necessary.</i>	
Please state how your experience (personal, education, professional) will allow you to effectively serve on the commission: I have already served as planning and recreation commissioner for more than 2 years. I have also served as vice-chair of the planning commission for a few months. I actively participate, ask thoughtful questions, contribute new ideas, and help execute them. In addition to my commission experience, I also have coordinated numerous unhoused aid efforts helping bring the Mendota community together under the cause of helping the unhoused meet their basic needs through distributions and donation collections. I oversaw and continue to volunteer at the Mendota BGC and have strong community connections that I continue to maintain and expand.	
Please state why you are interested in becoming a commissioner: I believe it is crucial to be informed and participate in city affairs if I care about my community. I feel it is my duty as a resident of Mendota who owes her community for all it did for her (me). I hope my participation in these commissions and the choices we make help improve the overall quality of life and future of those to come for Mendota.	

**ACKNOWLEDGMENT**

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Dated: 1/6/25 \_\_\_\_\_  
Jessica Sanchez  
Print Name



**For City Clerk's Office Use Only**

Date Received: January 6, 2025

Proof of Mendota Residency Validated:  Yes  No Proof Type: CA DL

Processed By: Celeste Cabrera-Garcia \_\_\_\_\_  
Staff Name Staff Signature

**BEFORE THE CITY COUNCIL  
OF THE  
CITY OF MENDOTA, COUNTY OF FRESNO**

**RESOLUTION NO. 25-07**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENDOTA APPOINTING RESIDENTS TO THE MENDOTA PLANNING AND RECREATION COMMISSIONS**

**WHEREAS**, the City of Mendota (“City”) maintains a Planning Commission which consists of five regular Commissioners and one Alternate Commissioner; and

**WHEREAS**, the City also maintains a Recreation Commission that consists of seven Commissioners, including one representative from the City Council, one representative from the Planning Commission, and one representative from the Mendota Unified School District; and

**WHEREAS**, three regular Planning Commissioner terms, one Alternate Planning Commissioner term, and four Recreation Commissioner terms (including two designated seats), are set to expire on January 31, 2025; and

**WHEREAS**, in accordance with California Government Code Sections 54970-54974, on December 20, 2024, the City published a notice informing the public of the expiring appointed terms for the upcoming year for the Planning and Recreation Commissions, names of incumbents, the dates of their appointments, the qualifications for both Commissions, how and where interested individuals could apply to be considered for appointment to the Commissions, and the deadline to submit applications; and

**WHEREAS**, pursuant to Mendota Municipal Code (“MMC”) Section 2.36.020, the Mayor selects individuals to appoint to the Planning Commission and the City Council approves the appointments; and

**WHEREAS**, pursuant to MMC Section 2.36.020, the City Council selects individuals to appoint to the Recreation Commission; and

**WHEREAS**, at the January 21, 2025 regular City Council meeting, the City Council appointed \_\_\_\_\_ to serve as the City Council representative on the Recreation Commission until January 31, 2027; and

**WHEREAS**, the Mendota Unified School District (“MUSD”) has selected Paul Ochoa to serve as the MUSD representative on the Recreation Commission until January 31, 2029.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mendota, that the facts contained in the recitals above are true and correct, and that the Mayor hereby appoints \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, to the three regular Planning Commissioner terms, and

\_\_\_\_\_ to the Alternate Planning Commissioner term, and the City Council hereby approves said Mayoral appointments.

**BE IT FURTHER RESOLVED**, that the City Council hereby confirms the appointment of Paul Ochoa as the MUSD representative on the Recreation Commission, and appoints \_\_\_\_\_ and \_\_\_\_\_ to the Recreation Commission.

\_\_\_\_\_  
Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Council Chambers located at 725 Riofrio Street, Mendota, California 93640, on the 21<sup>st</sup> day of January, 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Celeste Cabrera-Garcia, City Clerk

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** CELESTE CABRERA-GARCIA, CITY CLERK  
**VIA:** CRISTIAN GONZALEZ, CITY MANAGER  
**SUBJECT:** DESIGNATING THE CITY COUNCIL’S PARTICIPATION AT EXTERNAL EVENTS  
**DATE:** JANUARY 21, 2025

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**ISSUE**

Shall the City Council adopt Resolution No. 25-08, designating the City Council’s participation at external events.

**BACKGROUND**

Given the role and capacity of City Council Members, it has been encouraged that the Council Members attend various external events and trainings in order to represent the community and gain additional knowledge and expertise as it pertains to their positions.

**ANALYSIS**

There are a variety of major external events and conferences held throughout the year by different agencies. Additionally, if desired by the City Council, the City may also coordinate trips to state and federal agencies to meet with state and federal representatives.

Traditionally, the City Council has allocated funding in its budget to allow each Council Member to attend at least one event in a given fiscal year. If additional funding is available or if a Council Member is unable to attend a trip, it may allow other Council Members to attend more than one event. Moreover, it is important to note that in order to comply with the requirements of the Brown Act, only two members of the City Council should attend certain events (such as state and federal advocacy trips), depending on the nature of the Council’s participation. Exhibit “A” to the attached resolution outlines the events that the City Council participated in 2024.

**FISCAL IMPACT**

To be determined.

**RECOMMENDATION**

Staff recommends that the City Council discuss and consider which events the City Council would like to participate in, determine which Council Members will participate in each event, and adopt Resolution No. 25-08, designating the City Council’s participation at external events.

**Attachment:**

1. Resolution No. 25-08
2. Exhibit “A” – Overview of Events

**BEFORE THE CITY COUNCIL  
OF THE  
CITY OF MENDOTA, COUNTY OF FRESNO**

**RESOLUTION NO. 25-08**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENDOTA DESIGNATING THE CITY COUNCIL'S PARTICIPATION AT EXTERNAL EVENTS**

**WHEREAS**, given the role and capacity of City of Mendota ("City") Council Members, it has been encouraged that the Council Members attend various external events and trainings in order to represent the community and gain additional knowledge and expertise as it pertains to their positions; and

**WHEREAS**, there are a variety of major external events and conferences held throughout the year by different agencies, as well as events/meetings initiated by the City; and

**WHEREAS**, it is the desire of the City Council to designate which Council Members will attend certain events.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mendota, that the facts contained in the recitals above are true and correct, and that the City Council hereby designates and approves that the Council Members listed in the attached Exhibit "A" attend the specified events and authorizes expenses for such events.

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the City Manager to appoint substitutes and modify event registrations in the event that a Council Members is unable to attend an event.

\_\_\_\_\_  
Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Council Chambers located at 725 Riofrio Street, Mendota, California 93640, on the 21<sup>st</sup> day of January, 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Celeste Cabrera-Garcia, City Clerk



# **EXHIBIT A**

## 2025 Overview of Events

Event	Description	Host Agency	Location	Date(s)	Estimated Cost
City Leaders Summit	City representatives will meet with legislators to advocate for cities' top priorities and participate in peer-to-peer discussions and in-depth sessions covering topics ranging from leadership to emerging issues facing cities.	CalCities	SAFE Credit Union Convention Center (Sacramento, CA)	April 23-25, 2025	\$1,615.00 +/- per person (Based on highest per person expenses in 2024)
State Advocacy Trip	City representatives will meet with state agency representatives and elected officials regarding City priorities.	City led	California State Capitol (Sacramento, CA)	TBD	\$65.00 +/- per person (Based on highest per person expenses in 2024)
Federal Advocacy Trip	City representatives will meet with federal agency representatives and elected officials regarding City priorities.	City led	United States Capitol (Washington D.C.)	TBD	\$2,970.00 +/- per person (Based on highest per person expenses in 2024)
ICSC Las Vegas	City representatives will gather with dealmakers and industry experts, who are driving innovation and evolution in the Marketplaces Industry.	ICSC	Las Vegas Convention Center (Las Vegas, NV)	May 18-20, 2025	\$2,100.00 +/- per person (Based on highest per person expenses in 2024)
Annual Conference	City representatives will participate in educational and innovation leadership sessions, workshops, and networking events with leaders from all sections of city government.	CalCities	Long Beach Convention Center (Long Beach, CA)	October 8-10, 2025	\$2,687.00 +/- per person (Based on highest per person expenses in 2024)

**Animal Control  
Monthly Log**

November 2024

ADDRESS	TYPE	DATE	BREED/DESCRIPTION	SEX	OWNER	IMPOUND Y/N	DOG DISPOSITION	CASE DISPOSITION	OFFENSE	FINE	OFFICER
BELMONT/ 8TH	PUBLIC HAZARD	11/1/2024	3 LRG DOGS AT LARGE	UNK		YES	10-DAY QUARANTINE	REPORT TO FOLLOW	1ST	\$150.00	ALCAZAR
254 TUFT	ANIMAL COMPLAINT	11/6/2024	2 LRG DOGS AT LARGE	UNK	NONE	YES	SLEEP	COMPLETE	1ST	\$0.00	ACOSTA
1225 OLLER	LOST/FOUND ANIMAL	11/7/2024	2 SMALL AT LARGE	UNK	NONE	YES	ADOPTED	COMPLETE	1ST	\$0.00	ACOSTA
129 RAMIIREZ	ANIMAL COMPLAINT	11/7/2024	1 SMALL CHI/MIX	UNK	NONE	NO	ADOPTED	COMPLETE	1	\$0.00	ACOSTA
1000 AIRPORT BLVD	LOST/FOUND ANIMAL	11/7/2024	1 SMALL CHI/MIX	UNK		NO	LOST	NAT	0	\$0.00	ACOSTA
202 I	LOST/FOUND ANIMAL	11/8/2024	SHITSU	UNK	NONE	YES	ADOPTED	COMPLETE	1	\$0.00	ACOSTA
107 KATE	ANIMAL COMPLAINT	11/12/2024	4 SMALL PUPPIES	UNK	NONE	YES	ADOPTED	COMPLETE	0	\$0.00	ALCAZAR
1640 9TH	LOST/FOUND ANIMAL	11/12/2024	1 LRG HUSKY	UNK		NO	RELEASED	COMPLETE	1	\$0.00	ALCAZAR
605 BASS	ANIMAL COMPLAINT	11/13/2024	1 PUP	UNK	NONE	YES	ADOPTED	COMPLETE	0	\$0.00	NAVARRO
429 SILVA	ANIMAL COMPLAINT	11/14/2024	DOG	UNK		NO	NONE	COMPLETE	0	\$0.00	NAVARRO
SMOOT/SORNSSEN	ANIMAL COMPLAINT	11/14/2024	CAT	UNK	NONE	NO	NONE	COMPLETE	0	\$0.00	NAVARRO
107 KATE	ANIMAL COMPLAINT	11/15/2024	1 PUP	UNK	NONE	NO	UTL	COMPLETE	1	\$0.00	NAVARRO
124 ASH	LOST/FOUND ANIMAL	11/15/2024	2 GERMAN SHEPARDS	UNK	NONE	NO	NAT	NAT	1	\$0.00	ACOSTA
251 FLEMING	ANIMAL COMPLAINT	11/15/2024	7 SMALL DOGS AT LARGE	UNK		NO	25	CITE	1	\$350.00	ACOSTA
QUIINCE/BELMONT	ANIMAL COMPLAINT	11/15/2024	3 LARGE DOGS AT LARGE	UNK	NONE	NO	UTL	UTL	1	\$0.00	ACOSTA
240 GREGG CT	ANIMAL COMPLAINT	11/18/2024	2 SMALL AT LARGE	UNK	NONE	NO	UTL	UTL	1	\$0.00	ACOSTA
1948 JENNINGS	LOST/FOUND ANIMAL	11/18/2024	1 GERMAN SHEPARD	UNK	NONE	YES	SLEEP	COMPLETE	1	\$0.00	NAVARRO
251 GREGG CT	ANIMAL COMPLAINT	11/20/2024	2 DOGS	UNK	NONE	NO	NAT	COMPLETE	1	\$0.00	NAVARRO
240 GREGG CT	ANIMAL COMPLAINT	11/20/2024	1 SMALL CHI/MIX	UNK	NONE	NO	NAT	COMPLETE	1	\$0.00	NAVARRO
522 SORNSSEN	LOST/FOUND ANIMAL	11/21/2024	1 LARGE DOG	UNK	NONE	NO	NAT	COMPLETE	1	\$0.00	NAVARRO
609 NAPLES	LOST/FOUND ANIMAL	11/22/2024	3 SMALL PUPPIES	UNK		NO	NAT	NAT	1	\$0.00	ACOSTA
635 I ST	LOST/FOUND ANIMAL	11/23/2024	1 GERMAN SHEPARD	UNK		NO	NAT	NAT	0	\$0.00	ACOSTA
LOLITA/7TH	LOST/FOUND ANIMAL	11/23/2024	BLK LAB	UNK	NONE	NO	NAT	UTL	1	\$0.00	ACOSTA
QUINCE/9TH	ANIMAL COMPLAINT	11/25/2024	5 CHICKENS	UNK	UTL	NO	NAT	NAT	1	\$0.00	ACOSTA
448 PUCHEU	PUBLIC HAZARD	11/28/2024	1 LARGE DOG	UNK	UTL	NO	UTL	UTL	0	\$0.00	ALCAZAR
1783 8TH ST	ANIMAL COMPLAINT	11/30/2024	1 LARGE DOG	UNK		YES	SURRENDERD	NAT	1	\$0.00	ACOSTA

**TOTAL: \$500.00**

<b>RESCUED: 10</b>
<b>SLEEP: 16</b>
<b>RETURNED TO OWNER: 1</b>
<b>AT DOG POUND: 14</b>

## Code Enforcement

November 2024

## Monthly Log

ADDRESS	TYPE OF CASE	1ST NOTICE	DEADLINE	STATUS	FINE AMOUNT	OFFICER
NAPLES/ 2ND	VEHICLE CHECK	11/1/2024	N/A	CITED	\$50.00	ACOSTA
654 LOZANO	VEHICLE CHECK	11/2/2024	N/A	CITED	\$50.00	ALCAZAR
647 PEREZ	VEHICLE CHECK	11/2/2024	N/A	CITED	\$250.00	ALCAZAR
951 RIO FRIO	VEHICLE CHECK	11/2/2024	N/A	CITED	\$50.00	ALCAZAR
7TH/LOLITA	VEHICLE CHECK	11/2/2024	N/A	CITED	\$50.00	ALCAZAR
647 PEREZ	VEHICLE CHECK	11/3/2024	N/A	CITED	\$50.00	ALCAZAR
300 RIOS	VEHICLE CHECK	11/3/2024	N/A	CITED	\$250.00	ALCAZAR
300 RIOS	VEHICLE CHECK	11/3/2024	N/A	CITED	\$250.00	ALCAZAR
TONYS LAUNDRY MAT	MUNI CODE VIOLATION	11/3/2024	N/A	CITED	\$50.00	ALCAZAR
467 OLLER	MUNI CODE VIOLATION	11/3/2024	N/A	CITED	\$50.00	ALCAZAR
123 RAMIREZ	VEHICLE CHECK	11/3/2024	N/A	CITED	\$50.00	ALCAZAR
TONYS LAUNDRY MAT	MUNI CODE VIOLATION	11/3/2024	N/A	CITED	\$50.00	ALCAZAR
NAPLES/ 2ND	VEHICLE CHECK	11/4/2024	N/A	CITED	\$50.00	ACOSTA
QUINCE/BELMONT	VEHICLE CHECK	11/4/2024	N/A	CITED	\$40.00	ACOSTA
PEREZ/LOZANO	VEHICLE CHECK	11/5/2024	N/A	CITED	\$50.00	ACOSTA
647 PEREZ	VEHICLE CHECK	11/5/2024	N/A	CITED	\$90.00	ACOSTA
647 PEREZ	VEHICLE CHECK	11/5/2024	N/A	CHECKS OK	\$0.00	ACOSTA
BASS/2ND	VEHICLE CHECK	11/5/2024	N/A	TAG	\$0.00	ACOSTA
529 J	PUBLIC NUISANCE	11/6/2024	N/A	WARNING	\$0.00	ACOSTA
224 LUA	VEHICLE CHECK	11/6/2024	N/A	CITED	\$50.00	ACOSTA
679 RIO FRIO	FOLLOW UP	11/6/2024	N/A	CHECKS OK	\$0.00	ACOSTA
NAPLES/ 2ND	VEHICLE CHECK	11/7/2024	N/A	CITED	\$50.00	ACOSTA
191 TUFT	VEHICLE CHECK	11/8/2024	N/A	CITED	\$250.00	ACOSTA
LATINO MARKET	PUBLIC NUISANCE	11/8/2024	N/A	WARNING	\$0.00	ACOSTA
SONORA MARKET	VEHICLE CHECK	11/8/2024	N/A	WARNING	\$0.00	ACOSTA
563 I	VEHICLE CHECK	11/8/2024	N/A	CITED	\$50.00	ACOSTA
700 OLLER	MUNI CODE VIOLATION	11/8/2024	N/A	WARNING	\$0.00	ACOSTA
647 PEREZ	VEHICLE CHECK	11/12/2024	N/A	CITED	\$50.00	ACOSTA
767 TULE	VEHICLE CHECK	11/12/2024	N/A	CITED	\$50.00	ALCAZAR
SONORA MARKET	MUNI CODE VIOLATION	11/13/2024	N/A	WARNING	\$0.00	NAVARRO
33/OLLER	MUNI CODE VIOLATION	11/13/2024	N/A	WARNING	\$0.00	NAVARRO
PUCHEU/BELMONT	MUNI CODE VIOLATION	11/13/2024	N/A	WARNING	\$0.00	NAVARRO
2ND/MARIE	VEHICLE CHECK	11/14/2024	N/A	CHECKS OK	\$0.00	NAVARRO

## Code Enforcement

November 2024

## Monthly Log

NAPLES/ 2ND	VEHICLE CHECK	11/15/2024	N/A	CITED	\$50.00	ACOSTA
6TH/LOLITA	VEHICLE CHECK	11/15/2024	N/A	WARNING	\$0.00	ACOSTA
NAPLES/ 2ND	VEHICLE CHECK	11/15/2024	NA	CITED	\$50.00	ACOSTA
260 TUFT	VEHICLE CHECK	11/17/2024	N/A	CITED	\$275.00	ACOSTA
ROJAS PIERCE PARK	VEHICLE CHECK	11/17/2024	N/A	CHECKS OK	\$0.00	ACOSTA
647 PEREZ	VEHICLE CHECK	11/17/2024	N/A	CHECKS OK	\$0.00	ACOSTA
J ST/I ST	VEHICLE CHECK	11/18/2024	N/A	CHECKS OK	\$0.00	ACOSTA
MEPD	LOBBY TRAFFIC	11/18/2024	NA	TRANSLATING	\$0.00	ACOSTA
INEZ/AIRPORT	VEHICLE CHECK	11/19/2024	N/A	NAT	\$0.00	NAVARRO
510 4TH	VEHICLE CHECK	11/19/2024	N/A	CITED	\$50.00	NAVARRO
621 4TH CT	VEHICLE CHECK	11/19/2024	N/A	WARNING	\$0.00	NAVARRO
951 2ND	VEHICLE CHECK	11/19/2024	N/A	CITED	\$100.00	NAVARRO
1155 PUCHEU	VEHICLE CHECK	11/20/2024	N/A	CITED	\$50.00	NAVARRO
TUFT/SORNSSEN	MUNI CODE VIOLATION	11/20/2024	N/A	WARNING	\$0.00	NAVARRO
265 GREGG CT	MUNI CODE VIOLATION	11/20/2024	NA	CITED	\$25.00	NAVARRO
502 CANTU	MUNI CODE VIOLATION	11/20/2024	N/A	CITED	\$25.00	NAVARRO
63 VERA CIRC	MUNI CODE VIOLATION	11/20/2024	N/A	CITED	\$25.00	NAVARRO
260 GONZALES	MUNI CODE VIOLATION	11/20/2024	N/A	WARNING	\$0.00	NAVARRO
200 DERRICK	MUNI CODE VIOLATION	11/20/2024	N/A	WARNING	\$0.00	NAVARRO
NAPLES/ 2ND	VEHICLE CHECK	11/22/2024	N/A	CITED	\$50.00	ACOSTA
BASS/2ND	VEHICLE CHECK	11/22/2024	N/A	WARNING	\$0.00	ACOSTA
309 BLANCO	FOLLOW UP	11/22/2024	N/A	NAT	\$0.00	ACOSTA
BASS/2ND	VEHICLE CHECK	11/22/2024	N/A	WARNING	\$0.00	ACOSTA
647 PEREZ	VEHICLE CHECK	11/22/2024	N	CITED	\$50.00	ACOSTA
NAPLES/ 2ND	VEHICLE CHECK	11/23/2024	N/A	CITED	\$50.00	ACOSTA
191 TUFT	VEHICLE CHECK	11/23/2024	N/A	CITED	\$275.00	ACOSTA
NAPLES/ 2ND	VEHICLE CHECK	11/24/2024	N/A	CITED	\$50.00	ACOSTA
ROJAS PIERCE PARK	VEHICLE CHECK	11/24/2024	N/A	CHECKS OK	\$0.00	ACOSTA
260 TUFT	VEHICLE CHECK	11/24/2024	N/A	CITED	\$275.00	ACOSTA
HERNANDEZ/DE LA CRUZ	VEHICLE CHECK	11/25/2024	N/A	CHECKS OK	\$0.00	ACOSTA
800 GARCIA	VEHICLE CHECK	11/25/2024	N/A	WARNING	\$0.00	ACOSTA
LA MISTA APTS	VEHICLE CHECK	11/25/2024	N/A	CITED	\$275.00	ACOSTA
2ND/I ST	VEHICLE CHECK	11/25/2024	N/A	CITED	\$50.00	ACOSTA
9TH/MARIE	VEHICLE CHECK	11/25/2024	N/A	WARNING	\$0.00	ACOSTA

## Code Enforcement

November 2024

## Monthly Log

557 I ST	VEHICLE CHECK	11/25/2024	N/A	WARNING	\$0.00	ACOSTA
NAPLES/ 2ND	VEHICLE CHECK	11/25/2024	N/A	CITED	\$50.00	ACOSTA
900 BLOCK RIO FRIO	VEHICLE CHECK	11/26/2024	NA	CITED	\$50.00	ACOSTA
593 4TH	PETTY THEFT	11/26/2024	N/A	RTF	\$0.00	ALCAZAR
606 I ST	VEHICLE CHECK	11/26/2024	N/A	CITED	\$50.00	ALCAZAR
800 GARCIA	MUNI CODE VIOLATION	11/26/2024	N/A	NAT	\$0.00	ALCAZAR
424 DERRICK	VEHICLE CHECK	11/28/2024	N/A	CITED	\$50.00	ALCAZAR
191 TUFT	VEHICLE CHECK	11/29/2024	N/A	CITED	\$50.00	ACOSTA
SILVA/AMADOR	VEHICLE CHECK	11/29/2024	NA	CHECKS OK	\$0.00	ACOSTA
654 LOZANO	VEHICLE CHECK	11/29/2024	N/A	CITED	\$50.00	ACOSTA
800 GARCIA	VEHICLE CHECK	11/29/2024	N/A	CITED	\$275.00	ACOSTA
647 PEREZ	VEHICLE CHECK	11/29/2024	N/A	CITED	\$275.00	ACOSTA
200 TUFT	VEHICLE CHECK	11/29/2024	N/A	CITED	\$50.00	ALCAZAR
BASS/2ND	VEHICLE CHECK	11/30/2024	N/A	CITED	\$50.00	ACOSTA
800 GARCIA	VEHICLE CHECK	11/30/2024	NA	WARNING	\$0.00	ACOSTA
800 GARCIA	VEHICLE CHECK	11/30/2024	N/A	CITED	\$275.00	ALCAZAR
<b>TOTAL:</b>					<b>\$4,880.00</b>	

# MENDOTA POLICE DEPARTMENT

## NOVEMBER 2024



CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
240002379.1		11/1/2024	Fri	NO	LOST PROPERTY	
240002380.1		11/1/2024	Fri	NO	OTHER AGENCY ASSIST	
240002382.1		11/1/2024	Fri	NO	AGGRAVATED ASSAULT	PC 245
240002383.1		11/2/2024	Sat	YES	ANIMAL COMPLAINT	
240002386.1		11/2/2024	Sat	YES	NARCOTICS VIOLATION	HS 11364
240002387.1		11/2/2024	Sat	YES	DUI ARREST	VC 23152
240002388.1		11/2/2024	Sat	NO	FIELD INTERVIEW	
240002392.1		11/3/2024	Sun	NO	INCIDENT REPORT	
240002393.1		11/4/2024	Mon	YES	NARCOTICS VIOLATION	HS 11364, PC 369I
240002397.1		11/4/2024	Mon	NO	ERROR	
240002398.1		11/4/2024	Mon	NO	SEX OFFENSE	PC 288
240002409.1		11/5/2024	Tue	NO	FIELD INTERVIEW	
240002415.1		11/5/2024	Tue	NO	PETTY THEFT	PC 484
240002416.1		11/5/2024	Tue	NO	INCIDENT REPORT	
240002417.1		11/5/2024	Tue	NO	INCIDENT REPORT	
240002420.1		11/5/2024	Tue	NO	GRAND THEFT AUTO	VC 10851
240002422.1		11/6/2024	Wed	YES	TRESPASS	PC 369I(A)
240002423.1		11/6/2024	Wed	YES	NARCOTICS VIOLATION	HS 11357.5A
240002424.1		11/6/2024	Wed	YES	INCIDENT REPORT	
240002425.1		11/6/2024	Wed	YES	AGGRAVATED ASSAULT (DV)	PC 273.5A
240002426.1		11/6/2024	Wed	NO	AGGRAVATED ASSAULT	
240002429.1		11/6/2024	Wed	YES	WARRANT ARREST	PC 978.5
240002430.1		11/7/2024	Thu	NO	GRAND THEFT AUTO	VC 10851
240002431.1		11/7/2024	Thu	NO	SIMPLE ASSAULT	PC 242
240002435.1		11/8/2024	Fri	NO	PETTY THEFT	PC 484
240002444.1		11/9/2024	Sat	NO	INCIDENT REPORT	
240002445.1		11/9/2024	Sat	YES	AGGRAVATED ASSAULT	PC 243D
240002446.1		11/9/2024	Sat	YES	DUI ARREST	VC 23152
240002447.1		11/9/2024	Sat	NO	GTA RECOVERY	
240002448.1		11/10/2024	Sun	NO	VEHICLE STORAGE	VC 22651
240002449.1		11/10/2024	Sun	YES	WARRANT ARREST	PC 978.5
240002450.1		11/10/2024	Sun	YES	WARRANT ARREST	PC 978.5
240002451.1		11/10/2024	Sun	YES	PUBLIC INTOXICATION	PC 647F
240002456.1		11/11/2024	Mon	YES	TRESPASS	PC 369I
240002461.1		11/11/2024	Mon	NO	TRAFFIC COLLISION	
240002462.1		11/11/2024	Mon	NO	INCIDENT REPORT	
240002465.1		11/11/2024	Mon	NO	SIMPLE ASSAULT	PC 242
240002468.1		11/12/2024	Tue	NO	INCIDENT REPORT	
240002470.1		11/12/2024	Tue	NO	FIELD INTERVIEW	
240002471.1		11/12/2024	Tue	NO	INCIDENT REPORT	



# MENDOTA POLICE DEPARTMENT

## NOVEMBER 2024



CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
240002474.1		11/12/2024	Tue	YES	AGGRAVATED ASSAULT	PC 245A1
240002475.1		11/12/2024	Tue	NO	INCIDENT REPORT	
240002476.1		11/12/2024	Tue	NO	TRAFFIC COLLISION	
240002477.1		11/13/2024	Wed	YES	WARRANT ARREST	PC 978.5
240002479.1		11/13/2024	Wed	NO	INCIDENT REPORT	
240002482.1		11/13/2024	Wed	NO	PETTY THEFT	PC 484
240002484.1		11/13/2024	Wed	NO	TRAFFIC COLLISION	
240002486.1		11/13/2024	Wed	NO	FIELD INTERVIEW	
240002492.1		11/14/2024	Thu	NO	VANDALISM	PC 594
240002493.1		11/24/2024	Sun	NO	AGGRAVATED ASSAULT	PC 273A
240002494.1		11/14/2024	Thu	YES	TRESPASS	PC 602
240002495.1		11/14/2024	Thu	NO	ANIMAL COMPLAINT	
240002496.1		11/14/2024	Thu	NO	HIT & RUN	VC 20002
240002497.1		11/14/2024	Thu	YES	PUBLIC INTOXICATION	PC 647F
240002498.1		11/14/2024	Thu	NO	SEX OFFENSE	PC 288
240002499.1		11/14/2024	Thu	YES	OPEN CONTAINER	BP 25620
240002500.1		11/14/2024	Thu	NO	MISSING PERSON LOCATE	
240002503.1		11/14/2024	Thu	NO	PETTY THEFT	PC 484
240002505.1		11/15/2024	Fri	YES	SIMPLE ASSAULT	PC 242
240002507.1		11/15/2024	Fri	YES	WARRANT ARREST	PC 978.5
240002508.1		11/15/2024	Fri	NO	INCIDENT REPORT	
240002512.1		11/16/2024	Sat	NO	INCIDENT REPORT	
240002513.1		11/16/2024	Sat	NO	VANDALISM	PC 594
240002527.1		11/17/2024	Sun	NO	ERROR	
240002530.1		11/17/2024	Sun	YES	SIMPLE ASSAULT	PC 242
240002532.1		11/17/2024	Sun	NO	SIMPLE ASSAULT (DV)	PC 243E1
240002534.1		11/18/2024	Mon	YES	NARCOTICS VIOLATION	HS 11364
240002536.1		11/18/2024	Mon	NO	INCIDENT REPORT	
240002539.1		11/18/2024	Mon	NO	MISSING PERSON	
240002543.1		11/18/2024	Mon	YES	AGGRAVATED ASSAULT	PC 245A1
240002545.1		11/19/2024	Tue	NO	VEHICLE STORAGE	VC 22651
240002547.1		11/20/2024	Wed	YES	SUSPENDED LICENSE	VC 14601
240002549.1		11/20/2024	Wed	NO	CANCELLED	
240002550.1		11/20/2024	Wed	NO	RAPE	PC 261
240002551.1		11/21/2024	Thu	NO	INCIDENT REPORT	
240002552.1		11/21/2024	Thu	YES	WARRANT ARREST	PC 978.5
240002554.1		11/21/2024	Thu	YES	WARRANT ARREST	PC 978.5
240002560.1		11/21/2024	Thu	NO	VANDALISM	PC 594
240002563.1		11/22/2024	Fri	NO	PETTY THEFT	PC 484
240002564.1		11/22/2024	Fri	NO	PUBLIC NUISANCE	





# MENDOTA POLICE DEPARTMENT

NOVEMBER 2024



CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
240002565.1		11/22/2024	Fri	NO	SIMPLE ASSAULT	PC 242
240002567.1		11/22/2024	Fri	NO	MENTALLY UNSTABLE	WI 5150
240002568.1		11/22/2024	Fri	NO	INCIDENT REPORT	
240002569.1		11/22/2024	Fri	NO	INCIDENT REPORT	
240002572.1		11/23/2024	Sat	NO	MENTALLY UNSTABLE	WI 5150
240002574.1		11/23/2024	Sat	NO	VANDALISM	PC 594
240002576.1		11/23/2024	Sat	YES	NARCOTICS VIOLATION	HS 11377
240002577.1		11/24/2024	Sun	NO	ROBBERY	PC 211
240002579.1		11/24/2024	Sun	NO	MENTALLY UNSTABLE	WI 5150
240002581.1		11/25/2024	Mon	NO	VANDALISM	PC 594
240002583.1		11/25/2024	Mon	NO	LOST PROPERTY	
240002584.1		11/25/2024	Mon	NO	ATTEMPT RESIDENTIAL BURGLARY	PC 664/459
240002585.1		11/25/2024	Mon	NO	VEHICLE BURGLARY	PC 459
240002593.1		11/25/2024	Mon	YES	WARRANT ARREST	PC 978.5
240002595.1		11/25/2024	Mon	NO	INCIDENT REPORT	
240002597.1		11/26/2024	Tue	NO	GTA RECOVERY	
240002598.1		11/26/2024	Tue	NO	PETTY THEFT	PC 484
240002599.1		11/26/2024	Tue	NO	INCIDENT REPORT	
240002601.1		11/26/2024	Tue	NO	MENTALLY UNSTABLE	WI 5150
240002602.1		11/26/2024	Tue	NO	INCIDENT REPORT	
240002613.1		11/26/2024	Tue	YES	RESISTING	PC 148
240002614.1		11/27/2024	Wed	NO	INCIDENT REPORT	
240002615.1		11/27/2024	Wed	YES	WARRANT ARREST	PC 978.5
240002618.1		11/28/2024	Thu	NO	FIELD INTERVIEW	
240002619.1		11/28/2024	Thu	NO	FIELD INTERVIEW	
240002620.1		11/29/2024	Fri	YES	NARCOTICS VIOLATION	HS 11377
240002623.1		11/29/2024	Fri	YES	NARCOTICS VIOLATION	HS 11377
240002624.1		11/29/2024	Fri	YES	NARCOTICS VIOLATION	HS 11377
240002625.1		11/29/2024	Fri	YES	DUI ARREST	VC 23152
240002626.1		11/29/2024	Fri	NO	INCIDENT REPORT	
240002627.1		11/29/2024	Fri	NO	AGGRAVATED ASSAULT	PC 417
240002628.1		11/29/2024	Fri	YES	WARRANT ARREST	PC 978.5
240002629.1		11/29/2024	Fri	YES	WARRANT ARREST	PC 978.5
240002630.1		11/30/2024	Sat	YES	NARCOTICS VIOLATION	HS 11377, HS 11364
240002632.1		11/30/2024	Sat	YES	PAROLE VIOLATION	PC 3056, HS 11377, HS 11364, PC 135
240002635.1		11/30/2024	Sat	NO	MENTALLY UNSTABLE	WI 5150
240002637.1		11/30/2024	Sat	YES	WEAPONS POSSESSION (GUN)	PC 25850A, HS 11370.1, PC 25400, HS 11377
240002638.1		11/30/2024	Sat	NO	INCIDENT REPORT	
240002640.1		11/30/2024	Sat	NO	FIELD INTERVIEW	





# MENDOTA POLICE DEPARTMENT

NOVEMBER 2024



CRIMETYPE	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Grand Total
AGGRAVATED ASSAULT	1	1	1	1		2	1	7
AGGRAVATED ASSAULT (DV)				1				1
ANIMAL COMPLAINT					1		1	2
ATTEMPT RESIDENTIAL BURGLARY		1						1
DUI ARREST						1	2	3
ERROR / CANCELLED	1	1		1				3
FIELD INTERVIEW			2	1	2		2	7
GRAND THEFT AUTO			1		1			2
GTA RECOVERY			1				1	2
HIT & RUN					1			1
INCIDENT REPORT	1	3	7	3	1	4	3	22
LOST PROPERTY		1				1		2
MENTALLY UNSTABLE	1		1			1	2	5
MISSING PERSON / LOCATE		1			1			2
NARCOTICS VIOLATION		2		1		3	3	9
OPEN CONTAINER					1			1
OTHER AGENCY ASSIST						1		1
PAROLE VIOLATION							1	1
PETTY THEFT			2	1	1	2		6
PUBLIC INTOXICATION	1				1			2
PUBLIC NUISANCE						1		1
RAPE				1				1
RESISTING			1					1
ROBBERY	1							1
SEX OFFENSE		1			1			2
SIMPLE ASSAULT	1	1			1	2		5
SIMPLE ASSAULT (DV)	1							1
SUSPENDED LICENSE				1				1
TRAFFIC COLLISION		1	1	1				3
TRESPASS		1		1	1			3
VANDALISM		1			2		2	5
VEHICLE BURGLARY		1						1
VEHICLE STORAGE	1		1					2
WARRANT ARREST	2	1		3	2	3		11
WEAPONS POSSESSION (GUN)							1	1
<b>Grand Total</b>	<b>11</b>	<b>17</b>	<b>18</b>	<b>16</b>	<b>17</b>	<b>21</b>	<b>19</b>	<b>119</b>

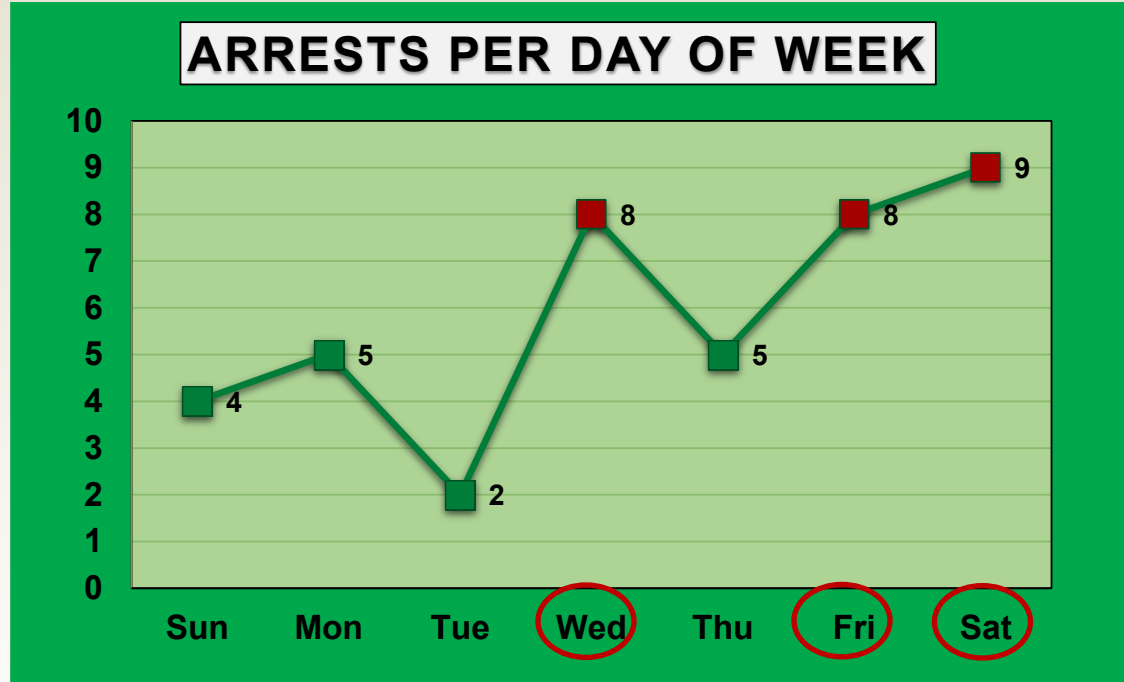


# MENDOTA POLICE DEPARTMENT

NOVEMBER 2024 - ARRESTS



DAYS	ARRESTS
Sun	4
Mon	5
Tue	2
Wed	8
Thu	5
Fri	8
Sat	9
<b>Grand Total</b>	<b>41</b>



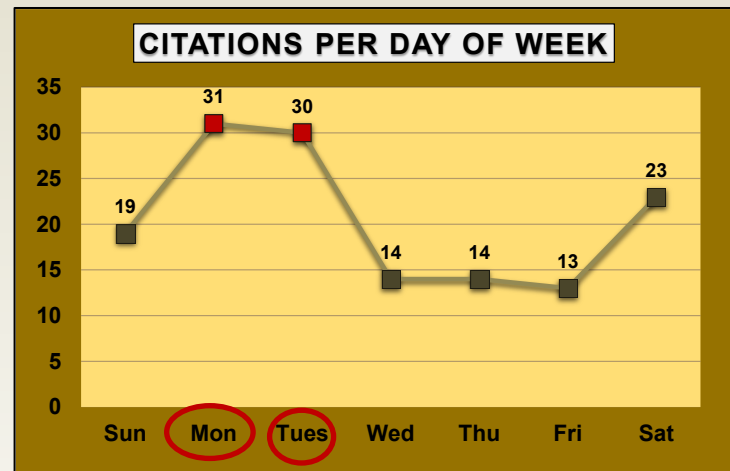


# MENDOTA POLICE DEPARTMENT

## NOVEMBER 2024 - CITES



CASE_NO	DATE	DAY	CASE_NO	DATE	DAY	CASE_NO	DATE	DAY
240002378.1	11/1/2024	Fri	240002460.1	11/11/2024	Mon	240002544.1	11/19/2024	Tue
240002381.1	11/1/2024	Fri	240002463.1	11/11/2024	Mon	240002546.1	11/20/2024	Wed
240002384.1	11/2/2024	Sat	240002464.1	11/11/2024	Mon	240002548.1	11/20/2024	Wed
240002385.1	11/2/2024	Sat	240002466.1	11/11/2024	Mon	240002553.1	11/21/2024	Thu
240002389.1	11/2/2024	Sat	240002467.1	11/12/2024	Tue	240002555.1	11/21/2024	Thu
240002390.1	11/2/2024	Sat	240002469.1	11/12/2024	Tue	240002556.1	11/21/2024	Thu
240002391.1	11/3/2024	Sun	240002472.1	11/12/2024	Tue	240002557.1	11/21/2024	Thu
240002394.1	11/4/2024	Mon	240002473.1	11/12/2024	Tue	240002558.1	11/21/2024	Thu
240002395.1	11/4/2024	Mon	240002478.1	11/13/2024	Wed	240002559.1	11/21/2024	Thu
240002396.1	11/4/2024	Mon	240002480.1	11/13/2024	Wed	240002561.1	11/22/2024	Fri
240002399.1	11/4/2024	Mon	240002481.1	11/13/2024	Wed	240002562.1	11/22/2024	Fri
240002400.1	11/4/2024	Mon	240002483.1	11/13/2024	Wed	240002566.1	11/22/2024	Fri
240002401.1	11/4/2024	Mon	240002485.1	11/13/2024	Wed	240002570.1	11/23/2024	Sat
240002402.1	11/4/2024	Mon	240002488.1	11/13/2024	Wed	240002571.1	11/23/2024	Sat
240002403.1	11/4/2024	Mon	240002489.1	11/13/2024	Wed	240002573.1	11/23/2024	Sat
240002404.1	11/5/2024	Tue	240002487.1	11/13/2024	Wed	240002575.1	11/23/2024	Sat
240002405.1	11/5/2024	Tue	240002490.1	11/14/2024	Thu	240002578.1	11/24/2024	Sun
240002406.1	11/5/2024	Tue	240002491.1	11/14/2024	Thu	240002580.1	11/24/2024	Sun
240002407.1	11/5/2024	Tue	240002501.1	11/14/2024	Thu	240002582.1	11/25/2024	Mon
240002408.1	11/5/2024	Tue	240002502.1	11/14/2024	Thu	240002586.1	11/25/2024	Mon
240002410.1	11/5/2024	Tue	240002504.1	11/14/2024	Thu	240002587.1	11/25/2024	Mon
240002411.1	11/5/2024	Tue	240002506.1	11/15/2024	Fri	240002588.1	11/25/2024	Mon
240002412.1	11/5/2024	Tue	240002509.1	11/15/2024	Fri	240002589.1	11/25/2024	Mon
240002413.1	11/5/2024	Tue	240002510.1	11/15/2024	Fri	240002590.1	11/25/2024	Mon
240002414.1	11/5/2024	Tue	240002511.1	11/16/2024	Sat	240002591.1	11/25/2024	Mon
240002418.1	11/5/2024	Tue	240002514.1	11/16/2024	Sat	240002592.1	11/25/2024	Mon
240002419.1	11/5/2024	Tue	240002515.1	11/16/2024	Sat	240002594.1	11/25/2024	Mon
240002421.1	11/5/2024	Tue	240002516.1	11/16/2024	Sat	240002596.1	11/26/2024	Tue
240002427.1	11/6/2024	Wed	240002517.1	11/16/2024	Sat	240002600.1	11/26/2024	Tue
240002428.1	11/6/2024	Wed	240002518.1	11/17/2024	Sun	240002603.1	11/26/2024	Tue
240002432.1	11/7/2024	Thu	240002519.1	11/17/2024	Sun	240002604.1	11/26/2024	Tue
240002433.1	11/7/2024	Thu	240002520.1	11/17/2024	Sun	240002605.1	11/26/2024	Tue
240002434.1	11/7/2024	Thu	240002521.1	11/17/2024	Sun	240002606.1	11/26/2024	Tue
240002436.1	11/8/2024	Fri	240002522.1	11/17/2024	Sun	240002607.1	11/26/2024	Tue
240002437.1	11/8/2024	Fri	240002523.1	11/17/2024	Sun	240002608.1	11/26/2024	Tue
240002438.1	11/8/2024	Fri	240002524.1	11/17/2024	Sun	240002609.1	11/26/2024	Tue
240002439.1	11/9/2024	Sat	240002525.1	11/17/2024	Sun	240002610.1	11/26/2024	Tue
240002440.1	11/9/2024	Sat	240002526.1	11/17/2024	Sun	240002611.1	11/26/2024	Tue
240002441.1	11/9/2024	Sat	240002528.1	11/17/2024	Sun	240002612.1	11/26/2024	Tue
240002442.1	11/9/2024	Sat	240002529.1	11/17/2024	Sun	240002616.1	11/27/2024	Wed
240002443.1	11/9/2024	Sat	240002531.1	11/17/2024	Sun	240002617.1	11/27/2024	Wed
240002452.1	11/10/2024	Sun	240002533.1	11/18/2024	Mon	240002621.1	11/29/2024	Fri
240002453.1	11/10/2024	Sun	240002535.1	11/18/2024	Mon	240002622.1	11/29/2024	Fri
240002454.1	11/10/2024	Sun	240002537.1	11/18/2024	Mon	240002631.1	11/30/2024	Sat
240002455.1	11/10/2024	Sun	240002538.1	11/18/2024	Mon	240002633.1	11/30/2024	Sat
240002457.1	11/11/2024	Mon	240002540.1	11/18/2024	Mon	240002634.1	11/30/2024	Sat
240002458.1	11/11/2024	Mon	240002541.1	11/18/2024	Mon	240002636.1	11/30/2024	Sat
240002459.1	11/11/2024	Mon	240002542.1	11/18/2024	Mon	240002639.1	11/30/2024	Sat

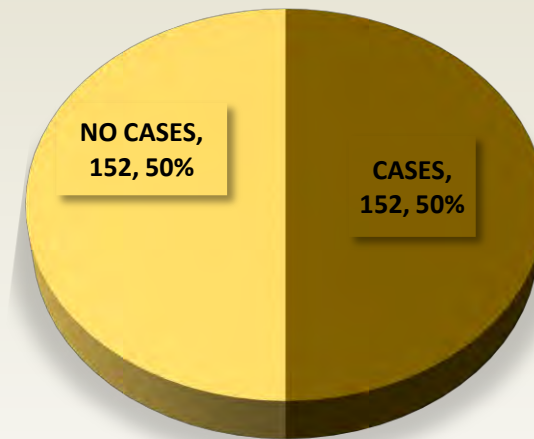
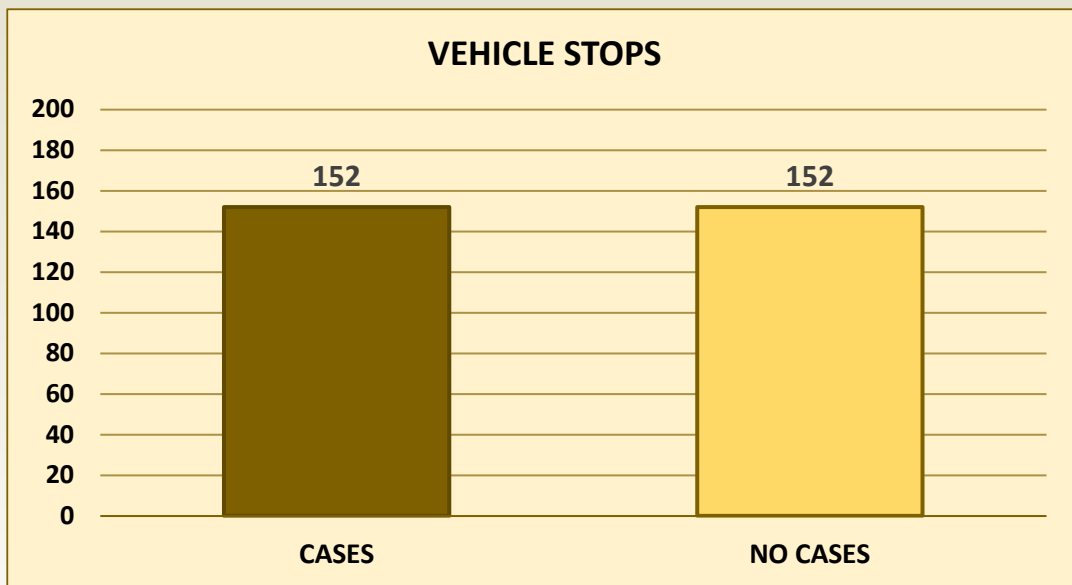


DAYS	COUNT
Sun	19
Mon	31
Tues	30
Wed	14
Thu	14
Fri	13
Sat	23
<b>Grand Total</b>	<b>144</b>



# MENDOTA POLICE DEPARTMENT

NOVEMBER 2024 – VEHICLE STOPS



## TOTAL VEHICLE STOPS – 304

- WITH CASE NUMBERS – 152
- WITHOUT CASE NUMBERS - 152





# MENDOTA POLICE DEPARTMENT

## NOVEMBER 2024



CRIME TYPE	December	January	February	March	April	May	June	July	August	September	October	November	December	2024 Totals	OCT-NOV%
Homicide	0	0	0	0	0	0	0	0	0	0	0	0		0	NON-CAL
Rape	2	0	1	0	0	1	0	0	0	0	0	1		3	NON-CAL
Other Sex Offense	0	0	2	2	0	1	0	1	0	4	2	2		14	0%
Robbery	0	0	0	0	1	1	2	1	2	1	1	1		10	0%
Aggravated Assault	5	2	5	2	3	5	5	3	4	5	3	7		44	133%
Aggravated Assault (DV)	4	2	3	7	4	2	2	8	4	2	3	1		38	-67%
Simple Assault	1	5	2	4	6	2	4	1	4	3	2	5		38	150%
Simple Assault (DV)	0	0	0	1	2	0	0	1	0	0	1	1		6	0%
Residential Burglary	2	0	2	1	0	1	0	1	0	1	1	1		8	0%
Commercial Burglary	0	0	0	0	0	0	0	0	0	1	0	0		1	NON-CAL
Auto Theft	2	3	1	3	1	1	7	8	5	2	2	2		35	0%
Grand Theft	1	2	1	0	3	0	3	1	2	0	2	0		14	-100%
Petty Theft	2	4	1	2	5	3	4	4	3	4	2	6		38	200%
Vehicle Burglary	1	1	1	1	0	0	1	0	0	0	0	1		5	NON-CAL
ID Theft/Fraud	1	1	1	0	1	1	1	1	0	2	1	0		9	-100%
Arson	1	0	0	0	1	1	0	0	0	0	0	0		2	NON-CAL
Vandalism	4	10	10	4	10	5	4	8	5	10	12	5		83	-58%
Hate Crimes	0	0	0	0	0	0	0	0	0	0	0	0		0	NON-CAL
Possession of Firearm	0	0	0	0	0	0	0	0	0	0	0	1		1	NON-CAL
Possession of Knife	0	1	1	1	0	0	0	0	1	0	0	0		4	NON-CAL
DUI Arrests	8	3	1	5	3	4	2	7	6	4	4	3		42	-25%
Public Intoxication	3	4	1	2	1	2	4	3	3	2	4	2		28	-50%
Narcotics Violation	5	6	4	4	2	5	5	7	9	7	10	11		70	10%
Parole/Probation Violation	0	0	2	1	0	1	1	0	0	1	3	1		10	-67%
Restraining Order Violation	1	0	2	1	2	1	1	2	1	1	1	0		12	-100%
Warrant Arrest	10	14	12	10	15	5	11	15	22	11	11	11		137	0%
Mental Health Reports	3	1	1	7	3	2	3	2	5	2	6	5		37	-17%
Runaway / Missing	1	3	1	3	3	1	1	3	2	7	5	1		30	-80%
Trespass	1	0	3	1	1	4	1	0	2	3	6	3		24	-50%
<b>TOTALS</b>	<b>58</b>	<b>62</b>	<b>58</b>	<b>62</b>	<b>67</b>	<b>49</b>	<b>62</b>	<b>77</b>	<b>80</b>	<b>73</b>	<b>82</b>	<b>71</b>	<b>0</b>	<b>743</b>	<b>-13%</b>

**Animal Control  
Monthly Log**

December 2024

ADDRESS	TYPE	DATE	BREED/DESCRIPTION	SEX	OWNER	IMPOUND Y/N	DOG DISPOSITION	CASE DISPOSITION	OFFENSE	FINE	OFFICER
485 MARIE	ANIMAL COMPLAINT	12/1/2024	CHIA MIX	UNK	NONE	NO	NAT	NAT	1	\$0.00	ACOSTA
1258 BELMONT	ANIMAL COMPLAINT	12/2/2024	LAB	UNK	NONE	YES	SLEEP	NAT	1	\$0.00	ACOSTA
961 LOLITA	ANIMAL COMPLAINT	12/5/2024	HUSKY	UNK		NO	NAT	CITE	1	\$50.00	ACOSTA
2083 8TH ST	ANIMAL COMPLAINT	12/5/2024	CHIA MIX	UNK	NONE	NO	NAT	NAT	0	\$0.00	NAVARRO
424 DERRICK	LOST/FOUND ANIMAL	12/5/2024	GERMAN SHEPARD	UNK	NONE	YES	NAT	NAT	0	\$0.00	ACOSTA
402 DIVISEDERO	LOST/FOUND ANIMAL	12/8/2024	HUSKY	UNK		YES	NAT	CITE	1	\$50.00	ACOSTA
1282 BELMONT	ANIMAL COMPLAINT	12/9/2024	GERMAN SHEPARD	UNK	NONE	YES	NAT	NAT	0	\$0.00	ACOSTA
330 GONZALEZ	LOST/FOUND ANIMAL	12/10/2024	NONE	UNK	NONE	NO	NAT	COMPLETE	1	\$0.00	NAVARRO
573 SILVA	LOST/FOUND ANIMAL	12/11/2024	LAB	UNK	NONE	NO	NAT	COMPLETE	0	\$0.00	NAVARRO
1479 7TH	ANIMAL COMPLAINT	12/12/2024	GERMAN SHEPARD	UNK	NONE	NO	GOA	COMPLETE	0	\$0.00	NAVARRO
DERRICK/SMOOT	ANIMAL COMPLAINT	12/12/2024	PITBULL	UNK	NONE	NO	NAT	COMPLETE	0	\$0.00	NAVARRO
467 QUINCE	ANIMAL COMPLAINT	12/12/2024	CHIA MIX	UNK	NONE	NO	NAT	COMPLETE	0	\$0.00	NAVARRO
912 MARIE	LOST/FOUND ANIMAL	12/12/2024	QUEENSLIN	UNK	NONE	YES	NAT	COMPLETE	0	\$0.00	ACOSTA
628 GAXIOLA	LOST/FOUND ANIMAL	12/15/2024	GERMAN SHEPARD	UNK	NONE	YES	SLEEP	COMPLETE	0	\$0.00	ACOSTA
290 MCABE	ANIMAL COMPLAINT	12/15/2024	SHITSU	UNK	NONE	YES	ADOPTED	COMPLETE	0	\$0.00	ACOSTA
230 L ST	ANIMAL COMPLAINT	12/15/2024	CHIA MIX	UNK	NONE	YES	ADOPTED	COMPLETE	0	\$0.00	ACOSTA
PUCHEU/10TH	LOST/FOUND ANIMAL	12/16/2024	HUSKY	UNK	NONE	YES	SLEEP	COMPLETE	0	\$0.00	NAVARRO
1000 AIRPORT	LOST/FOUND ANIMAL	12/16/2024	PITBULL	UNK	NONE	YES	SLEEP	COMPLETE	0	\$0.00	NAVARRO
RIOFRIO/7TH	ANIMAL COMPLAINT	12/16/2024	4 CHIA/MIX	UNK	NONE	YES	ADOPTED	COMPLETE	0	\$0.00	ACOSTA
660 PUCHEU	LOST/FOUND ANIMAL	12/16/2024	2 HUSKYS	UNK	NONE	NO	NAT	COMPLETE	0	\$0.00	ACOSTA
PUCHEU/9TH	LOST/FOUND ANIMAL	12/16/2024	PITBULL	UNK	NONE	NO	GOA	NAT	0	\$0.00	NAVARRO
1157 PUCHEU	LOST/FOUND ANIMAL	12/17/2024	2 HUSKYS	UNK	NONE	NO	GOA	NAT	2	\$0.00	NAVARRO
9TH/PUCHEU	PUBLIC HAZARD	12/17/2024	2 HUSKYS	UNK		NO	NAT	CITE	0	\$0.00	NAVARRO
1000 AIRPORT	LOST/FOUND ANIMAL	12/17/2024	2 PUPIES	UNK	NONE	YES	ADOPTED	COMPLETE	0	\$0.00	NAVARRO
547 SORNSEN	PUBLIC HAZARD	12/17/2024	2 PUPIES	UNK	NONE	YES	ADOPTED	COMPLETE	0	\$0.00	NAVARRO
3123 BASS	ANIMAL COMPLAINT	12/17/2024	GERMAN SHEPARD	UNK	NONE	NO	GOA	NAT	0	\$0.00	NAVARRO
9TH/MARIE	ANIMAL COMPLAINT	12/19/2024	PITBULL	UNK	NONE	NO	GOA	NAT	0	\$0.00	NAVARRO
330 ARNAUDON	LOST/FOUND ANIMAL	12/19/2024	CHIA MIX	UNK		YES	ADOPTED	COMPLETE	2	\$50.00	NAVARRO
1078 PUCHEU	ANIMAL COMPLAINT	12/19/2024	LAB	UNK	NONE	NO	GOA	NAT	1	\$0.00	NAVARRO
330 ARNAUDON	ANIMAL COMPLAINT	12/19/2024	GERMAN SHEPARD	UNK		NO	NAT	CITE	0	\$100.00	NAVARRO
605 BASS	ANIMAL COMPLAINT	12/19/2024	GERMAN SHEPARD	UNK	NONE	NO	GOA	NAT	0	\$0.00	NAVARRO
7TH/LOLITA	ANIMAL COMPLAINT	12/20/2024	CHIA MIX	UNK	NONE	NO	GOA	NAT	0	\$0.00	ACOSTA
600 DIVISEDERO	ANIMAL COMPLAINT	12/21/2024	3 GERMAN SHEPARDS	UNK	NONE	NO	GOA	NAT	2	\$0.00	ACOSTA
415 MENDOZA	ANIMAL COMPLAINT	12/22/2024	PITBULL	UNK	NONE	YES	SLEEP	NAT	0	\$0.00	ACOSTA
600 DIVISEDERO	ANIMAL COMPLAINT	12/23/2024	2 GERMAN SHEPARDS	UNK	NONE	YES	SLEEP	NAT	1	\$0.00	ACOSTA
572 NAPLES	ANIMAL COMPLAINT	12/26/2024	GERMAN SHEPARD	UNK	NONE	YES	SLEEP	NAT	0	\$0.00	NAVARRO
831 TULE	ANIMAL COMPLAINT	12/27/2024	CATS	UNK	NONE	NO	NAT	NAT	0	\$0.00	ACOSTA
901 AIRPORT BLVD	ANIMAL COMPLAINT	12/27/2024	4 GERMAN SHEPARDS	UNK		YES	SLEEP	NAT	0	\$0.00	ACOSTA
638 4TH ST	ANIMAL COMPLAINT	12/27/2024	CATS	UNK	NONE	NO	NAT	NAT	0	\$0.00	ACOSTA
107 KATE	ANIMAL COMPLAINT	12/30/2024	PITBULL	UNK	NONE	NO	GOA	NAT	0	\$0.00	NAVARRO

**TOTAL: \$250.00**

<b>RESCUED: 6</b>
<b>SLEEP: 18</b>
<b>RETURNED TO OWNER: 3</b>
<b>AT DOG POUND: 8</b>



## Code Enforcement

December 2024

### Monthly Log

ADDRESS	TYPE OF CASE	1ST NOTICE	DEADLINE	STATUS	FINE AMOUNT	OFFICER
800 GARCIA	VEHICLE CHECK	12/1/2024	N/A	CITED	\$50.00	ACOSTA
800 GARCIA	VEHICLE CHECK	12/1/2024	N/A	CITED	\$250.00	ACOSTA
647 PEREZ	VEHICLE CHECK	12/1/2024	N/A	CITED	\$50.00	ACOSTA
8TH/RIOFRIO	VEHICLE CHECK	12/1/2024	N/A	CITED	\$100.00	ACOSTA
NAPPLES/2ND ST	VEHICLE CHECK	12/1/2024	N/A	CITED	\$50.00	ACOSTA
DIVISEDERO/LOLITA	VEHICLE CHECK	12/1/2024	N/A	CITED	\$50.00	ACOSTA
766 DERRICK AVE	VEHICLE CHECK	12/1/2024	N/A	CITED	\$250.00	ACOSTA
485 MARIE ST	FOLLOW UP	12/1/2024	N/A	WARNING	\$0.00	ACOSTA
647 PEREZ	VEHICLE CHECK	12/1/2024	N/A	CITED	\$50.00	ACOSTA
621 PUCHEU	FOLLOW UP	12/1/2024	N/A	NAT	\$0.00	ACOSTA
OLLER/5TH	VEHICLE CHECK	12/1/2024	N/A	CHECKS OK	\$0.00	ACOSTA
191 TUFT	VEHICLE CHECK	12/2/2024	N/A	CITED	\$40.00	ACOSTA
654 LOZANO	VEHICLE CHECK	12/3/2024	N/A	CHECKS OK	\$0.00	NAVARRO
2ND/I ST	VEHICLE CHECK	12/5/2024	N/A	CHECKS OK	\$40.00	NAVARRO
1000 AIRPORT BLVD	FOLLOW UP	12/5/2024	N/A	COMPLETE	\$0.00	NAVARRO
615 GAXIOLA	MUNI CODE VIOLATION	12/5/2024	N/A	WARNING	\$0.00	NAVARRO
647 PEREZ	VEHICLE CHECK	12/8/2024	N/A	CITED	\$250.00	ACOSTA
654 LOZANO	VEHICLE CHECK	12/8/2024	N/A	CITED	\$40.00	ACOSTA
NAPPLES/2ND ST	VEHICLE CHECK	12/8/2024	N/A	CITED	\$50.00	ACOSTA
NAPPLES/2ND ST	VEHICLE CHECK	12/8/2024	N/A	CITED	\$50.00	ACOSTA
647 PEREZ	VEHICLE CHECK	12/8/2024	N/A	CITED	\$250.00	ACOSTA
291 LOLITA	VEHC BURG	12/9/2024	N/A	NAT	\$0.00	NAVARRO
572 NAPLES	MUNI CODE VIOLATION	12/9/2024	N/A	WARNING	\$0.00	NAVARRO
616 I ST	VEHICLE CHECK	12/9/2024	N/A	WARNING	\$0.00	ACOSTA
647 PEREZ	VEHC NUIS	12/9/2024	N/A	GOA	\$0.00	NAVARRO
629 4TH	VEHICLE CHECK	12/10/2024	N/A	CITED	\$200.00	NAVARRO
SORNSEN/TUFT	VEHICLE CHECK	12/12/2024	N/A	WARNING	\$0.00	NAVARRO
9TH/NAPLES	VEHICLE CHECK	12/12/2024	N/A	CHECKS OK	\$0.00	NAVARRO
8TH/RIOFRIO	VEHICLE CHECK	12/12/2024	N/A	CITED	\$250.00	NAVARRO
261 PUCHEU	VEHICLE CHECK	12/12/2024	N/A	CITED	\$50.00	NAVARRO
467 DIVISADERO	VEHICLE CHECK	12/13/2024	N/A	CITED	\$50.00	ACOSTA
800 RIOFRIO	VEHICLE CHECK	12/13/2024	N/A	WARNING	\$0.00	ACOSTA
BASS/2ND	VEHICLE CHECK	12/14/2024	N/A	WARNING	\$0.00	ACOSTA

## Code Enforcement

December 2024

## Monthly Log

300 RIOS	VEHICLE CHECK	12/15/2024	N/A	CITED	\$50.00	ACOSTA
NAPPLES/2ND ST	VEHICLE CHECK	12/15/2024	N/A	CITED	\$50.00	ACOSTA
466 PUCHEU	VEHICLE CHECK	12/16/2024	NA	CHECKS OK	\$0.00	NAVARRO
4TH/I ST	VEHICLE CHECK	12/16/2024	N/A	CHECKS OK	\$0.00	NAVARRO
760 LOLITA	MUNI CODE VIOLATION	12/16/2024	N/A	CHECKS OK	\$0.00	ACOSTA
260 TUFT	VEHICLE CHECK	12/16/2024	N/A	WARNING	\$0.00	ACOSTA
644 4TH	MUNI CODE VIOLATION	12/18/2024	N/A	WARNING	\$0.00	NAVARRO
653 4TH CT	VEHICLE CHECK	12/18/2024	NA	RTF	\$50.00	NAVARRO
241 ESPINOSA	MUNI CODE VIOLATION	12/19/2024	N/A	CHECKS OK	\$0.00	NAVARRO
647 PEREZ	VEHICLE CHECK	12/20/2024	N/A	CITED	\$250.00	ACOSTA
RIOFRIO/7TH	VEHICLE CHECK	12/20/2024	N/A	WARNING	\$0.00	ACOSTA
300 RIOS	VEHICLE CHECK	12/23/2024	N/A	CITED	\$250.00	ACOSTA
289 TUFT	VEHICLE CHECK	12/23/2024	N/A	CITED	\$250.00	ACOSTA
300 RIOS	VANDALISIM	12/26/2024	N/A	RTF	\$0.00	NAVARRO
800 GARCIA	GRAFFITI	12/26/2024	NA	RTF	\$0.00	NAVARRO
611 GARCIA	FOLLOW UP	12/26/2024	N/A	RTF	\$0.00	NAVARRO
BLANCO/LOZANO	VEHICLE CHECK	12/26/2024	N/A	CITED	\$50.00	NAVARRO
725 I ST	VEHICLE CHECK	12/26/2024	N/A	CITED	\$50.00	NAVARRO
<b>TOTAL:</b>					<b>\$3,120.00</b>	

# MENDOTA POLICE DEPARTMENT

## DECEMBER 2024



CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
240002641.1		12/1/2024	Sun	NO	TRAFFIC COLLISION	
240002642.1		12/1/2024	Sun	NO	ERROR	
240002643.1		12/1/2024	Sun	NO	GRAND THEFT AUTO	VC 10851
240002644.1		12/1/2024	Sun	NO	PETTY THEFT	PC 484
240002648.1		12/1/2024	Sun	NO	MENTALLY UNSTABLE	WI 5150
240002649.1		12/2/2024	Mon	NO	INCIDENT REPORT	
240002654.1		12/2/2024	Mon	NO	INCIDENT REPORT	
240002656.1		12/2/2024	Mon	NO	INCIDENT REPORT	
240002658.1		12/2/2024	Mon	NO	MENTALLY UNSTABLE	WI 5150
240002659.1		12/2/2024	Mon	YES	AGGRAVATED ASSAULT	PC 245, PC 148
240002660.1		12/2/2024	Mon	NO	GRAND THEFT AUTO	VC 10851
240002661.1		12/3/2024	Tue	NO	REPOSSESSION	
240002662.1		12/3/2024	Tue	YES	SUSPENDED LICENSE	VC14601
240002664.1		12/3/2024	Tue	YES	WARRANT ARREST	PC 978.5
240002666.1		12/4/2024	Wed	NO	REPOSSESSION	
240002668.1		12/4/2024	Wed	NO	INCIDENT REPORT	
240002670.1		12/4/2024	Wed	NO	AGGRAVATED ASSAULT	PC 245A1
240002673.1		12/4/2024	Wed	NO	VANDALISM	PC 594
240002674.1		12/4/2024	Wed	NO	VANDALISM	PC 594
240002675.1		12/5/2024	Thu	YES	WARRANT ARREST	PC 978.5
240002676.1		12/5/2024	Thu	NO	VANDALISM	PC 594
240002678.1		12/5/2024	Thu	NO	INCIDENT REPORT	
240002679.1		12/5/2024	Thu	NO	REPOSSESSION	
240002680.1		12/5/2024	Thu	NO	TRAFFIC COLLISION	
240002682.1		12/5/2024	Thu	NO	VANDALISM	PC 594
240002699.1		12/7/2024	Sat	NO	ROBBERY	PC 211
240002700.1		12/7/2024	Sat	YES	RESISTING	PC 148, HS 11364
240002701.1		12/7/2024	Sat	NO	GTA RECOVERY	
240002702.1		12/8/2024	Sun	NO	HIT & RUN	VC 20002
240002703.1		12/8/2024	Sun	NO	GRAND THEFT AUTO	VC 10851
240002704.1		12/8/2024	Sun	NO	GRAND THEFT AUTO	VC 10851
240002706.1		12/8/2024	Sun	YES	SIMPLE ASSAULT (DV)	PC 243E1
240002708.1		12/8/2024	Sun	NO	ROBBERY	PC 211
240002709.1		12/8/2024	Sun	NO	INCIDENT REPORT	
240002710.1		12/9/2024	Mon	NO	INCIDENT REPORT	
240002711.1		12/9/2024	Mon	NO	VEHICLE BURGLARY	PC 459
240002712.1		12/9/2024	Mon	NO	SEX OFFENSE	PC 288
240002713.1		12/9/2024	Mon	NO	TRAFFIC COLLISION	
240002716.1		12/9/2024	Mon	YES	WARRANT ARREST	PC 978.5
240002718.1		12/9/2024	Mon	NO	AGGRAVATED ASSAULT	PC 246
240002719.1		12/9/2024	Mon	NO	VEHICLE BURGLARY	PC 459
240002720.1		12/10/2024	Tue	YES	TRESPASS	PC 369IA
240002721.1		12/10/2024	Tue	NO	LOST PROPERTY	
240002722.1		12/10/2024	Tue	YES	WARRANT ARREST	PC 978.5
240002725.1		12/11/2024	Wed	NO	ERROR	

# MENDOTA POLICE DEPARTMENT

## DECEMBER 2024



CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
240002727.1		12/12/2024	Thu	NO	FIELD INTERVIEW	
240002730.1		12/12/2024	Thu	NO	AGGRAVATED ASSAULT (DV)	PC 273.5
240002731.1		12/12/2024	Thu	NO	VANDALISM	PC 594
240002732.1		12/13/2024	Fri	NO	COMMERCIAL BURGLARY	PC 459
240002733.1		12/13/2024	Fri	NO	INCIDENT REPORT	
240002738.1		12/13/2024	Fri	NO	GTA RECOVERY	
240002739.1		12/13/2024	Fri	YES	WARRANT ARREST	PC 978.5
240002742.1		12/13/2024	Fri	NO	MENTALLY UNSTABLE	WI 5150
240002745.1		12/14/2024	Sat	NO	SEX OFFENSE	PC 243.4E(1)
240002746.1		12/14/2024	Sat	NO	OTHER AGENCY K9 ASSIST	
240002748.1		12/14/2024	Sat	NO	MENTALLY UNSTABLE	WI 5150
240002749.1		12/14/2024	Sat	NO	INCIDENT REPORT	
240002750.1		12/14/2024	Sat	YES	WARRANT ARREST	PC 978.5
240002751.1		12/15/2024	Sun	NO	INCIDENT REPORT	
240002754.1		12/15/2024	Sun	YES	AGGRAVATED ASSAULT (DV)	PC 273.5
240002755.1		12/15/2024	Sun	NO	GRAND THEFT AUTO	VC 10851
240002756.1		12/16/2024	Mon	NO	VEHICLE BURGLARY	PC 459
240002757.1		12/16/2024	Mon	NO	FIELD INTERVIEW	
240002758.1		12/16/2024	Mon	NO	TRAFFIC COLLISION	
240002762.1		12/16/2024	Mon	YES	WARRANT ARREST	PC 978.5
240002767.1		12/16/2024	Mon	NO	TRAFFIC COLLISION	
240002768.1		12/16/2024	Mon	NO	REPOSSESSION	
240002771.1		12/17/2024	Tue	NO	INCIDENT REPORT	
240002774.1		12/17/2024	Tue	YES	WARRANT ARREST	PC 978.5
240002775.1		12/3/2024	Tue	NO	VEHICLE STORAGE	VC 22651
240002798.1		12/18/2024	Wed	NO	VEHICLE STORAGE	VC 22651
240002809.1		12/19/2024	Thu	NO	MISSING PERSON	
240002810.1		12/19/2024	Thu	YES	SIMPLE ASSAULT	PC 242
240002811.1		12/19/2024	Thu	NO	MENTALLY UNSTABLE	WI 5150
240002812.1		12/19/2024	Thu	NO	FIELD INTERVIEW	
240002814.1		12/19/2024	Thu	NO	INCIDENT REPORT	
240002815.1		12/19/2024	Thu	YES	DUI ARREST	VC 23152
240002816.1		12/19/2024	Thu	NO	INCIDENT REPORT	
240002817.1		12/19/2024	Thu	YES	WARRANT ARREST	PC 978.5
240002818.1		12/20/2024	Fri	NO	GRAND THEFT AUTO	VC 10851
240002820.1		12/20/2024	Fri	YES	NARCOTICS VIOLATION	HS 11364
240002821.1		12/20/2024	Fri	YES	SIMPLE ASSAULT	PC 243.5A
240002822.1		12/21/2024	Sat	NO	ANIMAL COMPLAINT	
240002823.1		12/21/2024	Sat	NO	GRAND THEFT AUTO	VC 10851
240002825.1		12/21/2024	Sat	NO	GRAND THEFT AUTO	VC 10851
240002826.1		12/21/2024	Sat	NO	VANDALISM	PC 594B2
240002828.1		12/21/2024	Sat	YES	NARCOTICS VIOLATION	HS 11364
240002829.1		12/21/2024	Sat	NO	INCIDENT REPORT	
240002830.1		12/21/2024	Sat	YES	OPEN CONTAINER	BP 25620
240002832.1		12/22/2024	Sun	YES	WARRANT ARREST	PC 978.5

# MENDOTA POLICE DEPARTMENT

## DECEMBER 2024



CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
240002833.1		12/22/2024	Sun	YES	SUSPENDED LICENSE	VC 14601.2A
240002834.1		12/22/2024	Sun	YES	WARRANT ARREST	PC 978.5
240002835.1		12/22/2024	Sun	YES	AGGRAVATED ASSAULT	PC 245
240002837.1		12/23/2024	Mon	NO	CANCELLED	
240002838.1		12/23/2024	Mon	YES	WARRANT ARREST	PC 978.5
240002841.1		12/23/2024	Mon	NO	VANDALISM	PC 594
240002842.1		12/23/2024	Mon	NO	INCIDENT REPORT	
240002845.1		12/23/2024	Mon	YES	WARRANT ARREST	PC 978.5
240002846.1		12/23/2024	Mon	YES	WARRANT ARREST	PC 978.5
240002850.1		12/24/2024	Tue	NO	INCIDENT REPORT	
240002854.1		12/24/2024	Tue	YES	NARCOTICS VIOLATION	HS 11695
240002856.1		12/24/2024	Tue	NO	VEHICLE PURSUIT	VC 2800.1
240002857.1		12/24/2024	Tue	NO	AGGRAVATED ASSAULT	PC 246
240002858.1		12/24/2024	Tue	NO	INCIDENT REPORT	
240002859.1		12/25/2024	Wed	NO	VEHICLE PURSUIT	VC 2800.1
240002861.1		12/25/2024	Wed	YES	ILLEGAL FIREWORK	HS 12677
240002862.1		12/25/2024	Wed	NO	TRAFFIC COLLISION	
240002863.1		12/26/2024	Thu	YES	GRAND THEFT AUTO	VC 10851, PC 496D
240002864.1		12/26/2024	Thu	NO	VANDALISM	PC 594
240002865.1		12/26/2024	Thu	NO	VANDALISM	PC 594
240002866.1		12/26/2024	Thu	NO	INCIDENT REPORT	
240002867.1		12/23/2024	Mon	NO	VEHICLE PURSUIT	
240002869.1		12/27/2024	Fri	NO	INCIDENT REPORT	
240002871.1		12/27/2024	Fri	NO	REPOSSESSION	
240002874.1		12/27/2024	Fri	NO	MENTALLY UNSTABLE	WI 5150
240002875.1		12/27/2024	Fri	NO	PETTY THEFT	PC 484
240002878.1		12/27/2024	Fri	YES	AGGRAVATED ASSAULT	PC 243B, PC 647.6A, PC 148A1
240002879.1		12/27/2024	Fri	NO	INCIDENT REPORT	
240002880.1		12/27/2024	Fri	YES	RO VIOLATION	PC 273.6
240002881.1		12/28/2024	Sat	NO	GTA RECOVERY	
240002910.1		12/29/2024	Sun	YES	HIT & RUN	VC 20002
240002911.1		12/29/2024	Sun	NO	GRAND THEFT AUTO	VC 10851
240002912.1		12/30/2024	Mon	NO	REPOSSESSION	
240002913.1		12/30/2024	Mon	YES	TRESPASS	PC 601
240002914.1		12/30/2024	Mon	NO	INCIDENT REPORT	
240002915.1		12/30/2024	Mon	NO	FRAUD	PC 532
240002918.1		12/31/2024	Tue	NO	FIELD INTERVIEW	
240002920.1		12/31/2024	Tue	YES	DUI ARREST	VC 23152C, TRAFFIC COLLISION
240002922.1		12/31/2024	Tue	YES	AGGRAVATED ASSAULT	PC 245
240002543.2		12/31/2024	Tue	YES	WARRANT ARREST	PC 978.5
240002926.1		12/31/2024	Tue	NO	GRAND THEFT AUTO	VC 10851
250000001.1		12/31/2024	Tue	NO	INCIDENT REPORT	
250000002.1		12/31/2024	Tue	NO	MENTALLY UNSTABLE	WI 5150
250000003.1		12/31/2024	Tue	YES	DUI ARREST	VC 23152A, TRAFFIC COLLISION







# MENDOTA POLICE DEPARTMENT

DECEMBER 2024



CRIME TYPE	Sun	Mon	Tue	Wed	Thu	Sat	Fri	Grand Total
AGGRAVATED ASSAULT	1	2	2	1			1	7
AGGRAVATED ASSAULT (DV)	1				1			2
ANIMAL COMPLAINT						1		1
CANCELLED / ERROR	1	1		1				3
COMMERCIAL BURGLARY							1	1
DUI ARREST			2		1			3
FIELD INTERVIEW		1	1		2			4
FRAUD		1						1
GRAND THEFT AUTO	5	1	1		1	2	1	11
GTA RECOVERY						2	1	3
HIT & RUN	2							2
ILLEGAL FIREWORK				1				1
INCIDENT REPORT	2	6	4	1	4	2	3	22
LOST PROPERTY			1					1
MENTALLY UNSTABLE	1	1	1		1	1	2	7
MISSING PERSON					1			1
NARCOTICS VIOLATION			1			1	1	3
OPEN CONTAINER						1		1
OTHER AGENCY K9 ASSIST						1		1
PETTY THEFT	1						1	2
REPOSSESSION		2	1	1	1		1	6
RESISTING						1		1
RO VIOLATION							1	1
ROBBERY	1					1		2
SEX OFFENSE		1				1		2
SIMPLE ASSAULT					1		1	2
SIMPLE ASSAULT (DV)	1							1
SUSPENDED LICENSE	1		1					2
TRAFFIC COLLISION	1	3		1	1			6
TRESPASS		1	1					2
VANDALISM		1		2	5	1		9
VEHICLE BURGLARY		3						3
VEHICLE PURSUIT		1	1	1				3
VEHICLE STORAGE			1	1				2
WARRANT ARREST	2	5	4		2	1	1	15
Grand Total	20	30	22	10	21	16	15	134

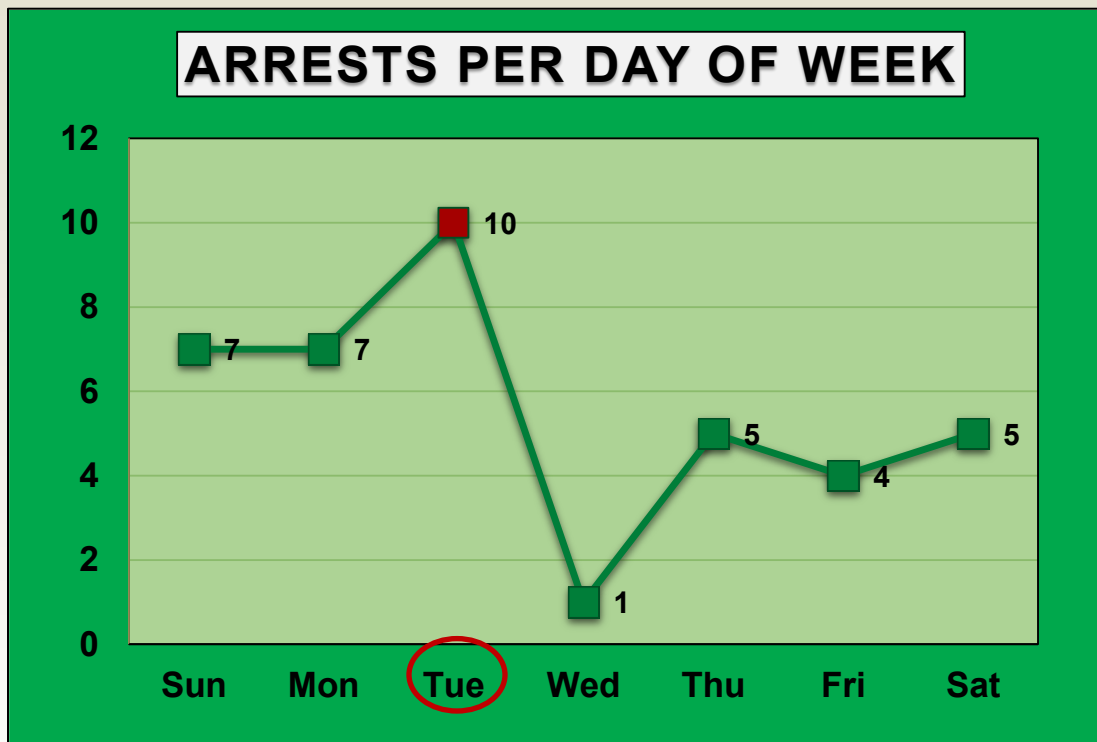


# MENDOTA POLICE DEPARTMENT

DECEMBER 2024 - ARRESTS



DAYS	ARRESTS
Sun	7
Mon	7
Tue	10
Wed	1
Thu	5
Fri	4
Sat	5
<b>Grand Total</b>	<b>39</b>





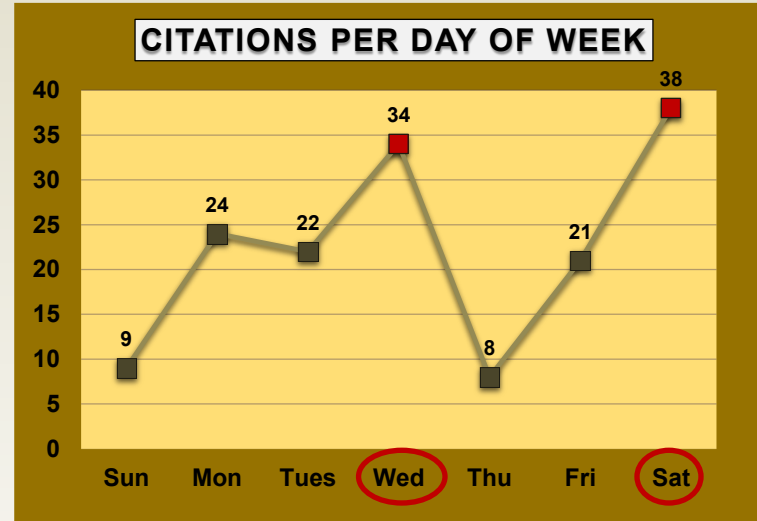


# MENDOTA POLICE DEPARTMENT

## DECEMBER 2024 - CITES



CASE_NO	DATE	DAY	CASE_NO	DATE	DAY	CASE_NO	DATE	DAY
240002645.1	12/1/2024	Sun	240002752.1	12/15/2024	Sun	240002840.1	12/23/2024	Mon
240002646.1	12/1/2024	Sun	240002753.1	12/15/2024	Sun	240002843.1	12/23/2024	Mon
240002647.1	12/1/2024	Sun	240002759.1	12/16/2024	Mon	240002844.1	12/23/2024	Mon
240002650.1	12/2/2024	Mon	240002760.1	12/16/2024	Mon	240002847.1	12/23/2024	Mon
240002651.1	12/2/2024	Mon	240002761.1	12/16/2024	Mon	240002848.1	12/24/2024	Tue
240002652.1	12/2/2024	Mon	240002763.1	12/16/2024	Mon	240002849.1	12/24/2024	Tue
240002653.1	12/2/2024	Mon	240002764.1	12/16/2024	Mon	240002851.1	12/24/2024	Tue
240002655.1	12/2/2024	Mon	240002765.1	12/16/2024	Mon	240002852.1	12/24/2024	Tue
240002657.1	12/2/2024	Mon	240002766.1	12/16/2024	Mon	240002853.1	12/24/2024	Tue
240002663.1	12/3/2024	Tue	240002769.1	12/16/2024	Mon	240002855.1	12/24/2024	Tue
240002665.1	12/3/2024	Tue	240002770.1	12/16/2024	Mon	240002860.1	12/25/2024	Wed
240002667.1	12/4/2024	Wed	240002772.1	12/17/2024	Tue	240002868.1	12/27/2024	Fri
240002669.1	12/4/2024	Wed	240002773.1	12/17/2024	Tue	240002870.1	12/27/2024	Fri
240002671.1	12/4/2024	Wed	240002776.1	12/17/2024	Tue	240002872.1	12/27/2024	Fri
240002672.1	12/4/2024	Wed	240002777.1	12/17/2024	Tue	240002873.1	12/27/2024	Fri
240002677.1	12/5/2024	Thu	240002778.1	12/17/2024	Tue	240002876.1	12/27/2024	Fri
240002681.1	12/5/2024	Thu	240002779.1	12/17/2024	Tue	240002877.1	12/27/2024	Fri
240002683.1	12/5/2024	Thu	240002780.1	12/17/2024	Tue	240002882.1	12/28/2024	Sat
240002684.1	12/5/2024	Thu	240002781.1	12/17/2024	Tue	240002883.1	12/28/2024	Sat
240002685.1	12/5/2024	Thu	240002782.1	12/18/2024	Wed	240002884.1	12/28/2024	Sat
240002686.1	12/6/2024	Fri	240002783.1	12/18/2024	Wed	240002885.1	12/28/2024	Sat
240002687.1	12/6/2024	Fri	240002784.1	12/18/2024	Wed	240002886.1	12/28/2024	Sat
240002688.1	12/6/2024	Fri	240002785.1	12/18/2024	Wed	240002887.1	12/28/2024	Sat
240002689.1	12/6/2024	Fri	240002786.1	12/18/2024	Wed	240002888.1	12/28/2024	Sat
240002690.1	12/6/2024	Fri	240002787.1	12/18/2024	Wed	240002889.1	12/28/2024	Sat
240002691.1	12/6/2024	Fri	240002788.1	12/18/2024	Wed	240002890.1	12/28/2024	Sat
240002692.1	12/6/2024	Fri	240002789.1	12/18/2024	Wed	240002891.1	12/28/2024	Sat
240002693.1	12/6/2024	Fri	240002790.1	12/18/2024	Wed	240002892.1	12/28/2024	Sat
240002694.1	12/7/2024	Sat	240002791.1	12/18/2024	Wed	240002893.1	12/28/2024	Sat
240002695.1	12/7/2024	Sat	240002792.1	12/18/2024	Wed	240002894.1	12/28/2024	Sat
240002696.1	12/7/2024	Sat	240002793.1	12/18/2024	Wed	240002895.1	12/28/2024	Sat
240002697.1	12/7/2024	Sat	240002794.1	12/18/2024	Wed	240002896.1	12/28/2024	Sat
240002698.1	12/7/2002	Sat	240002795.1	12/18/2024	Wed	240002897.1	12/28/2024	Sat
240002705.1	12/8/2024	Sun	240002796.1	12/18/2024	Wed	240002898.1	12/28/2024	Sat
240002707.1	12/8/2024	Sun	240002797.1	12/18/2024	Wed	240002899.1	12/28/2024	Sat
240002714.1	12/9/2024	Mon	240002799.1	12/18/2024	Wed	240002900.1	12/28/2024	Sat
240002715.1	12/9/2024	Mon	240002800.1	12/18/2024	Wed	240002901.1	12/28/2024	Sat
240002717.1	12/9/2024	Mon	240002801.1	12/18/2024	Wed	240002902.1	12/28/2024	Sat
240002723.1	12/11/2024	Wed	240002802.1	12/18/2024	Wed	240002903.1	12/28/2024	Sat
240002724.1	12/11/2024	Wed	240002803.1	12/18/2024	Wed	240002904.1	12/28/2024	Sat
240002726.1	12/11/2024	Wed	240002804.1	12/18/2024	Wed	240002905.1	12/28/2024	Sat
240002728.1	12/12/2024	Thu	240002805.1	12/18/2024	Wed	240002906.1	12/28/2024	Sat
240002729.1	12/12/2024	Thu	240002806.1	12/18/2024	Wed	240002907.1	12/28/2024	Sat
240002734.1	12/13/2024	Fri	240002807.1	12/18/2024	Wed	240002908.1	12/28/2024	Sat
240002735.1	12/13/2024	Fri	240002808.1	12/18/2024	Wed	240002909.1	12/28/2024	Sat
240002736.1	12/13/2024	Fri	240002813.1	12/19/2024	Thu	240002916.1	12/30/2024	Mon
240002737.1	12/13/2024	Fri	240002819.1	12/20/2024	Fri	240002917.1	12/31/2024	Tue
240002740.1	12/13/2024	Fri	240002824.1	12/21/2024	Sat	240002919.1	12/31/2024	Tue
240002741.1	12/13/2024	Fri	240002827.1	12/21/2024	Sat	240002921.1	12/31/2024	Tue
240002743.1	12/14/2024	Sat	240002831.1	12/22/2024	Sun	240002923.1	12/31/2024	Tue
240002744.1	12/14/2024	Sat	240002836.1	12/22/2024	Sun	240002924.1	12/31/2024	Tue
240002747.1	12/14/2024	Sat	240002839.1	12/23/2024	Mon	240002925.1	12/31/2024	Tue

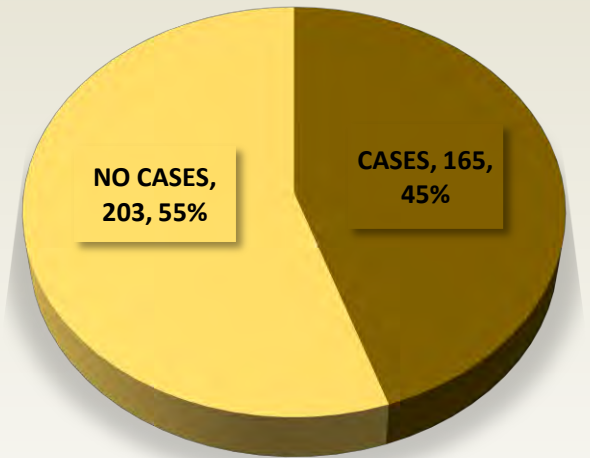
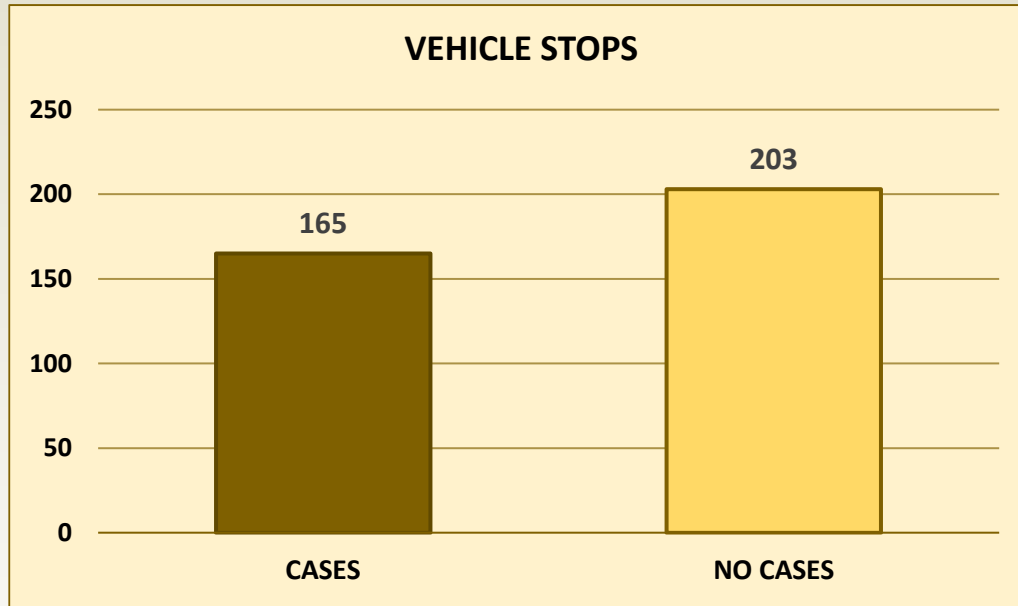


DAYS	COUNT
Sun	9
Mon	24
Tues	22
Wed	34
Thu	8
Fri	21
Sat	38
<b>Grand Total</b>	<b>156</b>



# MENDOTA POLICE DEPARTMENT

DECEMBER 2024 – VEHICLE STOPS



## TOTAL VEHICLE STOPS – 368

- WITH CASE NUMBERS – 165
- WITHOUT CASE NUMBERS - 203



# MENDOTA POLICE DEPARTMENT

## DECEMBER 2024



CRIME TYPE	December	January	February	March	April	May	June	July	August	September	October	November	December	2024 Totals	NOV-DEC%
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NON-CAL
Rape	2	0	1	0	0	1	0	0	0	0	0	1	0	3	-100%
Other Sex Offense	0	0	2	2	0	1	0	1	0	4	2	2	3	17	50%
Robbery	0	0	0	0	1	1	2	1	2	1	1	1	2	12	100%
Aggravated Assault	5	2	5	2	3	5	5	3	4	5	3	7	7	51	0%
Aggravated Assault (DV)	4	2	3	7	4	2	2	8	4	2	3	1	2	40	100%
Simple Assault	1	5	2	4	6	2	4	1	4	3	2	5	2	40	-60%
Simple Assault (DV)	0	0	0	1	2	0	0	1	0	0	1	1	1	7	0%
Residential Burglary	2	0	2	1	0	1	0	1	0	1	1	1	0	8	-100%
Commercial Burglary	0	0	0	0	0	0	0	0	0	1	0	0	1	2	NON-CAL
Auto Theft	2	3	1	3	1	1	7	8	5	2	2	2	11	46	450%
Grand Theft	1	2	1	0	3	0	3	1	2	0	2	0	2	16	NON-CAL
Petty Theft	2	4	1	2	5	3	4	4	3	4	2	6	2	40	-67%
Vehicle Burglary	1	1	1	1	0	0	1	0	0	0	0	1	3	8	200%
ID Theft/Fraud	1	1	1	0	1	1	1	1	0	2	1	0	1	10	NON-CAL
Arson	1	0	0	0	1	1	0	0	0	0	0	0	0	2	NON-CAL
Vandalism	4	10	10	4	10	5	4	8	5	10	12	5	9	92	80%
Hate Crimes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NON-CAL
Possession of Firearm	0	0	0	0	0	0	0	0	0	0	0	1	0	1	-100%
Possession of Knife	0	1	1	1	0	0	0	0	1	0	0	0	0	4	NON-CAL
DUI Arrests	8	3	1	5	3	4	2	7	6	4	4	3	3	45	0%
Public Intoxication	3	4	1	2	1	2	4	3	3	2	4	2	0	28	-100%
Narcotics Violation	5	6	4	4	2	5	5	7	9	7	10	11	4	74	-64%
Parole/Probation Violation	0	0	2	1	0	1	1	0	0	1	3	1	0	10	-100%
Restraining Order Violation	1	0	2	1	2	1	1	2	1	1	1	0	1	13	NON-CAL
Warrant Arrest	10	14	12	10	15	5	11	15	22	11	11	11	15	152	36%
Mental Health Reports	3	1	1	7	3	2	3	2	5	2	6	5	7	44	40%
Runaway / Missing	1	3	1	3	3	1	1	3	2	7	5	1	1	31	0%
Trespass	1	0	3	1	1	4	1	0	2	3	6	3	2	26	-33%
<b>TOTALS</b>	<b>58</b>	<b>62</b>	<b>58</b>	<b>62</b>	<b>67</b>	<b>49</b>	<b>62</b>	<b>77</b>	<b>80</b>	<b>73</b>	<b>82</b>	<b>71</b>	<b>79</b>	<b>822</b>	<b>11%</b>



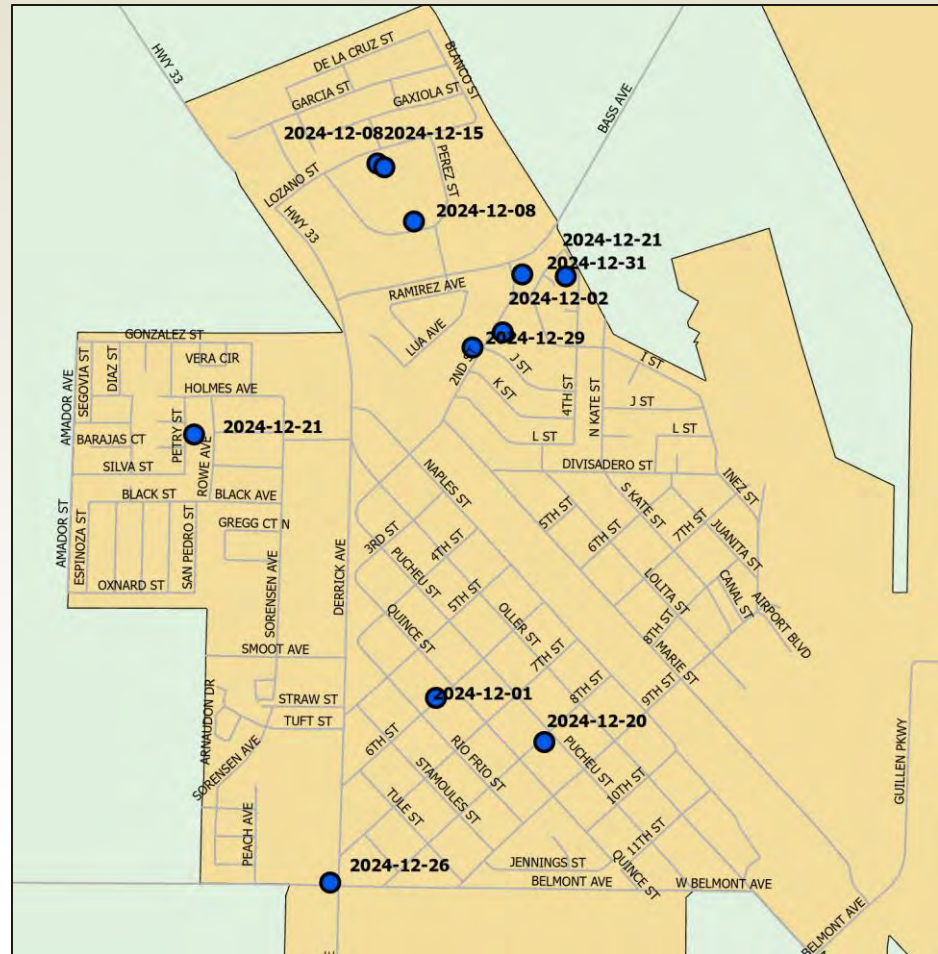
# MENDOTA POLICE DEPARTMENT

DECEMBER 2024



## AUTO THEFT: 11 TOTAL

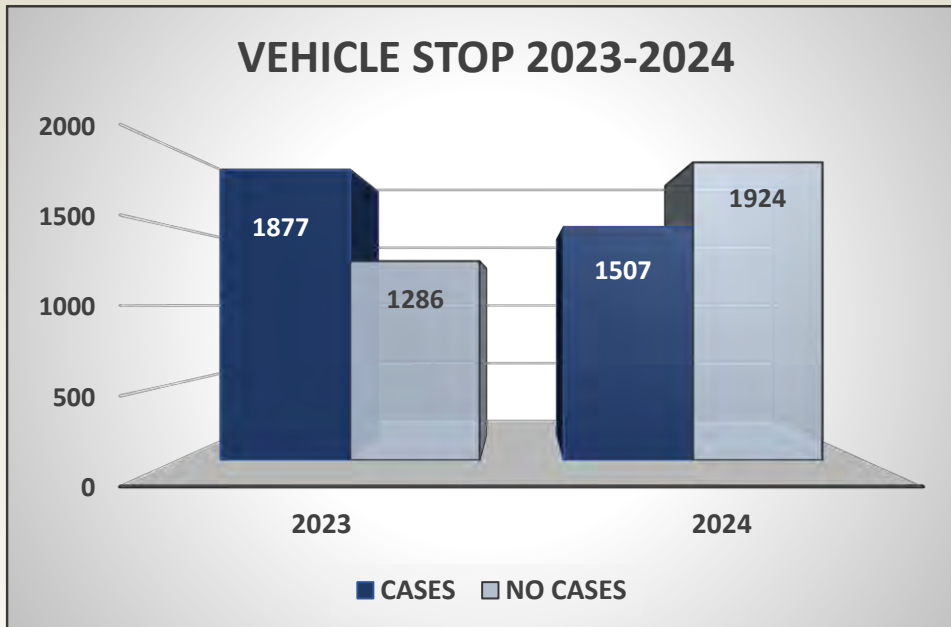
- 4 CHEVYS
- 2 GMC
- 2 HONDAS
- 1 HYUNDAI
- 1 JETTA
- 1 TOYOTA





# MENDOTA POLICE DEPARTMENT

## 2023 - 2024 – VEHICLE STOPS



YEAR	2023	2024	%
CASES	1877	1507	<b>-20%</b>
NO CASES	1286	1924	<b>50%</b>
<b>TOTAL</b>	<b>3163</b>	<b>3431</b>	<b>8%</b>



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CITY OF MENDOTA  
**POLICE DEPARTMENT**

Kevin W. Smith, Chief of Police

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1759 7th Street, Mendota, CA 93640 | (559) 655-9120

## DEPARTMENT MEMORANDUM

January 14, 2025

To: Mayor and City Council Members  
From: Kevin W. Smith, Chief of Police  
Subject: The Role of Traffic Citations and Officer Discretion in Ensuring Public Safety

Ensuring the safety of our roads, pedestrians, and all who reside in our community is a top priority for the Mendota Police Department. Traffic enforcement and citations are critical tools in maintaining safety and preventing harm. However, I want to address the purpose of citations and explain why our officers often exercise discretion and issue fewer citations than they could.

Citations are not issued to punish or burden drivers, cyclists, or pedestrians; rather, they serve the following purposes:

1. **Promoting Safety:** Traffic laws exist to protect everyone. Citations encourage compliance with these laws, which reduces the likelihood of crashes and injuries.
2. **Raising Awareness:** Receiving a citation often serves as a wake-up call, reminding individuals of their responsibility on the road.
3. **Deterrence:** Knowing that unsafe behavior may result in a citation discourages reckless actions like speeding, distracted driving, or failing to yield to pedestrians.
4. **Accountability:** Citations hold individuals accountable for actions that endanger themselves or others, reinforcing the importance of safe choices.

Officers exercise discretion when deciding to issue a citation or not. While citations are necessary in some situations, our officers frequently choose to issue warnings or provide education instead. As noted consistently in my monthly reports to Council we issue warnings almost fifty percent of the time.

Mayor Martinez, you asked for a breakdown of all citations issued in November and December of 2023 and to make a comparison to the same months in 2024.

The stats are in a separate attachment, however, what you should note is that our officers issued 345 citations in November/December 2023.

In the same months of 2024 officers issued 254 citations. This is a 31% decrease in citations compared to 2023.

So what changed, why are there a few people complaining about receiving citations, especially since we are issuing fewer?

Some citizens were issued citations for whatever reason. The issuing Officer decided to write the citation based on their discretion. I have read the threads on social media. They are not complaining that the officers did anything illegal or that they were rude or inappropriate. They are simply complaining that they received a citation, that the officer did their job.

I know that tensions are high right now with many of our community members not knowing what is going to happen with all the rumors surrounding immigration laws. I have asked all staff members to be understanding and even more compassionate when addressing our citizens.



**November 2023: 140 Citations**

**VC 23123** (Phone use): 4  
**VC 12500** (Unlicensed Driver): 43  
**VC 22350** (Speeding): 1  
**VC 22450** (Failure to Stop): 36  
**VC 24250** (No Headlights): 10  
**VC 24600** (Broken Taillight): 1  
**VC 21950** (Refuse to yield for crosswalk): 4  
**VC 27150** (Exhaust): 1  
**VC 26708** (Window Tint): 11  
**VC 22107** (Unsafe Turn): 3  
**BP 25620** (Open Container): 12  
**VC 4000** (Expire Registration): 7  
**VC 21460** (Double Lane Pass): 1  
**VC 24252** (Broken Headlight): 21  
**VC 24601** (No License Plate Light): 18  
**VC 27151** (Modified Exhaust): 2  
**VC 27315** (No Seat Belt): 2  
**HS 11357** (Possession of Cannabis): 1  
**VC 21658** (Stradling Lane Lines): 1  
**VC 21453** (Running Traffic Light): 1

**December 2023: 205 Citations**

**VC 26708** (Window Tint): 29  
**VC 12500** (Unlicensed Driver): 52  
**VC 4000** (Expire Registration): 21  
**VC 24252** (Broken Headlight): 26  
**VC 24409** (High beams): 1

**CVC 5200** (No Front Plate): 8  
**VC 22450** (Failure to Stop): 64  
**VC 24601** (No License Plate Light): 14  
**VC 27315** (No Seat Belt): 4  
**VC 16028** (No Insurance): 5  
**BP 25620** (Open Container): 7  
**VC 27151** (Modified Exhaust): 4  
**VC 5200** (No Front Plate): 7  
**VC 25450** (Color Headlights): 2

**November 2024: 135 Citations**

**VC 21755** (Passing on Right): 1  
**VC 22450** (Failure to Stop): 32  
**VC 5200** (No Front Plate): 9  
**VC 26708** (Window Tint): 20  
**VC 12500** (Unlicensed Driver): 27  
**VC 22350** (Speeding): 11  
**VC 23123** (Phone use): 4  
**VC 4000** (Expire Registration): 15  
**VC 16028** (No Insurance): 7  
**VC 21950** (Refuse to yield for crosswalk): 2  
**VC 5204** (No Tabs on license Plate): 1  
**VC 21460** (Cross Double Yellow Line): 2  
**VC 22107** (Unsafe Turn): 2  
**VC 24601** (No License Plate Light): 2  
**VC 24252** (Broken Headlight): 23  
**VC 27315** (No Seat Belt): 4  
**VC 27315** (No Seat belt): 4  
**VC 21658** (Lane Straddling): 1

**VC 27360** (Unrestrained Child): 1  
**VC 26710** (Broken Windshield): 4  
**VC 23223** (Open Container): 6  
**VC 27151** (Modified Exhaust): 2

**December 2024: 119 Citations**

**VC 22450** (Failure to Stop): 32  
**VC 5200** (No Front Plate): 11  
**VC 26708** (Window Tint): 18  
**VC 12500** (Unlicensed Driver): 35  
**VC 22350** (Speeding): 22  
**VC 23123** (Phone use): 3  
**VC 4000** (Expire Registration): 7  
**VC 16028** (No Insurance): 3  
**VC 21950** (Refuse to yield for crosswalk): 2  
**VC 22107** (Unsafe Turn): 1  
**VC 24601** (No License Plate Light): 6  
**VC 24252** (Broken Headlight): 12  
**VC 27315** (No Seat belt): 1  
**VC 26710** (Broken Windshield): 5



# Memorandum

To: City Council via Cristian Gonzalez, City Manager

From: Michael Osborn, City Engineer  
Jeff O'Neal, City Planner

Subject: City Engineer's Report to City Council

Date: January 13, 2025

## Engineering Projects:

### Streets

1. Citywide RRXG Improvements:
  - Coordinating crossing improvements with Railroad, Caltrans & CPUC
  - Construction anticipated in Summer 2025
2. Derrick & Oller Roundabout
  - Construction contract is out to bid; bids due 1/31
  - Construction anticipated in Spring/Summer 2025
3. 5<sup>th</sup> & Quince Street Reconstruction:
  - Design in progress
  - Construction anticipated in Fall 2025
4. Amador & Smoot Extension:
  - Design in progress
  - \$874,000 in STBG & CMAQ TPP funds; Construction authorization in FFY 24/25
  - Coordinating with WWD for easement/right-of-way/land
5. 2025 Local Street Reconstruction:
  - Design in progress
  - Construction funded with CPFCDs Congressional Appropriations in FFY 24/25
6. Divisadero Street Reconstruction:
  - \$985,157 in STBG funding programmed for construction in FFY 25/26
  - Design in progress

### Parks

1. Rojas Pierce Park:
  - CDBG funded Phase 3: Restroom & Concession Building in progress
  - Working with staff for improvements to new soccer field
  - Working with WWD & staff for acquisition of land to Amador

### Water

1. Well 10 and Water Main Relocation
  - Construction documents are completed and potential to bid and construct this fall; Coordination with USBR, BB Limited & PG&E
2. Backwash Reclaim Project
  - Design is underway; looking for funding opportunities for construction

3. Westside Water Tank & Booster Pump
  - ARPA funded design in progress
  - Coordinating with Amador & Smoot Extension design
  - Construction anticipated in Spring 2025

#### Planning/Development Projects

1. Housing Element adopted by City and certified by HCD
  - Will continue with minor zoning updates to implement changing housing laws
2. Rojas Pierce Park Annexation
  - Pending acquisition of land from WWD
3. Airport Land Use Plan
  - Coordinating with City staff

#### GIS/Mapping Projects

1. Citywide Streetlight Inventory and Evaluation
  - Completed

#### Grant Applications:

1. Triangle Park & Pool Park:
  - Assisted in various Grant applications for both parks
2. Marie Street Reconstruction:
  - Application for \$2.25 million in CMAQ funding submitted to FCOG for competitive call for projects was not successful but included in new opportunity headed by FCOG for CPRG funding
3. 2<sup>nd</sup> Street Stormwater Project:
  - Prop 1 TA funded preliminary engineering completed
  - Application submitted for \$7.5 million in OSG funding

#### On-going (this month):

1. Representation of the City at FCOG TTC
2. Coordination of road projects with Caltrans
3. Assistance to staff for grant obligations & opportunities
4. Coordination with USACOE for Panoche Creek flood study
5. Following up with FAA for airport closure
6. Assistance with Community Center project

#### Overall P&P Staff engaged (month of December):

- Engineers: 11
- Planners: 2
- Surveyors: 1
- Environmental Specialist: 0
- GIS/CAD Specialists: 1
- Construction Manager: 0
- Project Administrator: 1
- Public Relations: 0

#### Abbreviations:



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**[www.provostandpritchard.com](http://www.provostandpritchard.com)**

EOPCC – Engineer's Opinion of Probable Construction Cost  
NTP – Notice to Proceed  
CUCCAC – California Uniform Construction Cost Accounting Commission  
STBG – Surface Transportation Block Grant  
CMAQ – Congestion Mitigation and Air Quality (grant)  
ATP – Active Transportation Plan (grant)  
RFP – Request for Proposal

RFA- Request for Authorization (for grant funding)  
FCOG – Fresno Council of Governments  
ADA – Americans with Disabilities Act  
DBE – Disadvantaged Business Enterprise  
TTC – Technical Transportation Committee (through FCOG)  
RTP/SCS – Regional Transportation Plan, Sustainable Communities Strategies  
OSG – Sewer Overflow and Stormwater Reuse Grant