

**REGULAR MEETING
OF THE MADERA CITY COUNCIL**
205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, April 20, 2016
6:00 p.m.

Council Chambers
City Hall

CALL TO ORDER

ROLL CALL: Mayor Robert L. Poythress
Mayor Pro Tem Charles F. Rigby
Council Member Andrew J. Medellin
Council Member Donald E. Holley
Council Member Derek O. Robinson Sr.
Council Member William Oliver

INVOCATION: Pastor Mike Unger, Madera Rescue Mission

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENT:

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

PRESENTATIONS Proclamation Declaring Robot Day

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

B-1 Minutes – 9/16/15

B-2 Information Only – Warrant Disbursement Report

- B-3 Weekly Water Conservation Report – 4/4/16-4/10/16 (Report by Dave Randall)
- B-4 Consideration of a Resolution Approving an At Will Employment Agreement for Grant Administrator and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)
- B-5 Consideration of a Resolution Approving Master Agreement, Administering Agency-State Agreement for Federal-Aid Projects, No. 06-5157F15 and Authorizing the Mayor of the City of Madera to Execute Master Agreement No. 06-5157F15

And

Consideration of a Resolution Approving Program Supplement Agreement No. F054 for the Repair & Rehabilitation of City Bridge No. 41C0009, 41C0043 & 41C0155, City Project No. B-4, Federal Project No. BPMP 5157(104), and Authorizing the City Engineer to Execute Program Supplement Agreement No. F054 (Report by Keith Helmuth)

- B-6 Consideration of a Resolution Approving an Agreement with MuniTemps for the Provision of Temporary Employees, and Authorizing the City Administrator to Sign the Agreement and Related Documents (Report by Dave Randall)

C. HEARINGS, PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS

- C-1 Consideration of a Resolution Approving a Lease Agreement between the City of Madera and the Community Action Partnership of Madera County, Inc. for Occupation and Use of Facilities at the Millview Community Center, and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mark Etheridge)
- C-2 Public Hearing and Consideration of a Resolution Approving the Annexation of the Capistrano XVI Subdivision Unsubdivided Parcels into Landscape and Lighting Assessment District Zone of Benefit 51; Confirming the Diagram and Assessments for the Capistrano XVI Subdivision Unsubdivided Parcels for City Wide Landscape and Lighting Assessment District Zone of Benefit 51 for Fiscal Year 2016/2017; and Authorizing the City Clerk to File the Diagram and Assessments with the Madera County Auditor (Report by Keith Helmuth)
- C-3 Public Hearing and Consideration of a Resolution of the City Council Confirming Special Assessments for Delinquent Administrative Fines (Report by Brent Richardson)

D. WRITTEN COMMUNICATIONS

- D-1 Presentation by the State Center Community College District on Measure C and Consideration of a Resolution in Support of Measure C, the State Center Community College District Bond (Donna Berry, William Turini)

E. ADMINISTRATIVE REPORTS

- E-1 Report on Recruitment of Energy Conservation Consultants and Authorization to Distribute a Request for Statements of Qualification (Report by Dave Randall)

- E-2 Update on the Status of Emergency Repairs for the Sanitary Sewer Main on Schnoor Avenue between Fourth and Fifth Streets and the Results of Ongoing Investigations into the Condition of Other Downstream Pipe

And

Consideration of a Resolution Declaring an Emergency Situation in which Expedited Design, Investigations, Repairs or Replacement of Sections of Sanitary Sewer Pipe in Schnoor Avenue South of Fourth Street May be Required (Report by Keith Helmuth)

F. COUNCIL REPORTS

G. CLOSED SESSION

- G-1 Closed Session Announcement – City Attorney
- G-2 Conference with Legal Counsel – Pending Litigation pursuant to Government Code §54956.9(d)(1): 1 case:
- William Roger Anderson WCAB No. ADJ 8262131
- G-3 Closed Session Report – City Attorney

ADJOURNMENT – Next regular meeting May 4, 2016

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- Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
 - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
 - Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.
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I, Sonia Alvarez, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the regular meeting of the Madera City Council for April 20, 2016, near the front entrances of City Hall at 3:00 p.m. on April 15, 2016.


Sonia Alvarez, City Clerk

Office of the Mayor

City of Madera
State of California
2016

Proclamation Declaring

Robot Day

WHEREAS, FIRST (For Inspiration and Recognition of Science and Technology) was founded in 1989 to inspire young people's interest and participation in science and technology through mentor-based robotics programs that motivate young people to pursue education and career opportunities in the science, technology, engineering, and mathematics (STEM) fields; as well as foster well rounded life capabilities including self-confidence, communication and leadership; and

WHEREAS, the Clovis North High School IronHorse Robotics Team #2761 is committed to spreading the interest of the STEM concept by encouraging students to become a part of this growing field; and

WHEREAS, the IronHorse Robotics Team is reaching out to neighboring communities in their efforts to increase awareness to the benefits and impacts of the FIRST program and STEM education; and

WHEREAS, the IronHorse Robotics Team, along with other valley schools including the Madera South High School MadTown Robotics Team #1323, participate in district and regional robotic events, with opportunities to advance to higher levels of competition, which further promote the STEM concept to participants and spectators alike.

NOW, THEREFORE, BE IT RESOLVED, that I, Mayor Robert L. Poythress, on behalf of the Madera City Council, do hereby proclaim this 20th day of April 2016 as **ROBOT DAY** in the City of Madera and commend the efforts of the IronHorse Robotics Team for leading the charge in promoting STEM education.

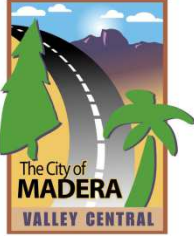
IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Madera to be affixed this 20th day of April 2016.



Mayor

Return to Agenda

Item:	B-1
Minutes for:	9/16/15
Adopted:	4/20/16



MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL CITY OF MADERA, CALIFORNIA

September 16, 2015
6:00 p.m.

Council Chambers
City Hall

CALL TO ORDER

The regular meeting for 9/16/15 was called to order by Mayor Poythress at 6:00 p.m.

ROLL CALL:

Present: Mayor Robert L. Poythress
Mayor Pro Tem William Oliver
Council Member Charles F. Rigby
Council Member Sally J. Bompreszi
Council Member Andrew J. Medellin (Arrived 6:02 p.m.)
Council Member Donald E. Holley
Council Member Derek O. Robinson Sr.

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, City Engineer Keith Helmuth, Public Works Operations Director David Randall, Chief of Police Steve Frazier, Director of Parks and Community Services Mary Anne Seay, Chief Building Official Steve Woodworth, Planning Manager Chris Boyle, Commander Dino Lawson, and Fire Battalion Chief Jim Forga.

INVOCATION: Associate Pastor Don Caballero, The Clay Church

The invocation was given by Pastor John Pursell from the Believers Church. Associate Pastor Caballero was not available to attend.

PLEDGE OF ALLEGIANCE: Mayor Poythress led in the Pledge of Allegiance.

PUBLIC COMMENT:

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

No comments were offered.

PRESENTATIONS

Mayor Poythress announced that there is something here that says, Coyote Boys Tennis Dominates Clovis. He explained that it is the Madera High School Tennis Team from 2003/04. He noted that it looks like Mayor Pro Tem Oliver in the photo. Mayor Poythress advised that it was dropped off by his former Tennis

Coach Jerry Orosco. He added that Coach Orosco is retiring. He went through a bunch of stuff and moved to Merced. He wanted to make sure that Mayor Pro Tem Oliver received this. Mayor Poythress passed the article on to Mayor Pro Tem Oliver. He added that Mayor Pro Tem Oliver was a great tennis player and he probably still is.

1. Proclamation Recognizing Hispanic Heritage Month

Mayor Poythress invited members of the Latinas Unidas to join him at the podium. Mayor Poythress stated that the official beginning of Hispanic Heritage Month was yesterday. He asked what today is. One of the representatives present replied that it is Independence Day. Mayor Poythress added that it is a great start to the beginning of Hispanic Heritage Month. He asked Ms. Salazar to share about this event.

Lucy Salazar, Chairperson for Latinas Unidas, stated this will be their 13th Annual Fiesta in the Park. They put this event on for the community to help maintain their Hispanic culture. She noted that National Hispanic Heritage Month was proclaimed in the United States so the City of Madera has been so kind to proclaim this month for them. They are here as Latinas to receive this presentation. She invited all to come and join them this Sunday, September 20, 2015 from 12:00 p.m. to 5:00 p.m. They will have different entertainment starting with mariachis, folklorico dancers, and other entertainment. They look forward to receiving the public this day and have an enjoyable day throughout celebrating their National Hispanic Heritage Month. She added that they also do other presentations in the County and throughout the City of Hispanic cultural items on display. They also have other activities but, this is their main activity that they do for the City and for the community. She added that they are so proud to be members of Latinas Unidas. She thanked the City and Mayor for presenting this honorable proclamation.

Mayor Poythress stated he noticed that the Fiesta in the Park is a little earlier this year. Normally it is the first Sunday of October. He wondered if they moved it up so it could be at the beginning and then maybe more celebrations after within that time period.

Ms. Salazar replied that the reason is that they started another event last year called Día de los Muertos. Also, in celebration, they are having this activity on October 30th. In order for them to present a good community event to the public, they wanted to allow themselves time to present one presentation for the public to invite and then do this other one. She advised that this is why they moved up the date so they could have more time to celebrate.

Mayor Poythress stated he knew there was a good reason for that. Mayor Poythress presented the proclamation supporting September 15th through October 15th as Hispanic Heritage Month to the Latinas Unidas. He commented that the City Parks and Community Services Department is involved in the event. He added that it is a great time and a great time to celebrate. He thanked them for all their great efforts and time. He knows a lot goes into it and it is a great thing.

Other representatives present from the Latinas Unidas [*names not given*] added that it is going to be a wonderful Sunday. There will be a lot of music and a lot of food, and it is a free event to the community. She noted that it is publicized as that. They also want to give their most gracious thanks to Mary Anne Seay and her department who are a big part of the activities, specifically for children at the event, for doing a lot with regard to the publications, the publicity, the proclamation development, and the whole enchilada, as it were.

2. Proclamation Recognizing Old Timers' Week

Mayor Poythress announced that present is Bob Winslow from the Madera County Historical Society and the Old Timer's Day Committee. He asked Mr. Winslow to join him at the podium. He advised that many people know Mr. Winslow and recognize him for all his hard work over the years, and the time that he puts into this event. He added that it wouldn't be an Old Timer's Day and Celebration without him. He asked Mr. Winslow to tell them a little bit about what is going on with the week of celebration.

Bob Winslow thanked the Mayor and Council. He advised that this is the 84th Anniversary of the Old Timer's Celebration and Old Timer's Week. They are going to do pretty much the same events that they have had. He added that they will have the jail out in the park called the hoosegow. He advised that if the guys haven't grown beards, and he had to get his going, or the women aren't wearing their western attire, they are subject to get arrested and put in the hoosegow. Then, they need to be bailed out by some of their coworkers or what have you. He advised that they have badges that can keep them out of jail and that becomes a fundraiser for the Historical Society. They can purchase those. They have to wear them during the Old Timer's Week or they could be subject to arrest. He turned the badges over to the City Clerk. He restated that it is a fundraiser for the Historical Society. He added that normally those badges go for \$5.00 so it is a modest amount but, he knows the City is doing pretty well, and with great leadership here, he thought they could go \$10.00 for the City.

Mayor Poythress agreed that they always do lead the way and thanked him.

Mr. Winslow stated that, in the interest of fairness they want to be fair, so they are going to be \$5.00. He advised they will be available in the Clerk's office for all of them to stay out of jail if they want but, if they want to risk it, they might be in jail. He noted that the hoosegow was not in great condition so they didn't use it last year. They had to do some modifications. He gave credit to the Madera South High School shop classes who are refurbishing it and it will be ready next week. He added that they will also have the City/County Employee Lunch. He is sure they have all been notified by the committee that puts that together. The lunch will be on Friday. He noted that has become really a great thing with over 500 employees from the City and County that come out for that now. They will also be awarding, at the lunch, the trophy for the costume contest. He advised that the judging for that will be on Thursday. He has also received a proclamation from the County and they are encouraging the County employees to take part in the contest, and hopefully, they will have a nice spirited contest again. On Saturday will be the parade and booths/vendors in the park selling all kinds of crafts and/or food, and/or some information. He added that it should be a great week and hopefully they will all be able to attend or take part, or be out there.

Mayor Poythress thanked Mr. Winslow again for all his efforts. Mayor Poythress presented the proclamation describing Old Timer's Week to Mr. Winslow.

Mr. Winslow stated his appreciation for all the support of this event.

INTRODUCTIONS

1. Richard Gonzales, Police Officer
2. Clay Hoover, Police Officer

Mayor Poythress announced that the introductions will be rescheduled at a future meeting.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

- B-1 Minutes – There are no minutes for consideration.
- B-2 Information Only – Warrant Disbursement Report
- B-3 Consideration of a Resolution Approving an Agreement between the City of Madera and Kings View - Skills4Success Program for Occupation and Use of Facilities at the John W. Wells Youth Center and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mark Etheridge)

- B-4 Consideration of a Resolution Approving an Agreement with Moore Twining Associates, Inc. for Professional On-Demand Services for Quality Assurance and Materials Testing Services for Sanitary Sewer and Storm Drain Improvements – Various Locations, Bid Package 2, City Project No. S 10-01, CDBG-2014-2217-5072 (Report by Keith Helmuth)
- B-5 Consideration of a Resolution Approving Membership by the City of Madera in the California Enterprise Development Authority (CEDA) as an Associate Member and Authorizing CEDA, through Figtree Financing, to Offer their Program and Levy Assessments within the City of Madera and Authorizing Execution of the Associate Membership Agreement and Indemnity Agreement (Report by Sonia Hall)
- B-6 Consideration of a Resolution Approving the Assignment of Chateau at the Vineyards – Phase IV Subdivision and Approval of an Indemnity Agreement between City of Madera and UCP Chateau Grove, LLC (Report by Keith Helmuth)

ON MOTION BY COUNCIL MEMBER BOMPREZZI, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE CONSENT CALENDAR WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 15-192 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT BETWEEN THE CITY OF MADERA AND KINGS VIEW SKILLS4SUCCESS PROGRAM FOR OCCUPATION AND USE OF FACILITIES AT THE JOHN W. WELLS YOUTH CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

RES. NO. 15-193 A RESOLUTION APPROVING AN AGREEMENT WITH MOORE TWINING ASSOCIATES, INC. FOR PROFESSIONAL ON-DEMAND SERVICES FOR QUALITY ASSURANCE AND MATERIALS TESTING SERVICES FOR SANITARY SEWER AND STORM DRAIN IMPROVEMENTS – VARIOUS LOCATIONS BID PACKAGE 2, CITY PROJECT NO. S 10-01, CDBG 2014-2217-5072

RES. NO. 15-194 RESOLUTION APPROVING ASSOCIATE MEMBERSHIP BY THE CITY OF MADERA IN THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY AND AUTHORIZING AND DIRECTING THE EXECUTION OF AN ASSOCIATE MEMBERSHIP AGREEMENT RELATING TO ASSOCIATE MEMBERSHIP OF THE CITY IN THE AUTHORITY; CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE INCORPORATED AREA OF THE CITY IN THE MADERA COUNTY PROPERTY ASSESSED CLEAN ENERGY PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES AND ENERGY AND WATER EFFICIENCY IMPROVEMENTS, APPROVING THE REPORT SETTING FORTH THE PARAMETERS OF THE REFERENCED PROGRAM AND CERTAIN MATTERS IN CONNECTION THEREWITH

RES. NO. 15-195 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA CONSENTING TO THE ASSIGNMENT OF THE CHATEAU AT THE VINEYARDS – PHASE IV SUBDIVISION AGREEMENT TO UCP CHATEAU GROVE, LLC AND APPROVAL OF AN INDEMNITY AGREEMENT BETWEEN CITY OF MADERA AND UCP CHATEAU GROVE, LLC

C. HEARINGS, PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS

- C-1 Public Hearing and Consideration of a Resolution Approving the 2014/2015 Community Development Block Grant Consolidated Annual Performance and Evaluation Report and Financial Summary**

Jorge Rojas, Program Manager for Grants, stated that the Department of Housing and Urban Development (HUD) requires that entitlement communities receiving Community Development Block Grant (CDBG) funds to annually review and publicly report on the progress made in carrying out their Consolidated and Annual Action Plan. He added that submission of the Consolidated Annual Performance and Evaluation Report (CAPER) is the reporting tool HUD requires to meet this obligation. Mr. Rojas announced that at this time he will survey the audience and see if anyone requires Spanish translation. He noted that it doesn't appear that anyone does.

Mr. Rojas referred to the slide and explained that it provides the amount of CDBG dollars they expended, \$856,303.53. It also details the amounts by Administration, Public Services, and Public Improvements. He advised that it is important to remember, beginning with the Fresno/Madera Continuum of Care, the Workforce Investment, the Youth Leaders, and Parks Senior Services, that other funds went into their activities, besides CDBG, to carry out their programs.

Mr. Rojas advised that the Fresno Madera Continuum of Care (FMCoC) is responsible for addressing their community's homeless needs. He advised that FMCoC conducted a survey. He reviewed some of the details within the survey. He noted that there are about 10 people here that are homeless adults with one child. There are several households that are over the age of 24 and between 18 and 24. They have homeless veterans: both males, one white, one multiple race, and one Non-Hispanic/Non-Latino. They also have several members of their population that are chronically homeless, adults with serious mental illness, substance abuse, and/or HIV/AIDS, or domestic violence.

Mr. Rojas advised that while housing is not an activity that they carry out with CDBG, the Successor Agency, using their Inclusionary Housing Program, both inside and outside of the project area, facilitated the establishment of 14 new, first time homebuyer households for a total of \$2.1 million. Also, using their State funds, as well as their Federal Neighborhood Stabilization Program funds that they are administering for the County, they assisted eight households within the City limits and two households in the County. He advised that the breakdown, according to income is, eight moderate, ten low, one very low, one above moderate, and two are unknown. His understanding about that is that with the Redevelopment Agency Program, there are no requirements for the owners to meet the income limits.

Mr. Rojas referred to the Parks and Community Services program and advised that their unduplicated total is 479. He added that it is important to note that many of the seniors partake in various activities and a duplicate account would be 1,317. He advised that in addition to the \$95,000 in CDBG funds, many others funds went into their programs.

Mr. Rojas referred to the Coalition for Community Justice Program and advised that 18 Hispanic youth participated. They had field trips to colleges, the Fresno Regional Foundation Art event, Earth Day, and a Gang Prevention Forum. They also received assistance in completing college applications.

Mr. Rojas referred to the Madera County Workforce Investment. They had 15 participants of which eight completed training, seven are currently enrolled in training services, and six are employed earning an average of \$12.00 per hour. He restated that this program uses funds other than CDBG.

Mr. Rojas referred to the Code Enforcement Program and displayed a chart with the number of cases opened and closed, and by case type. He added that there are also foreclosures in CDBG areas and non-CDBG areas, abandoned vehicles, total of corrected housing units, and violations issued. They also have the Graffiti Abatement Program including the number of incidences, square footage, number of gallons, and by case type.

Mr. Rojas advised that staff believes this performance demonstrates the City's strong commitment to meeting the objectives of the CDBG program and recommends that Council approve submission of the 2014/2015 CAPER. He added that the CAPER also reflects the Council's support of an extensive number of Vision Plan projects or activities. Mr. Rojas offered to answer any questions.

Mayor Poythress asked if there are any questions for Mr. Rojas.

Council Member Medellin stated he knows a couple of years ago the Madera County Food Bank received CDBG funds and then this last year there seems to be a little bit of a snafu with the paperwork. He asked Mr. Rojas to expand on what happened there.

Mr. Rojas replied that they were clear to run their program at 55, accepting seniors age 55 in November. He heard from Ryan McWherter that the program stopped and he was going to restart during the last quarter of the fiscal year, April, May, and June. He did not hear back from him after that.

Council Member Medellin asked if it was something on Mr. McWherter's end that he didn't get cleared up.

Mr. Rojas replied that a business license was required. He didn't see the business license processed. He added that ethnicity reporting was also required, quarterly reports, timecards.

Council Member Medellin asked Mr. Rojas to go back to the Workforce numbers that show there are a certain number of people that got their certificate, some that are getting, and some that are employed.

Mr. Rojas replied that there are eight that received their certificate and seven are currently enrolled in training for a total of 15. He added that of the eight that received certifications, six are employed.

Council Member Medellin asked for confirmation that he is saying 15 total.

Mr. Rojas replied yes.

Council Member Rigby asked Mr. Rojas to go back to the Madera Youth Leaders' numbers again. He asked if this is throughout the year or is it what is enrolled right now.

Mr. Rojas replied that this was throughout the year.

Mayor Poythress asked if there are any other questions. No other questions were asked.

Mayor Poythress opened the public hearing and there being no speakers, closed the public hearing.

ON MOTION BY COUNCIL MEMBER BOMPREZZI, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-1, RES. NO. 15-196 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 15-196 A RESOLUTION APPROVING THE 2014/2015 COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT AND FINANCIAL SUMMARY REPORT AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE REPORT

C-2 A Noticed Public Hearing to Consider Adoption of a Resolution of the City Council of the City of Madera Adopting the 2016-2024 Housing Element of the Madera General Plan. An Addendum to the 2009 General Plan Environmental Impact Report has also been Prepared Pursuant to CEQA Guidelines Section 15162 and 15164

Planning Manager Chris Boyle stated that tonight they are looking at a proposal to consider adoption of a resolution of the City Council of the City of Madera adopting a 2016-2024 Housing Element for the Madera General Plan. He advised that they have seen components of this throughout time reach the Council. Back in March, the Planning Department brought to them a rezone which allowed for the rezoning of properties to provide consistency with the zoning ordinance and the General Plan. Recently in May, they also brought an ordinance to the Council which provided compliance and allowed for the City to qualify for the streamlining provision that the Department of Housing and Community Development (HCD) provided. He

advised that the Council approved that on May 6, 2015. He noted that the streamlining process allowed for an expedited HCD review to occur. He referred to the Draft Housing Element and advised that changes within the 2009 General Plan are highlighted in yellow and only those changes were reviewed by the HCD. He added that the streamlining process was meant not just to assist cities with a streamlined process but, it allowed HCD to also focus only on the changes that were proposed within the Housing Element knowing that much of the State has spent the last years in a downward trend in terms of housing. He advised that the rezone and ordinance, that were before the Council in the past, allowed them to satisfy those eligibility requirements and just as a refresher, they completed that rezone. They adopted the ordinance as it affected emergency shelters, transitional and supportive housing, a reasonable accommodation ordinance, and an updated density bonus ordinance, as part of the ordinance they brought to the Council, to qualify for streamlining. Mr. Boyle stated that HCD reviewed their draft from May through June and conditionally approved that draft in July of 2015 pending Council approval. He added that the Planning Commission, in August, approved that draft and forwarded a resolution, which is a part of their report, which recommended adoption of this Housing Element update. He noted that the suggested revisions that came out of the 60-day review from the HCD were incorporated into that final document. Now they are looking at adoption of the 2016-2024 Housing Element update.

Mr. Boyle advised that the Housing Element is one of seven mandated elements of the City's General Plan and it is the City's plan to meet all of the existing and projected housing needs of all economic segments of the community. He added that new is the eight-year timeframe. In the past, there was a reduced cycle but, with this adoption, they will move to an eight-year cycle for review and update of the Housing Element. As noted, it is the only element of their General Plan that requires formal review and approval by the California Department of Housing and Community Development. He advised that the Housing Element is broken into specific components. There is a policy document that is supported by background information and there are goals, policies, and action items, consistent with other elements within their General Plan, with the focus being on those goals to provide housing. He added that there are quantified objectives within that policy document and the background information looks at various demographic and economic characteristics of the City, it looks at household characteristics, and then it looks to address future housing needs.

Mr. Boyle stated that the housing policies and action items are organized under six goals which span from new residential construction, to preservation and rehabilitation of housing, to smart growth and energy efficiency.

Mr. Boyle referred to the changes from the 2009 Housing Element. He advised that they have the same goal statements and overall organization that was approved as part of their 2009 General Plan. He noted that there is a more focused approach to reflect limited resources. With that said, the action items of the City have been reduced from 69 to 36. He advised that originally there was a reduction to 33 however, they reintroduced three action items as part of HCD's recommendations which was part of their 60-day review. He noted that those action items also removed completed actions. They removed Redevelopment Agency notations. In some cases, they removed duplicated or repetitive actions. They also removed actions that were not measurable as part of the recommended alterations that went to the HCD.

Mr. Boyle noted that also, as part of the Housing Element update, they completed a Regional Housing Needs Allocation. He explained that comes from the HCD, and through the Madera County Transportation Commission, a number is determined in terms of their regional housing needs. He advised that number for the County was 12,895 housing units and the City's segment of that housing needs, over the life of the plan, is 6,099 housing units. He noted that it is actually a slight reduction from the 2009 General Plan. Mr. Boyle advised, remembering that one of the goals is to provide housing for all segments of housing and all income brackets of housing, that the needs allocation is broken down from extremely low income to above moderate incomes. He commented that the 6,099 is segmented into those various income brackets.

Mr. Boyle stated that when HCD looks at affordability, whether it is intended or not, there is a connection between density and affordability where large lot, single family homes typically would satisfy above moderate incomes, duplexes, mobile homes, and multifamily housing complexes typically provide housing for lower income brackets. He added that because of large lot homes being a much lower density than

multifamily housing, which is a higher density component, there is a connection between density and income whether intentional or not, within the Housing Element.

Mr. Boyle added that nonetheless, the City must demonstrate that it has enough vacant, zoned appropriate, at appropriate densities to accommodate the projected new housing units, and the new housing units assigned for each income category. In order to do that, the City completed a residential site inventory as a component of the Regional Housing Needs Allocation and the Housing Element, and they found that they had a surplus of available lands available to meet all of those income categories cumulatively.

Mr. Boyle stated staff recommends that the City Council consider this information together with testimony provided at this public hearing, and adopt a resolution adopting the 2016-2024 Housing Element Update to the Madera General Plan. Mr. Boyle offered to answer and questions.

Mayor Poythress asked if there are any questions for Mr. Boyle. No questions were asked.

Mayor Poythress opened the public hearing and there being no speakers, closed the public hearing.

ON MOTION BY COUNCIL MEMBER BOMPREZZI, AND SECONDED BY MAYOR PRO TEM OLIVER, ITEM C-2, RES. NO. 15-197 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 15-197 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING GENERAL PLAN AMENDMENT 2015-01, ADOPTING THE 2016-2024 HOUSING ELEMENT UPDATE IN ORDER TO PROVIDE CONSISTENCY WITH THE STATE HOUSING ELEMENT LAW

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

E-1 Request to Designate a Voting Delegate and Alternate for the League of California Cities Annual Conference

City Clerk Sonia Alvarez announced that they go through this process every year. She advised that the Business Meeting for the League of Cities is held at the same time as the annual conference which is scheduled later this month. They are requesting that the Council appoint a primary and an alternate to be the voting member for the City at that meeting. Currently Mayor Poythress and Council Member Robinson are registered to attend.

Mayor Poythress suggested that Council Member Robinson be appointed as the primary delegate and he would be happy to serve as the alternate. He added that, considering Council Member Robinson's participation in the Southern Division as Vice-President, he is the perfect choice.

Ms. Alvarez advised that staff would report that to the League of Cities.

E-2 Weekly Water Conservation Reports

Public Works Operations Director Dave Randall noted that the weather has cooled off and unfortunately, their conservation numbers have cooled off a little. In their report, they will see that they went down to a 27% conservation with 28% being the target. They are still at that point where they are 30% overall conservation but, the trend is not what they would like to see. He advised that the Council should have received an email that tells them what happened last week and unfortunately, they went down to 24%. They are still at 29% overall but, it is a trend that is alarming. He noted that it is consistent with what other jurisdictions are seeing as well. He added that the heat gives them the opportunity for conservation and

the coolness, as they move into the fall, they will see less opportunities. They did see, during the fair, good participation from the public. There was a lot of interest in some of the rebate programs. They are hoping that they will continue strong. He noted that there has been pretty good interest in participation. They hope that will help them but, they will continue to try to keep those efforts moving forward.

Mr. Randall advised that the other trend, that is sort of interesting, is that the number of calls they receive on people reporting water waste has steadily decreased. They hope that is because people are improving; not that they are becoming apathetic. The other indicator that supports that is that the number of violations they are issuing is also creeping downward. He noted that it is not because they are getting lazy, it is just that they are not seeing as much flagrant violations. Mr. Randall offered to answer any questions.

Mayor Pro Tem Will Oliver referred to cities that have failed to meet their numbers by great margins and asked if the state has exercised any muscle, or levied any fines, or taken any action in that regard.

Mr. Randall responded that they have. He advised that there is a website where they can actually see what they are doing. So far, he hasn't heard of any fines. They have instructed them to take up certain measures to try to accomplish those goals. He noted that it is a bit disheartening for them because those measures are the same measures that the City is doing. They are just telling them to get onboard with everybody else. He added that the Fresno Bee had an interesting article that they probably all read. He noted that it was a little misleading. They have to understand that the goals they are looking at are residential and industrial water usage has nothing to do it. He stated that is what is happening so far. He is waiting to see the first person that gets the \$500,000. He hasn't heard anything.

Mayor Poythress referred to that article. He noted that there are a lot of cities that say they couldn't make it because of their industrial users so that is baloney.

Mr. Randall agreed.

Mayor Poythress stated that he thinks it is interesting that the evapotranspiration rates drop and their daylight hours shrink, and yet, he thinks what happens is that a lot of people still have their sprinklers on for whatever they are doing. They could actually probably cut back a couple minutes here and there. If everybody did that, they would probably be back where they were, at least north somewhere. He asked if there is any way to get that message out and say, hey, if you could knock a minute off here or there, it just doesn't need it.

Mr. Randall agreed that they most certainly could do that. He advised that some jurisdictions, as they move farther into the later fall and winter, go to no watering. He noted that the City doesn't, and unless they change something, that would not be something that they currently would enforce. He advised that would make a difference because in 2013, they did not have those type of restrictions in place. In as much as they were hoping that they don't have to go to those type of restrictions, they have not yet proposed that.

Council Member Holley stated that if they keep looking at their water bill, they will cut back.

Mayor Poythress stated that brings up another question. He asked if they have had much feedback from folks in regards to the water bill.

Mr. Randall replied that he has not heard too much. He knows they have been very cognizant to be prepared for that. He has heard that there wasn't as much response. He doesn't have to live with that. He added that unfortunately, Mr. Przybyla, Director of Financial Services, is not here today and he could tell them since he has to live with that problem.

City Administrator David Tooley stated they have had, less in the way of complaints, and more actually, a number of questions. He advised that people want an explanation as to why their water bill has changed. That has been the bulk of their activity. They have also had, he knows, at least one instance where an individual, who they all know, has a fairly large apartment complex and the tiering was applied based on

number of meters as opposed to number units. They are going back to review it and make sure that it has been applied correctly in that case. On the whole, he would say, the responses they are getting are in terms of questions; people looking for an explanation.

Mayor Pro Tem Oliver stated his comment is just a thought and maybe something they can look at as far as the utility billing. He suggested that since their numbers have dropped a little bit, maybe that is an opportunity to include what the previous month's conservation numbers were citywide. He noted it is not so much ratepayer by ratepayer but just to provide additional education and information for folks. He advised that might be a good opportunity.

Mr. Randall replied that they generally put that in the utility newsletter but, they could look at putting that on their bill.

Mayor Poythress thanked Mr. Randall.

F. COUNCIL REPORTS

Council Member Robinson reported that he attended the Superintendent's Community Roundtable meeting and they discussed the feeder program, elementary to junior high, and junior high to high school. They talked about the future about 15 to 25 years ahead. They also talked about the population and keeping each high school at a certain level of students.

Council Member Rigby reported that he was also at the same Roundtable meeting with Council Member Robinson. One of the things he thought was interesting is the innovative ways that the district is actually looking to build new middle schools in the near future. He noted that it was similar to what they would know as a STEM (Science, Technology, Engineering, Math) program but essentially modeled after what Clovis and Madera Unified have done with the CART (The Center for Advanced Research and Technology) program. They are looking to bring something like that into the City of Madera. He looks forward to being a part of that discussion.

Council Member Rigby reported that he also had a chance to have an event at the newly renovated Rotary Park Pavilion. He absolutely enjoyed it. They had about 200 people out for their church picnic barbeque. He noted that the grounds were immaculate and well used. He was very pleased to see that project up close and personal.

Council Member Rigby advised that he is enjoying watching the Madera Police Department's efforts in their search for local trainees. He thinks Chief Frazier is doing something incredible. He commented that it is like a reality show for him that he is trying to follow, "Madera Top Cop" if you will. He looks forward to seeing the results of that campaign.

Council Member Holley stated right now they are in need of big brothers and big sisters. He advised that they have a lot of students that need attention. This is something he has been doing for the last several years in joining this program. He advised that if they know anybody who is interested to have them contact Big Brothers Big Sisters. He noted that it is only like 40 minutes a week. Take a kid to lunch and sit out there and talk with him. He added that it is really educational noting that sometimes kids can tell you more about you than you can tell them about them. He commented that it is just that closeness that they are trying to get involved with.

Council Member Holley reported that the NAACP is also launching a mentor program for kids at school. He advised that there are several schools out there that need more mentors than they have parents that want to do it. He thinks it is something that as they look around, they are always, I ain't got time, but figure an hour out of a week is really nothing to educate a kid and to do the right thing before the Police Department picks them up and locks them up, and then it is too late. He advised that he joined those two programs.

Council Member Holley reported that he also attended the Roundtable discussion for the schools last night. The main thing that really struck him is when they went to look at Madera High School. It has not changed in the last 45 to 50 years. They need to do some real work to enlarge classrooms, put air conditioning. He stated there is a lot of stuff that needs to be done. He knows, with touring around schools, he has been able to go to a lot of junior high schools this last week and see the difference in classroom sizes. He advised that there are a lot of things going on in the City that they need to be aware of. He suggested that they might chip in and help out. Hopefully they can get involved.

Mayor Poythress noted that was very well said.

Council Member Medellin reported that there was a great article in the paper today about their neighborhood watch in the Sonora neighborhood which, he is sure Mayor Pro Tem Oliver will talk about. He had the privilege of attending Madera Avenue and Walnut Street on their third meeting yesterday. He noted it is another "notch" for neighborhood watch and it was a great turnout. He added that Officer Herspring and Lacy Burleson from the Police Department did a fantastic job yesterday. He stated that again, they keep knocking on doors and keep asking the neighborhood to be the eyes and ears. They are taking it on full board and they are excited to do so.

Mayor Pro Tem Oliver reported that they were honored to recognize their Sonora team, which is actually where he resides as well, as an official Neighborhood Watch organization. What is neat about their neighborhood is that it initially started because of a complaint centered towards one person and it brought out everyone. That generated a lot more comments and a lot more questions whether it be about streetlights or lights in the alley, or you name it. Since then they have been able to resolve a lot of issues that have been brought up in those subsequent meetings. He was proud to see, during their third meeting in which they received their formal status, that they had all the residents get together to take a picture both with the individual that was the subject of its inception and those that took a lead on that. He is very proud of those efforts. He appreciates the Tribune for publishing that article today and acknowledging the good work that over 50 neighborhoods have done throughout their City.

Mayor Pro Tem Oliver reported that he also attended the Sherwood Neighborhood Watch with Council Member Robinson. What was fascinating about that meeting is that it was organized by the property management company. He thinks it really presents a unique opportunity for them to go out and engage both the business community, whether it be business neighborhood watch or businesses in property management, to help show leadership in that regard. He added that Officer Garibay did a tremendous job engaging residents, took down a lot of issues, and offered to relay those issues to the beat officer. He thinks there were over 40 people in attendance; a lot of young kids. He stated that it was truly rewarding and encouraged them to keep up the great work.

Mayor Poythress reported that last week he had the opportunity to travel to Washington, D.C. and led a group of the Valley Council of Governments and MPO (Metropolitan Planning Organization), which essentially are transportation agencies that cover an eight county area. They represent about four million people from Kern County through San Joaquin. They had two days of meetings, meeting with their representatives and senators in different departments and so forth. They talked about transportation, widening, adding capacity on Highway 99 from four lanes to six lanes which they don't have. They obviously talked about water. He noted that there are two competing drought bills. One is the Senate and one is the House. They also talked about force management. He advised that there is a bill that is being introduced to undo the issues that have created all this fuel over the years that are creating these intense fires. He guesses his overall impression after being back there is that it is more and more that they are just going to have to work together as a City, a County, farm bureau's, MID's, local stakeholders because it doesn't look like they are going to be getting a lot of help or a lot of action out of Washington. He added that both sides seem to be not willing to work together in a lot of cases and in order to get certain things through, and the President has to sign off, and they hear about the President wanting to veto, regardless, it is a mess so a lot of the issues they have, they are going to have to find local solutions and things they can do locally which they can do. He restated that regardless, they know they were back there; they know where the San

Joaquin Valley is. They are in the heart of the State with the largest economy in the nation, so they heard them. He guesses that is what the good news was.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

City Attorney Brent Richardson announced that the Council will adjourn to closed session pursuant to Government Code Section 54956.9 to discuss conference with legal counsel in existing litigation, as described under item G-2.

The Council adjourned to closed session at 6:50 p.m.

G-2 Conference with Legal Counsel – Existing Litigation. Subdivision (d)(1) of Government Code §54956.9

One case: City of Madera v. Roy Roberts et al.
Madera Superior Court Case No. MCV062827

G-3 Closed Session Report – City Attorney

The Council returned from closed session at 7:38 p.m. with all members present.

City Attorney Brent Richardson announced that the Council met in closed session pursuant to Government Code Section 54956.9 to discuss conference with legal counsel in existing litigation, as described under item G-2, and reported that no reportable action was taken.

ADJOURNMENT

The meeting was adjourned by Mayor Poythress at 7:38 p.m.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

SONIA ALVAREZ, City Clerk

ROBERT L. POYTHRESS, Mayor

City of Madera

Council Meeting Of April 20th, 2016
Agenda Item No. B-2

Memorandum To: The Honorable Mayor,
City Council and City Administrator

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 04/20/2016

Attached, for your information, is the register of the warrants for the City of Madera covering obligations paid during the period of:

March 29th, 2016 to April 11th, 2016

Each demand has been audited and I hereby certify to their accuracy and that there were sufficient funds for their payment.

General Warrant:	203507-203644	\$	625,845.43
Wire Transfer	Union Bank Payroll and Taxes	\$	566,680.80
Wire Transfer	SDI	\$	1,723.54
Wire Transfer	Cal Pers	\$	226,749.93

Respectfully submitted,



Tim Przybyla
Financial Services Director

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
April 11th, 2016

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
203507	3/31/2016	AT&T	PD PRIVATE LINE SVS 02/19- 03/18	378.42
203508	3/31/2016	AMERICAN MOBILE SHREDDING	SHREDDING SVS	280.00
203509	3/31/2016	ANAYA, CHRIS	PER DIEM FIELD TRAINING OFFICER	335.50
203510	3/31/2016	BLUE SHIELD OF CALIFORNIA	CITY PAID BLUE SHIELD APRIL 2016	254,059.06
203511	3/31/2016	BUGGY SHOWER CAR WASH	PD CAR WASHES	161.00
203512	3/31/2016	CALIFORNIA DEPARTMENT OF JUSTICE	FEBRUARY SERVICES	859.00
203513	3/31/2016	CALIFORNIA DISTRICT ATTORNEY'S ASSOC	ASSET FORFEITURE DISTRIBUTION	446.05
203514	3/31/2016	CALIFORNIA DISTRICT ATTORNEY'S ASSOC	ASSET FORFEITURE DISTRIB ACCT 601000	4,143.54
203515	3/31/2016	CALIFORNIA HIGHWAY PATROL	INSPECITION APPLICATION GPPV BUS 42-46	250.00
203516	3/31/2016	STATE CONTROLLER'S OFFICE	SERVICES FOR ANNUAL STREET REPORT	1,709.59
203517	3/31/2016	CBCINNOVIS, INC	ACCESS FEE	16.00
203518	3/31/2016	CEDAR VETERINARY HOSPITAL, INC	VETERINARY SERVICES	904.61
203519	3/31/2016	COMCAST	03/22- 04/21 SVS 8155500320322006	86.10
203520	3/31/2016	COMCAST	03/14- 04/13 SVS 8155500320092096	128.50
203521	3/31/2016	CONCENTRA MEDICAL CENTERS	DOT TESTING/ PRE-EMPLOYMENT PHSYICAL	236.00
203522	3/31/2016	CREATIVE COPY	MAX- DISABLED TICKETS	2,575.42
203523	3/31/2016	DIAMOND COMMUNICATIONS	SEWER LIFT STATION MONITOR	115.00
203524	3/31/2016	ADMINISTRATIVE SOLUTIONS INC.	FUNDS ON DEPOSIT FOR MEDICAL CLAIMS	40,000.00
203525	3/31/2016	ENNIS TRAFFIC SAFETY SOLUTIONS	TRAFFIC PAINT	33,766.20
203526	3/31/2016	ENTENMANN-ROVIN CO	BADGES	194.50
203527	3/31/2016	ESTEVES, BRIAN	PER DIEM SLI SESSION 3 TRAINING	240.00
203528	3/31/2016	FORENSIC NURSE SPECIALISTS, INC.	ASSAULT EXAMINATION	900.00
203529	3/31/2016	FRESNO CITY COLLEGE	REGISTRATION AND PARKING PERMITS	1,576.00
203530	3/31/2016	GEIL ENTERPRISES, INC.	JANITORIAL SVS	20.00
203531	3/31/2016	GRAN, ROBERT	03/02- 03/03 HOTEL STAY REIMBURSEMENT	616.94
203532	3/31/2016	HILL, ROBERT	REIMBURSEMENT OF UNIFORM SHIRT	37.49
203533	3/31/2016	J.M. EQUIPMENT CO., INC.	FORKLIFT	28,778.20
203534	3/31/2016	JOHNSON REAL ESTATE APPRAISAL	INSPECTION AT 408 MILLVIEW DR	900.00
203535	3/31/2016	LANGUAGE LINE SERVICES, INC.	INTERPRETATION SVS	23.67
203536	3/31/2016	MADERA CLEANERS & LAUNDRY	YOUTH CENTER MAT SERVICE	32.30
203537	3/31/2016	MADERA COUNTY DISTRICT ATTORNEY	ASSET FORFEITURE KEY 03510 ACCT 673903	597.24
203538	3/31/2016	MADERA HONDA SUZUKI	BIKE SERVICE	946.10
203539	3/31/2016	MADERA POLICE DEPARTMENT	ASSET FORFEITURE DISTRIBUTION	22,302.73
203540	3/31/2016	MADERA POLICE DEPARTMENT	ASSET FORFEITURE DISTRIBUTION	40.55
203541	3/31/2016	MADERA POLICE DEPARTMENT	ASSET FORFEITURE DISTRIBUTION	6,690.81
203542	3/31/2016	MADERA PRIVATE SECURITY PATROL	SECURITY SVS	490.99
203543	3/31/2016	MADERA RADIO DISPATCH, INC.	TOWER RENT	200.00
203544	3/31/2016	MADERA REDEVELOPMENT AGENCY	REIMBURSEMENT OF NSP3 PROJECT FUNDS	8,527.13
203545	3/31/2016	MADERA TRIBUNE	NOTICE OF PUBLIC HEARING	104.40
203546	3/31/2016	MOORE-TWINING ASSOCIATES, INC.	PROJECT PK-12 PROGRESS PMT #5	612.60
203547	3/31/2016	PACIFIC GAS & ELECTRIC	02/16 SVS 9920095153-3	26,096.41
203548	3/31/2016	P G AND E	03/16 SVS 9651992016-7	2,292.05
203549	3/31/2016	MENDOZA, MARIBET	REFUND PERMIT FEE	151.07
203550	3/31/2016	RODRIGUEZ, JOSE	FACILITY DEPOSIT REFUND	50.00
203551	3/31/2016	OLGUIN, CIPRIANA	PARK DEPOSIT REFUND	50.00
203552	3/31/2016	SCHNEIDER, JENNIFER	PARK CANCELLATION REFUND	100.00
203553	3/31/2016	ESCALERA, IRENE	PARK DEPOSIT REFUND	50.00
203554	3/31/2016	MURILLO, EVIE	PARK DEPOSIT REFUND	50.00
203555	3/31/2016	MALDONADO, MARIA	PARK DEPOSIT REFUND	110.00
203556	3/31/2016	VALENZUELA, JESUS	FACILITY DEPOSIT REFUND	100.00
203557	3/31/2016	PETTY CASH - PARKS DEPT.	PETTY CASH REIMBURSEMENT	234.31
203558	3/31/2016	PITNEY BOWES GLOBAL FINANCIAL SERVICES	QTRLY EQUIPMENT RENTAL 12/30/15-03/30/16	367.68
203559	3/31/2016	PITNEY BOWES, INC.	YOUTH CENTER POSTAGE METER LEASE	167.79
203560	3/31/2016	PREFERRED ALLIANCE, INC	DRUG TEST	42.00
203561	3/31/2016	PRESORT CENTER OF FRESNO, LLC.	POSTAGE/ LASER PRINTING	2,794.17
203562	3/31/2016	Principal Life Insurance Company	APRIL 2016 DENTAL BILL	15,807.15
203563	3/31/2016	REGENCE BLUECROSSS BLUESHIELD OF UTAH	CITY PD RETIREE PRES BILL 04/16 CHUMLEY	124.60
203564	3/31/2016	SPEAKWRITE LLC	DICTIONATION SVS	260.76
203565	3/31/2016	STATE OF CALIFORNIA	ASSET FORFEITURE DISTRIB ACCOUNT 601000	10,705.30
203566	3/31/2016	TESEI PETROLEUM, INC.	FUEL	268.04

203567	3/31/2016 TESEI PETROLEUM INC.	FUEL CHARGES 03/11/16- 03/20/16	8,672.30
203568	3/31/2016 TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS FEBRUARY 2016	110.00
203569	3/31/2016 ZEE MEDICAL SERVICE CO.	SUPPLIES	69.90
203570	4/7/2016 BERNAL RAMON G	Utility Billing Credit Refund	348.19
203571	4/7/2016 AT&T	02/16 CALNET 3 SVS 9391026395	1,158.73
203572	4/7/2016 AT&T	02/16 CALNET 3 SVS 9391031561	1,998.27
203573	4/7/2016 AT&T	03/16 CALNET 3 SVS 9391031573	2,290.85
203574	4/7/2016 ALL VALLEY ADMINISTRATORS	MEDICAL & JCHILD CARE EXP 04/08/2016 PR	688.30
203575	4/7/2016 ARAMARK UNIFORM SERVICES	02/16 UNIFORM SERVICES	3,501.03
203576	4/7/2016 BSK ASSOCIATES	PERMIT COMPLIANCE	39.00
203577	4/7/2016 CITY OF MADERA OR MENDOZA ANASTASIA AND HERNANDEZ	Utility Billing Credit Refund	43.29
203578	4/7/2016 BRIDGE STORE	ALTERNATIVE PAY STATION SVS MAR 2016	683.00
203579	4/7/2016 CALIFORNIA BUILDING STANDARDS COMMISSION	BUILDING STANDARD ADMIN SPECIAL QTR 3	795.00
203580	4/7/2016 DIVISION OF THE STATE ARCHITECT	SB 1186 FEES QTR 3 FY 15/16	45.60
203581	4/7/2016 DEPARTMENT OF CONSERVATION	3RD QUARTER 15/16 SMIP FEE REPORTING	2,339.29
203582	4/7/2016 COLONIAL LIFE & ACCIDENT INSURANCE CO	E700482-3 FOR 04/08/2016 PAYROLL	1,042.48
203583	4/7/2016 COMCAST	CITY INTERNET CONNECTION 03/15- 04/14/16	1,520.00
203584	4/7/2016 CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	334.50
203585	4/7/2016 CORELOGIC INFORMATION SOLUTIONS INC	METROSCAN 03/16	150.00
203586	4/7/2016 DAHL-BECK ELECTRIC	EQUIPMENT REPAIRS	7,366.97
203587	4/7/2016 ADMINISTRATIVE SOLUTIONS INC.	FUNDS ON DEPOSIT FOR MEDICAL CLAIMS	40,000.00
203588	4/7/2016 ROSEL NICOLE	Utility Billing Deposit Refund	203.02
203589	4/7/2016 FERRETTI MAE A	Utility Billing Credit Refund	121.99
203590	4/7/2016 DEL TORO ALBERT	Utility Billing Deposit Refund	1.24
203591	4/7/2016 MEDINA D ANGELA	Utility Billing Deposit Refund	41.28
203592	4/7/2016 ANGUIANO SYLVIA	Utility Billing Credit Refund	79.92
203593	4/7/2016 BERNSTEIN MIKE	Utility Billing Credit Refund	173.97
203594	4/7/2016 RIVERA APOLONIO AND ISABEL OR CITY OF MADERA	Utility Billing Credit Refund	142.94
203595	4/7/2016 SWANSON VAUGHN C C/O NEWTON PROPERTY MANAGEMEN	Utility Billing Credit Refund	218.15
203596	4/7/2016 HALLETT REN	Utility Billing Credit Refund	94.56
203597	4/7/2016 CITY OF MADERA OR FRAUSTO CARLOS	Utility Billing Credit Refund	303.08
203598	4/7/2016 ZAPATA ISAAC	Utility Billing Credit Refund	226.21
203599	4/7/2016 ARECHIGA JAIME OMAR	Utility Billing Credit Refund	801.51
203600	4/7/2016 HARRELL DAVID AND BUTLER BRYAN	Utility Billing Credit Refund	254.26
203601	4/7/2016 SORIANO NORLITO B	Utility Billing Deposit Refund	71.33
203602	4/7/2016 CAMPBELL EDWARD E	Utility Billing Deposit Refund	77.26
203603	4/7/2016 SANDOVAL MARIA DE LOS ANGELES	Utility Billing Deposit Refund	69.33
203604	4/7/2016 TILLER DANNY	Utility Billing Deposit Refund	0.85
203605	4/7/2016 VALADEZ LIZETH	Utility Billing Credit Refund	142.75
203606	4/7/2016 ESTRADA ROSA ANA AND JUAN PABLO	Utility Billing Credit Refund	164.79
203607	4/7/2016 CITY OF MADERA OR PEREZ-HERNANDEZ ADRIAN	Utility Billing Credit Refund	127.35
203608	4/7/2016 SMITH ALLEN OR CITY OF MADERA	Utility Billing Deposit Refund	27.35
203609	4/7/2016 MCCOY SABRA	Utility Billing Credit Refund	13.38
203610	4/7/2016 HERNANDEZ MAGNO	Utility Billing Credit Refund	150.56
203611	4/7/2016 WILSON NICHOLAS	Utility Billing Credit Refund	79.81
203612	4/7/2016 JONES DONALD LLOYD OR CITY OF MADERA	Utility Billing Credit Refund	155.85
203613	4/7/2016 REYNA ALBERTO AND GONZALEZ MARCELINA	Utility Billing Credit Refund	139.94
203614	4/7/2016 AYALA GERARDO M AND FLORES MIRIAM L	Utility Billing Deposit Refund	9.96
203615	4/7/2016 VILLANUEVA SOFIA MARIE	Utility Billing Credit Refund	34.30
203616	4/7/2016 HUD C/O SENTINEL FIELD SERVICE	Utility Billing Credit Refund	163.90
203617	4/7/2016 MEELO CORPORATION C/O OROZCO CAMILO	Utility Billing Credit Refund	168.64
203618	4/7/2016 FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 03/16- 03/31/16	9,918.75
203619	4/7/2016 FRESNO REPROGRAPHICS	PK-59 KNOX PARK REPRINT ADDITIONAL PLANS	191.29
203620	4/7/2016 GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	83.56
203621	4/7/2016 HERTZ EQUIPMENT RENTAL	WATER TRUCK RENTAL	1,583.28
203622	4/7/2016 HOT TANK SUPPLY CO.	PARTS WASHER	498.03
203623	4/7/2016 LEXISNEXIS	MARCH CHARGES	274.00
203624	4/7/2016 MADERA CLEANERS & LAUNDRY	YOUTH CENTER FLOOR MATS	32.30
203625	4/7/2016 MADERA COUNTY TREASURER	FEBRUARY 2016 PARKING PENALTIES	144.00
203626	4/7/2016 MADERA DOWNTOWN ASSOC.	FY 15/16 3RD QTR ASSESSMENTS PAYABLE	5,285.62
203627	4/7/2016 N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 04/08/2016 PAYROLL	6,226.84
203628	4/7/2016 N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 04/08/2016 PAYROLL	2,441.74
203629	4/7/2016 P G AND E	03/16 SVS 3499945233-6	392.86
203630	4/7/2016 PAY PLUS SOLUTIONS, INC.	CALPERS MONTHLY SUBSCRIPTION APR 2016	247.00
203631	4/7/2016 DIAZ, FRANCISCA	TURF REPLACEMENT REBATE	750.00


203632	4/7/2016 FIG GARDEN YOUTH SOCCER LEAGUE	FEILD DEPOSIT REFUND	50.00
203633	4/7/2016 SUNRUN INSTALLATION SERVICES INC	CANCELLED PERMIT	437.14
203634	4/7/2016 SOLAR CITY CORP	CANCELLED PERMIT	120.26
203635	4/7/2016 PHOENIX GROUP INFO SYS	CITATIONS FEBRUARY 2016	209.40
203636	4/7/2016 PLATT ELECTRIC SUPPLY, INC.	HVAC FOR WELL 33	7,105.97
203637	4/7/2016 POLYDYNE INC.	BIOSOLIDS PROCESSING	5,365.44
203638	4/7/2016 PRESORT CENTER OF FRESNO, LLC.	03/16 UB STATEMENTS	1,624.04
203639	4/7/2016 PROVOST & PRITCHARD CONSULTING GROUP	GROUNDWATER DATA/ MONITORING	352.70
203640	4/7/2016 SEABURY, COPELAND & ANDERSON	PUBLIC EMPLOYEE BOND- DEPUTY CITY CLERK	100.00
203641	4/7/2016 SPARKLETTS	LAB & DRINKING WATER	105.01
203642	4/7/2016 TESEI PETROLEUM INC.	PROPANE	1,503.36
203643	4/7/2016 TURF STAR, INC	MOWER REPAIRS	9,480.31
203644	4/7/2016 VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 04/08/2016 PR	19,763.38
		Bank # 1 - Union Bank General Account Total	625,845.43

REPORT TO CITY COUNCIL

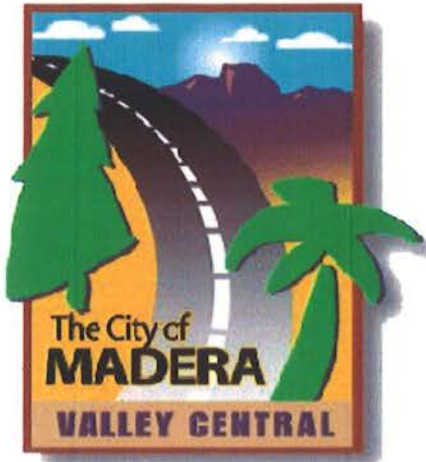
MEETING DATE: April 20, 2016

AGENDA ITEM NUMBER: B-3

Approved By:


PUBLIC WORKS DIRECTOR


CITY ADMINISTRATOR

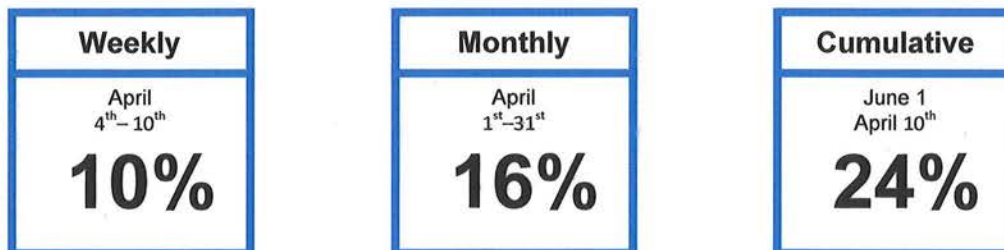


SUBJECT: Weekly Water Conservation Report – April 4th – April 10th

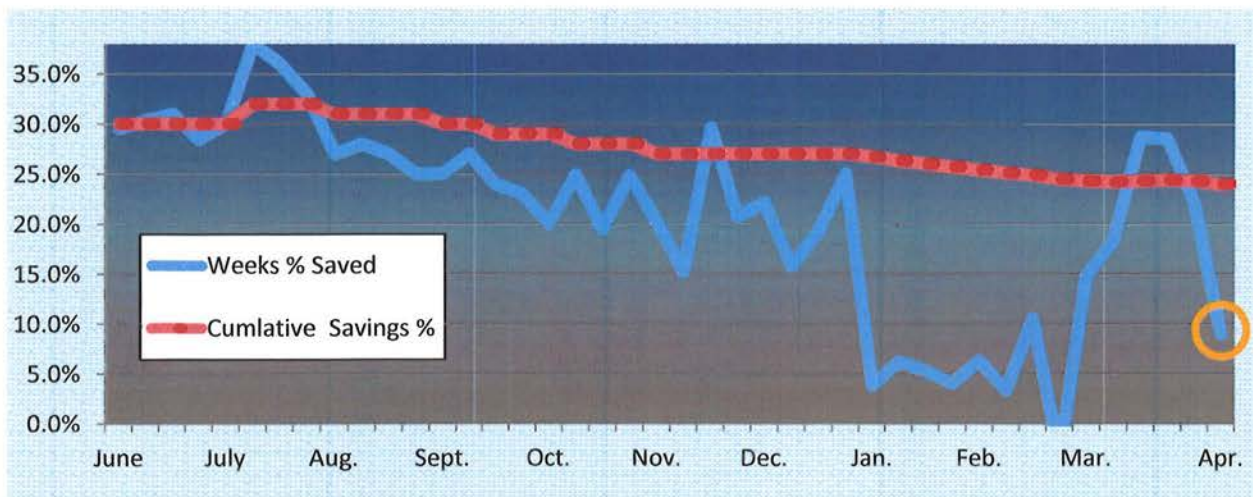
RECOMMENDATION: Staff recommends that the Council review the attached weekly report of water conservation activities and progress in reducing residential water consumption.

SUMMARY/ DISCUSSION: As illustrated in the graph below the City's conservation rate had been substantially increasing, but has declined the past two weeks. While there is no clear causation, it may be partly due to the change from watering one day a week to two days per week.

Below is the most current water conservation data.



Below is the weekly and cumulative water conservation including the latest data.



Enforcement			
1203	Public Contacts (3 events)	15	1st offenses (\$75)
1	Verbal warning	2	2nd offenses (\$250)
38	Correction Notices	0	3rd or more offense (\$500)

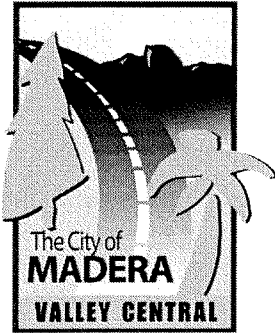
FINANCIAL IMPACT:

The expenses for implementing and administering these water conservation activities occur within the Water Fund and do not impact the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The proposed action is not specifically addressed as part of the Plan, but is not in conflict with it and is sympathetic of the underlying principals of the 2025 Plan.

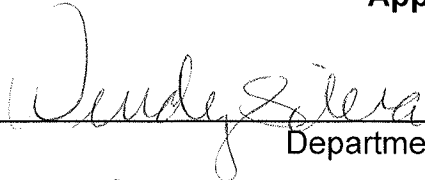
Report to City Council




Council Meeting of April 20, 2016

Agenda Item Number B-4

Approved by:



Department Director



City Administrator

Consideration of a Resolution Approving an At Will Employment Agreement for the Grant Administrator and Authorizing the City Administrator to Execute the Agreement

REQUESTED ACTION

Adopt the resolution approving an at will employment agreement for Evelyn Iraheta, Grant Administrator, and authorizing the City Administrator to execute the agreement on behalf of the City.

SITUATION

Former Grant Administrator Daniel Abdella retired in November 2015. A competitive recruitment was conducted in compliance with Administrative Policy 49 – Hiring Policy for At Will Employees to find the best candidate to serve the City of Madera as Grant Administrator going forward. Based on the outcome of this recruitment, the City Administrator is recommending Evelyn Iraheta for the position of Grant Administrator. Both the employee and the City are in consensus with the proposed agreement.

FISCAL IMPACT

Adequate funds have been budgeted in the 2015/16 budget for the position of Grant Administrator.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING AN AT WILL EMPLOYMENT AGREEMENT FOR
THE GRANT ADMINISTRATOR AND AUTHORIZING THE CITY ADMINISTRATOR
TO EXECUTE THE AGREEMENT**

WHEREAS, the City of Madera (the "City") desires to employ Evelyn Iraheta as the Grant Administrator (the "Employee") to provide the services as outlined by the Grant Administrator Job Description, Madera Municipal Code, and State Law; and

WHEREAS, it is the desire of the City Council to provide a salary and to establish certain conditions of employment, and to set working conditions of said Employee in the position; and

WHEREAS, the City Council of the City of Madera deems it appropriate to approve the employment agreement.

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

1. The above recitals are true and correct.
2. The Employment Agreement between the City and Evelyn Iraheta, the new Grant Administrator, is hereby approved. The Agreement is on file with the Office of the City Clerk and referred to for more particulars.
3. The City Administrator is authorized to execute the Agreement on behalf of the City of Madera.
4. The City Finance Department is hereby directed to take all actions necessary to implement the Agreement.
5. This resolution is effective immediately upon adoption.

* * * * *

GRANT ADMINISTRATOR
AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 20th day of April, 2016, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Evelyn Iraheta (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to employ the services of Evelyn Iraheta as Grant Administrator for the City of Madera; and

WHEREAS, it is the desire of the City Administrator of the Employer, hereinafter called "Administrator", to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Grant Administrator; and

WHEREAS, Evelyn Iraheta desires to be employed as Grant Administrator for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

- A. The term of this Agreement shall be 3 years commencing on May 2, 2016. The Employer will provide written notice to the Employee on or before February 2, 2019 of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.
- B. The Grant Administrator shall at all times serve at the pleasure of the Administrator. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time, after May 2, 2016, from her position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

- A. In the event Employee is terminated by the Administrator before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform her duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination.

In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

- B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefitting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Administrator that she resign, then, in that event, Employee may, at her option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

- A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the Grant Administrator Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the Administrator may from time to time assign.
- B. The Grant Administrator is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Grant Administrator.
- C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.
- D. Employee will maintain on file with the Employer her current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.

E. In the event the Employee becomes mentally or physically incapable of performing the Grant Administrator job duties, the Employer will comply with the law in regard to separating the Grant Administrator from employment.

Section 4: PERFORMANCE EVALUATION

The Administrator shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the Administrator. Specific criterion may be added or deleted as the Administrator may determine.

Section 5: SALARY

Employer agrees to pay the Grant Administrator for her services rendered pursuant hereto a base salary of \$7,205 per month (City of Madera Salary Schedule Range 476, Step A) effective May 2, 2016, payable in installments at the same time as the majority of the Employer's employees. The Administrator may review and adjust said base salary in such amounts and to such extent as the Administrator determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Effective the first pay check on or after July 1, 2016, employee will receive a three percent (3%) cost of living adjustment (COLA) to her base salary.

Effective the first pay check on or after July 1, 2017, employee will receive a three percent (3%) COLA to her base salary.

Employee desires to take a reduction in her compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full Employee Contribution per Section 6.C. of the Agreement. Therefore, employee desires to contribute an equivalent amount of salary towards the Employer Contribution to CalPERS. These contributions toward the CalPERS Employer Contribution shall be made as an after tax payroll deduction and be equivalent to 2.375% of salary.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Employee shall annually be entitled to receive twenty-five (25) days of Annual Leave to be credited to her account on July 1 of each year of the contract. Employee will be credited with 1 hour of additional leave for each hour of leave actually taken in said period up to a total of 160 additional hours credited. Any

annual leave not taken on or before June 30 of the following year shall be paid to the Employee as additional salary at the end of each fiscal year at the hourly rate then in effect on June 30 of that year. This benefit shall be in lieu of receiving any vacation, holiday, administrative, or sick leave.

Because this agreement is being executed mid-fiscal year, effective May 2, 2016, employee will be credited with 62 hours of annual leave. Any annual leave not used on or before June 30, 2016 will be paid to the Employee as additional salary at the hourly rate in effect on June 30, 2016.

Employee will receive an additional 3 days of annual leave for each 5 years of City service, up to a maximum of 12 additional days (20 years of service). Leave will be added to the "additional hours credited" bank and will not be available for cash-out.

In lieu of cashing out all leave at the end of the fiscal year, Employee will have the option to roll over up to 80 hours of leave each year. This leave will be added to the "additional hours credited" bank and will no longer be available for cash-out. Written notice of the desire to roll time over must be provided to the payroll department no later than June 15 of each year.

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Employee will be eligible for the following contribution from the City upon becoming eligible to participate in the City's health insurance plan on the first of the month following 30 calendar days of employment:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$743.25
EE+1	\$1352.05
EE+Family	\$1970.04

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

C. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

D. Longevity Pay

In addition to the established base salary, Employee is eligible for longevity pay at the rate of 2 ½% for each five years of service as a management employee to a maximum of 10%.

E. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

F. City Paid Health Insurance Upon Retirement

Upon retirement, if Employee has twenty years of service with the City, at least three (3) of which are in a department head management position, and Employee is eligible for CalPERS retirement at the time of retirement, Employee is eligible for the health benefits noted below.

a) City pays 100% of the premium for medical coverage for employee (retiree) only with City plan through age 64. Employee pays dental and vision coverage if desired. Coverage for a spouse is available at the expense of retired Employee.

b) At age 65, or when eligible for Medicare if earlier, the City will pay or provide a health insurance benefits program which will be supplemental to Medicare. The program will cover only the retired Employee. The retired Employee must first obtain both parts A & B of Medicare.

If Employee qualifies for employer paid health insurance in retirement as outlined in paragraph one of this section, she has the opportunity to make an irrevocable election to receive a monthly payment, equivalent to the premium charged by the carrier/plan the employee is enrolled in at the time of retirement, in lieu of participation in the City medical plan. The monthly payment would be equal to the premium amount charged to cover one person. The payment will continue until the retiree reaches age 65 or becomes eligible for Medicare, whichever comes first. At age 65, or when eligible for Medicare if earlier, the City will provide a monthly payment equivalent to the premium charged by the Medicare supplement carrier/plan selected by the retiree from those available through the City at the time provided the retiree has subscribed to or enrolled in parts A & B of Medicare.

The monthly payment will be equal to the premium amount charged to cover one person.

If, in the future, the City no longer offers the carrier/plan, the premium for the replacement plan would be used to determine the amount of monthly payment in lieu of participation in the health plan.

When making an election to receive the cash equivalent of the medical insurance premium, the retiring employee waives the right to participate in the City's medical insurance plan for themselves and any dependents except for the rights provided by COBRA continuation coverage.

G. Retiree Paid Health Insurance

If Employee does not qualify for City Paid Health Insurance Upon Retirement as outlined in Section 6.F. of this agreement, the City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retiree's expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and his or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

H. Automobile Allowance

Employee will be provided with a \$50 per month automobile allowance for use of her personal vehicle while conducting City business. Employee will not be eligible for any additional mileage or vehicle reimbursement for use of her personal vehicle.

I. Technology Allowance

Employee will receive a monthly technology allowance of \$75. Employee will not receive a City-issued cell phone or be provided with any type of wireless or data plan for a cell phone through the City's wireless carrier and will be expected to utilize her personal cell phone for City business. Employee's personal cell phone number must be available to the public.

J. Other

The Administrator shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the Grant Administrator, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

The Grant Administrator is an at-will employee and serves at the will and pleasure of the Administrator and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

- A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.
- B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for her professional development and for the good of the Employer.

Section 10: RELOCATION REIMBURSEMENT

Employer shall reimburse Employee the actual cost of moving expenses for household goods from Employee's current residence to Employer's locale. To receive reimbursement, Employee shall produce copies of appropriate receipts documenting direct moving expenses to the City within thirty (30) days of receipt of the bill. Said reimbursement shall not exceed \$4,000.00.

Section 11: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Grant Administrator. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 12: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 13: CONFLICT OF INTEREST

- A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.
- B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Grant Administrator's employment.
- C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 14: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Administrator, City of Madera, 205 West Fourth Street, Madera CA 93637

Employee: 2446 Antelope Dr., Corona, CA 92882

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 15: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 16: GENERAL PROVISIONS

- A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.
- C. This Agreement shall become effective commencing May 2, 2016.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Administrator, and duly attested by its City Clerk, and the Grant Administrator has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

CITY OF MADERA

By: 
Evelyn Iraheta

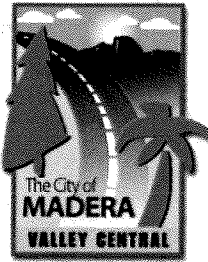
By: _____
David R. Tooley, City Administrator

ATTEST

APPROVED AS TO LEGAL FORM

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney



REPORT TO CITY COUNCIL

Approved By:

Council Meeting of April 20, 2016
Agenda Item Number B-5


Department Director


City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION, APPROVING MASTER AGREEMENT, ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS, NO. 06-5157F15 AND AUTHORIZING THE MAYOR OF THE CITY OF MADERA TO EXECUTE MASTER AGREEMENT NO. 06-5157F15; AND CONSIDERATION OF A RESOLUTION APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. F054, FOR REPAIR AND REHABILITATION OF CITY BRIDGE NO. 41C0009, 41C0043 & 41C0155, CITY PROJECT NO. B-4, FEDERAL PROJECT NO. BPMP 5157(104), AND AUTHORIZING THE CITY ENGINEER TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. F054

RECOMMENDATION:

1. Staff recommends that the City Council approves Resolution No. 16-____
 - a) Approving Master Agreement, Administering Agency-State Agreement for Federal-aid Projects No. 06-5157F15.
 - b) Authorizing the Mayor of the City of Madera to execute Master Agreement No. 06-5157F15.

2. And Resolution No. 16-____
 - a) Approving Program Supplement Agreement No. F054 for Repair and Rehabilitation of City Bridge No. 41C0009, 41C0043, and 4C0155
 - b) Authorizing the City Engineer to execute the Program Supplement Agreement No. F054

Engineering

SUMMARY:

The Master Agreement is required with a local agency whenever federal or state funds are to be used on a local project. In the Master Agreement, a local agency agrees to comply with all federal and state laws, regulations, policies and procedures relative to the design, right of way acquisition, environmental compliance, construction and maintenance of the completed facility. The Master Agreement is occasionally updated and re-executed to account for changes in laws and policies.

The Program Supplement Agreement (PSA) is a supplement to the Master Agreement which formalizes the financial responsibilities and provisions for a specific federal-aid or state funded project. This program supplement identifies the types and amounts of federal, state and local funds used to finance the locally sponsored project. In this case, the PSA is for the use of Bridge Preventive Maintenance Program (BPMP) funds. It is the contractual basis for the state to pay the local agency for work done for the project. It also includes special covenants that define the local agencies' specific responsibilities for providing local match to Federal funds.

No reimbursement payments can be made until the Master Agreement and the PSA has been fully executed.

HISTORY:

The Mayor executed a Master Agreement with the State of California through its Department of Transportation (Caltrans) on December 5, 2007. The Master Agreement enables the City of Madera to apply for Federal funds for transportation programs through Caltrans. Once a project is approved, Caltrans prepares the PSA for execution by the agency. Transportation programs include, but are not limited to, the Surface Transportation Program (STP), the Congestion Mitigation and Air Quality Improvement Program (CMAQ), the Transportation Enhancement Program (TE), Highway Safety Improvement Program (HSIP) and the Highway Bridge Program (HBP-BPMP) (collectively the "PROGRAMS").

A letter from the California Department of Transportation, Division of Local Assistance dated March 11, 2016 was sent to the City of Madera informing the City that the Master Agreement has been revised to incorporate the various changes in regulations and policies. The regulations and policies are standard requirements and the City will be able to comply with them. The letter also stated that the City is required to execute both the Master Agreement and the PSA.

SITUATION:

The State notified the City that there are BPMP funds available for eligible uses, and can be obtained by submitting an application. After the City submitted the application and all supporting documents, the City was informed that it can proceed to submit a Request for Authorization (RFA) to proceed with the Preliminary Engineering for the Repair and Rehabilitation of three (3) City bridge projects.

The City received confirmation and approval of the RFA but was subject to the requirements that City executes a new Master Agreement and PSA before any invoice for reimbursement can be processed.

Staff is recommending that Council approve the two resolutions for the Master Agreement, and the Program Supplement Agreement for the project that is included in the approved Capital Improvement Program:

- a) Approving Master Agreement, Administering Agency-State Agreement for Federal-aid Projects No. 06-5157F15.
- b) Approving the Program Supplement Agreement No. F054 for Repair and Rehabilitation of City Bridge No. 41C0009, 41C0043, and 41C0155
- c) Authorizing the City Engineer to execute the Program Supplement Agreement No. F054.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Strategy 101.6 - Ensure infrastructure can sustain population growth in the development of the General Plan.

Strategy 121 - Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

RESOLUTION NO. 16 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING MASTER AGREEMENT, ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS, NO. 06-5157F15 AND AUTHORIZING THE MAYOR OF THE CITY OF MADERA TO EXECUTE MASTER AGREEMENT NO. 06-5157F15

WHEREAS, the City of Madera (Administering Agency) is eligible to receive Federal and /or State funding for various transportation projects through the California Department of Transportation; and

WHEREAS, the Master Agreement, Administering Agency-State Agreement for Federal-Aid projects No. 06-5157F15 needs to be executed with the California Department of Transportation before projects can be approved for federal funding and funds can be claimed for reimbursement; and

WHEREAS, the City of Madera wishes to delegate authorization to execute Master Agreement No. 06-5157F15 and any amendments thereto to the Mayor of the City of Madera; and

WHEREAS, the Mayor of the City of Madera is authorized to execute Master Agreement No. 06-5157F15.

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

1. The above recitals are true and correct.
2. Master Agreement No. 06-5157F15, by and between the City of Madera and the State of California Department of Transportation, a copy of which is on file in the Office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Master Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

RESOLUTION NO. 16 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. F054 FOR THE REPAIR & REHABILITATION OF CITY BRIDGE NO. 41C0009, 41C0043 AND 41C0155, CITY PROJECT NO. B-4, FEDERAL PROJECT NO. BPMP 5157(104) AND AUTHORIZING THE CITY ENGINEER TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. F054

WHEREAS, the City of Madera (Administering Agency) is eligible to receive Federal and /or State funding for various transportation projects through the California Department of Transportation; and

WHEREAS, Program Supplement Agreement No. F054, must be executed with the California Department of Transportation before such projects can be approved for Federal funding and funds can be claimed for reimbursement; and

WHEREAS, the City of Madera wishes to delegate authorization to the City Engineer of the City of Madera to execute Program Supplement Agreement No. F054 and any amendments thereto; and

WHEREAS, the City Engineer of the City of Madera is authorized to execute Program Supplement Agreement No. F054 and any amendments thereto with the California Department of Transportation for the Repair and Rehabilitation of City Bridge No. 41C0009, 41C0043 and 41C0155, City Project No. B-4, Federal Project No. BPMP 5157(104).

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

1. The above recitals are true and correct.
2. Program Supplement Agreement No. F054, a copy of which is on file in the office of the City Clerk and referred to for particulars, and any amendments thereto with the California State Department of Transportation for the Repair

and Rehabilitation of City Bridge No. 41C0009, 41C0043 and 41C0155, City Project No. B-4, Federal Project No. BPMP 5157(104), a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.

3. The City Engineer of the City of Madera is authorized to execute Program Supplement Agreement No. F054 on behalf of the City.
4. This resolution is effective immediately upon adoption.

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
FEDERAL-AID PROJECTS

06 City of Madera

District Administering Agency

Agreement No. 06-5157F15

This AGREEMENT, is entered into effective this _____ day of _____, 20____, by and between City of Madera, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).
3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".
9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.
11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.
12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.
13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.
14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.
2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.
3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.
4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.
6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS,

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.
2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT.

10. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

13. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

City of Madera

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

City of Madera
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (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 AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Race-Neutral Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Race-Neutral Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO EXHIBIT B

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

PROGRAM SUPPLEMENT NO. F054
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 06-5157F15

Adv Project ID **Date:** March 7, 2016
0616000081 **Location:** 06-MAD-0-MAD
Project Number: BPMP-5157(104)
E.A. Number:
Locode: 5157

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on _____ and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

PM00133 Citywide BPMP Project Locations

TYPE OF WORK: Bridge Preventative Maintenance Program

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	Q120		LOCAL	OTHER
\$29,000.00		\$25,673.00	\$3,327.00	\$0.00

CITY OF MADERA

By _____
Title _____
Date _____
Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer _____

Date

3/8/16

\$25,673.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

SPECIAL COVENANTS OR REMARKS

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

SPECIAL COVENANTS OR REMARKS

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

SPECIAL COVENANTS OR REMARKS

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

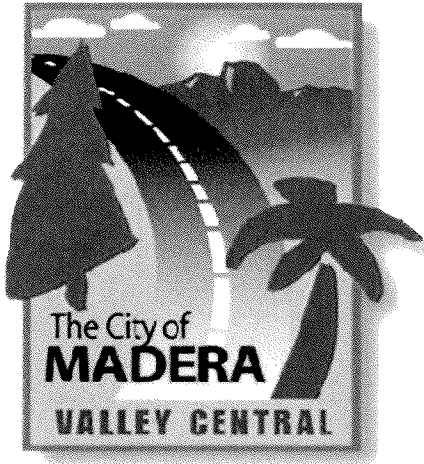
N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.




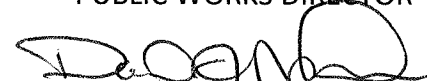
REPORT TO CITY COUNCIL

MEETING DATE: April 20, 2016

AGENDA ITEM NUMBER: B-6

Approved By:


PUBLIC WORKS DIRECTOR


CITY ADMINISTRATOR

SUBJECT:

Consideration of a Resolution Approving an Agreement with Muni Temps for the Provision of Temporary Employees, and Authorizing the City Administrator to Sign the Agreement and Related Documents.

RECOMMENDATION:

It is recommended that the Council approve the proposed resolution which will approve the agreement with Muni Temps, an employment agency, to provide temporary employees for the City where needed, and authorize the City Administrator to sign the agreement and related documents.

SUMMARY/DISCUSSION:

Despite considerable efforts, the City has not been able to successfully fill the essential positions of Electrical Technicians and a Waste Water Treatment Plant Mechanics. Other jurisdictions including the City of Fresno are also having difficulty in attracting qualified applicants to fill these same positions in their agencies. While we continue to endeavor to fill the positions (4th recruitment cycle) we are in immediate need to have the services performed that these positions provide. These are positions that require significant technical skills and cannot be adequately covered by existing Staff. Contractors have been used for some of the services, but the high costs, time to define, and manage the work is very inefficient and is extremely taxing to the existing employees. Hence, until we can fill the positions with our own permanent employees we are seeking approval for use of temporary employees that can be provided from Muni Temps. While many Temp services and agencies have been sought to assist us with this need, Muni Temps, has been the only service that staff has been able to identify that is able to provide us with these technical types of positions.

FINANCIAL IMPACT:

The increased costs for these services will be covered from existing salary savings incurred during the vacancies in these positions. While the exact cost are not yet fully known, as the duration is undefined, the costs for the temporary employees rates are 50% to 70% above our normal staffing costs, but much less than what it would cost us to try and contract out for these services.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

RESOLUTION No. _____

RESOLUTION APPROVING AN AGREEMENT WITH MUNITEMPS FOR THE PROVISION OF TEMPORARY EMPLOYEES AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS ON BEHALF OF THE CITY.

WHEREAS, the City of Madera (City) is in need of temporary employees with unique technical abilities; and

WHEREAS, Government Staffing Services Inc., dba MuniTemps (MuniTemps) has the unique technically qualified personnel that can be assigned as temporary employees to the City of Madera; and

WHEREAS, The City and MuniTemps have prepared an agreement with terms satisfactory to both parties.

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

1. The above recitals are true and correct.
2. The Agreement for Temporary Employee Services with Government Staffing Services Inc., dba MuniTemps, a copy of which is on file in the office of the City Clerk and referred to for particular, is approved.
3. The City Administrator or his designee is authorized to execute the Agreement and all related documents on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.



Municipal Staffing Agreement

GOVERNMENT STAFFING SERVICES, INC., dba **MuniTemp's**, with its Corporate Mailing Address at **MuniTemp's Corporate Lockbox, PO Box 718, Imperial Beach, CA 91933** ("STAFFING FIRM"), and the **CITY OF MADERA**, with its principal municipal office located at **205 West Fourth Street, MADERA, CA 93637** ("CITY") agree to the terms and conditions set forth in this Municipal Staffing Agreement (the "Agreement"). Exhibit A will be a summary of the temporary job specifics, with mutually agreed upon terms, by both the CITY and STAFFING FIRM. STAFFING FIRM will prepare Exhibit A for CITY approval and signature by authorized CITY representative(s).

STAFFING FIRM's Duties and Responsibilities

1. STAFFING FIRM will:
 - a. Recruit, screen, interview, and assign its employees ("Assigned Employees") to perform the type of work described on [Exhibit A](#) under CITY's supervision at the locations specified on [Exhibit A](#);
 - b. Pay Assigned Employees' wages and provide them with the benefits that STAFFING FIRM offers to them;
 - c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;

CITY's Duties and Responsibilities

2. CITY will:
 - a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
 - b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit STAFFING FIRM employees to operate any vehicle or mobile equipment (unless authorized under section 2.f. below), or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM;
 - c. Provide Assigned Employees with a safe work site and provide appropriate safety information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
 - d. Not change Assigned Employees' job duties without STAFFING FIRM's express prior written approval; and

- e. Exclude Assigned Employees from CITY's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.
- f. CITY is authorized to direct STAFFING FIRM's employees to drive CITY vehicles and equipment if CITY assumes liability for STAFFING FIRM's employees under CITY's auto insurance policy and names STAFFING FIRM as "additionally insured".

Payment Terms, Bill Rates, and Fees

- 3. CITY will pay STAFFING FIRM for its performance at the rates set forth on [Exhibit A](#) and will also pay any additional costs or fees set forth in this Agreement. STAFFING FIRM will invoice CITY for services provided under this Agreement on a [Semi-Monthly](#) basis. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CITY's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CITY for those hours. If a portion of any invoice is disputed, CITY will pay the undisputed portion.
- 4. STAFFING FIRM shall email invoices and supporting timesheets directly to the CITY's Accounts Payable office with a copy sent to any designated Department of the CITY.
- 5. STAFFING FIRM may assign two classes of Employees at CITY: (1) "Executive" Employees are presumed to be exempt from laws requiring premium pay for overtime, holiday work, or weekend work. These Employees are assigned on a fixed monthly salary contract which will be paid and pro rated on a bi-weekly pay cycle. When assigned Employee completes project at CITY, CITY will be required to pay the pro rated amount of the monthly salary contract agreed to in Exhibit A as of the full week ending last day worked at the CITY. (2) "Non-Executive" Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. STAFFING FIRM will charge CITY special rates for premium work time only when an Assigned Employee's work on assignment to CITY, viewed by itself, would legally require premium pay and CITY has authorized, directed, or allowed the Assigned Employee to work such premium work time. CITY's special billing rate for premium hours will be the same multiple of the regular billing rate as STAFFING FIRM is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CITY will be billed at 150% of the regular bill rate.)
- 6. STAFFING FIRM may also provide "direct hire" (executive search) services if requested by the CITY. The direct hire fee is \$10,000 for positions with annual salary "less than" \$100,000 and \$15,000 for positions with annually salary "greater than" \$100,000. A separate Exhibit "A" would be provided for any direct hire services requested by CITY.

Confidential Information

- 7. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their CITYs. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CITY's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

Cooperation

8. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

9. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CITY and its directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
10. To the extent permitted by law, CITY will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CITY's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CITY or CITY's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
11. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
12. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 15 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
13. The provisions in paragraphs 9 through 13 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Miscellaneous

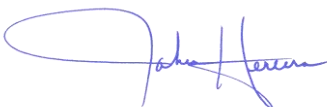
14. Notwithstanding any other provision of this Agreement to the contrary, the provisions of paragraphs 9 - 13 shall remain effective after termination or renewal of this Agreement.
15. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
16. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
17. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.

18. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
19. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
20. CITY will not transfer or assign this Agreement without STAFFING FIRM's written consent.
21. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
22. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
23. The provisions of this agreement shall be entered into according to the laws of the State of California.

Term of Agreement

24. This Agreement shall remain valid until terminated by either party upon **7 days** written notice. The **Exhibit "A"** can be terminated upon **1 day** written notice.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

CITY OF MADERA	GOVERNMENT STAFFING SERVICES, INC.
	
Signature	Signature
	<i>John Herrera, CPA</i>
Printed Name	Printed Name
	<i>President / CEO</i>
Title	Title
	<i>03/24/2016</i>
Date	Date



Corporate Mailing Address: PO Box 718, Imperial Beach, CA 91933
Phone: 1-866-406-6864 • Fax: 1-866-498-6678
Website: www.munitemps.com

Municipality:	City of Madera
Client Contact:	David Randall
Interim Position:	Electrician
Bill Rate per Hour:	\$70.00
Hours per Week:	40+
Start Date:	4/18/2016
Expected Duration:	9 to 12+ Months

Notes

Public Works Director

John Snow

Schedule 9/80

Depending on Needs of City.

CITY may hire John Snow as its direct employee, as an independent contractor, or through any third party by paying a buyout fee equal to (a) 9% of the annual salary offered by CITY to John Snow if he has worked a minimum of 980 hours on MuniTemp's payroll at the CITY, or (b) 18% of the annual salary offered by CITY to John Snow if he has worked less than 980 hours on MuniTemp's payroll at the CITY.

City will properly supervise MuniTemp's employee(s) performing its work and be responsible for its business operations, services, and intellectual property. City will also properly supervise, control, and safeguard its premises, processes, or systems, and not permit MuniTemp's employees to operate any vehicle or mobile equipment unless approved by MuniTemp's in writing.

Job Description

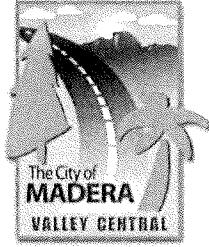
Performs a variety of tasks in the installation, maintenance, repair and alteration of electrical and electronic systems in City facilities; installs and replaces electrical components, underground conduits, lighting fixtures, ball park lights, airport lighting systems, wiring and other equipment including traffic signals and street lights; prepares project cost estimates of materials.
Installs, maintains and repairs water well motor controls and chlorinating equipment, storm drain motor pumps and sewage treatment plant motors; installs and calibrates control and measurement loops for water well systems; repairs, replaces and maintains alarm systems, telemetry devices, recording devices, power supplies and battery backups
Installs computer network cabling and systems; programs and troubleshoots PLC motor controllers; installs and maintains backup generators and engine controllers; responds to emergency calls.
Related duties as assigned.

INVOICING INFORMATION: Let us know who needs to receive a copy of invoices. Note: A/P must be copied also.

Name: _____ Name: _____
Title: _____ Title: _____
Email: _____ Email: _____

Authorized Signature: _____
City Representative

Date



REPORT TO CITY COUNCIL

COUNCIL MEETING OF April 20, 2016

AGENDA ITEM NUMBER C-1

Mark Etheridge

REPORT BY: Mark Etheridge:

Business Manager, Parks & Community Services Department

Mary Anne Seay

APPROVED BY: Mary Anne Seay
Director, Parks & Community Services Department

David Tooley

APPROVED BY: David Tooley
City Administrator

SUBJECT:

CONSIDERATION OF A RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND THE COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC. FOR OCCUPATION AND USE OF FACILITIES AT THE MILLVIEW COMMUNITY CENTER, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

RECOMMENDATION:

Staff recommends Council:

- 1) Adopt the resolution approving the Lease Agreement between the City and the Community Action Partnership of Madera County, Inc. (CAPMC) for occupation and use of facilities at Millview Community Center for use in CAPMC's Head Start program.
- 2) Authorize the Mayor to execute the Lease Agreement on behalf of the City.

SUMMARY AND DISCUSSION:

The City has maintained a written Lease Agreement for over 20 years with the CAPMC for their use of parts of the Millview Community Center. The CAPMC uses the Center to house a Head Start program to provide school readiness for children below the eligibility age for kindergarten. Per the terms of the Agreement the CAPMC has exclusive use of the west wing of the facility including a kitchen, as well as use of an outdoor play area and playground equipment. The most current Agreement (still active) between the two parties was established in 1995 and has been amended twice. In accordance with the latest amendment, the Lease Agreement has expired and staff wishes to enter into another year of the Lease by consolidating the terms of the previous Agreement and its two amendments into a new single document.

The following provisions are contained in the 1995 document (original Agreement) and subsequent amendments and will be retained in the new Lease Agreement:

- The CAPMC has exclusive use of the property they lease.
- The CAPMC must pay for all building maintenance (interior and exterior) for their leased portion.
- The CAPMC pays all utilities, custodial supplies and services for the portion of the property they lease.
- The CAPMC is responsible to replace all equipment including air conditioning.
- In exchange for their use of the facilities, the CAPMC will pay \$500.00 in monthly rent.

FINANCIAL IMPACT:

The proceeds of the rent from the Agreement will provide \$6,000.00 in annual revenue to the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions are consistent with the following Vision Strategies and Actions:

- Strategy 113 - Promote greater accessibility to City facilities and services to meet the needs of various cultural, socio-economic and disabled groups.
- Strategy 215 - Ensure educational and occupational opportunities are available to all Maderans.
- Action 314.2 - Continue and expand facilities for youth-at-risk.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND THE COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC. FOR OCCUPATION AND USE OF FACILITIES AT THE MILLVIEW COMMUNITY CENTER, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the City owns and operates for the benefit of the public a facility known as Millview Community Center (MCC) at Madera Sunrise Rotary Sports Complex; and

WHEREAS, the Community Action Partnership of Madera County, Inc. (CAPMC) has used MCC as a location to operate their Head Start program for the benefit of Madera's pre-school age children; and

WHEREAS, the City and the CAPMC have historically collaborated, each contributing resources they control and possess to make the operation of the Head Start program possible; and

WHEREAS, the City and the CAPMC have entered into, and subsequently twice amended, a Lease Agreement setting forth the duties and obligations of each party with respect to the lease of facilities at MCC by the City to the CAPMC for the Head Start program; and

WHEREAS, the City and the CAPMC desire to consolidate the terms and conditions of the original Agreement and its subsequent amendments into a new Lease Agreement.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA does hereby resolve, find and order as follows:

- 1. The above recitals are true and correct.
- 2. The Lease Agreement between the City and the Community Action Partnership of Madera County, Inc. which is on file in the Office of the City Clerk and is referred to for more particulars, is hereby approved.
- 3. The Mayor is authorized to execute the Agreement on behalf of the City of Madera.
- 4. This resolution is effective immediately upon adoption.

* * * * *

AGREEMENT BETWEEN THE CITY OF MADERA AND THE
COMMUNITY ACTION PARTNERSHIP OF MADERA
COUNTY, INC. FOR OCCUPATION AND USE OF
FACILITIES AT THE MILLVIEW COMMUNITY CENTER

This Agreement is made this 20th day of April, 2016, by and between the City of Madera, hereinafter referred to as "City," and the Community Action Partnership of Madera County, Inc. (CAPMC), hereinafter referred to as "Lessee".

RECITALS:

1. The City owns the property at 1901 Clinton Street in Madera, commonly called the Millview Community Center (the "Center").
2. The primary function of the Center is to provide space for recreational and educational programming that benefits young residents of Madera and their families.
3. In the Madera community, CAPMC provides Head Start programming which includes comprehensive education, medical and dental screenings, mental health services, nutrition, and social services for pre-school age children.
4. CAPMC desires to maintain its Head Start program located at the Center since 1995, in part, by entering into a new Lease Agreement with the City.

AGREEMENT

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

I. PURPOSE:

Lessee desires to occupy and use certain real and personal property ("Facilities") located at 1901 Clinton Street, Madera, California, which is owned by the City of Madera. The City wishes to formalize terms and conditions of use and occupancy through a lease agreement (the "Lease"). The City of Madera agrees to permit Lessee to use the specified facilities subject to the terms and conditions set forth herein.

II. TERM:

The term of this Lease ("Term") shall be for a period commencing on April 20th, 2016, and ending on April 19th, 2017, for a total of twelve (12) months.

III. RENT:

Lessee shall have and hold leased premises, together with the appurtenances, rights, privileges and easements thereunto belonging or appertaining unto Lessee, for rental of \$500.00 per month payable on the first day of each month for which rent is due. The first payment for May 2016 shall be due on May 1st.

IV. OTHER OBLIGATIONS OF THE LESSEE:

Lessee shall furnish, during the lease term, at Lessee's sole expense, the following:

- a. All building repairs both inside and out, including the roof. Means and methods of repair shall be subject to the approval of the City's Director of Parks and Community Services.
- b. All equipment maintenance and replacement including air conditioning units. Replacement of equipment shall be subject to the approval of the City's Parks and Community Services Director.
- c. Inside custodial supplies and services.

V. FACILITIES:

The Facilities to be rented shall include:

- a. The Center for a total of 3,588 square feet.
- b. The kitchen for a total of 1,500 square feet.
- c. The playground for a total of 6,011 square feet.

VI. PERMITTED USE:

Lessee shall use the Facilities solely and exclusively for activities related to the education, recreation or well-being of the City's youth and/or their families in accordance with the mission and purpose of the CAPMC Head Start program. The City of Madera agrees to allow Lessee the sole and uninterrupted use of the rented Facilities described herein.

Any other use of the rented Facilities by Lessee must be pre-approved by the Director of Parks and Community Services, and shall be immediately terminated upon notice from the Director. Prohibited activities include, but are not limited to:

- a. Any activity that in the judgment of the City threatens the health and welfare of the public, clients, neighbors, City employees, contractors and volunteers, and any other Center Lessee or tenant.
- b. Any activity that is in violation of Local, State or Federal law, or City ordinance or administrative policy.
- c. Profit making activities without prior approval and consent of the City.
- d. Political activities.
- e. Activities that may damage any finish, surface, landscape, fixture or equipment of the building or grounds.
- f. Storing, manufacturing or selling any inherently dangerous or illegal substances, chemicals, things or devices.
- g. Any activity or practice that discriminates on the basis of gender, gender identity, gender expression, race, color, ethnicity, national origin, ancestry, marital status, medical condition, genetic information, religion, sexual orientation, political affiliation, position in a labor dispute or physical disability.

VII. ACCESS:

Lessee shall have access to their rented Facilities to perform Head Start related programming during the normal operating hours of the program and access to perform general administrative responsibilities during off hours and weekends. Lessee shall control the issuance of keys to the facility, issuing only a single set of keys per employee stationed at the Center. Lessee shall ensure that the City has been provided at least one current set of keys throughout the term of this Lease.

VIII. PARKING:

During the term of this Lease, Lessee shall have the non-exclusive use in common with City, the public, other tenants of the building and their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by City. City reserves the right to designate parking areas adjacent to the Center or in reasonable proximity thereto, for Lessee and Lessee's agents and employees. City

reserves the sole right to designate specific parking spaces for vendors, visitors, clients, ADA accessibility and other uses as the City sees fit.

IX. DEFAULT:

Lessee shall be in default of this Lease if Lessee fails or refuses to pay rent in full when due to City as herein provided; default for non-payment of rent may be cured by Lessee within fifteen (15) days after written notice thereof is given to Lessee by City by full payment of all rent due and owing to City. Default shall also occur if any of the covenants or conditions contained in this Lease are not kept, observed and performed by Lessee, and such default shall continue for thirty (30) days after notice thereof in writing to Lessee by City without correction thereof then having been commenced and thereafter diligently prosecuted. In the event of default as provided herein, City may declare the Term of this Lease ended and immediately terminated by giving Lessee written notice of such termination, and if possession of the Leased Premises is not surrendered by Lessee, City may reenter said premises upon delivery of such notice of termination. City shall have, in addition to the remedy above provided, any other right or remedy available to City for default by Lessee, either in law or equity. City shall use reasonable efforts to mitigate its damages.

X. QUIET POSSESSION:

City covenants and warrants that upon continued performance by Lessee of its obligations hereunder, City will keep and maintain Lessee in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the leased Facilities as contemplated herein during the Term of this Lease.

XI. CONDEMNATION:

If any legally, constituted authority condemns the Center or such part thereof which shall make the leased Facilities unsuitable for leasing, this Lease shall cease when the public authority takes possession, and City and Lessee shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

XII. SUBORDINATION:

Lessee accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the leased Facilities, or upon the Center and to any renewals, refinancing and extensions thereof, but Lessee agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. City is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the leased Facilities of the Center, and Lessee agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as City may request. In the event that Lessee should fail to execute any instrument of subordination herein required to be executed by Lessee promptly as requested, Lessee hereby irrevocably authorizes City to act as its attorney-in-fact to execute such instrument in Lessee's name, place and stead, it being agreed that such power is one coupled with an interest. Lessee agrees that it will from time to time upon request by City execute and deliver to such persons as City shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that City is not in default hereunder (or if Lessee alleges a default stating the nature of such alleged default) and further stating such other matters as City shall reasonably require.

XIII. PROPERTY TAXES:

City shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease Term on the leased Facilities, and all personal property taxes with respect to City's personal property, if any, on the leased Facilities. Lessee shall be responsible for paying all personal property taxes with respect to Lessee's personal property at the leased Facilities.

XIV. SUBLEASE AND ASSIGNMENT:

Lessee shall not sublease all or any part of the leased Facilities, or assign this Lease in whole or in part without City's written consent.

XV. REPAIRS:

During the Lease Term, Lessee shall make, at Lessee's expense, all necessary repairs to the leased Facilities. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the leased Facilities damaged or worn through other than normal occupancy, subject to the obligations of the parties otherwise set forth in this Lease.

XVI. ALTERATIONS AND IMPROVEMENTS:

Subject to City's written consent in City's sole discretion, Lessee may remodel, redecorate, and make additions, improvements and replacements of parts of the leased Facilities from time to time, provided the same are made in a workmanlike manner and utilizing good quality materials. Lessee shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the leased Facilities, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Lessee at the commencement of the Lease Term or placed or installed on the leased Facilities by Lessee thereafter, shall remain Lessee's property free and clear of any claim by City. Lessee shall have the right and responsibility to remove the same at any time during the term of this Lease or upon termination provided that all damage to the leased Facilities caused by such removal shall be repaired by Lessee at Lessee's expense. Failure by Lessee to remove any such property, fixtures or installations from the Facilities upon termination of the Lease shall be deemed abandonment thereof, whereupon City shall have the right to remove such items at Lessee's expense.

XVII. SIGNS:

Any sign or signs to be placed on the Center or the leased Facilities by Lessee shall require the City's written consent, which consent shall not be unreasonably refused or delayed. Sign placement and installation shall comply with all City policies and building regulations for the Center. Lessee shall repair all damage to the leased Facilities or to Center property caused by the placement of signs thereon, or resulting from the removal of signs installed by Lessee.

XVIII. DISCRIMINATION:

Lessee will serve its target population in an environment that encourages diversity and shall not discriminate on the basis of gender, gender identity, gender expression, race, color, ethnicity, national origin, ancestry, marital status, medical condition, genetic information, religion, sexual orientation, political affiliation, position in a labor dispute or physical disability.

XIX. MAINTENANCE AND REPAIRS:

City shall repair any damage or destruction due to fire, the elements, acts of God, or other causes not the fault of Lessee or any persons in or about the premises with the expressed or implied consent of Lessee. The rent payable by Lessee pursuant to this Lease shall be abated to the extent such damage or destruction renders the Facilities uninhabitable by Lessee until the necessary repairs are made. In the event that the cost of repairing or restoring any buildings or improvements so damaged or destroyed exceed fifty (50) percent of the replacement value of all buildings and improvements now located on the property, City may, at its option, either cancel this lease and return any unearned rent previously paid under this lease by Lessee or continue this lease and abate the rent as set forth in this section until such time as the necessary repairs to the Facilities and/or the Center have been made.

City shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of City. Lessee shall be relieved from paying rent and other charges during any portion of the Lease Term that the Leased Premises are inoperable or unfit for occupancy or use, in whole or in part, for Lessee's purposes. Rent and other charges paid in advance for any such period shall be credited on the next ensuing payment, if any, but if no further payments are made, any such advance payment shall be refunded to Lessee.

Lessee shall be responsible for the cleaning and maintenance of the Facilities and that portion of the property which is leased and/or used exclusively by Lessee. Notwithstanding anything in this section to the contrary, Lessee agrees that it shall also be solely responsible for cleaning all common areas after each event or other use of said areas by Lessee.

Lessee agrees to reimburse City for damage sustained to the Facilities other than ordinary wear and tear, to include building, furniture, equipment, or supplies, if such damage is caused by Lessee or the agents, officers, members, partners, clients, volunteers, and/or employees of Lessee.

XX. ENTRY BY CITY:

Lessee shall permit City and City's agents to enter onto and upon the Facilities without notice in the case of an emergency as defined by the Parks and Community Services Director or her designee. Otherwise, City will provide Lessee with twenty-four (24) hours advanced notice prior to entry for the purposes of inspection, compliance with the terms of this lease, exercise of all rights under this lease, and for posting notices. Such entry shall not impair the operation of the Lessee's business.

XXI. INDEMNIFICATION:

City will defend, indemnify, and hold harmless Lessee, its agents, officers, volunteers and employees, against all suits and claims that may be based on injury to persons or property that is the result of an error, omission, or negligent act of City and its officers, agents, volunteers or employees in the performance of this Lease, except for such suits and claims which are due solely to the negligence or willful misconduct of Lessee.

Lessee will defend, indemnify, and hold harmless City, its agents, officers, volunteers and employees, against all suits and claims that may be based on injury to persons or property that is the result of an error, omission, or negligent act of Lessee and its officers, agents, volunteers or employees in the performance of this Lease, except for such suits and claims which are due solely to the negligence or willful misconduct of City.

XXII. INSURANCE:

Lessee 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 Lessee's operation and use of the Facilities. The cost of insurance shall be borne by the Lessee.

Minimum Scope and Limits of Insurance

Lessee shall maintain limits no less than:

- \$1,000,000 General Liability (including operations, products and completed operations) per occurrence for bodily injury, personal injury and property damage at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).

If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- \$1,000,000 Automobile Liability per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 covering Automobile Liability, code 1 (any auto).
- Worker's Compensation as required by the State of California.
- \$1,000,000 Employer's Liability per accident for bodily injury or disease.
- Property Insurance for full replacement cost (\$1,333,000) with no coinsurance penalty provision.

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the entity.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

- The entity, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of Lessee's leased portion of Facilities.
- Lessee's insurance coverage shall be primary insurance as respects the entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the entity, its officers, officials, employees or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the entity.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers with a current AM Best's rating of no less than A:VII, unless otherwise acceptable to the entity.

Verification of Coverage

Lessee shall furnish the entity with copies of original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. All certificates and

endorsements are to be received and approved by the entity before occupancy or work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. The entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

XXIII. MISCELLANEOUS:

A. The undersigned hereby acknowledges that he/she has read and fully understands the terms and conditions of this Lease. The person signing for each party represents that he/she has the full authority to act for the entity on whose behalf this Agreement is signed.

B. For purposes of writing and receiving grant monies or participation in other programs requiring matching dollars and for in-kind services, the Lessee will use the following formulas to derive dollar amounts:

Center/Kitchen	\$0.65 per square foot
Playground	\$.045 per square foot

XXIV. CONTINGENT UPON APPROVAL:

The parties recognize that the effectiveness of this Agreement is contingent upon approval by the City Council of the City of Madera. This Agreement will be presented to the Madera City Council to be ratified at a lawfully called meeting.

XXV. OTHER DOCUMENTS:

All parties agree to cooperate fully in the execution of any additional documents that may be necessary to finalize this Agreement.

XXVI. EXECUTION BY FACSIMILE OR IN COUNTERPARTS:

A copy or an original, with all signatures appended together, shall be deemed a fully executed agreement. A facsimile version of any party's signature shall be deemed an original signature.

XXVII. NOTICES:

Any notice to be given to either party by the other party shall be in writing and shall be served either personally or by the U.S. Postal services to the following addresses:

To the City:

Parks & Community Services
City of Madera
501 E. 5th Street
Madera, CA 93638

To Lessee:

Community Action Partnership of Madera County, Inc.
Head Start Office
1225 Gill Avenue
Madera, CA 93637
(559) 673-9173

XXVIII. SEVERABILITY:

If any provision of this Agreement is held to be void, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

XXIX. TERMINATION:

City may, by written notice to Lessee, terminate this lease in whole or in part at any time, by notice in writing to Lessee or its officers or agents, whether for City's convenience or because of the failure of Lessee to fulfill the obligations herein. Upon receipt of written notice, Lessee shall discontinue all programs at the Center, vacate the Facilities and the Center in no more than 30 days from the date of delivery of written notice, and remove all personal property of Lessee from the Center. Delivery of written notice may be effectuated by posting at the Facilities or by First Class Mail to the address of Lessee provided herein.

XXX. INTERPRETATION:

The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

XXXI. WAIVER:

No waiver of any default of City or Lessee hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no

express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by City or Lessee shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

XXXII. SUCCESSORS:

The provisions of this Lease shall extend to and be binding upon City and Lessee and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Madera, California, the day and year first above written.

City OF MADERA

Lessee

By: _____

Mayor, Robert L. Poythress

By: Mattie Mendy

Title: Executive Director

ATTEST:

By: _____

Sonia Alvarez

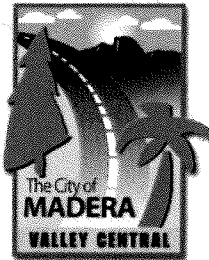
City Clerk

APPROVED AS TO FORM:

By: _____

Brent Richardson

City Attorney



REPORT TO CITY COUNCIL

Approved By:



Department Director



City Administrator

Council Meeting of April 20, 2016
Agenda Item Number C-2

SUBJECT: PUBLIC HEARING & CONSIDERATION OF RESOLUTION 16-____ APPROVING THE ANNEXATION OF THE CAPISTRANO XVI SUBDIVISION UNSUBDIVIDED PARCELS INTO LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 51; CONFIRMING THE DIAGRAM AND ASSESSMENTS FOR THE CAPISTRANO XVI SUBDIVISION UNSUBDIVIDED PARCELS FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 51 FOR FISCAL YEAR 2016/2017; AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENTS WITH THE MADERA COUNTY AUDITOR

RECOMMENDATION:

That the City Council:

1. Conduct the public hearing and receive any public comments.
2. If there are unresolved public comments that require action, continue the hearing until May 4, 2016.
3. If there are no unresolved public comments, approve Resolution No. 16-____.
 - a. Annexing the Capistrano XVI Subdivision into Landscape Maintenance District Zone of Benefit No. 51.
 - b. Confirming the diagram and annual assessments as set forth in said "COVENANT LANDSCAPE MAINTENANCE DISTRICT ZONE

Engineering

205 W. Fourth Street • Madera, CA 93637 • TEL (559) 661-5418 • FAX (559) 675-6605

www.madera-ca.gov

OF BENEFIT 51” for the Capistrano XVI Subdivision, as the same may be modified.

- c. Levying the assessments as set forth in said “COVENANT LANDSCAPE MAINTENANCE DISTRICT ZONE OF BENEFIT 51” for the Capistrano XVI Subdivision.
- d. Authorizing and directing the City Clerk to file the diagram and assessments with the Auditor of Madera County.

SUMMARY:

The City formed a City Wide Assessment District for Landscape Maintenance on June 17, 1991.

On April 6, 2016, the City Council adopted a Resolution of Intention No. 16-42 and set a date for a public hearing of April 20, 2016 to Levy and Collect Annual Assessments for Zone of Benefit 51 for fiscal year 2016/2017.

DISCUSSION:

The covenantor for Zone of Benefit 51 consents to an annual change in the range of the assessment in the amount of the Engineering News-Record Construction Cost (ENRCC) Index plus a two percent (2%) charge.

Staff has developed a cost to maintain the landscaping identified for the planned Capistrano XVI Subdivision along with other landscape areas included in Zone of Benefit 51. Assessments for maintenance of the landscape improvements have been prorated based upon lot area of the four commercial lots and seventeen (17) industrial lots presently in Zone of Benefit 51 and the addition of three bare dirt lots that will be subdivided into 103 residential lots as part of the Capistrano XVI Subdivision.

FISCAL IMPACT:

The land associated with the planned Capistrano XVI Subdivision will be responsible for a pro rata share of maintaining portions of median islands on Country Club Drive, Pine Street, Pecan Avenue and now Westberry Boulevard. All construction costs of new median islands to be annexed into Zone of Benefit 51 will be borne by the subdivider, Joseph Crown Construction and Development Incorporated.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The inclusion of Capistrano XVI Subdivision into Landscape Maintenance District Zone of Benefit 51 is consistent with Action 134.1 in that current landscape design standards have been enforced which aid in the establishment of Well-Planned Neighborhoods and Housing.

Action 134.1 - Consider establishment of design/landscape standards for neighborhoods and business construction.

Attachments:

1. A resolution of confirmation of the diagram and assessments;
2. Exhibit "A", Cost per lot calculation;
3. Exhibit "B Page 1 of 2", Location map for Zone of Benefit 51; and
4. Exhibit "B Page 2 of 2", Assessment diagram for Zone of Benefit 51.

RESOLUTION NO. 16-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE ANNEXATION OF THE CAPISTRANO XVI SUBDIVISION UNSUBDIVIDED PARCELS INTO LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 51; CONFIRMING THE DIAGRAM AND ASSESSMENTS FOR THE CAPISTRANO XVI SUBDIVISION UNSUBDIVIDED PARCELS FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 51 FOR FISCAL YEAR 2016/2017; AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENTS WITH THE MADERA COUNTY AUDITOR

WHEREAS, the City Council has heretofore, provided for the formation of a City Wide Assessment District pursuant to the Landscaping and Lighting Act of 1972 (the "Act") and provided for the inclusion of Zones into said District; and

WHEREAS, the recommended assessments for 2016/2017 reflect the cost of landscape maintenance provided by the City for said fiscal year; and

WHEREAS, the property owner has consented to annexation into Zone of Benefit 51 and to an annual assessment as set forth in said agreement; and
"COVENANT LANDSCAPE MAINTENANCE DISTRICT ZONE OF BENEFIT 51" for the Capistrano XVI Subdivision unsubdivided parcels; and

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

WHEREAS, the property owner has consented to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost (ENRCC) Index (Los Angeles), plus two percent (2%). The property owner agreed that if such change in the range of the assessment is implemented less frequently than an

annual basis, the change may be based upon the ENRCC Index since the most recent change in the assessment plus two percent per year; and

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

WHEREAS, at said public hearing the City Council afforded to every interested person an opportunity to comment upon the diagram and proposed annual assessments, either orally or in writing, and the City Council has considered such comments, if any, and modifications of assessments, if any.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA

HEREBY finds, orders, and resolves as follows:

1. The above recitals are true and correct.
2. The annexation of the Capistrano XVI Subdivision unsubdivided parcels into Landscape Maintenance District Zone of Benefit No. 51 is hereby approved.
3. The City Council hereby confirms the diagram and annual assessments as set forth in the agreement "COVENANT LANDSCAPE MAINTENANCE DISTRICT ZONE OF BENEFIT 51" for the Capistrano XVI Subdivision unsubdivided parcels, as the same may be modified, and levies the assessments for fiscal year 2016/2017.

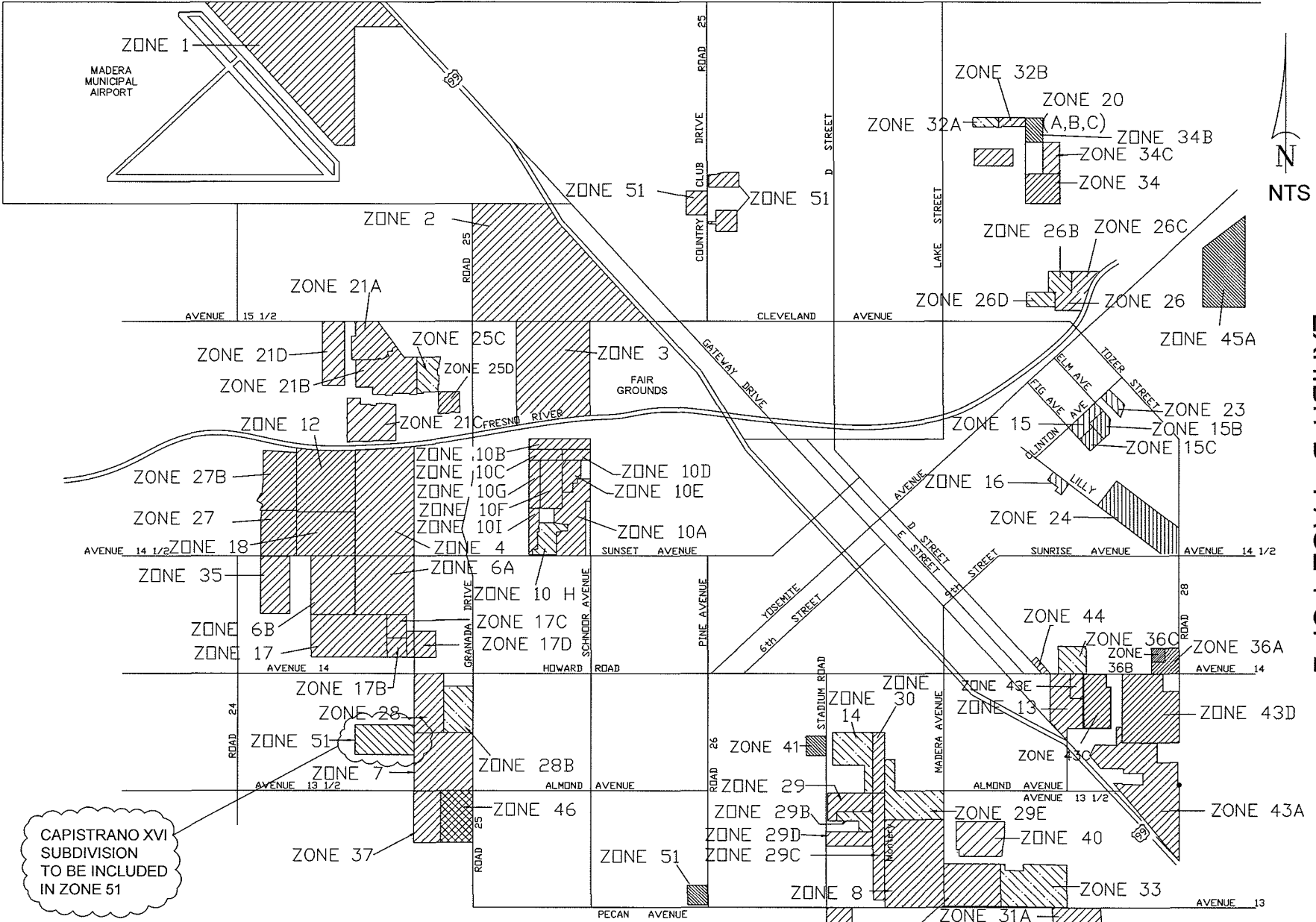
4. Pursuant to Section 22641 of the Streets and Highways Code, the City Clerk is authorized and directed to forthwith file the diagram and assessments with the Auditor of Madera County.
5. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A- Cost Per Lot Calculation
 Zone: **51**
 Subdivision: **Red Rock Retail Center/Will Gill**
Subdivision/Tractor Supply/Fallas/Cap16

1)	Landscape Maintenance Costs		\$4,876.00
2)	Incidental Costs		
	A)	Parks Administration Costs	\$845.00
	B)	Engineering Administration	\$210.00
	C)	Legal Administration	\$20.00
	D)	Finance Administration	\$50.00
	E)	Tree Trimming	\$270.00
	F)	Gas & Utilities	\$1,050.00
	G)	Equipment (5 year average)	\$375.00
	H)	Fuel, Supplies, Maintenance Materials	\$710.00
3)	Total to be Assessed		\$8,406.00
4)	RedRock	Parcel A - Area	35439
	RedRock	Parcel B - Area	33000
	Gill	1 Area	172015
	Gill	2 Area	166550
	Gill	3 Area	173709
	Gill	4 Area	177282
	Gill	5 Area	204736
	Gill	6 Area	199462
	Gill	7 Area	265752
	Gill	8 Area	274176
	Gill	9 Area	331452
	Gill	10 Area	375993
	Gill	11 Area	940540
	Gill	12 Area	103484
	Gill	13 Area	100182
	Gill	14 Area	151200
	Gill	15 Area	147746
	Gill	16 Area	158444
	Gill	17 Area	158397
	Tractor Supply	Area	120661
	Fallas		226076
	Cap XVI		650280.2

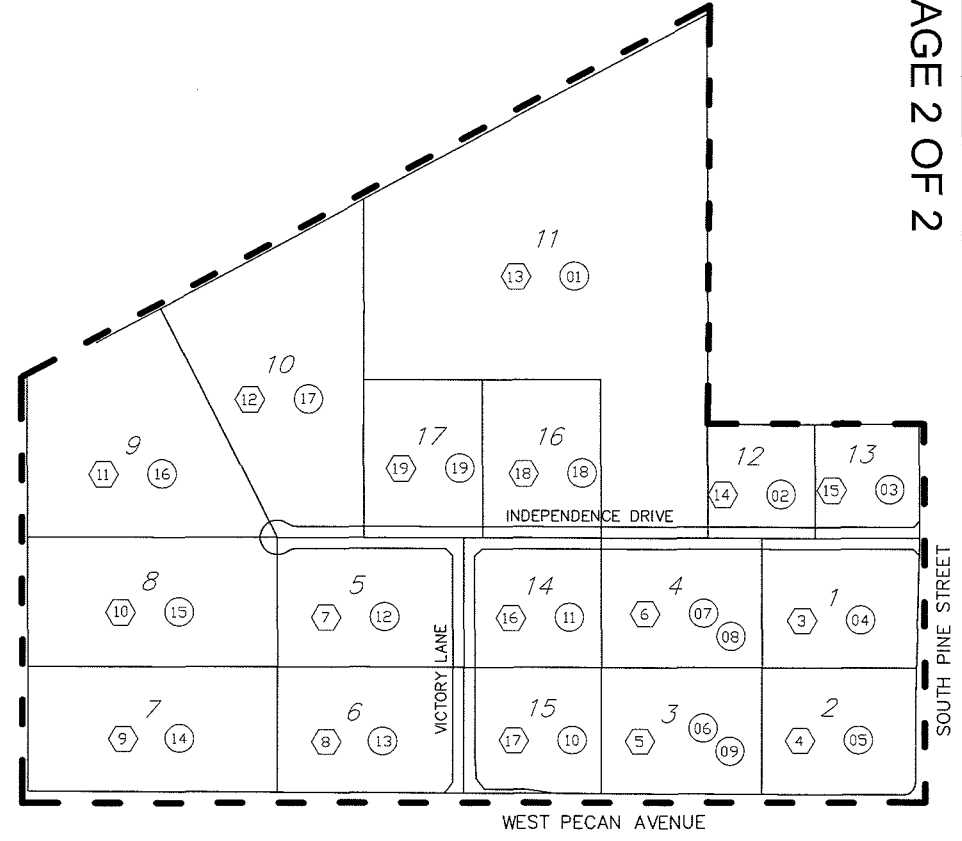
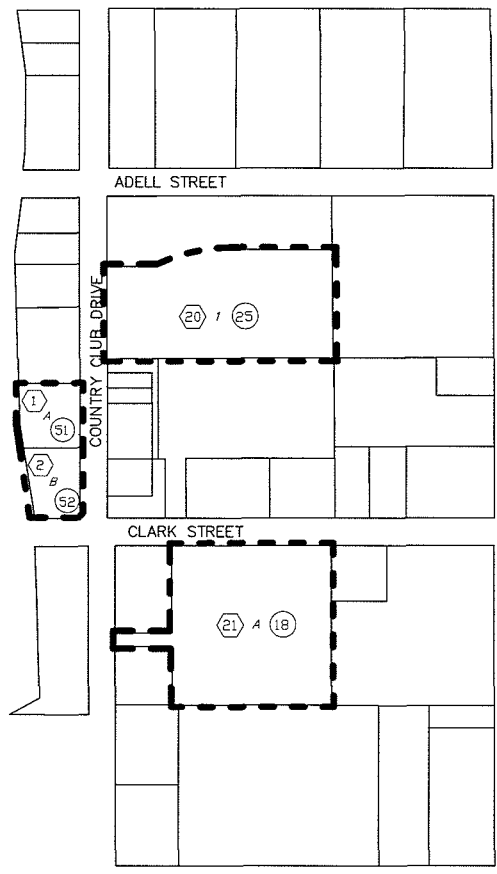
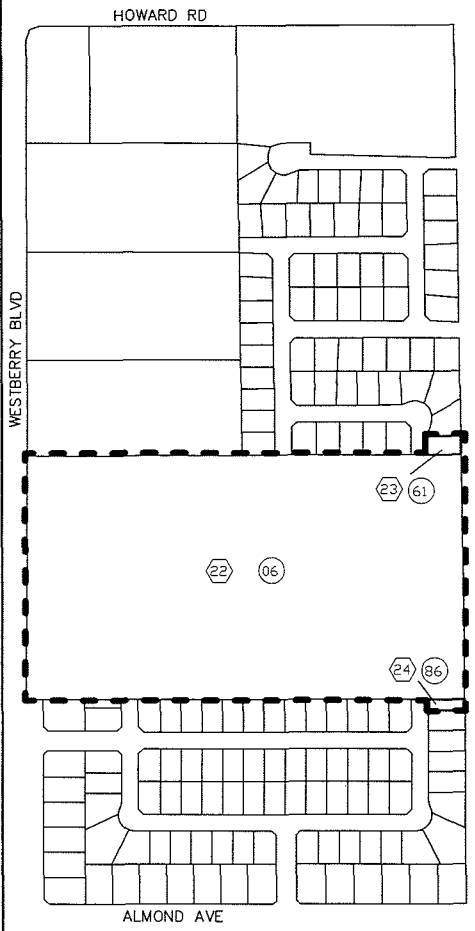
		Total Area (in Sq. Ft.)		5,166,576
Assmt. #		Landscape cost per Sq Ft		\$0.001627
1	Parcel A Cost	RedRock		\$57.66
2	Parcel B Cost	RedRock		\$53.69
3	1 Cost	Gill		\$279.87
4	2 Cost	Gill		\$270.98
5	3 Cost	Gill		\$282.62
6	4 Cost	Gill		\$288.44
7	5 Cost	Gill		\$333.10
8	6 Cost	Gill		\$324.52
9	7 Cost	Gill		\$432.38
10	8 Cost	Gill		\$446.08
11	9 Cost	Gill		\$539.27
12	10 Cost	Gill		\$611.74
13	11 Cost	Gill		\$1,530.26
14	12 Cost	Gill		\$168.37
15	13 Cost	Gill		\$163.00
16	14 Cost	Gill		\$246.00
17	15 Cost	Gill		\$240.38
18	16 Cost	Gill		\$257.79
19	17 Cost	Gill		\$257.71
20	Cost	Tractor Supply		\$196.31
21	Cost	Fallas		\$367.82
22	Cost	Cap XVI		\$1,058.00



CAPISTRANO XVI
SUBDIVISION
TO BE INCLUDED
IN ZONE 51

MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE LOCATION MAP

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA
REV. APRIL 2016



ASSESSMENT DIAGRAM
 MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
 CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

- LEGEND**
- PARCEL LOT BOUNDARY.
 - - - - ASSESSOR'S BOUNDARY
 - 1 SUBDIVISION PARCEL LETTER/NUMBER
 - ① ASSESSMENT NUMBER.
 - ① ASSESSOR'S PARCEL NUMBER.
 - ①23 ASSESSOR'S BLOCK NUMBER.

CITY OF MADERA
 RED ROCK RETAIL CENTER
 TRACTOR SUPPLY CO
 FALLAS PAREDES
 FREEDOM INDUSTRIAL PARK
 CAPISTRANO XVI SUBDIVISION
 REV. APRIL 2016




REPORT TO CITY COUNCIL

Approved by:

Council Meeting of April 20, 2016

Agenda Number: C-3


Department Director


City Administrator

SUBJECT: Public Hearing and Consideration of a Resolution of the City Council Confirming Special Assessments for Delinquent Administrative Fines

RECOMMENDATION: That the City Council of the City of Madera adopt a resolution confirming delinquent administrative fines for the purpose of recording liens against property to recover such delinquent fines.

SUMMARY: On or about April 2016, while pursuing collections actions for the City of Madera's Code Enforcement Department, it was determined that the citations issued in relation to the several properties located in the City of Madera, and attached as Exhibit A to the Resolution, could be collected through the City's special assessment procedure. As such, the homeowners were notified by first class mail that on April 20, 2016, a public hearing would be held at 6:00 pm in the City Hall Council Chambers to confirm the delinquent assessments.

DISCUSSION: Madera Municipal Code Section 1-9.11 allows the City Council of the City of Madera to confirm the amount of delinquent fines, and authorizes the City Administrator to place liens on the properties, which may then be turned over to the County Tax Assessor for placement on the property tax roll for collection.

FINANCIAL IMPACT: There is no direct impact to the General Fund from this action.

VISION AND ACTION PLAN: This action is not specifically addressed in the Vision Plan.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CONFIRMING SPECIAL ASSESSMENTS FOR DELINQUENT ADMINISTRATIVE FINES.

WHEREAS, the City of Madera has identified property against which administrative citations have been issued imposing fines which remain unpaid and are now delinquent, which properties are identified in Exhibit "A" which is attached hereto and incorporated by reference; and

WHEREAS, the City of Madera has provided notice of the public hearing to confirm special assessments for the delinquent fine amounts to the property owners in compliance with Section 1-9.09 of the Madera Municipal Code; and

WHEREAS, the City Council of the City of Madera has conducted a public hearing to confirm special assessments for the delinquent citation amounts in the attached Exhibit "A", in accordance with the Madera Municipal Code.

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

1. The above recitals are true and correct.
2. The amounts of the special assessments for delinquent fines against the properties identified in Exhibit "A" are hereby confirmed.
3. The City Administrator is authorized to cause a Notice of Lien for each of the respective properties to be recorded with the County Recorder and thereafter cause a copy of the Notice of Lien to be provided to the County Tax Assessor for inclusion in the next regular tax bill.
4. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT "A"

<u>Assessor's Parcel No.</u>	<u>Property Location</u>	<u>Delinquent Amount</u>
009-561-046	1184 Peach Tree Court	\$39,496.66
006-190-018	1230 De Cesari Avenue	\$25,721.33
011-291-003	1518 South A. Street	\$6,156.67
005-046-001	1100 Garfield Avenue	\$61,348.00

City of Madera City Clerk

By: J. AlvarezDate: 4/11/16
e: City Administrator
City Attorney
Comm. Dev. Dir.[Return to Agenda](#)

April 11, 2016

Madera City Council Members:

Please consider this letter as a formal request from the State Center Community College District to present at the April 20, 2016 Madera City Council meeting and request the Council to adopt a resolution supporting Measure C. Vice President of Administrative Services Donna Berry and Political Science Instructor William Turini will give the presentation that will last between 15 and 20 minutes and cover the information provided below (a video will **not** be shown). President Sandra Caldwell will tentatively be arriving late, following a district meeting she must attend.

State Center Community College District has been providing outstanding academic instruction for more than a century. We are currently serving 50,000 students at Fresno City College, Reedley College, Clovis Community College, the Career and Technology Center and the Madera and Oakhurst Community College Centers. State Center Community College District is doing everything possible to provide an affordable education for high school graduates, veterans and adults. We are preparing students for higher paying jobs and/or university transfer.

However, many of our campus buildings and facilities no longer meet the needs of our educational mission. Without adequate, up-to-date facilities, it will become harder to continue the tradition of excellence that our students expect and deserve. Therefore, our Board of Trustees approved placing a \$485 million facilities bond on the June 7, 2016 ballot.

State Center Community College District began planning for the future in 2010 with a facilities master plan. It provides a prioritized plan for future facility needs and identifies needed facilities modernizations, new facilities, under-utilized facilities, relocations, and infrastructure improvements required to support current and future educational needs of the District. Developing this plan was highly participatory, involving administrators, faculty, staff, students and community members.

The list of prioritized projects was utilized to conduct a voter survey. The results of the survey show a favorable rating for the District and support for a facilities bond.

Measure C will allow us to make health and safety renovations, upgrade classroom buildings, labs and technology, construct and repair facilities and meet ADA accessible laws. Here are highlights of our needs:

Madera Community College Center needs to complete the Academic Village 1 building, providing additional lecture space, library and office space to meet the increased needs of the Madera campus. It also needs permanent laboratory space for a growing LVN program that is currently housed in portables. In addition, a facility to house tutorial, distance learning and a student computer training center is needed.

The existing Center for Advanced Manufacturing needs expansion to provide additional laboratory and classroom space for existing and new vocational training programs. Those programs include welding, manufacturing and machinist certificates and degrees and a new agricultural pathways program.

Oakhurst Community College Center has no room for expansion. A new facility would provide room to expand existing programs, create new educational programs and offer dual enrollment opportunities.

At **Reedley College**, modernization of the Life Science building will add additional space to accommodate existing programs and add new academic programs in the physical sciences, dental assisting and the nursing programs.

Reedley College has the largest farm in the California community college system. A new centralized Ag complex is needed to house state-of-the-art efficient and more appropriate teaching and learning environments for training students for careers in the new agricultural community of today.

A performing arts center has been on the books since the 1970's and is especially needed for STEM (science, technology, engineering and math) students as well as the community.

At **Fresno City College**, the Math Science building which was constructed in 1973, needs replacing. The configuration and technology support for the teaching spaces is not in synch with today's educational needs. The amount of laboratory space is inadequate for the levels of enrollment in the science disciplines. The mechanical, electrical and plumbing systems are old and do not have the capability to expand to meet the needs of the modern technology required to provide up to date instruction. This building provides the majority of the science lab space on the campus. Therefore, the option of closing down large portions of the building during remodeling is not feasible making replacement the only viable solution.

Parking spaces have long been insufficient to meet the needs of students, staff and visitors. Parking continues to be the number one complaint by students, staff and the community and must be addressed.

A relocation of our Career & Technology Center which includes open-entry vocational programs and dual enrollment opportunities would also house our joint use fire and police academies.

A site in west Fresno to house open entry programs and dual enrollment programs would alleviate overcrowding at Fresno City College, which has an enrollment of 27,000, and provide access to many residents.

Clovis Community College needs a vocational facility to provide flexible, specialized laboratory space to address the demand for training in technology in the areas of environmental, water, wastewater, food processing, and electro-mechanical. It will also provide instructional classrooms, multi-disciplinary computer labs, and instructional offices to support the entire campus.

If you have any questions, feel free to contact Lucy Ruiz, State Center Community College District executive director, public and legislative relations at 559-244-6137 or lucy.ruiz@scccd.edu

Sincerely,

A handwritten signature in cursive script that reads "Sandra Caldwell". The signature is written in black ink and is positioned below the word "Sincerely,".

Dr. Sandra Caldwell
President
Reedley College

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, IN SUPPORT OF MEASURE C, THE STATE CENTER
COMMUNITY COLLEGE DISTRICT BOND**

Whereas, Measure C, a local bond to raise funds for the State Center Community College District, has been placed on the June 7, 2016 ballot; and

Whereas, a professionally guided survey, administered by the Board of Trustees, shows positive support for Measure C; and

Whereas, Measure C invests in Career Technical Education classrooms, and prepares students with skills needed for today's jobs; and

Whereas, Measure C invests in 21st century technology and equipment preparing students for university transfer; and

Whereas, Measure C will upgrade police and fire academies, and provide improved training for paramedics and nurses; and

Whereas, Measure C puts local people to work as community college buildings are upgraded and new facilities are constructed; and

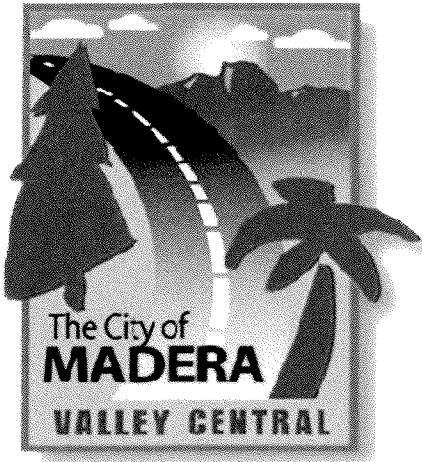
Whereas, Measure C includes strong fiscal accountability including an independent citizens' oversight committee; and

Whereas, Measure C guarantees that no funds will be spent on administrators' salaries, and that every penny is spent to protect quality education in our community colleges.

NOW THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF MADERA does hereby resolve, find and order as follows:

1. The above recitals are true and correct.
2. The City Council supports Measure C scheduled on the June 7, 2016 ballot.
3. This resolution is effective immediately upon adoption.

* * * * *

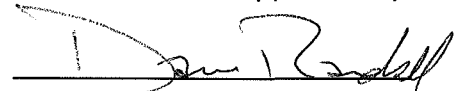


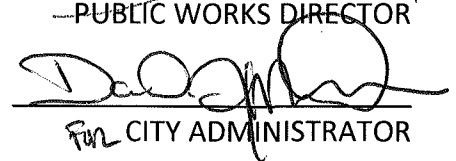
REPORT TO CITY COUNCIL

MEETING DATE: April 20, 2016

AGENDA ITEM NUMBER: E-1

Approved By:


—PUBLIC WORKS DIRECTOR


CITY ADMINISTRATOR

SUBJECT:

Report on Recruitment of Energy Conservation Consultants and Authorization to Distribute a Request for Statements of Qualification

RECOMMENDATION:

Staff recommends that the Council review the attached request for submissions of Statements of Qualifications "SOQ" for the provision of energy conservation consulting services and authorize staff to proceed with identifying a firm to assist City Staff to identify energy conservation opportunities, evaluate their potential, and assist in formulating and inspecting projects that may be undertaken.

SUMMARY:

The City is often approached with unsolicited proposals from firms to construct projects for the City that may increase energy and cost efficiencies. In the past, the City has also proactively defined and sought proposals for energy projects city wide. These efforts have been very time consuming and not always as effective as anticipated. While the City desires to continue to take advantage of improvements in technologies, existing staff lacks the time and expertise necessary to fully develop and consider the potential alternatives.

DISCUSSION:

The technology and market for energy conservation and energy generation projects is constantly changing and involves a unique and complex body of information. While various City Staff members have significant knowledge relative to these issues in this field, a more in-depth and comprehensive knowledge of the issues is needed to differentiate between marginal and valuable energy conservation and generation projects. When a recent, unsolicited proposal was evaluated by an independent and unbiased consultant, they were able to quickly identify factors that helped clarify the advantages and disadvantages of the proposal.

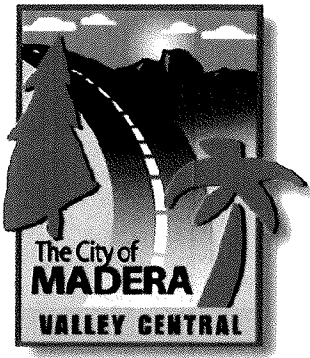
Staff recommends that a consulting firm with expertise in this field be selected to assist the City. This firm will not be eligible as a potential bidder on any of the potential construction projects that may result. After selecting a firm, the City would enter into a shell agreement for a three year period to provide the requested services at agreed upon rates. The initial agreement would not authorize any scope of work or propose any specific projects. The City would later develop proposed specific projects, scopes of work, and agreements as the consultant's services were needed. By proceeding in this fashion, the City will increase its ability to more effectively consider energy opportunities

FINANCIAL IMPACT:

There are no additional unbudgeted expenses for soliciting the SOQ. Cost and benefits of future efforts and projects would be identified in subsequent Council items for the specific projects as they are proposed.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The proposed means of operation is not specifically addressed as part of the Plan, but is sympathetic of the underlying principals of the 2025 Plan and endorsements of energy savings and cost efficiencies.



Public Works Department

REQUEST FOR STATEMENT OF QUALIFICATIONS FOR ENERGY CONSERVATION CONSULTING SERVICES TO CITY OF MADERA FOR REVIEWING AND DEVELOPING ENERGY IMPROVEMENT PLANS & PROJECTS

INTRODUCTION

The City of Madera is seeking statements of qualification from qualified firms to assist with tasks related to evaluating, planning, and implementing energy efficiency and conservation projects. The selected firm will be asked to enter into an agreement with the City to act as an extension to the City's Staff on as-needed basis for a 3 year period. The selected firm will not act as a contractor for the installation of projects and will not be eligible as a bidder on any subsequent energy construction project it was involved with on behalf of the City of Madera.

The City has undertaken several solar installations and energy conservation projects to date, and has identified additional potential projects that may be pursued. The City has also received unsolicited vendor proposals that identify opportunities to package new solar installations with other conservation and efficiency measures. Existing City staff lacks the time and expertise necessary to fully evaluate the comparative benefits and risks of the available alternatives.

Consulting services are being sought from a firm with specific knowledge and experience with projects designed to reduce energy consumption and capture opportunities to offset energy demands by means of solar technologies or other renewable resources. The preferred firm's key staff members will have a history of performing such services and have maintained an ongoing working knowledge of the changes in the marketplace and regulations relative to the subjects.

SERVICES BEING SOLICITED

The types of tasks and services that the selected firm may be asked to perform are:

- Assisting with the development of strategies and/or policies defining the City's approach to pursuing energy efficiency and conservation projects.
- Evaluating proposals and negotiating with vendors regarding potential packaged projects.
- Collecting and analyzing data to determine existing conditions of the City's buildings, facilities and properties and determining what opportunities exist for projects that would reduce energy consumption and/or create or capture energy (e.g. solar projects, HVAC upgrades, LED lighting conversion etc.);
- Identifying potential cost and feasibility of projects;
- Assisting in the development of a multiyear plan for energy improvements;
- Assisting with the presentation of proposed energy projects to the City Council;
- Assisting in the drafting of requests for proposals for projects;
- Assisting in the evaluation of bid proposals;
- Acting as the City's agent in inspecting the construction of projects;

SERVICE REQUESTS AFTER SELECTION

1. A professional services agreement will be negotiated between the City and the selected firm allowing the firm to provide consulting services to the City on as-needed basis for a term of up to 3 years, using a defined rate schedule.
2. As services are needed, a detailed scope of services shall be prepared as a joint effort between the City Staff and the selected firm. The City intends for services to be requested on a project-by-project basis.
3. For each detailed scope of services, the firm will be required to prepare and submit a fee proposal based on the rate schedule adopted as part of the "shell" agreement. City and selected firm may negotiate the scope and cost as necessary to reach agreement.

CONSULTANTS CONFLICT / EXCLUSIONS

In order to avoid any conflicts of interests and in conformity with State statutes, the selected firm shall be excluded from bidding or being a subcontractor on any project on which the firm performed work within the scope and time period of the contract.

SOQ MINIMUM SUBMISSION CONTENT

Submissions shall be transmitted with a cover letter that must be signed by an official authorized to bind the firm contractually. The letter accompanying the submission shall also provide the following: name, title, address and telephone number of individuals with the authority to negotiate and contractually bind the company. An unsigned submission or one signed by an individual not authorized to bind the firm may be rejected.

The submission of qualifications shall at a minimum include:

1. Firm name, address, phone number and Principal in Charge.
2. Organizational Chart of personnel and sub consultants.
3. Key personnel who will work directly with the City, including their credentials, and experience on similar types of projects. (Individual biographies are acceptable along with list of comparable projects).
4. Firm's Similar Project Experience and References.
5. Hourly Fee Schedule for Consultant and Sub-consultants, including any adjustment factors which would be applied over a 3 year term.

If you are interested in being considered to provide these services, four (4) copies of your Statement of Qualification (SOQ) in sealed envelope labeled "Energy Consultation Statements of Qualification" must be received in the office of the Public Works Department at, 1030 S. Gateway Drive, Madera, CA 93637, by 4:30 p.m., Friday May 13, 2016.

INQUIRIES ON SOQ

All questions concerning this request for Statements of Qualifications must be sent by May 6th, 2016 and shall be submitted by e-mail to Phil Johnson, Electrical and Facilities Manager, pjohnson@cityofmadera.com and to David Randall, Public Works Director (drandall@cityofmadera.com). The response to questions will be sent to all of the consultants requesting clarification on or before May 10, 2016.

SELECTION PROCESS

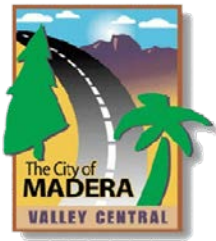
Each submission will be reviewed to determine if it meets the requirements contained in the "SOQ Minimum Submission Content" described above.

City may reject any submission if it is conditional, incomplete, or contains irregularities. City may waive an immaterial deviation in a submission.

A Consultant Selection Committee consisting of representatives of the City's Public Works Department, Engineering Department, and other invited individuals will be formed to evaluate the submissions and rank the submitting firms.

The Committee will use the following criteria to evaluate the submissions and rank the firms accordingly:

1. Project team's technical skills qualifications 60 points
2. Similar project experience 40 points



Madera City Council Agenda 4/20/16 Late Distribution Notice Item E-2

Regarding:

E-2 Update on the Status of Emergency Repairs for the Sanitary Sewer Main on Schnoor Avenue between Fourth and Fifth Streets and the Results of Ongoing Investigations into the Condition of Other Downstream Pipe

And

Consideration of a Resolution Declaring an Emergency Situation in which Expedited Design, Investigations, Repairs or Replacement of Sections of Sanitary Sewer Pipe in Schnoor Avenue South of Fourth Street May be Required (Report by Keith Helmuth)

The report and supporting documents for item E-2 will be distributed prior to the scheduled meeting.