

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

NOTICE AND AGENDA

Wednesday, December 21, 2016
6:00 p.m.

Council Chambers
City Hall

CALL TO ORDER

ROLL CALL: Mayor Andrew J. Medellin
Mayor Pro Tem Cece Foley Gallegos, District 1
Council Member Jose Rodriguez, District 2
Council Member Donald E. Holley, District 6
Council Member Derek O. Robinson Sr., District 4
Council Member William Oliver, District 3
Council Member Charles F. Rigby, District 5

INVOCATION: Pastor Lance Leach, Valley West Christian Center

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 Recognition of the Partnership between Deutschlanders VW Club and the Parks and Community Services Department and the Presentation of Car Show Proceeds to the Madera Rescue Mission

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 Bi-Weekly Water Conservation Report for 12/1/16 – 12/11/16 (Report by Dave Randall)
- B-4 Consideration of a Resolution Accepting Community Grant Program Funding from the Picayune Rancheria of the Chukchansi Indians and the County of Madera for Partial Funding of Phase II of the Soccer Field Lighting at Sunrise Rotary Sports Complex and Authorizing Amendments to Various City Budgets to Reflect the Grant Funding (Report by Mary Anne Seay)
- B-5 Consideration of a Resolution Approving the Master Agreement between the Madera County Transportation Commission and the City of Madera for the Fiscal Year 2015-16 Allocation of Regional Surface Transportation Program (RSTP) Exchange Funding (Report by Keith Helmuth)
- B-6 Consideration of a Resolution Approving an Agreement with Giersch & Associates Inc. for Professional Engineering Design Services for Sewer Main Replacements at Sherwood Way and Wessmith Way Near Lake Street, and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)
- B-7 Consideration of a Minute Order Rejecting a Claim filed by Ray Padilla (Report by Wendy Silva)
- B-8 Consideration of a Minute Order Rejecting a Claim filed by Maria Chavin (Report by Wendy Silva)
- B-9 Consideration of a Resolution Approving Agreement with Omni Means LTD for Professional Project Development and Engineering Design Services for the Lake Street, 4th Street and Central Avenue Intersection and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)
- B-10 Consideration of a Resolution Appointing Ramon Lopez Maciel as a Member of the City of Madera Transit Advisory Board (Report by Ivette Iraheta)
- B-11 Consideration of Resolutions Ratifying and Adopting 2016/2017 Community Development Block Grant Agreements for Services as follows: (Report by Ivette Iraheta)
 - A. The Community Action Partnership of Madera County to Coordinate with the Fresno/Madera Continuum of Care
 - B. The Madera County Workforce Investment Corporation to Provide Scholarships for Adults Learning and Training
 - C. The Madera Coalition for Community Justice to Coordinate the Resilient Madera Program
 - D. The City of Madera Parks and Community Services Department to Provide Nutrition, Fitness, Recreation and Education Services to Seniors
 - E. The City of Madera Parks and Community Services Department for Various Centennial Park Improvements
 - F. CalFire to Purchase and Equip Fire Station No. 6 with an Emergency Backup Generator

- B-12 Consideration of a Resolution Authorizing the Mayor to Execute Agreements with the State Board of Equalization for Implementation of a Local Transactions and Use Tax (Report by Brent Richardson)
- B-13 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Mid-Management Employee Group Related to Requirements for Waiver of Participation in Health Benefits and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)
- B-14 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Law Enforcement Mid-Management Employee Group Related to Requirements for the Waiver of Participation in Health Benefits and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)
- B-15 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and Operating Engineers Local Union No. 3 Related to Requirements for the Waiver of Participation in Health Benefits and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)
- B-16 Consideration of a Resolution Approving the Award of Contract for Pine Street–Pecan Avenue Median Landscape & Irrigation Improvements City of Madera Project No. ST 16-04, in the Amount of \$299,776.90 to Stockbridge General Contracting Inc., Authorizing Construction Contingencies of Up to 10% and Construction Inspection and Management of Up to 15%, and Authorizing the Mayor to Execute the Contract on Behalf of the City

And

Consideration of a Resolution Approving Funding Amendments to the City of Madera Fiscal Year 2016/17 Capital Fund Budget for Pine Street–Pecan Avenue Median Landscape & Irrigation Improvements City of Madera Project No. ST 16-04, Appropriating RSTP Federal Exchange Funds for the Construction Contract, Contingencies and Construction Inspection/Management (Report by Keith Helmuth)

- B-17 Consideration of a Resolution Approving a Memorandum of Understanding between the City and the Catholic Charities Diocese of Fresno (CCDOF) for the City to Administer a Senior Companion Program (SCP) Utilizing Senior Volunteers and Authorizing the Mayor to Execute the Memorandum of Understanding on Behalf of the City (Report by Mary Anne Seay)
- B-18 Consideration of a Resolution Accepting a Permanent Utility Easement, Located North of Avenue 17 and West of SR 99, Offered by Horizon Enterprises, LP, and Authorizing the City Clerk to Execute a Certificate of Acceptance (Report by Keith Helmuth)
- B-19 Consideration of a Resolution Accepting a Permanent Utility Easement, Located North of Avenue 17 and East of SR 99, Offered by Zelman Madera LLC, A Delaware Limited Liability Company, and Authorizing the City Clerk to Execute a Certificate of Acceptance and Cause the Certificate of Acceptance to be Recorded (Report by Keith Helmuth)
- B-20 Consideration of a Resolution Accepting Pedestrian Easement Deeds at the Chateau at the Vineyards Subdivision, Offered by UCP Chateau Grove LLC, Authorizing the City Clerk to Execute the Certificates of Acceptance and Cause them to be Recorded (Report by Keith Helmuth)

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

- C-1 Public Hearing, Second Reading and Consideration of the Adoption of an Ordinance That Would Approve and Adopt a Development Agreement Between the City of Madera and Love's Travel Stops and Country Stores for the Madera Travel Center Project (Report by David Merchen)
- C-2 Public Hearing and Consideration of a Resolution of the City Council Confirming Special Assessments for Delinquent Administrative Fines (Report by Brent Richardson)
- C-3 Consideration of a Resolution Approving the First Amendment to the Memorandum of Understanding between the City of Madera and the North Fork Rancheria of Mono Indians of California (Report by Dave Merchen)

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

- E-1 Consideration of a Resolution Approving Additional Water Conservation Rebate Programs (Report by Dave Randall)
- E-2 Consideration of a Resolution Amending the City of Madera Classification Plan by Addition of a Tyler Munis Implementation Project Manager Job Description and Setting the Rate of Compensation for the Position (Report by Wendy Silva)
- E-3 Request for Direction Regarding Council Meeting Scheduled 1/18/17 (Report by Sonia Alvarez)

F. COUNCIL REPORTS

- F-1 Mayor's Appointments to Outside Boards

G. CLOSED SESSION

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

One case: Junaid Lateef v. City of Madera
MCV 072672
- G-3 Conference with Legal Counsel – Existing Litigation. Subdivision (d)(1) of Government Code §54956.9

One case: Junaid Lateef v. City of Madera et al
1:16-at-00828
- G-4 Closed Session Report – City Attorney

ADJOURNMENT – Next regular meeting January 4, 2017

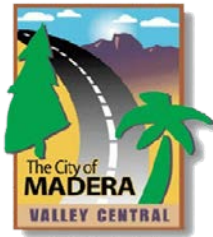
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- Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - Any 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 December 21, 2016, near the front entrances of City Hall at 4:30 p.m. on December 16, 2016.



Sonia Alvarez, City Clerk

[Return to Agenda](#)



**Madera City Council Agenda 12/21/16
Agenda Item B-1**

There are no minutes for consideration.

City of Madera

Council Meeting Of December 21st, 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: 12/21/2016

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

November 29th, 2016 to December 12th, 2016

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

General Warrant:	11374-11490	\$ 1,592,702.44
Wire Transfer	Union Bank Payroll and Taxes	\$ 616,664.06
Wire Transfer	SDI	\$ 1,888.11
Wire Transfer	Cal Pers	\$ 421,508.08

Respectfully submitted,



Tim Przybyla
Financial Services Director

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
December 12th, 2016

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
11374	12/2/2016	ABSHIRE ENTERPRISES	ABATEMENT ON 831 S D ST	2,150.00
11375	12/2/2016	ADMINISTRATIVE SOLUTIONS INC.	CITY PD RETIREE PRESCRIPTION BILL 12/1-01/01/17	2,260.76
11376	12/2/2016	ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXP ACCT 12/02/2016 PAYROLL	731.16
11377	12/2/2016	BIG RIVER DRILLING LLC	REFUND DEPOSIT	1,672.44
11378	12/2/2016	GRANITE CONSTRUCTION	REFUND DEPOSIT AND OVERPAYMENT	1,803.07
11379	12/2/2016	LEE'S PAVING INC	REFUND DEPOSIT	1,667.70
11380	12/2/2016	WILLIAMS, DONALD	REFUND DEPOSIT FOR HANGAR S TERMED 11/30/16	120.00
11381	12/2/2016	AT&T	11/16 CALNET 3 SVS 9391031562	2,378.44
11382	12/2/2016	SOLAR CITY	CANCELLED PERMIT	139.28
11383	12/2/2016	SOLAR CITY	CANCELLED PERMIT	177.34
11384	12/2/2016	SOLAR CITY	CANCELLED PERMIT	126.60
11385	12/2/2016	SOLAR CITY	CANCELLED PERMIT	171.00
11386	12/2/2016	BSN SPORTS	PENNIES FOR SPORTS PROGRAMS	412.76
11387	12/2/2016	CANON FINANCIAL SERVICES	COPIER CHARGES	7,005.73
11388	12/2/2016	OKANE, JULIA CATHERINE	CAT TRAP DEPOSIT REFUND	17.00
11389	12/2/2016	COLONIAL LIFE & ACCIDENT INSURANCE CO	E700482-3 FOR 12/02/2016 PAYROLL	1,116.53
11390	12/2/2016	COMCAST	CITY INTERNET CONNECTION 11/15- 12/14/16	1,210.20
11391	12/2/2016	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	986.00
11392	12/2/2016	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST OCTOBER 2016	175.00
11393	12/2/2016	CROWN SERVICES CO.	TIRE AMNESTY	230.00
11394	12/2/2016	CROXEN, MARIANNE	CATERING FOR REGIONAL CHIEF LUNCHEON	390.00
11395	12/2/2016	DIAMOND COMMUNICATIONS	REPAIR TO ALARM SYSTEM AT PAN-AM	122.50
11396	12/2/2016	FERNANDEZ, M. SOLEDAD	PER DIEM FBI- LEEDA MEDIA RELATIONS	308.09
11397	12/2/2016	FRESNO BEE, THE	RECRUITMENT ADS	2,800.35
11398	12/2/2016	GEIL ENTERPRISES, INC.	NOVEMBER 2016 CUSTODIAL SERVICE	9,403.83
11399	12/2/2016	KEMBLE, PATRICK	WWTP OPERATOR IV CERTIFICATE RENEWAL	349.72
11400	12/2/2016	KER'S GAS & LUBE, INC.	PD CAR WASHES	1,035.50
11401	12/2/2016	MADERA CLEANERS AND LAUNDRY INC.	YOUTH CENTER MAT SERVICE	64.60
11402	12/2/2016	MADERA COUNTY TAX COLLECTOR	2017 PROPERTY TAX 038-050-018-000	701.12
11403	12/2/2016	MADERA TRIBUNE	RECRUITMENT AD	133.98
11404	12/2/2016	MADERA TROPHY	MAYOR POYTHRESS APPRECIATION PLAQUE	170.64
11405	12/2/2016	MONDRAGON, JUAN	MILEAGE REIMBURSEMENT 10/30/16 & 10/31/16	41.47
11406	12/2/2016	LAW OFFICES OF GREGORY L. MYERS	LATEEF V. CITY OF MADERA (STATE)	265.00
11407	12/2/2016	LAW OFFICES OF GREGORY L. MYERS	LATEEF V. CITY OF MADERA (FEDERAL COURT)	1,961.00
11408	12/2/2016	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 12/2/2016 PAYROLL	7,336.32
11409	12/2/2016	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 12/02/2016 PAYROLL	2,306.36
11410	12/2/2016	ONTRAC	OVERNIGHT SHIPPING	14.36
11411	12/2/2016	RANGEL SANCHEZ, RUBEN	REIMBURSEMENT FOR TOW FEE 16M-08385	305.00
11412	12/2/2016	P G AND E	07/16 SVS 1598348280-1	15,153.99
11413	12/2/2016	PIERCE CONSTRUCTION	ASPHALT PATCHING	47,404.06
11414	12/2/2016	POSTER COMPLIANCE CENTER	1 YR COMPLIANCE PLAN RENEWAL	69.00
11415	12/2/2016	PRINCIPAL LIFE INSURANCE COMPANY	DECEMBER 2016 DENTAL INSURANCE	16,758.05
11416	12/2/2016	REGENCE BLUECROSS BLUESHIELD OF UTAH	CITY PD RETIREE PRESCRIPTION BILL CHUMLEY 12/16	299.60
11417	12/2/2016	ROBINSON, DEREK	PER DIEM LOCC LEAGUE LEADERS	308.88
11418	12/2/2016	SPARKLETT'S	LAB & DRINKING WATER	57.59
11419	12/2/2016	TESEI PETROLEUM INC.	FUEL CHARGES 11/01/16- 11/10/16	11,952.58
11420	12/2/2016	TESEI PETROLEUM, INC.	FUEL	280.94
11421	12/2/2016	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 12/02/16 PAYROLL	21,345.53
11422	12/2/2016	WEST COAST ARBORISTS, INC.	STREET TREE MAINTENANCE	35,362.50
11423	12/2/2016	WEST VALLEY CONSTRUCTION CO. INC.	COMMERCIAL WATER METER INSTALL	150,074.08
11424	12/6/2016	LEONARD MATA	CHANGE OF VENUE	165.00
11425	12/6/2016	ZAK'S	SECURITY SVS	308.00
11426	12/9/2016	ADMINISTRATIVE SOLUTIONS INC.	MONTHLY ADMINISTRATIVE FEE NOVEMBER 2016	44,429.00
11427	12/9/2016	AMERICAN BUSINESS MACHINES	COPIER LEASE AGREEMENT DECEMBER 2016	732.16
11428	12/9/2016	AT&T	PD PRIVATE LINE SVS 11/19- 12/18	375.80
11429	12/9/2016	BRIDGE STORE	ALTERNATIVE PAY STATION SERVICES FOR OCT 2016	773.00
11430	12/9/2016	BSK ASSOCIATES	WEEKLY SAMPLING	2,434.00
11431	12/9/2016	CALIFORNIA BOILER INC.	REPAIRS	4,415.30
11432	12/9/2016	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	203.46
11433	12/9/2016	CALIFORNIA DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS	742.00
11434	12/9/2016	CALIFORNIA DEPARTMENT OF TRANSPORTATION	SHARED COSTS	1,739.26
11435	12/9/2016	CALIFORNIA FORENSIC INSTITUTE	PRE-EMPLOYMENT PSYCH EXAM	670.00
11436	12/9/2016	CITY OF MADERA	DISWASHER REBATE APPLY TO ACCOUNT 9897463	50.00
11437	12/9/2016	COMCAST	11/16 SVS 8155500320092096	121.96

11438	12/9/2016	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	174.50
11439	12/9/2016	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN 11/16	325.00
11440	12/9/2016	DATAPROSE, LLC	NOVEMBER 2016 AR STATEMENTS	9,330.61
11441	12/9/2016	DEPARTMENT OF FORESTRY AND FIRE	1ST QTR ACTUAL BILLING FOR CITY CONTRACT 16/17 FY	687,779.45
11442	12/9/2016	BERRY DEVELOPMENT, LP	REFUND CASH BOND FOR SIDEWALK CONSTRUCTED	8,175.00
11443	12/9/2016	BERRY, DAVID L.	REFUND CASH BOND FOR SIDEWALK CONSTRUCTED	8,175.00
11444	12/9/2016	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 11/16-16-11/30/16	8,043.75
11445	12/9/2016	FIRST TRANSIT INC.	FIRST TRANSIT OCTOBER 2016	78,589.62
11446	12/9/2016	FORENSIC NURSE SPECIALISTS, INC.	INVESTIGATION	900.00
11447	12/9/2016	GRANITE CONSTRUCTION	Apron Reconstruction Project P	18,838.50
11448	12/9/2016	LAW & ASSOCIATES	BACKGROUND CHECK	700.00
11449	12/9/2016	LEGACY K9 INC.	BI-MONTHLY MAINTENANCE TRAINING	1,155.54
11450	12/9/2016	LEXISNEXIS	NOVEMBER CHARGES	274.00
11451	12/9/2016	LINCOLN FINANCIAL	LIFE & LTD INSURANCE DECEMBER 2016	7,516.60
11452	12/9/2016	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	280.58
11453	12/9/2016	MADERA ANIMAL HOSPITAL	INJURED DOG	507.29
11454	12/9/2016	MADERA HONDA SUZUKI	VEHICLE MAINTENANCE	413.38
11455	12/9/2016	MADERA RADIO DISPATCH, INC.	TOWER RENT	295.47
11456	12/9/2016	MADERA TRIBUNE	INFORMATION SYSTEMS MANAGER ADVERTISEMENT	67.02
11457	12/9/2016	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS OCTOBER 2016- REVISED	1,154.79
11458	12/9/2016	MONDRAGON, JUAN	MILEAGE REIMBURSEMENT 11/17-11/18	20.74
11459	12/9/2016	NICHOLS CONSULTING ENGINEERS, CHTD.	STATE MANDATED COST CONSULTING SERVICES	1,200.00
11460	12/9/2016	NICK'S TOWING	TOW SVS	415.00
11461	12/9/2016	RICHARD DIEBERT	TURL REPLACEMENT REBATE	775.00
11462	12/9/2016	ALCARAZ, JORGE	PARK DEPOSIT REFUND	50.00
11463	12/9/2016	ALONZO, JOELYN	PARK DEPOSIT REFUND	50.00
11464	12/9/2016	CHAPMAN, CARRIE	FIELD DEPOSIT REFUND	50.00
11465	12/9/2016	CRUZ, SABINA	FACILITY DEPOSIT REFUND	100.00
11466	12/9/2016	HERNANDEZ, AURORA	FACILITY DEPOSIT REFUND	100.00
11467	12/9/2016	HERNANDEZ, JOE	PARK DEPOSIT REFUND	50.00
11468	12/9/2016	LUCERO, GUADALUPE	FACILITY DEPOSIT REFUND	250.00
11469	12/9/2016	MARTINEZ, ANGEL	PARK DEPOSIT REFUND	50.00
11470	12/9/2016	MORALES, TELESFORO	FACILITY DEPOSIT REFUND	100.00
11471	12/9/2016	PEREZ, SANDRA	FACILITY DEPOSIT REFUND	100.00
11472	12/9/2016	PIMENTEL, JUANA	PARK DEPOSIT REFUND	50.00
11473	12/9/2016	SAUCEDO, KARISSA	FACILITY DEPOSIT REFUND	50.00
11474	12/9/2016	VASQUEZ-RODRIGUEZ, CRUZ	PARK DEPOSIT REFUND	50.00
11475	12/9/2016	PECK'S PRINTERY	PERMIT PAPER	437.40
11476	12/9/2016	PERFORMANCE AUTOMOTIVE GROUP INC.	2017 FORD FUSION HYBRID	24,371.84
11477	12/9/2016	RON'S TOWING & ROAD SERVICE	TOW SVS	500.00
11478	12/9/2016	SEABURY, COPELAND & ANDERSON	EMPLOYEE BONDING PREMIUM - S.ALVAREZ	270.00
11479	12/9/2016	SPRINT	INVESTIGATION	60.00
11480	12/9/2016	SUNEDISON, LLC	ELECTRIC UTILITIES WWTP	18,033.95
11481	12/9/2016	TESEI PETROLEUM INC.	PROPANE	44.87
11482	12/9/2016	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS NOVEMBER 2016	110.25
11483	12/9/2016	UNITED HEALTHCARE INSURANCE COMPANY	CITY PAID HEALTH CARE DEC 2016	245,225.36
11484	12/9/2016	VETERINARY EMERGENCY SERV., INC.	VETERINARY SVS	28.00
11485	12/9/2016	VIDEGAIN, RYAN	PER DIEM TAC FIREARMS INSTRUCTOR	352.00
11486	12/9/2016	WATCHGUARD VIDEO	RADIO COMMUNICATION EQUIPMENT	7,014.60
11487	12/9/2016	WESCO DIST. INC.	LED STREET LIGHTS FOR 150 WATT	9,447.84
11488	12/9/2016	WESCO DIST. INC.	LED STREET LIGHTS FOR 150 WATT	33,854.76
11489	12/9/2016	WEST COAST RUBBER RECYCLING	TIRE HAULING	7,500.00
11490	12/9/2016	WILLDAN FINANCIAL SERVICES	COMMUNITY FACILITIES DISTRICT ADMINISTRATION	808.14
			Bank # 1 - Union Bank General Account Total	1,592,702.44

REPORT TO CITY COUNCIL

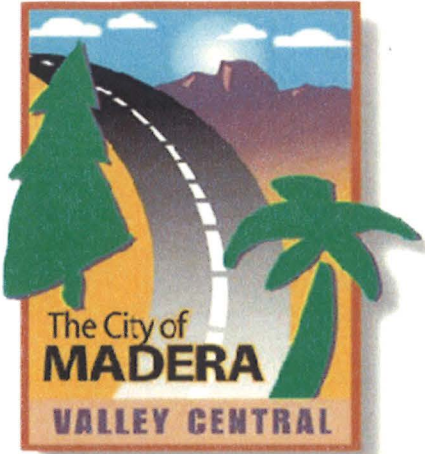
MEETING DATE: December 21, 2016

AGENDA ITEM NUMBER: B-3

Approved By:


PUBLIC WORKS DIRECTOR

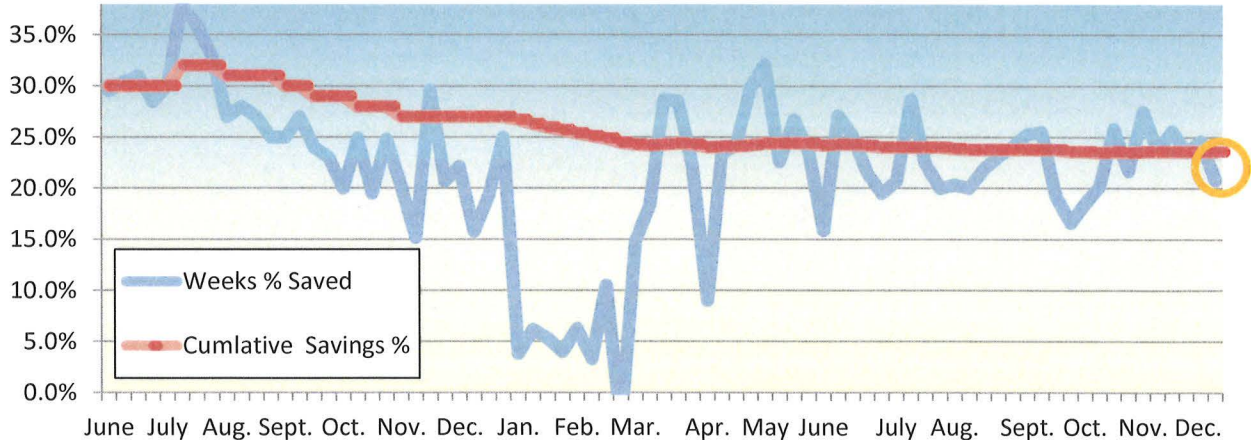

CITY ADMINISTRATOR



SUBJECT: Bi-Weekly Water Conservation Report for December 1st thru December 11th.

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

SUMMARY/ DISCUSSION: The City’s water conservation rate was down from 23.5% in the last bi-weekly reporting to 22.5% this report, as illustrated in the graph below. This is slightly higher than December of last year. A separate agenda item on the Council’s agenda is proposing two additional water conservation rebates. Below is the most current water conservation data.



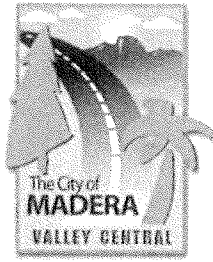
	Enforcement		
Public Contacts	32	1st offenses (\$75)	5
Verbal warning	2	2nd offenses (\$250)	1
Correction Notices	20	3rd or more offense (\$500)	0

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:

While the proposed actions are not specifically addressed as part of the Plan, they are not in conflict with it and are sympathetic of the underlying principles of the 2025 Plan.




REPORT TO COUNCIL

COUNCIL MEETING OF: December 21, 2016
AGENDA ITEM NUMBER B-4



REPORT BY: Mary Anne Seay,
Parks & Community Services Director



APPROVED BY: David Tooley,
City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION ACCEPTING COMMUNITY GRANT PROGRAM FUNDING FROM THE PICAYUNE RANCHERIA OF THE CHUKCHANSI INDIANS AND THE COUNTY OF MADERA FOR PARTIAL FUNDING OF PHASE II OF THE SOCCER FIELD LIGHTING AT SUNRISE ROTARY SPORTS COMPLEX AND AUTHORIZING AMENDMENTS TO VARIOUS CITY BUDGETS TO REFLECT THE GRANT FUNDING

RECOMMENDATION:

Staff recommends Council adopt a resolution accepting the Community Grant from the Picayune Rancheria of the Chuckchansi Indians and the County of Madera for partial funding of Phase II of the soccer field lighting at Sunrise Rotary Sports Complex.

Staff further recommends Council approve budget amendments to the FY 2016-17 Capital Improvements Budget in order to reflect addition of the grant funding.

SUMMARY:

The Picayune Rancheria of the Chuckchansi Indians (Tribe) has committed \$1 million in each of ten years beginning in 2007 to fund a Community Grant Program for Madera County government agencies, schools and non-profit organizations. The Rancheria has entered into a cooperative agreement with the Madera County Board of Supervisors for assistance with

administration of funds and the selection of grant recipients. The type of projects funded include public facility construction and improvements, health services support, educational program assistance, recreation and cultural program support and stipends to various non-profits.

In 2014, the Parks and Community Services Department (PCS) submitted a grant application for \$100,000 to complete a Soccer Field Lighting Project at Madera Sunrise Rotary Park. PCS staff were notified on December 6, 2016 that \$52,218 would be awarded to the project.

DISCUSSION:

PCS is continually engaged in efforts to acquire funding to add park amenities and parkland to our existing inventory. This specific grant request to the Tribe was for the Soccer Field Lighting Project at Madera Sunrise Rotary Sports Complex. It is another phase of an overall plan that builds out the property for recreation uses.

The most recent accomplishments toward the build out include the addition of a booster pump and the construction of a soccer field in 2012. The next phase is to add soccer field lighting in addition to curb, gutter, fencing, additional landscaping and parking around the newest soccer field.

PCS submitted a separate grant request to the Tribe in 2012 and received \$85,000 of the requested \$196,000 for new lights and installation. By pairing the \$85,000 grant award with a \$15,000 grant award from Kaiser Permanente, PCS staff acquired the lighting from Musco Lighting shortly thereafter. The lighting equipment has been in storage at the City's Corporation Yard while staff continued to seek resources to complete the project.

In June of 2014 PCS staff submitted an application to the Rancheria and Madera County for a Community Benefit Grant in the amount of \$100,000 to complete the installation of the field lighting at the soccer field. The closure of the Chukchansi Gold Resort and Casino from October 9, 2014 to December 31, 2015 temporarily delayed any action on processing the grant. At the December 6th, 2016 Regular Meeting of the Madera County Board of Supervisors, the 2014 and 2016 Community Grant awardees were announced and the City was awarded \$52,218 for the Sunrise Rotary project. Staff is requesting Council accept the grant funding and authorize changes to the FY 2016-17 Capital Improvements Budget in order to recognize the new funding allocation.

FINANCIAL IMPACT:

There are no direct General Fund impacts resulting from the recommended actions in this report. The completion of any capital improvement project will create a maintenance and upkeep burden that will be borne by the General Fund, in this case the most significant cost will be about \$10,000 for replacement of light bulbs that will occur on an approximately five-year cycle.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions are consistent with the following Vision Madera 2025 Plan 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.
- Action 115.3: Develop a financial plan to provide appropriate infrastructure to carry out the General Plan update, seek and retain grants, support appropriate bonds.
- Action 314.2: Continue and expand facilities for youth-at-risk.
- Strategy 404: Promote increased community wellness.
- Strategy 411: Recreational Opportunities: Enhance and expand recreational activities available to Maderans.

RESOLUTION NO. 16 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ACCEPTING COMMUNITY GRANT PROGRAM FUNDING FROM THE PICAYUNE RANCHERIA OF THE CHUKCHANSI INDIANS AND THE COUNTY OF MADERA FOR PARTIAL FUNDING OF PHASE II OF THE SOCCER FIELD LIGHTING AT SUNRISE ROTARY SPORTS COMPLEX AND AUTHORIZING AMENDMENTS TO VARIOUS CITY BUDGETS TO REFLECT THE GRANT FUNDING

WHEREAS, the City applied for a Community Benefit Grant from the Picayune Rancheria of the Chukchansi Indians and the County of Madera in June of 2014; and

WHEREAS, at the December 6, 2016 Regular Meeting of the Madera County Board of Supervisors said grant was awarded to the City for use in constructing lighting at the new Sunrise Rotary Sports Complex soccer field; and

WHEREAS, the City Council previously approved a Capital Improvements Budget for the FY 2016-17 fiscal year creating appropriations for specified purposes; and

WHEREAS, the FY 2016-17 Capital Improvements Budget needs to be amended to reflect changes in appropriations in accordance with the Community Benefit Grant.

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

1. The above recitals are true and correct.
2. The Community Benefit Grant funding from the Picayune Rancheria of the Chukchansi Indians and the County of Madera is accepted.
3. The appropriate FY 2016-17 Budget accounts are hereby amended as per Exhibit AA attached.
4. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT AA

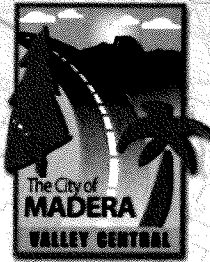
CITY OF MADERA

Appropriation Adjustment:

Chuckchansi Grant for Sunrise RotarySports Complex

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
<u>PARK DEVELOPMENT FUND</u>					
	41096354	4434	Chukchansi Grant	52,218.00	
	41096354	7030	Sunrise Rotary Sports Complex		52,218.00
				<u>52,218.00</u>	<u>52,218.00</u>

Note:



REPORT TO CITY COUNCIL

Approved By:


Department Director

Council Meeting of December 21, 2016

Agenda Item Number B-5


City Administrator

SUBJECT: A RESOLUTION APPROVING THE MASTER AGREEMENT BETWEEN THE MADERA COUNTY TRANSPORTATION COMMISSION AND THE CITY OF MADERA FOR THE FISCAL YEAR 2015-16 ALLOCATION OF REGIONAL SURFACE TRANSPORTATION PROGRAM EXCHANGE FUNDING

RECOMMENDATION:

That the City Council adopt Resolution No. 16-__ approving:

1. Master Agreement between the Madera County Transportation Commission (MCTC) and the City of Madera for the Fiscal Year 2015-16 allocation of Regional Surface Transportation Program (RSTP) Exchange Funding
2. Authorization for the Mayor to execute the Master Agreement.
3. Authorization for the City Engineer to submit the Master Agreement and the application to MCTC for approval.

SUMMARY:

The Madera Transportation Commission (MCTC) also designated as the Regional Transportation Planning Agency (RTPA) is permitted under Section 182.6 of the Streets and Highways Code (S&HC) to exchange the annual apportionment of Regional Surface Transportation Program (RSTP) funds for non-Federal funds.

The RSTP exchange funds are processed through an agreement between MCTC and Caltrans.

Engineering

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

www.cityofmadera.ca.gov

DISCUSSION:

The MCTC informs the County of Madera, City of Madera, and City of Chowchilla about available RSTP exchange funds. The MCTC also provides the amount apportioned for each of the three local agencies, and the prescribed application form.

The MCTC is requiring the local agencies to execute their standard master agreement between them (MCTC) and the local agency (City of Madera), to be submitted together with the application form. The application form lists the projects to be funded with this allocation of RSTP funds.

The City of Madera is entitled to receive \$680,483 of RSTP exchange funds for the 2015/16 Fiscal Year.

Projects eligible to be funded with RSTP exchange funds on the City's Collector and Arterial streets include construction, reconstruction, rehabilitation, resurfacing, restoration and operational improvements, construction and inspection of Bridges, certain transit projects and other projects as defined in Sections 133(b) and (c) of Title 23 of the United States Code.

FISCAL IMPACT:

There will not be an impact to the City's General Fund to process the agreement and submit the application to MCTC. Furthermore, use of these funds does not require a match of any kind from other funding sources.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 126.0 – This project supports the Strategy Action 126 for providing clean attractive streets that are safe and aesthetically pleasing and also supports the delivery of infrastructure to support economic growth, consistent with the principles outlined in the Vision Action Plan.

RESOLUTION NO. 16 - _____

**RESOLUTION APPROVING THE MASTER AGREEMENT
BETWEEN THE MADERA COUNTY TRANSPORTATION
COMMISSION AND THE CITY OF MADERA FOR THE FISCAL
YEAR 2015-16 ALLOCATION OF REGIONAL SURFACE
TRANSPORTATION PROGRAM EXCHANGE FUNDING**

WHEREAS, the City of Madera is entitled to receive \$680,483 of Regional Surface Transportation Program (RSTP) exchange funds; and

WHEREAS, the Regional Surface Transportation Program exchange funds can be used for projects as defined in Sections 133(b) and (c) of Title 23 of the United States Code (USC); and

WHEREAS, the Madera County Transportation Commission (MCTC) also operating as the Regional Transportation Planning Agency requires that a Master Agreement between the City and MCTC be executed and submitted together with the application; and

WHEREAS, the MCTC has prepared a standard Master Agreement (the "Agreement") with conditions acceptable to the City of Madera, and is on file in the office of the City Clerk of the City of Madera and referred to for full particulars.

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 Master Agreement between the MCTC and the City of Madera as described above, a copy of which is on file in the office of the City Clerk and referred to for particulars, is necessary for the City to receive RSTP exchange funds.
3. The Master Agreement is hereby approved.
4. The Mayor of the City of Madera is authorized to execute the Master Agreement.
5. The City Engineer is authorized to submit the executed Master Agreement together with the application.
6. This resolution is effective immediately upon adoption.

* * * * *

**MASTER AGREEMENT BETWEEN THE
MADERA COUNTY TRANSPORTATION COMMISSION
AND THE CITY OF MADERA
FOR THE FISCAL YEAR 2015/16 ALLOCATION OF RSTP EXCHANGE FUNDING**

This agreement is made on _____, 2016 by and between the CITY OF MADERA a public body, hereinafter referred to as “Recipient,” and the Madera County Transportation Commission, hereinafter referred to as “MCTC.”

WHEREAS, the MCTC is the state-designated Regional Transportation Planning Agency for Madera County; and

WHEREAS, as authorized by section 182.6(g) of the Streets and Highways Code, the MCTC has entered into a separate agreement with the State of California, through the Department of Transportation (Caltrans), to assign a defined portion of its annual Regional Surface Transportation Program (RSTP) apportionment to Caltrans in exchange for state funds for specified fiscal year(s); and

WHEREAS, the MCTC is authorized to use these exchanged funds (hereinafter RSTP Exchange Funds) to assist local agencies to promote projects which otherwise qualify for RSTP funds; and

WHEREAS, it is contemplated by MCTC and the Recipient that the amount of funding and the projects designated in Exhibit A may change from time to time as set forth below; and

WHEREAS, the MCTC has requested the Madera County Auditor-Controller to establish a separate fund for the Federal Apportionment Exchange Program and such a separate fund has been established.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

- A. The MCTC agrees to allocate RSTP Exchange Funds paid by Caltrans under the Federal Apportionment Exchange Program only for projects as authorized under sections 133(b) and 133 (c) of Title 23, United States Code and Article XIX of the California State Constitution.
 - B. The Recipient agrees to use RSTP Exchange Funds only for the RSTP Exchange eligible project(s) described in Exhibit A.
 - C. The Recipient agrees to reimburse funds back to MCTC if it is determined that RSTP Exchange Funds were used for ineligible projects.
1. ADMINISTRATIVE POLICIES
- A. The projects described in Exhibit A, and the amounts allocated therefore, may be amended from time to time without changing the rest of this Master Agreement.

- B. The Recipient agrees to submit A RSTP Monitoring report to MCTC every 6 months describing the progress towards completion for all projects listed in Exhibit A.
- C. The Recipient agrees to mention MCTC's role in funding the project in any press releases or media events held by the Recipient to promote a funded project.
- D. The MCTC agrees to reimburse the Recipient within 30 days of receipt of an accurately completed claim form from the Recipient. The Recipient shall be reimbursed for actual incurred costs that are supported with documentation.
- E. The Recipient agrees to cause the completion of the project(s) within three years from the date funds were approved, as recorded in Exhibit A. Failure to complete the project(s) in a timely basis shall allow MCTC to refuse reimbursement and to reprogram such funds for other purposes.

2. COST PRINCIPLES

- A. Recipient agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
- B. Recipient agrees to require its contractors and subcontractors to:
 - (a) use Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., to determine the allowability of individual project cost items; and
 - (b) comply with Federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

3. THIRD PARTY CONTRACTING

- A. Recipient shall not award a construction contract over \$10,000 or other contracts over \$25,000 on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of Caltrans. This provision shall not apply to professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e), and (f).
- B. Recipient agrees that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors and only if consistent with Paragraph 6, below.

C. In addition to the above, the audit requirements of third party contractor/ consultants with Recipient shall be consistent with Local Assistance Procedures Manual as published by Caltrans.

4. ACCOUNTING SYSTEM

Recipient, its contractors and subcontractors, shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment claims.

5. RIGHT TO AUDIT

For the purpose of verifying that funds paid hereunder are properly accounted for and proceeds are expended in accordance with the terms of this agreement, the Recipient, its contractors and subcontractors each agrees to grant Caltrans and/or the MCTC auditors access to the Recipient's 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. All documents shall be made available for inspection by authorized Caltrans or MCTC agents at any time during project development and for a four-year period from date of completion of project or one year after the audit is completed or waived by Caltrans, whichever is later.

6. TRAVEL AND SUBSISTENCE

Payments to contractors and subcontractors for travel and subsistence expenses of Recipient forces and/or its contractors or subcontractors, claimed for reimbursement or applied as local match credit, shall not exceed rates authorized to be paid exempt non-represented State employees under current State of California Department of Human Resources (CalHR) rules. If the rates invoiced are in excess of those authorized CalHR rates, then Recipient is responsible for the cost difference and any overpayments shall be reimbursed to the MCTC on demand.

7. PROJECT COMPLETION

Recipient agrees to provide to the MCTC a short report summarizing total project costs and milestones, including before and after photos of the project, for each project within sixty (60) days of completion.

8. GOVERNING LAWS

This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Madera shall be the proper venue for any dispute arising hereunder.

9. CONFLICT OF INTEREST

Recipient warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.

10. CONSTRUCTION OF AGREEMENT

The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

11. WAIVER

Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

12. SUCCESSORS AND ASSIGNS

This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

13. TIME IS OF THE ESSENCE

The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

14. EXECUTION OF AGREEMENT

Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

15. ENTIRE AGREEMENT

This document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

16. TERMINATION DATE

This Agreement shall remain in effect for a period of three (3) years from the date of this Agreement.

17. AMENDMENTS

Any changes to Exhibit A of the Agreement requested by the Recipient shall be implemented by a written amendment to Agreement and approved by both parties.

IN WITNESS WHEREOF, MCTC and Recipient execute this Agreement as follows:

MADERA COUNTY TRANSPORTATION COMMISSION

Patricia Taylor
Executive Director

Date

Recipient:
CITY OF MADERA

Andrew J. Medellin, Mayor

Date

Approved as to Form:

Brent Richardson, City Attorney
CITY OF MADERA

Date

MADERA COUNTY TRANSPORTATION COMMISSION

Application for RSTP Exchange Funds

Exhibit A

Fiscal Year 2015-16

Application #

Applicant Agency: City of Madera

Project Manager: Keith B. Helmuth, P.E.

Planned Expenditures:

1. <u>Olive Ave Widening – Gateway Drive to Knox Street, R-10</u>	<u>\$ 657,124</u>
2. <u>Lake Street Widening – N/O Br. At Riverside Dr. to south of Cleveland Ave., R-46</u>	<u>\$ 23,359</u>
3. _____	<u>\$</u>
4. _____	<u>\$</u>
5. _____	<u>\$</u>
6. _____	<u>\$</u>
7. _____	<u>\$</u>
	TOTAL: <u>\$ 680,483</u>

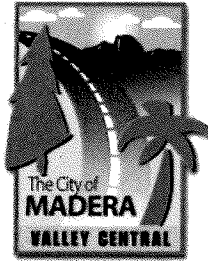
Submitted By:

Signature of Authorized Representative

City Engineer
Title Date

Reviewed By:

Signature of MCTC Representative



REPORT TO CITY COUNCIL

Approved By


Department Director

Council Meeting of December 21, 2016

Agenda Item Number B-6


City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT WITH GIERSCH & ASSOCIATES INC. FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR SEWER MAIN REPLACEMENTS AT SHERWOOD WAY AND WESSMITH WAY NEAR LAKE STREET, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

RECOMMENDATION:

That the City Council:

1. Approve Res. No. 16 - _____ approving Agreement with Giersch & Associates Inc.
2. Authorize the Mayor to execute the agreement.

SUMMARY:

The Agreement with Giersch & Associates Inc. is for the design of Sewer Main Replacements at Sherwood Way and Wessmith Way near Lake Street. The total project design budget programmed in the CIP and the FY 2016/17 Budget is \$50,000, which includes consultant design services and Engineering Department design support services. The total amount of the consultant agreement is \$41,925, which includes surveying and preliminary design, preparation of project plans, specifications, and estimate, and engineering support during bidding and construction. The project is included in the 2016/17 Budget and will be funded by the City's Sewer Utility Fund and Sewer Existing Area Impact Fees.

Engineering

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

www.madera-ca.gov

DISCUSSION:

The general scope of work for the project consists of the installation of approximately 155 feet of 15-inch sewer main to replace an existing 10-inch sewer main along Wessmith Way, extending east from Lake Street, and the installation of approximately 1,830 feet of 15-inch sewer main to replace an existing 12-inch sewer main along Sherwood Way, extending west from Lake Street. The replacement of these sewer mains was recommended in the 2014 Sanitary Sewer System Master Plan due to the current sewer main capacities being insufficient to accommodate current and future flows.

The City of Madera sent a Request for Proposal for Professional Engineering Design Services (RFP) to three firms selected from our list of qualified firms. RFPs were sent to Giersch & Associates Inc., Carollo Engineers, and CEI Engineering Associates, Inc. Prior to forwarding the RFP, all three firms were contacted to confirm their interest in submitting a proposal.

The City received one proposal from Giersch & Associates. After the submittal deadline, the other two firms informed the City that, although they initially indicated that they would submit a proposal, they later elected not to pursue the project.

Although the City received only one proposal, Staff is of the opinion that the project should proceed with Giersch & Associates Inc. as the designer for the following reasons:

- The City provided the opportunity to propose to three qualified firms, all of whom informed the City that they intended to submit a proposal.
- Re-solicitation of the RFP to gather additional proposals would extend the project schedule beyond that programmed in the City's Capital Improvement Program.
- The proposal received from Giersch & Associates Inc. complies with the requirements outlined in the RFP, Staff considers Giersch & Associates Inc. to be qualified to perform the work, and Staff considers their proposed fee to complete the work to be fair and reasonable.

FISCAL IMPACT:

There is no fiscal impact to the City's General Fund. The project is funded and included in the adopted City's FY 2016/17 CIP Budget. The funding source for project design is 53% from the City's Sewer Utility Fund (20400-511) and 47% from the Sewer Existing Area Impact Fees (DIF:40949) for Sherwood Way, and 50% from the City's Sewer Utility Fund (20400-511) and 50% from the Sewer Existing Area Impact Fees (DIF:40949) for Wessmith Way.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Action 101.6 – This entire effort supports this strategy to ensure infrastructure can sustain population growth in the development of the General Plan.

RESOLUTION NO. 16 - _____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
APPROVING AN AGREEMENT WITH GIERSCH & ASSOCIATES INC. FOR
PROFESSIONAL ENGINEERING DESIGN SERVICES FOR SEWER MAIN
REPLACEMENTS AT SHERWOOD WAY AND WESSMITH WAY NEAR LAKE
STREET, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

WHEREAS, funding for design work on the Sherwood Way and Wessmith Way Sewer Main Replacements Project has been included in the 2016/17 Budget and 2016/17 Capital Improvement Program; and

WHEREAS, engineering services by a professional firm is required for the design of the Project; and

WHEREAS, Giersch & Associates Inc. has the professional skills to perform the necessary services and City desires to retain Giersch & Associates Inc.; and

WHEREAS, the Agreement with Giersch & Associates Inc. for such professional engineering services is recommended for approval and a copy of such agreement is on file in the Office of the City Clerk.

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 with Giersch & Associates Inc. for professional engineering services in an amount not to exceed \$41,925, 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 agreement.
4. This resolution is effective immediately upon adoption.

* * * * *

**AGREEMENT WITH GIERSCH & ASSOCIATES INC. FOR
PROFESSIONAL ENGINEERING DESIGN SERVICES FOR SEWER MAIN
REPLACEMENTS AT SHERWOOD WAY AND WESSMITH WAY NEAR
LAKE STREET**

This Agreement made and entered into this 21st day of December, 2016, between the City of Madera, a municipal corporation of the State of California, hereinafter called "CITY", and Giersch & Associates Inc. in Madera, CA, hereinafter called "CONSULTANT".

WITNESSETH

WHEREAS, CITY plans to construct sewer main improvements along Sherwood Way and Wessmith Way near Lake Street in the City of Madera, California, hereinafter called "Project"; and

WHEREAS, CITY needs the services of a professional engineering firm to provide professional engineering design services for the Sewer Main Replacements at Sherwood Way and Wessmith Way near Lake Street project; and

WHEREAS, CONSULTANT is qualified and certified to provide the required professional engineering design services and is knowledgeable of the principals and practices of the industry associated with the design of sewer main replacements; and

WHEREAS, CITY desires to hire CONSULTANT for such professional engineering design services.

NOW THEREFORE:

The parties hereto mutually agree as follows:

1. SERVICES OF CONSULTANT:

CITY hereby hires CONSULTANT to provide professional engineering design services as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in the Scope of Work.

2. SCOPE OF WORK:

CONSULTANT shall provide the professional engineering design services as set forth in EXHIBIT A, "Scope of Work", attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

3. PROGRESS MEETINGS:

CONSULTANT shall communicate and meet with CITY staff at project progress meetings at intervals mutually agreed to between CITY and CONSULTANT to verify, refine and complete the project requirements and review the progress of the project. Such meetings shall be as set forth in the "Scope of Work," EXHIBIT A.

4. CITY'S OBLIGATIONS

The CITY shall provide the consultant with the following:

- a. Provide a Project Manager to work with CONSULTANT;
- b. Review all submittals timely;
- c. Pay all fees for permits;

5. COMPENSATION

The basic fee based on the estimated hours of work shown in EXHIBIT B, "Manpower Schedule and Fee Summary", attached hereto and incorporated herein by reference, for the work tasks itemized in the Scope of Work is \$41,925.

City and Consultant agree on the rates shown in EXHIBIT C, "Hourly Rate Schedule". It is understood and agreed by both parties that all expenses incidental to Consultant's performance of services, including travel expenses, are included in the basic fee shown in EXHIBIT B.

6. PAYMENT:

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of CONSULTANT'S monthly invoices for the work performed specified herein. CONSULTANT'S invoice shall specify the billed hours and hourly rates for each employee classification. The sub-consultants work shall be included on CONSULTANT 'S invoice with a copy of the sub-consultant's invoice attached. A report on summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

7. EXTRA SERVICES:

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Services or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed-to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget, provided, however, the City Engineer's authority is limited to expenditures not to exceed the amount of two thousand dollars (\$2,000).

8. AUDITS AND INSPECTIONS ACCESS:

CONSULTANT shall, upon reasonable notice and at any time during regular business hours, and as often as CITY may deem necessary, make available to the CITY or its authorized representative for examination, all of its books, records and data with respect to matters covered by this Agreement. CONSULTANT shall permit CITY to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.

9. LIABILITY INSURANCE:

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in

connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, or employees.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).
2. Insurance Service Office form number CA 0001 (Ed. 10/01) covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. CONSULTANT'S coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. 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.
2. Automobile Insurance: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors & Omissions): \$250,000 per claim and \$1,000,000 aggregate with a deductible not to exceed \$75,000, except that a higher deductible may be approved with appropriate documentation acceptable to the City's Risk Manager.

C. Deductibles and Self Insured Retentions

Any deductibles or self insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self insured retentions as respects the CITY, its officers, officials, employees, and designated volunteers; or the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expense.

D. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and designated volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations or automobiles owned, leased, hired or borrowed by the CONSULTANT. Insurance policies shall name the City of Madera its officers, officials, employees and volunteers as additional insured for all liability arising out of the operations by or behalf of the named insured in the performance of this Agreement. General liability coverage can be provided with two endorsement forms: 1) in the form of an additional insured endorsement to the Contractor's insurance, or as a separate owner's policy (CG 20 10 11 85 or its equivalent language) and 2) CG 20 10 10 01 and CG 20 37 10 01 endorsement form or its equivalent language.

2. For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and designated volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or designated volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute to it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers

CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the CITY or on other than the CITY'S forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

10. OWNERSHIP OF DOCUMENTS:

All original papers, documents, reports, drawings and other work product of CONSULTANT are instruments of service. All reports and legal documents shall include the professional's registration number and be stamped, signed and dated. All instruments of service shall, upon payment in full to CONSULTANT, become the property of the City whether the project for which they are prepared is executed or not. CONSULTANT shall be permitted to retain copies, including reproducible copies, of the instruments of service for information and reference. The instruments of service shall not be used by the CONSULTANT on other projects, except by agreement in writing by the City. In the event the City reuses such instruments of service, CONSULTANT shall be released and held harmless by the City from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.

Reuse of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk. CITY shall indemnify CONSULTANT for any damages incurred as a result of such reuse, including use of incomplete documents.

11. TIME OF COMPLETION:

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in EXHIBIT D, "Project Timeline":

B. CONSULTANT shall not be held responsible for delays caused by CITY review or by reasons beyond CONSULTANT'S control. Also CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.

C. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 13.

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on an agreed upon date for each individual project, unless extended by mutual agreement.

12. TERMINATION OF AGREEMENT:

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

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

1. An illegal use of funds by CONSULTANT;
2. A failure by CONSULTANT to comply with any material term of this Agreement;

3. A substantially incorrect or incomplete report submitted by CONSULTANT to CITY.

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

13. APPROVAL:

CITY will give reasonably prompt consideration to all matters submitted by CONSULTANT for approval to the end that there will be no significant delays in CONSULTANT'S program of work. An approval, authorization or request to CONSULTANT given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

14. HOLD HARMLESS:

CONSULTANT shall defend and indemnify the CITY, its officers, officials, employees and designated volunteers for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers, sub-consultants, agents, employees or contractors, in performing or failing to perform any work, services or functions under this Agreement.

15. RESPONSIBILITY FOR OTHERS:

CONSULTANT shall be responsible to CITY for its services and the services of its sub consultants. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

16. PROFESSIONAL RESPONSIBILITY:

CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the Services. CONSULTANT recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

17. PARTIES BOUND BY AGREEMENT:

This Agreement shall be binding upon CITY, CONSULTANT, and their successors in interest, legal representatives, executors, administrators and assigns with respect to all covenants as set forth herein. CONSULTANT shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

18. COMPLETE AGREEMENT OF PARTIES:

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

19. ASSIGNMENT WITH APPROVAL:

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

20. INDEPENDENT CONTRACTOR:

In performance of the work, duties and obligations assumed by CONSULTANT under this Agreement, it is mutually understood and agreed that CONSULTANT, including any and all of CONSULTANT'S officers, agents and employees will, at all times, be acting

and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions hereof.

CONSULTANT and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, CONSULTANT shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee to others unrelated to CITY or to this Agreement.

21. GOVERNING LAW:

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of California, located in Fresno County. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

22. AMENDMENTS:

Any changes to this Agreement requested either by CITY or CONSULTANT may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such in writing.

23. COMPLIANCE WITH LAWS AND WAGE RATES:

CONSULTANT shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of CONSULTANT'S services. CONSULTANT may use professional practices and standards regarding the interpretation of these laws.

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

24. CONSULTANT 'S LEGAL AUTHORITY:

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

25. NOTICES:

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in lieu or personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

CITY OF MADERA
Engineering Division
205 W. 4th Street
Madera, CA 93637

CONSULTANT
Giersch & Associates Inc.
421 North "I" Street
Madera, CA 93637

26. SOLE AGREEMENT:

This instrument constitutes the sole and only agreement between CONSULTANT and CITY respecting the Project and correctly sets the obligations of the CONSULTANT and CITY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

* * * * *

CITY OF MADERA

By: _____
Andrew J. Medellin, Mayor

GIERSCH & ASSOCIATES INC.

By:  _____
Michael Giersch, PE
President, Principal Engineer

94-2259021
Taxpayer I.D. Number

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

ATTACHMENTS

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
MANPOWER SCHEDULE AND FEE SUMMARY

EXHIBIT C
HOURLY RATE SCHEDULE

EXHIBIT D
PROJECT TIMELINE

EXHIBIT A – SCOPE OF WORK

An analysis of the City of Madera's sewer system has indicated that a ten (10) inch sewer along Wessmith Way east of Lake Street and a twelve (12) inch sewer along Sherwood Way west of Lake Street are undersized and exceed the recommended d/D (d =sewer flow depth, D =sewer diameter) during periods of peak flow. All sewers are proposed to be replaced with fifteen (15) inch diameter sewers.

The project tasks and estimated timelines are as follows:

Task 1 – Project Kickoff

Following execution of the contract, a meeting will be held with City staff to discuss the project in detail. The meeting will include identification of those areas with design concerns, project scheduling, milestones, etc. We will also coordinate with the City to establish methods of preferred communication, reporting requirements and quality control measures.

Deliverable – Meeting agenda and minutes

Task 2 – Topographic Survey/Project Research

2.1 Right-of-Way and Utility Research

Research the location of the existing right of way boundaries. Contact utility companies to collect as-built data for existing utility facilities.

2.2 Field Topographic Survey

The preliminary survey will identify the following:

- Location of curb and gutter and their relation to the street centerline of both of the street segments (Sherwood and Wessmith), and the location of all intersecting streets and alleys within the project limits.
- Location and invert elevations of sanitary sewer manholes, sewer service laterals, water valves and meters, drop inlets (both location and invert elevations), utility boxes and structures, street lights, utility poles and guy wires.

2.3 Base Plan Drafting

Prepare base plan CAD files for use in design and plan preparation. This will include all data collected during the field topographic survey.

Deliverables – None

Task 3 – Conceptual Design (30%)

3.1 Preliminary Design

G & A has identified three alternatives for upsizing the sewer. The preferred method is to use pipe bursting to upsize the sewer in its current

alignment. That would eliminate the need for open trenching and the costs associated with backfill, bedding and trench resurfacing.

If pipe bursting is deemed as too costly, one alternative would be to construct the larger sewer along a different alignment so that the existing sewer can continue to function with minimal interruption. The sewer along Sherwood Way is located 22 feet south of center line, with the paralleling domestic water line twelve (12) feet to the north. In this situation, the sewer line could conceivably be constructed along the street center line, as the majority of the sewers in the City already are. However, this alternative would involve the need to extend the existing service laterals which are primarily located on the south side of the street.

The third alternative would be to replace the sewer in its current alignment and arrange sewer flows to be bypassed around the sections under construction.

Areas with potential utility conflicts will be identified, and where information is lacking, the utilities in question would be contacted and directed to "pothole" their facilities so that an exact elevation can be determined.

3.2 Plan Preparation

Prepare preliminary improvement plans showing proposed improvements and their location with respect to the street center line, as well as all items identified in paragraph 2.2 "Field Topographic Survey." The plans would include both a plan view, anticipated to be a 1"=40' scale, as well as a profile view, anticipated to be a 1'=2' scale.

3.3 Conceptual Design Meeting with City

Meet with the City to present the conceptual design and discuss design comments as needed.

Deliverable – Three (3) full-size sets of conceptual plans, electronic .pdf's, conceptual design meeting agenda and minutes.

Task 4 – Plans, Specifications and Estimate (60% PS&E)

4.1 Review of City Comments

Review and incorporate any applicable comments from the City. Conduct meeting to discuss design comments with City if necessary.

4.2 60% Preparation and Submittal of Improvement Plans, Specifications and Estimate

- Preparation of full improvement plans, including: a) cover sheet, b) notes and sections, c) topography and demolition plan, d) improvement plan(s), e) striping and signing plan (if applicable) and f) construction details.

- Prepare draft technical specifications for the project.
- Prepare a Preliminary Engineer's Estimate.
- Submittal of the 60% PS&E to the City for review and comment.

Deliverables – Three (3) sets of 60% preliminary PS&E and electronic copy, 60% meeting agenda and minutes.

Task 5 – Plans, Specifications and Estimate (90% PS&E)

5.1 Review of City Comments

Review and where applicable, revise plans and/or specifications to address City comments.

Deliverables – Three (3) sets of 90% PS&E and electronic copy.

Task 6 – Final Contract Documents (100% PS&E)

6.1 Prepare 100% PS&E

Complete improvement plans, technical specifications and Estimate to be ready for bid advertisement. Review City comments and when applicable, revise the Contract documents accordingly, and submit the final Contract documents to the City.

Deliverables – Contract documents, mylar set of plans, project CAD files

Task 7 – Pre-Bid and Advertising Support Services

7.1 Pre-Bid and Pre-Construction Meetings

Attend conferences with City staff and bidders/Contractor, including the pre-bid and the pre-construction meeting.

7.2 Bid Advertisement Support Services

Provide support services during the bid and pre-construction periods, including responding to bidder's questions, review of RFIs, and review of Contractor's submittals.

Task 7 Deliverables – Meeting notes, response to questions, RFIs, and submittals.

Task 8 – Construction Support Services

G & A's office is located approximately a mile from the project area. The proximity of the office location will allow for a prompt response to any situations that may develop during construction of the improvements.

EXHIBIT B
MANPOWER SCHEDULE AND FEE SUMMARY
City of Madera Sewer Replacement - Sherwood Way and Wessmith Way

TASK		Note	Principal Engineer	Senior Engineer	2-Man Survey PW	Licensed Surveyor	CAD Surveyor	CAD Draftsman	Clerical/Secretary	Total Station	Task Hours
1.	Kickoff Meeting		1	1		1					
2.	Preliminary Surveying			3	32	24				24	83
3.	Processing of Survey Data/Prelim. Layout			2				24			26
4.	Progress Meeting w/City (30%)		1.5	1.5							3
5.	Utility Coordination			10					3		13
6.	Preparation of PS&E		12	38				60	15		125
7.	Progress Meeting w/City (60%)		1.5	1.5							3
8.	Incorporation of Plan Review Comments, Develop Final Cost Estimate			8				8	4		20
9.	Bid Advertisement Support			4					2		6
10.	Construction Support		2	12							14
											0
											0
Subtotal Hours			17	80	32	25	0	92	24	24	293
Giersch & Assoc. Hourly Rate			\$140	\$130				\$75			
			\$2,380	\$10,400				\$1,800			\$14,580
Estimated Cost of Subconsultant Services					\$9,600	\$3,125		\$11,500		\$1,200	\$25,425
											\$1,200
											\$720
											\$41,925
<i>Estimated Overall Cost of Consultant Services</i>										NTE	\$41,925

Exhibit B. Work Elements

**EXHIBIT C
HOURLY RATE SCHEDULE
Prevailing Wage
FEES FOR PROFESSIONAL SERVICES
*August 1, 2016**

EMPLOYEE CLASSIFICATION	RATE 36
	<u>HOURLY RATE</u>
<u>ENGINEERING</u>	
Principal Engineer	140.00
Senior Engineer	130.00
Senior Licensed Surveyor	125.00
Project/Resident Engineer	120.00
Expert Witness & Preparation, PE	250.00
Senior CAD Drafting Technician	125.00
Two Man Survey Crew	300.00
Total Station	50.00
<u>OFFICE SUPPORT</u>	
Clerical	75.00
<u>FIELD SUPPORT</u>	
Senior Engineer Inspector	130.00
<u>MISCELLANEOUS</u>	
Outside Consultant Services	Cost + 10%
Misc. Outside Services	Cost + 10%
Project Advertisement Fee	Cost + 10%
**Travel -Automobile	60 Per Mile
**Photo Processing each	1.00
**Reproducible Copies Blk. & Wht. up to 11x17 each	.20 to .30
**Reproducible Plans Blk. & Wht. 24x36 each	3.00
**Reproducible Plans Color 24x36 each	5.50

Note: Minimum increment of time billed for phone calls is a quarter of an hour. In most cases several brief calls can be combined over the course of a day or week into one .25 hourly charge. Word processing and correspondence will be billed at the minimum of a quarter of an hour. Personal conferences will be billed for the time spent to the closest quarter of an hour.

It is understood and agreed that the aforementioned rates and charges include all normal equipment and materials used in connection with the production of the required professional services. Giersch & Associates will furnish monthly billings for all services rendered and supplies furnished in accordance with the above compensation provisions. Payments shall be due and payable to Giersch & Associates upon presentation. A late payment finance charge will be computed at a periodic rate of 1.5 percent per month and will be applied to any unpaid balance commencing thirty (30) days after the date of the original invoice.

* This Fee Schedule subject to revision annually. If the awarding body elects to initiate and enforce a labor compliance program, hourly rates shall be adjusted to meet the State of California Industrial Relations Prevailing Wages, and the contract amount shall be adjusted accordingly.

** Subject to Increase

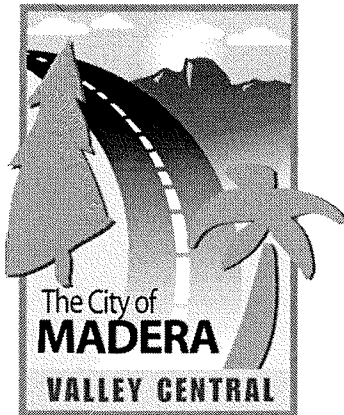
EXHIBIT D - PROJECT TIMELINE

December 22, 2016	Execute Consultant Agreement
January 2–13, 2017	Kickoff Meeting, Preliminary Surveying
January 16-27, 2017	Processing of survey data, preliminary plan layout
January 30 – February 17, 2017	Preparation of 30% plans, development of project costs of alternatives
February 21 – March 10, 2017	Utility coordination/submittal of 30% plans to utilities and to City for review
March 13 – March 24, 2017	Awaiting utility comments; commence preparation of Specifications and Contract documents
March 27 – April 7, 2017	Revision of project plans to incorporate comments from City and utility providers
April 10 – April 21, 2017	Submittal of 60% PS&E to City for review and comment
April 24 – May 5, 2017	City review of 60% PS&E
May 8 – May 19, 2017	Receipt of comments; revisions to PS&E; Submittal of 90% PS&E to City
May 22 – June 2, 2017	City review of 90% PS&E
June 5 – 9, 2017	Receipt of comments; revisions to PS&E; Submittal of 100% PS&E to City

* Please note that this schedule may be impacted to some degree by the following:

- 1) Potential weather related delays which could delay the preliminary survey
- 2) Review times by other agencies over which we have little control

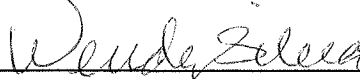
REPORT TO CITY COUNCIL




Council Meeting of December 21, 2016

Agenda Item Number B-7

Approved by:



Department Director



City Administrator

Consideration of a Minute Order Rejecting a Claim filed by Ray Padilla

RECOMMENDATION

It is recommended Council reject the claim filed by Ray Padilla. The City will send a rejection notice to Mr. Padilla.

HISTORY

A claim was filed on November 10, 2016. The claimant alleged that he sustained damage to the paint on the front portion of his vehicle after striking a planter box when pulling into a parking space on the corner of "C" Street and Yosemite. The claimant stated that there should be a wheel stop installed in the parking space so that vehicles do not hit the cement planter adjacent to the space. Mr. Padilla included a repair estimate for the chipped paint for \$672.51. The claim was filed timely and sufficiently.

SITUATION

Mr. Padilla alleges that on November 7, 2016, he pulled into a parking space on the corner of "C" Street and Yosemite and struck the cement planter adjacent to the space. Mr. Padilla felt there should be a cement wheel stop installed in the space to prevent cars from running into the planter. Mr. Padilla is seeking \$672.51 from the City to repair the chipped paint on the front portion of his vehicle.

Suzanne Johnson, AIMS, investigated the claim. Ms. Johnson discussed the matter with City employee Bob Mack, Streets and Storm Drainage Operations Manager. He advised Ms. Johnson that in speaking with City Engineer, Keith Helmuth, that the City was not going to modify the subject parking space or the planter because it was not an area of concern. Mr. Mack further stated that he was not aware of any notice and/or complaints regarding the planter or the

parking space prior to this incident. He indicated that the incident was caused by Mr. Padilla's negligence.

Based on Ms. Johnson's investigation she found no evidence of negligence and/or liability on the part of the City. The accident was due to driver error since Mr. Padilla collided with a stationary object. The planter box is not considered a dangerous condition. It is a visible, obvious decorative object.

Ms. Johnson has recommended the claim be rejected. Staff concurs with her recommendation.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Rejection of claims filed under Government Code §910 is not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

CITY OF MADERA

CLAIM FORM

(Please Type Or Print)

RECEIVED

City of Madera City Clerk

By: D. Alvarez

Date: 11/10/16

CLAIM AGAINST CITY OF MADERA

Claimant's name: RAY PADILLA (Name of Entity) Telephone Number [REDACTED]

SS#: [REDACTED] DOB: [REDACTED] Gender: Male Female

Claimant's address: [REDACTED]

Address where notices about claim are to be sent, if different from above: SAME

Date of incident/accident: MONDAY NOV. 7 2016

Date injuries, damages, or losses were discovered: NOV. 7 2016

Location of incident/accident: CORNER OF "C" ST AND YOSEMITE

What did entity or employee do to cause this loss, damage, or injury? PARKING SPACE CAUSES DAMAGE TO FRONT OF VEHICLE WHEN PARKING
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? N/A

What specific injuries, damages, or losses did claimant receive? MY CAR HAS A CHIP IN THE FRONT CAUSED BY A CEMENT PLANTER
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]

I WANT THE CHIPPED PAINT FIXED BY THE CITY

How was this amount calculated (please itemize)? I DON'T KNOW WHAT IT WILL COST - SEE ESTIMATE

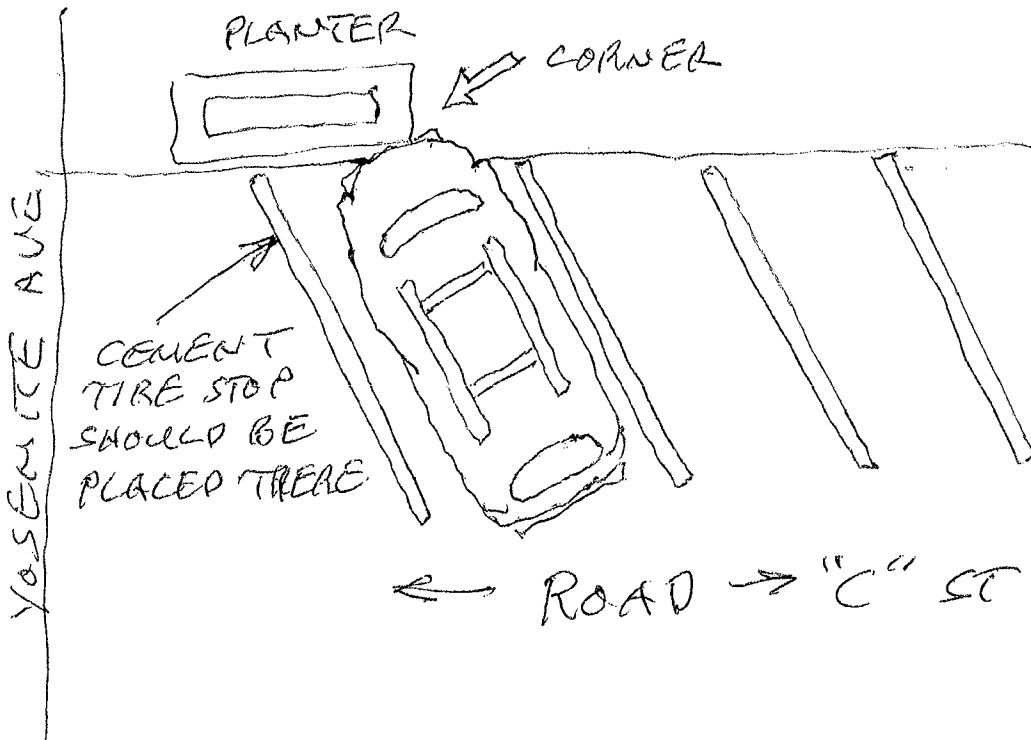
(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 11-10-16 Signature: [Signature]

If signed by representative:
Representative's Name _____ Address _____
Telephone # _____
Relationship to Claimant _____

THE WAY THAT PLANTER IS SITUATED, IT IS HARD TO TELL WHEN PARKING THE CAR THAT THE FRONT IS APPROACHING THE PLANTER SO CLOSE. THE PLANTER SHOWS WORN AND DENTED WEAR AND TEAR FROM FORMER CARS AND TRUCKS WHICH HAVE HIT THAT PLANTER.

DIAGRAM



SOMEONE NEEDS TO GO WITH ME TO SEE THIS. TIRE CEMENT STOPS SHOULD BE PLACED TO PREVENT CARS FROM SMASHING INTO THE PLANTER. I AM ASKING THE CITY TO PAY FOR THIS PAINT CHIP DAMAGE WHICH WAS CAUSED BY THE PLANTER.

SILVA'S AUTO BODY
201 South C Street, MADERA, CA 93638
Phone: (559) 674-8591
FAX: (559) 674-4312

Workfile ID: 615731d6
Federal ID: 47-5388429
State EPA: CAL 000 413 433
License Number: 30000902
BAR: ARD00242942

Preliminary Estimate

Customer: PADILLA, RAY

Job Number:

Written By: Lori Lagow

Insured: PADILLA, RAY
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
PADILLA, RAY

Inspection Location:
SILVA'S AUTO BODY
201 South C Street
MADERA, CA 93638
Repair Facility
(559) 674-8591 Business

Insurance Company:
CUSTOMER PAY

VEHICLE

2011 HYUN Tucson GLS Automatic FWD PZEV 4D UTV 4-2.4L Gasoline MPI green

VIN: KM8JU3AC6BU198335 Interior Color: Mileage In: 31,509 Vehicle Out:
License: DP694CN Exterior Color: green Mileage Out:
State: CA Production Date: 10/2010 Condition: Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

DECOR

Dual Mirrors

Privacy Glass

Console/Storage

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Steering Wheel Touch Controls

Rear Window Wiper

Telescopic Wheel

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

Blind Spot Detection

ROOF

Luggage/Roof Rack

SEATS

Cloth Seats

Bucket Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

Metallic Paint

OTHER

Rear Spoiler

TRUCK

Power Trunk/Gate Release

Preliminary Estimate

Customer: PADILLA, RAY

Job Number:

2011 HYUN Tucson GLS Automatic FWD PZEV 4D UTV 4-2.4L Gasoline MPI green

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER & GRILLE					
2	R&I	R&I bumper cover		0	0.00	1.1	0.0
3	* <>	Rpr Bumper cover		0	0.00	1.0	3.0
4		Add for Clear Coat		0	0.00	0.0	1.2
5	R&I	Lower cover		0	0.00	0.2	0.0
6	R&I	License bracket		0	0.00	0.2	0.0
7	R&I	Upper grille painted type		0	0.00	Incl.	0.0
8	R&I	Lower grille painted type		0	0.00	0.3	0.0
9	#	FLEX ADDITIVE		1	8.00	0.0	0.0
10	#	Rpr TINT COLOR		0	0.00	0.5	0.0
11		OTHER CHARGES					
12	#	E.P.C.		1	4.00		
SUBTOTALS					12.00	3.3	4.2

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			8.00
Body Labor	3.3 hrs @	\$ 65.00 /hr	214.50
Paint Labor	4.2 hrs @	\$ 65.00 /hr	273.00
Paint Supplies	4.2 hrs @	\$ 38.00 /hr	159.60
Other Charges			4.00
Subtotal			659.10
Sales Tax	\$ 167.60 @	8.0000 %	13.41
Grand Total			672.51
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			672.51

Preliminary Estimate

Customer: PADILLA, RAY

Job Number:

2011 HYUN Tucson GLS Automatic FWD PZEV 4D UTV 4-2.4L Gasoline MPI green

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:

MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART, A=APPROXIMATE PRICE. LABOR TYPES: B=BODY LABOR, D=DIAGNOSTIC, E=ELECTRICAL, F=FRAME, G=GLASS, M=MECHANICAL, P=PAINT LABOR, S=STRUCTURAL, T=TAXED MISCELLANEOUS, X=NON TAXED MISCELLANEOUS. CCC ONE: ADJ=ADJACENT, ALGN=ALIGN, A/M=AFTERMARKET, BLND=BLEND, CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION, D&R=DISCONNECT AND RECONNECT, EST=ESTIMATE, EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY, INCL=INCLUDED, MISC=MISCELLANEOUS, NAGS=NATIONAL AUTO GLASS SPECIFICATIONS, NON-ADJ=NON ADJACENT, O/H=OVERHAUL, OP=OPERATION, NO=LINE NUMBER, QTY=QUANTITY, RECOND=RECONDITION, REFN=REFINISH, REPL=REPLACE, R&I=REMOVE AND INSTALL, R&R=REMOVE AND REPLACE, RPR=REPAIR, RT=RIGHT, SECT=SECTION, SUBL=SUBLET, LT=LEFT, W/O=WITHOUT, W/_=WITH/_ SYMBOLS: #=MANUAL LINE ENTRY, *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED], **=DATABASE LINE WITH AFTERMARKET, N=NOTES ATTACHED TO LINE. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

Preliminary Estimate

Customer: PADILLA, RAY

Job Number:

2011 HYUN Tucson GLS Automatic FWD PZEV 4D UTV 4-2.4L Gasoline MPI green

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARR1026, CCC Data Date 11/8/2016, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

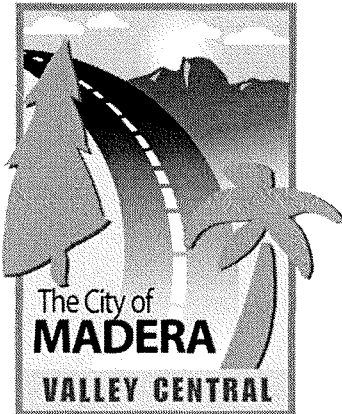
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blend=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

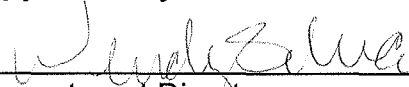
REPORT TO CITY COUNCIL




Council Meeting of December 21, 2016

Agenda Item Number B-8

Approved by:



Department Director



City Administrator

Consideration of a Minute Order Rejecting a Claim filed by Maria Chavin

RECOMMENDATION

It is recommended Council reject the claim filed by Maria Chavin. The City will send a rejection notice to Ms. Chavin.

HISTORY

A claim was filed on November 7, 2016. The claimant alleged that a hidden tree stump caused her to trip and fall. Ms. Chavin indicated that she tripped over the tree stump and fell face first into the street, causing her eyeglasses to break, a black eye and a wound that needed four stitches on the outer edge of her right eyebrow. Ms. Chavin was seeking \$748.00 for medical care and to replace her eye glasses. The claim was filed timely and sufficiently.

SITUATION

Ms. Chavin alleges that on September 12, 2016, she was walking from the museum parking lot on 6th Street to the County Courthouse. She crossed the sidewalk and walked into the strip of grass where she tripped over a tree stump. Ms. Chavin indicated that the tree stump was hidden by grass. She stated that she fell forward off the curb, did a face plant and skidded across the asphalt in the street. Ms. Chavin further stated that she received a black eye and needed four stitches in her eyebrow above the right eye. Her prescription eyeglasses were bent and the lenses and frames were scratched. Ms. Chavin is seeking \$748.00 from the City for reimbursement for two office visit copays totaling \$40.00 and for the replacement of her prescription eyeglasses of \$708.00.

Suzanne Johnson, AIMS, investigated the claim. Ms. Johnson discussed the matter with City employee Andrew Martinez, Neighborhood Preservation Specialist II. He advised that he received a call from Sergeant Nick Davis of the County Sheriff's Department. Sergeant Davis stated that a woman tripped on a

tree stump located in the park strip on 6th Street adjacent to Courthouse Park. Mr. Martinez inspected the loss location. The tree stump was raised a few inches out of the ground. Upon inspection, the grass area was recently mowed and the tree did not appear to be freshly cut. Mr. Martinez received no prior notice or complaints regarding the tree stump. On December 1, 2016, Mr. Martinez took photographs showing that the subject tree stump had been removed.

Ms. Johnson spoke to City employee John Scarborough, Parks Planning Manager. Mr. Scarborough indicated that the County of Madera recently went through the adjacent County Park and cut down the old tree growth. He further stated that since the County is the adjacent property owner, it was responsible for maintaining the grass and trees in the park strip even though the tree was in the City's right-of-way. He also indicated that the subject tree was not removed by the City and he did not receive any complaints or prior notice about the subject tree stump prior to the date of loss.

Ms. Johnson also spoke to City employee Keith Helmuth, City Engineer. Mr. Helmuth stated that whomever cut down the tree should have obtained an encroachment permit from the City since the tree was in the City's right-of-way. It was his understanding that the tree was cut down by the County. Mr. Helmuth did not receive any prior complaints regarding the tree stump. He believed the City should advise Sergeant David that the County is responsible for the subject tree stump.

Ms. Johnson then spoke to City employee Eric Portnoff, Engineering Technician. Mr. Portnoff writes encroachment permits and stated that in order to remove a tree in the City's right-of-way, the property owner would need to obtain a permit from the City. The request for tree removal would then need to be approved by Mr. Scarborough. Mr. Portnoff has not written any permits to the County for tree removal at the subject loss location.

Based on Ms. Johnson's investigation she found no evidence of negligence and/or liability on the part of the City. The County of Madera is responsible for maintaining the park strip where the tree stump was located even though the stump was in the City's right-of-way.

Ms. Johnson has recommended the claim be rejected. Staff concurs with her recommendation.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Rejection of claims filed under Government Code §910 is not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

CITY OF MADERA

CLAIM FORM

(Please Type Or Print)

RECEIVED

City of Madera City Clerk

By: D. Alvarez

Date: 11/7/16

CLAIM AGAINST City of Madera
(Name of Entity)

Claimant's name: Maria K Chauin Telephone Number [Redacted]

SS# [Redacted] DOB: [Redacted] Gender: Male [Redacted] Female [Redacted]

Claimant's address: [Redacted]

Address where notices about claim are to be sent, if different from above: _____

Date of incident/accident: September 12, 2016

Date injuries, damages, or losses were discovered: Same as above

Location of incident/accident: 10th St. (across from County Courthouse)

What did entity or employee do to cause this loss, damage, or injury? hidden tree stump
Caused me to trip. see a Hatched
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? N/A

What specific injuries, damages, or losses did claimant receive? See a Hatched

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)] \$ 748.00

How was this amount calculated (please itemize)? \$ 40.00 for 2 co-pays to Dr. Birdwell who gave me stitches - \$ 708.00 for replacement glasses.
(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: Nov 1, 2016 Signature: Maria K Chauin

If signed by representative:
Representative's Name _____ Address _____
Telephone # _____
Relationship to Claimant _____

I was crossing 6th Street, going to the Courthouse. I parked behind the museum, crossed over the sidewalk and was walking through the grass between the sidewalk and curb. There was a tree stump, that could not be seen because of the grass and I tripped over it. I wound up doing a face plant in the street requiring 4 stitches on the outside edge of my eyebrow of my right eye.

Injuries & Damages

- *I received a black eye on my right eye
- *4 stitches in my eyebrow above my right eye.
- *my prescription glasses were bent, lensed and frame scratched.

GENERAL OPTOMETRY

CONTACT LENSES



Rod A. Garcia, O.D.

620 W. Yosemite Ave.
Madera, CA 93637
(559) 674-6268

Amie Trautman
Optical Manager
Fax (559) 674-7317

NAME Maria Chavin

START DATE 09/19/2014

ACCT 502319

RECALL DATE: 6 months 1 year 2 years

D.O.B. [REDACTED]

HOME# _____

MEMBER I.D.# _____

WORK/CELL# [REDACTED]

INSURANCE INFO

NONE VSP _____ MES SUPERIOR MEDICARE OTHER _____

EXAM ONLY

DATE BILLED _____ CHART FILED _____

NOTES Materials only

Make CL Appt. Appt. for FU check Rtn for Dilation Rtn for I.O.P Rtn for VF Rtn for Ton.

RX INFO OD _____ 20/ ADD _____ PRISM _____
OS _____ 20/ ADD _____ PRISM _____

DIAGNOSIS CODES _____
TREATMENT CODES _____
SERVICE CODES _____
MATERIAL CODES _____

*Replacement for
Broken glasses &
damaged lenses.*

Rx #1	Rx #2	Rx #3	Contact Lenses
Materials Ordered _____	Materials Ordered _____	Materials Ordered _____	CL Ordered _____
Expect Date _____	Expect Date _____	Expect Date _____	Expect Date _____
Delay @ Lab _____	Delay @ Lab _____	Delay @ Lab _____	Delivery Delay _____
Lab Notified _____	Lab Notified _____	Lab Notified _____	Supplier Notified _____
Expect Date _____	Expect Date _____	Expect Date _____	B/O Date _____
Patient Notified _____	Patient Notified _____	Patient Notified _____	Patient Notified _____
Materials Rcvd _____	Materials Rcvd _____	Materials Rcvd _____	CL Rcvd _____
Materials Anlyzd _____	Materials Anlyzd _____	Materials Anlyzd _____	Patient Notified _____
Lab REDO _____	Lab REDO _____	Lab REDO _____	Materials Disp _____
_____	_____	_____	Special Notes
New Expect Date _____	New Expect Date _____	New Expect Date _____	<u>ROD A. GARCIA, O.D.</u>
Patient Notified _____	Patient Notified _____	Patient Notified _____	<u>620 W. YOSEMITE AVE.</u>
Materials Rcvd _____	Materials Rcvd _____	Materials Rcvd _____	<u>MADERA, CA 93637</u>
Materials Anlyzd _____	Materials Anlyzd _____	Materials Anlyzd _____	Fees
Patient Notified _____	Patient Notified _____	Patient Notified _____	Professional Srv _____
Materials Disp _____	Materials Disp _____	Materials Disp _____	Materials _____
Special Notes _____	Special Notes _____	Special Notes _____	Ins. Deductible _____
_____	_____	_____	Ins. Overages _____
_____	_____	_____	Ins. Adjustment _____
_____	_____	_____	Total <u>\$ 708.⁰⁰</u>
_____	_____	_____	Payments:
_____	_____	_____	cash _____
_____	_____	_____	chk <u>20</u>
_____	_____	_____	cc _____
_____	_____	_____	Amount _____
_____	_____	_____	Balance <u>\$ 708.⁰⁰</u>

Material Description

- 1) Frame
- 2) << LENSES >> \$315
- 3) Single Vision, Glass or Pl.
- 4) Single Vision, Polycarb
- 5) Bifocal, Reg. Glass or Pl.
- 6) Bifocal, TT35
- 7) Bifocal, Exec
- 8) Trifocal, Reg. Glass or Pl.
- 9) Trifocal, TT35
- 10) Trifocal, Exec
- 11) Dble Seg. Bifocal
- 12) Progressive Multifocal \$274
- 13) Blended Bifocal
- 14) << LENS EXTRAS >>
- 15) Oversize, Single-Vision
- 16) Oversize, Multifocal
- 17) High power
- 18) Hi-index glass, S.V.
- 19) Hi-index glass, multi-focal
- 20) Hi-index plastic, S.V.
- 21) Hi-index plastic, M.P.
- 22) Photochromatic, Single Vis.
- 23) Photochromatic, Multifocal
- 24) Tint, Glass, Solid
- 25) Tint, Plastic, Solid
- 26) Tint, Plastic, Gradient
- 27) Glass Coating, Solid
- 28) Glass Coating, Gradient
- 29) Glass Coating, Lustralite
- 30) UV Coating
- 31) A
- 32) Multi-coat anti-reflective \$119
- 33) Polaroid, S.V.
- 34) Polaroid, Multifocal
- 35) Facetting, Plastic, S.V.
- 36) Facetting, Plastic, Multifocal
- 37) Scratch coat - plastic lenses
- 38) Prism
- 39) Slab Off
- 40) Tint Removal, Pl. or Poly
- 41) Edge Coat
- 42) Polish edge, plastic
- 43) Polish edge, glass
- 44) Zyl halfeye mount
- 45) Metal halfeye mount
- 46) Rimless mount
- 47) Mount in used frame
- 48) Edge to metal
- 49) Hinge Repair
- 50) Solder
- 51) Miscellaneous
- 52) << CONTACT LENSES >>
- 53) Yes, 1st Time Wearer
- 54) Soft, Daily Wear Sphere
- 55) Soft, Astigmatic RW
- 56) Soft, Extended Wear Sphere
- 57) Soft, Special EW
- 58) Soft, Disposable
- 59) Soft, Extended Wear Toric
- 60) Soft, Bifocal Toric
- 61) Soft, Bifocal
- 62) Soft, Tinted Lenses Add
- 63) Hard, Reg.
- 64) Gas Permeable, Sphere.
- 65) Gas Permeable, Bifocal
- 66) Special Lenses By R
- 67) \$25 Less For Prev. Wearer

Material Description

- 68) << REPLACEMENT LENSES >>
- 69) Soft, DW Sphere Standard
- 70) Soft, DW Sphere Premium
- 71) Soft, DW Astigmatic
- 72) Soft, EW Sphere Standard
- 73) Soft, EW Sphere Premium
- 74) Soft, EW Toric
- 75) Soft, Bifocal Standard
- 76) Soft, Bifocal Premium
- 77) Soft, Enhancement Tint
- 78) Soft, Opaque Tint
- 79) Gas Permeable, Sphere
- 80) Gas Permeable, Toric
- 81) Gas Permeable, Bifocal
- 82) Other Lenses By Request
- 83) << CONTACT LENSES ON INS. >>
- 84) Hard CL, Sphere, INS
- 85) Gas Perm. Sphere, INS
- 86) Air Lens, INS
- 87) Special Design, Quote, INS
- 88) Soft, Daily Wear, INS
- 89) Soft; Aquaflex, CSI, DS2, INS
- 90) Astigmatic, Soft DW, INS
- 91) Soft, Ext. Wear, INS
- 92) Soft, EW: CSTT, HCL, DS3, INS
- 93) Soft, Ext. Wear Astig., INS
- 94) Soft Bifocal: PAI, Ciba, INS
- 95) Soft Bifocal #2, INS
- 96) Gas Perm. Bifocal, INS
- 97) Soft, Tinted Sphere, INS
- 98) Others By Request, INS
- 99) << VSP >>
- 100) VSP Frame
- 101) Oversize not covered by VSP SV
- 102) Oversize not covered by VSP MF
- 103) Pl Tint not covered by VSP -S
- 104) Plastic tint - multifocal
- 105) Pl Grad. Tint not covered VSP
- 106) UV coat
- 107) Glass tint - S.V.
- 108) Glass tint - MF
- 109) Glass coating - solid
- 110) Glass gradient tint - coating
- 111) Hi index glass - SV
- 112) Hi index glass - MF
- 113) Hi index plastic <1.6 SV
- 114) Hi index plastic <1.6 MF
- 115) Hi index plastic >1.6 SV
- 116) Hi index plastic >1.6 MF
- 117) Photochromics gl SV
- 118) Photochromics gl MF
- 119) Autumn gold SV
- 120) Autumn gold MF
- 121) Photochromic plastic SV
- 122) Photochromic plastic MF
- 123) Polarized SV
- 124) Polarized MF
- 125) Polycarbonate MF
- 126) Near variable focus
- 127) Scratch Coat - VSP
- 128) Anti-reflection coat
- 129) Multi-layer AR coat
- 130) Pl faceted - S.V.
- 131) Pl faceted - MF VSP
- 132) Edge treatment
- 133) VSP Progressive Lens

Material Description

- 134) << MEDICARE >>
- 135) Frame
- 136) Engrl Vis [Plano to p4D]
- 137) Engrl Vis [p4.12 to p7.00]
- 138) Engrl Vis [7.12 to 20.00]
- 139) Engrl Vis [p4.00D, 0.12-2.00D]
- 140) Engrl Vis [p4.00D, 2.12-4.00]
- 141) Engrl Vis [p4.00D, 4.25-6.00D]
- 142) Engrl Vis [4.00D, 6.00 +]
- 143) Engrl Vis [p4.25D, .12-2.00D]
- 144) Engrl Vis [p4.25D, 2.12-4.00D]
- 145) Engrl Vis [7.00D, 4.12-6.00D]
- 146) Engrl Vis [p7.25D, .25-2.25D]
- 147) Engrl Vis Lenticular
- 148) Engrl Vis Full Field
- 149) Bifocal [Plano to p4.00D]
- 150) Bifocal [p4.12D to p7.00]
- 151) Bifocal [p7.12D to p20.00]
- 152) Bifocal [p4.00D, .12-2.00D]
- 153) Bifocal [p4.00D, 2.12-4.00D]
- 154) Bifocal [p4.00D, 4.25-6.00D]
- 155) Bifocal [
- 156) Bifocal [p4.25D, 2.12-4.00D]
- 157) Bifocal [p4.25D, 2.12-4.00D]
- 158) Bifocal [p4.25D, 4.25-6.00D]
- 159) Bifocal [p7.25D, 0.25-2.25D]
- 160) Bifocal Lenticular
- 161) Bifocal seg over 28 mm
- 162) Bifocal add over 3.25
- 163) Bifocal Full Field
- 164) Trifocal [plano to p4.00D]
- 165) Trifocal [p4.21 to p7.00]
- 166) Trifocal [7.12 to 20.00]
- 167) Trifocal [p4.00D, .12-2.00 Cyl]
- 168) Trifocal [p4.00D Sphere]
- 169) Trifocal [p4.00etc, 4.25-6.00D]
- 170) Trifocal [4.00 , > 6.00DC]
- 171) Trifocal [>4.25, <2.00DC]
- 172) Trifocal [>4.25, >2.00DC]
- 173) Trifocal [p4.25etc, 4.25-6.00D]
- 174) Trifocal Seg Width [Over 28mm]
- 175) Gas Permeable
- 176) Gas Permeable Extended
- 177) Hydrophilic
- 178) Hydrophilic Extended
- 179) Hydrophilic, Toric
- 180) Balance Lens (Single Vision)
- 181) Balance Lens (Bifocal)
- 182) Slab Off Prism [Glass or Plas]
- 183) Prism
- 184) Fresnel Prism
- 185) Tint, Plastic [Rose]
- 186) Tint, Plastic [NOT ROSE]
- 187) Tint, Glass [Rose]
- 188) Tint, Glass [NOT Rose]
- 189) Tint, Photochromatic
- 190) Anti-Reflective Coating
- 191) UV Coating
- 192) Scratch Res. Coating
- 193) Lens Quartz

\$708



**CALIFORNIA'S
VALUED TRUST**
Health Benefits for the Education Community

520 EAST HERNDON
FRESNO, CA 93720

EXPLANATION OF BENEFITS

002260

ISSUE DATE	PAGE	E001518
September 14, 2016	00001 OF 00003	

Subscriber's Name: **MARIA K. CHAVIN**
 Identification Number: [REDACTED]
 Group Number: **13929C**
 Group Name: **CVT - CALIFORNIA'S VALUED TRUST**
 Product: **Prudent Buyer Classic**

MARIA K. CHAVIN
[REDACTED]

4

000796030101

Patient's Name: MARIA CHAVIN	Sequence Number: 1144605585	201600502
Claim Number: 16257CY9495	Provider of Services: TRICIA BIRDWELL INC	
Claim Processed Date: 09/14/16	Place of Service: Office	
	Patient Acct. Number: [REDACTED]	
Paid Amount: \$280.03		To: TRICIA BIRDWELL INC
It is your responsibility to pay: \$20.00		It is not your responsibility to pay: \$124.97

Thank you for using a Network Participating Provider.

SERVICE DATE(S)	TYPE OF SERVICE	TOTAL BILLED	OTHER AMOUNT(S)	PATIENT SAVINGS	APPLIED TO DEDUCTIBLE	COINSURANCE COPAYMENT AMOUNT	CLAIMS PAYMENT
09/12/16	Office Visit	175.00		75.85/01		20.00/02	79.15
09/12/16	SURGERY-SKIN	125.00					125.00
09/12/16	Immunization	95.00		49.12/01			45.88
09/12/16	Immunization	25.00					25.00
09/12/16	Immunization	5.00					5.00
TOTAL THIS CLAIM		425.00	0.00	124.97	0.00	20.00	280.03*

Member's Medical Deductible Applied to Date:	\$100.00
--	-----------------

CAEAPO55 BOWS 20160922B00 J2AB
20160915 000796 EHV [493] 4 of 6

THIS IS NOT A BILL

EXPLANATION OF BENEFITS

ISSUE DATE	PAGE	E001518
September 14, 2016	00002 OF	00003

Subscriber's Name: MARIA K. CHAVIN
Identification Number: [REDACTED]
Group Number: 13929C
Group Name: CVT - CALIFORNIA'S VALUED TRUST
Product: Prudent Buyer Classic

DETAIL MESSAGE:

- 01 - This is the amount in excess of the maximum allowed amount for a participating provider. The member, therefore, is not responsible for this amount.
- 02 - This amount is the member's copayment responsibility.
- * You can learn more about the services listed by calling the customer service phone number on the back of your ID card. We can tell you the diagnosis and treatment codes included on your claim, along with the descriptions for those codes.
- * Are you ready to commit to leading a healthier lifestyle? If so, CVT can help through the new Fit for Life wellness program which encourages healthy behavior and lifestyle changes. Begin your path to a healthier life today with a visit to our Web site www.cvtrust.org and learn how to get started.

HAVE QUESTIONS??

Check out Our Website at WWW.ANTHEM.COM/CA
Order I.D. Cards / Check claims status / Review benefits /
Verify family members covered on your policy / Find a participating provider
OR call our CUSTOMER SERVICE DEPARTMENT AT: 1-800-234-4333

MAIL ALL INQUIRIES ANTHEM BLUE CROSS LIFE AND HEALTH INSURANCE CO
OR CLAIMS TO : P.O. BOX 60007
LOS ANGELES, CA 90060-0007

English: If you need assistance in Spanish to understand this document, you may request it for free by calling customer service at the number on your identification card or in your enrollment booklet.

Spanish: Si usted necesita ayuda en español para entender este documento, puede solicitarla gratis llamando al número de servicio al cliente que aparece en su tarjeta de identificación o en su folleto de inscripción.

WE SUGGEST THAT YOU RETAIN THIS COPY FOR YOUR INCOME TAX RECORDS.

THIS IS NOT A BILL



520 EAST HERNDON
FRESNO, CA 93720

EXPLANATION OF BENEFITS

001404

ISSUE DATE	PAGE	E001005
September 22, 2016	00001 OF 00003	

Subscriber's Name: MARTA K CHAVIN
 Identification Number: [REDACTED]
 Group Number: 13929C
 Group Name: CVT - CALIFORNIA'S VALUED TRUST
 Product: Prudent Buyer Classic

*****SCH 5-DIGIT 93636
 258 2 AV 0.376
 MARIA K. CHAVIN

000694030101

Patient's Name: MARIA CHAVIN	Sequence Number: 1144605585	201600519
Claim Number: 16265CN8717	Provider of Services: TRICIA BIRDWELL INC	
Claim Processed Date: 09/22/16	Place of Service: Office	
	Patient Acct. Number: [REDACTED]	
Paid Amount: \$25.55	To: TRICIA BIRDWELL INC	
It is your responsibility to pay: \$20.00 It is not your responsibility to pay: \$24.45		

Thank you for using a Network Participating Provider.

SERVICE DATE(s)	TYPE OF SERVICE	TOTAL BILLED	OTHER AMOUNT(S)	PATIENT SAVINGS	APPLIED TO DEDUCTIBLE	COINSURANCE COPAYMENT AMOUNT	CLAIMS PAYMENT
09/19/16	Office Visit	70.00		24.45/01		20.00/02	25.55
TOTAL THIS CLAIM		70.00	0.00	24.45	0.00	20.00	25.55*

DETAIL MESSAGE:

01 - This is the amount in excess of the maximum allowed amount for a participating provider. The member, therefore, is not responsible for this amount.

02 - This amount is the member's copayment responsibility.

* You can learn more about the services listed by calling the customer service phone number on the back of your ID card. We can tell you the diagnosis and treatment codes included on your claim, along with the descriptions for those codes.

* Are you ready to commit to leading a healthier lifestyle? If so, CVT can help through the new Fit for Life wellness program which encourages healthy behavior and lifestyle changes. Begin your path to a healthier life today with a visit to our Web site www.cvtrust.org and learn how to get started.

HAVE QUESTIONS??

Check out Our Website at WWW.ANHEM.COM/CA
 Order I.D. Cards / Check claims status / Review benefits /
 Verify family members covered on your policy / Find a participating provider
 OR call our CUSTOMER SERVICE DEPARTMENT AT: 1-800-234-4333

MAIL ALL INQUIRIES : ANHEM BLUE CROSS LIFE AND HEALTH INSURANCE CO
 OR CLAIMS TO : P.O. BOX 60007
 LOS ANGELES, CA 90060-0007

THIS IS NOT A BILL

CAEAP055 BOWS 20161013B00 J6F9
 20160923 000494 Env [256] 1 of 6

EXPLANATION OF BENEFITS

ISSUE DATE	PAGE	E001005
September 22, 2016	00002 OF	00003

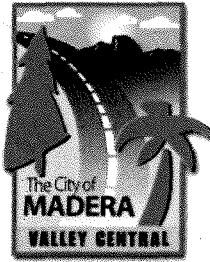
Subscriber's Name: MARIA K. CHAVIN
Identification Number: [REDACTED]
Group Number: 13929C
Group Name: CVT - CALIFORNIA'S VALUED TRUST
Product: Prudent Buyer Classic

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REPORT TO CITY COUNCIL

Approved by:



Department Director

Council Meeting of December 21, 2016

Agenda Item Number B-9



City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AGREEMENT WITH OMNI MEANS LTD. FOR PROFESSIONAL PROJECT DEVELOPMENT AND ENGINEERING DESIGN SERVICES FOR THE LAKE STREET, 4TH STREET AND CENTRAL AVENUE INTERSECTION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

RECOMMENDATION:

That the City Council:

1. Approve Res. No. 16 - _____ approving Agreement with Omni Means Ltd.
2. Authorize the Mayor to execute the agreement.

SUMMARY:

The proposed professional services agreement covers the design of the project by a firm; with specific expertise in traffic signal design, roundabout design, and design of complex intersections, to provide evaluation, planning, and design services for the intersection of Lake Street, 4th Street and Central Avenue.

The Scope of Work is split into two phases. Phase 1 is for project development and preliminary design and will begin immediately upon approval of this agreement. Phase 2 is for project final design, construction plans and construction support services and is dependent on the results from Phase 1. An agreement for Phase 2 will be submitted for council approval after Phase 1 is completed. The basic compensation specified in the consultant agreement is \$72,000 for Phase 1 with an additional \$7,000 contingencies allowed for extra services if determined by the City Engineer to be necessary. The Phase 2 estimated maximum compensation is \$213,000. Funding for this project is included in the FY 2017-2021 Capital Improvement Plan (CIP) and the adopted 2016/2017 Annual Budget.

DISCUSSION:

A well-designed intersection is designed to provide adequate visibility, limit vehicular congestion, and to limit the occurrence of conflicts between all intersection users including vehicles and pedestrians. Even by a loose definition, the intersection of Lake Street, 4th Street and Central Avenue is far from being a well-designed intersection given its current physical geometry and the fact it currently operates with 5-way stop control.

Lake Street, 4th Street and Central Avenue is a complicated intersection. Over the years the City has received various complaints and concerns regarding how effective the all way stop sign control of this intersection is. Due to its unique configuration, a traffic signal is not a clear solution without significant physical changes to several of the approaches to the intersection. Because of this, staff determined that review of roundabout or traffic signal options are warranted. The goal of any improvements in this area would be to improve safety, circulation and reduce congestion. At locations where a traffic signal does not fit into the stereotypical traffic control response, roundabouts have been found to represent a reasonable alternative.

In some cases, roundabouts are becoming more popular than standard signalized intersections based on their ability to improve safety and operational efficiency. Recent studies show that roundabouts have a reduction of 35% in total crashes and 76% in injury crashes. By reducing the number of stops required on signalized or stop controlled intersections, roundabouts minimize the amount of vehicle delay and queuing at an intersection. This not only improves the performance of the intersection but it provides an environmental benefit to noise and air quality.

Phase 1 of this project will address the relative merits of traffic signals and roundabouts, identify environmental concerns, note impacts of right of way acquisition and obtain comments from the public before staff makes a recommendation for the preferred traffic control solution. Following a selection of the traffic control measure, the design of that measure will be addressed in Phase 2 based on the selection of the preferred option.

Scope of Services

The Scope of Work as proposed in the consultant agreement is broken down into two phases. Phase 1 is the project development phase and consists of evaluating the existing intersection conditions to determine the appropriate operational control for the intersection to optimize both traffic operations and traffic safety. The operational controls presented by the Consultant will include a signalized intersection and a roundabout configuration. The configurations will be presented on the basis of traffic efficiency, safety, cost and feasibility. The Consultant will show the deficiencies with the existing intersection and the benefits either a traffic signal or a roundabout would have.

A standard traffic signal would not improve the complicated nature of this intersection without significant physical improvements. The current intersection geometry does not allow for a straight forward approach to traffic signal placement. With the 5 approaches

entering the intersection, traffic may be faced with longer delay time in order to allow each approach a chance to pass through the intersection.

Roundabouts are frequently used for complicated intersections with unique alignments. The geometrics of roundabouts force drivers to slow down as they enter the intersection without being forced to come to a complete stop each time. This will likely reduce the delay that exists at this location.

The City Council will be presented with data, exhibits, and supporting documentation at the end of Phase 1 for each improvement option for this location with a recommendation for a preferred improvement from the Engineering Department. The Consultant will then use the design option chosen to prepare the environmental analysis of the Project including an environmental study in compliance with NEPA and CEQA.

Phase 2 represents the project design and construction support services and includes the full design of the chosen intersection configuration. The Consultant will produce construction drawings, construction technical specifications, and provide engineering support during construction.

As part of the proposal, the firms were requested to submit three (3) fee proposals. One fee proposal for Phase 1, one fee proposal for Phase 2 showing the cost for design of a roundabout configuration, and one fee proposal for the design of a traffic signal configuration.

Consultant Selection Process

On August 25, 2016 a request for proposals was sent to 10 firms with experience in intersection design and planning. The scope of the work requested in the proposal included the work for Phase 1 and Phase 2 of the project. The goal of the RFP was to select a qualified engineering consultant to be responsible for all tasks outlined for the development and planning phase of the project as well as the engineering design phase of the project.

On September 7, 2016 the City received two proposals for the project. The two engineering firms that responded to the RFP were Omni Means Ltd. and Peters Engineering Group. The Selection Committee reviewed both submittals and subsequently chose Omni Means Ltd. as the most qualified consultant for the work. The committee selected Omni Means Ltd. based on experience, qualifications, and responsiveness to the information requested in the Request for SOQ. Staff has negotiated a final scope of services and compensation for these services.

FISCAL IMPACT:

The total anticipated expenditures for professional project development and engineering design services in Phase 1 is \$79,000. Funds for Phase 1 and Phase 2 are available through the Congestion Mitigation and Air Quality (CMAQ) grant fund and the Local Transportation Fund (LTF) FY 2016/17 Budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Action 101.6 – This entire effort supports this strategy to ensure infrastructure can sustain population growth in the development of the General Plan.

RESOLUTION NO. 16 - _____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
APPROVING AGREEMENT WITH OMNI MEANS LTD. FOR PROFESSIONAL PROJECT
DEVELOPMENT AND ENGINEERING DESIGN SERVICES FOR THE LAKE STREET, 4TH
STREET AND CENTRAL AVENUE INTERSECTION AND AUTHORIZING THE MAYOR TO
EXECUTE THE AGREEMENT**

WHEREAS, the City of Madera has initiated the design phase of Lake Street, 4th Street and Central Avenue Intersection (the Project); and

WHEREAS, project development and engineering design by a professional engineering firm is required for the design phase of the Project; and

WHEREAS, the funding for design and environmental work on the Project is included in the CMAQ grant fund and the LTF FY 2016/17 Budget; and

WHEREAS, Omni Means Ltd. has the professional skills to perform the necessary services, and City desires to retain Omni Means Ltd.; and

WHEREAS, the City of Madera has prepared an agreement for such services with Omni Means Ltd. that is on file in the office of the City Clerk of the City of Madera (the "Agreement") and referred to for full particulars.

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 professional engineering services as described above is necessary to the carrying out of the project.
3. The Agreement with Omni Means Ltd., a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved for an amount of \$79,000 for Phase 1 work.
4. This resolution is effective immediately upon adoption.

AGREEMENT WITH “OMNI MEANS LTD.” FOR PROFESSIONAL PROJECT DEVELOPMENT AND ENGINEERING DESIGN SERVICES FOR THE LAKE STREET, 4th STREET AND CENTRAL AVENUE INTERSECTION. FEDERAL PROJECT NUMBER CML 5157 (102)

This Agreement made and entered into this 21 day of December, 2016 between the City of Madera, a municipal corporation of the State of California, hereinafter called “CITY”, and “Omni Means Ltd.”, located in Visalia, CA, hereinafter called “CONSULTANT”.

WITNESSETH

WHEREAS, CITY plans to construct improvements at the intersection of Lake Street, 4th Street and Central Avenue in the City of Madera, California, hereinafter called “Project(s)”; and

WHEREAS, CITY needs professional project development and engineering design services for the Lake Street, 4th Street and Central Avenue intersection project; and

WHEREAS, CONSULTANT is qualified and certified to provide the required professional project development and design services and is knowledgeable of Federal, State, and City standard policies and regulatory requirements; and

WHEREAS, CITY desires to hire CONSULTANT for such professional project development and design services.

NOW THEREFORE:

The parties hereto mutually agree as follows:

1. SERVICES OF CONSULTANT:

CITY hereby hires CONSULTANT to provide professional project development and design services as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in the Scope of Work.

2. SCOPE OF WORK:

CONSULTANT shall provide the professional services under Phase 1 and Phase 2 as set forth in EXHIBIT A, “Scope of Services”, attached hereto and incorporated herein by reference.

The intersection configuration selected under Phase 1 will determine the scope of work under Phase 2.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

3. PROGRESS MEETINGS:

CONSULTANT shall communicate and meet with CITY staff at project progress meetings at intervals mutually agreed to between CITY and CONSULTANT to verify, refine and complete the project requirements and review the progress of the project. Such meetings shall not exceed two per month during the course of CONSULTANT'S work. CONSULTANT shall prepare brief minutes of such meetings and submit them to CITY for review and approval.

4. CITY'S OBLIGATIONS

The CITY shall provide the consultant with the following:

- a. Provide a Project Manager to work with CONSULTANT;
- b. Review all submittals timely;
- c. Pay all fees for permits;

5. COMPENSATION

The basic fee for Phase 1 based on the estimated hours of work listed in EXHIBIT B, "Phase 1 Fee Proposal", attached hereto and incorporated herein by reference, for the work tasks itemized in the Scope of Services is \$72,000. Consultant shall provide two (2) separate fee proposals for Phase 2, one showing the cost for design of a roundabout configuration, and one for the design of a traffic signal configuration. Upon completion of Phase 1, the City will select one (1) fee proposal for Phase 2.

City and Consultant agree on the rates shown in EXHIBIT B and that the hourly rates shall be valid through December 31, 2017. It is understood and agreed by both parties that all expenses incidental to Consultant's performance of services, including travel expenses, are included in the basic fee shown in EXHIBIT B.

6. PAYMENT:

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of CONSULTANT'S monthly invoices for the work performed specified herein. CONSULTANT'S invoice shall specify the billed hours and hourly rates for each employee classification. The sub-consultants work shall be included on CONSULTANT 'S invoice with a copy of the sub-consultant's invoice attached. A report on summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

7. EXTRA SERVICES:

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Services or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget, provided, however, the City Engineer's authority is limited to expenditures not to exceed the amount of seven thousand dollars (\$ 7,000).

8. AUDITS AND INSPECTIONS ACCESS:

CONSULTANT shall, upon reasonable notice and at any time during regular business hours, and as often as CITY may deem necessary, make available to the CITY or its authorized representative for examination, all of its books, records and data with respect to matters covered by this Agreement. CONSULTANT shall permit CITY to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.

9. LIABILITY INSURANCE:

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, or employees.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).
2. Insurance Service Office form number CA 0001 (Ed. 10/01) covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. CONSULTANT'S coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. 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.
2. Automobile Insurance: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors & Omissions): \$250,000 per claim and \$1,000,000 aggregate with a deductible not to exceed \$75,000, except that a higher

deductible may be approved with appropriate documentation acceptable to the City's Risk Manager.

C. Deductibles and Self Insured Retentions

Any deductibles or self insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self insured retentions as respects the CITY, its officers, officials, employees, and designated volunteers; or the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expense.

D. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and designated volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations or automobiles owned, leased, hired or borrowed by the CONSULTANT. Insurance policies shall name the City of Madera its officers, officials, employees and volunteers as additional insured for all liability arising out of the operations by or behalf of the named insured in the performance of this Agreement. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance as least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 (if a later edition is used).

2. For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and designated volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or designated volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute to it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers

CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the CITY or on other than the CITY'S forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

10. OWNERSHIP OF DOCUMENTS:

All original papers, documents, reports, drawings and other work product of CONSULTANT are instruments of service. All reports and legal documents shall include the professional's registration number and be stamped, signed and dated. All instruments of service shall, upon payment in full to CONSULTANT, become the property of the City whether the project for which they are prepared is executed or not. CONSULTANT shall be permitted to retain copies, including reproducible copies, of the instruments of service for information and reference. The instruments of service shall not be used by the CONSULTANT on other projects, except by agreement in writing by the City. In the event the City reuses such instruments of service, CONSULTANT shall be released and held harmless by the City from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.

Reuse of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk. CITY shall indemnify CONSULTANT for any damages incurred as a result of such reuse, including use of incomplete documents.

11. TIME OF COMPLETION:

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in EXHIBIT C, Project Timeline:

B. CONSULTANT shall not be held responsible for delays caused by CITY review or by reasons beyond CONSULTANT'S control. Also CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.

C. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 13.

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on an agreed upon date for each individual project, unless extended by mutual agreement.

12. TERMINATION OF AGREEMENT:

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

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

1. An illegal use of funds by CONSULTANT;
2. A failure by CONSULTANT to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by CONSULTANT to CITY.

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

13. APPROVAL:

CITY will give reasonably prompt consideration to all matters submitted by CONSULTANT for approval to the end that there will be no significant delays in CONSULTANT'S program of work. An approval, authorization or request to CONSULTANT given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

14. HOLD HARMLESS:

CONSULTANT shall defend and indemnify the CITY, its officers, officials, employees and designated volunteers for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers, sub-consultants, agents, employees or contractors, in performing or failing to perform any work, services or functions under this Agreement.

15. DISADVANTAGED BUSINESS ENTERPRISE (DBE):

Caltrans Local Assistance Procedures Manual ("Caltrans Manual") Exhibits 10-01 and 10-02 are incorporated and made part of this AGREEMENT, by attachment. Wherever Exhibits 10-01 or 10-02 refers to "Contractor" or "Contract", it shall also mean ENGINEER and AGREEMENT, respectively. Also, "Agency" refers to CITY.

CITY has determined that for design of this project, there will be **no goal** for DBE's.

During the period of this AGREEMENT, ENGINEER shall maintain records of all applicable subcontracts advertised and entered into germane to this AGREEMENT, documenting the opportunity given to DBE's to participate in this AGREEMENT, actual DBE participation, and records of materials to be purchased from DBE suppliers. Such documentation shall show the name, business address, and DBE certification number of each DBE sub-consultant or vendor.

Even if there is no DBE participation to report, ENGINEER shall submit a completed Caltrans Manual Exhibit 10-01 to the CITY before December 21, 2016, the date scheduled for City Council award of agreement. Upon completion of the AGREEMENT, ENGINEER shall complete Caltrans Manual Exhibit 10-02 Consultant Contract DBE Commitment form, certified correct by ENGINEER, and submit it to the City.

16. RESPONSIBILITY FOR OTHERS:

CONSULTANT shall be responsible to CITY for its services and the services of its sub consultants. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

17. PROFESSIONAL RESPONSIBILITY:

CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the Services. CONSULTANT recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

18. PARTIES BOUND BY AGREEMENT:

This Agreement shall be binding upon CITY, CONSULTANT, and their successors in interest, legal representatives, executors, administrators and assigns with respect to all covenants as set forth herein. CONSULTANT shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

19. COMPLETE AGREEMENT OF PARTIES:

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

20. ASSIGNMENT WITH APPROVAL:

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

21. INDEPENDENT CONTRACTOR:

In performance of the work, duties and obligations assumed by CONSULTANT under this Agreement, it is mutually understood and agreed that CONSULTANT, including any and all of CONSULTANT'S officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions hereof. CONSULTANT and CITY shall comply with all applicable provisions of law and the rules

and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, CONSULTANT shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee to others unrelated to CITY or to this Agreement.

22. GOVERNING LAW:

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of California, located in Fresno County. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

23. AMENDMENTS:

Any changes to this Agreement requested either by CITY or CONSULTANT may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such in writing.

24. COMPLIANCE WITH LAWS AND WAGE RATES:

CONSULTANT shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of CONSULTANT'S services. CONSULTANT may use professional practices and standards regarding the interpretation of these laws.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or

codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

25. CONSULTANT 'S LEGAL AUTHORITY:

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

26. NOTICES:

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in lieu or personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

CITY OF MADERA
Engineering Division
205 W. 4th Street
Madera, CA 93637

CONSULTANT
Omni Means Ltd.
200 E. Center Avenue, Suite A
Visalia, Ca. 93291

27. SOLE AGREEMENT:

This instrument constitutes the sole and only agreement between CONSULTANT and CITY respecting the Project and correctly sets the obligations of the CONSULTANT and CITY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

* * * * *

CITY OF MADERA

CONSULTING FIRM

By: _____
Andrew J. Medellin, Mayor

By: Omni Means, Ltd.

Vice President

Taxpayer I.D. Number

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

ATTACHMENTS

EXHIBIT A **SCOPE OF SERVICES**

EXHIBIT A

Scope of Services

November 21, 2016

Lake St., 4th St., Central Ave. Intersection Improvements Planning & Design

City of Madera

The following Scope of Services outlines tasks necessary to deliver the Lake Street, 4th Street, Central Avenue Intersection Improvement Project.

This scope of work (scope) is based on the scope outlined in the City's RFP, however it expands upon the identified subtasks of the RFP to provide additional services and further enhance the quality of the delivery of this project.

Phase 1 - Project Planning & Development

The first phase of the project is to evaluate the existing intersection in terms of traffic operations, safety, constraints, multi-modal accommodations, and other aspects; evaluate various alternatives for intersection improvements including signalization and roundabout solutions; perform public outreach including City Council presentation(s); and complete environmental clearance for the selected alternative.

Task 1.1 Project Management, Meetings and Coordination

1.1.1 Project Management

Omni-Means will serve as overall Project Manager during the first phase of the project. The general project management responsibilities include:

- Oversee all the project components listed in this Scope of Services
- Prepare and keep master project schedule (updated and submitted monthly)
- Define and track key issues and goals throughout the entire project delivery
- Coordinate project status meetings
- Coordinate public outreach
- Provide coordination with Utilities
- Obtain appropriate document and plan approvals, authorizations and certifications
- Manage sub-consultants
- Effectively manage budget
- Implement Quality Assurance and Quality Control Measures
- Prepare monthly progress reports and invoices at the end of each month of previous month's work

1.1.2 Progress Meetings

Omni-Means will coordinate and lead project meetings including scheduling meetings, preparing and distributing agendas prior to scheduled meetings, meeting attendance, and preparation of meeting records summarizing decisions made and action items.

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Omni-Means has budgeted for one kickoff meeting and up to four (4) additional monthly progress meetings at the City offices for Phase 1. Sub-consultants will attend on an as needed basis and, where possible, by teleconference.

Task 1.2 Project Development

1.2.1 Data Collection & Review

Omni-Means will obtain and review all project related material, including; site maps, land use quantities, access locations to adjacent properties, project descriptions, project applications, past transportation studies, recent transportation studies within the study area, and other agency transportation planning documents (including general plan circulations elements, and/or specific plan circulation elements).

Omni-Means will obtain available topographic mapping, survey points and as-built information from the City for use in preparing the preliminary design drawings for each alternative. Omni-Means will convert the City provided base mapping to a usable CAD base file and layering system for the preparation of the preliminary layouts.

Omni-Means sub-consultant, Metro Traffic Data Inc., will collect new AM, PM and daily classification traffic counts at the following locations to be used the operational analyses of each of the alternatives.

Intersections (Weekday AM/PM Peak Hour Counts):

1. Lake Street/4th Street/Central Avenue

Roadway Segments (Weekday 24-hour Hose Counts):

1. Lake Street North of Central Avenue
2. 4th Street West of Lake Street

The daily hose counts will be used to establish the relationship between daily and peak hour traffic, and establish truck percentages by axle to confirm structural sections as per City of Madera Standard Drawings.

Omni-Means will obtain the most recent 3 to 5 years Statewide Integrated Traffic Records System (SWITRS) for the project area. Any accident data provided by the City will be integrated with the SWITRS data. This data will be utilized in the safety analysis which is an integral component within the Intersection Control Evaluation (ICE) process.

1.2.2 Field Reconnaissance

Omni-Means' Project Manager and Project Engineer will complete a comprehensive field reconnaissance that will serve to gather the following information:

- Verify base mapping noting any additional information not included with the initial topographic mapping;
- Note level of pedestrian and bicycle activity in the vicinity of the project.
- Verify locations of overhead and other visible utility lines.
- Note condition of existing pavement, curbs, gutters, and sidewalks.
- Verify and identify compliant and non-compliant curb ramps.

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- Identify and note project constraints such as structures, utilities, adjacent driveway connections, on and off-street parking provisions.

The results of the field reconnaissance will be logged in a record and pertinent items will be summarized the ICE Report.

1.2.3 Intersection Control Evaluation (ICE)

Once Omni-Means' has gathered and reviewed the project information gathered in Tasks 1.2.1 and 1.2.2, we will proceed with the intersection control evaluation. The process, commonly referred to as the ICE process by Caltrans, involves the following:

- **Preliminary Traffic Operations Analysis** - The analysis of signal alternatives will be completed in Synchro and for roundabouts, SIDRA will be utilized. The objective of this analysis is to identify feasible alternatives that meet the design year forecasts. Preliminary geometrics and lane configurations for both the traffic signal and roundabout alternatives will be developed. The analysis will be completed for the 4th Street/Central Avenue/Lake Street intersection only. The results of the analysis will be presented in the Draft ICE report and will contain the following information:
 - Signal (Synchro/Sim Traffic) - Using Synchro, preliminary operations and queuing will be evaluated for build year, and design year conditions.
 - Roundabout (Sidra) - Using SIDRA, preliminary operations and queuing will be evaluated for build year and design year conditions.

One micro-simulation model using Vissim software will be developed for the roundabout alternative. A SimTraffic simulation will be prepared for the signalized intersection alternative. These simulation models will simulate the peak hour traffic flows through the intersection during the design year for the worst case peak hour. The simulation models will be available to present at public meetings, or in similar meetings, as deemed necessary by the City.

- **Develop Preliminary Control Geometrics and Footprint Area** - Based on the results of the traffic operations analysis, layouts depicting the geometrics will be prepared for the following alternatives:
 - Signal
 - Roundabout
 - Fast Paths
 - Truck Turns

Fast paths and truck turns have an impact on the size of the roundabout. As the primary objective of the preliminary layouts is to identify the footprint, establishing these two components is critical. Preliminary layout plans depicting the following information for each alternative will be prepared and included with the ICE Report.

- Layout including curbs, gutters, sidewalks, medians, driveways, curb ramps, and striping. Any structures that may be impacted by the work will also be shown.
- Right of way acquisition and temporary construction easement (TCE) areas will be shown and hatched with areas for each parcel.

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- Design vehicle turning exhibits showing swept paths for design vehicle for all intersection turning movements.
- Exhibits showing anticipated utility conflicts.

The exhibits will be included with the Draft ICE Report, and also used during the public outreach efforts as needed.

- **Safety Assessment**

Based on the crash data information and published data with respect to crash modification factors, a preliminary safety assessment will be performed for the study alternatives. The results of the safety assessment will be summarized in the Draft ICE Report.

- **Develop Preliminary Opinion of Costs for the ICE Alternatives**

Omni-Means will develop preliminary cost estimates for the ICE alternatives. These costs will be developed based on the preliminary signalized and roundabout concepts, and will focus only on capital costs (construction, right of way, and utility relocation allowances).

- **Draft and Final ICE Report - Analysis and Recommendations**

A Draft ICE Report will be prepared and submitted to the City for review and comment. Conclusions, recommendations, assumptions, and methodologies will be documented and presented in the report. Supporting calculations and exhibits will also be provided as attachments to the report. A final report will then be prepared incorporating comments received from the City.

Task 1.3 Public Outreach

Omni-Means' sub-consultant, The Lockwood Agency will assist with the Public Outreach process. When a roundabout is being considered as a potential intersection improvement, the importance of a comprehensive public outreach process cannot be underestimated.

1.3.1 Public Outreach Coordination Plan

The Lockwood Agency will prepare a public outreach plan laying out the proposed public participation process. A copy of the draft plan will first be submitted to the City for review. Upon resolution of any City questions or comments, the final plan will then be prepared.

1.3.2 Public Outreach Meeting No. 1

Omni-Means will conduct one (1) public meeting for the Project. It is anticipated that the public meeting would be held once the alternatives for the intersection improvements have been developed and reviewed by the City. The purpose of Public Outreach Meeting No. 1 would be to present the Alternatives being considered for the intersection improvements, including preliminary estimates and a summary of each alternative, and to solicit feedback from the public and answer questions.

The Lockwood Agency (**Subconsultant**) will take the lead on facilitating and running the public meeting. Omni-Means will be responsible for developing project boards, visual

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simulations and renderings, presentation, and handouts in support of the Public Meeting. The Lockwood Agency would organize the Public Meeting, including researching/identifying location, logistics, and planning, including noticing the meeting. The Lockwood Agency would be responsible for media relations and social media notifications. It is assumed the City would be responsible for paying any advertisement, or space rental fees. If requested by the City, Omni Means would provide a Spanish speaking translator at the public meeting.

Omni-Means will capture all public input and will formally summarize the input as an attachment to the ICE Report.

1.3.3 City Council Meeting

Omni-Means will attend and present the project before the City of Madera Council at one (1) Council meeting.

Task 1.4 Environmental Clearance

Omni-Means' sub-consultant, Crawford and Bowen Planning, Inc. will perform the environmental clearance work on the project, with support from Omni-Means. It is assumed that the City of Madera will be Lead Agency for the CEQA process and will require only a Categorical Exemption.

Caltrans will be Lead Agency for the NEPA process. Once the PES form has been reviewed/signed by Caltrans, they will determine if the project will require a Categorical Exclusion (with technical studies) or an Environmental Assessment/FONSI. There is a wide range of costs depending on what Caltrans will require. As such, initial environmental scope only includes the PES form and Categorical Exclusion. Further work will be scoped after Caltrans returns the PES form.

1.4.1 CEQA: Categorical Exemption

The project intersection is a highly disturbed area that consists of single family residential houses, small businesses, and a Madera Fire Department station. Because the site has been previously developed, and because roundabouts serve to reduce traffic congestion and idling (and thus cause a reduction in air emissions), we are assuming that a Categorical Exemption will be the appropriate level of CEQA documentation. The project may utilize Section 15302 (replacement or reconstruction), or perhaps 15301 (existing facilities – highways and streets). Our tasks will include:

- Prepare the CEQA Exemption Form
- Prepare a memo attached to the Exemption form that provides information supporting the use of the Exemption. This includes a brief analysis of the minimal (assumed) environmental impacts including biology, noise, traffic, air quality, visual impacts, and other applicable impacts. The memo will also include maps and on-site photographs as applicable.

Note: This scope of work assumes that the City of Madera is the CEQA Lead Agency. If Caltrans is the CEQA Lead Agency, they may require a different method of achieving CEQA compliance including preparation of an Initial Study/Mitigated Negative Declaration. These services can be provided under a separate scope and fee after Caltrans has provided direction (if applicable).

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1.4.2 Caltrans Environmental/NEPA: Field Review and PES Form

Caltrans local assistance will require a “Field Review” and preparation of a Preliminary Environmental Study (PES) form for the project as a precursor to the NEPA document. The procedure for completing the PES is described in the Local Assistance Procedures Manual (LAPM) and will be followed accordingly. The PES consists of a four-step Preliminary Environmental Investigation process and the completion of a PES form. A Project Footprint Map and other graphics will be prepared as required.

If the Preliminary Environmental Investigation indicates a potential for sensitive resources within the project area, further studies may be required. A list of possible required technical studies is provided under Section C of the PES Form. The technical studies may include, but are not limited to, Biology, Wetlands, Water Quality, Visual Impacts, and Cultural Resources and Historical Resources.

It is difficult to pre-determine which, if any, technical studies will be required by Caltrans. Per Caltrans guidelines, a list of required technical studies will be provided to the City after the Field Review and preparation of the PES Form. This scope of work does not include preparation of any technical studies. After a determination by Caltrans as to the extent of technical studies and/or preparation of an Environmental Assessment / FONSI, Crawford & Bowen can provide a proposal to prepare any required studies under a separate scope and fee.

1.4.3 NEPA: Categorical Exclusion

The project appears to qualify for a Categorical Exclusion (CE) under 23 CFR 771 activity (c) (3): “Construction of bicycle and pedestrian lanes, paths and facilities.” However, Caltrans has two options with this CE: 1) to process a CE with technical studies or 2) process a CE without technical studies. See discussion in Task 1.4.2 regarding possible technical studies. There is no additional work with regard to preparation of the CE, it is simply a signature page that is signed by Caltrans personnel once the PES and any applicable technical studies are approved.

Phase 2 - Project Design & Construction Support

Task 2.1 Project Management, Meetings and Coordination

2.1.1 Project Management

Omni-Means will serve as overall Project Manager during the second phase of the project. The general project management responsibilities include:

- Oversee all the project components listed in this Scope of Services
- Prepare and keep master project schedule (updated and submitted monthly)
- Define and track key issues and goals throughout the entire project delivery
- Coordinate project status meetings
- Provide coordination with Utilities
- Obtain appropriate document and plan approvals, authorizations and certifications
- Manage sub-consultants
- Effectively manage budget
- Implement Quality Assurance and Quality Control Measures

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- Prepare monthly progress reports and invoices at the end of each month of previous month's work

2.1.2 Progress Meetings

Omni-Means will coordinate and lead project meetings including scheduling meetings, preparing and distributing agendas prior to scheduled meetings, meeting attendance, and preparation of meeting records summarizing decisions made and action items. Omni-Means has budgeted for the following number of meetings, depending on the selected Alternative:

- Up to six (6) progress meetings at the City offices for Phase 2, if the Roundabout Alternative is selected.
- Up to four (4) progress meetings at the City offices for Phase 2, if the Signalization Alternative is selected.

Sub-consultants will attend on an as needed basis and, where possible, by teleconference.

Task 2.2 Supplemental Surveying and Base Mapping

2.2.1 Project Survey Control

Omni-Means will re-establish a survey control base for the project. At a minimum, the Project Control (Horizontal and Vertical) will be based on the City of Madera Control Network. The Project Control will be used during the life of the project in the performance of supplemental topographic surveys that may be required beyond the City provided base map as needed for final design.

2.2.2 Supplemental Topographic Field Surveys

Supplemental field topographic surveys will be conducted to confirm and/or to obtain new grades within the project limits, particularly at conform locations of proposed to existing improvements. Supplemental surveys will include existing roadway features, drainage features, utility facilities, additional grades at critical locations, etc. as needed for final design.

2.2.3 Cad File Set-up and TIN

Omni-Means shall prepare computer files to include field control points, topographic surveys, utility data and preparation of the Triangular Irregular Network (TIN) used for three-dimensional calculations, (i.e. earthwork, cross-sections and profiles).

2.2.4 Right of Way Mapping

Existing right of way maps, subdivision maps and survey records will be researched to establish the existing public right of way as well as the side lines of parcels adjacent to the project. Existing monuments will be documented and included in the base mapping. As part of this work, Omni-Means will compile property information such as assessor's parcel number, and owner names.

2.2.5 Preliminary Utility Coordination and Mapping

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Utilities will initially be mapped by using a combination of facilities identified on the topographic maps and by field investigation. Omni-Means will also identify all potential utility owners who may have facilities within the project location and compile a utility purveyor contact list. Omni-Means will request plat maps of utility locations from each utility owner known to have facilities within the project area. Omni-Means will add existing utilities to a utility base drawing based upon information received from utility owners. The utility base will be used to identify conflicts, and coordinate required utility relocations.

Task 2.3 Geotechnical Investigations

Omni-Means' sub-consultant, CTL-Sees, Inc. will perform the geotechnical investigations for the project. The geotechnical investigations will include field investigations, sampling, testing and report to establish earthwork, pavement section, and concrete protection recommendations.

2.3.1 Geotechnical Investigations and Report

CTL-Sees Inc. will review the project description and information, and secure an encroachment permit from the City of Madera to perform the field work. CTL-Sees Inc. will conduct a field investigation consisting of drilling a total of 4 borings at the corners of the Lake Street, 4th Street, and Central Avenue intersection to a depth of 5 feet. Two R-values bulk samples will be collected for laboratory testing. Earth materials encountered will be logged and classified, in accordance with the Unified Soils Classification System, and graphically presented on Test Boring Logs. Laboratory testing would consist of two R-value tests, one sieve analysis, and one chemical test.

A limited geotechnical report will be prepared, and will address the following subjects:

- Earthwork recommendations that may be necessary in proposed pavement areas to reduce the probability of occurrence of excessive settlements; and recommendations for quality control of fill materials.
- Criteria for design of pavement sections.
- Protection of concrete surfaces from soil-borne salts.

Task 2.4 Utility Coordination & Relocation Support

Omni-Means will complete the utility verification and relocation in compliance with the Federal Regulations as outlined in the Local Assistance Procedures Manual (LAPM) (Chapter 3: Project Authorization and Chapter 14: Utility Relocations).

2.4.1 Utility Coordination

Roundabout Alternative

Under this task, Omni-Means will coordinate with the City and all utility purveyors and attend utility coordination meetings as needed. This task includes development of a master utility tracking spreadsheet including submittal dates, response dates, and contact information. For budgeting purposes, our attendance at four (4) meetings is assumed. We will also work with Utility Purveyors to identify any new utility needs and prepare a utility relocation schedule, to be incorporated into the overall project schedule.

Signal Alternative

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For the signal alternative, it is anticipated that only minimal utility coordination will be required, as the signal alternative will be designed to avoid utility conflicts to the extent practicable. This task would include coordinating a signal service point with PG&E. It is assumed that service point design fees charged by PG&E would be billed directly to the City.

2.4.2 Utility Conflict Maps and Relocation Letters

This task is assumed to be required for the Roundabout alternative only. Omni-Means will prepare utility conflict maps in conformance with the LAPM for use by the City and the utility companies in determining liability (cost share) of the utility relocations. One Conflict Map will be prepared for each utility involvement. The maps will be sent to each utility for relocation coordination purposes. It is assumed that the utility owners will complete their own relocation designs, with review and concurrence by Omni-Means.

2.4.3 Utility Agreement, Report of Investigation, and Notice to Owner Letters

This task is assumed to be required for the Roundabout alternative only. Upon receipt of the liability claim letter and relocation plan from the utilities, Omni-Means will then draft the utility agreements for those utilities requiring relocation. Omni-Means will also prepare the Notice to Owner letters and provide them to the City for signature and subsequent delivery to the utility companies. As required by the LAPM, Omni-Means will also prepare a Report of Investigation for each utility as part of this task.

2.4.4 Utility Certification

This task is assumed to be required for the Roundabout alternative only. Omni Means will prepare and sign the Project Engineer's Certification of Utility Facilities form and the Utility Certification form (13-EX-26), under this task.

2.4.5 Utility Potholing (Optional)

This task is assumed to be required for the Roundabout alternative only. If potholing of utilities becomes necessary to confirm conflicts during the course of design, potholing of utilities will be provided as an optional task by a sub-consultant to be determined at the time the work is necessary. Omni-Means will obtain three (3) bids and, with oversight from the City, will select the lowest responsible bidder to perform the work. A potholing budget of \$5,000.00 is assumed for budgeting purposes. If potholing work exceeds the amount budgeted, a separate scope and budget will be provided once the extent of any additional potholing is determined. It is assumed the City's encroachment permit will be issued at no cost.

After potholing is complete, Omni-Means will survey the pothole locations and update the topographic mapping.

Task 2.5 30-Percent Design

This task includes preparation of 30-percent plans and engineer's estimate for the preferred alternative identified in Phase I "Project Development". Primary objectives of the 30-percent design include establishing the project right of way and easement requirements, and identification of utilities determined to be in conflict with the proposed improvements.

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2.5.1 30-Percent Plans

Under this task, the Omni-Means will refine the horizontal design for the preferred alternative to a 30% level. Plans will be developed at a 1"=20' scale. The 30-percent plans will incorporate basic horizontal geometric design elements including curb and gutter lines, channelization islands, sidewalks, pedestrian crossings, curb ramps, bike lanes, and pavement delineation. It is anticipated that the 30-percent plans will include the following sheets:

- Title sheet.
- Notes/Legend.
- Typical cross sections.
- Layout plans.
- Construction details (undeveloped).
- Utility plans.
- Pavement delineation plans.
- Electrical plan (for signal alternative).
 - Equipment placement; pole and equipment schedule; and signal phasing

At the conclusion of this task, the 30% geometric design will have established horizontal control and geometric elements including curb geometry, lane widths, channelization, lane transitions, pavement delineation, and join conditions.

2.5.2 Preliminary Engineer's Estimate

Omni-Means will prepare a preliminary opinion of probable cost using quantities estimated from the 30% design. The preliminary cost estimate will include major cost construction items, and percentage based allowances for items for which quantities are not yet developed.

2.5.3 Supplemental Exhibits

To be included with the 30-percent submittal, Omni-Means will prepare an overall right of way exhibit showing the quantities and areas of right of way and easements needed. Design vehicle swept path exhibits will also accompany the 30-percent submittal.

2.5.4 30-Percent Submittal

This task includes compiling the 30-percent plans, preliminary cost estimate, and supplemental exhibits for submittal to the City and utility owners. Three full size hard copies, one reduced size hard copy, and full and reduced size PDF files will be submitted to the City for review and comment. This task also includes utility owner submittals, including letters, project plans, and notifications. This task includes all plotting, transmittal preparation, postage, and delivery of all 30-percent submittals.

2.5.5 Prepare Legal Descriptions and Plats

Once the City has reviewed the 30-percent plans, and supplemental exhibits, specifically as applicable to the proposed right of way and easements, and provided comments, Omni-Means will update the design to show the adjusted rights of way and easements. Omni-Means will prepare the legal descriptions and plats. For budgeting purposes, it is assumed that plats and legal descriptions will be prepared for up to twelve (12)

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involvements for the roundabout alternative and up to six (6) involvements for the signal alternative.

Task 2.6 60-Percent Design

This task includes picking-up comments on the 30-percent submittal, and preparation of 60-percent plans, engineer's estimate, and draft technical specifications.

2.6.1 Pick-up 30-Percent Comments

Under this task, Omni-Means will pickup and review the 30-percent comments received from the City of Madera. These comments will be tallied in a comment resolution table for back check and reference purposes. The 30-percent comments will either be addressed in writing, on the plans, or both as required. Omni-Means will coordinate with the City of Madera in regard to any comments that require further discussions or clarification.

2.6.2 60-Percent Plans

60-percent plans, specifications, and estimate consist of substantially completed plans, special provisions, bid book, and engineer's estimate. The plan sheets prepared as part of the 30-percent submittal will be supplemented with the following design elements as appropriate.

- Demolition plans.
- Drainage and Grading plans.
- Structural sections (added to typical cross sections).
- Construction details.
- Sign plans.
- Lighting plans (for roundabout alternative).
- Construction area sign plan.
- Stage construction plans (for roundabout alternative).
- Traffic handling plans (for roundabout alternative).
- Detour plans (for roundabout alternative).
- Traffic signal plans (for signal alternative).
 - Conduits; conductor schedule; service point; electrical details
- Planting plans (for roundabout alternative).
- Irrigation plans (for roundabout alternative).

Supplemental cross sections at 50' intervals (for the roundabout alternative only) will also be prepared. These cross sections will not be a part of the contract plans, but will be provided as supplemental information to potential bidders for quantity takeoff/verification purposes.

2.6.3 Engineer's Estimate & Technical Specifications

Omni-Means will update the preliminary cost estimate prepared for the 30-percent submittal, including quantity calculations, and additional bid items. The 60-percent engineer's estimate will include bid item descriptions, unit, quantities, unit prices, and total prices. Quantity backup including color coded markups of individual quantities will be prepared and kept in the project file for backup and reference purposes.

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Omni-Means will prepare the draft Special Provisions and the standard contract sections, and Bid Book. Special provisions will be prepared using Caltrans 2015 SSPs as a basis, modified for project specific requirements.

2.6.4 60-Percent Submittal

This task includes compiling the 60-percent plans, comment resolution table, engineer's estimate, and draft special provisions for submittal to the City and utility owners. Three full size (24x36), and one reduced size (11x17) plan set will be submitted to the City of Madera for review and comment.

In addition one reduced size (11x17) plan set will be submitted to all utility owners known to have facilities within the limits of the project. Full and reduced size plans in portable document format (PDF) will also be made available via the client access gateway on the Omni-Means website. This task includes all plotting, transmittal preparation, postage, and delivery of all 60-percent submittals.

Task 2.7 90-Percent Design

This task includes picking-up comments on the 60-percent submittal, and preparation of 90-percent plans, engineer's estimate, and final special provisions and bid book.

2.7.1 Pick-up 60-Percent Comments

Under this task, Omni-Means will pickup and review the 60-percent comments received from the City of Madera. These comments will be tallied in a comment resolution table for back check and reference purposes. The 60-percent comments will either be addressed in writing, on the plans, or both as required. Omni-Means will coordinate with the City of Madera in regard to any comments that require further discussions or clarification.

2.7.2 90-Percent PS&E

90-percent plans, specifications, and estimate consist of completed plans, special provisions, bid book, and engineer's estimate. The 90-percent plans, engineer's estimate, special provisions, bid book, and supplemental cross sections will be updated based upon the City's 60-percent reviews.

2.7.3 90-Percent Submittal

This task includes compiling the 90-percent plans, comment resolution table, engineer's estimate, and draft special provisions for submittal to the City and utility owners. Three full size (24x36), and one reduced size (11x17) plan set will be submitted to the City of Madera for review and comment.

In addition one reduced size (11x17) plan set will be submitted to all utility owners known to have facilities within the limits of the project. Full and reduced size plans in portable document format (PDF) will also be made available via the client access gateway on the Omni-Means website. This task includes all plotting, transmittal preparation, postage, and delivery of all 90-percent submittals.

Task 2.8 Final Contract Documents

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This task includes picking-up comments on the 90-percent submittal, and preparation of the final contract documents.

2.8.1 Pick-up 90-Percent Comments

Under this task, Omni-Means will pickup and review the 90-percent comments received from the City of Madera. These comments will be tallied in a comment resolution table for back check and reference purposes. The 90-percent comments will either be addressed in writing, on the plans, or both as required. It should be noted that at this late stage of design, it is expected that all comments would be minor in nature, and would not require significant design revisions, or modifications. Comments that necessitate significant design changes at this stage would be subject to additional fees, and would only be completed with the City's prior approval, under a separate authorization.

2.8.2 Final PS&E

Final plans, specifications, and estimate consist of completed plans, special provisions, bid book, and engineer's estimate. The final plans, engineer's estimate, special provisions, bid book, and supplemental cross sections will be prepared for the City's use in bidding the project for construction.

2.8.3 Final Submittal

This task includes compiling the Final (signed) plans, comment resolution table, engineer's estimate, special provisions, and bid book for submittal to the City and utility owners. Three signed full size (24x36), and one reduced size (11x17) plan set will be submitted to the City of Madera for bidding purposes.

In addition one reduced size (11x17) set of the final plans will be submitted to all utility owners known to have facilities within the limits of the project. Full and reduced size plans in portable document format (PDF) will also be made available via the client access gateway on the Omni-Means website.

The task also includes the submittal of the final project base files and plan sheets in AutoCAD Civil 3D format; the final project special provisions and bid book in MS word format; and the final engineer's estimate in MS excel format.

Task 2.9 Bidding & Pre-Construction Stage

2.9.1 Bid Support

Omni-Means will be available during the bid phase of the project to provide the City assistance as required. The following services will be provided:

- Assist City staff by answering technical questions from potential bidders.
- Attend pre-bid meeting and explain key design issues.
- Draft addenda for City approval/release to clarify design intent or correct errors.
- Prepare bid summary and review bid proposals if requested by City.

Task 2.10 Construction Stage

2.10.1 Construction Support

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It is anticipated that the City will retain a third party firm to provide construction management and inspection services. Omni-Means will be available to provide design support during construction as follows:

- Attend Preconstruction Conference and periodic construction progress meetings (assume 6 meetings total).
- Check contractor submittals for compliance with contract documents and assist with the evaluation of substitution requests.
- Assist the City with interpretation of plans and specifications, contractor requests for information, analysis of changed site conditions and corrective action(s), and address questions from Resident Engineer regarding submittals.
- Provide technical support for construction change orders.
- Prepare as-built drawings based upon contractor or Resident Engineer provided markups.

ATTACHMENTS

EXHIBIT B PHASE 1 FEE PROPOSAL

EXHIBIT B

Work Plan - Hourly Rate Schedule

PHASE 1 FEE PROPOSAL

Task	Task Description	Class Rate	Personnel											Supplies and Reimbursables	Total Hours	Sub-Total OMNI	Total OMNI	Subconsultants				Task Sub-Totals	Task Subtotal	Phase 1 Task Totals													
			Boyle (QA/QC)	Weiland (PIC)	Winton (PM)	Veduta (TE)	Huffman (PE)	Mills (Traff)	Robertson (LLA)	Wunschel (Srvy)	Carcha (EIT)	Chambers (EIT)	Ramirez (Tech)					Morris (Tech)	Metro Traffic Data, Inc.	The Lockwood Agency	Crawford & Bowen Planning				Mark up												
Phase 1 - Project Development																																					
1.1	Management, Meetings & Coordination																\$8,915.00																				
1.1.1	Project Management			2	24												\$4,556.00																			\$4,556	
1.1.2	Progress Meetings (5)			2	20											\$4,359.00																				\$5,220	
1.2	Project Development																\$32,715.00																			\$33,480	
1.2.1	Data Collection & Review				2			2					6				\$1,350.00																			\$2,085	
1.2.2	Field Reconnaissance				8			8									\$2,541.00																			\$2,541	
1.2.3	Preliminary Traffic Operations Analysis			1	2	4				12				24	8		\$6,108.00																			\$6,108	
1.2.4	Develop Geometrics & Footprint (Roundabout)		4	1	2				32						28		\$9,156.00																			\$9,156	
1.2.5	Develop Geometrics & Footprint (Signal)			1	2										8		\$3,732.00																			\$3,732	
1.2.6	Preliminary Cost Estimates			2	2				6						20		\$3,596.00																			\$3,596	
1.2.7	Draft & Final ICE Report			1	2		4		8	16					16		\$6,232.00																			\$6,232	
1.3	Public Outreach																\$5,994.00																			\$13,922	
1.3.1	Public Outreach Coordination Plan				2												\$346.00																			\$4,599	
1.3.2	Public Outreach Meeting No. 1			2	6				6		8						\$385.00																			\$8,264	
1.3.3	City Council Meeting (1)			1	4												\$1,059.00																			\$1,059	
1.4	Environmental Clearance																\$3,224.00																			\$7,372	
1.4.1	CEQA: Categorical Exemption			1	2				4								\$1,612.00																			\$4,452	
1.4.2	NEPA: Field Review and PES Form			1	2				4								\$1,612.00																			\$4,920	
1.4.3	NEPA: Categorical Exclusion																\$0.00																		\$0		
Subtotal Hours			4	13	80	8	70	28	8	6	78	24	40	30			389																				
Subtotal Dollars			\$844.00	\$2,626.00	\$13,840.00	\$1,512.00	\$8,680.00	\$4,228.00	\$1,448.00	\$756.00	\$7,410.00	\$2,424.00	\$2,840.00	\$3,030.00	\$1,210.00			\$50,848.00	\$50,848.00	\$700.00	\$8,370.00	\$3,950.00	\$651.00	\$13,671.00	\$64,519.00	\$64,519.00											

ATTACHMENTS

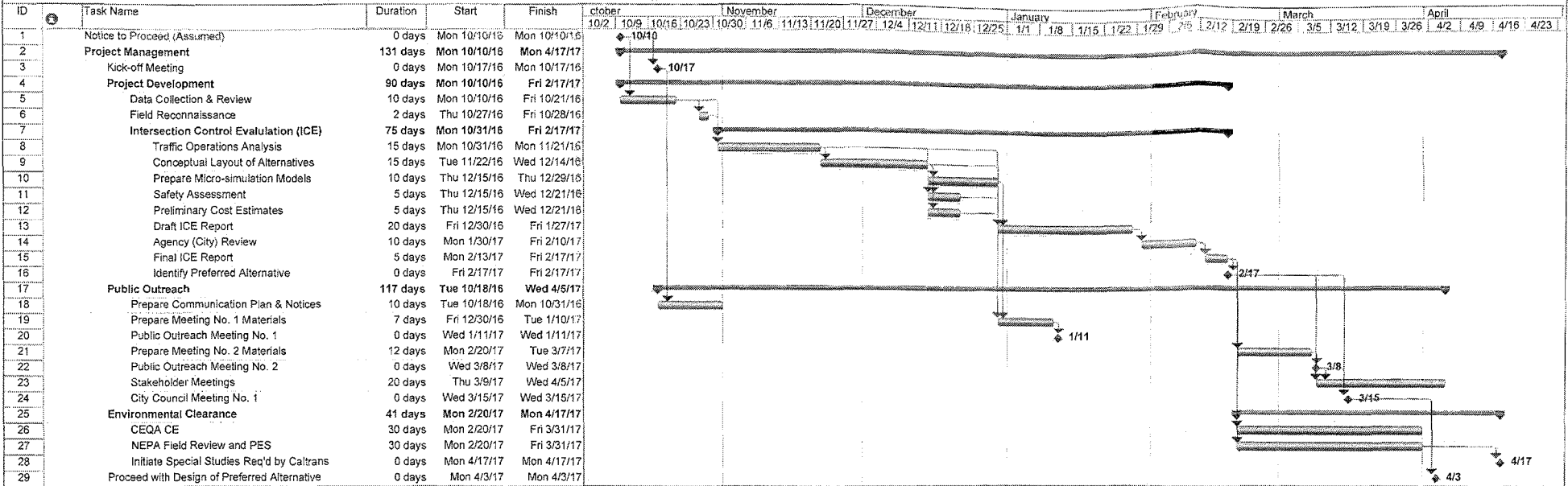
EXHIBIT C

PHASE 1 PROJECT TIMELINE

EXHIBIT C

PROJECT SCHEDULE PHASE 1 - PROJECT DEVELOPMENT

Lake Street/4th Street/Central Avenue Intersection Improvements
Project Schedule - PHASE 1 PROJECT DEVELOPMENT
Prepared For: City of Madera



Project: P734SCD001.mpp
Date: Tue 9/6/16

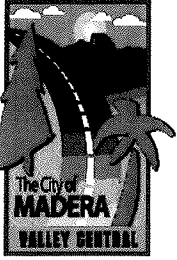
Task
Split

Progress
Milestone

Summary
Project Summary

External Tasks
External Milestone

Deadline



REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF December 21, 2016

AGENDA ITEM NUMBER B-10

APPROVED BY



GRANTS ADMINISTRATOR



CITY ADMINISTRATOR

SUBJECT: Consideration of a Resolution Appointing Ramon Lopez Maciel as a Member of the City of Madera Transit Advisory Board

RECOMMENDATION: Staff recommends adoption of a resolution appointing Ramon Lopez Maciel as a member of the City of Madera Transit Advisory Board (TAB).

SUMMARY:

This appointment serves to fill a current Transit Advisory Board member vacant seat. Upon Council Member Derek Robinson's re-election to the City Council, he is able to nominate a candidate to serve in the TAB. Mr. Maciel submitted an application accepting the nomination. He is a resident of Madera, qualified and willing to serve in the TAB. The term of service will be consistent with the term of Council Member Robinson's City Council term and will therefore expire on December 2020.

In order to continue to have TAB meetings, a quorum of four (4) members needs to be present. Members in the TAB typically have transit knowledge and experience which serves beneficial when making recommendations to improve the City's transit services. The Transit Advisory Board is comprised of seven (7) members of whom six (6) are nominated by individual Council Members and one (1) is appointed by the Mayor. Board Members serve a term of four (4) years or until the Mayor or Council Member who nominated the TAB member is no longer serving, whichever period is shorter.

FINANCIAL IMPACT: None.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The appointment of qualified Transit Advisory Board Members addresses components within Strategy 121. *Multi-modal transportation: 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 - _____

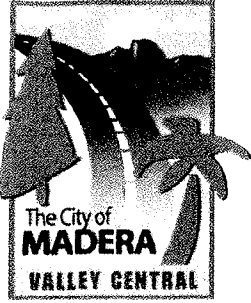
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPOINTING RAMON LOPEZ MACIEL AS A MEMBER
OF THE CITY OF MADERA TRANSIT ADVISORY BOARD**

WHEREAS, Councilman Derek Robinson has nominated Mr. Ramon Lopez Maciel for appointment to the City of Madera Transit Advisory Board.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA
HEREBY FINDS RESOLVES AND ORDERS AS FOLLOWS:**

1. Ramon Lopez Maciel is hereby appointed to the office of the Transit Advisory Board of the City of Madera for the term prescribed by law.
2. This resolution is effective immediately upon adoption.

* * * * *



CITY OF MADERA COMMISSION, BOARD, AND COMMITTEE

APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

- | | |
|---|--|
| <input checked="" type="checkbox"/> ADA Advisory Council | <input type="checkbox"/> Airport Advisory Commission |
| <input type="checkbox"/> Beautification Committee | <input type="checkbox"/> Civil Service Commission |
| <input type="checkbox"/> CDBG Review and Advisory Committee | <input type="checkbox"/> Loan Review Committee |
| <input checked="" type="checkbox"/> Planning Commission | <input checked="" type="checkbox"/> Transit Advisory Board |
| <input type="checkbox"/> Other: _____ | |

Please type or print in ink.

Lopez Maciel

Ramon

LAST NAME	FIRST NAME	MI

EMPLOYER	JOB TITLE	BUSINESS PHONE
----------	-----------	----------------

LENGTH OF RESIDENCE IN CITY OF MADERA 4 YEARS _____ MONTHS	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	HAVE YOU EVER BEEN CONVICTED OF A FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
---	--	--

EDUCATIONAL BACKGROUND:

I am a Professional Civil Engineer, licensed by the California Board of Professional Engineers and Land Surveyors. In 1997 I graduated from San Diego State University with a B.S. degree in Civil Engineering. Then, I got a Graduate Certificate in Project Management from California State University, Sacramento. I also have three Associates of Arts degrees from Palomar College in Engineering, Mathematics and Liberal Arts and Sciences.

PLEASE LIST ANY ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND ANY OFFICES YOU HAVE HELD IN THOSE ORGANIZATIONS:

* Valley Investment Club: I had served as Treasurer and Assistant Treasurer
* Wordmasters Toastmasters: A communication and leadership development organization. I had served as President, and Vice President of Education.

PLEASE LIST ANY APPOINTED PUBLIC BOARDS OR COMMISSIONS ON WHICH YOU HAVE SERVED, DATES OF SERVICE AND ANY CHAIRMANSHIP OR OFFICE HELD:

Saint Joachim Church Council: I served as one of 12 council members for 3 years during 2006-2008. On my last year I served as the Council President. The Parish Council is an advisory body to the Pastor. As a President, I chaired the meetings, developed agenda and facilitated council discussions.

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

I have a passion for serving my community. After work, I enjoy doing community work. I had served my community in many capacities. In Sports, I coached a Youth Soccer team for 8 years. In Education, I often speak to students about the importance of education, and at Church, I serve as a Coordinator in a Families Group Ministry.

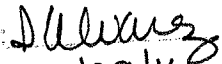
REFERENCES (Optional):

11/27/16
DATE


SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street
Madera, CA 93637
(559) 661-5405
(559) 674-2972 Fax

RECEIVED
City of Madera City Clerk
By: 
Date: 11/29/16



REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF December 21, 2016

AGENDA ITEM NUMBER B-11

APPROVED BY



GRANTS ADMINISTRATOR



COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: Consideration of Resolutions Ratifying and Adopting 2016/2017 Community Development Block Grant Agreements for Services as follows:

- A. The Community Action Partnership of Madera County to Coordinate with the Fresno/Madera Continuum of Care
- B. The Madera County Workforce Investment Corporation to Provide Scholarships for Adults Learning and Training
- C. The Madera Coalition for Community Justice to Coordinate the Resilient Madera Program
- D. The City of Madera Parks and Community Services Department to Provide Nutrition, Fitness, Recreation and Education Services to Seniors
- E. The City of Madera Parks and Community Services Department for Various Centennial Park Improvements
- F. CalFire to Purchase and Equip Fire Station No. 6 with an Emergency Backup Generator

RECOMMENDATION:

Staff recommends Council adopt the Resolutions approving agreements with the Community Action Partnership of Madera County, the Madera County Workforce Investment Corporation and the Madera Coalition for Community Justice, one city department and CalFire. Each agency and city department received CDBG allocations for FY 2016/2017.

DISCUSSION:

Council previously allocated Community Development Block Grant (CDBG) funding to various community organizations and City departments at its August 3, 2016 meeting. The Department of Housing & Urban Development (HUD) requires that the city enter into separate agreements prior to supporting their activities. The Council's approval to enter into the necessary agreements will satisfy HUD's requirements for these program activities during FY 2016/2017. Table 1 provides a description of each program and its CDBG allocation.

FINANCIAL IMPACT:

Approval of the attached agreements will not impact the General Fund because all of the activities will receive their funding from the CDBG program.

VISION MADERA 2025 CONSISTENCY:

Authorization of the attached agreements will support the Vision Madera 2025 Strategies and 2016/2019 Consolidated Plan as follows:

Strategy 113.3: Establish budgets to ensure all City facilities that provide services to the public are ADA compliant.

Strategy 121.10: Add facilities and amenities for the public.

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

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

Strategy 314.2: Continue and expand facilities for at-risk youth.

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

Strategy 321.1: Create a coalition with the goal of raising Maderans' access to and use of higher education.

Strategy 332: Youth Services: Expand comprehensive services for Madera's youth, including employment opportunities, community activities, sports programs, performing arts and after-school programs.

Strategy 337: Develop programs for Maderans of all ages with an emphasis on youth and senior activities.

Strategy 407: Promote and expand existing services, supportive services, case management and self-sufficiency for Madera residents to maintain independent lifestyles.

Strategy 411: Enhance and expand recreational activities available to Maderans.

Strategy 421: First Response Emergency Services: Ensure the safety and protection of Madera and its community members through adequate first response to emergencies. Maintain sufficient resources to expand protection as the community grows.

Strategy 431: Alternative Energy Use: Develop a City plan to promote both governmental and citizen use of alternative sources of energy.

Public Facilities/Improvements: Installation or reconstruction of public facilities and improvements, focusing on the highest priority facilities of parks, storm drainage, and sewer and water facilities.

CDBG 2016/2019 CONSOLIDATED PLAN CONSISTENCY:

The use of CDBG funds requires the city to meet goals established by HUD. Some of these activities provide services to low- to moderate-income persons within areas of our community. These areas have percentages of low- to moderate-income persons equal to or greater than 51 percent. The remaining activities provide services by conducting income testing, or by servicing certain groups presumed by HUD to meet the lower income criteria. HUD has defined these groups as: abused children, battered spouses, elderly persons, persons with disabilities, homeless persons, illiterate persons and migrant workers.

Table 1

Attachment	Program	Description	Allocation
A	Community Action Partnership of Madera County Fresno/Madera Continuum of Care	To assist homeless persons to obtain affordable housing and assist persons at risk of becoming homeless. To prepare future proposals to HUD to finance programs to assist homeless persons and families within Madera, and to fund a portion of a Point-in-Time survey.	\$16,000
B	Madera County Workforce Investment Corporation Scholarships for Adult Learning and Training	To provide unemployed persons with educational tools and resources to develop skills and thereby increase the ability to successfully locate, obtain and retain employment.	\$10,000
C	Madera Coalition for Community Justice Resilient Madera	To provide leadership development and create opportunities for whole families to engage in the academic success of their students and to involve students in community service.	\$10,000
D	City of Madera Parks and Community Services Department Senior Services	To provide nutrition, fitness, recreation and education services to seniors.	\$95,227
E	City of Madera Parks and Community Services Department	To address Centennial Park’s aging infrastructure such as failing concrete pool decking and associated drains, worn shade structures, ADA deficits, lack of exterior lighting and deteriorated exposed wood beams.	\$430,000
F	CalFire	To replace an existing 20-30 year-old generator with a new, natural gas generator to fully provide electrical power to Fire Station No. 6 in the event of a power outage.	\$25,000

RESOLUTION NO. 16-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, RATIFYING AND APPROVING A 2016/2017 COMMUNITY
DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE
COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY**

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The Agreement for Services Funded by the City of Madera, California, with the Community Action Partnership of Madera County, to assist homeless persons to obtain affordable housing and assist persons at risk of becoming homeless, and to prepare future proposals to HUD to finance programs to assist homeless persons and families within Madera, and to fund a portion of a Point-in-Time survey is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
3. This resolution is effective immediately upon adoption.
4. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

RESOLUTION NO. 16-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, RATIFYING AND APPROVING A 2016/2017 COMMUNITY
DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE
MADERA COUNTY WORKFORCE INVESTMENT CORPORATION**

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The Agreement for Services Funded by the City of Madera, California, with the Madera County Workforce Investment Corporation, to provide unemployed persons with educational tools and resources to develop skills and thereby increase the ability to successfully locate, obtain and retain employment is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
3. This resolution is effective immediately upon adoption.
4. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

RESOLUTION NO. 16-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, RATIFYING AND APPROVING A 2016/2017 COMMUNITY
DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE
MADERA COALITION FOR COMMUNITY JUSTICE**

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND
RESOLVE AS FOLLOWS:

1. The Agreement for Services Funded by the City of Madera, California, with the Madera Coalition for Community Justice, to provide leadership development and create opportunities for whole families to engage in the academic success of their students and to involve students in community service is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
3. This resolution is effective immediately upon adoption.
4. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

RESOLUTION NO. 16-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, RATIFYING AND APPROVING A 2016/2017 COMMUNITY
DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE
CITY OF MADERA PARKS AND COMMUNITY SERVICES DEPARTMENT**

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The Agreement for Services Funded by the City of Madera, California, with the City of Madera Parks and Community Services Department, to provide nutrition, fitness, recreation and education services to seniors is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
3. This resolution is effective immediately upon adoption.
4. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

RESOLUTION NO. 16-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, RATIFYING AND APPROVING A 2016/2017 COMMUNITY
DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE
CITY OF MADERA PARKS AND COMMUNITY SERVICES DEPARTMENT**

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND
RESOLVE AS FOLLOWS:

1. The Agreement for Services Funded by the City of Madera, California, with the City of Madera Parks and Community Services Department, to address Centennial Park's aging infrastructure such as failing concrete pool decking and associated drains, worn shade structures, ADA deficits, lack of exterior lighting and deteriorated exposed wood beams is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
3. This resolution is effective immediately upon adoption.
4. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

RESOLUTION NO. 16-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, RATIFYING AND APPROVING A 2016/2017 COMMUNITY
DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH CALFIRE**

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The Agreement for Services Funded by the City of Madera, California, with CalFire, to replace an existing 20-30 year-old generator with a new, natural gas generator to fully provide electrical power to Fire Station No. 6 is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
3. This resolution is effective immediately upon adoption.
4. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2016.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and the Community Action Partnership of Madera County, Inc. hereafter referred to as the "CONTRACTOR."

RECITALS:

WHEREAS, the CITY has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California; and

WHEREAS, the Madera City Council has determined a program to assist homeless persons to obtain affordable housing and assist persons at risk of becoming homeless is eligible for funding under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to establishing a partnership with the community to be progressive in nurturing a sense of community and contributing to community wellness; and

WHEREAS, the CONTRACTOR has submitted a project plan and budget to prepare future HUD proposals to finance programs to assist homeless persons and families within Madera, and to fund a portion of a Point-in-Time survey consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the CITY Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

The CONTRACTOR shall provide all services and responsibilities as set forth in the project design, which is attached to this Agreement, marked as Exhibit "A," and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the CONTRACTOR in the performance of this Agreement and shall be documented to the CITY by the fifteenth (15th) day of the month following the end of the quarter. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "B" and incorporated herein by reference. The total obligation of the CITY under this Agreement shall not exceed \$16,000 in fiscal year 2016-2017. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The CONTRACTOR shall disclose in all public information its funding source.

c. Lobbying Activity

The CONTRACTOR shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The CONTRACTOR shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The CONTRACTOR shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of Community Development Block Grant funds.

Program Income

CONTRACTOR shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to CITY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to CITY.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2016 and shall end its performance June 30, 2017, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

CONTRACTOR shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. Reports/Required Notifications

The CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

The CONTRACTOR shall also furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement. In the event that the CONTRACTOR fails to provide such reports, it shall be deemed sufficient cause for the CITY to withhold payments until there is compliance. In addition, the CONTRACTOR shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

CITY shall notify CONTRACTOR in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event that corrections are not accomplished by CONTRACTOR within thirty (30) days, written notification shall constitute CITY's intent to terminate this Agreement.

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR shall not affix any restrictive markings upon any data. If markings are affixed, CITY shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The CITY will inform CONTRACTOR in writing if CDBG funds are provided under this Agreement, which require CONTRACTOR to submit an application or to complete a record as an integral part of receiving these funds.

CONTRACTOR shall submit with each quarterly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of time cards and related pay stubs for reimbursement.

8. Assignment

CITY and CONTRACTOR may not assign, or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

9. Subcontracts

If the CONTRACTOR should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved as to form and content by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

The CONTRACTOR shall be responsible to the CITY for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the CONTRACTOR is subject to under this Agreement. No officer or director of the CONTRACTOR shall have any direct monetary interest in any subcontract made by the CONTRACTOR. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the CONTRACTOR.

In addition, if the CONTRACTOR receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "C."

10. Conflict of Interest

No officer, employee, or agent of the CITY who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

a. Eligibility for Services

The CONTRACTOR shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The CONTRACTOR's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. CONTRACTOR shall comply with requirements set forth in Exhibit D, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The CONTRACTOR shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status or disability status in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the CITY shall withhold all further funds until the CONTRACTOR can show by clear and convincing evidence to the satisfaction of the CITY that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the CITY, no person shall be employed by the CONTRACTOR who is related by blood or marriage or who is a member of the Board of Directors or an officer of the CONTRACTOR. In the event HUD determines a CDBG-funded CONTRACTOR'S organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then CONTRACTOR shall accept all responsibility to return any CDBG funds received from CITY.

12. Termination

a. This Agreement may be immediately terminated by CITY for cause where in the determination of CITY, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the CITY hereunder constitute a waiver by the CITY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR, nor shall such payment impair or prejudice any remedy available to the CITY with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the CITY may, in its sole discretion, immediately suspend or terminate this Agreement.

c. CITY shall have the option to terminate this Agreement without obligation of CITY to reimburse CONTRACTOR from the date the Federal or State Government withholds or fails to disburse funds to CITY, in the event such government withholds or fails to disburse funds, CITY shall give CONTRACTOR notice of such funding limitation or termination within a reasonable time after CITY receives notices of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

13. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in writing by the City Administrator, or his designee.

14. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

15. Evaluation

The CITY shall monitor and evaluate the performance of the CONTRACTOR under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The CONTRACTOR shall participate in evaluation of the program.

CONTRACTOR shall cooperate fully with CITY, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

CONTRACTOR shall also agree to on-site monitoring and personal interviews of participants, CONTRACTOR's staff, and employees by appropriate CITY staff on at least a quarterly basis.

16. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

17. Reversion of Assets

The CONTRACTOR must obtain prior written approval from the CITY whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR shall reimburse the CITY in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the CITY of these obligations.

18. Breach of Agreement

In the event the CONTRACTOR fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the CONTRACTOR's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

19. No Third Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

20. Indemnification

IN THE EVENT HUD DETERMINES A CDBG-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD REQUIRES REPAYMENT OF CDBG FUNDS, THEN CONTRACTOR SHALL REPAY ANY CDBG FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

21. Entire Agreement

This Agreement constitutes the entire agreement between CONTRACTOR and CITY with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:

**COMMUNITY ACTION PARTNERSHIP
OF MADERA COUNTY**

By: _____
Andrew J. Medellin, Mayor

By: Mattie Mendez
Mattie Mendez, Executive Director

Date: _____

Date: 12/16/14

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

Date: _____

Date: _____

RECEIVED
3-24-16
J. Rojas

ORIGINAL

**CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE PROPOSAL APPLICATION
2016/2017**

AGENCY/PROGRAM INFORMATION **DATE SUBMITTED:** March 24, 2016

Legal Name of Agency: Community Action Partnership of Madera County, Inc.

Program Name: Fresno Madera Continuum of Care Ending Homelessness

Agency Address: 1225 Gill Avenue

City/Zip: Madera, 93637 Telephone: (559) 673-9173

Program Director: Elizabeth M. Wisener FAX (559) 673-3223

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. All research documentation must be acknowledged.)

This application seeks to help address community challenges created by homelessness in Madera. Homeless Services and Facilities was identified as a "High Priority" on The City of Madera's 2015 - 2019 Consolidated Plan. The most recent homeless-point-in-time-count was conducted in January 2016 in Fresno and Madera Counties, but the results have not been published yet. For purposes of this grant application the data from the 2015 Homeless Point-In-Time Count will be used to support how the need was identified. The 2015 Count Report enumerated 196 unsheltered homeless people and 68 sheltered homeless for a total of 264. Because of the support of the City of Madera with the CDBG grant, progress is being made on the Madera County's Ten Year Plan to End Homelessness that was put into place in 2011. Even though progress has occurred, there is more work that needs to be done. Below is a summary of the progress that is being made towards ending homelessness in Madera County:

HOMELESS POINT-IN-TIME COUNT HISTORY						
FOR THE COUNTY OF MADERA						
DESCRIPTION	2010	2011	2012	2013	2014	2015
Sheltered	161	177	90	90	111	68
Unsheltered	365	551	551	242	221	196
Total	526	728	641	332	332	264
Percent Increase/ Decrease From Prior Year		38.40%	-11.95%	-48.21%	0.00%	-20.48%

The change in homelessness from 2010 to 2015 has declined by 262 or 49.8 %. The ongoing CDBG support that has been provided by the City of Madera has helped to make this happen.

If this funding request is awarded, CAPMC will assist the City of Madera in achieving the SP-45 Goal regarding Homeless Prevention as listed on page 147 of the City of Madera 2015 – 2019 Consolidated Plan.

The funding request also lines up with SP-60 Homeless Strategy as outlined on page 152 of the City of Madera 2015 – 2019 Consolidate Plan. This strategy outlines actions the City will take to address homelessness. The strategy includes a statement that the City will work with and support CAPMC. The Plan also shares that the City intends to continue supporting the Fresno Madera Continuum of Care and the Madera County Homeless Coalition.

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. (Attach sheets if necessary.)

Madera homeless service providers include the following entities: The Madera Rescue Mission which provides emergency shelter services and transitional programs for the homeless, the Community Action Partnership of Madera County (CAPMC) operates both a Domestic Violence Shelter and the Shunammite Place; a permanent supportive housing program that provides housing for chronically homeless women, a men’s Victory Outreach program, Turning Point operates Serenity Village in Oakhurst which is a permanent supportive housing program for men, and the Effie Kennon Ranch men’s program in Fairmead. Please see the schedule below for a more complete list.

In addition, CAPMC is a member of the Fresno-Madera Continuum of Care (FMCoC); the Community Services Program Manager serves both on the Board of Directors and the Executive Committee. The Resident Manager of the Shunammite Place serves as the alternate board member. The FMCoC is comprised of homeless service providers who meet monthly to

collaborate, develop and improve on a community-wide systematic approach to addressing the needs of the homeless population. Per the Housing and Urban Development (HUD) regulations, it is required that agencies receiving homeless funding be members of a HUD recognized Continuum of Care, and the Shunammite Place is funded predominately by HUD.

In addition, the table below depicts the progress that has been made over the last 5 years in building capacity to serve the homeless.

Five-Year Comparison of Madera County Homeless Projects					
Madera County Homeless Programs in 2010			Madera County Homeless Programs in 2015		
Count	Program	Housing Capacity	Count	Program	Housing Capacity
1	CAPMC - Shunammite Place	15	1	CAPMC - Shunammite Place	15
2	CAPMC - Martha Diaz Battered Women's Shelter	18		CAPMC - Martha Diaz Battered Women's Shelter	18
3	Madera Behavior Health- Madera Project	4	2	Madera Behavioral Health- Madera Project	4
4	DSS - Once-in-a-lifetime housing assistance	**		Madera Behavioral Health - Chowchilla Project	8
5	Madera Housing Authority Family Unification	16	3	DSS - Once-in-a-lifetime housing assistance	**
6	Madera Housing Authority VASH Program (Vets)	50	4	Madera Housing Authority Family Unification	16
7	Madera Rescue Mission	132	5	Madera Housing Authority VASH Program (Vets)	50
			6	Madera Rescue Mission	132
			7	Turning Point - Serenity Village in Oakhurst	7
			8	Effie Kennon Ranch	10
			9	DSS - CalWorks Assistance	**
			10	Victory Outreach Mens Home	10
			11	ClearView Outreach	30
Total Bed Capacity		235	Total Bed Capacity		300

Notes:

Housing capacity increase by 65 or 27.65% in the last 5 years.

The chart above depicts rough estimates. If an ** is listed by housing capacity, the housing capacity is unknown.

Clearview Outreach shared that they helped house about 30 homeless people in 2015. They don't receive funding from a State or Federal entity. Their church provides assistance to homeless people to help them get off of the streets.

Explain how your program supplements or complements existing services without duplicating them. (Attach sheets if necessary.)

The Fresno-Madera Continuum of Care (FMCoC) invites nonprofit service providers, government entities, business, and individuals to join in the efforts to end homelessness in the community by becoming a member of the FMCoC. FMCoC does not duplicate or provide direct services, but enhances and compliments all other homeless services within the FMCoC region through the ability to standardize services, provide the mandated Federal organization of service providers and the community members, and enables the region to apply for or receive \$7,589,285 annually in HUD homeless funds. Without the FMCoC, a Madera County entity would not be eligible to apply for HUD funds which provide operational and supportive services for the Shunammite Place permanent supportive housing and Serenity Village in Oakhurst.

The FMCoC is a federally mandated homeless organization that serves as the Continuum of Care for the cities of Fresno, Madera, Clovis and all municipalities within Fresno and Madera Counties. As such, FMCoC is dedicated to increasing the awareness of the problems of people

who are homeless and to the development and carrying out of local strategies to create permanent solutions to homelessness in our community. In the coming fiscal year, the FMCoC will carry out its mission by promoting and implementing these strategies to end homelessness.

This grant will pay for the personnel that will assist the FMCoC with awareness activities related to homeless issues within the City of Madera.

Some of the activities that the CAPMC staff will be responsible for are:

- a. Ensure that the goals and objectives of the 10-year Plan to End Homelessness are being met and reported to the City of Madera and the Madera Homeless Coalition.
- b. Coordinate the Madera Homeless Coalition meetings.
- c. Organize and participate in activities to bring community awareness to the homeless populations and their issues.
- d. Provide outreach, education and information to the community on resources available for homeless people or those at-risk of becoming homeless; including the Annual Homeless Awareness Day event.
- e. Seek new funding sources to serve the homeless population.
- f. Plan and coordinate the HUD mandated 2017 Homeless Point-In-Time Count

The funding of the CDBG grant is vital to the on-going support for the homeless of Madera County. Because of the funding of the CDBG grant, CAPMC has remained an active participant on the FMCoC Executive Board, by attending monthly meetings, and serving on the FMCoC service committees. CAPMC has essentially become the voice of Madera on the Continuum. The CAPMC staff then share news from the Continuum with members of the Madera County Homeless Coalition. Without participation from an entity in Madera, Madera County would not be eligible to apply for HUD funding to expand housing services to the homeless in Madera. This funding is vital part of the success of Madera County's 10 Year Plan to End Homelessness.

Black/African American	_____	Asian AND White	_____
Asian	_____	Black/African American AND White	_____
American Indian or Alaska Native	_____	American Indian/Alaska Native AND Black/African American	_____
Native Hawaiian or Other Pacific Islander	_____	Other: _____	_____
Mexican/Chicano	_____	Cuban	_____
Puerto Rican	_____	Other Hispanic/Latino: _____	_____

EFFECTIVENESS AND EFFICIENCY

Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program’s evaluation documentation.

What National Objective does your program meet?

Although this grant application does not directly relate to the three designated National Objectives, the scope of work of a Continuum of Care Coordinator or similar position is eligible under the CDBG program as administrative cost. Please fund this application out of the administrative cost. As a reference, please see HUD Information Bulletin CPD-01-020.

Describe what measureable objectives your program meets?

1. Support activities of Madera County Homeless Coalition by coordinating and participating in Homeless Coalition meetings. The measurable performance indicator will be tracking participating in meetings.

Goal: Advocacy for Homeless				
Specific Objective	Source of Funds	Year	Performance Indicator	Expected Number
Support activities of Madera Homeless Coalition by facilitating the Madera County Homeless Coalition meetings	CDBG and other funds as available	2016/2017	Participate in meetings	6

2. CAPMC will have active membership on the Fresno-Madera Continuum of Care. Membership on the Continuum is vital because often the only representatives present at Continuum meetings

from Madera are those from CAPMC. The CAPMC staff then communicates information from the Continuum to the Madera Homeless Coalition. The measureable performance indicator will be participation in meetings.

Goal: Advocacy for Homeless				
Specific Objective	Source of Funds	Year	Performance Indicator	Expected Number
CAPMC will have active membership on the Fresno-Madera Continuum of Care.	CDBG and other funds as available	2016/2017	Participate meetings	24

- CAPMC will work with Madera Homeless Coalition to plan and facilitate a Homeless Awareness Day for Homeless people in the city of Madera.

Goal: Advocacy for Homeless				
Specific Objective	Source of Funds	Year	Performance Indicator	Expected Number
Plan and facilitate a Homeless Awareness Day for Homeless people in the city of Madera.	CDBG and other funds as available	2016/2017	Event	1

- CAPMC will plan and coordinate the 2017 Homeless Point-In-Time Count.

Goal: Advocacy for Homeless				
Specific Objective	Source of Funds	Year	Performance Indicator	Expected Number
Plan and facilitate a Homeless Point-In-Time Count	CDBG and other funds as available	2016/2017	Event	1

How will your program meet its goals in one year?

The program will monitor and report on performance indicators on a quarterly basis to the City of Madera. We will know that it has met its goals in one year if the performance indicators listed above reach the expected numbers.

SERVICE FUNDING

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

The CAPMC Staff who provide serve on the FMCoC are funded out of multiple sources. Funding is needed to cover the indirect cost associated with this grant application. The CDBG funding allows us to maximize resources to provide more comprehensive services to the homeless.

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).

Each year, CAPMC solicits in-kind donations from several sources to provide much needed assistance for homeless awareness day and the homeless point-in-time count. A dollar value has not been assigned from the donations, but the events would not be successful without the additional support. This past year we received 100 donated boxed lunches to pass out to the homeless for homeless awareness day, hygiene kit supplies, blankets, tee-shirts for volunteers for the homeless count, meals for the volunteers for both homeless awareness day and the homeless count. We do not have specific commitments for the 2016-2017 year, but Madera businesses are more than willing to support these types of community events.

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions.

CAPMC has the support of the Madera County Homeless Coalition members and the Fresno-Madera Continuum of Care members to continue facilitating and coordinating the homeless activities of the Coalition. Attached are nine support letters that were received from the following agencies:

- The Madera County Food Bank
- Madera County Workforce Development Board
- Department of Veterans Affairs
- Madera County Behavioral Health Services

- Sierra Vista Presbyterian Church
- Salvation Army
- Clearview Outreach
- Department of Social Services County of Madera
- Hope House

If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.

CAPMC does not intend to provide direct services to clients with this funding source.

When there is an overflow of clients, how is it determined whom to serve?

The Centralized/Standardized intake process that is utilized by the Homeless Management Information System (HMIS) and the FMCoC addresses the issue through the standardized referral and replacement of homeless into appropriate and available programs. This is one of the mandated services and homeless project implementations that HUD has required implementation by all CoC's. Further, within our FMCoC and the Madera Homeless Coalition ongoing dialogue and interagency cooperation assist in ensuring that all clients' needs are met.

Is income criteria used to establish eligibility for services?

CAPMC does not intend to provide direct services to clients with this funding source.

_____ Yes _____ No (If yes, attach a copy of the criteria.)

Is a fee schedule used?

CAPMC does not intend to provide direct services to clients with this funding source.

_____ Yes _____ No (If yes, attach a copy of fee schedule.)

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SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Monthly

What was the average number of Board members attending meetings last year? 9

Based on the bylaws, what is the minimum and maximum number of seats on the Board?

15 Minimum 15 Maximum

Please provide the following information:

Date of Incorporation: 1965

IRS Employer Number: 94-1612823

Attach current Board of Directors' roster, including the names, addresses, occupations and number of years served on the Board.

FINANCIAL:

How often are financial records audited, and by whom?

CAPMC is audited once a year by Randolph E. Scott & Company

Are the treasurer and/or other financial officers bonded? Yes

If so, for how much? \$200,000

List any judgments or pending lawsuits against the agency or program:

None

List any outstanding obligations:

None

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Community Action Partnership of Madera County, Inc. do hereby resolve that on February 11, 2016, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.


Furthermore, we certify that the agency making this application is (1) non profit, (2) tax exempt, and (3) incorporated in the State of California, and has complied with all applicable laws and regulations. To the best of our knowledge, all information presented herein is correct and complete.

Dated: February 11, 2016

AGENCY NAME: Community Action Partnership of Madera County, Inc.

ADDRESS: 1225 Gill Avenue, Madera, CA. 93637

TELEPHONE: (559) 673-9173

By: 
Chairperson of the Board of Directors

This application and the information contained herein are true, correct and complete to the best of my knowledge.

By: 
Executive Director

RETURN AN ORIGINAL AND TWO COPIES TO:

City of Madera
205 West Fourth Street
Madera, CA 93637
Attention: CDBG Administration

DUE DATE:

March 25, 2016, 12:00 p.m.

CONTACT PERSON:

Jorge Antonio Rojas, Program Manager – Grants
559-661-3693
jrojas@cityofmadera.com

**Community Action Partnership of Madera County
Board of Directors**

Representing	Date Seated	Board Member	Phone #	Term Expires
<u>PUBLIC OFFICIALS</u>				
Department of Social Services	05/01/09	Kelly Woodard Social Services Director P.O. Box 569 (Mail) 700 East Yosemite Avenue Madera, CA 93639	Office: 675-7841 Email: kelly.woodard@co.madera.ca.us	n/a
Alternate Executive Committee Member Expires October 2016	09/13/12	Miguel Gonzalez Program Manager P.O. Box 569 (Mail) 629 East Yosemite Avenue Madera, CA 93639	Office: 675-7841 Email: miguel.gonzalez@co.madera.ca.us	n/a
Madera Unified School District Education Expertise	6/12/14	Laura Tanner-McBrien Madera Unified School District 1902 Howard Road Madera, CA 93637	Office: 675-4500 Ext ____ DOB	n/a
Alternate	12/11/14	Victor Villar Madera Unified School District Director of Special Services 1902 Howard Road Madera, CA 93637	Office: 675-4500 Ext 223	n/a
Board of Supervisors Business Administration Expertise	01/01/13	Rick Farinelli Madera County Board of Supervisors 200 West 4 th Street Madera, CA 93637	Office: 675-7700 Direct: 662-6113 Cell: 706-5386 Email: DOB 11/29/50	n/a
Alternate	01/11/2011	Max Rodriguez Madera County Board of Supervisors 200 West 4 th Street Madera, Ca. 93637		n/a
Madera City Council	01/01/15	Donald E. Holley Madera City Hall 205 W. Fourth Street Madera, CA 93637 613 South "B" Street Madera, CA 93638	cell- (559)706-9394 Email: deholley@nationwide.net DOB Home: (559)674-9787	n/a
Alternate	01/01/15	William Oliver Madera City Hall 205 W. Fourth Street Madera, CA 93637	Cell: (559)474-0303 Email: Woliver21@gmail.com	n/a
City of Chowchilla Business Administration Expertise Chairperson Expires October 2016	03/10/09	Dennis Haworth 130 S. Second St. Chowchilla, CA 93610	Home: 665-7885 Cell: 474-2320 Email: dhaworth@maderacap.org	n/a
Alternate	01/01/15	Mary Gaumnitz 130 S. Second St.. Chowchilla, CA 93610	Day: Cell: E-mail:	n/a

PRIVATE SECTOR

Madera Chamber of Commerce Community Affairs Expertise Vice Chairperson Expires October 2016	12/10/09	Dennis Smith 1808 Howard Road Madera, CA 93637	Day: 674-8542 Cell: 232-7777 Email: dsmith@maderacap.org	12/10/14 (1 st term) 12/10/19 (2 nd term)
Policy Council – Regional Head Start	10/1/2015	Brenda Camarillo 801 North Granada Apt #42C Madera, CA 93637	Cell: (559)479-1255 (559)718-8994 Camarillo.brenda08.bc@gmail.com	
Fiscal Management / Accounting	02/10/11	Emlen Miles-Mattingly 2649 Kimberly Drive Madera, Ca. 93637	Home 307-0767 Cell: 681-9838 Email: emattingly@maderacap.org	02/10/16 (1 st term) 02/10/21 (2 nd term)
VACANT	9/1/15			
Early Childhood Education and Development (<i>Designated 5/15/09</i>) Executive Committee Member Expires October 2016	10/8/09	Kathy Lopes 2378 Trevor Way Madera, CA 93637	Home: 674-7044 Cell: 871-6025 Email: klopes@maderacap.org	10/08/14 (1 st term) 10/08/19 (2 nd term)

TARGET AREAS

Central Madera/Alpha (Homeless Representative)	10/9/14	Cynthia Russell Shunammite Place	(559)664-8212 (Shunammite Place Phone)	09/06/17 (2 nd term of previous member)
Alternate				N/A
Eastern Madera County	12/1/15	Tyson Pogue	tpogue@co.madera.ca.gov	12/1/20 (1 st term) 12/1/25
Alternate				
Eastside/Parksdale Secretary/Treasurer Expires October 2016	04/12/09	Ruth Carral 2300 Riverview Drive #104 Madera, CA 93637	Home: 673-1124 Cell: 977-4654 Email: rcarral@maderacap.org	04/12/14 (1 st term) 04/12/19 (2 nd term)
Alternate	04/12/09	Maxine Barnett 900 South A Street Madera, CA 93638	Home: 674-1695 None	N/A
Fairmead/ Chowchilla Executive Committee Member Expires October 2016	3/11/2010	Caroline Williams 981 Suburban Avenue Madera, CA 93637	Home: 665-5290 Cell: 974-4749 Email: cwilliams@maderacap.org	3/11/15 (1 st term) 3/11/20 (2 nd term)
Alternate		Vacant		
Monroe/Washington	11/13/14	Pat Marquardt 1121 Dellavalle Ave Madera, CA 93638	Home: Work: Cell: (559)706-8938 Email:	11/13/19 (1 st term) 11/13/24 (2 nd term)

Exhibit A

2/18/2016

Committees

Executive Committee

Dennis Haworth, Chairperson
Dennis Smith, Vice Chairperson
Ruth Carral – Sec/Treasurer
Miguel Gonzales
Kathy Lopes
Caroline Williams

Personnel Committee

Cynthia Russell
Dennis Haworth
Kathy Lopes
Donald Holley

Finance Committee

Emlen Miles-Mattingly
Rick Farinelli
Ruth Carral
Donald Holley

Legal Council

Russell K. Ryan, Esq.
Motschieder, Michaelides & Wishon, LLP
1690 West Shaw Avenue, Suite 200
Fresno, California 93711
Telephone: (559) 439-4000

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 1, 2016 to June 30, 2017

NAME OF ORGANIZATION: **Community Action
Partnership of Madera County, Inc.
1225 Gill Avenue
Madera, CA 93637**

PROJECT TITLE: Fresno Madera Continuum of Care

QUARTER AND YEAR OF REPORT: _____, 20__

I. LONG RANGE OBJECTIVES:

II. SHORT RANGE OBJECTIVES:

III. SPECIFIC ACTIVITIES:

IV. OPERATION NARRATIVE:

RETURN ACTIVITY REPORTS BY THE 15TH OF THE MONTH FOLLOWING THE END OF EACH QUARTER TO:

**Jorge Antonio Rojas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3693
Fax: (559) 674-2972
Email: jrojas@cityofmadera.com**

REPORT PREPARED BY: _____

Date: _____

INCOME SOURCE	AMOUNT	
CITY		
UNITED WAY		
STATE (SPECIFY)		
FEDERAL (SPECIFY) CDBG		\$16,000
SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST)		
TOTAL INCOME		\$16,000
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	\$9,073
BENEFITS	0150	\$2,296
SERVICES & SUPPLIES		
INSURANCE	0200	
COMMUNICATIONS	0250	\$332
CONSULTANT SERVICES	0300	\$1,000
OFFICE EXPENSE	0350	\$30
OFFICE RENTAL	0400	\$831
EQUIPMENT RENTAL	0450	
UTILITIES	0500	\$148
TRAVEL (ADMIN.)	0550	\$1,000
FOOD SUPPLIES	0600	
CONTRACTS	0650	\$155
TRANSPORTATION	0700	\$1,135
FUND RAISING	0750	
TOTAL		\$16,000

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland “Anti-Kick Back” Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h)); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

- K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.
- L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.
- M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).
- N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.
- O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.
- P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
- Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
- R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
- S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

- T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFRE 570.200 relating to Special Assessments.
- U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.
- V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.
- W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.
- X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.
- Y. All contracts shall include a “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions” as required by 29 CFR Part 98.

U.S. Department of Housing and Urban Development
COMMUNITY PLANNING AND DEVELOPMENT

Special Attention of:

All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice CPD- 00-10

Issued: December 26, 2000

Expires: December 26, 2001

Subject: Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

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Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. (24 CFR §8.3) For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

Non-housing Programs

New Construction -- Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

Alterations to facilities -- Part 8 requires to the maximum extent feasible, that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. (24 CFR §8.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. 24 CFR §8.21(c)(1) Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program. (24 CFR §8.21(c)(iii))

Historic Preservation - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property, However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement, however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

Employment

Section 504 also prohibits discrimination based upon disability in employment. See 24 CFR Part 8, Subpart B.

Section 504 Self Evaluations

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. However, self-evaluation continues to be an excellent management tool for ensuring that a recipient's current policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.
- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)
- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.
- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

Title I prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151(c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections . Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151(e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/taprogram.htm, and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY))**. The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and “commercial” facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page (<http://www.hud.gov/fhe/504/sect504.html>). Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

	<u>CPD</u>	<u>FHEO</u>
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	860 240-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622-7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-3167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232-1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766-5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4391 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2107	612 370-3185

Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-3214 x8100	414 297-3214
Columbus, OH	614 469-5737 x8240	614 469-5737 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AK	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

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AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2016.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and Madera County Workforce Investment Corporation, hereafter referred to as the "CONTRACTOR."

RECITALS:

WHEREAS, the CITY has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California; and

WHEREAS, the Madera City Council has determined that a Public Service activity to provide unemployed persons with access to Vocational Training/Certification Programs and to provide educational tools and resources to develop skills and thereby increase the ability to successfully locate, obtain and retain employment is eligible for funding under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to establishing a partnership with the community to be progressive in nurturing a sense of community and contributing to community wellness; and

WHEREAS, the CONTRACTOR has submitted a project plan and budget to promote economic development, anti-poverty and self-sufficiency consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the CITY Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

The CONTRACTOR shall provide all services and responsibilities as set forth in the project design, which is attached to this Agreement, marked as Exhibit "A," and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the CONTRACTOR in the performance of this Agreement and shall be documented to the CITY by the fifteenth (15th) day of the month following the end of the quarter. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "B," and incorporated herein by reference. The total obligation of the CITY under this Agreement shall not exceed \$10,000.00 in fiscal year 2016-2017. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The CONTRACTOR shall disclose in all public information its funding source.

c. Lobbying Activity

The CONTRACTOR shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The CONTRACTOR shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The CONTRACTOR shall be subject to the same fiscal regulations imposed on CITY by the U.S. Department of Housing and Urban Development for the use of Community Development Block Grant funds.

Program Income

CONTRACTOR shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to CITY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to CITY.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2016 and shall end its performance June 30, 2017, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

CONTRACTOR shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. Reports/Required Notifications

The CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

The CONTRACTOR shall also furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement. In the event that the CONTRACTOR fails to provide such reports, it shall be deemed sufficient cause for the CITY to withhold payments until there is compliance. In addition, the CONTRACTOR shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

CITY shall notify CONTRACTOR in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event that corrections are not accomplished by CONTRACTOR within thirty (30) days, written notification shall constitute CITY's intent to terminate this Agreement.

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR shall not affix any restrictive markings upon any data. If markings are affixed, CITY shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The CITY will inform CONTRACTOR in writing if CDBG funds are provided under this Agreement, which require CONTRACTOR to submit an application or to complete a record as an integral part of receiving these funds.

CONTRACTOR shall submit with each quarterly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of time cards and related pay stubs for reimbursement.

8. Assignment

CITY and CONTRACTOR may not assign, or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

9. Subcontracts

If the CONTRACTOR should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved as to form and content by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the

CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

The CONTRACTOR shall be responsible to the CITY for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the CONTRACTOR is subject to under this Agreement. No officer or director of the CONTRACTOR shall have any direct monetary interest in any subcontract made by the CONTRACTOR. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the CONTRACTOR.

In addition, if the CONTRACTOR receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "C."

10. Conflict of Interest

No officer, employee, or agent of the CITY who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

a. Eligibility for Services

The CONTRACTOR shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The CONTRACTOR's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. CONTRACTOR shall comply with requirements set forth in Exhibit D, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The CONTRACTOR shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status or disability status in employment practices. Such practices include retirement, recruitment advertising,

hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the CITY shall withhold all further funds until the CONTRACTOR can show by clear and convincing evidence to the satisfaction of the CITY that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the CITY, no person shall be employed by the CONTRACTOR who is related by blood or marriage or who is a member of the Board of Directors or an officer of the CONTRACTOR. In the event HUD determines a CDBG-funded CONTRACTOR'S organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then CONTRACTOR shall accept all responsibility to return any CDBG funds received from CITY.

12. Termination

a. This Agreement may be immediately terminated by CITY for cause where in the determination of CITY, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the CITY hereunder constitute a waiver by the CITY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR, nor shall such payment impair or prejudice any remedy available to the CITY with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the CITY may, in its sole discretion, immediately suspend or terminate this Agreement.

c. CITY shall have the option to terminate this Agreement without obligation of CITY to reimburse CONTRACTOR from the date the Federal or State Government withholds or fails to disburse funds to CITY, in the event such government withholds or fails to disburse funds, CITY shall give CONTRACTOR notice of such funding limitation or termination within a reasonable time after CITY receives notices of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

13. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in writing by the City Administrator, or his designee.

14. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

15. Evaluation

The CITY shall monitor and evaluate the performance of the CONTRACTOR under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The CONTRACTOR shall participate in evaluation of the program.

CONTRACTOR shall cooperate fully with CITY, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

CONTRACTOR shall also agree to on-site monitoring and personal interviews of participants, CONTRACTOR's staff, and employees by appropriate CITY staff on at least a quarterly basis.

16. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

17. Reversion of Assets

The CONTRACTOR must obtain prior written approval from the CITY whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR shall reimburse the CITY in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the CITY of these obligations.

18. Breach of Agreement

In the event the CONTRACTOR fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the CONTRACTOR's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

19. No Third Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

20. Indemnification

In the event HUD determines a CDBG-funded CONTRACTOR has violated federal rules and regulations and HUD requires repayment of CDBG funds, then CONTRACTOR shall repay any CDBG funds within 90 days of a written request from CITY.

21. Entire Agreement

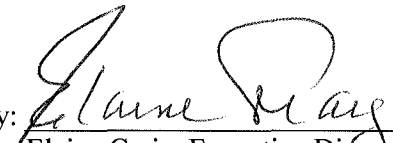
This Agreement constitutes the entire agreement between CONTRACTOR and CITY with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:

MADERA COUNTY WORKFORCE INVESTMENT CORPORATION

By: _____
Andrew J. Medellin, Mayor

By:  _____
Elaine Craig, Executive Director

Date: _____

Date: 12-5-16

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

Date: _____

Date: _____

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE PROPOSAL APPLICATION
2016/2017

AGENCY/PROGRAM INFORMATION

DATE SUBMITTED: February 18, 2016
(rev. 12/5/2016)

Legal Name of Agency: Madera County Workforce Investment Corporation

Program Name: SALT: Scholarships for Adult Learning and Training

Agency Address: 441 E. Yosemite Avenue

City/Zip: Madera Telephone: 559-662-4589

Program Director: Elaine M. Craig, Executive Director FAX: 559-673-1794

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. All research documentation must be acknowledged.)

U.S. Census data from 2014 indicates that 26.9% of the population of the City of Madera live in households below the poverty level. In addition, the unemployment rate for the City of Madera, as published by the State of California Employment Development Department for the month of December 2015 was 8.7%, compared to the County of Madera at 10.1%, the State at 5.8% and National at 4.8%. The unemployment rate for the City of Madera, however, does not reflect the statistic of "Not in Labor Force" which is 40.7% of those 16 years and over. Approximately one half of the unemployed individuals who reside in Madera County live within the City of Madera. Compounding these issues of poverty and unemployment is the fact that 42% of those 25 and older in our area have less than High School diploma or equivalent, while less than 7.2% hold a Bachelor's degree and only 7.0% have an Associate's Degree. According to a report by the Center on Education and the Workforce at Georgetown University, 63% of the available jobs between now and 2018 will require at least some post-secondary training or education. To assist in addressing this need, the Madera County Workforce Investment Corporation is proposing a program offering scholarships or sponsorships for educational services (GED/HISET and High School Diploma Credit Recovery), vocational training, and certification programs. Any training will be followed with a work-based learning opportunity such as; paid internships, work experience and job shadowing with stipends at an organization or businesses in the sector in which the individual was trained, and related supportive services for low-income adult residents of the City of Madera. Programs offered will be targeted to the demand occupations in our area and could include programs in Health Care, Advanced Manufacturing, Transportation/Logistics,

Agriculture, Renewable Energy and Tourism/Hospitality. In addition to these sectors, the Jump Start Pre-Apprenticeship program offered through a partnership with the Joint Apprenticeship Training Committee and the local International Brotherhood of Electrical Workers will be available. The pre-apprenticeship program offers classroom and hands-on training resulting in a forklift certification, OSHA safety certification and CPR, resulting in access to apprenticeship opportunities in the Electrical, Plumbing and Pipe Fitting, and Sheet Metal trades, as well as certifications valued by local employers in the manufacturing, agriculture, warehousing/logistics, and transportation sectors. In addition, eligible participants will receive intensive career counseling and coaching for career pathway choices and options with training that allows maximum opportunity for stackable and portable certificates and credentials.

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. (Attach sheets if necessary.)

None

Explain how your program supplements or complements existing services without duplicating them. (Attach sheets if necessary.)

As noted above, many individuals who are seeking employment are in need of a high school diploma or equivalent, post-secondary education or technical occupational skills training, licensing, or certification, particularly in the area of the trades and technology. Funding and resources for training continue to decline and have been reduced significantly in our area over the last eight years, while the demand for higher skilled workers has been increasing, particularly as we continue to climb out from the recession. This proposed program will increase access to training, and the critical need for the added component of a work based learning activity, as well as supportive services, such as mileage, books, testing fees, etc. that increase successful completion of training to eligible individuals, and will complement other resources and services available through other community agencies, without duplication of those services, while increasing each individual participant's ability to successfully locate, obtain, and retain employment in positions that will move them along the path to economic self-sufficiency.

CLIENT POPULATION

Indicate the total number of potential clients in the community who require your services.

Approximately 5,000

State the total number of unduplicated clients you intend to serve during the term of this proposed program/service (12 months)

10

If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?

_____ Yes X No

If yes, explain:

Provide the following demographic information for the total number of unduplicated clients as indicated above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
				4	5	1		
GENDER	Female	6						
	Male	4						
FEMALE HEAD	3							

This information is confidential and is only used for government reporting purposes to monitor compliance with equal opportunity laws. Please note that self-identification of race/ethnicity is voluntary.

RACE	NO.	RACE	NO.
White	3 _____	American Indian or Alaska native AND White	_____
Black/African American	1 _____	Asian AND White	_____
Asian	_____	Black/African American AND White	_____
American Indian or Alaska Native	_____	American Indian/Alaska Native AND	_____

		Black/African American	__1__
Native Hawaiian or Other Pacific Islander	_____	Other: _____	_____
Mexican/Chicano	__5__	Cuban	_____
Puerto Rican	_____	Other Hispanic/Latino: _____	_____

EFFECTIVENESS AND EFFICIENCY

Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program’s evaluation documentation.

The program services will be evaluated using the same outcome metrics as other Workforce Innovation and Opportunity Act (WIOA) funded programs. Performance measurements will include the total number of individuals served, the number of individuals completing training and receiving a certificate/credential, and the number who enter employment, apprenticeship, or post-secondary education/training following completion of their program as well as job retention.

What National Objective does your program meet?

#1 – Activities Benefiting Lower Income Persons/Households

Describe what measureable objectives your program meets?

Increasing certificate, credential, and employment outcomes for the target population.

How will your program meet its goals in one year?

Training programs offered will range from four weeks for truck driving or pre-apprenticeship, up to eight months for Welding and Industrial Maintenance, and will be completed within the 12 month operating period.

SERVICE FUNDING

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

Local Workforce Innovation and Opportunity Act (WIOA) funding (both allocated and grants), as well as CalWORKS and Department of Rehabilitation funds may be accessed/leveraged, based on the eligibility of the individuals served. Staff time and operating costs associated with providing services under this grant will be provided by funds other than CDBG.

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).

No fundraising is planned or anticipated.

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions.

The Annual Local Strategic Plan has a public comment period and is available for review and comment. The public has an opportunity to provide feedback and input at any time during their participation with our program. In addition, quarterly and monthly meetings of the Workforce Development Board and their Executive Committee include public comment opportunities.

If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.

Services will be provided to residents of the incorporated City of Madera.

When there is an overflow of clients, how is it determined whom to serve?

Priority of services shall be given to recipients of public assistance and other low income individuals and Veterans who reside within the City of Madera. Individuals who reside outside the City limits but within Madera County will only be served after the priority individuals listed above. Overflow customers will be offered the opportunity to access other training opportunities should funding be available. Basic Career Services is available to all customers who access the Job Center, such as: Resource Room, Resume, Job Search, Use of Computers, Fax and Phone, Registration in CalJobs and other job boards.

Is income criteria used to establish eligibility for services?

Yes No (If yes, attach a copy of the criteria.)

Is a fee schedule used?

Yes No (If yes, attach a copy of fee schedule.)

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SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Monthly

What was the average number of Board members attending meetings last year? Five

Based on the bylaws, what is the minimum and maximum number of seats on the Board?

5 Minimum 8 Maximum

Please provide the following information:

Date of Incorporation: May 9, 2012

IRS Employer Number: 45-5243432

Attach current Board of Directors' roster, including the names, addresses, occupations and number of years served on the Board.

FINANCIAL:

How often are financial records audited, and by whom? Required by Uniform Guidance Part 200, annual Single Audit is performed by an outside auditing agency annually. Auditor: Morse Wittwer Sampson, LLP – copy of most recent audit will be provided upon request.

Are the treasurer and/or other financial officers bonded? No

If so, for how much? N/A

List any judgments or pending lawsuits against the agency or program:

None

List any outstanding obligations:

None

RESOLUTION/CERTIFICATION:

We, the Board of Directors of the Madera County Workforce Investment Corporation do hereby resolve that on June 14, 2016, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

Furthermore, we certify that the agency making this application is (1) non profit, (2) tax exempt, and (3) incorporated in the State of California, and has complied with all applicable laws and regulations. To the best of our knowledge, all information presented herein is correct and complete.

Dated: June 14, 2016

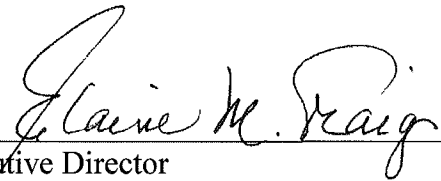
AGENCY NAME: Madera County Workforce Investment Corporation

ADDRESS: 441 E. Yosemite Avenue, Madera, CA 93638

TELEPHONE: 559-662-4589

By: _____
President of the Board of Directors

This application and the information contained herein are true, correct and complete to the best of my knowledge.

By:  _____
Executive Director

RETURN AN ORIGINAL AND TWO COPIES TO:

City of Madera
205 West Fourth Street
Madera, CA 93637
Attention: CDBG Administration

DUE DATE:

March 25, 2016, 12:00 p.m.

CONTACT PERSON:

Jorge Antonio Rojas, Program Manager – Grants
559-661-3693 jrojas@cityofmadera.com

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 1, 2016 to June 30, 2017

NAME OF ORGANIZATION: Madera County
Workforce Investment Corporation
441 E. Yosemite Street
Madera, CA 93638

PROJECT TITLE: Scholarships for Adult Learning and Training Program

MONTH/QUARTER AND YEAR OF REPORT: _____, 20__

I. CLIENT INFORMATION:

1. Total number of clients receiving service this month: _____
2. Number of unduplicated individuals provided service this month: _____
3. Number of unduplicated individuals provided services year-to-date: _____
4. Number of people refused services this month: _____

Reason(s) services were denied: _____

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH: (Items 5 through 10.)

5.

Age	0 - 5	6 - 12	13 - 17	18 - 34	35 -54	55 - 59	60 - 64	65+
Total								

6. Female Head of Household: _____

7. Sex: Female _____

Male _____

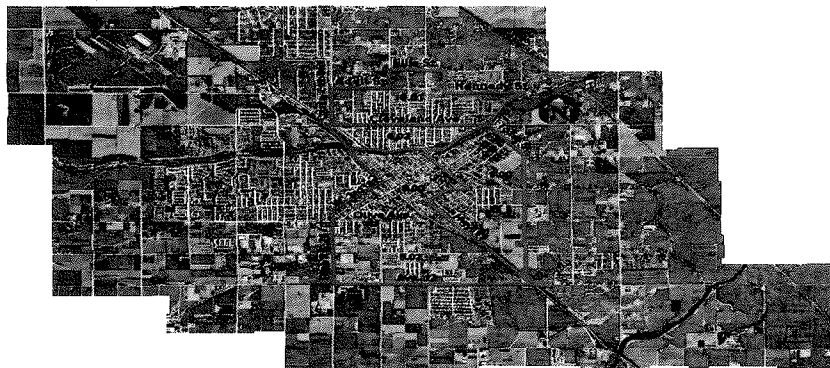
8. Residential ZIP Code: 93637 _____

93638 _____

9. Income Level by Family Size:

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	\$31,850	\$36,400	\$40,950	\$45,500	\$49,150	\$52,800	\$56,450	\$60,100
Minimum Annual Income	\$11,950	\$13,650	\$15,350	\$17,050	\$18,450	\$19,800	\$21,150	\$22,550
Total								

10. Census Tract:



5.02 _____

6.01 _____

6.02 _____

8.00 _____

9.00 _____

Note: To locate an address's Census Tract, enter the address, city, state and zip code at <http://factfinder.census.gov/servlet/AGSGeoAddressServlet>. The Census Tract number will be located in the results window.

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OPERATION NARRATIVE:

**RETURN ACTIVITY REPORTS BY THE 15TH OF THE MONTH FOLLOWING THE
END OF EACH QUARTER TO:**

**Jorge Antonio Rojas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3693
Fax: (559) 674-2972
Email: irojas@cityofmadera.com**

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

Ethnic Categories*	Select One
Hispanic or Latino	
Not-Hispanic or Latino	
Racial Categories*	Select All that Apply
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

***Definitions of these categories may be found on the reverse side.**

Signature

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

This form is to be completed by individuals wishing to be served (applicants) in programs assisted by the Department of Housing and Urban Development.

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.
 1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term “Spanish origin” can be used in addition to “Hispanic” or “Latino.”
 2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
2. The five racial categories to choose from are defined below. You should check as many as apply to the individual.
 1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
 2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
 3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as “Haitian” or “Negro” can be used in addition to “Black” or “African American.”
 4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
 5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

INCOME SOURCE	AMOUNT	
CITY		
UNITED WAY		
STATE (SPECIFY)		
FEDERAL (SPECIFY)		
SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST)		
TOTAL INCOME		
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	
BENEFITS	0150	
SERVICES & SUPPLIES		
INSURANCE	0200	
COMMUNICATIONS	0250	
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	
UTILITIES	0500	
TRAVEL (ADMIN.)	0550	
FOOD SUPPLIES	0600	
CONTRACTS/CLIENT SERVICES	0650	\$10,000
TRANSPORTATION	0700	
FUND RAISING	0750	
TOTAL		

Exhibit B

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland “Anti-Kick Back” Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h)); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

- K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.
- L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.
- M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).
- N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.
- O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.
- P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
- Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
- R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
- S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

- T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFRE 570.200 relating to Special Assessments.
- U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.
- V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.
- W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.
- X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.
- Y. All contracts shall include a “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions” as required by 29 CFR Part 98.

U.S. Department of Housing and Urban Development
COMMUNITY PLANNING AND DEVELOPMENT

Special Attention of:

All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice CPD- 00-10

Issued: December 26, 2000
Expires: December 26, 2001

Subject: Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

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Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. (24 CFR §8.3) For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

Non-housing Programs

New Construction -- Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

Alterations to facilities -- Part 8 requires to the maximum extent feasible, that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. (24 CFR §8.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. 24 CFR §8.21(c)(1) Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program. (24 CFR §8.21(c)(iii))

Historic Preservation - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property, However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement, however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

Employment

Section 504 also prohibits discrimination based upon disability in employment. See 24 CFR Part 8, Subpart B.

Section 504 Self Evaluations

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. However, self-evaluation continues to be an excellent management tool for ensuring that a recipient's current policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.
- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)
- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.
- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

Title I prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151(c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections. Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151(e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/taprogram.htm, and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY))**. The Department of Justice's technical assistance materials include among others, the [Title II Technical Assistance Manual with Yearly Supplements](#), the [ADA guide for Small Towns](#), and an ADA Guide entitled [The ADA and City Governments: Common Problems](#).

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and “commercial” facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page (<http://www.hud.gov/fhe/504/sect504.html>). Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

	<u>CPD</u>	<u>FHEO</u>
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	860 240-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622-7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-3167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232-1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766-5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4391 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2107	612 370-3185

Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-3214 x8100	414 297-3214
Columbus, OH	614 469-5737 x8240	614 469-5737 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AK	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

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AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2016.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and Madera Coalition for Community Justice, hereafter referred to as the "CONTRACTOR."

RECITALS:

WHEREAS, the CITY has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California; and

WHEREAS, the Madera City Council has determined a program to provide youth with college-readiness and preparatory assistance and activities, and to provide leadership development and create opportunities for whole families to engage in the academic success of their students and to involve students in community service is eligible for funding under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to establishing a partnership with the community to be progressive in nurturing a sense of community and contributing to community wellness; and

WHEREAS, the CONTRACTOR has submitted a project plan and budget to promote youth college-readiness and to engage parents in leadership consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the CITY Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

The CONTRACTOR shall provide all services and responsibilities as set forth in the project design, which is attached to this Agreement, marked as Exhibit "A," and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the CONTRACTOR in the performance of this Agreement and shall be documented to the CITY by the fifteenth (15th) day of the month following the end of the quarter. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "B," and incorporated herein by reference. The total obligation of the CITY under this Agreement shall not exceed \$10,000.00 in fiscal year 2016-2017. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The CONTRACTOR shall disclose in all public information its funding source.

c. Lobbying Activity

The CONTRACTOR shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The CONTRACTOR shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The CONTRACTOR shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of Community Development Block Grant funds.

Program Income

CONTRACTOR shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to CITY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to CITY.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2016 and shall end its performance June 30, 2017, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

CONTRACTOR shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. Reports/Required Notifications

The CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

The CONTRACTOR shall also furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement. In the event that the CONTRACTOR fails to provide such reports, it shall be deemed sufficient cause for the CITY to withhold payments until there is compliance. In addition, the CONTRACTOR shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

CITY shall notify CONTRACTOR in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event that corrections are not accomplished by CONTRACTOR within thirty (30) days, written notification shall constitute CITY's intent to terminate this Agreement.

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR shall not affix any restrictive markings upon any data. If markings are affixed, CITY shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The CITY will inform CONTRACTOR in writing if CDBG funds are provided under this Agreement, which require CONTRACTOR to submit an application or to complete a record as an integral part of receiving these funds.

CONTRACTOR shall submit with each quarterly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of time cards and related pay stubs for reimbursement.

8. Assignment

CITY and CONTRACTOR may not assign, or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

9. Subcontracts

If the CONTRACTOR should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved as to form and content by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be received by the CITY before any implementation

and shall be retained by the CITY.

The CONTRACTOR shall be responsible to the CITY for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the CONTRACTOR is subject to under this Agreement. No officer or director of the CONTRACTOR shall have any direct monetary interest in any subcontract made by the CONTRACTOR. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the CONTRACTOR.

In addition, if the CONTRACTOR receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "C."

10. Conflict of Interest

No officer, employee, or agent of the CITY who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

a. Eligibility for Services

The CONTRACTOR shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The CONTRACTOR's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. CONTRACTOR shall comply with requirements set forth in Exhibit D, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The CONTRACTOR shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status or disability status in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the CITY shall withhold all further funds until the CONTRACTOR can show by clear and convincing evidence to the satisfaction of the CITY that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the CITY, no person shall be employed by the CONTRACTOR who is related by blood or marriage or who is a member of the Board of Directors or an officer of the CONTRACTOR. In the event HUD determines a CDBG-funded CONTRACTOR'S organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then CONTRACTOR shall accept all responsibility to return any CDBG funds received from CITY.

12. Termination

a. This Agreement may be immediately terminated by CITY for cause where in the determination of CITY, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the CITY hereunder constitute a waiver by the CITY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR, nor shall such payment impair or prejudice any remedy available to the CITY with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the CITY may, in its sole discretion, immediately suspend or terminate this Agreement.

c. CITY shall have the option to terminate this Agreement without obligation of CITY to reimburse CONTRACTOR from the date the Federal or State Government withholds or fails to disburse funds to CITY, in the event such government withholds or fails to disburse funds, CITY shall give CONTRACTOR notice of such funding limitation or termination within a reasonable time after CITY receives notices of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

13. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in writing by the City Administrator, or his designee.

14. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

15. Evaluation

The CITY shall monitor and evaluate the performance of the CONTRACTOR under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The CONTRACTOR shall participate in evaluation of the program.

CONTRACTOR shall cooperate fully with CITY, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

CONTRACTOR shall also agree to on-site monitoring and personal interviews of participants, CONTRACTOR's staff, and employees by appropriate CITY staff on at least a quarterly basis.

16. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

17. Reversion of Assets

The CONTRACTOR must obtain prior written approval from the CITY whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR shall reimburse the CITY in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the CITY of these obligations.

18. Breach of Agreement

In the event the CONTRACTOR fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the CONTRACTOR's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

19. No Third Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

20. Indemnification

IN THE EVENT HUD DETERMINES A CDBG-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD REQUIRES REPAYMENT OF CDBG FUNDS, THEN CONTRACTOR SHALL REPAY ANY CDBG FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

21. Entire Agreement

This Agreement constitutes the entire agreement between CONTRACTOR and CITY with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:

**MADERA COALITION FOR
COMMUNITY JUSTICE**

By: _____
Andrew J. Medellin, Mayor

By: Loures Herrera
Loures Herrera, Executive Director

Date: _____

Date: 12/05/2016

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

Date: _____

Date: _____

**CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE PROPOSAL APPLICATION
2016/2017**

RECEIVED
3-22-16
JRG

AGENCY/PROGRAM INFORMATION **DATE SUBMITTED:** 3/22/2016

Legal Name of Agency: Madera Coalition for Community Justice

Program Name: Resilient Madera I and II

Agency Address: 126 N. B St. Madera, California

City/Zip: 93638 Telephone: (559) 661-1879

Program Director: Lourdes Herrera FAX: (559) 674-5674

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. All research documentation must be acknowledged.)

See attached.

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. (Attach sheets if necessary.)

There are some programs offering supportive educational activities at local schools but there are none that focuses on character-building and none that includes a parent track. There are very little ongoing supportive services at the local schools due to budget cuts but none similar to the CDBG application.

Explain how your program supplements or complements existing services without duplicating them. (Attach sheets if necessary.)

There are supportive activities ongoing education activities of local schools.

CLIENT POPULATION

Indicate the total number of potential clients in the community who require your services.

30

State the total number of unduplicated clients you intend to serve during the term of this proposed program/service (12 months)

30

If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?

 Yes X No

If yes, explain:

Provide the following demographic information for the total number of unduplicated clients as indicated above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
			15	10	5			
GENDER	Female	25						
	Male	5						
FEMALE HEAD								

This information is confidential and is only used for government reporting purposes to monitor compliance with equal opportunity laws. Please note that self-identification of race/ethnicity is voluntary.

RACE	NO.	RACE	NO.
White	<u> 1 </u>	American Indian or Alaska native AND White	<u> </u>
Black/African American	<u> 1 </u>	Asian AND White	<u> </u>
Asian	<u> </u>	Black/African American AND White	<u> </u>
American Indian or Alaska Native	<u> </u>	American Indian/Alaska Native AND	<u> </u>

		Black/African American	_____
Native Hawaiian or Other Pacific Islander	_____	Other: _____	_____
Mexican/Chicano	<u>28</u>	Cuban	_____
Puerto Rican	_____	Other Hispanic/Latino: _____	_____

EFFECTIVENESS AND EFFICIENCY

Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation.

See attached

What National Objective does your program meet?

The project addresses National Objectives # 1 by providing a public service to low-income families through leadership development and involvement of presents in the schooling of their children and student involvement in community service.

Describe what measureable objectives your program meets?

Students will be trained in strategies to cope with trauma and reduce stress as a way to help strengthen their academic achievement. MCCJ will continue to provide college-readiness/preparatory assistance as well as develop Individual Empowerment Plans to ensure each participant is thoroughly prepared to reach their college and career goals. Students will also be involved in community service once trained in leadership development. Similarly, parents will acquire skill to help them better engage their children and become an integral part of their lives.

The program will be evaluated based on comparing accomplishments to the stated objectives and activities that will be set forth in a work plan. Important criteria include completion of tasks, achieving recruitment goals and compliance with budget outlay.

How will your program meet its goals in one year?

These goals coincide with the mission and goals of our ongoing Madera Youth Leaders program. All of the youth already participating in MYL receive some of these services and we are hoping to expand to include new curriculum and activities, as well as, offer this program to even more students.

SERVICE FUNDING

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

No other funding is available at this time.

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).

None

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions.

At the annual strategic planning meeting, both board members and community attendees discuss the application and the former subsequently approved its submission.

If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.

None

When there is an overflow of clients, how is it determined whom to serve?

First come, first served.

Is income criteria used to establish eligibility for services?

Yes No (If yes, attach a copy of the criteria.)

Is a fee schedule used?

Yes No (If yes, attach a copy of fee schedule.)

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SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Monthly

What was the average number of Board members attending meetings last year? 10

Based on the bylaws, what is the minimum and maximum number of seats on the Board?

8 Minimum 20 Maximum

Please provide the following information:

Date of Incorporation: September 7, 1994

IRS Employer Number: 77-0391942

Attach current Board of Directors' roster, including the names, addresses, occupations and number of years served on the Board.

FINANCIAL:

How often are financial records audited, and by whom? 12 months;
by Craig Accountancy 1835 W. Orangewood Ave., Suite 260 Orange, CA 92868

Are the treasurer and/or other financial officers bonded? No

If so, for how much? N/A

List any judgments or pending lawsuits against the agency or program:

N/A

List any outstanding obligations:

RESOLUTION/CERTIFICATION:

We, the Board of Directors of MCCJ do hereby resolve that on February 18, 2016, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

Furthermore, we certify that the agency making this application is (1) non profit, (2) tax exempt, and (3) incorporated in the State of California, and has complied with all applicable laws and regulations. To the best of our knowledge, all information presented herein is correct and complete.

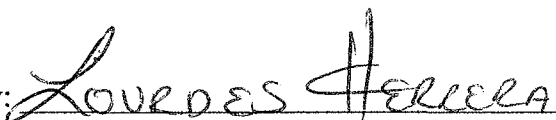
Dated: March 22, 2016

AGENCY NAME: Madera Coalition for Community Justice
ADDRESS: 126 North S Street Madera, CA 93638

TELEPHONE: (559) 661-1879

By: 
President of the Board of Directors

This application and the information contained herein are true, correct and complete to the best of my knowledge.

By: 
Executive Director

**RETURN AN ORIGINAL AND
TWO COPIES TO:**

City of Madera
205 West Fourth Street
Madera, CA 93637
Attention: CDBG Administration

DUE DATE:

March 25, 2016 12:00pm

CONTACT PERSON:

Jorge Antonio Rojas, Program Manager – Grants
559-661-3693
jrojas@cityofmadera.com

Abstract:

This application seeks to continue the very successful program (Resilient Madera) working with youth by integrating the dynamic interaction of community service with academic learning and leadership development. The new proposal will expand it to include a parent component. The two-tier program will strengthen relationships between students, parents and community to support and complement school learning and community engagement.

This project is to establish a program that is specifically designed to help the low-income and young people of color in Madera to succeed. With almost 80% of Madera County students being youth of color, close to 40% of students living in poverty, and a county with some of the highest rates of suspensions and expulsions, student dropouts, teen pregnancy and juvenile arrests in the state, it is clear that our students have many obstacles on their way to college and career paths.

(Summary of Community Need or Problem to be Addressed)

IntroductionBackground

The Madera Coalition has a long history of working with the eastside Madera community and will continue to serve these young people and their families. The target participants to build capacity of this program are 90% Latino and 100% low-income, within this population will continue to focus on English Language Learners and at-risk students in Madera.

Presenting Problem

The eastside of Madera is the home of many low-income, Latino and farmworker families. Most exist on the economic and social margins of the community. Parents of these families lose control of their children when they enter middle school. The latter are offspring of recent immigrants. Many of these youth struggle to adapt to the American culture while retaining some of their rural Mexican identity. The confluence of these forces has wide-ranging consequences on the social life of these youth. Youth hanging out with nothing to do, detached from family influence, unfamiliar with and uncommitted to school, and in fear of the law, gradually become rooted in this negative subculture. It's no surprise that Madera has one of the highest gang affiliation rate per capita in California. It also suffers from the 2nd highest teenage pregnancy rate in the Central Valley trend, juvenile arrests, felony convictions and incarceration are much higher than the rest of the state.

Madera County- Stats.	Year	County	Rank in State
Teen Pregnancy	2012	44.6 per 1000 of youth gives birth	3rd highest county
High School Dropouts:	2013	14.7% of youth dropout of high school	10th highest county
Children Living in Areas of Concentrated Poverty	2008-2012	27.6% of youth live in concentrated poverty	5th highest county
Food Insecurity	2013	30.6% of youth live in food insecure households	10th highest county
Youth Incarceration	2013	9.5 per 1000 youth has a felony arrest	11th highest county

** All data sourced from kidsdata.org*

Research continues to show a direct link between childhood trauma (Adverse Childhood Experiences) and student's academic success, mental, emotional and physical health. We know that our students cannot perform well in school while they are sick, and we must be innovative in our strategies of intervention.

For youth without a lot of support at home, due to neglect or because their parents have to work multiple jobs to make ends meet, they can feel desperate in their need for acceptance, support and stability. This is heightened in neighborhoods that suffer from high unemployment and no social support system. Growing up in this environment often pulls youth toward an unhealthy life path including gang membership and risky sexual behavior.

The Resilient Madera project target students are significantly more likely to experience childhood trauma and have compounded obstacles to overcome before reaching their educational and career goals.

Proposal Narrative

Rationale (What do students need to succeed?)

Like other innovative youth development programs in the state, we believe the young people of Madera need more systems of social/emotional support alongside educational development in order to meet their day to day needs, reach their career and college potential success, become leaders in their communities and live long and healthy lives.

"The Search Institute" identifies 40 measurable assets of young people, including support by parents or other adults, community service, involvement in extracurricular activity, academic goals, skill in making decisions, positive values, a positive view of one's own future, and social skills.⁴ In working to encourage young people to develop and rely on their own assets, the most promising programs focus on each young person's abilities while taking into consideration his/her individual family, social, cultural, and school environment. Such programs focus on developing young people's self-esteem, self-efficacy, and self-worth.

Youth development—also known as life options—programs must be flexible to be able to meet the individual needs and build on the individual assets and strengths of each young participant. Programs may provide such services as tutoring, mentoring, recreational opportunities, job training, social skills, and community service. By tailoring services to meet the needs and build on the assets of the individual, these programs motivate young people to work toward achieving successful futures.” -Advocates for youth.

Project description

The Resilient Madera project will support youth through a holistic approach to student’s health and academic success, while training in leadership and community engagement. During the course of the program, youth will strengthen their self-esteem and develop academically in order to increase their likelihood of reaching their college and career goals. In concluding the program, youth within the cohort will be applying their newly developed leadership skills to develop community-driven campaigns to benefit their families, schools and neighborhoods.

Tier I

Resilient Madera will be modeled on the successful leadership training initiative championed by President Obama, “My Brother’s Keeper”. This initiative has since been adopted by communities and organizations to create successful programs such as: Alliance for Boys and Men of Color- supported by The California Endowment, La Cultura Cura- supporting young men and women to become leaders through culturally based practices, United Students- a project of East LA’s InnerCity Struggle and Fresno Unified’s Men’s and Women’s Alliance programs. All of these programs aim to help young people who traditionally struggle to graduate high school and go on to college.

To empower the struggling students, Madera Coalition for Community Justice will facilitate leadership training that provides them all the tools to excel academically, while acknowledging that they are in need of a support system that addresses their unique challenges and gives them skills to cope, reduce stress and become resilient leaders. In that connection, MCCJ will also initiate a program to train parents to better interact with their children.

The first component of this program seeks to provide a safe and welcoming place to connect, share coping and stress reduction techniques on how to manage school while facing severe instability at home and pressure to engage in gangs or other risky behaviors.

The second goal of this program is to provide students who are less likely to graduate and go on to college, the information and support to be successful in a college or career path and to encourage growth in their self-esteem and facilitation skills, in order to make broad change in Madera. Whether they are focused on bullying on their school campus or advocating for better bus access in their area of town, they are experts in creating solutions to their communities’ struggles and are capable of leading holistically supportive and genuine community engagement through circles and forums.

Tier II

Under tier II parents will participate in a 12-week leadership workshop. The intended audience are low-income and minority parents with school-age children. Group size will be from 15-25 each semester. The teaching philosophy will be popular education and the methodology used will be small group activities, guest presentations, hands-on learning, role play and reflection.

Under tier II parents will be trained using the Cara Y Corazon (Face and Heart) curriculum developed by one Jerry Tello, co-founder of the National Compadres Network and internationally recognized authority in Latino family strengthening, and healing. The concepts of Face and Heart are directly related to the Mexican traditional concepts of character development, which is viewed as a fundamental principle for appropriate family living. This principle is grounded in the values- dignity, respect, trust, and love/acceptance. These classes allow parents to learn parenting skills built on inner strength, and gain hope, inspiration and support.

The class will be a mix of didactic activities, basic information, stories, personal examples, jokes and specific task oriented elements. The class set-up and facilitation is intended to culturally appropriate for traditional Mexican culture.

Project Outcomes:

There are three primary outcomes for the project:

(1) Each session will be made up of 20-25 youth participants, with sessions held weekly. The program will run on a year round basis, with curriculum cycles coinciding with the spring, summer and fall school schedule. Each curriculum cycle we will be accepting new students but youth are encouraged to stay with our program throughout their high school career.

Each youth session will allow the participants to create a safe and connected circle of support with other young people and their adult allies. Throughout the sessions, youth will learn about mindfulness and other techniques to help counteract the effects of Adverse Childhood Experiences, to seek the help they need to succeed, to build self-esteem, efficacy and self-worth, to know what it feels like to be valued, engage in positive decision-making and to be a leader.

(2) MCCJ will build upon previous success and ongoing college-readiness/preparatory assistance. Students will learn about A-G coursework requirements. Seniors will be given a checklist of required filings and deadlines. All youth participants will create a personalized "Individual Empowerment Plan" to help them track progress and reach their goals. Students can participate at any point in the educational path. Whether they are just starting high school or graduating this year, we will work together to map out their path to college and career. Students will meet with counselors, college representatives and campus students while attending college campus tours (UC Merced, CSU Fresno, a private university and UC Berkeley or Stanford). Parents will also be offered opportunities to engage as active participants in fulfilling their student's Individual Empowerment Plan.

(3) Youth from this program will be developing two service learning projects. The first will be a cross-campus awareness project, focused on improving the climate of their schools. The exact topic could range from bullying to school discipline but will involve social media and educational session components to reach other students on their campus. This will highlight the way students are treated at school, affects the rest of the community. When school is not seen as a safe place, youth are drawn to find other places of acceptance like gangs, tagging, substance abuse and other risky behavior.

For the second project, youth will take the support circles they are participating in and replicate them within their community. These circles will include youth, parents and other community members. The task for the youth-lead support circles will be to develop a community-driven campaign to address a local issue by conducting research, focusing media attention, and advocating before a government entity.

The result is a core group of Madera youth leaders on an individualized path to success prepared with the tools to lead their community.

(4) In part II, each class will take participants in a four phase process that includes acknowledgement, understanding, integration and action. All activities incorporate the four phase process which helps participants to grow through four stages of learning (initial idea, understanding, implementation and assimilation) into their daily lives. The participating parents will engage in interactive and experiential activities that leads to their exploring significance of the issues taught. There will also be discussions as to how the lesson pertains to and can be integrated in their lives. It is during this phase that stories are shared among them. Participating parents will also receive homework assignments.

(Effectiveness and Efficiency)

Assessment

Evaluation will measure program outcomes and process. Program effectiveness will be determined by comparing accomplishments to the stated objectives and activities that will be set forth in a work plan. Important criteria include completion of tasks, attaining recruitment goals and compliance with budget outlay. There are important indicators that will measure successes or failures. In terms of the youth: retention rate of over 60% of participants; increase knowledge confidence and skill in conducting research, planning, advocacy and evaluation; clear understanding and commitment to project mission; 75% of members participate in project activities, events and training; 60% of members participate in college outreach and preparation; establish stronger relationship with each other and with adult mentors; development of a core group of members who assume roles as mentors and trainers of fellow peers; and, increased knowledge of current events and local issues.

Separately, there will be periodic evaluations by participants and partners on the program and/or activities. These important "lessons learned" will be shared with participants, community

partners, the organization and board. Process will be evaluated through quarterly activity and budget reports. Review and updates will be provided by the director to the board monthly.

Budget Justification

Funds requested are to contribute to the Youth Coordinator's time contributed to the program, who will have sole responsibility for implementing all programmatic functions of the project and the part-time assistant. Additional funds are included to allow the Youth Coordinator, program assistant and other youth on this project, the ability to attend a training and/or conference.

Madera Coalition For Community Justice

Madera, CA 93638
*PH: (559) 661-1879
maderaccj@yahoo.com



P.O. Box 817
126 N. B Street

*FAX (559) 674-5674
maderacoalition.org

Board of Directors 2016

President-Raquel Rodarte
Treasurer- Oyuki Rubi

Vice President-Laura Hadjis
Secretary- Sue Kern

NAME	ADDRESS	PHONE	YEAR ON BOARD /SINCE	OCCUPATION
Mc Allister, Regina	1408 Wren wood Way Madera, CA 93638	(559) 675-3478 H (209) 617-0716 C	9 Year Has served since 2007	Nurse
Becerra, Jose [Application]	712 Green Way Madera, CA 93638	(559) 871-8250 C	2 year Has served since 2014	Student
Rubi, Oyuki	1725 E Cleveland Ave. # 217 Madera, CA 93638	(559) 488-1380W ext. 1392 (559) 706-3596 C	7 Years Has served since 2009	Homemaker
Kern, Sue	P.O. Box 580 North Fork, CA 93643	(559) 877-5800 H (559) 457-2132 W (559) 349-3777 C	24 Years Has served since 1992	Lawyer
Fernandez, Pablo	775 Saint Mary Ave Madera, CA 93637	(323) 715-0945	2 Years Has served since 2014	City of Madera, Parks & Rec
Nickell, Franklin [Application]		(559) 416-0964	2 Years Has served since 2014	
Alaniz, Lilia	27137 Parkwood Ave Madera, CA 93637	(559) 363-3730	3 Years Has served since 2013	Instructional Assistant
Rodarte, Raquel	10784 Juanita Dr. Madera, CA 93636	(559) 674-4631W (559) 673-2661H (559) 908-8447 C	19 Years Has served since 1997	Elementary School Teacher
Hadjis, Laura	P.O. Box 1283 Madera, Ca. 93639	(559) 673-2037 H	10 Years Has served since 2006	Retired Migrant Counselor
Ames, Netty [Application]		(559) 673-7909	1 Year Has served since 2015	
Madrigal, Aurelia	1051 Navel Ave Madera, CA 93637	(559) 395-2712	0	
Lopez, Guillermo	2169 W. Kennedy st. #14 Madera, CA 93637	(559) 514-3493	0	Student, Desmond Middle School

Honorary-Gloria Medina

Legal Counsel-Baldwin Moy

Special Guest- Ramiro & Liz Gutierrez (559) 661-0190

P.O. Box 1115, Madera, CA 93638 (559) 871-5355

Calif. Rural Legal Assistance 126 N. B St., Madera, CA 93638 (559) 674-5670

Exhibit A

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
2 CUPANIA CIRCLE
MONTEREY PARK, CA 91755-7406

DEPARTMENT OF THE TREASURY

Date: MAY 30 1995

MADERA COALITION FOR COMMUNITY
JUSTICE
P.O. BOX 817
MADERA, CA 93639

Employer Identification Number:
77-0391942
Case Number:
955065145
Contact Person:
JOSEPH FAN
Contact Telephone Number:
(818) 441-6841
Accounting Period Ending:
June 30
Foundation Status Classification:
170 (b) (1) (A) (vi)
Advance Ruling Period Begins:
August 31, 1994
Advance Ruling Period Ends:
June 30, 1999
Addendum Applies:
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we

Letter 1045 (DO/CG)

MADERA COALITION FOR COMMUNITY

will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If you are required to file a return you must file it by the 15th day of the fifth month after the end of your annual accounting period. We charge a penalty of \$10 a day when a return is filed late, unless there is reasonable

Letter 1045 (DO/CG)

MADERA COALITION FOR COMMUNITY

cause for the delay. However, the maximum penalty we charge cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. We may also charge this penalty if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are spent only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence that the funds will remain dedicated to the required purposes and that the recipient will use the funds for those purposes.

If you distribute funds to individuals, you should keep case histories showing the recipients' names, addresses, purposes of awards, manner of selection, and relationship (if any) to members, officers, trustees or donors of funds to you, so that you can substantiate upon request by the Internal Revenue Service any and all distributions you made to individuals. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

Letter 1045 (DO/CG)

MADERA COALITION FOR COMMUNITY

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Richard R. Grosco". The signature is written in dark ink and is positioned above the typed name.

Richard R. Grosco
District Director

Enclosure(s) :
Form 872-C

The Madera Coalition for Community Justice prohibits discrimination against and harassment of any employee or any applicant for employment because of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status or any other characteristic protected under applicable federal or state law. All personnel who are responsible for hiring and promoting employees and for the development and implementation of university programs or activities are charged to support this effort and to respond promptly and appropriately to any concerns that are brought to their attention.



MADERA COALITION *for* COMMUNITY JUSTICE

"If you want peace, work for justice"

Madera Coalition for Community Justice
126 N. B St.
Madera, CA 93638
(559) 661-1879
maderaccj@yahoo.com

2/17/2016

To whom it may concern:

The Board of Directors of the Madera Coalition for Community Justice had a strategic planning retreat, November 11, 2015 where the board approved the submission of a CDBG application to continue and expand the current program. Thank you.

Very truly yours,

Raquel Rodarte, Board President

A handwritten signature in black ink that reads "Raquel Rodarte" with a long horizontal flourish extending to the right.

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 1, 2016 to June 30, 2017

NAME OF ORGANIZATION: Madera Coalition for Community Justice
126 N. B Street
Madera, CA 93638

PROJECT TITLE: Resilient Madera I and II Program

MONTH/QUARTER AND YEAR OF REPORT: _____, 20__

I. CLIENT INFORMATION:

1. **Total number of college-age youth and adults receiving service this month:**

2. **Number of unduplicated college-age youth and adults provided service this month:** _____
3. **Number of unduplicated college-age youth and adults provided services year-to-date:** _____
4. **Number of college-age youth and adults refused services this month:** _____

Reason(s) services were denied: _____

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH: (Items 5 through 10.)

5.

Age	17 - 34	35 -54	55 - 59	60 - 64	65+
College-Age Youth					
Adults					
Total					

6. **Female Head of Household:** _____

7. **Gender:** Female _____

Male _____

8. Residential ZIP Code: 93637 _____

93638 _____

9. Income Level by Family Size:

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	\$31,850	\$36,400	\$40,950	\$45,500	\$49,150	\$52,800	\$56,450	\$60,100
Minimum Annual Income	\$11,950	\$13,650	\$15,350	\$17,050	\$18,450	\$19,800	\$21,150	\$22,250
Total								

10. Census Tract:



5.02 _____ 6.01 _____ 6.02 _____ 8.00 _____ 9.00 _____

Note: To locate an address's Census Tract, enter the address, city, state and zip code at <http://factfinder.census.gov/servlet/AGSGeoAddressServlet>. The Census Tract number will be located in the results window.

I. LONG RANGE OBJECTIVES:

II. SHORT RANGE OBJECTIVES:

III. SPECIFIC ACTIVITIES:

IV. OPERATION NARRATIVE:

**RETURN ACTIVITY REPORTS BY THE 15TH OF THE MONTH FOLLOWING THE
END OF EACH QUARTER TO:**

**Jorge Antonio Rojas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3693
Fax: (559) 674-2972
Email: jrojas@cityofmadera.com**

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

Ethnic Categories*	Select One
Hispanic or Latino	
Not-Hispanic or Latino	
Racial Categories*	Select All that Apply
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

***Definitions of these categories may be found on the reverse side.**

Signature

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

This form is to be completed by individuals wishing to be served (applicants) in programs assisted by the Department of Housing and Urban Development.

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.
 1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
 2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
2. The five racial categories to choose from are defined below. You should check as many as apply to the individual.
 1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
 2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
 3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."
 4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
 5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

INCOME SOURCE	AMOUNT	
CITY (CDBG)		
STATE (SPECIFY)		
FEDERAL (SPECIFY)		
SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST)		
TOTAL INCOME		
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	7,650
BENEFITS	0150	350
SERVICES & SUPPLIES		
INSURANCE	0200	
COMMUNICATIONS	0250	
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	500
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	
UTILITIES	0500	
TRAVEL (ADMIN.)	0550	1,000
FOOD SUPPLIES	0600	
CONTRACTS	0650	
TRANSPORTATION	0700	500
FUND RAISING	0750	
TOTAL		10,000

Exhibit B

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland “Anti-Kick Back” Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h)); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

- K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.
- L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.
- M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).
- N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.
- O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.
- P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
- Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
- R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
- S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

- T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFRE 570.200 relating to Special Assessments.
- U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.
- V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.
- W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.
- X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.
- Y. All contracts shall include a “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions” as required by 29 CFR Part 98.

U.S. Department of Housing and Urban Development
COMMUNITY PLANNING AND DEVELOPMENT

Special Attention of:

All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice CPD- 00-10

Issued: December 26, 2000

Expires: December 26, 2001

Subject: Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

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Exhibit D

Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. (24 CFR §8.3) For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

Non-housing Programs

New Construction -- Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

Alterations to facilities -- Part 8 requires to the maximum extent feasible, that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. (24 CFR §8.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. 24 CFR §8.21(c)(1) Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program. (24 CFR §8.21(c)(iii))

Historic Preservation - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property, However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of

Exhibit D

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement, however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

Employment

Section 504 also prohibits discrimination based upon disability in employment. See 24 CFR Part 8, Subpart B.

Section 504 Self Evaluations

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. However, self-evaluation continues to be an excellent management tool for ensuring that a recipient's current policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.
- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)
- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.
- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

Title I prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Exhibit D

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151(c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections. Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151(e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/taprogram.htm, and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY))**. The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and “commercial” facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Exhibit D

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page (<http://www.hud.gov/fhe/504/sect504.html>). Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

	<u>CPD</u>	<u>FHEO</u>
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	860 240-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622-7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-3167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232-1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766-5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4391 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2107	612 370-3185

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Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-3214 x8100	414 297-3214
Columbus, OH	614 469-5737 x8240	614 469-5737 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AK	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

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Exhibit D

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2016.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and the City of Madera Parks and Community Services Department, hereafter referred to as the "CONTRACTOR."

RECITALS:

WHEREAS, the CITY has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California; and

WHEREAS, the Madera City Council has determined a Public Service activity to provide seniors with a nutritious, balanced meal year round, excluding holidays; fitness and wellness, recreation and educational activities and programs to enhance interaction and provide opportunities to socialize and explore educational and cultural activities; and services designed for seniors impacted by their health is eligible for funding under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to establishing a partnership with the community to be progressive in nurturing a sense of community and contributing to community wellness; and

WHEREAS, the CONTRACTOR has submitted a project plan and budget to promote public health and safety and to promote livability and foster a sense of community consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the CITY Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

The CONTRACTOR shall provide all services and responsibilities as set forth in the project design, which is attached to this Agreement, marked as Exhibit "A," and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the CONTRACTOR in the performance of this Agreement and shall be documented to the CITY by the fifteenth (15th) day of the month following the end of the quarter. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "B," and incorporated herein by reference. The total obligation of the CITY under this Agreement shall not exceed \$95,227 in fiscal year 2016-2017. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The CONTRACTOR shall disclose in all public information its funding source.

c. Lobbying Activity

The CONTRACTOR shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The CONTRACTOR shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The CONTRACTOR shall be subject to the same fiscal regulations imposed on CITY by the U.S. Department of Housing and Urban Development for the use of Community Development Block Grant funds.

Program Income

CONTRACTOR shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to CITY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to CITY.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2016 and shall end its performance June 30, 2017, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

CONTRACTOR shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. Reports/Required Notifications

The CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

The CONTRACTOR shall also furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement. In the event that the CONTRACTOR fails to provide such reports, it shall be deemed sufficient cause for the CITY to withhold payments until there is compliance. In addition, the CONTRACTOR shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

CITY shall notify CONTRACTOR in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event that corrections are not accomplished by CONTRACTOR within thirty (30) days, written notification shall constitute CITY's intent to terminate this Agreement.

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR shall not affix any restrictive markings upon any data. If markings are affixed, CITY shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The CITY will inform CONTRACTOR in writing if CDBG funds are provided under this Agreement, which require CONTRACTOR to submit an application or to complete a record as an integral part of receiving these funds.

CONTRACTOR shall submit with each quarterly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of time cards and related pay stubs for reimbursement.

8. Assignment

CITY and CONTRACTOR may not assign, or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

9. Subcontracts

If the CONTRACTOR should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved as to form and content by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the

CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

The CONTRACTOR shall be responsible to the CITY for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the CONTRACTOR is subject to under this Agreement. No officer or director of the CONTRACTOR shall have any direct monetary interest in any subcontract made by the CONTRACTOR. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the CONTRACTOR.

In addition, if the CONTRACTOR receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "C."

10. Conflict of Interest

No officer, employee, or agent of the CITY who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

a. Eligibility for Services

The CONTRACTOR shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The CONTRACTOR's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. CONTRACTOR shall comply with requirements set forth in Exhibit D, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The CONTRACTOR shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status or disability status in employment practices. Such practices include retirement, recruitment advertising,

hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the CITY shall withhold all further funds until the CONTRACTOR can show by clear and convincing evidence to the satisfaction of the CITY that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the CITY, no person shall be employed by the CONTRACTOR who is related by blood or marriage or who is a member of the Board of Directors or an officer of the CONTRACTOR. In the event HUD determines a CDBG-funded CONTRACTOR'S organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then CONTRACTOR shall accept all responsibility to return any CDBG funds received from CITY.

12. Termination

a. This Agreement may be immediately terminated by CITY for cause where in the determination of CITY, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the CITY hereunder constitute a waiver by the CITY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR, nor shall such payment impair or prejudice any remedy available to the CITY with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the CITY may, in its sole discretion, immediately suspend or terminate this Agreement.

c. CITY shall have the option to terminate this Agreement without obligation of CITY to reimburse CONTRACTOR from the date the Federal or State Government withholds or fails to disburse funds to CITY, in the event such government withholds or fails to disburse funds, CITY shall give CONTRACTOR notice of such funding limitation or termination within a reasonable time after CITY receives notices of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

13. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in writing by the City Administrator, or his designee.

14. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

15. Evaluation

The CITY shall monitor and evaluate the performance of the CONTRACTOR under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The CONTRACTOR shall participate in evaluation of the program.

CONTRACTOR shall cooperate fully with CITY, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

CONTRACTOR shall also agree to on-site monitoring and personal interviews of participants, CONTRACTOR's staff, and employees by appropriate CITY staff on at least a quarterly basis.

16. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

17. Reversion of Assets

The CONTRACTOR must obtain prior written approval from the CITY whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR shall reimburse the CITY in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the CITY of these obligations.

18. Breach of Agreement

In the event the CONTRACTOR fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the CONTRACTOR's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

19. No Third Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

20. Indemnification

IN THE EVENT HUD DETERMINES A CDBG-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD REQUIRES REPAYMENT OF CDBG FUNDS, THEN CONTRACTOR SHALL REPAY ANY CDBG FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

21. Entire Agreement

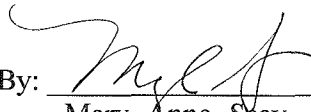
This Agreement constitutes the entire agreement between CONTRACTOR and CITY with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:

**CITY OF MADERA PARKS AND
COMMUNITY SERVICES DEPARTMENT**

By: _____
Andrew J. Medellin, Mayor

By:  _____
Mary Anne Seay, Parks and Community
Services Director

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

Date: _____

Date: _____

RECEIVED
3-24-16
JKys

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE PROPOSAL APPLICATION
2016/2017

AGENCY/PROGRAM INFORMATION

DATE SUBMITTED: March 22, 2016

Legal Name of Agency: City of Madera - Parks & Community Services Department

Program Name: Senior Services

Agency Address: 701 East 5th Street

City/Zip: Madera / 93638 Telephone: (559) 661-5495

Program Director: Mary Anne Seay FAX: (559) 675-3827

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. All research documentation must be acknowledged.)

The City of Madera's Parks and Community Services (PCS) Department offers programs and services for the senior citizens of Madera. Seniors are defined as individuals 60 years of age and older. In recent years, staff has charted increased attendance in each of our program areas as a result of aggressive CDBG goals, an improved marketing strategy and an increasing senior population. While the interest and demand for senior services continue to grow in Madera, revenues have continued to decline in each of the last several years. Without additional sources of funding, the City of Madera would have no recourse but to reduce existing service-levels to Madera's seniors.

PCS employees manage senior services and programs at three congregate sites in addition to providing home-bound meal deliveries (Meals on Wheels) throughout the City. Staff is seeking Community Development Block Grant (CDBG) resources in the amount of \$150,000 to support staffing, supplies and associated programming costs for our suite of senior activities which include: 1. the Meals on Wheels program; 2. Recreation and enrichment at our three congregate sites; and 3. nutrition/meal programs at each of the three congregate senior service locations. The congregate locations are located throughout Madera's disadvantaged neighborhoods at: the Frank Bergon Senior Center, the Pan-Am Community Center, and the Adult Day Care (ADC) Facility.

As introduced more generally above, requested CDBG funding would enable the City to continue to host and enhance the following programs and services for seniors:

- a) **Meal Program** - The City of Madera provides a nutritious and balanced meal five days per week throughout the year, excluding holidays. The Meals on Wheels portion of the program delivers a minimum of five nutritious meals per week to qualified home-bound seniors. When resources are available from the funding source (Fresno Madera Agency on Aging (FMAAA)), additional meals (breakfast, snacks and/or shelf stable meal packages) are also provided.
- b) **Wellness and Nutrition Programs** - Fitness and wellness programming takes place at all three locations. Programs offered throughout the week include: Tai-Chi, Zumba, aerobics, walking, chair exercise, water aerobics, yoga, dance instruction, and others.
- c) **Recreation and Educational Activities** - The City augments its daily service for seniors with a variety of recreation and educational programming that includes safety discussions led by local law enforcement, technology related programs, genealogy classes, arts & crafts programs, ceramics classes, educational speakers, games, inter-generational programming, cooking classes, social dances, a wide variety of local and regional field trips, and other programs.
- d) **Adult Day Care** - Meal and recreation programs for seniors with special needs are offered at the City of Madera's Adult Day Care (ADC) Center; programming at this facility is designed exclusively for seniors who have dementia (including Alzheimer's), Parkinson's disease or other related health issues. Program provides needed respite for family members and caregivers.

The three senior sites offer programming and services that are located throughout the City benefitting many of Madera's seniors and their families. The Meals on Wheels Program is also offered throughout the City limits. Without the City's senior programs, many program participants would live in isolation without the guarantee of consuming at least one nutritious meal each day. In addition, the recreation and fitness components provide an opportunity for social interaction, engagement, improved vitality and overall increased wellness. Our participants frequently describe our senior programming as their home away from home. In many cases, our services are the only nutritional, social and continued education services received by our participants. The attached letters illustrate some of these points.

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. (Attach sheets if necessary.)

No other Madera-based agency offers the home delivered and congregate meal services and the variety and accessibility of programs within the City limits that are offered by the City's Parks and Community Services Department.

Explain how your program supplements or complements existing services without duplicating them. (Attach sheets if necessary.)

Not applicable

CLIENT POPULATION

Indicate the total number of potential clients in the community who require your services.

The senior population of The City of Madera is estimated to be 6,129 which is 8.8% of the total population of the City according to the most recent census data.

State the total number of unduplicated clients you intend to serve during the term of this proposed program/service (12 months)

None of the 6,129 seniors are exempt from our programs and services, but our program is limited by room-size as well as staffing and other capacity issues. We estimate that we could serve up to 770 unduplicated seniors annually in the various programs and special events provided for area seniors.

If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?

_____ Yes X No

If yes, explain:

Provide the following demographic information for the total number of unduplicated clients as indicated above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
							220	550
GENDER	Female	539						
	Male	231						
FEMALE HEAD								

This information is confidential and is only used for government reporting purposes to monitor compliance with equal opportunity laws. Please note that self-identification of race/ethnicity is voluntary.

RACE	NO.	RACE	NO.
White	<u>287</u>	American Indian or Alaska native AND White	<u>296</u>
Black/African American	<u>42</u>	Asian AND White	<u>293</u>
Asian	<u>6</u>	Black/African American AND White	<u>329</u>
American Indian or Alaska Native	<u>9</u>	American Indian/Alaska Native AND Black/African American	<u>51</u>
Native Hawaiian or Other Pacific Islander	<u>3</u>	Other: Two or more races	<u>33</u>
Mexican/Chicano	<u>320</u>	Cuban	<u>0</u>
Puerto Rican	<u>0</u>	Other Hispanic/Latino: _____	<u>320</u>

EFFECTIVENESS AND EFFICIENCY

Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program’s evaluation documentation.

Goal #1: The City will implement technology based recreation programs for seniors. Participants will self-report a greater understanding of the benefits of technology.

Objective #1: The technology program area listed above will achieve at least a 10% increase in unduplicated clients over previously documented participation totals.

Objective #2: The technology program marketing will target an audience of Spanish speaking seniors in Madera. The senior technology program will achieve a 10% increase in participation of Madera’s Spanish speaking senior population.

Goal #2: The city will implement new wellness and recreation programs for seniors. Participants will self-report greater life satisfaction and wellness as a result of participating in City provided programming.

Objective #1: The City will provide new educational excursions and programs that promote lifelong learning. The average score on self-reporting surveys for life satisfaction will rise 10% over the grant period.

Objective #2: The overall average score on self-reporting surveys for wellness will rise 10% over the grant period.

The City of Madera’s Senior Service Programs have a system of checks and balances to ensure efficiencies, goal achievement and quality service. In addition to regular site visits, staff observation, employee evaluations, and program audits, we distribute and collect regular customer

satisfaction surveys. The data collected from these surveys is compiled, analyzed and used as a means to grow and improve service. (See attached employee evaluation, visitation check-list, and customer satisfaction service survey.)

What National Objective does your program meet?

The City of Madera Senior Service Program meets the national objective of benefiting low and moderate income persons. Most program participants in the City of Madera meet the low income criteria. In the rare circumstance where this is not the case, all program participants are seniors and therefore meet the qualifications as defined by CDBG.

Describe what measureable objectives your program meets?

Objective #1: The program areas listed above will each achieve at least a 10% increase in unduplicated clients over previously documented participation totals.

Objective #2: The program areas listed above will each achieve at least a 10% increase in duplicated services provided to individual participants.

Objective #3: The average score on self-reporting surveys for life satisfaction will rise 10% over the grant period.

Objective #4: The average score on self-reporting surveys for wellness will rise 10% over the grant period.

How will your program meet its goals in one year?

The City of Madera Senior Services Program will meet its goals by monitoring monthly meal consumption and quarterly reports that demonstrate goals and objectives are being met to ensure low and moderate income persons are receiving meals, social interaction and recreation programming detailed in this grant application.

How does your proposal support the Vision Plan Madera 2025 Action Plan?

The City of Madera's Senior Services Program supports the Vision 2025 Action Plan in the specific target areas of strategies #337 and #342 by providing intergenerational activities and vocational opportunities for seniors. Strategy #337 is to develop programs for Maderans of all ages with an emphasis on youth and senior activities. Strategy #342 is to ensure there are paid and volunteer opportunities for Madera's seniors.

SERVICE FUNDING

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

- a) The Fresno Madera Area Agency on Aging (FMAAA) offers grant funding to help offset costs of senior services programs.
- b) Some seniors make anonymous voluntary donations to the program. The suggested donation is \$1.75/ meal. Seniors are NOT denied a meal and City staff does not track who donates resources and who does not.
- c) The City of Madera's General Fund.
- d) Other fund raising efforts occur periodically throughout the year; modest support of senior programs is achieved through fund-raising.

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).

As mentioned earlier, this request is to cover increasing costs of doing business for an increased number of participants in the City of Madera. The overall budget for the three senior sites and homebound meal program is estimated to be about \$380,565 for the upcoming 2016-17 Fiscal Year. FMAAA grants are anticipated to offset this figure by \$67,563. Funding support from the FMAAA is likely to remain relatively consistent in the upcoming fiscal year, but specific funding amounts are not communicated to staff until well after the CDBG selection process and the City of Madera's Budget building process have been completed.

Voluntary donations for the current fiscal year are projected to be shy of \$17,000. These voluntary contributions have declined significantly over the last several years and have not recovered in step with the economic recovery. City staff project \$17,000 in donations for the upcoming fiscal year. The City's General Fund available to the Parks and Community Services Department has also decreased in step with the economic down-turn and final budget numbers are not yet available for next Fiscal Year. Still, the trend has been downward; the City's General Fund contribution to the Parks and Community Services Department as a whole has decreased by approximately 30% over the last five years. These reductions have impacted the service delivery plan for senior programs, while CDBG and FMAAA grant awards make continued programming possible.

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions.

The City of Madera surveys senior program participants annually and receives feedback from the Park and Recreation Advisory Board and the City of Madera Vision 2025 subcommittee. These groups meet regularly to discuss various topics and to give valuable input on programs and services, including those for seniors. Survey results and community feedback data are analyzed and program planning is implemented to meet the needs of participants as a direct

result of feedback data.

The City of Madera has also hosted community meetings to seek feedback from seniors on the allocation of resources. Staff continues the practice of including participant feedback in program development. This occurs through formal evaluations and surveys as well as more casual conversation between staff and program participants. Valuable input from seniors continues to influence the provision of services. Seniors identified various areas of interest; the top three areas of requested change in the last survey are:

1. Increasing hours of operation at senior centers.
2. Increasing senior programming during added hours of operation.
3. Increasing healthy food choices in the meal program.

If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.

The City of Madera does not offer service outside of the Madera City limits.

When there is an overflow of clients, how is it determined whom to serve?

The City of Madera has not had an issue with an overflow of clients for the congregate meal program. The Home delivered meal program has a waiting list system in effect to serve the overflow of clients, additional resources helps to reduce the waiting list. We have increased the number of recreation and fitness programs to accommodate the increased interest, including additional and more regular field trips. Trips are offered on a first come/first served basis and they have filled up from time to time. When possible, a second bus is ordered.

Is income criteria used to establish eligibility for services?

Yes No (If yes, attach a copy of the criteria.)

Is a fee schedule used?

Yes No (If yes, attach a copy of fee schedule.)

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SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet?

The Madera City Council meets twice per month; once on the first Wednesday and once on the third Wednesday of each month. In the event a regularly scheduled meeting lands on a holiday, the Council meets the following business day.

What was the average number of Board members attending meetings last year?

The average number of members at meetings last calendar year was six (6). It should be noted that in November of 2012, the City of Madera moved from five (5) at large elected Council Members with a rotating annual Mayor to having six (6) Council Members elected by district and one (1) four year Mayor.

Based on the bylaws, what is the minimum and maximum number of seats on the Board?

4 Minimum 7 Maximum

Please provide the following information:

Date of Incorporation: 1907

IRS Employer Number: 94-600365

Attach current Board of Directors' roster, including the names, addresses, occupations and number of years served on the Board.

Robert L. Poythress, Mayor, Vice President/Manager, Citizen's Business Bank, elected 2012, Mayor term expires December 2016

Vacant, Council Member term expires December 2018; District 1

Andrew J. Medellin, Owner Andy's Sports and Design, elected 2012, Council Member term expires December 2016; District 2

William Oliver, elected 2014, Mayor Pro Tem expires December 2015, Council term expires December 2018; District 3

Derek O. Robinson Sr., Retired Postal Service, elected 2012, Council Member term expires December 2016; District 4

Charles Flores Rigby, elected 2014, Council Member term expires December 2018; District 5

**Donald E. Holley, Machine Operator, elected 2012, Council Member term expires December 2016;
District 6**

All of the Council Members and the Mayor may be reached at the following:

Madera City Hall
205 W. 4th Street
Madera, CA 93637

(559) 661-5409

FINANCIAL:

How often are financial records audited, and by whom?

Senior Service budgets are tracked regularly by staff. Internal Parks & Community Service Department practice is to review budgets on a quarterly basis. The Senior Program is subject to being audited twice annually. Separate audits occur by the Fresno Madera Area Agency on Aging and by an internal City of Madera audit performed by Price Paige and Company; they can be reached at: telephone - 559.299.9540, fax 559.299.2344 or website www.ppcpas.com.

Are the treasurer and/or other financial officers bonded? Yes

If so, for how much? \$1,000,000

List any judgments or pending lawsuits against the agency or program:

None

List any outstanding obligations:

None

RESOLUTION/CERTIFICATION:

We, the Board of Directors of N/A do hereby resolve that on , 2015, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

Furthermore, we certify that the agency making this application is (1) non profit, (2) tax exempt, and (3) incorporated in the State of California, and has complied with all applicable laws and regulations. To the best of our knowledge, all information presented herein is correct and complete.

Dated: _____, 2016

AGENCY NAME: City of Madera – Parks & Community Services Department

ADDRESS: 701 East 5th Street, Madera, California 93738

TELEPHONE: 559-661-5495

By: _____
President of the Board of Directors

This application and the information contained herein are true, correct and complete to the best of my knowledge.

By: _____
Executive Director

**RETURN AN ORIGINAL AND
TWO COPIES TO:**

City of Madera
205 West Fourth Street
Madera, CA 93637
Attention: CDBG Administration

DUE DATE:

March 25, 2016, 12:00 p.m.

CONTACT PERSON:

Jorge Antonio Rojas, Program Manager – Grants
559-661-3693
jrojas@cityofmadera.com

City of Madera Employee Performance Rating Form

LAST NAME	FIRST NAME	ID#	RANGE/STEP	PURPOSE OF REPORT
				() Probationary ___ Month
				() Other _____
DEPARTMENT	POSITION TITLE	PERIOD ENDING	DUE DATE	() Merit Increase
				() Semi-Annual Performance

PERFORMANCE FACTORS	NOT ACCEPTABLE	IMPROVEMENT NEEDED	SATISFACTORY	GOOD	SUPERIOR
1. Skill Level/Job Knowledge					
2. Work Habits					
3. Initiative					
4. Attitude					
5. Judgment					
6. Appearance/Physical Condition					
7. Communication Skills -Written/Oral					
8. Safety Awareness					
9. Cost Consciousness					
10. Attendance/Punctuality					
SUPERVISORS ONLY					
11. Organizational Skills					
12. Supervision/Leadership					
13. Self Confidence					
14. Fairness/Impartiality					

OVERALL COMMENTS: See attached

RECOMMENDATIONS FOR IMPROVEMENT: See attached

EMPLOYEE COMMENTS (optional):

GOALS (if applicable): See attached.

SIGNATURE OF RATER (Immediate Supervisor)	DATE	() I have discussed the above with the employee and explained the rating and remarks.
EMPLOYEE SIGNATURE	DATE	() I have discussed the above rating with my supervisor () I have reviewed this report. My signature does not necessarily imply agreement with all items marked.
DEPARTMENT HEAD SIGNATURE	DATE	() I concur with rating () I do not concur with rating () Approved for merit increment

REVIEWED BY:

CITY MANAGER

DATE:

City of Madera
Senior Program Survey
February 2016

Please fill out this short survey to help us meet your needs more effectively and efficiently. We thank you in advance and appreciate your input and feedback.

1. I come to the Senior Center primarily for the?
 - a) Socialization
 - b) Nutritious Meal
 - c) Recreation Programs (i.e., dances, bingo, trips, exercise, computers, etc.)
 - d) All of the above

2. How often do you visit the Senior Center?
 - a) Once a week
 - b) 2 to 3 times a week
 - c) 4 to 5 times a week

3. Please rate senior program staff (Only circle one)?
 - a) Excellent
 - b) Satisfied
 - c) Needs Improvement
 - d) Poor If Poor, Why? _____

4. Please rate the senior program meals (Only circle one).
 - a) Excellent
 - b) Satisfied
 - c) Needs Improvement
 - d) Poor If Poor, Why? _____

5. Please rate the senior recreation programs (Only circle one).
 - a) Excellent
 - b) Satisfied
 - c) Needs Improvement
 - d) Poor If Poor, Why? _____

6. Have you taken advantage of the senior trips offered?
 - a) Yes
 - b) No If No, Why? _____

7. Are there additional programs or services you would like to see offered by The City of Madera Parks and Community Services Department?

8. What is your age? (Circle One)
50-60yrs 60-70yrs 70-80yrs 80-90yrs 90yrs+

City of Madera – Parks & Community Services

Visitation Checklist

Facility:		Program:	
Date:		Staff Present:	
Time In:	Time Out:	# of Participants:	
Activity:	Report By:		

PERSONNEL (Staff was where they were schedule to be, doing what they were scheduled to do)

FORMS (Staff was able to locate forms at the facility and were aware of their intended use)

All scheduled employees were present	Activity calendar posted
Employees were on time	Attendance Form (up to date)
Employees were in appropriate attire/uniform	Menu posted
Employees were leading calendared activities	Incident reports on file
Employees were working to achieve objectives	Accident reports on file
Employees were engaged with program participants	Rules Posted
Employees were appeared organized	Department Mission Statement and Core Values posted
Employees had the supplies they needed	Other Required Forms:

FACILITY (The facility is well maintained)

The exterior of the Facility was neat and orderly
Landscape and parking lot was neat and orderly
Interior of the Facility was neat and orderly
Furniture was neat and orderly
Bathrooms were clean and stocked
Other Facility issues: (please note that facility issues need to be reported to appropriate staff)

SAFETY (Safety policies and procedures were observed)

Staff Exhibited basic safety principles
Fire extinguisher current
Injury and Illness Plan available
Appropriate postings of required safety procedures
First Aid Kit up to date

CORE VALUES (To the extent possible, please identify whether the staff exhibited the department's core values)

Service
Integrity
Accountability
Teamwork

Other safety concerns or issues: (please note that safety issues need to be reported to appropriate staff immediately)

NOTES & OBSERVATIONS (Use this space to highlight the positives you noted during this visitation. Also, use the space below share information that might help the PCS team deliver higher quality service to our program participants.)

Employee(s) Signature(s):	Supervisor Signature:
---------------------------	-----------------------

To whom it may concern:

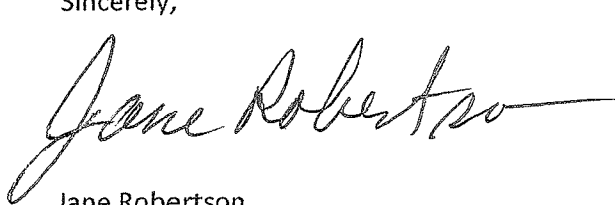
In regards to the MADERA ADULT DAY CENTER:

My mother Ruth Robertson has been attending the Madera Adult Day Center for the past 8 years. I can't tell you how much they have done for my mother and myself.

I am a single mother , with a drug addicted daughter and a new grandson and work full time and take care of a household. My plate is full to say the least. If it wasn't for the Madera Adult Day Center, I would not be able to function at all. It is such a wonderful blessing to be able to know that my mother is cared for and safe with people who are kind and compassionate. I can't not say enough of how much the program means to me and my mother. She enjoys it there as much as she can and just today when I dropped her off and they were playing the game Sorry, I could tell that it stimulates her mind and brings her back to herself and out of her dementia for a short period of time and I thought how very fortunate I was for the MADERA ADULT DAY CENTER!!

Thank you and I hope the program will continue to help with my mother's last days here.

Sincerely,

 2/10/16

Jane Robertson

February 10, 2016

To Whom It May Concern:

The Madera Senior Club has approximately 65 plus active members and we are in full support of the application by the City of Madera Parks and Community Services Department for funding from the Community Development Block Grant (CDBG) for senior programs. These programs help enhance the lives of seniors by giving us a place to socialize and receive nutritious meals. We do programs like bingo, exercise, karaoke, dances, field trips and computer classes that the City provides to make every day at the center fun.

I am available to answer any questions you may have.

Sincerely,

A handwritten signature in cursive script, appearing to read "Angelo Colantonio".

Angelo Colantonio, President
Madera Senior Club

February 10, 2016

Grants Committee:

My name is Nancy Young and I am a program participant at the Pan American senior center. I would like to submit a letter on behalf of The City of Madera Parks and Community Services Department for support of funding for senior programs.

The Pan-American center is like our home away from home. We enjoy the new programs that are offered every day and try to help as much as we can to keep our center safe, clean and fun. Any funding provided can go a long way in enriching our lives and we thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Nancy Young". The signature is written in black ink and is positioned above the printed name and title.

Nancy Young
Pan-Am Senior Center Program Participant

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 1, 2016 to June 30, 2017

NAME OF ORGANIZATION: City of Madera Parks and
Community Services
701 E. 5th Street
Madera, CA 93638

PROJECT TITLE: Senior Services Program

QUARTER AND YEAR OF REPORT: _____, 20__

I. CLIENT INFORMATION:

1. Total number of clients receiving service this quarter: _____
2. Number of unduplicated individuals provided service this quarter: _____
3. Number of unduplicated individuals provided services year-to-date: _____
4. Number of people refused services this quarter: _____

Reason(s) services were denied: _____

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS QUARTER: (Items 5 through 10.)

5.

Age	0 - 5	6 - 12	13 - 17	18 - 34	35 -54	55 - 59	60 - 64	65+
Total								

6. Female Head of Household: _____

7. Sex: Female _____

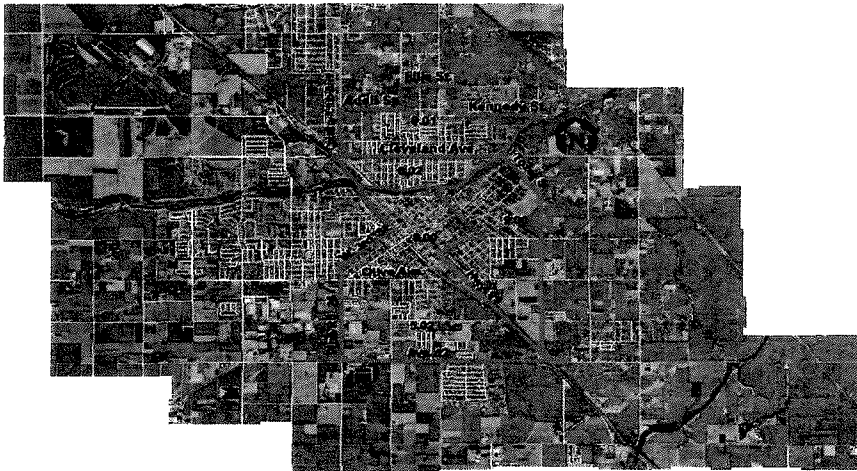
Male _____

8. Residential ZIP Code: 93637 _____
 93638 _____

9. Income Level by Family Size:

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	\$31,850	\$36,400	\$40,950	\$45,500	\$49,150	\$52,800	\$56,450	\$60,100
Minimum Annual Income	\$11,950	\$13,650	\$15,350	\$17,050	\$18,450	\$19,800	\$21,150	\$22,550
Total								

10. Census Tract:



5.02 _____ 6.01 _____ 6.02 _____ 8.00 _____ 9.00 _____

Note: To locate an address's Census Tract, enter the address, city, state and zip code at <http://factfinder.census.gov/servlet/AGSGeoAddressServlet>. The Census Tract number will be located in the results window.

I. LONG RANGE OBJECTIVES:

II. LONG RANGE OBJECTIVES:

III. SPECIFIC ACTIVITIES:

IV. OPERATION NARRATIVE:

RETURN ACTIVITY REPORTS BY THE 15TH OF THE MONTH FOLLOWING THE END OF EACH QUARTER TO:

**Jorge Antonio Rojas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3693
Fax: (559) 674-2972
Email: jrojas@cityofmadera.com**

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

Ethnic Categories*	Select One
Hispanic or Latino	
Not-Hispanic or Latino	
Racial Categories*	Select All that Apply
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

***Definitions of these categories may be found on the reverse side.**

Signature

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

This form is to be completed by individuals wishing to be served (applicants) in programs assisted by the Department of Housing and Urban Development.

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.
 1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
 2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
2. The five racial categories to choose from are defined below. You should check as many as apply to the individual.
 1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
 2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
 3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."
 4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
 5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

INCOME SOURCE	AMOUNT	
FEDERAL	95,227	CDBG
CITY	203,599	City General Fund
UNITED WAY	0	
STATE (SPECIFY)	0	
FEDERAL (SPECIFY)	82,203	FMAAA
SERVICE FEES	500	
FUND RAISING	12,500	
DONATIONS	17,350	
RESERVE/CONTINGENCY	0	
OTHER (LIST)	845	Madera County
TOTAL INCOME	412,224	
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	226,441
BENEFITS	0150	97,988
SERVICES & SUPPLIES		41,181
INSURANCE	0200	325
COMMUNICATIONS	0250	4,200
CONSULTANT SERVICES	0300	0
OFFICE EXPENSE	0350	1,000
OFFICE RENTAL	0400	1
EQUIPMENT RENTAL	0450	0
UTILITIES	0500	4,800
TRAVEL (ADMIN.)	0550	0
FOOD SUPPLIES	0600	1,000
CONTRACTS	0650	24,000
TRANSPORTATION	0700	3,788
FUND RAISING	0750	7,500
TOTAL		412,224

Exhibit B

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland “Anti-Kick Back” Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h)); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

- K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.
- L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.
- M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).
- N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.
- O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.
- P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
- Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
- R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
- S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

- T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFRE 570.200 relating to Special Assessments.
- U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.
- V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.
- W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.
- X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.
- Y. All contracts shall include a “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions” as required by 29 CFR Part 98.

U.S. Department of Housing and Urban Development
COMMUNITY PLANNING AND DEVELOPMENT

Special Attention of:

All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice CPD- 00-10

Issued: December 26, 2000
Expires: December 26, 2001

Subject: Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

Distribution: W-3-1

Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. (24 CFR §8.3) For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

Non-housing Programs

New Construction -- Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

Alterations to facilities -- Part 8 requires to the maximum extent feasible, that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. (24 CFR §8.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. 24 CFR §8.21(c)(1) Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program. (24 CFR §8.21(c)(iii))

Historic Preservation - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property, However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement, however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

Employment

Section 504 also prohibits discrimination based upon disability in employment. See 24 CFR Part 8, Subpart B.

Section 504 Self Evaluations

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. However, self-evaluation continues to be an excellent management tool for ensuring that a recipient's current policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.
- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)
- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.
- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

Title I prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151(c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections. Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151(e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/taprogram.htm, and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY))**. The Department of Justice's technical assistance materials include among others, the [Title II Technical Assistance Manual with Yearly Supplements](#), the [ADA guide for Small Towns](#), and an ADA Guide entitled [The ADA and City Governments: Common Problems](#).

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and “commercial” facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page (<http://www.hud.gov/fhe/504/sect504.html>). Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

	<u>CPD</u>	<u>FHEO</u>
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	860 240-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622-7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-3167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232-1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766-5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4391 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2107	612 370-3185

Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-3214 x8100	414 297-3214
Columbus, OH	614 469-5737 x8240	614 469-5737 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AK	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

Distribution: W-3-1

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2016.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and the City of Madera Parks and Community Services Department, hereafter referred to as the "CONTRACTOR."

RECITALS:

WHEREAS, the CITY has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California; and

WHEREAS, the Madera City Council has determined a project to address Centennial Park's aging infrastructure such as failing concrete pool decking and associated drains, worn shade structures, ADA deficits, lack of exterior lighting and deteriorated exposed wood beams are eligible for funding under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to establishing a partnership with the community to be progressive in nurturing a sense of community and contributing to community wellness; and

WHEREAS, the CONTRACTOR has submitted a project plan and budget to address Centennial Park's aging infrastructure consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the CITY Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

The CONTRACTOR shall provide all services and responsibilities as set forth in the project design, which is attached to this Agreement, marked as Exhibit "A," and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the CONTRACTOR in the performance of this Agreement and shall be documented to the CITY by the fifteenth (15th) day of the month following the end of the quarter. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "B" and incorporated herein by reference. The total CDBG obligation of the CITY under this Agreement shall not exceed \$430,000.00 in fiscal year 2016-2017. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The CONTRACTOR shall disclose in all public information its funding source.

c. Lobbying Activity

The CONTRACTOR shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The CONTRACTOR shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The CONTRACTOR shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of Community Development Block Grant funds.

Program Income

CONTRACTOR shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to CITY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to CITY.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2016 and shall end its performance June 30, 2017, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

CONTRACTOR shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. Reports/Required Notifications

The CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

The CONTRACTOR shall also furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement. In the event that the CONTRACTOR fails to provide such reports, it shall be deemed sufficient cause for the CITY to withhold payments until there is compliance. In addition, the CONTRACTOR shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

CITY shall notify CONTRACTOR in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event that corrections are not accomplished by CONTRACTOR within thirty (30) days, written notification shall constitute CITY's intent to terminate this Agreement.

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR shall not affix any restrictive markings upon any data. If markings are affixed, CITY shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The CITY will inform CONTRACTOR in writing if CDBG funds are provided under this Agreement, which require CONTRACTOR to submit an application or to complete a record as an integral part of receiving these funds.

CONTRACTOR shall submit with each quarterly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of time cards and related pay stubs for reimbursement.

8. Assignment

CITY and CONTRACTOR may not assign, or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

9. Subcontracts

If the CONTRACTOR should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved as to form and content by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit

"B." An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

The CONTRACTOR shall be responsible to the CITY for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the CONTRACTOR is subject to under this Agreement. No officer or director of the CONTRACTOR shall have any direct monetary interest in any subcontract made by the CONTRACTOR. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the CONTRACTOR.

In addition, if the CONTRACTOR receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "C."

10. Conflict of Interest

No officer, employee, or agent of the CITY who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

Eligibility for Services

The CONTRACTOR shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The CONTRACTOR's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. CONTRACTOR shall comply with requirements set forth in Exhibit D, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The CONTRACTOR shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status or

disability status in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the CITY shall withhold all further funds until the CONTRACTOR can show by clear and convincing evidence to the satisfaction of the CITY that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the CITY, no person shall be employed by the CONTRACTOR who is related by blood or marriage or who is a member of the Board of Directors or an officer of the CONTRACTOR. In the event HUD determines a CDBG-funded CONTRACTOR'S organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then CONTRACTOR shall accept all responsibility to return any CDBG funds received from CITY.

12. Termination

a. This Agreement may be immediately terminated by CITY for cause where in the determination of CITY, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the CITY hereunder constitute a waiver by the CITY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR, nor shall such payment impair or prejudice any remedy available to the CITY with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the CITY may, in its sole discretion, immediately suspend or terminate this Agreement.

c. CITY shall have the option to terminate this Agreement without obligation of CITY to reimburse CONTRACTOR from the date the Federal or State Government withholds or fails to disburse funds to CITY, in the event such government withholds or fails to disburse funds, CITY shall give CONTRACTOR notice of such funding limitation or termination within a reasonable time after CITY receives notices of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

13. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in writing by the City Administrator, or his designee.

14. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

15. Evaluation

The CITY shall monitor and evaluate the performance of the CONTRACTOR under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The CONTRACTOR shall participate in evaluation of the program.

CONTRACTOR shall cooperate fully with CITY, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

CONTRACTOR shall also agree to on-site monitoring and personal interviews of participants, CONTRACTOR's staff, and employees by appropriate CITY staff on at least a quarterly basis.

16. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

17. Reversion of Assets

The CONTRACTOR must obtain prior written approval from the CITY whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR shall reimburse the CITY in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the CITY of these obligations.

18. Breach of Agreement

In the event the CONTRACTOR fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the CONTRACTOR's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

19. No Third Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

20. Indemnification

IN THE EVENT HUD DETERMINES A CDBG-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD REQUIRES REPAYMENT OF CDBG FUNDS, THEN CONTRACTOR SHALL REPAY ANY CDBG FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

21. Entire Agreement

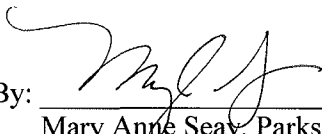
This Agreement constitutes the entire agreement between CONTRACTOR and CITY with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:

**CITY OF MADERA PARKS AND
COMMUNITY SERVICES DEPARTMENT**

By: _____
Andrew J. Medellin, Mayor

By:  _____
Mary Anne Seay, Parks and Community
Services Director

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

Date: _____

Date: _____

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT PROPOSAL FORM
2016/2017

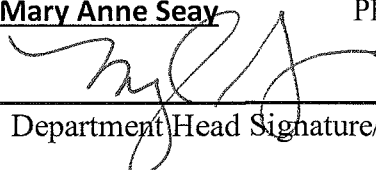
DATE SUBMITTED: June 23, 2016

A. GENERAL INFORMATION

1. Name of Department/Organization: **City of Madera – Parks & Community Services Dept.**

Address: **701 East 5th Street – Madera, California 93638 (Main office located at City Hall)**

Contact Person: **Mary Anne Seay** Phone: **559-661-5491; Main # is 559-661-5495**

Concurrence: 
Department Head Signature/Authorizing Official

B. ACTIVITY DESCRIPTION

1. Summary (Description of proposed project and anticipated accomplishment. If appropriate, include diagram of the area.):

CENTENNIAL PARK REHABILITATION AND LIGHTING PROJECT – This project represents a rehabilitation of elements at an existing park located in a low income neighborhood (within an eligible census tract. Centennial Park contains amenities which include parking lots; a swimming pool complex (with 3 pools, pool decking, a shade structure and pool building); outdoor inclusive play feature (under construction); play areas; and the John W. Wells Youth Center. Aging infrastructure and the lack of adequate lighting need to be addressed. Concrete pool decking and associated drains are failing, shade structures have become worn and blighted, ADA deficits have been made clear, the community has expressed concern over the lack of exterior lighting, and the finish on the exposed wood beams for both buildings is failing and in jeopardy of becoming blighted.

2. Need (Explain why project is needed.):

Centennial Park and the amenities on the property have been built and phased in over many years. Wear and tear, blight, ADA non-compliance, lack of sufficient lighting and other deficits have been identified by staff and the public and need to be addressed. Maintaining existing infrastructure that provides inclusive recreation, play, education and community gathering is essential to the health and safety of Madera's youth and the livability for residents in an economically challenged neighborhood. Failure to address the conditions as captured above would have a negative impact on area residents who rely on the park and its amenities for health, wellness, inclusion, community, a safe place and a sense of belonging.

3. **Estimated cost of project and source of estimate (if available):**
\$430,000.00

Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

None

4. **Timetable (assuming final approval next July 1). Will your proposal meet these goals in one year? Give starting date for activity.**

If funded, staff will immediately engage in defining the scope of work (which depends on the funding amount). Substantial progress is expected in the first year of funding.

5. **What measureable goals will your program deliver?**

GOAL 1 – Improve Public Facilities

GOAL 2 – Provide Suitable Living Environment

GOAL 3 – Offer Youth Services

GOAL 4 – Increase Services to Special Needs Populations & Improve ADA Accessibility

The very completion of the proposed improvements is measurable. Pre and post improvement inspections will be completed by City staff and captured by way of appropriate CDBG reporting guidelines. As a result, the project will stave off deterioration of park infrastructure providing for a more livable community. The project will result in a safer, more aesthetic and more usable facility while expanding the usable life of amenities and making the entire facility more accessible to all, particularly for those with disabilities and/or limited mobility.

6. **What are the project's expected outcomes? How are the outcomes assessed?**

- * Improved safety with the addition/improvement to concrete, lighting, and shade;
- * Prolonged life of Public Facilities due to infrastructure improvements;
- * Improved appearance/sense of place;
- * Improved accessibility for all residents; and
- * Increased and improved programming to youth, including special needs populations.

Centennial Park will become more accessible to the public in general and in particular to those with disabilities and/or limited mobility. An additional outcome is progress toward completing specific goals as outlined in the *ADA Self Evaluation and Transition Plan*. The outcomes will be assessed through reported increase in public satisfaction with the accessibility of the Center and increased public usage of the facility.

7. What National Objective does your program meet?

The proposed projects will meet two of the national objectives:

National Objective #1: Activities benefitting lower income person/households.,
and

National Objective #2: Preventing or eliminating slums or blight.

8. How does your proposal support the Vision Plan Madera 2025 Action Plan?

This project addresses several strategies and actions included in the Vision Plan including:

Action 113.3 – Establish budgets to ensure all City facilities that provide services to the public are ADA compliant.

Action 113.4 – Provide parking with easy access for the handicapped.

Action 121.10 – Add facilities and amenities for the public.

Action 138.1 – Update the City of Madera’s ADA program.

Action 138.2 – Inventory those public structures currently not in ADA compliance and develop plan to bring them into compliance.

Action 314.2 – Continue and expand facilities for youth-at-risk.

Strategy 332 - Youth Services: Expand comprehensive services for Madera’s youth, including employment opportunities, community activities, sports programs, performing arts and after-school programs.

Strategy 336 – Youth Center: Expand youth center facilities throughout the City.

Strategy 404 – Promote increased community wellness.

Strategy 406 – Community Safety: Reduce the incidence of domestic violence within the community including child abuse; spousal abuse; crimes against youth and the elderly; and crimes committed by youth.

Strategy 407 – Promote and expand existing services to allow Madera’s elders to maintain independent lifestyles.

Strategy 411– Enhance and expand recreational activities available to Maderans.

C. ENVIRONMENTAL IMPACTS:

1. Historical:

a. How old is the affected structure?

Centennial Park was originally referred to locally as "Swimming Pool Park" as it was home to the first public pool in Madera. The Park and pool were constructed in 1964, or 52 years ago. Other amenities, such as the pool building (2009) and youth center (2010) were constructed more recently. Those additions, plus the addition of the new inclusive play feature which is currently under construction, bring additional traffic to the well-used public facility further necessitating the need to maintain the existing infrastructure.

b. Will this project affect a historically significant (or potentially historic) structure?

No.

2. Archeological:

a. Will this project involve any ground disturbance?

Yes. Minimal excavation will be required during demolition and for reconstruction of concrete surfaces.

b. If so, how deep will excavation be and what is the volume of earth to be moved?

Excavation will be 8" or less below existing ground elevation.

3. Water:

a. Does this project involve a sewer or water system?

Yes.

D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

1. Primarily benefits low and moderate-income persons.

a. Number of persons served annually: 25,280

b. Service Area: The City of Madera
Number of City residents served annually: 25,280
Number of persons with disabilities or seniors served: 1,117

2. How will the proposed project prevent or eliminate slums or blight?

The elimination of deteriorating paint, exposed and aging wood, broken concrete, and dilapidated shade structures will beautify and revitalize the facility. The addition of exterior lighting will decrease blight in that it will deter vandalism and increase a sense of pride in the facility.

E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.

The City of Madera takes several steps to ensure public participation in the planning of our programs, services and facilities. We use social media (Facebook and Twitter) to engage residents <https://www.facebook.com/maderapcs/>, hold community meetings, work with our partners in PD and Neighborhood Revitalization to collect citizen complaints and compliments, and we survey program participants and their parents (swimming programs as well as youth programs hosted at the park's youth center - see attached surveys).

Specific meetings include the City of Madera's Beautification Committee (meetings are the 2nd Thursday evening of the month at 5:30 except in July and December), Youth Commission, periodic Neighborhood Watch, and community input meetings with the general public or specific partners. The specific outcomes for community meetings have been:

- a. Identify resources for increased and improved exterior lighting;
- b. Identify resources for increased and improved shade at pool;
- c. Identify resources to repair damaged exposed wood at pool building and John W. Wells Youth Center;
- d. Provide improved accessibility; and
- e. Provide additional programming for special needs youth and adults.

2. Note complaints that have been received, etc.

Complaint made to Councilman and staff at community meeting regarding dilapidated exposed wood, and lack of exterior lighting. Meeting was held on Tuesday, October 6, 2015 in the John W. Wells Youth Center.

Neighborhood watch meeting results show increasing concerns about the lack of exterior lighting at centennial Park (see attached notes).

3. Evidence of collaboration with other agencies within the community.

In addition to the links provided below that show video evidence of our partnerships, please see attached letters of support from some of our partners.

Special Event/Partners: <https://www.youtube.com/watch?v=-5f-DS2s7-Q>

Community Input Meeting: <https://www.youtube.com/watch?v=aYmtAZP3wLw>

Special Needs Adult Partners: <https://www.youtube.com/watch?v=Ff8DI-7fGh4>

Special Needs Soccer/Partners: <https://www.youtube.com/watch?v=vCJ9nHFVhvg>

Special Needs Basketball/Partners: <https://www.youtube.com/watch?v=UU9-CBVzadc>

Please see the eligible CDBG Census Tract map below.

**RETURN AN ORIGINAL AND
TWO COPIES TO:**

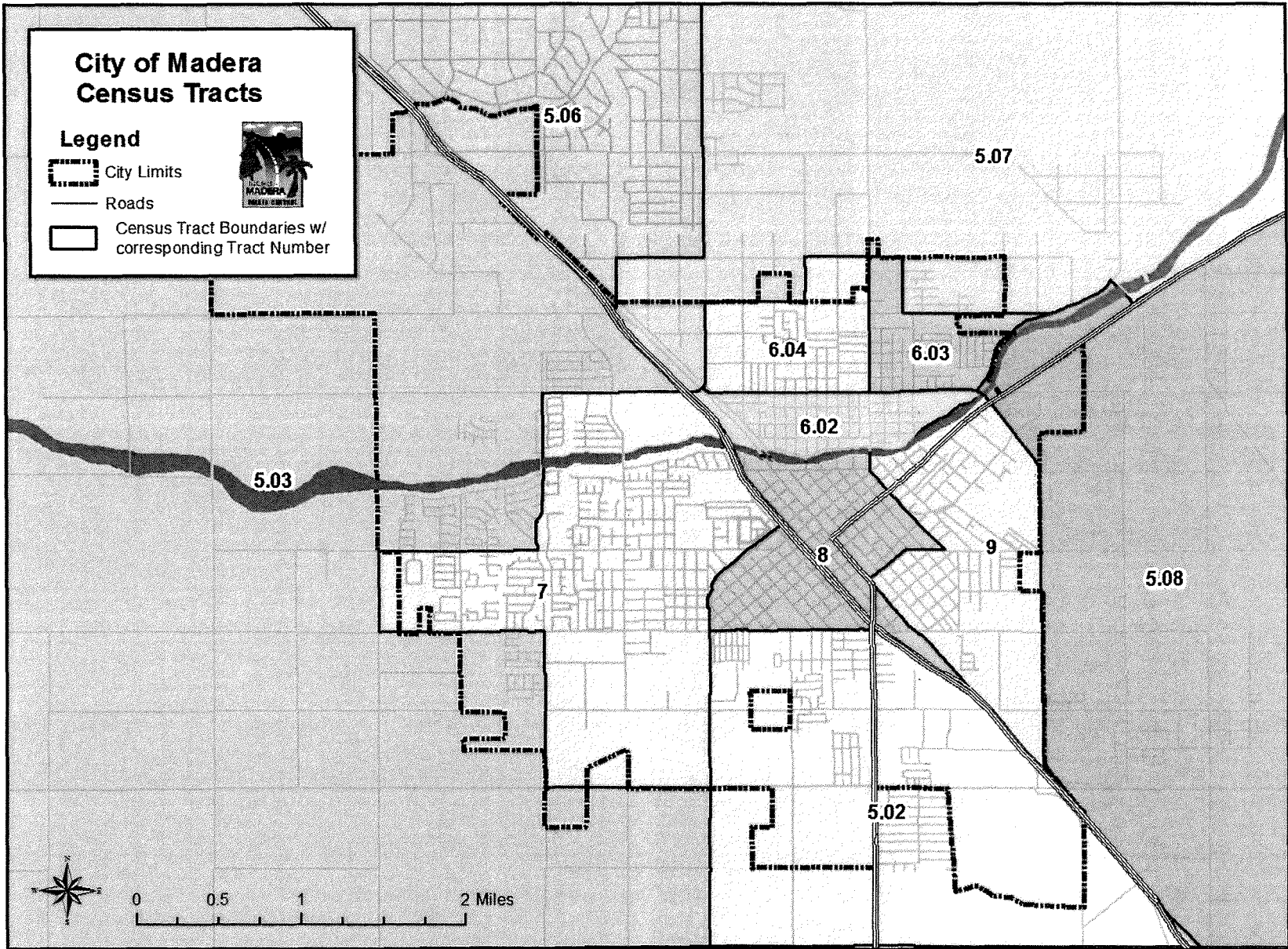
City of Madera
205 West Fourth Street
Madera, CA 93637
Attention: CDBG Administration

DUE DATE:

June 23, 2016, 5:00 p.m.

CONTACT PERSON:

Jorge Antonio Rojas, Program Manager – Grants
559-661-3693
jrojas@cityofmadera.com



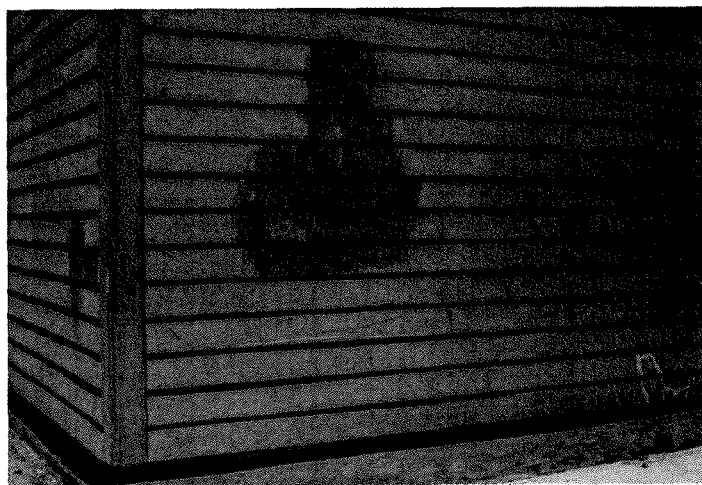
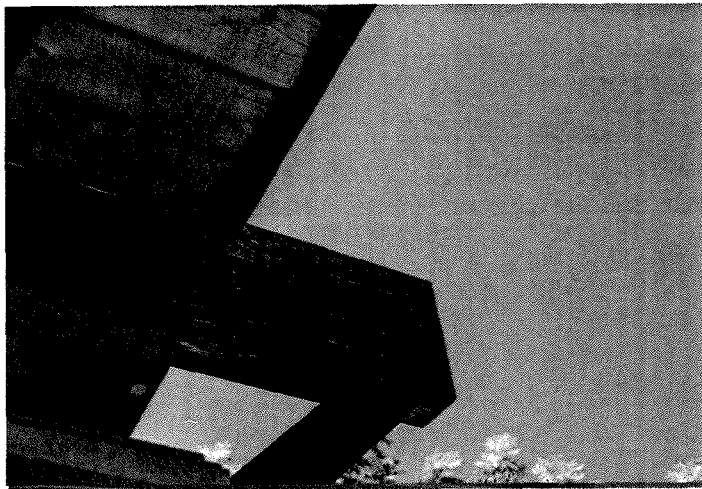
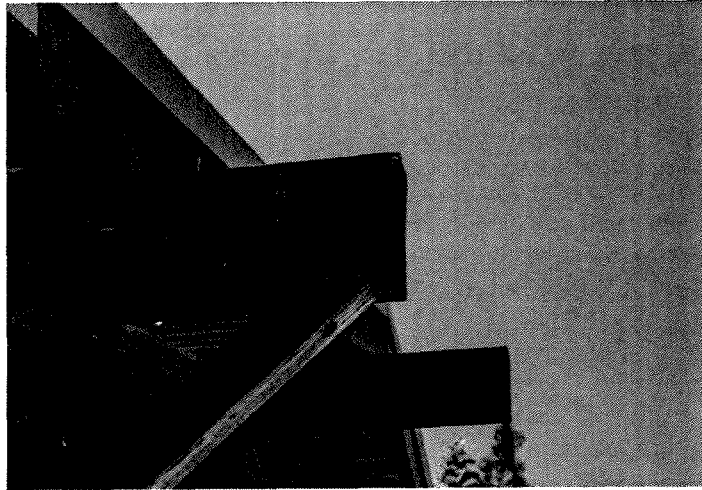
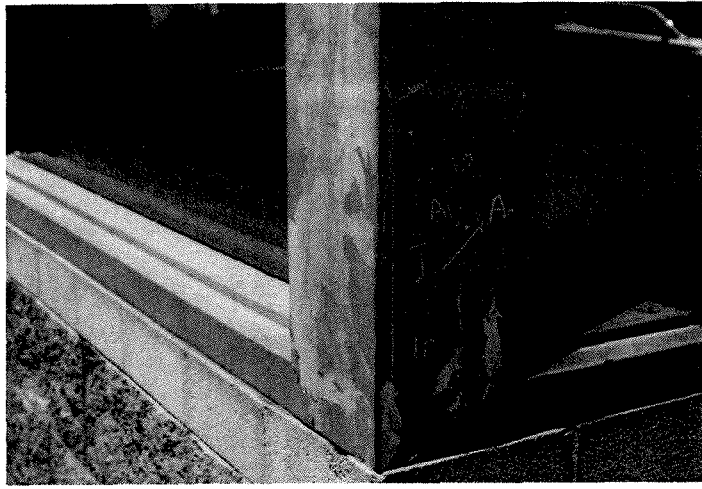


Exhibit A

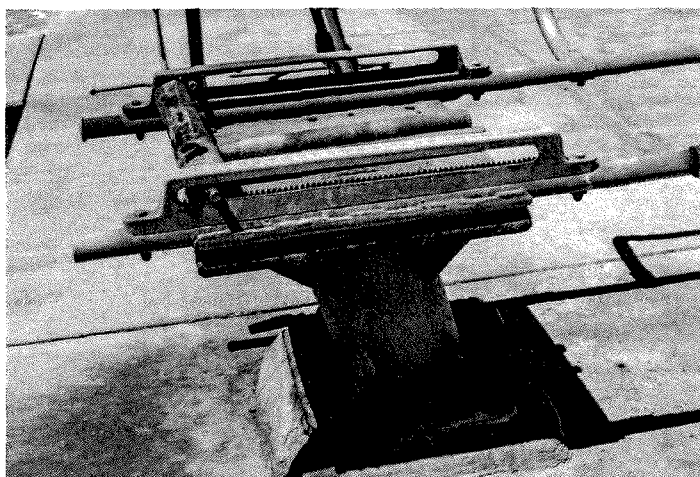
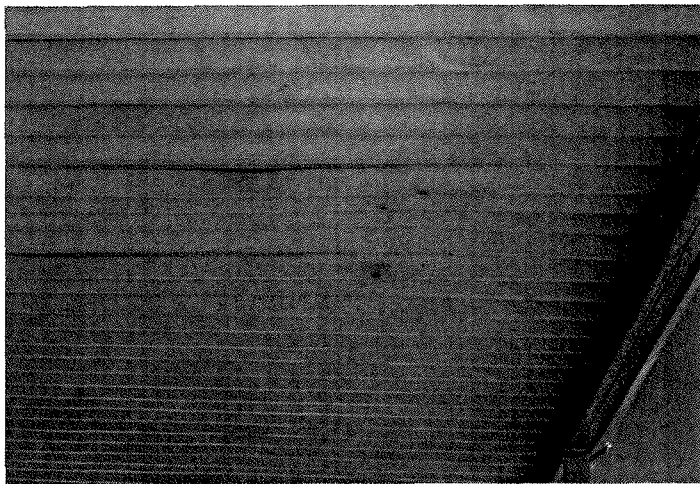
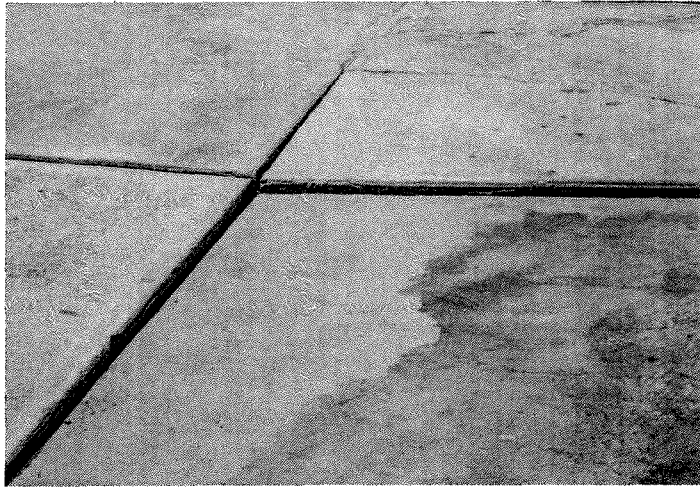
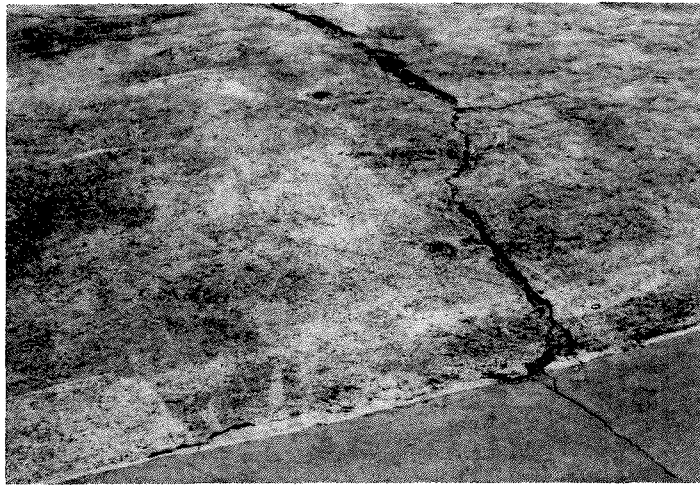
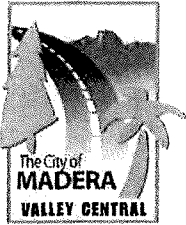


Exhibit A



CITY OF MADERA

NEIGHBORHOOD REVITALIZATION DEPARTMENT

428 East Yosemite Avenue · Madera, California 93638
(559) 661-5114 Phone · (559)674-7018 Fax

The City of Madera

co-hosts

Neighborhood Gatherings

throughout the community as an outreach service helping residents get to know each other and join in discussing ways to improve the quality of life in their neighborhoods.

Guest speakers are invited to provide valuable information and discuss topics of common interest to neighbors.

Call for more information

on how to start a Neighborhood Watch or Neighborhood Association

Neighbors

who stay connected help make their neighborhood a better place to live!

High Street NW Meeting (1st Meeting)

Friday, November 13, 2015

John Well Youth Center, 701 E. 5th Street

6:00-7:00pm

Saleh Alhmedi

Agenda

- 1.0 Welcome and Introduction of our Neighborhood Outreach Coordinator- Saleh Alhmedi and Co-Coordinator- Christina Herrera
- 2.0 Introduction/Comments/ Questions from Elected Officials
- 3.0 Madera Police Department
 - 3.1 Next Door, Nixle, and raidsonline.com- Lacy Burleson
 - 3.2 Animal Control- Officer Bravo
 - 3.3 Establishing Neighborhood Watch Program- Officer Velasquez
- 4.0 Questions/Answers
- 5.0 Adjourn

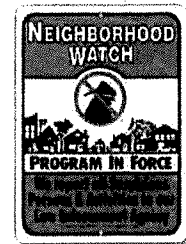
Security
Det. Tol
155 Jev

- Officer Garibay w/ Gun Unit
- Officer Perez - Pasadena off of Gun Unit

Your Neighborhood Contact:

Ms. Cano at (559) 871-2336

*** Graffiti Cleanup Kits Available—Sign up for a free kit!**



For information on Neighborhood Gatherings Contact:
Saleh Alhmedi at 559-661-5111 or Christina Herrera at 559-661-2853
City of Madera Neighborhood Outreach Specialists

Exhibit A

Mary Anne Seay

From: Mary Anne Seay <mseay@cityofmadera.com>
Date: 11/18/2015 4:08 PM (GMT-08:00)
To: Andy's Sports & Design <asd3661@yahoo.com>
Subject: RE: High Street Neighborhood Gathering Report

Thank you, Andy. I appreciate it. Let me know if additional information is needed. Thank you - MAS

Lighting	Residents expressed concerns about the lack of lighting in the street and at the park.	Councilman Andy informed residents that we will follow-up with the matter.	
Vehicle vandalism	A resident was concerned that his Truck got kicked by youth leaving the John Well Youth Center.	John Well Youth Center will be informed of activity that is being done by students that are leaving the center early.	
Street closure on time.	Residents wanted to know why the street was blocked.	Councilman Andy informed residents that we will follow-up with the matter.	

Mary Anne Seay
Madera Parks & Community Services Director
701 East 5th Street
Madera, CA 93638

Exhibit A

CITY OF MADERA
Beautification Committee
701 E. 5th Street
Madera, CA 93638
Parks & Community Services, Upstairs Conference Room

REGULAR MEETING
March 12, 2015
5:30 p.m.

AGENDA

I. Opening Procedures

1. Call to Order
2. Roll Call
3. Approval of Minutes
 - Regular – November 13, 2014
 - Regular – January 8, 2015
4. Correspondence
5. Public Comment:

The first fifteen minutes of the meeting are reserved for members of the public to address the Committee on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Committee. Speakers shall be limited to five (5) minutes, and it is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the Committee on items on the Agenda should notify the Chair when that Agenda item is called. The Committee 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 Committee does not respond to public comment at this time.

II. New Business:

- A. Committee Member Appointments
- B. Elections of Chair and Vice Chair for 2015
- C. HRPP Park Development Grant
- D. Fansler Inclusive Playground Grant
- E. Item Review – Design Plans for 4th Avenue Landscape
- F. Review – Median Island Design
- G. Spring Landscape Awards

III. Old business:

- A. Department/Program Updates
- B. Other

IV. Adjournment

- Any writing related to an agenda item for the open session of this meeting distributed to the City of Madera Beautification Committee less than 72 hours before this meeting is available for inspection at the City of Madera Parks & Community Services office 701 E. 5th Street, Madera, California 93638 during normal business hours.

I, Marilyn Hall-Zunino, Administrative Assistant for the City of Madera, Parks & Community Services Department, declare under penalty of perjury that I posted the above Beautification Committee Agenda for the Regular Meeting of March 12, 2015 on March 5, 2015.



MARYLIN HALL-ZUNINO, Administrative Assistant

We Care
City of Madera
BEAUTIFICATION COMMITTEE
701 E. 5th Street Madera, CA 93638 Ph. (559) 661-5495

CITY OF MADERA
Beautification Committee
701 E. 5th Street
Madera, CA 93638
Parks & Community Services, Upstairs Conference Room

REGULAR MEETING
April 9, 2015
5:30 p.m.

AGENDA

- I. Opening Procedures
 - 1. Call to Order
 - 2. Roll Call
 - 3. Approval of Minutes
 - Regular – March 12, 2015
 - 4. Correspondence
 - 5. Public Comment:

- II. New Business: None.

- III. Old business:
 - A. Water Conservation
 - B. Department/Program Updates
 - C. Spring 2015 Landscape Awards – Update
 - D. Other

- IV. Adjournment

➤ Any writing related to an agenda item for the open session of this meeting distributed to the City of Madera Beautification Committee less than 72 hours before this meeting is available for inspection at the City of Madera Parks & Community Services office 701 E. 5th Street, Madera, California 93638 during normal business hours.

I, Marylin Hall-Zunino, Administrative Assistant for the City of Madera, Parks & Community Services Department, declare under penalty of perjury that I posted the above Beautification Committee Agenda for the Regular Meeting of April 9, 2015 on April 2, 2015.



MARYLIN HALL-ZUNINO, Administrative Assistant

CITY OF MADERA
Beautification Committee
701 E. 5th Street
Madera, CA 93638
Parks & Community Services, Upstairs Conference Room

REGULAR MEETING
May 14, 2015
5:30 p.m.

AGENDA

I. Opening Procedures

1. Call to Order
2. Roll Call
3. Approval of Minutes
 - Regular – April 9, 2015
4. Correspondence
5. Public Comment:

The first fifteen minutes of the meeting are reserved for members of the public to address the Committee on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Committee. Speakers shall be limited to five (5) minutes, and it is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the Committee on items on the Agenda should notify the Chair when that Agenda item is called. The Committee 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 Committee does not respond to public comment at this time.

II. New Business:

- A. Brown Act Refresher – Brent Richardson, City Attorney

III. Old business:

- A. Spring 2015 Landscape Awards
- B. Department/Program Updates
- C. Other

IV. Adjournment

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I, Marylin Hall-Zunino, Administrative Assistant for the City of Madera, Parks & Community Services Department, declare under penalty of perjury that I posted the above Beautification Committee Agenda for the Regular Meeting of May 14, 2015 on May 6, 2015.


MARYLIN HALL-ZUNINO, Administrative Assistant

We Care
City of Madera
BEAUTIFICATION COMMITTEE
701 E. 5th Street Madera, CA 93638 Ph. (559) 661-5495

CITY OF MADERA
Beautification Committee
701 E. 5th Street
Madera, CA 93638
Parks & Community Services, Upstairs Conference Room

REGULAR MEETING
August 13, 2015
5:30 p.m.

AGENDA

I. Opening Procedures

1. Call to Order
2. Roll Call
3. Public Comment:

The first fifteen minutes of the meeting are reserved for members of the public to address the Committee on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Committee. Speakers shall be limited to five (5) minutes, and it is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the Committee on items on the Agenda should notify the Chair when that Agenda item is called. The Committee 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 Committee does not respond to public comment at this time.

4. Approval of Minutes
 - Regular Meeting – May 14, 2015
5. Correspondence

II. New Business: None.

III. Old business:

- A. 2015 Landscape Awards - Summer
- B. Water Conservation

IV. Adjournment

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I, Marilyn Hall-Zunino, Administrative Assistant for the City of Madera, Parks & Community Services Department, declare under penalty of perjury that I posted the above Beautification Committee Agenda for the Regular Meeting of August 13, 2015 on August 12, 2015.



MARYLIN HALL-ZUNINO, Administrative Assistant

Exhibit A

CITY OF MADERA
Beautification Committee
701 E. 5th Street
Madera, CA 93638
Parks & Community Services, Upstairs Conference Room

REGULAR MEETING
October 8, 2015
5:30 p.m.

AGENDA

I. Opening Procedures

1. Call to Order
2. Roll Call
3. Public Comment:

The first fifteen minutes of the meeting are reserved for members of the public to address the Committee on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Committee. Speakers shall be limited to five (5) minutes, and it is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the Committee on items on the Agenda should notify the Chair when that Agenda item is called. The Committee 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 Committee does not respond to public comment at this time.

4. Approval of Minutes
 - Regular Meeting – August 13, 2015
5. Correspondence

II. New Business:

- A. Housing Related Parks Program Update
 - Knox Park
 - Inclusive Play Feature
 - Community Meeting
- B. Laurel Trail Progress
 - Lighting
- C. Median Island Landscape – New Drought Tolerant Plans

III. Old business:

- A. Fall Landscape Award Update
- B. Department Updates

IV. Adjournment

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I, Marylin Hall-Zunino, Administrative Assistant for the City of Madera, Parks & Community Services Department, declare under penalty of perjury that I posted the above Beautification Committee Agenda for the Regular Meeting of October 8, 2015 on October 6, 2015.

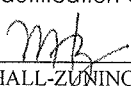

MARYLIN HALL-ZUNINO, Administrative Assistant

Exhibit A

CITY OF MADERA
Beautification Committee
701 E. 5th Street
Madera, CA 93638
Parks & Community Services, Upstairs Conference Room

REGULAR MEETING
November 12, 2015
5:30 p.m.

AGENDA

I. Opening Procedures

1. Call to Order
2. Roll Call
3. Public Comment:

The first fifteen minutes of the meeting are reserved for members of the public to address the Committee on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Committee. Speakers shall be limited to five (5) minutes, and it is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the Committee on items on the Agenda should notify the Chair when that Agenda item is called. The Committee 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 Committee does not respond to public comment at this time.

4. Approval of Minutes: there are no minutes for consideration.
5. Correspondence

II. New Business: None.

III. Old business:

- A. Fall Landscape Awards
 - Review Nominatoinis
 - Chose Award Winner
- B. Department Updates

IV. Adjournment

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I, Marylin Hall-Zunino, Administrative Assistant for the City of Madera, Parks & Community Services Department, declare under penalty of perjury that I posted the above Beautification Committee Agenda for the Regular Meeting of November 12, 2015 on November 10, 2015.



MARYLIN HALL-ZUNINO, Administrative Assistant

We Care
City of Madera
BEAUTIFICATION COMMITTEE

701 E. 5th Street

Madera, CA 93638

Ph. (559) 661-5495

CITY OF MADERA
Beautification Committee
701 E. 5th Street
Madera, CA 93638
Parks & Community Services, Upstairs Conference Room

REGULAR MEETING
March 10, 2016
5:30 p.m.

AGENDA

I. Opening Procedures

1. Call to Order
2. Roll Call
3. Public Comment:

The first fifteen minutes of the meeting are reserved for members of the public to address the Committee on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Committee. Speakers shall be limited to five (5) minutes, and it is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the Committee on items on the Agenda should notify the Chair when that Agenda item is called. The Committee 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 Committee does not respond to public comment at this time.

4. Approval of Minutes:
 - Regular Meeting – January 14, 2016
5. Correspondence

II. New Business:

- A. Elections of Chair and Vice-Chair for 2016
- B. Beautification Committee Member Contact Information - Discussion

III. Old business:


- A. Spring Volunteer Day
- B. Park Project Updates
 - Knox Park
 - Centennial Park
 - River Walk
 - Laurel Trail
- C. Water Conservation
 - Citation Fees
- D. Spring Landscape Awards
 - Approval of Nomination Form
 - Distribute List of Current Spring Nominations Received
- E. Department Updates

IV. Adjournment

Exhibit A

- Any writing related to an agenda item for the open session of this meeting distributed to the City of Madera Beautification Committee less than 72 hours before this meeting is available for inspection at the City of Madera Parks & Community Services office 701 E. 5th Street, Madera, California 93638 during normal business hours.

I, Marylin Hall-Zunino, Administrative Assistant for the City of Madera, Parks & Community Services Department, declare under penalty of perjury that I posted the above Beautification Committee Agenda for the Regular Meeting of March 10, 2016 on March 1, 2016.



MARYLIN HALL-ZUNINO, Administrative Assistant

We Care
City of Madera
BEAUTIFICATION COMMITTEE

701 E. 5th Street

Madera, CA 93638

Ph. (559) 661-5495

CITY OF MADERA
Beautification Committee
701 E. 5th Street
Madera, CA 93638
Parks & Community Services, Upstairs Conference Room

REGULAR MEETING
May 12, 2016
5:30 p.m.

AGENDA

I. Opening Procedures

1. Call to Order
2. Roll Call
3. Public Comment:

The first fifteen minutes of the meeting are reserved for members of the public to address the Committee on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Committee. Speakers shall be limited to five (5) minutes, and it is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the Committee on items on the Agenda should notify the Chair when that Agenda item is called. The Committee 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 Committee does not respond to public comment at this time.

4. Approval of Minutes:
 - Regular Meeting – March 10, 2016
5. Correspondence

II. New Business:

- A. Park & Recreation Master Plan Update
- B. Urban Forest Issues

III. Old business:


- A. Spring Volunteer Day - Update
- B. Parks Project Updates
 - Knox Park
 - Centennial Park
 - Laurel Trail
- C. Water Conservation
 - Stage Change
 - 4th Street Medians/Pine and Pecan Medians
- D. Spring Landscape Awards
 - Distribute Updated List of Current Spring Nominations Received
 - Presentation – Nominated Residences
 - Chose the 2016 Spring Landscape Award winner
- E. Department Updates

IV. Adjournment

Exhibit A

- Any writing related to an agenda item for the open session of this meeting distributed to the City of Madera Beautification Committee less than 72 hours before this meeting is available for inspection at the City of Madera Parks & Community Services office 701 E. 5th Street, Madera, California 93638 during normal business hours.

I, Marylin Hall-Zunino, Administrative Assistant for the City of Madera, Parks & Community Services Department, declare under penalty of perjury that I posted the above Beautification Committee Agenda for the Regular Meeting of May 12, 2016 on May 6, 2016.



MARYLIN HALL-ZUNINO, Administrative Assistant

We Care
City of Madera
BEAUTIFICATION COMMITTEE

701 E. 5th Street

Madera, CA 93638

Ph. (559) 661-5495

CITY OF MADERA
Beautification Committee
701 E. 5th Street
Madera, CA 93638
Parks & Community Services, Upstairs Conference Room

REGULAR MEETING
January 14, 2016
5:30 p.m.

AGENDA

I. Opening Procedures

1. Call to Order
2. Roll Call
3. Public Comment:

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4. Approval of Minutes:
 - Regular Meeting – October 8, 2015
 - Regular Meeting – November 12, 2015
5. Correspondence

II. New Business:

- A. Baracades
 - 4th & Flume Streets
- B. Water Concervation
- C. Spring Volunteer Day
- D. Ideas – Discussion
 - Videos
- E. Spring/Summer Awards

III. Old business:

- A. Department Updates

IV. Adjournment

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I, Marylin Hall-Zunino, Administrative Assistant for the City of Madera, Parks & Community Services Department, declare under penalty of perjury that I posted the above Beautification Committee Agenda for the Regular Meeting of January 14, 2016 on January 12, 2016.




MARYLIN HALL-ZUNINO, Administrative Assistant

Exhibit A

Agenda

- 1) Icebreaker/ Team Building
- 2) Youth Commission By-Laws – going over them
- 3) Body Map Template activity – helping to identify what’s important to Commissioners
- 4) Adjournment – Next meeting will be Tuesday, November 17, 2015 5:30-6:30pm

Exhibit A



Service	Integrity	Accountability	Teamwork
City of Madera Parks & Community Services	701 E. 5th Street Madera, CA 93638	559.661.5495 T 559.675.3827 F	www.madera-ca.gov

Agenda


- 1) Icebreaker/ Team Building

- 2) Youth Commission By-Laws – answering questions

- 3) Youth Commission priorities for the year – what areas would you like to focus on for the year? How do you identify what is important for the group?

- 4) Adjournment – Next meeting will be Tuesday, December 1, 2015 5:30-6:30pm

Exhibit A



Services	Integrity	Accountability	Teamwork
City of Madera Parks & Community Services	701 E. 5th Street Madera, CA 93638	559.661.5495 T 559.675.3827 F	www.madera-ca.gov

Agenda

- 1) Icebreaker/ Team Building

- 2) Approval of Minutes

- 3) Treasury Report
 - Fundraising ideas & opportunities

- 4) Establishing priority projects for the year
 - Look at the key interest areas identified at last meeting and identify projects/activities:
 - Bullying
 - Teen Pregnancy
 - Litter/Trash
 - High School Dropouts
 - Drug & Alcohol Abuse
 - Negative Influences

- 5) Other Orders of Business
 - Winter Wonderland event- Saturday, December 19, 2015 10am-3pm @ Youth Center

- 6) Adjournment – Next meeting will be Tuesday, December 15, 2015 5:30-6:30pm

Ornament Exchange for next meeting??

Exhibit A



Agenda

- 1) Icebreaker/ Team Building – Build a Snowman

- 2) Approval of Minutes


- 3) Treasury Report
 - Fundraising ideas & opportunities

- 4) Establishing priority projects for the year
 - Look at the key interest areas identified at last meeting and identify projects/activities:
 - Bullying
 - Teen Pregnancy
 - Litter/Trash
 - High School Dropouts
 - Drug & Alcohol Abuse
 - Negative Influences

- 5) Other Orders of Business
 - Winter Wonderland event- Saturday, December 19, 2015 10am-3pm @ Youth Center
 - Elections
 - Secret Santa & Potluck

- 6) Adjournment – Next meeting will be Tuesday, January 5, 2016 5:30-6:30pm

Exhibit A




Service	Integrity	Accountability	Teamwork
City of Madera Parks & Community Services	701 E. 5th Street Madera, CA 93638	559.661.5495 T 559.675.3827 F	www.madera-ca.gov

Agenda

- 1) Icebreaker/ Team Building –
- 2) Approval of Minutes
- 3) Treasury Report
 - Fundraising ideas & opportunities
- 4) Details on Events (see attachment)
- 5) Other Orders of Business
 - Easter Eggstravaganza- March 19, 2016 @ Town & Country Park
 - Relay For Life- 1st weekend of May 7th & 8th, 2016
- 6) Adjournment – Next meeting will be Tuesday, January 19, 2016 5:30-6:30pm

Exhibit A




Service	Integrity	Accountability	Teamwork
City of Madera Parks & Community Services	701 E. 5th Street Madera, CA 93638	559.661.5495 T 559.675.3827 F	www.madera-ca.gov

Agenda

- 1) Icebreaker- Bumper Sticker
- 2) Approval of Minutes
- 3) Treasury Report
 - Fundraising ideas (came up with a list at meeting on 1/12/16)
- 4) Saturday Concessions: Youth Basketball- Begin 1/23/16 (this Saturday)
- 5) Fundraising
- 6) Event Details (handout given on 1/12/16)
- 7) Other Orders of Business
 - Easter Eggstravaganza- March 19, 2016 @ Town & Country Park – snow cones, raffle baskets, etc.
 - Relay For Life- 1st weekend of May 7th & 8th, 2016
 - First activity needs to be planned by end of February
- 8) Adjournment – Next meeting will be Tuesday, February 2, 2016 5:30-6:30pm

Exhibit A




Service	Integrity	Accountability	Teamwork
City of Madera Parks & Community Services	701 E. 5th Street Madera, CA 93638	559.661.5495 T 559.675.3827 F	www.madera-ca.gov

Agenda

- 1) Icebreaker/ Team Building –
- 2) Approval of Minutes
- 3) Treasury Report
 - Fundraising ideas & opportunities
- 4) Details on Events (see attachment)
- 5) Other Orders of Business
 - Easter Eggstravaganza- March 19, 2016 @ Town & Country Park
 - Relay For Life- April 30th & May 1st
- 6) Adjournment – Next meeting will be Tuesday, February 16, 2016 5:30-6:30pm

Exhibit A



Service	Integrity	Accountability	Teamwork
City of Madera Parks & Community Services	701 E. 5th Street Madera, CA 93638	559.661.5495 T 559.675.3827 F	www.madera-ca.gov

Agenda

- 1) Approval of Minutes
- 2) Treasury Report
- 3) Researched activities results
- 4) Other Orders of Business
 - Easter Eggstravaganza- March 19, 2016 @ Town & Country Park – Easter baskets & snowcones
 - Relay For Life- April 30th & May 1st "Hope Shines On..." theme
 - Trail clean-up- Monday, March 21, 2016 – Need time & location of trail
- 5) Adjournment – Next meeting will be Tuesday, March 1, 2016 5:30-6:30pm

Exhibit A



Service	Integrity	Accountability	Teamwork
City of Madera Parks & Community Services	701 E. 5th Street Madera, CA 93638	559.661.5495 T 559.675.3827 F	www.madera-ca.gov

Agenda

Members Present:

New members in attendance:

- 1) Icebreaker/Team Building Activity
- 2) Approval of Minutes *(President)*
- 3) Treasury Report *(Treasurer)*
- 4) Orders of Business:
 - a) "Talking Stick" – Will be enforcing this rule to encourage the active listening of each of the Members and others. Only those who have the "Talking Stick" may speak. The "Talking Stick" will be passed to those who would like to comment on the topic at hand. *(Ashley)*
 - b) Research of Anti-Bullying Workshops/Seminars/Summits done by other Youth Groups/Youth Commissions. *What has been done? What activities did you like? What would work in Madera? What needs to be changed? (Ashley)*
 - c) Start developing Anti-Bullying Workshop/Seminar/Summit *(Ashley)*
 - d) Easter Baskets for raffle for Eggstravaganza event on Saturday, March 19, 2016. Decided on 4 baskets to raffle off. Need baskets, wrap, grass, toys. Put baskets together at next meeting. *(President)*
 - e) Trail Clean-up: Monday, March 21, 2016 9-11 am. Will need a list of equipment needed for clean up at next meeting. *(President)*
- 5) Other Orders of Business:
 - a) Recruitment of additional members. Would like a diverse group of teens to represent the voice of all teens in Madera. *(Ashley)*
 - b) Next agenda items:
 - c)
- 6) Adjournment – Next meeting will be Tuesday, March 15, 2016 5:30-6:30pm – Glow-in-the-dark Egg Hunt inside of the Gym

Exhibit A



Service

City of Madera
Parks & Community Services

Integrity

701 E. 5th Street
Madera, CA 93638

Accountability

559.661.5495 T
559.675.3827 F

Teamwork

www.madera-ca.gov

Agenda

Members Present:
New members in attendance:

- 1) Icebreaker/Team Building Activity: Egg Hunt
- 2) Approval of Minutes (*President*)
- 3) Treasury Report (*Treasurer*)
- 4) Orders of Business:
 - a) Eggstravaganza Event – THIS Saturday, March 19, 2016 @ Lion's Town & Country Park. Meet at park at 8am for set-up.
 - i. Snow Cones: Need bags of ice (10) 20oz bags, ice chests
 - ii. Baskets: Need raffle tickets (Jenn has), decorated canister for tickets, pens for filling out tickets, & baskets
 - iii. Signs: 2 signs – need to make
 - iv. Anything else needed for Saturday's event??
 - b) Trail Clean-up: Monday, March 21, 2016 9-11am @ Rotary Park (near Dog Park/Skate Park/Jack-in-the-Box).
 - i. Will have grapplers & bags. Need to bring own gloves (we may have some available)
 - c) Relay For Life: Saturday, April 30, 2016 & Sunday, May 1, 2016
 - i. Relay theme: "Paint a World Without Cancer"
 - ii. City of Madera will have a booth
 - d) Baskets
- 5) Other Orders of Business:
 - a) Volunteer Day – Saturday, April 9, 2016 @ 8:30am. Meet in parking lot by Ampitheatre
 - b) Anti-Bullying Event
 - c) Recruitment Ideas
 - d) Next agenda items:
 - e)
- 6) Adjournment – Next meeting will be Tuesday, April 5, 2016 5:30-6:30pm

Exhibit A



Service	Integrity	Accountability	Teamwork
City of Madera Parks & Community Services	701 E. 5th Street Madera, CA 93638	559.661.5495 T 559.675.3827 F	www.madera-ca.gov

Agenda

Members Present:

New members in attendance:

- 1) Icebreaker/Team Building Activity: Egg Hunt
- 2) Approval of Minutes (*President*)
- 3) Treasury Report (*Treasurer*)
- 4) Orders of Business:
 - a) Eggstravaganza Re-Cap
 - i. Money Raised- \$317
 - ii. How'd it go? Thoughts?
 - iii. Notes/Suggestions for next year:
 - b) Trail Clean-up Re-Cap:
 - i. Girl power! How'd it go?
 - c) Volunteer Day – THIS Saturday, April 9, 2016 @ Lion's Town & Country Park 8:30am-1:00pm
 - d) Relay For Life – Saturday, April 30 & Sunday, May 1, 2016
 - i. Relay theme: "Paint a World Without Cancer"
 - ii. City of Madera will have a booth
 - e) Anti-Bullying Event:
 - i. Need to decide on a date & time
 - ii. Start working & finalizing activities
 - iii. Decide on anti-bullying videos
 - iv. Flyer design
- 5) Other Orders of Business:
 - a) Recruitment Ideas
 - b) Youth Commission College Trip – Saturday, May 14, 2016: UC Santa Cruz & Santa Cruz Beach Boardwalk
 - c) Next agenda items:
 - d)
- 6) Adjournment – Next meeting will be Tuesday, April 19, 2016 5:30-6:30pm

Exhibit A



Service

Integrity

Accountability

Teamwork

City of Madera
Parks & Community Services

701 E. 5th Street
Madera, CA 93638

559.661.5495 T
559.675.3827 F

www.madera-ca.gov

Agenda

Members Present:

New members in attendance:

- 1) Icebreaker/Team Building Activity:
- 2) Approval of Minutes (*President*)

- 3) Treasury Report (*Treasurer*)

- 4) Orders of Business:
 - a) Relay For Life Re-Cap:

 - b) Anti-Bullying Event:
 - i. Saturday, May 28, 2016 12-3pm
 - ii. Grades 5th – 12th
 - iii. Advertising the event: How will you do this??
 - iv. Jennifer submitted flyer and is waiting for approval.

 - c) College Trip – Saturday, May 14, 2016
 - i. Pick up @ Youth Center – **Need to be at Center by 6:30am!!!**
 - ii. UC Santa Cruz & the Santa Cruz Beach Boardwalk
 - iii. Return time is approximately 7:30pm.
 - iv. Jennifer will get you a copy of the Itinerary ASAP!
 - v. Permission slip: **Need returned by this Friday, May 6, 2016!!!**

- 5) Other Orders of Business:
 - a)
 - b)
 - c)
 - d) Next agenda items:

- 6) Adjournment – Next meeting will be Tuesday, May 17, 2016 5:30-6:30pm

Exhibit A



Service

City of Madera
Parks & Community Services

Integrity

701 E. 5th Street
Madera, CA 93638

Accountability

559.661.5495 T
559.675.3827 F

Teamwork

www.madera-ca.gov

Agenda

Members Present:

New members in attendance:

- 1) Icebreaker/Team Building Activity:
- 2) Approval of Minutes (*President*)

- 3) Treasury Report (*Treasurer*)

- 4) Orders of Business:
 - a) Relay For Life suggestions for next year:

 - b) Anti-Bullying Event:
 - i. Saturday, May 28, 2016 12-3pm
 - ii. Grades 5th – 12th
 - iii. Advertising the event: How will you do this??
 - iv. Jennifer submitted flyer and is waiting for approval.

 - c) College Trip – Recap:

- 5) Other Orders of Business:
 - a)
 - b)
 - c)
 - d) Next agenda items:

- 6) Adjournment – Next meeting will be Tuesday, May 24, 2016 Time:

Exhibit A



Service

City of Madera
Parks & Community Services

Integrity

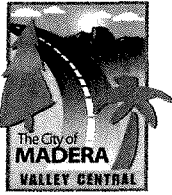
701 E. 5th Street
Madera, CA 93638

Accountability

559.661.5495 T
559.675.3827 F

Teamwork

www.madera-ca.gov



Kids Camp Evaluation

Name: _____

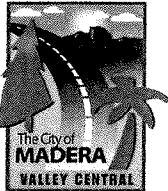
Camp Session: Stars and Stripes Week 4

Time: _____

Date of Evaluation: _____

	Poor	Below Average	Average	Above Average	Excellent
Staff					
Staff was prepared	1	2	3	4	5
Staff planned a variety of activities	1	2	3	4	5
Staff was friendly and informative to parents	1	2	3	4	5
Did camp meet your expectations	1	2	3	4	5
Program					
Structure of camp program	1	2	3	4	5
Registration process	1	2	3	4	5
Program fee was appropriate	1	2	3	4	5
Length of camp session	1	2	3	4	5

Comments: _____



Swim Lesson Evaluation

Name: _____

Swim Class: _____

Swim Time: _____

Date of Evaluation: _____

	Poor	Below Average	Average	Above Average	Excellent
Instructors					
Was the instructor involved in teaching the lesson?	1	2	3	4	5
Was the instructor friendly and courteous to your child?	1	2	3	4	5
Was the instructor confident when teaching the lesson?	1	2	3	4	5
Swim Lesson					
Did the lesson start on time?	1	2	3	4	5
Did the lesson run the entire 30 minutes?	1	2	3	4	5
Was your child given enough one-on-one time?	1	2	3	4	5

Comments: _____

City of Madera Parks & Community Services Department

After School Program Cooking Class

Pre-Evaluation Survey

1. Do you help your parents/guardians cook at home? *(Please circle)*
Yes No

2. How many times per week do you cook or prepare snacks for either yourself or family members? *(Please circle)*
 - a) 0-1
 - b) 2-3
 - c) 4-5
 - d) 6-7

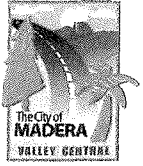
3. Hot foods should be kept at what temperature? *(Please circle the number you feel is correct)*
 - a) 100 degrees
 - b) 126 degrees
 - c) 141 degrees
 - d) 200 degrees

4. Cold foods should be kept at what temperature? *(Please circle the answer you feel is correct)*
 - a) Below 50 degrees
 - b) Below 41 degrees
 - c) Below 28 degrees
 - d) Below 32 degrees

5. How long should food be left out before cooking? *(Please circle the answer you feel is correct)*
 - a) 1 hour
 - b) 30 minutes
 - c) 5 minutes
 - d) Food should be left in the fridge until ready to use

6. How long are you supposed to wash your hands? *(Please circle the answer you feel is correct)*
 - a) 1 minute
 - b) 30 seconds
 - c) 15 seconds
 - d) I don't need to wash my hands before preparing food

CITY OF MADERA 2016 T-BALL SURVEY



Age Group: _____ Team Name: _____

	EXTREMELY SATISFIED	SATISFIED	AVERAGE	DISSATISFIED	EXTREMELY DISSATISFIED
1. City staff assist with any questions or concerns in a timely manner.					
2. Game days and times.					
3. My child enjoyment of the program.					
4. Coaches and staff professionalism and conduct.					
5. My child's progress in his/ her knowledge in the game of baseball.					
6. League fees value.					
7. Overall, how would you rate this program?					

8. What does your child like most about the league?

9. As the guardian, what did you like most about the league?

10. Would you register your child again for this league? Yes/ No. Please explain.

11. What changes if any would you like to see?

12. Would you participate in a Fall T-Ball League if offered?

___ Yes ___ No

13. Please prioritize and identify which sports you would be interested in registering your child for

___ Flag Football ___ Volleyball ___ Soccer ___ (Other) _____

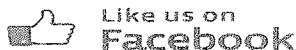
14. Additional comments.

Any additional concern, please feel free to contact us through email:

Youth / Adult Sports Coordinator : Adam Romero - aromero@cityofmadera.com

To stay current with programs and activities, follow on Facebook at:

City of Madera Parks and Community Services



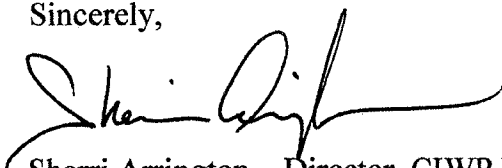
June 22, 2016

To whom it may concern:

As Advocates for individuals with developmental disabilities and mental challenges, Community Integrated Work Program, Inc. (CIWP) is excited about the possibilities offered to our clients by the City of Madera's latest initiative to improve Centennial Park. Our model of community integration includes accessibility to sports and recreation programs as a means to achieve productive lifestyles, and the Centennial Park Rehabilitation and Lighting Project is in conformance with this model. CIWP and the City are active partners in several of our service areas, including Community Integration, Health Maintenance, and Social/Interpersonal Skills Development. Centennial Park, including the John Wells Youth Center is a base of operations from which we can effectively partner to promote those service areas. Improvements to the Park that enhance and expand the availability and accessibility to programs are of benefit to both of our organizations, to our clients in particular, and to the Madera community at large. I believe that the City is a good steward of any resources that may be made available and am therefore enthusiastic about offering this letter of support for the project.

If you wish to discuss this letter of support in more depth, I can be reached at (559) 673-5174.

Sincerely,



Sherri Arrington – Director, CIWP Madera and Fleet Services



KINGS VIEW

SKILLS4SUCCESS

701 East 5th Street, Madera, California 93638
Phone: (559) 673-0167 FAX: (559) 675-3827

June 22, 2016

To Whom It May Concern:

It is my honor to offer this letter of support for The City of Madera Parks and Community Services Department application for funding from the Community Development Block Grant (CDBG) for Centennial Park rehabilitation and lighting project.

The City of Madera's grant application for the rehabilitation of Centennial Park and lighting project is a needed amenity in the area. Centennial Park is utilized by low income residents and provides quality green space and recreation activities/programs for Madera families. Skills4Success partners with the City to offer specialized college and career ready programs for teens and young adults that aspire to receive higher education and vocational training. Centennial Park is the home base for Skills 4 Success and any improvements at the center and its surrounding that benefits Skills 4 Success clients is welcome.

As a supporter of the community, the city and Centennial Park, I hope you accept this letter of support. Rehabilitation of Centennial Park and Lighting of the park would be of immense value to the youth and residents of the community. I am available for further contact at (559) 675-0105. Thank you.

Sincerely,

Eugene Bell
Executive Director
Kings View Skills 4 Success
701 E. 5th Street
Madera, CA 93638

Exhibit A



June 22, 2016

To whom it may concern:

Madera Special Needs Sports & Recreation (MSNSR) is a 501c3 Non-Profit organization, created in 2014 by a group of parents that have children with developmental & or physical disabilities. Our mission is to encourage the formation of recreational activities/sports programs that will meet the needs of individuals with special needs. We educate, motivate and encourage individuals with a developmental & or physical disability to participate in sports/recreation programs in an environment that is adapted to the level of ability of the participating athletes. In addition, our focus is to integrate individuals with disabilities with individuals without disabilities in order to promote awareness of challenges, to encourage team building, to educate the general public about disability sports, and to promote societal awareness of the challenges and needs of individuals who have developmental and physical disabilities.

MSNSR is proud of our partnership with the City of Madera Parks & Community Services and we are happy to provide this letter in support of the proposed Centennial Park Rehabilitation and Lighting Project. Past improvements at Centennial Park have greatly benefitted the population we represent but there are still problems that need to be addressed in order to make the park and its amenities truly inclusive. The proposed rehabilitation plan specifically addresses accessibility issues that are critically important to our clients and the improvements and addition of lighting will enhance accessibility in the evening hours. With the construction of the inclusive playground currently underway and the funding for the Rehabilitation Project in place, Centennial Park can become a model for accessibility for the community.

We look forward to being a community resource and offering our perspective and ideas as this worthy project is brought to completion. If you require further information I can be reached at 559-871-4069.

Sincerely,

A handwritten signature in black ink, appearing to read 'Fernando Santoya', is written over the word 'Sincerely,'.

Fernando Santoya
President, MSNSR

Exhibit A

**CITY OF MADERA
Quarterly Activity Report**

Contract Period: July 1, 2016 to June 30, 2017

NAME OF ORGANIZATION: City of Madera Parks and Community
Services Department
701 E. 5th Street
Madera, CA 93638

PROJECT TITLE: Centennial Park Improvements Project

QUARTER AND YEAR OF REPORT: _____, 20__

- I. Describe the current status of activity.

- II. Describe activities to be undertaken in the next reporting period.

- III. Describe problems and/or delays encountered and course of action taken.

- IV. What actions have been taken to ensure all aspects of the project are completed on or before June 30, 2017?

RETURN ACTIVITY REPORTS BY THE 15TH OF THE MONTH FOLLOWING THE END OF EACH QUARTER TO:

**Jorge Antonio Rojas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3693
Fax: (559) 674-2972
Email: jrojas@cityofmadera.com**

REPORT PREPARED BY: _____

Date: _____

INCOME SOURCE	AMOUNT	
CITY		
UNITED WAY		
STATE (SPECIFY)		
FEDERAL (SPECIFY)	\$430,000	CDBG
SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST)		
TOTAL INCOME	\$430,000	
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	\$28,000
BENEFITS	0150	\$14,000
SERVICES & SUPPLIES		\$358,000
INSURANCE	0200	
COMMUNICATIONS	0250	
CONSULTANT SERVICES	0300	\$30,000
OFFICE EXPENSE	0350	
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	
UTILITIES	0500	
TRAVEL (ADMIN.)	0550	
FOOD SUPPLIES	0600	
CONTRACTS	0650	
TRANSPORTATION	0700	
FUND RAISING	0750	
TOTAL		\$430,000

Exhibit B

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland “Anti-Kick Back” Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h)); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

- K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.
- L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.
- M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).
- N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.
- O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.
- P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
- Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
- R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
- S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

- T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFRE 570.200 relating to Special Assessments.
- U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.
- V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.
- W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.
- X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.
- Y. All contracts shall include a “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions” as required by 29 CFR Part 98.

U.S. Department of Housing and Urban Development
COMMUNITY PLANNING AND DEVELOPMENT

Special Attention of:

All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice CPD- 00-10

Issued: December 26, 2000

Expires: December 26, 2001

Subject: Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

Distribution: W-3-1

Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. (24 CFR §8.3) For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

Non-housing Programs

New Construction -- Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

Alterations to facilities -- Part 8 requires to the maximum extent feasible, that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. (24 CFR §8.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. 24 CFR §8.21(c)(1) Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program. (24 CFR §8.21(c)(iii))

Historic Preservation - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property, However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement, however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

Employment

Section 504 also prohibits discrimination based upon disability in employment. See 24 CFR Part 8, Subpart B.

Section 504 Self Evaluations

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. However, self-evaluation continues to be an excellent management tool for ensuring that a recipient's current policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.
- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)
- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.
- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

Title I prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151(c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections. Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151(e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/taprog.htm, and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY))**. The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and “commercial” facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page (<http://www.hud.gov/fhe/504/sect504.html>). Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

	<u>CPD</u>	<u>FHEO</u>
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	860 240-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622-7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-3167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232-1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766-5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4391 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2107	612 370-3185

Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-3214 x8100	414 297-3214
Columbus, OH	614 469-5737 x8240	614 469-5737 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AK	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

Distribution: W-3-1

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2016.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and CalFire, hereafter referred to as the "CONTRACTOR."

RECITALS:

WHEREAS, the CITY has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California; and

WHEREAS, the Madera City Council has determined a project to replace an existing 20-30 year-old generator with a new, natural gas generator to fully provide electrical power to Fire Station No. 6 in the event of a power outage is eligible for funding under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to ensuring the safety and protection of Madera and its community members through adequate first response to emergencies and to maintaining sufficient resources for expanding protection as the community grows; and

WHEREAS, the CONTRACTOR submitted a project plan and budget to purchase and install the natural gas generator consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the City Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

The CONTRACTOR shall provide all services and responsibilities as set forth in the project design, which is attached to this Agreement, marked as Exhibit "A," and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the CONTRACTOR in the performance of this Agreement and shall be documented to the CITY by the fifteenth (15th) day of the month following the end of the quarter. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "B" and incorporated herein by reference. The total CDBG obligation of the CITY under this Agreement shall not exceed \$25,000.00 in fiscal year 2016-2017. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The CONTRACTOR shall disclose in all public information its funding source.

c. Lobbying Activity

The CONTRACTOR shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The CONTRACTOR shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The CONTRACTOR shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of Community Development Block Grant funds.

Program Income

CONTRACTOR shall report quarterly all program income as required under 24 CFR 570.503(b) (3) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to CITY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to CITY.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement so as to verify that CONTRACTOR are performing their obligations in accordance with the terms and conditions thereof. CONTRACTOR and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2016 and shall end its performance June 30, 2017, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

CONTRACTOR shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b) (5).

b. Reports/Required Notifications

The CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

The CONTRACTOR shall also furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement. In the event that the CONTRACTOR fails to provide such reports, it shall be deemed sufficient cause for the CITY to withhold payments until there is compliance. In addition, the CONTRACTOR shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

CITY shall notify CONTRACTOR in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event that corrections are not accomplished by CONTRACTOR within thirty (30) days, written notification shall constitute CITY's intent to terminate this Agreement.

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR shall not affix any restrictive markings upon any data. If markings are affixed, CITY shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The CITY will inform CONTRACTOR in writing if CDBG funds are provided under this Agreement, which require CONTRACTOR to submit an application or to complete a record as an integral part of receiving these funds.

CONTRACTOR shall submit with each quarterly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of time cards and related pay stubs for reimbursement.

8. Assignment

CITY and CONTRACTOR may not assign, or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

9. Subcontracts

If the CONTRACTOR should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved as to form and content by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit

"B." An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

The CONTRACTOR shall be responsible to the CITY for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the CONTRACTOR is subject to under this Agreement. No officer or director of the CONTRACTOR shall have any direct monetary interest in any subcontract made by the CONTRACTOR. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the CONTRACTOR.

In addition, if the CONTRACTOR receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "C."

10. Conflict of Interest

No officer, employee, or agent of the CITY who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

Eligibility for Services

The CONTRACTOR shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The CONTRACTOR'S services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. CONTRACTOR shall comply with requirements set forth in Exhibit D, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The CONTRACTOR shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status or

disability status in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the CITY shall withhold all further funds until the CONTRACTOR can show by clear and convincing evidence to the satisfaction of the CITY that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the CITY, no person shall be employed by the CONTRACTOR who is related by blood or marriage or who is a member of the Board of Directors or an officer of the CONTRACTOR. In the event HUD determines a CDBG-funded CONTRACTOR'S organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then CONTRACTOR shall accept all responsibility to return any CDBG funds received from CITY.

12. Termination

a. This Agreement may be immediately terminated by CITY for cause where in the determination of CITY, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the CITY hereunder constitute a waiver by the CITY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR, nor shall such payment impair or prejudice any remedy available to the CITY with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the CITY may, in its sole discretion, immediately suspend or terminate this Agreement.

c. CITY shall have the option to terminate this Agreement without obligation of CITY to reimburse CONTRACTOR from the date the Federal or State Government withholds or fails to disburse funds to CITY, in the event such government withholds or fails to disburse funds, CITY shall give CONTRACTOR notice of such funding limitation or termination within a reasonable time after CITY receives notices of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

13. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in writing by the City Administrator, or his designee.

14. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

15. Evaluation

The CITY shall monitor and evaluate the performance of the CONTRACTOR under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The CONTRACTOR shall participate in evaluation of the program.

CONTRACTOR shall cooperate fully with CITY, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

CONTRACTOR shall also agree to on-site monitoring and personal interviews of participants, CONTRACTOR'S staff, and employees by appropriate CITY staff on at least a quarterly basis.

16. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

17. Reversion of Assets

The CONTRACTOR must obtain prior written approval from the CITY whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR shall reimburse the CITY in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the CITY of these obligations.

18. Breach of Agreement

In the event the CONTRACTOR fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the CONTRACTOR'S failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

19. No Third Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

20. Indemnification

IN THE EVENT HUD DETERMINES A CDBG-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD REQUIRES REPAYMENT OF CDBG FUNDS, THEN THE CONTRACTOR SHALL REPAY ANY CDBG FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

21. Entire Agreement

This Agreement constitutes the entire agreement between the CONTRACTOR and CITY with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:

CALFIRE:

By: _____
Andrew J. Medellin, Mayor

By:  _____
David Allen, Division Chief

Date: _____

Date: 12-14-16

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

Date: _____

Date: _____

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT PROPOSAL FORM
2016/2017

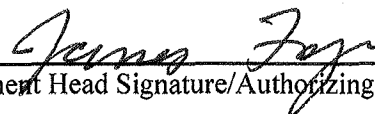
DATE SUBMITTED: 6-23-16

A. GENERAL INFORMATION

1. Name of Department/Organization: Madera City Fire Department

Address: 200 South Schnoor Avenue, Madera, Ca. 93638

Contact Person: James Forga BC Phone: 559-232-9605

Concurrence: 
Department Head Signature/Authorizing Official

B. ACTIVITY DESCRIPTION

1. Summary (Description of proposed project and anticipated accomplishment. If appropriate, include diagram of the area.):

Madera City Fire will purchase a new emergency generator for Fire Station #6.

2. Need (Explain why project is needed.):

The new emergency generator will be a benefit to the area identified for a number of reasons, specifically to assure response to emergency incidents in the event of a power failure in the area. The current emergency generator is roughly 25-30 years old and does not have the reliability that is needed to still power the fire station once power is lost. When commercial power is lost, the fire personnel have to rely on emergency back-up power to function and respond to emergency incidents. The emergency generator will power the entire fire station; therefore it will not hamper our response and serve the citizens of the communities identified.

3. Estimated cost of project and source of estimate (if available):

\$25,000

Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

No other sources of funds are proposed to implement this project.

4. Timetable (assuming final approval next July 1). Will your proposal meet these goals in one year? Give starting date for activity.

The anticipated goal for the emergency generator to be in service is November 2016.

5. What measureable goals will your program deliver?

Delivery of the emergency generator and placing in service for critical infrastructure at the Fire Station #6.

6. What are the project's expected outcomes? How are the outcomes assessed?

The ability to continue operating when electrical power is lost is the project's expected outcome.

7. What National Objective does your program meet?

L/M Income Area Benefit

8. How does your proposal support the Vision Plan Madera 2025 Action Plan?

Enhances the ability of the fire department personnel to respond to emergency incidents in the event of a power outage in the area.

This proposal supports the Vision Plan Madera 2025 Action Plan Strategy as follows:

Strategy 421: First Response Emergency Services: Ensure the safety and protection of Madera and its community members through adequate first response to emergencies. Maintain sufficient resources to expand protection as the community grows.

C. ENVIRONMENTAL IMPACTS:

1. Historical:

- a. How old is the affected structure?

N/A

- b. Will this project affect an historically significant (or potentially historic) structure?

N/A

2. Archeological:

- a. Will this project involve any ground disturbance?

No

- b. If so, how deep will excavation be and what is the volume of earth to be moved?

3. Water:

- a. Does this project involve a sewer or water system?

No

D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

1. Primarily benefits low and moderate-income persons.

- a. Service Area:

Census Tracts 6.02, 6.03, 6.04, 8.00 and 9.00

Number of City residents served annually: 63,000 +/-

2. How will the proposed project prevent or eliminate slums or blight?

N/A

E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.

Input was received during three public input meetings held March 8, 10 and 11, 2016. Please see the attached meeting minutes.

2. Note complaints that have been received, etc.

None at this time.

3. Evidence of collaboration with other agencies within the community.

The Fire Department collaborates with County and Regional fire departments and first responders.

**RETURN AN ORIGINAL AND
TWO COPIES TO:**

City of Madera
205 West Fourth Street
Madera, CA 93637
Attention: CDBG Administration

DUE DATE:

June 23, 2016; 5:00 p.m.

CONTACT PERSON:

Jorge Antonio Rojas, Program Manager – Grants
559-661-3693
irojas@cityofmadera.com

CITY OF MADERA
Quarterly Activity Report

Contract Period: July 1, 2016 to June 30, 2017

NAME OF ORGANIZATION: **CalFIRE**
317 N. Lake Street
Madera, CA 93638

PROJECT TITLE: **Natural Gas Generator Project**

QUARTER AND YEAR OF REPORT: _____, 20__

- I. Describe the current status of activity.**

- II. Describe activities to be undertaken in the next reporting period.**

- III. Describe problems and/or delays encountered and course of action taken.**

- III. What actions have been taken to ensure all aspects of the project are completed on or before June 30, 2017?**

RETURN ACTIVITY REPORTS BY THE 15TH OF THE MONTH FOLLOWING THE END OF EACH QUARTER TO:

Jorge Antonio Rojas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3693
Fax: (559) 674-2972
Email: jrojas@cityofmadera.com

REPORT PREPARED BY: _____

Date: _____

CITY OF MADERA
CDBG 2016/2017 Emergency Generator Budget

ORG	OBJECT	DESCRIPTION	
10218020	7000	Project: Fire 1 Fire Station No. 6 Emergency Generator	25,000.00

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland “Anti-Kick Back” Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h)); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

- K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.
- L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.
- M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).
- N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.
- O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.
- P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
- Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
- R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
- S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

- T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFRE 570.200 relating to Special Assessments.
- U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.
- V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.
- W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.
- X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.
- Y. All contracts shall include a “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions” as required by 29 CFR Part 98.

U.S. Department of Housing and Urban Development
COMMUNITY PLANNING AND DEVELOPMENT

Special Attention of:

All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice CPD- 00-10

Issued: December 26, 2000

Expires: December 26, 2001

Subject: Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

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Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. (24 CFR §8.3) For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

Non-housing Programs

New Construction -- Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

Alterations to facilities -- Part 8 requires to the maximum extent feasible, that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. (24 CFR §8.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. 24 CFR §8.21(c)(1) Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program. (24 CFR §8.21(c)(iii))

Historic Preservation - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property, However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement, however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

Employment

Section 504 also prohibits discrimination based upon disability in employment. See 24 CFR Part 8, Subpart B.

Section 504 Self Evaluations

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. However, self-evaluation continues to be an excellent management tool for ensuring that a recipient's current policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.
- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)
- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.
- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

Title I prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151(c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections . Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151(e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/taprog.htm, and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY))**. The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and “commercial” facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

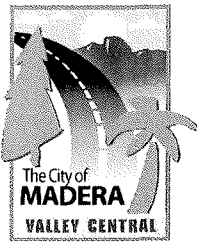
V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page (<http://www.hud.gov/fhe/504/sect504.html>). Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

	<u>CPD</u>	<u>FHEO</u>
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	860 240-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622-7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-3167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232-1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766-5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4391 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2107	612 370-3185

Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-3214 x8100	414 297-3214
Columbus, OH	614 469-5737 x8240	614 469-5737 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AK	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

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REPORT TO CITY COUNCIL

Approved by:

Department Director

City Administrator

Council Meeting of: December 21, 2016

Agenda Number: B-12

SUBJECT: CONSIDERATION OF A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH THE STATE BOARD OF EQUALIZATION FOR IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX

RECOMMENDATION: Staff requests that the Council approve a resolution authorizing the mayor to execute two agreements with the State Board of Equalization for implementation of the transactions and use tax which was approved at the November election.

BACKGROUND: At the November 2016 election, the voters approved a new one-half of one percent transactions and use tax to be used for police, fire and public facility maintenance. In order to implement the ordinance that was adopted upon the successful passage of the tax measure, the State Board of Equalization (“BOE”) requires certain documents to be executed and provided to them. Among these documents are two agreements with the BOE for administration of the City’s new tax. The BOE has model documents that it requires public entities to use, including the resolution and agreements that are currently before the Council for consideration.

FINANCIAL IMPACT: The potential revenue to the City from the approved tax measure is estimated to be around \$3.5 million annually.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN –

Strategy 111: Local Agencies share vision: Promote greater alignment of local government agencies under a shared community vision.

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

Strategy 421: First Response Emergency Services: Ensure the safety and protection of Madera and its community members through adequate first response to emergencies. Maintain sufficient resources to expand protection as the community grows.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MADERA
AUTHORIZING THE MAYOR TO EXECUTE
AGREEMENTS WITH THE STATE BOARD OF EQUALIZATION FOR
IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX.**

WHEREAS, on August 17, 2016, the City Council approved Ordinance No. 935 C.S. amending the City Municipal Code and providing for a local transactions and use tax; and

WHEREAS, the State Board of Equalization (Board) administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

WHEREAS, the Board will be responsible to administer and collect the transactions and use tax for the City; and

WHEREAS, the Board requires that the City enter into a "Preparatory Agreement" and an "Administration Agreement" prior to implementation of said taxes, and

WHEREAS, the Board requires that the City Council authorize the agreements;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Madera that the "Preparatory Agreement" attached as Exhibit A and the "Administrative Agreement" attached as Exhibit B are hereby approved and the Mayor is hereby authorized to execute each agreement.

EXHIBIT “A”

**AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE
CITY'S TRANSACTIONS AND USE TAX ORDINANCE**

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the CITY OF MADERA, hereinafter called *City*, and the STATE BOARD OF EQUALIZATION, hereinafter called *Board*, do agree as follows:

1. The Board agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.
2. City agrees to pay to the Board at the times and in the amounts hereinafter specified all of the Board's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Board's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Board's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.
3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Board. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.
4. Any dispute as to the amount of preparatory costs incurred by the Board shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.
5. Preparatory costs incurred by the Board shall be billed by the Board periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Board the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.
6. The amount to be paid by City for the Board's preparatory costs shall not exceed one hundred seventy-five thousand dollars (\$175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail.
Communications and notices to be sent to the Board shall be addressed to:

State Board of Equalization
P.O. Box 942879, MIC: 27
Sacramento, California 94279-0027

Attention: Administrator,
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

City of Madera, Attention Director of Finance
205 W. Fourth Street
Madera, CA 93637

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Board has received all payments due from City under the terms of this agreement.

CITY OF MADERA

STATE BOARD OF EQUALIZATION

By _____
Andrew J. Medellin,
Mayor

By _____
Administrator

Taxpayer I.D. Number

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

EXHIBIT “B”

AGREEMENT FOR STATE ADMINISTRATION OF CITY TRANSACTIONS AND USE TAXES

The City Council of the City of Madera has adopted, and the voters of the City of Madera (hereafter called "City") have approved by the required majority vote, the City of Madera Transactions and Use Tax Ordinance (hereafter called "Ordinance"), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the State Board of Equalization, (hereinafter called the "Board") and the City do agree as follows:

ARTICLE I DEFINITIONS

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation Code Sections 7261 et seq. , and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.
2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. 935 C.S., as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

ARTICLE II ADMINISTRATION AND COLLECTION OF CITY TAXES

A. Administration. The Board and City agree that the Board shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

B. Other Applicable Laws. City agrees that all provisions of law applicable to the administration and operation of the State Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Board pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

C. Transmittal of money.

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.
2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

D. Rules. The Board shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

E. Preference. Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Board shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

F. Security. The Board agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Board shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Board.

G. Records of the Board.

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Board agrees to permit authorized personnel of the City to examine the records of the Board, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Board's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Board pursuant to this Agreement.

H. Annexation. City agrees that the Board shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Board. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

ARTICLE III
ALLOCATION OF TAX

A. Allocation. In the administration of the Board's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion of the Board, to all districts with which the Board has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Board, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

B. Vehicles, Vessels, and Aircraft. For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Board in determining the place of use.

ARTICLE IV COMPENSATION

The City agrees to pay to the Board as the Board's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Board for the City.

ARTICLE V MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate. A notification is complete when deposited in the mail.

Communications and notices to be sent to the Board shall be addressed to:

State Board of Equalization
P.O. Box 942879, MIC: 27
Sacramento, California 94279-0027
Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to the City shall be addressed to:

City of Madera, Attention Director of Finance
205 W. Fourth Street
Madera, CA 93637

Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on April 1, 2017. This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Board completes all work necessary to the

administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

C. Notice of Repeal of Ordinance. City shall give the Board written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

ARTICLE VI

ADMINISTRATION OF TAXES IF THE ORDINANCE IS CHALLENGED AS BEING INVALID

A. Impoundment of funds.

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.
2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Board the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

B. Costs of administration. Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Board may retain all payments made by City to Board to prepare to administer the City Ordinance.
2. City will pay to Board and allow Board to retain Board's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.
3. City will pay to Board or to the State of California the amount of any taxes plus interest and penalties, if any, that Board or the State of California may be required to rebate or refund to taxpayers.
4. City will pay to Board its costs for rebating or refunding such taxes, interest, or penalties. Board's costs shall include its additional cost for developing procedures for processing the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Board's staff for use in making these rebates or refunds and any other costs incurred by Board which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Board's direct and indirect costs as specified by Section 11256 of the Government Code.
5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Board. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.
6. Any dispute as to the amount of costs incurred by Board in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.
7. Costs incurred by Board in connection with such refunds shall be billed by Board on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Board

shall bill City on or before the 25th of each month for all costs incurred by Board for the preceding calendar month. City shall pay to Board the amount of such costs on or before the last day of the succeeding month and shall pay to Board the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Board costs incurred in making those refunds.

CITY OF MADERA

STATE BOARD OF EQUALIZATION

By _____
Andrew J. Medellin,
Mayor

By _____
Administrator

Taxpayer I.D. Number

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

ORDINANCE NO. 935 C.S.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
MADERA, CALIFORNIA ENACTING A TRANSACTIONS AND USE TAX
TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION,
UPON ADOPTION BY THE VOTERS

The City Council of the City of Madera does hereby ordain as follows:

SECTION 1. Chapter 8 of Title VIII is hereby added to the Madera Municipal Code as follows:

§8-8.01 TITLE. This Ordinance shall be known as the City of Madera Transactions and Use Tax Ordinance. The City of Madera will hereinafter be called City. This Ordinance shall be applicable in the incorporated territory of the City.

§8-8.02 DEFINITIONS. The following words and phrases shall be defined as set forth herein, except that any term or phrase not defined in this shall have the same meaning as that term or phrase is defined in the California Revenue and Taxation Code, Division 2, Parts 1.6 and 1.7:

(A) "*City*" means the City of Madera.

(B) "*Operative Date*" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this chapter by vote of the electorate on November 8, 2016.

(C) "*State*" means the State of California.

§8-8.03 PURPOSE. This Ordinance is adopted to achieve the following, among other purposes, and it shall be interpreted liberally in order to accomplish all of its lawful purposes:

(A) To impose a retail transactions and use tax to be applied throughout the entire territory of the City to the fullest extent permitted by law and in accordance with the provisions of Part 1.6 (commencing with section 7251) of Division 2 of the Revenue and Taxation Code and section 7285.9 of Part 1.7 of Division 2, which authorizes the City to adopt this Ordinance if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

- (B) To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.
- (C) To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes.
- (D) To adopt a retail transactions and use tax chapter that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes and, at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this Ordinance.
- (E) To provide transactions and use tax revenue to the City to be used for general purposes.

§8-8.04 CONTRACT WITH THE STATE. Prior to the Operative Date, the City shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this chapter; provided, that if the City shall not have contracted with the State Board of Equalization prior to the Operative Date, it shall nevertheless so contract and in such a case the Operative Date shall be the first day of the first calendar quarter following the execution of such a contract.

§8-8.05 TRANSACTIONS TAX RATE. For the privilege of selling tangible personal property at retail, a general transactions tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of 0.5% of the gross receipts of any retailer from the sale of all tangible personal property sold at retail within the territory of the City on and after the Operative Date of this Ordinance.

§8-8.06 PLACE OF SALE. For the purposes of this Ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the State sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

§8-8.07 USE TAX RATE. An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the Operative Date of this chapter for storage, use or other consumption in the territory of the City at the rate of 0.5% of the sales price of the property. The sales price shall include delivery charges when such charges are subject to State sales or use tax regardless of the place to which delivery is made.

§8-8.08 ADOPTION OF PROVISIONS OF STATE LAW. Except as otherwise provided in this Ordinance, and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted, incorporated, and made a part of this chapter as though fully set forth herein.

§8-8.09 LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE TAXES. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

(A) Wherever the State is named or referred to as the taxing agency, the name of the City shall be substituted. However, this substitution shall not be made when:

- (1) The word "State" is used as a part of the title of the State Controller, State Treasurer, Victim Compensation and Government Claims Board, State Board of Equalization, State Treasury, or the Constitution of the State of California;
- (2) The result of the substitution would require action to be taken by or against the City or any agency, officer, or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this Ordinance.
- (3) In those sections, including, but not necessarily limited to, sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:
 - (a) Provide an exemption from the tax in this chapter with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from the tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code; or
 - (b) Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the State under the same provision of that code.

(c) In sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

(B) The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in section 6203 and in the definition of that phrase in section 6203.

§8-8.10 PERMIT NOT REQUIRED. If a seller's permit has been issued to a retailer under section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this chapter.

§8-8.11 EXEMPTIONS AND EXCLUSIONS.

(A) There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

(B) There are exempted from the computation of the amount of transactions tax the gross receipts from:

(1) Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government;

(2) Sales of property to be used outside the City, which is shipped to a point outside the City pursuant to the contract of sale by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

(a) With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

- (b) With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.
 - (3) The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the Operative Date of this chapter.
 - (4) A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the Operative Date of this chapter.
 - (5) For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
- (C) There are exempted from the use tax imposed by this Ordinance, the storage, use or other consumption in this City of tangible personal property:
- (1) The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance;
 - (2) Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California;
 - (3) If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the Operative Date of this chapter;
 - (4) If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the Operative Date of this chapter.

- (5) For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
- (6) Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.
- (7) "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.
- (D) Any person subject to use tax under this Ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for, a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to such person of the property the storage, use or other consumption of which is subject to the use tax.

§8-8.12 **AMENDMENTS.** All amendments subsequent to the Effective Date of this chapter to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become adopted and part of this chapter; provided, however, that no such amendment shall operate so as to affect the rate of tax imposed by this chapter. The City Council or the City's voters may amend this chapter to comply with applicable law or as may be otherwise necessary to further the chapter's stated purposes. However, as required by Article XIII C of the California Constitution, no amendment to this chapter may increase the rates of the taxes authorized by this chapter unless such amendment is submitted to and approved by the voters.

§8-8.13 PROHIBITION ON ENJOINING COLLECTION. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this chapter, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected under this chapter.

SECTION 2. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the chapter or the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 3. Effective Date.

This Ordinance relates to the levying and collecting of City transactions and use taxes and shall take effect immediately. However, no tax imposed by this chapter shall be effective unless that tax has been approved by the voters of the City as required by section 2(b) of Article XIII C of the California Constitution and applicable law.


SECTION 4. Precedence Over Other Provisions in the Municipal Code.

Any provision of the Madera Municipal Code or appendices thereto inconsistent with the provisions of this chapter, to the extent of such inconsistency and no further, is hereby repealed or modified to the extent necessary to effect the provisions of this chapter.

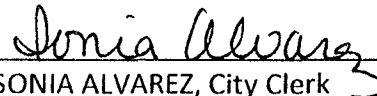
The foregoing Ordinance No. 935 C.S. was introduced and given its first reading at a regular meeting of the City Council of the City of Madera held on the 3rd day of August, 2016 and adopted after a second reading at a regular meeting of the City Council held on the 17th day of August, 2016 by the following vote:

AYES: Mayor Poythress, Council Members Rigby, Medellin, Holley, Robinson, Oliver, Foley Gallegos.
NOES: None.
ABSTENTIONS: None.
ABSENT: None.

APPROVED:


ROBERT L. POYTHRESS, Mayor

ATTEST:

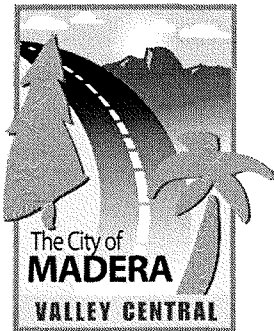

SONIA ALVAREZ, City Clerk



APPROVED AS TO LEGAL FORM:


BRENT RICHARDSON, City Attorney

REPORT TO CITY COUNCIL



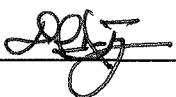
Council Meeting of December 21, 2016

Agenda Item Number B-13

Approved by:



Department Director



City Administrator

Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Mid-Management Employee Group Related to Requirements for Waiver of Participation in Health Benefits and Authorizing the City Administrator to Execute the Agreement

RECOMMENDATION

It is recommended Council approve the resolution authorizing a side letter agreement between the City of Madera (City) and the Mid-Management Employee Group (MM) and authorizing the City Administrator to execute the agreement.

HISTORY

The City and MM entered into a Memorandum of Understanding (MOU) effective July 1, 2015 through June 30, 2018. The MOU includes an option for employees to waive participation in the City's health benefits plan with proof of other coverage. Employees who waive participation receive a benefit of \$300 per month.

SITUATION

Since implementation of the requirements of the Affordable Care Act, employers have been anticipating clarification and direction on calculating the affordability requirements for plans with an incentivized waiver (which the City's plan has). The Internal Revenue Service (IRS) has finally released regulations regarding how incentivized waivers should be treated. Specifically, unless the City were to comply with requirements to make the incentivized waiver part of an Eligible Opt Out Arrangement, the amount an employee receives for waiving would be counted against the affordability of the City's plan as what could be described as an opportunity cost. To make the City's waiver part of an Eligible Opt Out Arrangement under the IRS regulations, the City must require employees to not only provide proof of other coverage, but also have them attest that the other plan they participate in meets Minimum Essential Coverage (MEC) requirements

of the Affordable Care Act and that all members of their tax family have coverage that meets MEC requirements. The proposed side letter amends the waiver requirements for represented employees to comply with these requirements.

FISCAL IMPACT

There is no anticipated fiscal impact.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Labor relations are not specifically addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND
THE MID-MANAGEMENT EMPLOYEE GROUP RELATED TO REQUIREMENTS FOR
WAIVER OF PARTICIPATION IN HEALTH BENEFITS
AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

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

WHEREAS, City staff and the Mid-Management Employee Group (MM) representatives entered into a Memorandum of Understanding (MOU) effective July 1, 2015 through June 30, 2018 relative to wages, hours, and terms and conditions of employment; and

WHEREAS, the Internal Revenue Service (IRS) has released new Regulations relating to how health benefit waiver benefits are treated under the Affordable Care Act; and

WHEREAS, in accordance with the Meyers Miliias Brown Act, the City of Madera has met and conferred in good faith with the bargaining unit and reached agreement on a side letter agreement that addresses these new IRS regulations; and

WHEREAS, a side letter agreement has been prepared that modifies the appropriate article of the MOU and such side letter agreement is acceptable to all parties.

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

1. The Side Letter Agreement between the City and the Mid-Management Employee Group is approved, a copy of which is on file with the Office of the City Clerk and referred to for more particulars.
2. The City Administrator is authorized to execute the Agreement on behalf of the City.
3. This resolution is effective immediately upon adoption.

* * * * *

**SIDE LETTER AGREEMENT
BETWEEN THE CITY OF MADERA
AND THE
MID-MANAGEMENT EMPLOYEE GROUP**

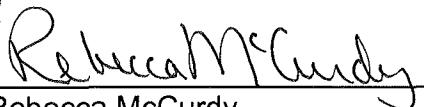
The parties have conferred, and do hereby agree that Article 18 – Insurance Benefits as set forth in the Memorandum of Understanding between the City of Madera and the Mid-Management Employee Group is amended to include:

To comply with Internal Revenue Service (IRS) Regulations for “Eligible Opt Out Arrangements” under the Section 125 plan, effective January 1, 2017, Employees who seek to waive health benefits coverage must provide a copy of their insurance card demonstrating other coverage or provide sufficient plan information as determined by the City’s Human Resources Department such as the carrier and group number of the plan. Additionally, to meet IRS requirements, employees must attest to the fact that the plan they have that allows them to waive participation in the City’s plan meets Minimum Essential Coverage (MEC) requirements of the Affordable Care Act and that all members of their tax family have coverage that meets MEC requirements. Such waiver and attestation shall be captured on forms provided by the Human Resources Department.

No portion of this Side Letter is meant to convey requirements more stringent than those required by the Affordable Care Act and/or IRS Regulations.

The parties agree to meet and confer regarding these requirements as outlined above should the IRS change or modify its Regulations or should the Affordable Care Act requirements be modified by the United States Government.

This Side Letter Agreement is effective January 1, 2017 and shall remain in full force and effect unless superseded by a new or amended agreement between the parties hereto.



Rebecca McCurdy
Mid Management Representative

David R. Tooley,
City Administrator

12-7-16

Date

Date

**SIDE LETTER AGREEMENT
BETWEEN THE CITY OF MADERA
AND THE
MID-MANAGEMENT EMPLOYEE GROUP**

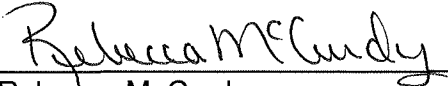
The parties have conferred, and do hereby agree that Article 18 – Insurance Benefits as set forth in the Memorandum of Understanding between the City of Madera and the Mid-Management Employee Group is amended to include:

To comply with Internal Revenue Service (IRS) Regulations for “Eligible Opt Out Arrangements” under the Section 125 plan, effective January 1, 2017, Employees who seek to waive health benefits coverage must provide a copy of their insurance card demonstrating other coverage or provide sufficient plan information as determined by the City’s Human Resources Department such as the carrier and group number of the plan. Additionally, to meet IRS requirements, employees must attest to the fact that the plan they have that allows them to waive participation in the City’s plan meets Minimum Essential Coverage (MEC) requirements of the Affordable Care Act and that all members of their tax family have coverage that meets MEC requirements. Such waiver and attestation shall be captured on forms provided by the Human Resources Department.

No portion of this Side Letter is meant to convey requirements more stringent than those required by the Affordable Care Act and/or IRS Regulations.

The parties agree to meet and confer regarding these requirements as outlined above should the IRS change or modify its Regulations or should the Affordable Care Act requirements be modified by the United States Government.

This Side Letter Agreement is effective January 1, 2017 and shall remain in full force and effect unless superseded by a new or amended agreement between the parties hereto.



Rebecca McCurdy
Mid Management Representative

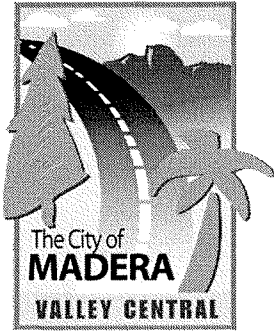
David R. Tooley,
City Administrator

12-2-16

Date

Date

REPORT TO CITY COUNCIL




Council Meeting of December 21, 2016

Agenda Item Number B-14

Approved by:



Department Director



City Administrator

Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Law Enforcement Mid-Management Employee Group Related to Requirements for Waiver of Participation in Health Benefits and Authorizing the City Administrator to Execute the Agreement

RECOMMENDATION

It is recommended Council approve the resolution authorizing a side letter agreement between the City of Madera (City) and the Law Enforcement Mid-Management Employee Group (LEMM) and authorizing the City Administrator to execute the agreement.

HISTORY

The City and LEMM entered into a Memorandum of Understanding (MOU) effective July 1, 2015 through June 30, 2018. The MOU includes an option for employees to waive participation in the City's health benefits plan with proof of other coverage. Employees who waive participation receive a benefit of \$300 per month.

SITUATION

Since implementation of the requirements of the Affordable Care Act, employers have been anticipating clarification and direction on calculating the affordability requirements for plans with an incentivized waiver (which the City's plan has). The Internal Revenue Service (IRS) has finally released regulations regarding how incentivized waivers should be treated. Specifically, unless the City were to comply with requirements to make the incentivized waiver part of an Eligible Opt Out Arrangement, the amount an employee receives for waiving would be counted against the affordability of the City's plan as what could be described as an opportunity cost. To make the City's waiver part of an Eligible Opt Out Arrangement under the IRS regulations, the City must require employees to not only provide proof of other coverage, but also have them attest that the other plan they participate in meets Minimum Essential Coverage (MEC) requirements

of the Affordable Care Act and that all members of their tax family have coverage that meets MEC requirements. The proposed side letter amends the waiver requirements for represented employees to comply with these requirements.

FISCAL IMPACT

There is no anticipated fiscal impact.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Labor relations are not specifically addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND
THE LAW ENFORCEMENT MID-MANAGEMENT EMPLOYEE GROUP
RELATED TO REQUIREMENTS FOR WAIVER OF PARTICIPATION IN HEALTH BENEFITS
AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

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

WHEREAS, City staff and the Law Enforcement Mid-Management Employee Group (LEMM) representatives entered into a Memorandum of Understanding (MOU) effective July 1, 2015 through June 30, 2018 relative to wages, hours, and terms and conditions of employment; and

WHEREAS, the Internal Revenue Service (IRS) has released new Regulations relating to how health benefit waiver benefits are treated under the Affordable Care Act; and

WHEREAS, in accordance with the Meyers Miliias Brown Act, the City of Madera has met and conferred in good faith with the bargaining unit and reached agreement on a side letter agreement that addresses these new IRS regulations; and

WHEREAS, a side letter agreement has been prepared that modifies the appropriate article of the MOU and such side letter agreement is acceptable to all parties.

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

1. The Side Letter Agreement between the City and the Law Enforcement Mid-Management Employee Group is approved, a copy of which is on file with the Office of the City Clerk and referred to for more particulars.
2. The City Administrator is authorized to execute the Agreement on behalf of the City.
3. This resolution is effective immediately upon adoption.

* * * * *

**SIDE LETTER AGREEMENT
BETWEEN THE CITY OF MADERA
AND THE
LAW ENFORCEMENT MID-MANAGEMENT GROUP**

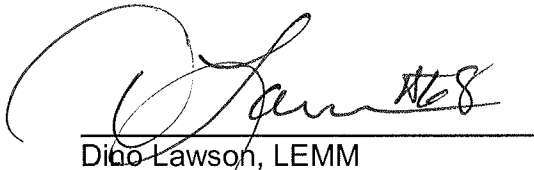
The parties have conferred, and do hereby agree that Article 17 – Insurance Benefits as set forth in the Memorandum of Understanding between the City of Madera and the Law Enforcement Mid-Management Group is amended to include:

To comply with Internal Revenue Service (IRS) Regulations for “Eligible Opt Out Arrangements” under the Section 125 plan, effective January 1, 2017, Employees who seek to waive health benefits coverage must provide a copy of their insurance card demonstrating other coverage or provide sufficient plan information as determined by the City’s Human Resources Department such as the carrier and group number of the plan. Additionally, to meet IRS requirements, employees must attest to the fact that the plan they have that allows them to waive participation in the City’s plan meets Minimum Essential Coverage (MEC) requirements of the Affordable Care Act and that all members of their tax family have coverage that meets MEC requirements. Such waiver and attestation shall be captured on forms provided by the Human Resources Department.

No portion of this Side Letter is meant to convey requirements more stringent than those required by the Affordable Care Act and/or IRS Regulations.

The parties agree to meet and confer regarding these requirements as outlined above should the IRS change or modify its Regulations or should the Affordable Care Act requirements be modified by the United States Government.

This Side Letter Agreement is effective January 1, 2017 and shall remain in full force and effect unless superseded by a new or amended agreement between the parties hereto.



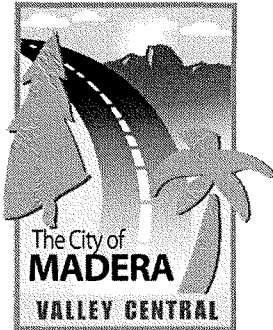
Dino Lawson, LEMM

12-6-16
Date

David R. Tooley, City Administrator

Date

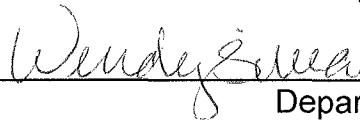
REPORT TO CITY COUNCIL




Council Meeting of December 21, 2016

Agenda Item Number B-15

Approved by:



Department Director



City Administrator

Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and Operating Engineers Local Union No. 3 Related to Requirements for Waiver of Participation in Health Benefits and Authorizing the City Administrator to Execute the Agreement

RECOMMENDATION

It is recommended Council approve the resolution authorizing a side letter agreement between the City of Madera (City) and Operating Engineers Local Union No. 3 (OE3) and authorizing the City Administrator to execute the agreement.

HISTORY

The City and OE3 entered into a Memorandum of Understanding (MOU) effective January 6, 2016 through June 30, 2018. The MOU includes an option for employees to waive participation in the City's health benefits plan with proof of other coverage. Employees who waive participation receive a benefit of \$300 per month.

SITUATION

Since implementation of the requirements of the Affordable Care Act, employers have been anticipating clarification and direction on calculating the affordability requirements for plans with an incentivized waiver (which the City's plan has). The Internal Revenue Service (IRS) has finally released regulations regarding how incentivized waivers should be treated. Specifically, unless the City were to comply with requirements to make the incentivized waiver part of an Eligible Opt Out Arrangement, the amount an employee receives for waiving would be counted against the affordability of the City's plan as what could be described as an opportunity cost. To make the City's waiver part of an Eligible Opt Out Arrangement under the IRS regulations, the City must require employees to not only provide proof of other coverage, but also have them attest that the other plan they participate in meets Minimum Essential Coverage (MEC) requirements

of the Affordable Care Act and that all members of their tax family have coverage that meets MEC requirements. The proposed side letter amends the waiver requirements for represented employees to comply with these requirements.

FISCAL IMPACT

There is no anticipated fiscal impact.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Labor relations are not specifically addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND
OPERATING ENGINEERS LOCAL UNION NO. 3 RELATED TO REQUIREMENTS FOR WAIVER
OF PARTICIPATION IN HEALTH BENEFITS
AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

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

WHEREAS, City staff and Operating Engineers Local Union No. 3 (OE3) representatives entered into a Memorandum of Understanding (MOU) effective January 6, 2016 through June 30, 2018 relative to wages, hours, and terms and conditions of employment; and

WHEREAS, the Internal Revenue Service (IRS) has released new Regulations relating to how health benefit waiver benefits are treated under the Affordable Care Act; and

WHEREAS, in accordance with the Meyers Miliias Brown Act, the City of Madera has met and conferred in good faith with the bargaining unit and reached agreement on a side letter agreement that addresses these new IRS regulations; and

WHEREAS, a side letter agreement has been prepared that modifies the appropriate article of the MOU and such side letter agreement is acceptable to all parties.

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

1. The Side Letter Agreement between the City and Operating Engineers Local Union No. 3 is approved, a copy of which is on file with the Office of the City Clerk and referred to for more particulars.
2. The City Administrator is authorized to execute the Agreement on behalf of the City.
3. This resolution is effective immediately upon adoption.

* * * * *

**SIDE LETTER AGREEMENT
BETWEEN THE CITY OF MADERA
AND
OPERATING ENGINEERS LOCAL UNION NO. 3**

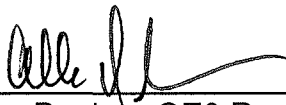
The parties have conferred, and do hereby agree that Article 26 – Health and Welfare as set forth in the Memorandum of Understanding between the City of Madera and Operating Engineers Local Union No. 3 is amended to include:

To comply with Internal Revenue Service (IRS) Regulations for “Eligible Opt Out Arrangements” under the Section 125 plan, effective January 1, 2017, Employees who seek to waive health benefits coverage must provide a copy of their insurance card demonstrating other coverage or provide sufficient plan information as determined by the City’s Human Resources Department such as the carrier and group number of the plan. Additionally, to meet IRS requirements, employees must attest to the fact that the plan they have that allows them to waive participation in the City’s plan meets Minimum Essential Coverage (MEC) requirements of the Affordable Care Act and that all members of their tax family have coverage that meets MEC requirements. Such waiver and attestation shall be captured on forms provided by the Human Resources Department.

No portion of this Side Letter is meant to convey requirements more stringent than those required by the Affordable Care Act and/or IRS Regulations.

The parties agree to meet and confer regarding these requirements as outlined above should the IRS change or modify its Regulations or should the Affordable Care Act requirements be modified by the United States Government.

This Side Letter Agreement is effective January 1, 2017 and shall remain in full force and effect unless superseded by a new or amended agreement between the parties hereto.

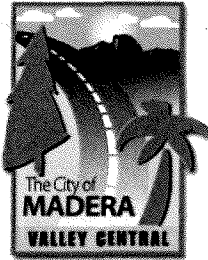


Allen Dunbar, OE3 Representative

12-7-16
Date

David R. Tooley, City Administrator

Date



REPORT TO CITY COUNCIL

Approved By:


Department Director

Council Meeting of December 21, 2016
Agenda Item Number B-16


City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING THE AWARD OF CONTRACT FOR PINE STREET-PECAN AVENUE MEDIAN LANDSCAPE & IRRIGATION IMPROVEMENTS CITY OF MADERA PROJECT NO. ST 16-04, IN THE AMOUNT OF \$299,776.90 TO STOCKBRIDGE GENERAL CONTRACTING INC., AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10% AND CONSTRUCTION INSPECTION AND MANAGEMENT OF UP TO 15%, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

CONSIDERATION OF A RESOLUTION APPROVING FUNDING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2016/17 CAPITAL FUND BUDGET FOR PINE STREET-PECAN AVENUE MEDIAN LANDSCAPE & IRRIGATION IMPROVEMENTS CITY OF MADERA PROJECT NO. ST 16-04, APPROPRIATING RSTP FEDERAL EXCHANGE FUNDS FOR THE CONSTRUCTION CONTRACT, CONTINGENCIES AND CONSTRUCTION INSPECTION/MANAGEMENT

RECOMMENDATION:

1. That the City Council approves Resolutions
 - a. Approving the award of the contract for the Pine Street-Pecan Avenue Median Landscape and Irrigation Improvements City Project No. ST 16-04 in the amount of \$299,776.90 to Stockbridge General Contracting Inc.
 - b. Authorizing Construction Contingencies of up to 10% of the contract amount as approved by the City Engineer.
 - c. Authorizing Funding of up to 15% of the construction amount for Construction Inspection and Management as approved by the City Engineer.
 - d. Authorizing the Mayor to execute the contract on behalf of the City.
 - e. Approving funding amendments to the City of Madera Fiscal Year 2016/17 Capital Fund Budget for the Pine Street-Pecan Avenue Median Landscape and Irrigation Improvements City Project No. ST 16-04

Engineering

SUMMARY:

The low bid of \$299,776.90 is under the Engineer's Cost Estimate of \$313,000. The low bidder meets all the requirements necessary to be awarded the construction contract. With approval of the proposed budget amendment, there will be available funding for awarding the construction contract, contingencies and construction management/inspection for the project

DISCUSSION:

The project consists of landscaping the newly constructed median islands with drought tolerant landscape (xeriscape) and improved irrigation technologies. The islands are located on Pine Street and Pecan Avenue adjacent to the Freedom Industrial Park subdivision and Madera South High School.

At the December 16, 2015 Council Meeting, Council awarded one of the two pilot projects to implement the xeriscape landscaping. This project was the Fourth Street Median Island Landscape project. This project was a successful project that resulted in aesthetically pleasing drought tolerant landscape. The Fourth Street Median Island Landscaping project has been completed and will be scheduled for acceptance next month. Therefore, staff proceeded with the advertisement and construction of the second pilot project for median landscaping on Pine Street and Pecan Avenue. The proposal of xeriscape landscaping is part of a wider cultural shift which includes design and planning of landscaped areas that reduces the need for water.

The island improvements will include connecting to the existing water main system, installation of water meters with back flow preventers, installation of irrigation system, irrigation controllers, electrical system and equipment, planting of assorted shrubs and trees, installation of median island gravel, cobble and boulders and a 90 (ninety day) landscaping establishment time period.

Funding for this project comes from Median Island Development Impact Fee Funds and Water Utility Funds and Regional Surface Transportation Program (RSTP) Funds specified in the funding amendment resolution included herein. Because this project does represent a Xeriscape project that will save water, Water Conservation Program funds from the Water Enterprise Fund are included on this project. This type of project represents an ideal example of the use of such funds.

The total funding estimate for the project in May 2016 of \$370,000 was included in the FY 2016/17 budget with a projected amount of \$200,000 of Median Island Development Impact Funds and \$170,000 of Water Utility Funds. At this time, there is \$163,000 available in the Median Island DIF. RSTP funds are available to fully fund the construction of the project.

The cost estimate prepared by the Landscape Architect and City staff was \$313,000. With the current bidding climate, staff expected to receive very competitive bids.

Since the low bid is much lower than the estimate, it is staff's recommendation that the project be awarded to Stockbridge General Contracting Inc., the lowest responsive bidder.

SITUATION:

The "Notice Inviting Bids" was duly advertised. Plans and specifications were distributed to various building exchanges and made available to contractors and sub-contractors. The plans and specifications were also posted on EBidBoard.com, which is a project listing service for contractors.

On October 18, 2016, the City received the three bids listed below:

BIDDER'S NAME

BID SCHEDULE

1. Stockbridge General Contracting, Inc.	\$299,776.90
2. Clean Cut Landscape, Inc.	\$305,750.00
3. Truxell & Valentino Landscape Design, Inc.	\$387,007.30

All bids were checked for accuracy of the bid extensions, and required bid documents were checked for compliance with requirements of the specifications. The validity of contracting licenses and bid security was also checked. It has been determined that Stockbridge General Contracting Inc. has submitted the lowest responsive and responsible bid that meets all the contract requirements.

FINANCIAL IMPACT:

Funding for project construction was programmed in the City's FY 2016/17 Budget with Median Island Development Impact Funds: 45262, Account No. 0656-5123, \$163,000 and the Water Utility Fund: Fund 20300, Water Conservation Program, Account No. 2905-5123 in an amount of \$170,000 and with the additional funding from the RSTP Federal Exchange Fund Account No. 5248-9810 Fund 33200 in the amount of \$45,000. The budget adjustments are described in Exhibit AA attached to the resolution for the Appropriations Adjustments to the City of Madera Fiscal Year 2016/17 Budget.

Construction of the project will not have a financial impact on the City's General Fund. The ongoing maintenance of the newly constructed median islands is projected to represent savings to the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 126.0 – This project supports the strategy to create clean and attractive streets that are safe and aesthetically pleasing.

Strategy 434.2 – Encourage water conservation that develops and utilizes landscape and irrigation standards such as xeriscape.

RESOLUTION NO. 16-__

A RESOLUTION APPROVING THE AWARD OF CONTRACT FOR PINE STREET-PECAN AVENUE MEDIAN LANDSCAPE & IRRIGATION IMPROVEMENTS CITY OF MADERA PROJECT NO. ST 16-04, IN THE AMOUNT OF \$299,776.90 TO STOCKBRIDGE GENERAL CONTRACTING INC., AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10% AND CONSTRUCTION INSPECTION AND MANAGEMENT OF UP TO 15%, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

WHEREAS, The City of Madera Engineering Division advertised a solicitation for bids for the Pine Street-Pecan Avenue Median Landscape and Irrigation Improvements City Project No. ST 16-04, and

WHEREAS, Sealed bids were received and opened by the City Engineer; and

WHEREAS, Funding for project construction is programmed in the City's FY 2016/17 Budget, and

WHEREAS, On March 11, 2014, a Negative Declaration pursuant to provisions of California Environmental Quality Act (CEQA) was approved for the Pine Street/Pecan Avenue Improvement Project. The project will not have a significant effect on the environment.

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

1. The above recitals are true and correct.
2. The City Council has reviewed and considered all of the information presented including the report to the City Council from the Engineering Division.
3. The City finds that Stockbridge General Contracting Inc. is the lowest responsible and responsive bidder.
4. The contract for the Pine Street-Pecan Avenue Median Landscape and Irrigation Improvements City Project No. ST 16-04, a copy of which is on file in the office of the City Clerk and which is referred to for more particulars, is hereby approved.
5. Construction contingencies of up to 10% of the contract amount are hereby authorized.
6. Construction Inspection and Management of up to 15% of the contract amount as approved by the City Engineer are hereby authorized.
7. The Mayor is authorized to execute the contract on behalf of the City.
8. This Resolution is effective immediately upon adoption.

* * * * *

RESOLUTION NO. 16-__

A RESOLUTION APPROVING FUNDING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2016/17 CAPITAL FUND BUDGET FOR PINE STREET-PECAN AVENUE MEDIAN LANDSCAPE & IRRIGATION IMPROVEMENTS CITY OF MADERA PROJECT NO. ST 16-04, APPROPRIATING RSTP FEDERAL EXCHANGE FUNDS FOR THE CONSTRUCTION CONTRACT, CONTINGENCIES AND CONSTRUCTION INSPECTION/MANAGEMENT

WHEREAS, the Pine Street-Pecan Avenue Median Landscape and Irrigation Improvements City Project No. ST 16-04; and is included in the FY 2016/17 Budget for Capital Projects; and

WHEREAS, the City of Madera has authorized the bidding of the Pine Street-Pecan Avenue Median Landscape and Irrigation Improvements City Project No. ST 16-04; and

WHEREAS, the FY 2016/17 Budget Capital Project funding appropriation shall be adjusted according to the attached Exhibit AA; and

WHEREAS, amendments to the Capital Fund Budget Fund in addition to that already available are necessary for the construction of improvements included in the Pine Street-Pecan Avenue Median Landscape and Irrigation Improvements City Project No. ST 16-04.

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 budget of the Capital Fund Budget Appropriating Regional Surface Transportation Program Funds is hereby amended in accordance with Exhibit AA, which is incorporated by reference herein.
3. The City Clerk is authorized and directed to forward a certified copy of the resolution to the Director of Finance who is authorized to take such action as necessary to implement the terms of this resolution.
4. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT AA

CITY OF MADERA

Budget Appropriation : Res.#16-xx;12/21/16

Appropriation Adjustment Fiscal Year 2016/17

Pine Street and Pecan Avenue. Medians, R-0000069

FUND	ORG	OBJECT	PROJECT	DESCRIPTION	(+)	(-)
	CODE	CODE	CODE Expense String			
RSTP Federal Exchange (41300)						
	41315320	7050	R-000069 R-000069-CNST- CONTR	Pine Street-Pecan Avenue Medians	45,000.00	
RSTP Federal Exchange (41300)						
	41315320	7050	3210	Pine Street-Pecan Avenue Medians		45,000.00
					45,000.00	45,000.00

AGREEMENT

THIS AGREEMENT, made this 21st day of December, 2016, between the City of Madera, hereinafter called "**OWNER**", and Stockbridge General Contracting, Inc., doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "**CONTRACTOR**".

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

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the "**PINE STREET-PECAN AVENUE MEDIAN LANDSCAPE AND IRRIGATION IMPROVEMENTSCITY PROJECT NO. ST 16-04**"
2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.
3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of \$299,766.90, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any **WORK**.
4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.
5. The term "**CONTRACT DOCUMENTS**" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) Bid Proposal
 - (D) Bid Bond
 - (E) Agreement
 - (F) Payment Bond
 - (G) Performance Bond
 - (H) Insurance Requirements for Contractors
 - (I) General Conditions
 - (J) Special Conditions
 - (K) State Standard Plans and Specifications ISSUE 2015
 - (L) PLANS and SPECIFICATIONS prepared or issued by CITY OF MADERA, entitled "**PINE STREET-PECAN AVENUE MEDIAN LANDSCAPE AND IRRIGATION IMPROVEMENTS CITY PROJECT NO. PK 16-04**" DATED SEPTEMBER 2016. Project Plans prepared or issued by the City of Madera Engineering Department, Explanation of Bid Items, Technical Specifications, City of Madera Standard Specifications and Drawings
Addenda Nos. 1 , dated 10/12/16
Addenda Nos. , dated
Addenda Nos. , dated
6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount of **Four Hundred Dollars (\$400.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

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

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

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

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

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

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

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

12. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the

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

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

Section 1777.5 provides, in part, as follows:

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

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

- (a) In the event unemployment for the previous three month period in such area exceeds an average of 15 percent, or
- (b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
- (c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or
- (d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to

be assigned is of a nature that training cannot be provided by a journeyman.

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

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

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

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

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

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

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

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

17. **CONTRACTOR** will indemnify and defend the **OWNER** against and hold it harmless from all and any liability for damages on account of injury to persons or damages to property resulting from or arising out of or in any way connected with the performance by **CONTRACTOR** of the Agreement and reimburse the **OWNER** for all costs, expenses and loss incurred by it in consequence of any claims, demands, and causes of action which may be brought against it arising out of the performance by **CONTRACTOR** of this Agreement. **CONTRACTOR** shall furnish the **OWNER** with a certificate of an insurance carrier of adequate insurance coverage on this undertaking with limits of at least:

\$1,000,000 for bodily injury to each person,
\$1,000,000 for bodily injuries on each occurrence, and
\$1,000,000 for property damage on each occurrence.

The Certificate of Insurance will state the contractual liability assumed under this paragraph is covered and shall provide that thirty (30) days notice of cancellation or reduction in coverage shall be given the **OWNER**.

The Certificate of Insurance shall be issued in triplicate to the City of Madera and all officers and employees of said agency while acting within the course and scope of their duties and responsibilities.

Insurance policies shall name the City of Madera as additional insured. The insurance provider shall furnish Owner with general liability coverage provided in the form of an endorsement to the Contractor's insurance as least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 (if a later edition is used).

See Section "INSURANCE REQUIREMENTS FOR CONTRACTOR", pages 37- 47 of the Contract Documents, for additional details as they pertain to the provision of insurance.

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

19. Termination.

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

B. City may immediately suspend or terminate this Agreement in whole or in part by written

notice where, if in the determination of City, there is:

1. An illegal use of funds by **Stockbridge General Contracting, Inc.**;
2. A failure by **Stockbridge General Contracting, Inc.** to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **Stockbridge General Contracting, Inc.** to City.

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

Notice of termination shall be mailed to the City:
City of Madera
Engineering Department
205 W. 4th Street
Madera, Ca 93637

To the Contractor **Stockbridge General Contracting, Inc.**
2972 Larkin Ave.
Clovis, Ca. 93612

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

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

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

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

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

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

24. Contractor's Legal Authority - Each individual executing or attesting this Agreement on behalf of **Stockbridge General Contracting, Inc.** hereby covenants and represents: (i) that he or

she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **Stockbridge General Contracting, Inc.** is a duly organized and legally existing corporation in good standing in the State of California.

25. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

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

27. Assignment. Neither the **Stockbridge General Contracting, Inc.** nor City will assign its interest in this Agreement without the written consent of the other.

28. During the performance of this Agreement, the Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

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

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

City of Madera
Herein Called OWNER

By: _____
Andrew J. Medellin, Mayor

APPROVE AS TO FORM:

Brent Richardson, City Attorney

ATTEST:

Sonia Alvarez, City Clerk

BY: _____
Herein Called CONTRACTOR

BY: _____

Federal Tax I.D. No.

Contractor License Number

DIR Registration Number

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

Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

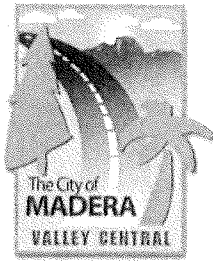
On _____, 2016 _____ before me, _____
(insert name and title of officer)

personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



[Return to Agenda](#)

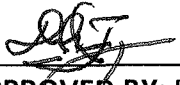
REPORT TO COUNCIL

COUNCIL MEETING OF: December 21, 2016

AGENDA ITEM NUMBER: B-17



REPORT BY: Mary Anne Seay,
Parks & Community Services Director



APPROVED BY: David Tooley,
City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE CATHOLIC CHARITIES DIOCESE OF FRESNO (CCDOF) FOR THE CITY TO ADMINISTER A SENIOR COMPANION PROGRAM (SCP) UTILIZING SENIOR VOLUNTEERS AND AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY

RECOMMENDATION:

Staff recommends Council approve a Memorandum of Understanding (MOU) with the Catholic Charities Diocese of Fresno (CCDOF) for the City to administer a Senior Companion Program. Staff further recommends Council authorize the Mayor to execute the MOU on behalf of the City.

SUMMARY:

The CCDOF administers a volunteer program (Senior Companion Program) that provides eligible seniors a companion for help with light meal preparation, shopping, light household tasks, respite care and social interaction. The services are without charge to the recipient. The City has historically partnered with the CCDOF by managing the volunteers and by using the City's senior centers and programs as resources for enrolling potential program clients. The partnership is defined within the boundaries of a Memorandum of Understanding executed every three years between the CCDOF and the City.

DISCUSSION:

The Corporation for National & Community Service (CNCS) is a Federal Government agency that funds a variety of programs designed to aid the nation's senior population. The Senior Companion Program is a service offered by CNCS since 1974 that utilizes volunteers to help thousands of elderly citizens that need assistance to remain independent within their homes. The Catholic Charities Diocese of Fresno is the local administrator for the SCP program, and is requesting the City enter into a MOU in order to maintain its status as an SCP Volunteer Station within the Madera city limits.

The City and CCDOF have a history of cooperation in serving mutual constituencies and the City has sponsored SCP volunteers in the past. Some of the City seniors who receive home delivered meals through the City's Senior Nutrition Services, or participate in programming and social activities at Pan-Am or Bergon Senior Centers, can also be beneficiaries of SCP services. The Senior Companion Program specifically employs volunteers 55 years or older to assist clients with daily living tasks such as grocery shopping, laundry and housekeeping; and assistance with transportation to doctor's visits. The SCP volunteers also provide friendship and companionship, alert family members and doctors to potential problems and provide respite to family caregivers.

Under the terms of the proposed MOU, Catholic Charities will provide the following:

- Project Director as liaison to City staff and as program manager and fiscal agent.
- Recruitment, selection and enrollment of volunteers.
- Training, orientation, physicals and background checks for volunteers.
- Accident and Liability Insurance acceptable to the City and with the City named as co-insured (CCDOF has been provided City insurance requirements).
- Orientation and training to Volunteer Station (City).

The MOU details the following primary responsibilities for the City as Volunteer Station:

- Assign Senior Services Coordinator as liaison to CCDOF staff.
- Recommend service recipients and the services to be provided through individualized Assignment Plans, monitor recipients need for continued services.
- Provide training and orientation and compliance of volunteers with City safety and health procedures; and adherence to other City policies and procedures normally required of volunteers.
- Site specific training and orientation to volunteers.
- Submit Assignment Plans, surveys and other periodic reports and necessary program paperwork.
- Make available any benefits to the volunteers such as congregate meals and transportation tickets that they may qualify for under normal City criteria.
- Sign and review volunteer timesheets prior to submittal to CCDOF.

The MOU is for a three-year duration with termination by either party after fifteen days written notice.

FINANCIAL IMPACT:

While Parks and Community Services employees will spend staff time coordinating activities related to the proposed MOU, PCS leadership views this work to be aligned with the City's vision of providing services to elderly Maderans. Estimated quantifiable staff time equates to approximately \$2,500 per year for this project.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 215 - Ensure educational and occupational opportunities are available for elderly Maderans.

Strategy 342.3 - Collaborate with agencies to provide support and opportunities for Madera's seniors.

Strategy 113 - Promote greater accessibility to City facilities and services to meet the needs of various cultural, socio-economic and disabled groups.

RESOLUTION NO. 16 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE CATHOLIC CHARITIES DIOCESE OF FRESNO (CCDOF) FOR THE CITY TO ADMINISTER A SENIOR COMPANION PROGRAM (SCP) UTILIZING SENIOR VOLUNTEERS AND AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY

WHEREAS, the City of Madera provides supportive programming and opportunities for volunteer service to community seniors; and

WHEREAS, the Senior Companion Program administered locally by the Catholic Charities Diocese of Fresno is a federally funded program that can provide volunteer opportunities and supportive services to seniors within the Madera community; and

WHEREAS, CCDOF is requesting the City enter into a Memorandum of Understanding (MOU) for the City to administer a SCP locally; and

WHEREAS, said Memorandum is in the best interests of the program clients, CCDOF and the City.

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 Memorandum of Understanding between Catholic Charities Diocese of Fresno and the City of Madera, a copy of which is on file in the office of the City Clerk and is referred to for more particulars, is approved.
3. The Mayor is authorized to execute the MOU with CCDOF on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *

Memorandum of Understanding

Between

Catholic Charities Diocese of Fresno/Senior Companion Program
149 North Fulton Street, Fresno, California 93701
559.498.6377 Office/559.485.1591 Fax

And

Volunteer Station: City of Madera,

Hereinafter referred to as "Volunteer Station".

Address: 205 W. 4th Street, Madera, CA 93637,

Telephone: (559) 661-5495 Fax: (559) 675-3827 E-mail: cfolk@cityofmadera.com

Volunteer Station Executive Director/CEO: Andrew J. Medellin

Period Covered: from: December 21, 2016 to December 20, 2019 [up to 3 years]

A. CCDOF/Senior Companion Program under the oversight of the Corporation for National and Community Service (CNCS), a Federal Government agency, and the Senior Companion Program/Staff & Board of Directors CCDOF, will:

1. Designate a staff member to serve as a liaison with the Volunteer Station:

NAME:	<u>Alan Lopes</u>
TITLE:	<u>SCP Project Director</u>
TELEPHONE/FAX:	<u>559.498.6377 / 559.485.1591</u>

2. Recruit, interview, select, and enroll volunteers in the program. The volunteers will meet the criteria in the Senior Companion Program (SCP) Federal Regulations for enrollment in the program.
3. Unless otherwise specified herein, conduct and document a criminal history check for all Senior Companions in accordance with the requirements established for a National Service Criminal History Check by the Corporation for National and Community Service.
4. Arrange for pre-service physical examinations including drug screen for new Senior Companions assigned to the Volunteer Station.
5. Provide accident, liability and worker's compensation insurance coverage as required by the program.

6. Be responsible for the management and fiscal control of the program.
7. Provide orientation to volunteers and provide in-service training on an on-going basis.
8. Provide orientation to Volunteer Station staff as needed.
9. Permit and encourage the Volunteer Station to screen Senior Companions pursuant to established criteria of Volunteer Station.

B. The Volunteer Station will:

1. Designate the following staff member[s] to serve as liaison with the Senior Companion Project and to supervise the Senior Companions:

NAME: Corinne Long-Folk
 NAME: _____
 NAME: _____
 TITLE: Recreation/Community Programs Coordinator
 Telephone: (559) 661-5495
 Fax Number: (559) 675-3827

2. For each Senior Companion and each client served, develop and obtain the Sponsor's approval of a written Assignment Plan that identifies the client(s) to be served and the role and activities of the volunteer activities, the outcomes for the client(s) served, and that addresses the period of time each client should receive such services. This Assignment Plan will be signed by the Volunteer Station liaison and the volunteer and will be used to review the Senior Companion's services as well as the impact of the assignment on the client.
3. Assure adequate health and safety provisions for the protection of volunteers.
4. Investigate incidents, accidents and injuries involving volunteers and notify the Senior Companion Program on a timely basis.
5. Assign adults with special needs to each volunteer.
6. Provide site specific orientation and training to the volunteers.
7. Submit required completed paperwork to the Senior Companion Program on a timely basis, i.e., individual Volunteer Assignment Plans prior to assignment, SC Impact Evaluations, and SC Performance Evaluation forms.
8. Designate space for project-related activities.

9. Arrange for annual in service physical examinations for up to 0 Senior Companions at \$ 0 per examination. Donor verifies funds are not from other federal sources unless authorized under law. For these volunteers, the Volunteer Station will obtain, and provide the sponsor with a certificate signed by the examining medical professional confirming that the volunteer is capable, with or without reasonable accommodation, of serving adults with special needs without detriment to either himself/herself or the clients served. [optional]
10. Provide meals for up to 0 volunteer[s] each day at \$ 0 per meal each day and provide a regular accounting to the SCP of the value of meals provided. Since the value of these meals will be counted as part of the non-federal contribution to the CNCS grant, the Volunteer Station will ensure that the meals provided and reported to the SCP are not funded with other federal resources, unless those federal resources are authorized by federal law or regulation to be applied as part of the non-federal share of a federal grant. [optional].
11. Provide transportation for up to 0 volunteer[s] each day/month at \$ 0 each day/month and provide a regular accounting to the SCP of the value of the transportation provided. Since the value of this transportation will be counted as part of the non-federal contribution to the CNCS grant, the Volunteer Station will ensure that the transportation provided and reported to the SCP are not funded with other federal resources, unless those federal resources are authorized by federal law or regulation to be applied as part of the non-federal share of a federal grant. [optional].
12. Ensure that Senior Companion[s] serve in a volunteer capacity. The Station will verify that Senior Companions will not: displace nor replace paid or contracted employees, relieve staff of their routine duties.
13. Track and report volunteer hours served.
14. Ensure that any screening processes required of other volunteers at the station are required for the Senior Companion volunteers.
15. Provide confidentiality training for all Senior Companions in accordance with station policies and procedures.

16. Implement Programming for Impact at the volunteer placement site(s), as described in the attached Addendum, in order to assist the Senior Companion Program in evaluating the impact Senior Companions have on the clients served and the community.
17. Periodically review each client's continuing need for a Senior Companion and recommend phase-out or re-assignment of the assigned Senior Companion, as necessary.
18. Periodically provide a listing of all sites, other than private homes, where Senior Companions will serve through the Volunteer Station and the number of volunteers placed at each site.
19. For in-home assignments, the Volunteer Station will obtain a Letter of Agreement signed by the client or person legally responsible for the client served, the assigned Senior Companions, the Volunteer Station liaison, and the SCP liaison authorizing the assignment of a Senior Companion in the client's home, defining the Senior Companion's activities, and specifying supervisory arrangements.
20. Maintain the programs and activities to which Senior Companion volunteers are assigned accessible to persons with disabilities (including mobility, hearing, vision, mental, and cognitive impairments or addictions and diseases) and/or persons with limited English proficiency, and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.
21. The Volunteer Station will not discriminate against Senior Companion volunteers or in the operation of its program on the basis of race; color; national origin; including limited English language proficiency; sex; age; political affiliation; ancestry; pregnancy; marital status; sexual orientation; medical condition; veteran's status; request for family medical leave; religion; or on the basis of disability, if the volunteer is a qualified individual with a disability.
22. The Volunteer Station will review this agreement with assigned staff that will carry out the activities contained in this MOU.
23. The Volunteer Station designated staff will sign and review all timesheets prior to submission to CCDOF/Senior Companion Program to verify hours worked and time off. Timesheets must also be signed by a Senior Companion's Client [s]. Timesheets are due to the SCP Office on the last day of the month.

C. CCDOF/Senior Companion Program, in conjunction with the Volunteer Station, will:

1. Recognize the Senior Companions for their volunteer service.
2. Arrange and deliver monthly in-service trainings, which will be provided by the Senior Companion Project staff and other trainers. A Senior Companion will attend training for one-four-hour training session per month.
3. Work together to assign [a projected #] 10 Senior Companions for an average of # 20 hours per week to serve [a projected #] 2 clients each [at least one but no more than three clients/Senior Companion].
4. Work together in developing appropriate activities for Senior Companions to carry out with their assigned clients. Suggest areas of training that may be beneficial to Senior Companions for their monthly in-service training.
5. Provide all reasonable resources and make every effort to ensure the success of the Senior Companion Project and the programs of the Volunteer Station to which Senior Companions are assigned.

D. This agreement may be amended at any time with mutual consent of both parties. It must be reviewed and renegotiated at least *every three years*.

E. Either party may terminate this agreement on 15 days written notice to the address listed below.

By signing this MOU, the Volunteer Station Representative certifies that the volunteer station is a public or non-profit private organization, or a proprietary health care agency.

SPONSOR NAME

VOLUNTEER STATION NAME

By: _____
(Signature)

By: _____
Andrew J. Medellin (Signature)

Title: Project Director
CCDOF/Senior Companion Program

Title: _____
Mayor

Address: 149 North Fulton Street

Address: 205 W. 4th Street

City, State, Zip: Fresno, Calif, 93701

City, State, Zip: Madera, CA 93637

Date: _____

Date: _____

TYPE OF SERVICE TO BE PROVIDED BY YOUR ORGANIZATION:

Please **fill out Attachment B and attach it to this document** after signing the MOU. You may include all Attachments from A to O or use the attachment listing page [7] and file the actual attachments in your files for reference..

In-Kind Contribution is a way to support the Senior Companion Program, it can be in the form of money contributed, time or other resources. For example, a volunteer station may provide free bus passes, free meals, or other things in lieu of cash or money. This contribution is not a requirement but a way to capture support for the free services that the Senior Companion Program Volunteers provide to our elderly who want to spend their time in their own homes supported by respite/companionship and other related services. Catholic Charities will report these contributions to the Corporation for National and Community Service our federal grant funder. Catholic Charities Diocese of Fresno also shows its own support by supplying 10% cash and in-kind expenses toward the administration of this grant funded program locally.

The Volunteer Station may provide Share of Cost cash/In-Kind Contributions in support of the Senior Program in amounts specified below:

Type of In-Kind	Amount
Meeting Room	\$100/Month

Area **where services will be provided**, check all areas that apply.

	Fresno
X	Madera
	Other: Specify:

Compliance with Attachments. The Volunteer Station and Sponsor will make a good faith effort to comply with the following attachments.

Attachments

Senior Companion Program Activities	Attachment A
Senior Companion National Performance Measures	Attachment B
Senior Companion List of Reports & Annual Evaluation	Attachment C
Senior Companion Client Care Plan	Attachment D
Assignment Plan/Sr. Companion Leader & Direct Services	Attachment E
Senior Companion Position Description	Attachment F
Senior Companion Independent Living Assignment	Attachment G
Senior Companion Adult Day Care Activities	Attachment H
SCP Timesheet and Mileage Reimbursement Forms	Attachment I
Senior Companion Program Regulations	Attachment J
Non Displacement of Employed Workers	Attachment K
Definition of Terms	Attachment L
One Page Description of Senior Companion Program	Attachment M
Primer on Discrimination	Attachment N
CIMA Volunteer Insurance	Attachment O

Senior Companion Program Activities

Attachment A – Revised November 2014

- I. **APPROPRIATE ACTIVITIES**: All Activities must fall within federal guidelines of the program.

- II. **ELDER ABUSE** – All Senior Companion Volunteers are considered mandatory reporters. Companions may seek help from Volunteer Coordinators or SCP Office staff with regard to any incidents of Elder Abuse. Elder Abuse shall be referred to the Elder Abuse Hotline: 800-418-1426 [Police Department] or the Adult Protective Service in Fresno/600-2822 or Madera/800-355-8989.

Companionship/outreach

1. Provide companionship, talking and listening, life review and reminiscing.
2. Encourage client to maintain relationships and communication with family, friends and other community interests.
3. Accompany to social or recreational events.
4. Play games or cards, assist with hobbies, share handwork and crafts or other activities of special interest to the client.
5. Assist in reality orientation and awareness.
6. Go out to lunch, shopping or to the hairdresser.
7. Write letters, read, and assist with phone calls.
8. Assure client has phone numbers and workable means of getting emergency help.
9. Inform client of community services and inform station coordinator of any identified needs before connecting the client to the community resource.
10. Observe client activities and health (physical and mental) and report to station coordinator, bring unmet needs to the attention of station staff.
11. If appropriate, fill out a File of Life form for the client (and yourself).

Personal Care

1. Encourage and assist with grooming, hair care, shaving, and make-up.
2. Assist with choosing clean clothing and with dressing.

Nutrition

1. Assist in meal planning and preparation.
2. Share a meal (in the home the volunteer should bring a lunch) or go to a nutrition site.
3. Encourage client to eat an appropriate diet with adequate fluids, as described by clients' physician or caregiver.
4. Review and observe special diets with client, report irregularities to the station staff.
5. Assist with grocery shopping.
6. Assist with organizing food supplies and planning use of leftovers.

Exercise Assistance

1. Be present and encourage self-administered exercises.
2. Be present to encourage and observe walking.

3. Be open to learning how to assist the client with physical therapy exercises.
4. Inform able clients of community exercise classes like TAI CHI for seniors.

Home Assistance

1. Assist with light housekeeping (make bed, wash dishes, dust & sweep). Do things that do not involve lifting, pushing, pulling, or bending. The volunteer's own health needs to be taken into consideration.
2. Accompany or assist with errands and shopping. When accepting money to run these errands for the client, all money must be receipted to and from the client.
3. Read mail and newspapers.
4. Assist with non-strenuous home repair (change a light bulb, hang a picture).
5. Gardening if enjoyed by both client and volunteer.
6. Mend clothing.

Safety Monitoring

1. Complete a home safety checklist on each client assignment. Give results to the station coordinator.
2. Be present when client bathes (station representative will evaluate client's ability to bathe independently). Volunteer will not bathe the client.
3. Remind client to take medication on time. (Client must be able to administer own medication. Volunteer may not fill pillboxes or give medication.)
4. Observe client's handling of medication. Report immediately to the station representative if client is unable to administer medication.
5. Be aware of guidelines for elder abuse and report immediately any suspected abuse to a station representative.

Caregiver Relief

1. Offer support to the caregiver in the home.
2. Ask the caregiver for instructions and emergency information before being left alone with the client.

Transportation

1. If a volunteer is willing and able, they may drive a client to run errands, to doctor appointments, hairdresser appointments, and for social activities.
2. A volunteer must have a valid driver's license and the minimum required California auto insurance. The volunteer must provide SCP office with copies of current license and insurance.
3. The Senior Companion Program reimburses **only** for mileage to and from the client's home. **A station can agree to cover the cost of the volunteer mileage. If the volunteer agrees to drive a client, it should be expected that the client assist with the gas by taking the volunteer to a service station and putting some gas in the tank. A volunteer MAY NOT accept money from the client and MAY NOT charge mileage.**

Hospice

1. Work with Hospice team members to offer comfort and support to the patient and family.
2. Follow the instructions of Station Coordinator carefully and be sure to hand in any paperwork required in a timely manner.

Adult Day Care

1. Assist a client or staff in the activities of the day at a day care center.
2. Assist staff to prepare for client-centered activities.
3. Assist with serving a meal.
4. Assist with feeding a client after proper instruction.
5. Teach or demonstrate a craft or skill such as knitting.
6. Assist as appropriate to the program guidelines as long as it is not taking the place of a paid staff member.

III IN-APPROPRIATE ACTIVITIES

1. Perform activities usually performed by health care professionals, doctors, nurses, and home health aides. Perform custodial services normally provided by paid staff.
2. Volunteers may not perform personal care of an intimate nature, baths, change undergarments or do paramedical care. A plan needs to be in place for this type of care.
3. Persuade to a particular faith, political activities and points of view.
4. Advance funds to client or deposit cash into the bank, accept money or payment from a client.
5. Major household repair, lawn work or heavy gardening.
6. Heavy housework such as: wash windows, mop floors, laundry, vacuuming, clean bathrooms, or clean over, and defrost refrigerator.
7. Lift clients or heavy objects.
8. Do extensive shopping.
9. Prepare food for persons other than client, prepare or cleanup after company.
10. Care for or train pets.
11. Perform activities that are detrimental to the health and well being of the volunteer. Make sure to discuss what the volunteer needs to do before a placement is made or accepted.
12. Any type of physical relationship or physical intimacy.

IV. SENIOR COMPANION VOLUNTEER SCHEDULING

1. A companion should be scheduled Monday through Friday during daylight hours.
2. If a companion is needed on weekends or in the evening, the assignment should be discussed with the office prior to placement so that safety and appropriateness of assignment can be confirmed.
3. Occasionally, a weekend can be substituted for a weekday to cover a special event for a caregiver. The companion must then have two days in a row off to compensation for that time.

V. MANDATORY IN SERVICE MEETINGS FOR SENIOR COMPANIONS.

All companions **must** attend regularly scheduled monthly in-service training meetings. If the companion chooses to go to the mandatory meeting, the companion will not be paid for that day. Please refer to the monthly meeting calendar provided to all volunteer sites. If one is not available, call the SCP Office and one will be provided to the Volunteer Station Coordinator or designate staff.

**Senior Companion Program
Catholic Charities Diocese of Fresno
Performance Measures/CNCS/Grant Goal Targets
Volunteer Station Service Goals**

Please check the box to the right for any service that your volunteer site will offer.

1. COMPANIONSHIP >>>>>>		<input checked="" type="checkbox"/>
Community Need	Volunteer site will provide needed companionship opportunities for volunteers for the frail and elderly.	
Service Activity	Senior companions will provide peer support, practice active listening, and engage clients in activities that will ease feelings of loneliness and isolation. Information and referral about community resources will be given with the knowledge of the station coordinator.	

1a.COMPANIONSHIP Department of Veterans Affairs/Hospital >>>>		<input checked="" type="checkbox"/>
Community Need	Volunteer site will provide needed companionship opportunities for volunteers for the frail and elderly who are veterans and provide respite for caregivers	
Service Activity	Senior companions will provide peer support, practice active listening, and engage clients in activities that will ease feelings of loneliness and isolation. Information and referral about community resources will be given with the knowledge of the station coordinator.	

2. INDEPENDENT LIVING/HOME MANAGEMENT >>>>>>		<input checked="" type="checkbox"/>
Community Need	Volunteer site will provide opportunities for volunteers to help the frail and elderly live in their homes as long as possible.	
Service Activity	Senior Companions will provide in home services to the frail elderly including light housekeeping, meal preparation, grooming, etc. The service given will be appropriate for the companion's level of health and activity. See appropriate and in appropriate activates in Attachment A.	

3 .RESPITE		>>>>>>>>	√
Community Need	Volunteer site will provide volunteer opportunities for respite to caregivers.		
Service Activity	Senior Companions will provide temporary relief from the stress of caregiving by providing short term regular assistance to the adult who is the primary caregiver for a person with a chronic disease [such as Alzheimer's].		

4 .SAFETY, ACCIDENT PREVENTION		>>>>>>>>	√
Community Need	Volunteer site will provide volunteer opportunities to frail and elderly regarding Safety & Accident Prevention to prevent accidents in the home.		
Service Activity	Senior companions will inform clients about community safety programs through information received at their in service meetings. Senior Companions will inform station coordinators of potential safety risks in the client's home and monitor clients for accident prevention. Volunteers will use a safety checklist to identify safety concerns.		

5 .ADULT DAY CARE SERVICES		>>>>>>>>	
Community Need	Volunteer site will provide volunteer opportunities for companions to provide a targeted population in need of Adult Day Care activities.		
Service Activity – activity must include client care plans that will direct to 1 to 3 clients in order to provide adequate service.	Senior companions at the direction and instruction of the volunteer station will assist and provide day care activities for their clients. Activities may include exercise, music appreciation, playing games, reading news papers, talking with clients, reminiscing, discussing current events as directed by the client care plan.		

6 .HOSPICE/TERMINALLY ILL		>>>>>>>	√
Community Need	Hospice caregivers are often frail spouses or working age children with families and jobs of their own. There is a great need for relief for these caregivers who are caring for terminally ill patients. The patients often find a need to share their feelings with non-family members about the end of life.		
Service Activity	Senior companions will provide assistance and support to hospice patients and their families by offering respite, emotional support and home management assistance as requested by the hospice team.		

8 .TRANSPORTATION		>>>>>>>	√
Community Need	Volunteer sites may provide a client care plan that may include transportation if the client is unable to drive/unable to use public transportation/does not have their own means of travel to shop and do errands.		
Service Activity	Senior companions will provide escort and driving services such as rides for errands/shopping and to medical services. Senior Companion is limited to 100 miles of transportation services each month. Those needing more than 100 miles per month will be compensated by the client upon mutual agreement. Senior Companions may not receive any money, however the client may put gas into the companion's auto to offset travel costs.		

9. Elder Abuse/Reporting or Preventing		>>>>>>>	√
Community Need	Volunteer sites may provide a client care plan that may include reporting or providing materials to their clients regarding elder abuse.		
Service Activity	Senior companions will call the appropriate authorities to report elder abuse. A Senior Companion may call the Elder Abuse Hotline :1.800.418.1426 or the adult protective service in Fresno/600-3383 or in Madera/675-7839. All reports will be confidential. Senior Companion may also provide elder abuse materials to the client or other interested parties.		

Senior Companion Program List of Reports

- Volunteer has a time sheet to fill out each month that must be signed by Volunteer Station Coordinator and their assigned client. Timesheets are to be submitted at the end of the month, see calendar.
- Volunteer Station Coordinator is responsible for a letter of agreement and client care plan for each client served.
- A performance evaluation will be filled out on each companion that has given service to a client of the station. Each station coordinator must talk with the companion at least once a year to meet this requirement. A copy of this evaluation is included in this Attachment and is to be used and returned to the SCP Office by end of the calendar program year.
- Other Reports as needed/Senior Companion Program Surveys/To be completed by staff and volunteer station coordinator or as otherwise agreed. Copies of the survey is included for information.

SENIOR COMPANION VOLUNTEER PROGRAM
ANNUAL EVALUATION
CATHOLIC CHARITIES DIOCESE OF FRESNO

SENIOR COMPANION VOLUNTEER NAME: _____

DATE: _____

Host Agency/Station NAME: _____

Evaluator NAME: _____

HOST AGENCY/Station SUPERVISOR: _____

Volunteer Performance Factors	Excellent	Good	Satisfactory	Improvement needed	Not Satisfactory	Comments <i>Use 2nd page if necessary</i>
Attendance record						
Arrives on time?						
Notifies of absence or tardiness?						
Relationship with client						
Relationship with station staff						
Relationship with caregiver						
Appropriate appearance						
Follows directions						
Holds distractions to a minimum						
Adheres to client confidentially						
Completes assignments						
Practices good listening skills						
Demonstrates positive attitude						
Accepts positive criticism						
Uses good judgment						
Adheres to client care plan						
Is organized/efficient						
Knows community services						
Attends Mandatory In Service Mtgs						

SENIOR COMPANION VOLUNTEER PROGRAM
ANNUAL EVALUATION
CATHOLIC CHARITIES DIOCESE OF FRESNO

Please list a few suggestions regarding how the Senior Companion Volunteer may improve his/her performance in the future.

I have reviewed the evaluation with my: host agency station/caregiver/SCP staff and I understand my evaluation. However, my signature does not necessarily imply agreement of the evaluation and I may rebut the evaluation in writing if I choose to do so and file such with this document.

Senior Companion Volunteer
Signature

Date

Signature of Host Agency/SCP/other staff

Catholic Charities Diocese of Fresno/Senior Companion Volunteer Program/149 north Fulton street/Fresno/California/93701
main 559.498.6377/fax 559.485.1591

funded by the Corporation for National & Community Services

Comments continued from previous page.



Client Care Plan – Senior Companion Program



SPONSORED BY CATHOLIC CHARITIES OF THE DIOCESE OF FRESNO
FUNDED BY THE CORPORATION FOR NATIONAL & COMMUNITY SERVICE
Phone: 559-498-6377 Fax: 559-498-1591

Client's Name: _____ [print]

Companion's Name: _____ [print]

Address: _____

Volunteer Station: _____

City: _____ Zip: _____

Station Phone #: _____

Phone #: _____

Primary Caregiver: _____

Birthday: _____ Sex: _____

Caregiver Phone #: _____

Marital Status: [circle] S M W D

Physician Name: _____

Caregiver/Veteran? Y N Client/Veteran? Y N

Physician Phone #: _____

Assignment Began: _____

Emergency Contact: _____

Ethnicity: ___ African American ___ Asian ___ Caucasian ___ Hispanic Other _____

Please check all conditions that apply:

Frail Elderly/ Chronic Care _____	AIDS/HIV _____	Alzheimer's Disease _____
Disabilities: Developmentally _____	Substance Abuse _____	Terminally Ill _____
Impairment: Hearing _____	Short-term _____	Long-term _____
	Visual _____	Mobility _____

Assess the client's physical and mental condition: _____

Community Need: What needs will the companion meet in this assignment?

Companionship _____ Transportation _____ Respite for Caregiver _____

Service Activities: Tasks assigned to the companion: _____

Input: Schedule of hours and days for the Companion: [circle days]

Monday Tuesday Wednesday Thursday Friday from: _____ to: _____ or flexible _____

Anticipated Accomplishment and Impact of Senior Companion Placement: _____

What will be the measurable benefit of this assignment?

Volunteer Station Representative Signature _____ Date _____

Senior Companion Signature _____ Date _____

SCP Staff Signature _____ Date _____

Client or Caregiver Signature _____ Date _____

Date of Closure: _____ **Reason for Closure:** (Why? Client's condition improved, declined, death, Inappropriate assignment)

Outcomes of Senior Companion Assignment. When placing a Senior Companion, please consider the impact that a companion will make by completing the initial assessment. On a scale of 1-5 rate each applicable area of concern for the client/companion assignment.

1 = never, 2=rarely, 3=occasionally, 4=frequently, 5=regularly.

Underneath each outcome, list activities suggested for companion to help meet the goal

Outcome	Initial assessment	60 day review	End or annual
Client has opportunity for social interaction and peer support			
Client participates in activities that contribute to their overall wellness. (mind, body and soul)			
Client is aware of and connected to community resources			
Client has assistance with activities of daily living			
Client has assistance with safety			
Client has transportation needs met			
CAREGIVER Has free time available			
Free time for health activities like MD, exercise			
Free time for Socialization			
Free time for Rest and relaxation			
Caregiver has renewed energy to continue caregiving			
Other			

Notes, comments and additional information

Assignment Plan for a Senior Companion Providing - Direct Service

Instructions: It is a federal requirement that all Senior Companions have an assignment plan for clients with whom they are assigned to work. The clients they are assigned to must have documented a special need – defined as one or more physical, emotional, or mental health limitations – and be in need of assistance to maintain their highest level of independent living. The Senior Companion is assigned to your organization to provide direct services to one or more eligible clients that result in person-to person supportive relationships with each client served.

Please complete all sections, documenting the client’s needs, the activities you want the volunteer to perform, and the desired results of those activities. The completed assignment plan becomes the volunteer’s “job description.” Please review it with the volunteer to ensure that the required activities and the desired outcomes are understood. Obtain all signatures indicated on page 2 and send to the SCP project office for approval.

The Senior Companion Program recognizes and respects the confidentiality of all of the clients involved in the program. Please be assured that all of the information that you provide will only be used in aggregate and no specific client will be identified.

Senior Companion: _____

Service Schedule: _____

Volunteer Station/Site: _____

Supervisor’s Name: _____

Period this plan covers: _____

A. List Name and Special Need:

Identify the adult(s) the volunteer will be working with during the period indicated above.

Client Name(s)	Special Need Include all that apply. Examples are provided below.
<i>Example: 1. Anna Smith</i>	

- | | |
|--|-------------------------------|
| ▪ Blind/Visually Impaired | ▪ Substance Abuse |
| ▪ Homebound/Living Alone | ▪ Mental Health Related Issue |
| ▪ Chronic Disability | ▪ Terminal Illness |
| ▪ Respite/Alzheimer’s or other chronic disease | ▪ Other (Describe) _____ |

B. Activities planned with assigned client. Describe below the activities the Senior Companion will perform (For example, will the volunteer accompany the client to social activities and medical appointments? Assist with medication or reading or writing correspondence? Help pay bills? Assist with activities of daily living? Etc.):

C. Expected Outcomes. How do you expect that the client and, in the case of respite care, caregivers will benefit for the Senior Companion's activities? (For example, Will the client feel less lonely and isolated? Be more socially engaged? Receive required medications on schedule? Be able to carry out activities of daily living such as eating, dressing, using the bathroom? Will caregivers be able to go to work/attend to personal affairs? Etc.)

I accept this assignment plan:

Signature: Senior Companion

Date

Signature: Volunteer Station Representative

Date

I approve this assignment plan:

Signature: SCP Director

Date

Assignment Plan for a Senior Companion - Leader

Instructions: Senior Companion leaders with special skills or demonstrated leadership ability may perform indirect service, such as assisting newer Senior Companions in performing their assignments or coordinating the activities of other Senior Companions. It is a federal requirement that all Senior Companion leaders have an assignment plan that identifies the roles and activities of the Senior Companion leader and the expected outcomes.

Please complete all sections, documenting the role and activities you want the volunteer to perform, and the desired results of those activities. The completed assignment plan becomes the volunteer's "job description." Please review it with the volunteer to ensure that the required activities and the desired outcomes are understood. Obtain all signatures indicated on page 2 and send to the SCP project office for approval.

Senior Companion: _____

Service Schedule: _____

Volunteer Station/Site: _____

Supervisor's Name: _____

Period this plan covers: _____

A. Activities planned. Describe below the activities the Senior Companion leader will perform (For example, will the volunteer coach new Senior Companions in performing their work? Coordinate scheduling of other Senior Companions? Deliver training?):

C. Expected Outcomes. What are the expected results of the Senior Companion leader's activities? (For example, Will new Senior Companions providing direct service more quickly adjust to their roles? Will the volunteer station be able to serve more clients? Will the volunteer station be able to serve clients with needs it was previously unable to meet?)

I accept this assignment plan:

Signature: Senior Companion

Date

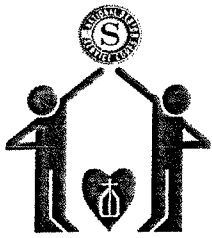
Signature: Volunteer Station Representative

Date

I approve this assignment plan:

Signature: SCP Director

Date



Senior Companions

Senior Companion and Elderfriends
Serving Fresno, Madera & Merced

Senior Companions...
Serve Your Neighbors

Senior Companion Position Description

Qualifications:

1. Must be 55 years of age or older;
2. Can no longer be in the regular work force;
3. Must fall within the annual income eligibility guidelines as set forth by the Corporation for National and Community Service;
4. Have an interest and willingness to serve other adults with special needs;
5. Be able to serve 15- 20 hours a week;
6. Be willing to accept supervision;
7. Be flexible in accepting assignments as needed.

Responsibilities:

1. Provide companionship;
2. Monitor client's physical and mental health. Report any changes to the Station Coordinator who made the assignment;
3. Link clients to available community services;
4. Monitor medication and assist with physical exercise as appropriate;
5. Assist with social and recreational needs of the client;
6. Help with personal needs of client;
7. Assist with nutritional needs of the client by helping to plan and prepare meals;
8. Maintain client confidentially;
9. Follow the code of ethics for volunteers as is written in the handbook.

Rights:

1. The right to be treated with respect;
2. The right to a suitable assignment;
3. The right to know as much about the sponsor as necessary;
4. The right to training for the work that is to be done;
5. The right to meaningful continuing education;
6. The right to sound guidance and direction;
7. The right to be heard;
8. The right to recognition;
9. The right to a safe place to work.

I understand the qualifications and responsibilities of a Senior Companion and feel that I can carry these responsibilities.

Signature: _____ Date: _____

Letter of Agreement for Independent Living and/or Respite

Volunteer Station: _____
and the Senior Companion Program/CCDOF

PERSONAL INFO:

A. Client's Name _____

B. Name of Person Legally Responsible (if applicable) _____

C. Address: _____

D. City: _____ State: _____ Zip Code: _____

E. Phone: _____ Birth date: _____

F. Gender: Male Female

G. Marital Status: Married Single Divorced Widowed

SPECIAL NEEDS (Certified by an appropriate professional)

- | | |
|--|---|
| <input type="checkbox"/> Blind/Visually Impaired | <input type="checkbox"/> Homebound/Living Alone |
| <input type="checkbox"/> Chronic Disability | <input type="checkbox"/> Respite for Caregiver |
| <input type="checkbox"/> Substance Abuse | <input type="checkbox"/> Mental Health Related/Alzheimers |
| <input type="checkbox"/> Terminal Illness | <input type="checkbox"/> Other (Describe) _____ |
- _____

IMPACT STATEMENT

What will change as a result of Senior Companion involvement/services?
[ie. To help the individual remain in their home as long as possible, etc.]

Develop and append a Care Plan that describes the activities of the Senior Companion and identifies the specific outcomes for the client served.

RELEASE OF LIABILITY

CCDOF or City shall not be liable to Client, and Client hereby waives all claims against CCDOF or City, for any injury or damage to any person or property in or about the Client's property by or from any cause whatsoever, except injury or damage to Client resulting from the intentional wrongful acts of CCDOF or City or their agents.

AUTHORIZED SIGNATURES

A. Signature of Senior Companion _____

Printed Name: _____

Date: _____ Phone Number: _____

B. Signature of Legally Responsible Person (if Applicable) _____

Printed Name: _____

Date: _____ Phone Number: _____

C. Signature of Volunteer Station Representative _____

Printed Name: _____

Date: _____ Phone Number _____

D. Name of SCP Supervisor: Lorraine Valencia

Phone Number: 559.498.6377

Catholic Charities Diocese of Fresno

Senior Companion Program

149 North Fulton Street

Fresno, California 93701

Senior Companion services may be terminated by the Sponsor at any time when services rendered fall out of the scope of the Program or when the client/legally responsible person or the Volunteer Station so requests.

Adult Daycare Center

FUNCTION: Performs one-on-one volunteer services for assigned clients, including elderly individuals and those with disabilities. Senior Companion may assist 1 to 3 clients as prescribed by the client care plan.

SUPERVISION RECEIVED: Serves under direct supervision of Activities Coordinator or Assistant.

EXAMPLES OF SERVICES PERFORMED

- Assist in exercises by helping assigned clients participate to the best of their ability, or by doing passive exercises on those clients who may not be able to move on their own.
- Create and assist in craft classes by helping assigned clients to work with their craft projects and to give client a sense of self-worth by encouraging them to feel good about the things they accomplish in this area.
- Assists clients with serving snacks and noon meal.
- Assist with moving assigned clients from one location to another, as activities require.
- Assists assigned client with bathroom needs and personal hygiene.
- Talking with and interacting with clients, other staff, and volunteers.
- Abiding by the rules regarding the right to privacy in the client's best interest.

Attachment I

SCP Timesheet and Mileage Reimbursement Forms



CCDOF/Senior Companion Program Timesheet Month/Year _____

Assignment Type: Alz [] Respite [] Ind Liv [] Outreach [] Day Care [] Hospice []

Day	Time In	Time Out	Reg. Hrs	Sick	Vac.	Hol.	In Service	Total Hours	Clients Served
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
TOTALS									
Transportation	Mileage		Bus			Meals			

CCDOF/ Senior Companion Program/149 North Fulton/Fresno/Ca/93701 phone/559.498.6377 fax/559.485.1591

Volunteer/Print Name	client signature/ hours	client signature/hours
Volunteer Signature	client signature/hours	client signature/hours
Volunteer Station	Station Coordinator Signatur	

I certify that the hours recorded are true and correct. I also understand that these are federal funds and that if these items are incorrect, that I may be responsible for repaying the program and I may be terminated from the program.	SCP Authorization signature
--	-----------------------------

Mandatory SCP In-Service @ Our Lady of Victory Social Hall, 2838 North West Avenue, Fresno, California
9-12 English Session / 1-4 Spanish & Russian Translation Session
Timesheets are due on the last day of the month/stipend checks will be available at the In-Service Meetir

SCP MILEAGE REIMBURSEMENT REQUEST [Please attach this form to your timesheet

Attachment I

NAME (PLEASE PRINT) _____ Volunteer Station _____ Mailing Address _____
 Telephone # _____ License Plate # _____ Make of Auto; _____ Month/Year: _____

Date	Time	Point of Origin	Destination	Purpose	Beginning Odometer	Ending Odometer	Total Miles	
Total	Miles						→	

Please transfer the total auto miles total to your timesheet.

Senior Companion Signature _____ Date _____ CCDOF Staff Signature _____ Date _____ Total Miles for the month: _____ x .45= \$ _____

By signing, I certify that this statement, and the amount claimed are true, correct and complete to the best of my knowledge. I certify that I possessed a valid driver's license and that liability insurance in the minimum amount required by law was in force at the time of this travel.

Senior Companion Program Regulations (As of April 15, 2008)

Title 45: Public Welfare

PART 2551—SENIOR COMPANION PROGRAM

Section Contents

Subpart A—General

- § 2551.11 What is the Senior Companion Program?
- § 2551.12 Definitions.

Subpart B—Eligibility and Responsibilities of a Sponsor

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- § 2551.22 What are the responsibilities of a sponsor?
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- § 2551.24 What are a sponsor's responsibilities for securing community participation?
- § 2551.25 What are a sponsor's administrative responsibilities?
- § 2551.26 To whom does this part apply?
- § 2551.27 What two search components of the National Service Criminal History Check must I satisfy to determine an individual's suitability to serve in a covered position?
- § 2551.28 When must I conduct a State criminal registry check and a NSOPR check on an individual in a covered position?
- § 2551.29 What procedures must I follow in conducting a National Service Criminal History Check?
- § 2551.30 What documentation must I maintain regarding a National Service Criminal History Check?
- § 2551.31 Under what circumstances may I follow alternative procedures in conducting a State criminal registry check?
- § 2551.32 Is an individual who refuses to consent to a State criminal registry check, or who makes a false statement in connection with a grantee's inquiry concerning the individual's criminal history, eligible to serve in a covered position?
- § 2551.33 May a sponsor administer more than one program grant from the Corporation?

Subpart C—Suspension and Termination of Corporation Assistance

- § 2551.34 What are the rules on suspension, termination, and denial of refunding of grants?

Subpart D—Senior Companion Eligibility, Status, and Cost Reimbursements

- § 2551.41 Who is eligible to be a Senior Companion?
- § 2551.42 May an individual who is subject to a State sex offender registration requirement serve as a Senior Companion or as a Senior Companion grant-funded employee?
- § 2551.43 What income guidelines govern eligibility to serve as a stipended Senior Companion?
- § 2551.44 What is considered income for determining volunteer eligibility?
- § 2551.45 Is a Senior Companion a federal employee, an employee of the sponsor or of the volunteer station?
- § 2551.46 What cost reimbursements are provided to Senior Companions?
- § 2551.47 May the cost reimbursements of a Senior Companion be subject to any tax or charge, be treated as wages or compensation, or affect eligibility to receive assistance from other programs?

Subpart E—Senior Companion Terms of Service

- § 2551.51 What are the terms of service of a Senior Companion?
- § 2551.52 What factors are considered in determining a Senior Companion's service schedule?
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- § 2551.91 What is the process for application and award of a grant?
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- § 2551.101 What rule governs the recruitment and enrollment of persons who do not meet the income eligibility guidelines to serve as Senior Companions without stipends?
- § 2551.102 What are the conditions of service of non-stipended Senior Companions?
- § 2551.103 Must a sponsor be required to enroll non-stipended Senior Companions?
- § 2551.104 May Corporation funds be used for non-stipended Senior Companions?

Subpart K—Non-Corporation Funded SCP Projects

- § 2551.111 Under what conditions can an agency or organization sponsor a Senior Companion project without Corporation funding?
- § 2551.112 What benefits are a non-Corporation funded project entitled to?
- § 2551.113 What financial obligation does the Corporation incur for non-Corporation funded projects?
- § 2551.114 What happens if a non-Corporation funded sponsor does not comply with the Memorandum of Agreement?

Subpart L—Restrictions and Legal Representation

- § 2551.121 What legal limitations apply to the operation of the Senior Companion Program and to the expenditure of grant funds?
- § 2551.122 What legal coverage does the Corporation make available to Senior Companions?

Authority: 42 U.S.C. 4950 *et seq.* ; 42 U.S.C. 12651b–12651d; E.O. 13331, 69 FR 9911.

Source: 64 FR 14115, Mar. 24, 1999, unless otherwise noted.

Subpart A—General

§ 2551.11 What is the Senior Companion Program?

The Senior Companion Program provides grants to qualified agencies and organizations for the dual purpose of: engaging persons 60 and older, particularly those with limited incomes, in volunteer service to meet critical community needs; and to provide a high quality experience that will enrich the lives of the volunteers. Program funds are used to support Senior Companions in providing supportive, individualized services to help adults with special needs maintain their dignity and independence.

§ 2551.12 Definitions.

(a) *Act*. The Domestic Volunteer Service Act of 1973, as amended, Pub. L. 93–113, Oct. 1, 1973, 87 Stat. 396, 42 U.S.C. 4950 *et seq.*

(b) *Adult with special needs*. Any individual over 21 years of age who has one or more physical, emotional, or mental health limitations and is in need of assistance to achieve and maintain their highest level of independent living.

(c) *Adequate staffing level*. The number of project staff or full-time equivalent needed by a sponsor to manage NSSC project operations considering such factors as: number of budgeted Volunteer Service Years (VSY), number of volunteer stations, and the size of the service area.

(d) *Annual income*. Total cash and in-kind receipts from all sources over the preceding 12 months including: the applicant or enrollee's income and, the applicant or enrollee's spouse's income, if the spouse lives in the same residence. The value of shelter, food, and clothing, shall be counted if provided at no cost by persons related to the applicant/enrollee, or spouse.

(e) *Chief Executive Officer*. The Chief Executive Officer of the Corporation appointed under the National and Community Service Act of 1990, as amended, (NCSA), 42 U.S.C. 12501 *et seq.*

(f) *Corporation*. The Corporation for National and Community Service established under the Trust Act. The Corporation is also sometimes referred to as CNCS.

(g) *Cost reimbursements*. Reimbursements provided to volunteers such as stipends to cover incidental costs, meals, and transportation, to enable them to serve without cost to themselves. Also included are the costs of annual physical examinations, volunteer insurance and recognition which are budgeted as Volunteer Expenses.

(h) *In-home*. The non-institutional assignment of a Senior Companion in a private residence.

(i) *Letter of Agreement*. A written agreement between a volunteer station, the sponsor and the adult served or the persons legally responsible for that adult. It authorizes the assignment of a Senior Companion in the clients home, defines the Senior Companion's activities and delineates specific arrangements for supervision.

(j) *Memorandum of Understanding*. A written statement prepared and signed by the Senior Companion project sponsor and the volunteer station that identifies project requirements, working relationships and mutual responsibilities.

(k) *National Senior Service Corps (NSSC)*. The collective name for the Foster Grandparent Program (FGP), the Retired and Senior Volunteer Program (RSVP), the Senior Companion Program (SCP), and Demonstration Programs established under Title II Parts A, B, C, and E, of the Act. NSSC is also referred to as the "Senior Corps".

(l) *Non-Corporation support (required)*. The percentage share of non-Federal cash and in-kind contributions, required to be raised by the sponsor in support of the grant.

(m) *Non-Corporation support (excess)*. The amount of non-Federal cash and in-kind contributions generated by a sponsor in excess of the required percentage.

(n) *Project*. The locally planned and implemented Senior Companion Program activity or set of activities as agreed upon between a sponsor and the Corporation.

(o) *Qualified individual with a disability*. An individual with a disability (as defined in the Rehabilitation Act, 29 U.S.C. 705 (20)) who, with or without reasonable accommodation, can perform the essential functions of a volunteer position that such individual holds or desires. If a sponsor has prepared a written description before advertising or interviewing applicants for the position, the written description may be considered evidence of the essential functions of the volunteer position.

(p) *Service area*. The geographically defined area in which Senior Companions are recruited, enrolled, and placed on assignments.

(q) *Service schedule*. A written delineation of the days and times a Senior Companion serves each week.

(r) *Sponsor*. A public agency or private non-profit organization, either secular or faith-based, that is responsible for the operation of a Senior Companion project.

(s) *Stipend*. A payment to Senior Companions to enable them to serve without cost to themselves. The amount of the stipend is determined by the Corporation and is payable in regular installments. The minimum amount of the stipend is set by law and shall be adjusted by the CEO from time to time.

(t) *Trust Act*. The National and Community Service Trust Act of 1993, Pub. L. 103-82, Sept. 21, 1993, 107 Stat. 785.

(u) *United States and States*. Each of the several States, the District of Columbia, the U.S. Virgin Islands, the Commonwealth of Puerto Rico, Guam and American Samoa, and Trust Territories of the Pacific Islands.

(v) *Volunteer assignment plan*. A written description of a Senior Companion's assignment with a client. The plan identifies specific outcomes for the client served and the activities of the Senior Companion.

(w) *Volunteer station*. A public agency, secular or faith-based private non-profit organization, or proprietary health care organization that accepts the responsibility for assignment and supervision of Senior Companions in health, education, social service or related settings such as multi-purpose centers, home health care agencies, or similar establishments. Each volunteer station must be licensed or otherwise certified, when required, by the appropriate state or local government. Private homes are not volunteer stations.

[64 FR 14115, Mar. 24, 1999, as amended at 69 FR 60094, Oct. 7, 2004]

Subpart B—Eligibility and Responsibilities of a Sponsor

§ 2551.21 Who is eligible to serve as a sponsor?

The Corporation awards grants to public agencies, including Indian tribes and non-profit private organizations, both secular and faith-based, in the United States that have the authority to accept and the capability to administer a Senior Companion project.

[69 FR 60095, Oct. 7, 2004]

§ 2551.22 What are the responsibilities of a sponsor?

A sponsor is responsible for fulfilling all project management requirements necessary to accomplish the purposes of the Senior Companion Program as specified in the Act. A sponsor shall not delegate or contract these responsibilities to another entity. The sponsor shall comply with all program regulations and policies, and grant provisions prescribed by the Corporation.

§ 2551.23 What are a sponsor's program responsibilities?

A sponsor shall:

- (a) Focus Senior Companion resources on critical problems affecting the frail elderly and other adults with special needs within the project's service area.
- (b) Assess in collaboration with other community organizations or utilize existing assessment of the needs of the client population in the community and develop strategies to respond to those needs using the resources of Senior Companions.
- (c) Develop and manage a system of volunteer stations by:
 - (1) Ensuring that a volunteer station is a public or non-profit private organization, whether secular or faith-based, or an eligible proprietary health care agency, capable of serving as a volunteer station for the placement of Senior Companions;
 - (2) Ensuring that the placement of Senior Companions is governed by a Memorandum of Understanding:
 - (i) That is negotiated prior to placement;
 - (ii) That specifies the mutual responsibilities of the station and sponsor;
 - (iii) That is renegotiated at least every three years; and
 - (iv) That states the station assures it will not discriminate against volunteers or in the operation of its program on the basis of race; color; national origin, including individuals with limited English proficiency; sex; age; political affiliation; religion; or on the basis of disability, if the participant or member is a qualified individual with a disability; and
 - (3) Reviewing volunteer placements regularly to ensure that clients are eligible to be served.
- (d) Develop service opportunities that consider the skills and experiences of the Senior Companion.
- (e) Consider the demographic make-up of the project service area in the enrollment of Senior Companions, taking special efforts to recruit eligible individuals from minority groups, persons with disabilities, and under-represented groups.
- (f) Provide Senior Companions with assignments that show direct and demonstrable benefits to the adults and the community served, the Senior Companions, and the volunteer station; with required cost reimbursements specified in §2551.45; with not less than 40 hours of orientation of which 20 hours must be pre-service, and an average of 4 hours of monthly in-service training.
- (g) Encourage the most efficient and effective use of Senior Companions by coordinating project services and activities with related national, state and local programs, including other Corporation programs.
- (h) Conduct an annual appraisal of volunteers' performance and annual review of their income eligibility.

- (i) Develop, and annually update, a plan for promoting senior service within the project's service area.
- (j) Annually assess the accomplishments and impact of the project on the identified needs and problems of the client population in the community.
- (k) Establish written service policies for Senior Companions that include but are not limited to annual and sick leave, holidays, service schedules, termination, appeal procedures, meal and transportation reimbursements.

[64 FR 14115, Mar. 24, 1999, as amended at 67 FR 60998, Sept. 27, 2002; 69 FR 60095, Oct. 7, 2004]

§ 2551.24 What are a sponsor's responsibilities for securing community participation?

(a) A sponsor shall secure community participation in local project operation by establishing an Advisory Council or a similar organizational structure with a membership that includes people:

- (1) Knowledgeable of human and social needs of the community;
- (2) Competent in the field of community service and volunteerism;
- (3) Capable of helping the sponsor meet its administrative and program responsibilities including fund-raising, publicity and impact programming;
- (4) With interest in and knowledge of the capability of older adults; and
- (5) Of a diverse composition that reflects the demographics of the service area.

(b) The sponsor determines how such participation shall be secured, consistent with the provisions of paragraphs (a)(1) through (a)(5) of this section.

§ 2551.25 What are a sponsor's administrative responsibilities?

A sponsor shall:

(a) Assume full responsibility for securing maximum and continuing community financial and in-kind support to operate the project successfully.

(b) Provide levels of staffing and resources appropriate to accomplish the purposes of the project and carry out its project management responsibilities.

(c) Employ a full-time project director to accomplish program objectives and manage the functions and activities delegated to project staff for NSSC program(s) within its control. A full-time project director shall not serve concurrently in another capacity, paid or unpaid, during established working hours. The project director may participate in activities to coordinate program resources with those of related local agencies, boards or organizations. A sponsor may negotiate the employment of a part-time project director with the Corporation when it can be demonstrated that such an arrangement will not adversely affect the size, scope, and quality of project operations.

(d) Consider all project staff as sponsor employees subject to its personnel policies and procedures.

(e) Compensate project staff at a level that is comparable with other similar staff positions in the sponsor organization and/or project service area.

(f) Establish risk management policies and procedures covering project and Senior Companion activities. This includes provision of appropriate insurance coverage for Senior Companions, vehicles and other properties used in the project.

(g) Establish record keeping/reporting systems in compliance with Corporation requirements that ensure quality of program and fiscal operations, facilitate timely and accurate submission of required reports and cooperate with Corporation evaluation and data collection efforts.

(h) Comply with and ensure that all volunteer stations comply with all applicable civil rights laws and regulations, including providing reasonable accommodation to qualified individuals with disabilities.

§ 2551.26 To whom does this part apply?

This part applies to Senior Companion Sponsors when determining the suitability of Senior Companions, as well as to Senior Companion grant-funded employees who, on a recurring basis, have access to children, persons age 60 and older, or individuals with disabilities.

[72 FR 48583, Aug. 24, 2007]

§ 2551.27 What two search components of the National Service Criminal History Check must I satisfy to determine an individual's suitability to serve in a covered position?

Unless the Corporation approves an alternative screening protocol, in determining the suitability of an individual to serve as a Senior Companion or as a covered grant-funded employee, you are responsible for ensuring, unless prohibited by State law, that you conduct and document a National Service Criminal History Check, which consists of the following two search components:

(a) *State criminal registry search.* A search (by name or fingerprint) of the State criminal registry for the State in which the program operates and the State in which the individual resides at the time of application; and

(b) *National Sex Offender Public Registry.* A name-based search of the Department of Justice (DOJ) National Sex Offender Public Registry (NSOPR).

[72 FR 48583, Aug. 24, 2007]

§ 2551.28 When must I conduct a State criminal registry check and a NSOPR check on an individual in a covered position?

(a) The State criminal registry check must be conducted on an individual who enrolls in, or is hired by, your program after November 23, 2007.

(b) The NSOPR check must be conducted on an individual who is serving, or applies to serve, in a covered position on or after November 23, 2007.

[72 FR 48583, Aug. 24, 2007; 72 FR 51009, Sept. 5, 2007]

§ 2551.29 What procedures must I follow in conducting a National Service Criminal History Check?

You are responsible for ensuring that the following procedures are satisfied:

(a) Verify the individual's identity by examining the individual's government-issued photo identification card, such as a driver's license;

(b) Obtain prior, written authorization for the State criminal registry check and the appropriate sharing of the results of that check within the program from the individual (but not for the NSOPR check);

(c) Document the individual's understanding that selection into the program is contingent upon the organization's review of the individual's criminal history, if any;

(d) Provide a reasonable opportunity for the individual to review and challenge the factual accuracy of a result before action is taken to exclude the individual from the position;

(e) Provide safeguards to ensure the confidentiality of any information relating to the criminal history check, consistent with authorization provided by the individual; and

(f) Ensure that an individual, for whom the results of a required State criminal registry check are pending, is not permitted to have access to children, persons age 60 and older, or individuals with disabilities without being accompanied by an authorized program representative who has previously been cleared for such access.

[72 FR 48583, Aug. 24, 2007]

§ 2551.30 What documentation must I maintain regarding a National Service Criminal History Check?

You must:

(a) Document in writing that you verified the identity of the individual in a covered position by examining the individual's government-issued photo identification card, and that you conducted the required checks for the covered position; and

(b) Maintain the results of the National Service Criminal History check (unless precluded by State law) and document in writing that you considered the results in selecting the individual.

[72 FR 48583, Aug. 24, 2007]

§ 2551.31 Under what circumstances may I follow alternative procedures in conducting a State criminal registry check?

(a) *FBI fingerprint-based check.* If you or your designee conduct and document a fingerprint-based criminal history check through the Federal Bureau of Investigation, you will be deemed to have satisfied the State criminal registry check requirement and do not need separate approval by the Corporation.

(b) *Name-based search.* If you conduct and document a name-based criminal history check through a source other than the FBI that, includes a check of the criminal records repository, in the State in which your program is operating, as well as in the State in which the individual lives, you will be deemed to have satisfied the State criminal registry check requirement and do not need separate approval by the Corporation.

(c) *Alternative search approval.* If you demonstrate that you are prohibited or otherwise precluded under State law from complying with a Corporation requirement relating to criminal history checks or that you can obtain substantially equivalent or better information through an alternative process, the Corporation will consider approving an alternative search protocol that you submit in writing to the Office of Grants Management. The Office of Grants Management will review the alternative protocol to ensure that it:

(1) Verifies the identity of the individual; and

(2) Includes a search of an alternative criminal database that is sufficient to identify the existence, or absence of, criminal offenses.

[72 FR 48583, Aug. 24, 2007]

§ 2551.32 Is an individual who refuses to consent to a State criminal registry check, or who makes a false statement in connection with a grantee's inquiry concerning the individual's criminal history, eligible to serve in a covered position?

An individual who refuses to consent to a State criminal registry check, or who makes a false statement in connection with a grantee's inquiry concerning the individual's criminal history, is not eligible to serve in a covered position.

[72 FR 48583, Aug. 24, 2007]

§ 2551.33 May a sponsor administer more than one program grant from the Corporation?

A sponsor may administer more than one Corporation program.

[64 FR 14115, Mar. 24, 1999. Redesignated at 72 FR 48583, Aug. 24, 2007]

Subpart C—Suspension and Termination of Corporation Assistance

§ 2551.34 What are the rules on suspension, termination, and denial of refunding of grants?

(a) The Chief Executive Officer or designee is authorized to suspend further payments or to terminate payments under any grant providing assistance under the Act whenever he/she determines there is a material failure to comply with applicable terms and conditions of the grant. The Chief Executive Officer shall prescribe procedures to insure that:

(1) Assistance under the Act shall not be suspended for failure to comply with applicable terms and conditions, except in emergency situations for thirty days;

(2) An application for refunding under the Act may not be denied unless the recipient has been given:

(i) Notice at least 75 days before the denial of such application of the possibility of such denial and the grounds for any such denial; and

(ii) Opportunity to show cause why such action should not be taken;

(3) In any case where an application for refunding is denied for failure to comply with the terms and conditions of the grant, the recipient shall be afforded an opportunity for an informal hearing before an impartial hearing officer, who has been agreed to by the recipient and the Corporation; and

(4) Assistance under the Act shall not be terminated for failure to comply with applicable terms and conditions unless the recipient has been afforded reasonable notice and opportunity for a full and fair hearing.

(b) In order to assure equal access to all recipients, such hearings or other meetings as may be necessary to fulfill the requirements of this section shall be held in locations convenient to the recipient agency.

(c) The procedures for suspension, termination, and denial of refunding, that apply to the Senior Companion Program are specified in 45 CFR Part 1206.

[64 FR 14115, March 24, 1999. Redesignated at 72 FR 48583, Aug. 24, 2007]

Subpart D—Senior Companion Eligibility, Status, and Cost Reimbursements

§ 2551.41 Who is eligible to be a Senior Companion?

(a) To be a Senior Companion, an individual must:

- (1) Be 60 years of age or older;
- (2) Be determined by a physical examination to be capable, with or without reasonable accommodation, of serving adults with special needs without detriment to either himself/herself or the adults served;
- (3) Agree to abide by all requirements as set forth in this part; and
- (4) In order to receive a stipend, have an income that is within the income eligibility guidelines specified in this subpart D.

(b) Eligibility to be a Senior Companion shall not be restricted on the basis of formal education, experience, race, religion, color, national origin, sex, age, handicap, or political affiliation.

§ 2551.42 May an individual who is subject to a State sex offender registration requirement serve as a Senior Companion or as a Senior Companion grant-funded employee?

Any individual who is registered, or who is required to be registered, on a State sex offender registry is deemed unsuitable for, and may not serve in, a position as a Senior Companion or as a Senior Companion grant-funded employee.

[72 FR 48584, Aug. 24, 2007]

§ 2551.43 What income guidelines govern eligibility to serve as a stipended Senior Companion?

(a) To be enrolled and receive a stipend, a Senior Companion cannot have an annual income from all sources, after deducting allowable medical expenses, which exceeds the program's income eligibility guideline for the state in which he or she resides. The income eligibility guideline for each state is the higher amount of either:

- (1) 125 percent of the poverty line as set forth in 42 U.S.C. 9902 (2); or
- (2) 135 percent of the poverty line, in those primary metropolitan statistical areas (PMSA), metropolitan statistical areas (MSA) and non-metropolitan counties identified by the Corporation as being higher in cost of living, as determined by application of the Volunteers in Service to America (VISTA) subsistence rates. In Alaska the guideline may be waived by the Corporation State Director if a project demonstrates that low-income individuals in that location are participating in the project.

(b) For applicants to become stipended Senior Companions, annual income is projected for the following 12 months, based on income at the time of application. For serving stipended Senior Companions, annual income is counted for the past 12 months. Annual income includes the applicant or enrollee's income and that of his/her spouse, if the spouse lives in the same residence. Sponsors shall count the value of shelter, food, and clothing, if provided at no cost by persons related to the applicant, enrollee, or spouse.

(c) Allowable medical expenses are annual out-of-pocket medical expenses for health insurance premiums, health care services, and medications provided to the applicant, enrollee, or spouse which were not and will not be paid by Medicare, Medicaid, other insurance, or other third party payor, and which do not exceed 50 percent of the applicable income guideline.

(d) Applicants whose income is not more than 100 percent of the poverty line shall be given special consideration for enrollment.

(e) Once enrolled, a Senior Companion shall remain eligible to serve and to receive a stipend so long as his or her income, does not exceed the applicable income eligibility guideline by 20 percent.

[64 FR 14115, Mar. 24, 1999, as amended at 67 FR 60998, Sept. 27, 2002; 69 FR 20830, Apr. 19, 2004; Redesignated at 72 FR 48584, Aug. 24, 2007]

§ 2551.44 What is considered income for determining volunteer eligibility?

(a) For determining eligibility, "income" refers to total cash or in-kind receipts before taxes from all sources including:

(1) Money, wages, and salaries before any deduction, but not including food or rent in lieu of wages;

(2) Receipts from self-employment or from a farm or business after deductions for business or farm expenses;

(3) Regular payments for public assistance, Social Security, Unemployment or Workers Compensation, strike benefits, training stipends, alimony, child support, and military family allotments, or other regular support from an absent family member or someone not living in the household;

(4) Government employee pensions, private pensions, and regular insurance or annuity payments; and

(5) Income from dividends, interest, net rents, royalties, or income from estates and trusts.

(b) For eligibility purposes, income does not refer to the following money receipts:

(1) Any assets drawn down as withdrawals from a bank, sale of property, house or car, tax refunds, gifts, one-time insurance payments or compensation from injury;

(2) Non-cash income, such as the bonus value of food and fuel produced and consumed on farms and the imputed value of rent from owner-occupied farm or non-farm housing.

[64 FR 14115, Mar. 24, 1999. Redesignated at 72 FR 48584, Aug. 24, 2007]

§ 2551.45 Is a Senior Companion a federal employee, an employee of the sponsor or of the volunteer station?

Senior Companions are volunteers, and are not employees of the sponsor, the volunteer station, the Corporation, or the Federal Government.

[64 FR 14115, Mar. 24, 1999. Redesignated at 72 FR 48584, Aug. 24, 2007]

§ 2551.46 What cost reimbursements are provided to Senior Companions?

Cost reimbursements include:

(a) *Stipend.* Senior Companions who are income eligible will receive a stipend in an amount determined by the Corporation and payable in regular installments, to enable them to serve without cost to themselves. The stipend is paid for the time Senior Companions spend with their assigned clients, for earned leave, and for attendance at official project events.

(b) *Insurance.* A Senior Companion is provided with the Corporation-specified minimum levels of insurance as follows:

(1) *Accident insurance.* Accident insurance covers Senior Companions for personal injury during travel between their homes and places of assignment, during their volunteer service, during meal periods while serving as a volunteer, and while attending project-sponsored activities. Protection shall be provided against claims in excess of any benefits or services for medical care or treatment available to the volunteer from other sources.

(2) *Personal liability insurance.* Protection is provided against claims in excess of protection provided by other insurance. It does not include professional liability coverage.

(3) *Excess automobile liability insurance.* (i) For Senior Companions who drive in connection with their service, protection is provided against claims in excess of the greater of either:

(A) Liability insurance volunteers carry on their own automobiles; or

(B) The limits of applicable state financial responsibility law, or in its absence, levels of protection to be determined by the Corporation for each person, each accident, and for property damage.

(ii) Senior Companions who drive their personal vehicles to or on assignments or project-related activities must maintain personal automobile liability insurance equal to or exceeding the levels established by the Corporation.

(c) *Transportation.* Senior Companions shall receive assistance with the cost of transportation to and from volunteer assignments and official project activities, including orientation, training, and recognition events.

(d) *Physical examination.* Senior Companions are provided a physical examination prior to assignment and annually thereafter to ensure that they will be able to provide supportive service without injury to themselves or the clients served.

(e) *Meals and recognition.* Senior Companions shall be provided the following within limits of the project's available resources:

(1) Assistance with the cost of meals taken while on assignment; and

(2) Recognition for their service.

(f) *Leadership incentive.* Senior Companions who serve as volunteer leaders, assisting new Senior Companions or coordinating other Senior Companions in accordance with the Act, may be paid a monetary incentive.

(g) *Other volunteer expenses.* Senior Companions may be reimbursed for expenses incurred while performing their volunteer assignments provided these expenses are described in the Memorandum of Understanding negotiated with the volunteer station to which the volunteer is assigned, and there are sufficient funds available to cover these expenses and meet all other requirements identified in the notice of grant award.

[64 FR 14115, Mar. 24, 1999, as amended at 67 FR 60998, Sept. 27, 2002; 69 FR 20830, Apr. 19, 2004. Redesignated at 72 FR 48584, Aug. 24, 2007]

§ 2551.47 May the cost reimbursements of a Senior Companion be subject to any tax or charge, be treated as wages or compensation, or affect eligibility to receive assistance from other programs?

No. Senior Companion's cost reimbursements are not subject to any tax or charge or treated as wages or compensation for the purposes of unemployment insurance, worker's compensation, temporary disability, retirement, public assistance, or similar benefit payments or minimum wage laws. Cost reimbursements are

not subject to garnishment and do not reduce or eliminate the level of, or eligibility for, assistance or services a Senior Companion may be receiving under any governmental program.

[64 FR 14115, Mar. 24, 1999. Redesignated at 72 FR 48584, Aug. 24, 2007]

Subpart E—Senior Companion Terms of Service

§ 2551.51 What are the terms of service of a Senior Companion?

A Senior Companion shall serve a minimum of 15 hours per week and a maximum of 40 hours per week. A Senior Companion shall not serve more than 2088 hours per year. Within these limitations, a sponsor may set service policies consistent with local needs.

[67 FR 60998, Sept. 27, 2002]

§ 2551.52 What factors are considered in determining a Senior Companion's service schedule?

- (a) Travel time between the Senior Companion's home and place of assignment is not part of the service schedule and is not stipended.
- (b) Travel time between individual assignments is a part of the service schedule and is stipended.
- (c) Meal time may be part of the service schedule and is stipended only if it is specified in the goal statement as part of the service activity.

§ 2551.53 Under what circumstances may a Senior Companion's service be terminated?

- (a) A sponsor may remove a Senior Companion from service for cause. Grounds for removal include but are not limited to: extensive and unauthorized absences; misconduct; inability to perform assignments; and failure to accept supervision. A Senior Companion may also be removed from service for having income in excess of the eligibility level.
- (b) The sponsor shall establish appropriate policies on service termination as well as procedures for appeal from such adverse action.

Subpart F—Responsibilities of a Volunteer Station

§ 2551.61 May a sponsor serve as a volunteer station?

Yes, a sponsor may serve as a volunteer station, provided this is part of the application workplan approved by the Corporation.

[67 FR 60999, Sept. 27, 2002]

§ 2551.62 What are the responsibilities of a volunteer station?

A volunteer station shall undertake the following responsibilities in support of Senior Companion volunteers:

- (a) Develop volunteer assignments that meet the requirements specified in §§2551.71 through 2551.72, and regularly assess those assignments for continued appropriateness.
- (b) Select eligible clients for assigned volunteers.

- (c) Develop a written volunteer assignment plan for each client that identifies the role and activities of the Senior Companion and expected outcomes for the client served.
- (d) Obtain a Letter of Agreement for Senior Companions assigned in-home. This letter must comply with all Federal, State and local regulations.
- (e) Provide Senior Companions serving the station with:
 - (1) Orientation to the station and any in-service training necessary to enhance performance of assignments;
 - (2) Resources required for performance of assignments including reasonable accommodation; and
 - (3) Appropriate recognition.
- (f) Designate a staff member to oversee fulfillment of station responsibilities and supervision of Senior Companions while on assignment.
- (g) Keep records and prepare reports required by the sponsor.
- (h) Provide for the safety of Senior Companions assigned to it.
- (i) Comply with all applicable civil rights laws and regulations including reasonable accommodation for Senior Companions with disabilities.
- (j) Undertake such other responsibilities as may be necessary to the successful performance of Senior Companions in their assignments or as agreed to in the Memorandum of Understanding.

Subpart G—Senior Companion Placements and Assignments

§ 2551.71 What requirements govern the assignment of Senior Companions?

- (a) Senior Companion assignments shall provide for Senior Companions to give direct services to one or more eligible adults that:
 - (1) Result in person-to-person supportive relationships with each client served.
 - (2) Support the achievement and maintenance of the highest level of independent living for their clients.
 - (3) Are meaningful to the Senior Companion.
 - (4) Are supported by appropriate orientation, training, and supervision.
- (b) Senior Companions may serve as volunteer leaders, and in this capacity may provide indirect services. Senior Companions with special skills or demonstrated leadership ability may assist newer Senior Companion volunteers in performing their assignments and in coordinating activities of such volunteers.
- (c) Senior Companions shall not provide services such as those performed by medical personnel, services to large numbers of clients, custodial services, administrative support services, or other services that would detract from their assignment.

[67 FR 60999, Sept. 27, 2002]

§ 2551.72 Is a written volunteer assignment plan required for each volunteer?

(a) All Senior Companions performing direct services to individual clients in home settings and individual clients in community-based settings, shall receive a written volunteer assignment plan developed by the volunteer station that:

- (1) Is approved by the sponsor and accepted by the Senior Companion;
- (2) Identifies the client(s) to be served;
- (3) Identifies the role and activities of the Senior Companion and expected outcomes for the client(s);
- (4) Addresses the period of time each client is expected to receive such services; and
- (5) Is used to review the status of the Senior Companion's services in working with the assigned client(s), as well as the impact of the assignment on the client(s).

(b) If there is an existing plan that incorporates paragraphs (a)(2), (3), and (4) of this section, that plan shall meet the requirement.

(c) All Senior Companions serving as volunteer leaders shall receive a written volunteer assignment plan developed by the volunteer station that:

- (1) Is approved by the sponsor and accepted by the Senior Companion;
- (2) Identifies the role and activities of the Senior Companion and expected outcomes;
- (3) Addresses the period of time of service; and
- (4) Is used to review the status of the Senior Companion's services identified in the assignment plan, as well as the impact of those services.

[67 FR 60999, Sept. 27, 2002]

Subpart H—Clients Served

§ 2551.81 What type of clients are eligible to be served?

Senior Companions serve only adults, primarily older adults, who have one or more physical, emotional, or mental health limitations and are in need of assistance to achieve and maintain their highest level of independent living.

Subpart I—Application and Fiscal Requirements

§ 2551.91 What is the process for application and award of a grant?

(a) *How and when may an eligible organization apply for a grant?* (1) An eligible organization may file an application for a grant at any time.

(2) Before submitting an application an applicant shall determine the availability of funds from the Corporation.

(3) The Corporation may also solicit grant applicants. Applicants solicited under this provision are not assured of selection or approval and may have to compete with other solicited or unsolicited applications.

(b) *What must an eligible organization include in a grant application?* (1) An applicant shall complete standard forms prescribed by the Corporation.

(2) The applicant shall comply with the provisions of Executive Order 12372, "Intergovernmental Review of Federal Programs," (3 CFR, 1982 Comp., p. 197) in 45 CFR part 1233 and any other applicable requirements.

(c) *Who reviews the merits of an application and how is a grant awarded?* (1) The Corporation reviews and determines the merit of an application by its responsiveness to published guidelines and to the overall purpose and objectives of the program. When funds are available, the Corporation awards a grant in writing to each applicant whose grant proposal provides the best potential for serving the purpose of the program. The award will be documented by Notice of Grant Award (NGA).

(2) The Corporation and the sponsoring organization are the parties to the NGA. The NGA will document the sponsor's commitment to fulfill specific programmatic objectives and financial obligations. It will document the extent of the Corporation's obligation to provide financial support to the sponsor.

(d) *What happens if the Corporation rejects an application?* The Corporation will return to the applicant an application that is not approved for funding, with an explanation of the Corporation's decision.

(e) *For what period of time does the Corporation award a Senior Companion grant?* The Corporation awards a Senior Companion grant for a specified period that is usually 12 months in duration.

§ 2551.92 What are project funding requirements?

(a) *Is non-Corporation support required?* A Corporation grant may be awarded to fund up to 90 percent of the cost of development and operation of a Senior Companion project. The sponsor is required to contribute at least 10 percent of the total project cost from non-Federal sources or authorized Federal sources.

(b) *Under what circumstances does the Corporation allow less than the 10 percent non-Corporation support?* The Corporation may allow exceptions to the 10 percent local support requirement in cases of demonstrated need such as:

(1) Initial difficulties in the development of local funding sources during the first three years of operations; or

(2) An economic downturn, the occurrence of a natural disaster, or similar events in the service area that severely restrict or reduce sources of local funding support; or

(3) The unexpected discontinuation of local support from one or more sources that a project has relied on for a period of years.

(c) *May the Corporation restrict how a sponsor uses locally generated contributions in excess of the 10 percent non-Corporation support required?* Whenever locally generated contributions to Senior Companion projects are in excess of the minimum 10 percent non-Corporation support required, the Corporation may not restrict the manner in which such contributions are expended provided such expenditures are consistent with the provisions of the Act.

(d) *Are program expenditures subject to audit?* All expenditures by the grantee of Federal and non-Federal funds, including expenditures from excess locally generated contributions in support of the grant are subject to audit by the Corporation, its Inspector General, or their authorized agents.

(e) *How are Senior Companion cost reimbursements budgeted?* The total of cost reimbursements for Senior Companions, including stipends, insurance, transportation, meals, physical examinations, and recognition, shall be a sum equal to at least 80 percent of the amount of the federal share of the grant award. Federal, required non-Federal, and excess non-federal resources can be used to make up the amount allotted for cost reimbursements.

(f) *May a sponsor pay stipends at a rate different than the rate established by the Corporation? A sponsor shall pay stipends at the same rate as that established by the Corporation.*

§ 2551.93 What are grants management requirements?

What rules govern a sponsor's management of grants?

(a) A sponsor shall manage a grant in accordance with:

(1) The Act;

(2) Regulations in this part;

(3) 45 CFR Part 2541, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", or 45 CFR Part 2543, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations";

(4) The following OMB Circulars, as appropriate A-21, "Cost Principles for Educational Institution", A-87, "Cost Principles for State, Local and Indian Tribal Governments", A-122, "Cost Principles for Non-Profit Organizations", and A-133, "Audits of States, Local Governments, and Other Non-Profit Organizations" (OMB circulars are available electronically at the OMB homepage www.whitehouse.gov/WH/EOP/omb); and

(5) Other applicable Corporation requirements.

(b) Project support provided under a Corporation grant shall be furnished at the lowest possible cost consistent with the effective operation of the project.

(c) Project costs for which Corporation funds are budgeted must be justified as being necessary and essential to project operation.

(d) Volunteer expense items, including transportation, meals, recognition activities and items purchased at the volunteers' own expense and which are not reimbursed, are not allowable as contributions to the non-Federal share of the budget.

(e) Costs of other insurance not required by program policy, but maintained by a sponsor for the general conduct of its activities are allowable with the following limitations:

(1) Types and extent of and cost of coverage are according to sound institutional and business practices;

(2) Costs of insurance or a contribution to any reserve covering the risk of loss of or damage to Government-owned property are unallowable unless the government specifically requires and approves such costs; and

(3) The cost of insurance on the lives of officers, trustees or staff is unallowable except where such insurance is part of an employee plan which is not unduly restricted.

(f) Costs to bring a sponsor into basic compliance with accessibility requirements for individuals with disabilities are not allowable costs.

(g) Payments to settle discrimination allegations, either informally through a settlement agreement or formally as a result of a decision finding discrimination, are not allowable costs.

(h) Written Corporation approval/concurrence is required for the following changes in the approved grant:

(1) Reduction in budgeted volunteer service years.

(2) Change in the service area.

(3) Transfer of budgeted line items from Volunteer Expenses to Support Expenses. This requirement does not apply if the 80 percent volunteer cost reimbursement ratio is maintained.

[64 FR 14115, Mar. 24, 1999, as amended at 69 FR 20830, Apr. 19, 2004]

Subpart J—Non-Stipended Senior Companions.

§ 2551.101 What rule governs the recruitment and enrollment of persons who do not meet the income eligibility guidelines to serve as Senior Companions without stipends?

Over-income persons, age 60 or over, may be enrolled in SCP projects as non-stipended volunteers in communities where there is no RSVP project or where agreement is reached with the RSVP project that allows for the enrollment of non-stipended volunteers in the SCP project.

§ 2551.102 What are the conditions of service of non-stipended Senior Companions?

Non-stipended Senior Companions serve under the following conditions:

- (a) They must not displace or prevent eligible low-income individuals from becoming Senior Companions.
- (b) No special privilege or status is granted or created among Senior Companions, stipended or non-stipended, and equal treatment is required.
- (c) Training, supervision, and other support services and cost reimbursements, other than the stipend, are available equally to all Senior Companions.
- (d) All regulations and requirements applicable to the program, with the exception listed in paragraph (f) of this section, apply to all Senior Companions.
- (e) Non-stipended Senior Companions may be placed in separate volunteer stations where warranted.
- (f) Non-stipended Senior Companions will be encouraged but not required to serve an average of 20 hours per week and nine months per year. Senior Companions will maintain a close person-to-person relationship with their assigned special needs clients on a regular basis.
- (g) Non-stipended Senior Companions may contribute the costs they incur in connection with their participation in the program. Such contributions are not counted as part of the required non-federal share of the grant but may be reflected in the budget column for excess non-federal resources.

§ 2551.103 Must a sponsor be required to enroll non-stipended Senior Companions?

Enrollment of non-stipended Senior Companions is not a factor in the award of new or continuation grants.

§ 2551.104 May Corporation funds be used for non-stipended Senior Companions?

Federally appropriated funds for SCP shall not be used to pay any cost, including any administrative cost, incurred in implementing the regulations in this part for non-stipended Senior Companions.

Subpart K—Non-Corporation Funded SCP Projects

§ 2551.111 Under what conditions can an agency or organization sponsor a Senior Companion project without Corporation funding?

An eligible agency or organization who wishes to sponsor a Senior Companion project without Corporation funding, must sign a Memorandum of Agreement with the Corporation that:

- (a) Certifies its intent to comply with all Corporation requirements for the Senior Companion Program; and
- (b) Identifies responsibilities to be carried out by each party.

§ 2551.112 What benefits are a non-Corporation funded project entitled to?

The Memorandum of Agreement entitles the sponsor of a non-Corporation funded project to:

- (a) All technical assistance and materials provided to Corporation-funded Senior Companion projects; and
- (b) The application of the provisions of 42 U.S.C. 5044 and 5058.

§ 2551.113 What financial obligation does the Corporation incur for non-Corporation funded projects?

Entry into a Memorandum of Agreement with, or issuance of an NGA to a sponsor of a non-Corporation funded project, does not create a financial obligation on the part of the Corporation for any costs associated with the project, including increases in required payments to Senior Companion's that may result from changes in the Act or in program regulations.

§ 2551.114 What happens if a non-Corporation funded sponsor does not comply with the Memorandum of Agreement?

A non-Corporation funded project sponsor's noncompliance with the Memorandum of Agreement may result in suspension or termination of the Corporation's agreement and all benefits specified in §2551.112.

Subpart L—Restrictions and Legal Representation

§ 2551.121 What legal limitations apply to the operation of the Senior Companion Program and to the expenditure of grant funds?

(a) *Political activities.* (1) No part of any grant shall be used to finance, directly or indirectly, any activity to influence the outcome of any election to public office, or any voter registration activity.

(2) No project shall be conducted in a manner involving the use of funds, the provision of services, or the employment or assignment of personnel in a matter supporting or resulting in the identification of such project with:

(i) Any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election; or

(ii) Any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or

(iii) Any voter registration activity, except that voter registration applications and nonpartisan voter registration information may be made available to the public at the premises of the sponsor. But in making registration applications and nonpartisan voter registration information available, employees of the sponsor shall not express preferences or seek to influence decisions concerning any candidate, political party, election issue, or voting decision.

(3) The sponsor shall not use grant funds in any activity for the purpose of influencing the passage or defeat of legislation or proposals by initiative petition, except:

(i) In any case in which a legislative body, a committee of a legislative body, or a member of a legislative body requests any volunteer in, or employee of such a program to draft, review or testify regarding measures or to make representation to such legislative body, committee or member; or

(ii) In connection with an authorization or appropriations measure directly affecting the operation of the Senior Companion Program.

(b) *Non-displacement of employed workers.* A Senior Companion shall not perform any service or duty or engage in any activity which would otherwise be performed by an employed worker or which would supplant the hiring of or result in the displacement of employed workers, or impair existing contracts for service.

(c) *Compensation for service.* (1) An agency or organization to which NSSC volunteers are assigned or which operates or supervises any NSSC program shall not request or receive any compensation from NSSC volunteers or from beneficiaries for services of NSSC volunteers.

(2) This section does not prohibit a sponsor from soliciting and accepting voluntary contributions from the community at large to meet its local support obligations under the grant or from entering into agreements with parties other than beneficiaries to support additional volunteers beyond those supported by the Corporation grant.

(3) A Senior Companion volunteer station may contribute to the financial support of the Senior Companion Program. However, this support shall not be a required precondition for a potential station to obtain Senior Companion service.

(4) If a volunteer station agrees to provide funds to support additional Senior Companions or pay for other Senior Companion support costs, the agreement shall be stated in a written Memorandum of Understanding. The sponsor shall withdraw services if the station's inability to provide monetary or in-kind support to the project under the Memorandum of Understanding diminishes or jeopardizes the project's financial capabilities to fulfill its obligations.

(5) Under no circumstances shall a Senior Companion receive a fee for service from service recipients, their legal guardian, members of their family, or friends.

(d) *Labor and anti-labor activity.* The sponsor shall not use grant funds directly or indirectly to finance labor or anti-labor organization or related activity.

(e) *Fair labor standards.* A sponsor that employs laborers and mechanics for construction, alteration, or repair of facilities shall pay wages at prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, 40 U.S.C. 276a.

(f) *Nondiscrimination.* A sponsor or sponsor employee shall not discriminate against a Senior Companion on the basis of race, color, national origin, sex, age, religion, or political affiliation, or on the basis of disability, if the Senior Companion with a disability is qualified to serve.

(g) *Religious activities.* (1) A Senior Companion or a member of the project staff funded by the Corporation shall not give religious instruction, conduct worship services or engage in any form of proselytization as part of his or her duties.

(2) A sponsor or volunteer station may retain its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use Corporation funds to support any inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part.

(h) *Nepotism.* Persons selected for project staff positions shall not be related by blood or marriage to other project staff, sponsor staff or officers, or members of the sponsor Board of Directors, unless there is written

concurrence from the community group established by the sponsor under Subpart B of this part and with notification to the Corporation.

[64 FR 14115, Mar. 24, 1999, as amended at 69 FR 60095, Oct. 7, 2004]

§ 2551.122 What legal coverage does the Corporation make available to Senior Companions?

It is within the Corporation's discretion to determine if Counsel is employed and counsel fees, court costs, bail and other expenses incidental to the defense of a Senior Companion are paid in a criminal, civil or administrative proceeding, when such a proceeding arises directly out of performance of the Senior Companion's activities. The circumstances under which the Corporation shall pay such expenses are specified in 45 CFR part 1220.

Attachment K

Non Displacement of Employed Workers

TITLE 45--PUBLIC WELFARE
CHAPTER XII--CORPORATION FOR NATIONAL AND COMMUNITY SERVICE
PART 1216--NONDISPLACEMENT OF EMPLOYED WORKERS AND
NONIMPAIRMENT OF CONTRACTS FOR SERVICE

Section Contents

§ 1216.1-1 Purpose.

§ 1216.1-2 Applicability of this part.

§ 1216.1-3 Policy.

§ 1216.1-4 Exceptions.

Authority: Secs. 402(12), 404(a), 420 of Pub. L. 93-113, 87 Stat. 394, 408, 414.

Source: 40 FR 16209, Apr. 10, 1975, unless otherwise noted.

§ 1216.1-1 Purpose.

This part establishes rules to assure that the services of volunteers are limited to activities which would not otherwise be performed by employed workers and which will not supplant the hiring of, or result in the displacement of, employed workers or impair existing contracts for service. It implements section 404(a) of the Domestic Volunteer Service Act of 1973, Pub. L. 93-113 (the "Act").

§ 1216.1-2 Applicability of this part.

(a) All full-time and part-time volunteers assigned, referred or serving pursuant to grants, contracts, or agreements made pursuant to the Act.

(b) All agencies and organizations to which the volunteers in paragraph (a) of this section are assigned, referred or provide services.

§ 1216.1-3 Policy.

(a) Volunteers enrolled or participating in programs referred to in paragraphs (a) and (b) of §1216.1-2 may not perform any services or duties or engage in activities which would otherwise be performed by an employed worker as part of his assigned duties as an employee.

(b) Volunteer referred to in paragraph (a) of this section may not perform any services or duties or engage in activities which will supplant the hiring of employed workers. This prohibition is violated if, prior to engaging a volunteer, an agency or organization referred to in §1216.1-2(c) had intended to hire a person to undertake all or a substantial part of the services, duties, or other activities to be provided by the volunteer.

(c) Volunteers referred to in paragraph (a) of this section may not perform any services or duties or engage in activities which result in the displacement of employed workers. Such volunteers may not perform services or duties which have been performed by or were assigned to, any of the following:

- (1) Presently employed workers,
- (2) Employees who recently resigned or were discharged,
- (3) Employees who are on leave (terminal, temporary, vacation, emergency, or sick), or
- (4) Employees who are on strike or who are being locked out.

(d) Volunteers referred to in paragraph (a) of this section may not perform any services or duties or engage in activities which impair existing contracts for service. This prohibition is violated if a contract for services is modified or cancelled because an agency or organization referred to in §1216.1-2(b) engages a volunteer to provide or perform all or a substantial part of any services, duties, or other activities set forth in such contract. The term "contract for services" includes but is not limited to contracts, understandings and arrangements, either written or oral, to provide professional, managerial, technical, or administrative services.

(e) Agencies and organizations referred to in §1216.1-2(b) are prohibited from assigning or permitting volunteers referred to in §1216.1-2(a) to perform any services or duties or engage in any activities prohibited by paragraphs (a) through (d) of this section.

§ 1216.1-4 Exceptions.

(a) The requirements of §1216.1-3 are not applicable to the following, or similar, situations:

- (1) Funds are unavailable for the employment of sufficient staff to accomplish a program authorized or of a character eligible for assistance under the Act and the activity, service, or duty is otherwise appropriate for the assignment of a volunteer.
- (2) Volunteer services are required in order to avoid or relieve suffering threatened by or resulting from major natural disasters or civil disturbances.
- (3) Reasonable efforts to obtain employed workers have been unsuccessful due to the unavailability of persons within the community who are able, willing, and qualified to perform the needed activities.
- (4) The assignment of volunteers will significantly expand services to a target community over those which could be performed by existing paid staff, and the activity, service or duty is otherwise appropriate for the assignment of a volunteer and no actual displacement of paid staff will occur as a result of the assignment.

(b) For the purposes of paragraphs (a)(1) and (4) of this section, the assignment is not appropriate for the assignment of a volunteer if:

(1) The service, duty, or activity is principally a routine administrative or clerical task. This definition applies only to any service, duty, or activity performed by a volunteer receiving financial support apart from reimbursement for expenses.

(2) The volunteer is not directly in contact with groups or individuals whom the Act is designed to serve or is not performing services, duties, or engaged in activities authorized or of a character eligible for assistance under the Act.

DEFINITION OF TERMS

Act is the Domestic Volunteer Service Act of 1973, as amended (Public Law 93 -113, 87 Stat. 394, October 1, 1973, 87 Stat. 396, 42 U.S.C. 4950, et seq.)

Adult with Special Needs is any individual over 21 years of age who has one or more physical, emotional, or mental health limitations and is in need of assistance to achieve and maintain their highest level of independent living.

Advisory Council is a group of persons that the project sponsor formally organizes to assure community participation in the project. Projects may also use other organizational structures to achieve this goal. (See Community Advisory Group.)

Allowable Cost refers to a cost that conforms to any limitations or exclusions set forth in the Notices of Grant Award as well as the program regulations at 45 CFR 2551.93, which incorporate the OMB Cost Principle Circulars. The OMB Cost Principle Circulars define for all Federal grants which costs are allowable and not allowable.

Annual Income

- For serving volunteers annual income is the total cash and in-kind receipts from all sources over the preceding 12 months including: the applicant or enrollee's income, and the applicant or enrollee's spouse's income if the spouse lives in the same residence. The value of shelter, food, and clothing, must be counted if provided at no cost by persons related to the applicant/enrollee, or spouse.
- For applicants annual income is projected for the following twelve months.

Assignment refers to the activities to be performed by a volunteer after the matching of an individual Senior Companion with an individual client by the SCP project. Assignment also refers to the action taken to designate or assign the volunteer's functions or responsibilities.

Budget is a financial blueprint projecting expenditures for the grant award period. It must include all costs (cash or in-kind) necessary to meet the program work plan's goals and objectives. It will also include both Corporation funds and the sponsor's non-Federal contribution in the budget (cash or in-kind).

Budget Period is the time interval for which funding for a project grant is awarded.

Chief Executive Officer, or CEO, is the Chief Executive Officer of the Corporation appointed under the National and Community Service Act of 1990, as amended, (NCSA), 42 U.S.C. 12501 *et seq.*

CFR is the abbreviation for the Code of Federal Regulations, which is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government.

Community Advisory Group is an organizational structure determined by the sponsor, termed an “advisory council” in the SCP regulations, comprised of a group of persons that the project sponsor formally organizes to secure community participation in the project.

Corporation is the Corporation for National and Community Service established under the National Community Service Act (NCSA), as amended, 42 U.S.C. 1201 et seq., which administers the Senior Companion Program. The Corporation is sometimes referred to as “CNCS.”

Corporation State Office is the office of the Corporation for National and Community Service serving the state in which a project is located. It may be staffed by a State Program Director, State Program Specialists, and State Program Assistants. The Corporation State Office is a grantee’s primary point of contact with the Corporation.

Cost Reimbursements are reimbursements provided to volunteers such as stipends to cover incidental costs, meals, and transportation, to enable them to serve without cost to themselves. Also included are the costs of annual physical examinations, volunteer insurance, and recognition which are budgeted as Volunteer Expenses.

Department of Health and Human Services/Payment Management System, abbreviated as HHS/PMS, is an automated service managed by HHS. The PMS is a system that provides grant payment services which include the flow of cash and corresponding disbursement data between awarding agencies and grant recipients.

Direct Costs are costs which can be readily associated with a particular budget line item.

Director is the Director of the Senior Corps.

Disability is a physical or mental impairment which substantially limits one or more of such person's major life activities such as: caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

Exceptional Needs are one or more physical, emotional, or mental health limitation(s).

Excess Non-Federal is the amount of non-Federal cash and in-kind contributions generated by a sponsor in excess of the required percentage.

FAQs are Frequently Asked Questions

Field Financial Management Center (FFMC), maintains the financial, budgetary, and administrative matters of the Senior Corps. The FFMC is responsible for the receipt, approval and monitoring of all required financial documents from Senior Corps grant programs.

Handicap is a term sometimes used to describe a disability.

Hard-to-Reach individuals are those who are physically or socially isolated because of factors such as language, disability, or location.

Household refers to related or unrelated persons living under the same roof and sharing common living expenses.

Independent Living refers to a person's capacity to function outside a residential care facility in a family or community setting.

Indian Tribal Government means any Indian Tribe, Band, Nation, or other organized group or community (including any Alaskan Native Village or Regional Village Corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act) which is recognized by the United States or the state in which it resides as eligible for special programs and services provided to Indians because of their status as Indians.

Indirect Costs are costs that are incurred for common or joint objectives and cannot readily be associated with a particular budget line item. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that may be treated as indirect.

Internal Controls are a process, effected by an entity's management and other personnel, designed to provide reasonable assurance regarding the achievement of objectives in the categories of effectiveness and efficiency of operations, reliability of financial reporting, and compliance with applicable laws and regulations.

In-Home is the non-institutional assignment of a Senior Companion in a private residence.

In-Kind Contributions refer to budgeted amounts representing the value of non-cash contributions that may be provided by (1) the sponsor; or (2) public agencies and organizations, including Native American organizations; or (3) private organizations or individuals. They represent values of real property, equipment, goods, maintenance, and services that directly benefit the project. [See 45 CFR 2541.240 for local and state governments and 45 CFR 2543.23 for institutions of higher education, hospitals and non-profit organizations.]

In-Service Training refers to group meetings scheduled for an average of four hours each month, arranged by the sponsor to provide Senior Companions with expanded knowledge about assignment-related activities, supportive services available to them and the adults served, and special-interest subjects related to the program. Volunteer stations orient the volunteer to the station and provide any in-service training necessary to enhance performance of assignments at the station.

Leave, in referring to volunteers, refers to project-approved volunteer absences, and is administered according to the sponsor's policies for Senior Companions, which may allow for accumulation of stipended leave based on hours of service. Other absences are unstipended.

Letter of Agreement is a written agreement between a volunteer station, the sponsor, the Senior Companion, and the adult served or the persons legally responsible for that adult. It authorizes the assignment of a Senior Companion in the client's home, defines the Senior Companion's activities and delineates specific arrangements for supervision.

Local Support refers to contributions to the budget from non-Corporation cash resources, allowable in-kind contributions, or a combination of both. This may include funds from certain other Federal agencies, as permitted by law. These funds are categorized in the project budget plan as non-Federal resources.

Long-Term Care Facility is a facility that provides rehabilitative, restorative, and/or on-going skilled nursing care to patients or residents in need of assistance with daily living activities. Long-term care facilities include nursing homes, rehabilitation facilities, inpatient behavioral health facilities, and long-term chronic care hospitals.

Memorandum of Understanding (MOU) is a written statement prepared and signed by the Senior Companion Program sponsor and the volunteer station, which identifies project requirements, working relationships, and mutual responsibilities.

NCSA, or the National Community Service Act, as amended, 42 U.S.C. 12501 et seq., is the act that established the Corporation for National and Community Service.

Non-Corporation Funded SCP Volunteer is an eligible volunteer whose stipend and other costs are supported with non-Corporation resources.

Non-Corporation Stipended Senior Companions are volunteers whose stipends are paid by the sponsor from funds other than those provided by the Corporation for National and Community Service.

Non-Stipended Senior Companions are persons aged 60 or older with incomes that exceed the Corporation's eligibility guidelines who are enrolled in an SCP project and serve as Senior Companions without receiving a stipend.

OMB is the Office of Management and Budget, which oversees and coordinates the Administration's procurement, financial management, information, and regulatory policies. In each of these areas, OMB's role is to help improve administrative management, to develop better performance measures and coordinating mechanisms, and to reduce any unnecessary burdens on the public.

Performance Measure is the part of the PFI work plan that includes the results (accomplishments and outcomes) that a grantee selects to fulfill performance measurement requirements. A strong performance measure contains the result, indicator(s), measure(s), and target.

Placement is the assignment of a Senior Companion to a volunteer station in response to a request from the volunteer station.

Programming for Impact, abbreviated as PFI, is Senior Corp's approach to developing, assessing, and reporting on outcome-based assignments that achieve measurable results in response to community needs. The five elements of PFI are community need, service activity, inputs, accomplishments, and impact or outcomes.

Project is the locally planned and implemented Senior Companion activity or set of activities as agreed to by the Corporation and the sponsor.

Project Period is the three-year period of performance of an SCP grant.

Proprietary Health Care Facilities are health care facilities that are privately owned and operated for profit.

Required Non-Federal Share is the percentage share of non-Federal cash and in-kind contributions required to be raised by the sponsor in support of the grant, including non-Corporation Federal as permitted by law, state and local governments and privately raised contributions. Also called grantee share.

Senior Corps or National Senior Service Corps (NSSC) is the collective name for the Foster Grandparent Program (FGP), the Retired and Senior Volunteer Program (RSVP), the Senior Companion Program (SCP), and Demonstration Programs established under Title II, Parts A, B, C, and E, of the Act.

Service Area is a geographically defined area in which Senior Companions are recruited, enrolled, and assigned.

Service-learning, in the context of Senior Corps programs, is a learning method that allows volunteers to reflect on their volunteer experiences and apply their insights.

Service Schedule is a written delineation of the days and times a Senior Companion serves each week.

Sponsor is public agency or private non-profit organization, either secular or faith-based, which is responsible for the operation of a Senior Companion project.

Stipend is a payment to Senior Companions to enable them to serve without cost to themselves. The amount of the stipend is determined by the Corporation and is payable in regular installments. The minimum amount of the stipend is set by law and is adjusted by the CEO from time to time. In accordance with the Domestic Volunteer Service Act, the stipend is not taxable income.

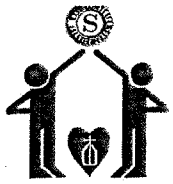
Trust Act means the National and Community Service Trust Act of 1993 (NCSTA) Pub. L. 103-82, Sept. 21, 1993, 107 Stat. 785.

United States and States mean the several states, the District of Columbia, the U.S. Virgin Islands, the Commonwealth of Puerto Rico, Guam, American Samoa, and the Trust Territories of the Pacific Islands.

Volunteer Assignment Plan is a written description of a Senior Companion's assignment with a client. The plan identifies specific outcomes for the client served and the activities of the Senior Companion.

Volunteer Service Year (VSY) is a budget term which equals 1,044 hours.

Volunteer Station is a public agency, secular or faith-based private non-profit organization, or proprietary health care organization that accepts the responsibility for assignment and supervision of Senior Companions in health, education, social service or related settings such as multi-purpose centers, home health care agencies, or similar establishments. Each volunteer station must be licensed or otherwise certified, when required, by the appropriate state or local government. Private homes are not volunteer stations.



Senior Companion Program

Serving Fresno, Kings, Madera, Merced, & Tulare County

Attachment M

PROGRAM DESCRIPTION

Clients:

All potential clients must be 55 years or older.

Cost:

There is no cost for clients who are in need of a companion.

Placement:

The Senior Companion Program does not directly place Companions in the homes of clients. We have partner agencies in the community who facilitate this portion of the program. If you contact our office we will assess your need and direct you to the agency best suited to place you with a trained companion. This process is in place for referring agencies.

Service Area:

We currently serve Fresno and Madera Counties.

Companions:

All senior companions (volunteers) must be 55 years or older and meet income requirements. They must also have valid identification. Upon attending two week training, a potential companion will undergo a background check and be fingerprinted. The program requires that Companions must also be given clearance from their primary care physician.

What Companions Provide:

Companions assist in a wide range of areas including: light meal prep, shopping, light household tasks, respite care and most importantly friendship. They also aid in helping clients to maintain happy healthy independent lives.

Companion Recruitment:

Training to become a Senior Companion takes place twice a year. Applications in both English and Spanish are accepted and kept on file until training dates become available. Call for the orientation dates.

Compensation:

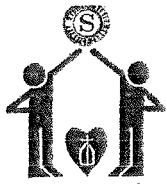
For their weekly 15-20 hours of volunteer service a companion receives a modest non-taxable stipend, transportation allowance and the proven benefits of volunteering, better health and increase happiness.

Transportation:

Bus number 28 stops at the Catholic Charities Diocese of Fresno parking lot next to the office.

Contact: Lorraine or Alan
Address: 149 North Fulton Street
Fresno, California 93701
Phone: 559.498.6377

Senior Companion Program
Catholic Charities, Diocese of Fresno
149 N. Fulton, Fresno, CA 93701
559.498.6377



Senior Companions...
Serve Your Neighbor

Senior Companion Program

Serving Fresno, Kings, Madera, Merced, & Tulare County

Fax: 559.485.1591

Office Use Only	
Total Income	_____
Number in Home	_____
Approved by	_____
Date Trained	_____

PLEASE PRINT

Date of Application: _____

1. Full Name: MR. MRS. MISS MS. _____
First Middle Last

2. Address: _____ City: _____ Zip Code: _____

3. Telephone Number: (____) _____ 4. Social Security #: _____

5. Are you: Married Widowed Single Divorced

6. Date of Birth: _____ Age: _____

7. Highest Level of Education Completed: Grade _____ High School _____ College _____

8. What types of paid employment have you had? _____

9. What types of volunteer work have you done? _____

10. Have you ever been a Senior Companion, Foster Grandparent, or RSVP Volunteer?

No Yes When & where? _____

11. Why are you applying to volunteer? _____

12. How did you hear about our program? _____

13. Who should be notified in case of an emergency? (someone not living with you)

Name: _____ Telephone: _____ Relationship: _____

PLEASE RETURN TO:

Senior Companion Program
Catholic Charities, Diocese of Fresno
149 N. Fulton, Fresno, CA 93701
559.498.6377

PLEASE TURN OVER
And complete the back

14. Physician's name: _____ Telephone: _____

15. Physical Condition: Excellent Good Fair Poor

A pre-service physical is required at the end of training

Please explain: _____

16. Do you: Drive Use public transportation

We will ask to photocopy your driver's license and insurance card as required by California State law

17. Do you have a police record? No Yes Please explain: _____

These programs require a fingerprint/background check

19. List two (2) people not related to you that may be contacted as references.

Name: _____ Address: _____ Phone: _____

Name: _____ Address: _____ Phone: _____

20. Including yourself, how many people live in your home? _____

21. In order to receive a stipend, please list all of your MONTHLY income and that of your spouse.

YOUR INCOME

INCOME OF SPOUSE

(If living in the same

Social Security

SSI

Pension/Retirement

Interest

Net Income from Rentals

Income from Investments

Other

Total Income

22. List any out of pocket medical expenses (any expense for doctor, dentist, eye doctor or over the counter medication) incurred each month (items & dollar amount)

23. Ethnicity: (Optional) _____

QUICK PRIMER ON DISCRIMINATION

Civil rights laws are complex, and **neither direct evidence of discrimination nor direct proof of intent to discriminate is needed for discrimination to be found.** Therefore, past actions -- e.g., patterns in decisions, statements made in any contexts, or rules followed/not followed -- or actions taken regarding other persons -- e.g., sent to training, given warning in lieu of a reprimand or termination -- may determine the outcome of a claim of discrimination, even if the past action appears to have no relationship to a present discrimination claim.

Definition of Discrimination

- Dictionary Definition:** Different treatment
- Legal Definition:** Different treatment **because of** a difference in race, color, religion, sex, national origin, age, mental or physical disability, sexual orientation, or political affiliation
- Regulatory Expansion:** Different treatment **because of** reprisal for: (a) participation in the discrimination complaint process, or (b) expressing opposition to an action made illegal by the civil rights acts or other applicable laws.

Determination of Discrimination

When direct, straightforward evidence of discrimination exists, it is relatively easy to determine whether legally discrimination occurred. Such evidence could include:

- Racial epithets, sexual slurs, repeated jokes about accent or heritage.
- A recruitment brochure which describes a job as "Fit for a Queen," or a recruitment poster asks, "Are you the right man?"
- Interview notes read "too old for this job" or qualification requirements call for "trainee between the ages of 21 and 24."

Such evidence is not needed, however, for discrimination under the law to have occurred. Discrimination may be **inferred** when two persons of different race, sex, etc. groups receive different treatment. Different treatment is determined by comparing persons who are **similarly situated**, i.e., they are so situated that it is reasonable to expect they would receive the same treatment in the context of a particular employment or service decision.

The determination as to whether an action was **because of** race, sex, etc., uses the following disparate treatment analytical model:

Step One: Complainant must establish a "prima facie" case of discrimination, i.e., establish enough so that the case is not immediately dismissed and the employer or grantee must respond to the allegation(s). This establishes a rebuttable presumption of discrimination. Often comparative evidence is presented that a similarly situated person of another race, sex, etc. group was treated more favorably than the complainant. That is, the complainant was treated less favorably than a person who is so situated that it is reasonable to expect he or she would receive the same treatment in terms of a particular employment or service decision.

If the complainant establishes a prima facie case, the employer's or grantee's response is examined. If the complainant does not do so, a finding of no discrimination must be made.

Step Two: The employer or grantee must set forth a legitimate, nondiscriminatory reason for its action. If the employer or grantee does this, pretext is examined. If employer or grantee does not do so, a finding of discrimination must be made.

Step Three: The complainant must establish the employer's or grantee's stated reason is pretext for prohibited discrimination, i.e., stated reason is not credible or it masks/cloaks the real reason which is prohibited discrimination. If the complainant establishes pretext, a finding of discrimination must be made. If the complainant does not do so, a finding of no discrimination must be made.

Burden of Proof

Generally, the **complainant carries the burden of proof** and must establish his or her case by a **preponderance of the evidence**, i.e., if evidence is a football field, complainant must carry the ball over the 50 yard line, into the employer's territory.

Exception One: Direct, straightforward evidence of discrimination shifts burden of proof to the employer or grantee, who must prove it did not discriminate by clear and convincing evidence (a much higher standard than preponderance of the evidence)

Exception Two: Mixed motive cases (both discriminatory and nondiscriminatory motives established). The employer or grantee must prove, by the higher level clear and convincing evidence, that, absent discrimination, the same action would have occurred (e.g., same person would have been selected); if the employer or grantee meets its burden of proof, it is still liable for discrimination, but relief is limited to declaratory relief, certain injunctive relief, and attorney's fees and costs (relief may not include personal relief such as retroactive hiring, reinstatement, and compensatory damages)

Attachment O

CIMA Senior Companion Insurance



Coverage for good.®

VOLUNTEERS INSURANCE SERVICE (VIS)® INSURANCE PROGRAM

It doesn't happen often, but when it does, the results can be serious...a volunteer is injured, or injures someone else, while performing his or her volunteer duties. One of the benefits of volunteering for this organization is that you are provided insurance protection in case these things happen to you. There are three kinds of coverage; check with your volunteer coordinator to see which coverages your organization has chosen to provide to you.

SUMMARY OF COVERAGES

I. Excess Accident Medical Coverage

This coverage is in excess of any other health insurance that you have in place. The excess accident medical coverage will pay up to \$50,000 for medical treatment, hospitalization and licensed nursing care required as the result of a covered accident. The insurance applies while you are traveling directly to and from, and while you are participating in, volunteer-related activities. **Initial medical expenses must be incurred within 60 days of the accident. Expenses are then covered for a one-year period following the accident.**

Dental care is covered up to \$500 per tooth for accidental injury to teeth and repair of dentures. Maximum benefit is \$900 per accident.

This coverage also provides up to \$50 for repair or replacement of eyeglass frames and up to \$50 for repair or replacement of eyeglass prescription lenses damaged as a result of a covered accident.

The maximum payment under this coverage, including dental and eyeglass expenses, is \$50,000.

This insurance does not duplicate benefits payable under any other valid and collectible insurance coverage.

Accidental Death and Dismemberment Coverage - In addition to the accident medical coverage, the plan will pay benefits for death or loss of limb or sight, occurring within one year as a result of a covered accident. See coverage details at www.cimaworld.com.

Exclusions to Accident Insurance - A complete listing of the exclusions is detailed in the insurance policy. Please go to www.cimaworld.com for details.

II. Excess Volunteer Liability Insurance

All registered volunteers (collectively) of an organization are provided with excess volunteer liability insurance at a limit of \$1,000,000 per occurrence (subject to an annual aggregate for each named organization.) This policy provides protection if you are liable for bodily injury or property damage arising out of the performance of your duties. **This coverage is in excess of and noncontributing with any other valid and collectible insurance you may have.**

Exclusions to Volunteer Liability Insurance - A complete listing of the exclusions is included in the insurance policy details, which are available at www.cimaworld.com.

III. Excess Automobile Liability Insurance

This coverage provides an extra layer of protection for you as a registered volunteer driver while performing your duties. This insurance applies only after your own insurance is exhausted, or the policy's retention has been exceeded. You are protected for bodily injury or property damage claims arising out of your activities (including driving directly between your home and your workstation).

The liability policy is written at a combined single limit (including both bodily injury and property damage) of \$500,000 each accident. This insurance is in excess of the lesser of:

- A. \$50,000 each accident
- B. an amount equal to the applicable limits of liability of any other collectible insurance; or
- C. an amount equal to the minimum limit of liability required under the motor vehicle financial responsibilities laws of the state in which the accident occurs.

It is important to remember that you must maintain your own auto liability coverage at least equal to the state-required minimums. Also, please remember that this coverage does not apply to any damage to your vehicle.

Exclusions to Excess Automobile Liability Insurance - A complete listing of the exclusions is in the policy details at www.cimaworld.com.

IV. Commonly asked questions

- ***My car was damaged in an accident while I was volunteering; will you cover my deductible for the repairs?***
No. The coverage is for liability claims only. There is no coverage for damage to your car.
- ***I have medical bills related to an accident while I was volunteering. Who do I send the bills to?***
The accident medical plan pays in excess of any other health insurance coverage you have. Send all of the bills to your current health insurance company. If not everything is paid, follow the instructions below for filing a claim.
- ***I see that the policy provides excess protection if I cause bodily injury or property damage. What if there is an allegation of sexual misconduct or sexual abuse?***
The policy does not provide protection in the event of a criminal proceeding, but it may provide protection in the event of a civil proceeding. You would be entitled to a defense against an allegation of sexual abuse or sexual misconduct under the volunteer liability contract. However, the policy would not defend or indemnify you if you admitted wrongdoing, or if the allegations against you proved true.
- ***How do I file a claim?***
For any type of claim, you first need to see your volunteer coordinator. If you have an accident claim, you will need a "proof of loss" form (available at our Web site www.cimaworld.com.) Both you and the coordinator must complete the form and send it to CIMA. Keep a copy for your records. Submit your bills to Medicare or any other existing insurance first. Once you have their "explanation of benefits" form(s), send those to CIMA at the address shown on this brochure, along with a copy of your "proof of loss" form. For a claim against you alleging that you caused bodily injury or property damage while volunteering, contact your volunteer coordinator immediately. Provide as much detail as possible about the incident, and obtain any police reports. Your coordinator will then pass this information to CIMA, along with a statement that you were volunteering at the time of the incident.

Further Questions?

Visit our Web site, www.cimaworld.com. We have copies of the policies along with additional information concerning the extent and the limitations of these policies.

This brochure is for general description purposes only. It does not amend, modify or supplement any insurance policy. Consult the actual policy for details regarding terms, conditions, coverage, exclusions, products, services and programs which may be available to you.

About Volunteers Insurance Service:

This insurance program is provided by Volunteers Insurance Service Association, Inc. (VIS), a risk purchasing group formed and operating pursuant to the Liability Risk Retention Act of 1986 (15 USC 3901 et seq.). VIS's Articles of Incorporation, Financial Information, and a list of the members of VIS's Board of Directors are available to VIS Members upon request.

Plan administered by:

THE CIMA COMPANIES, INC.

2750 KILLARNEY DR., SUITE 202, WOODBRIDGE VA 22192

TELEPHONE 703.739.9300, 800.468.4200

FAX 703.739.0761

E-MAIL Volunteers@cimaworld.com

WWW.CIMAWORLD.COM

1. Insurance:

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

Minimum Scope and Limits of Insurance

Partner Agency 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 with no coinsurance penalty provision.

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

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 use by Partner Agency of entity's Facilities.
- Partner Agency'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 in excess of the Partner Agency'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.

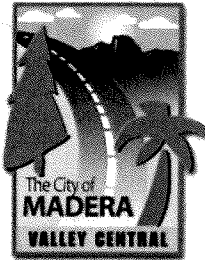
Acceptability of Insurers

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

Partner Agency 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.

2. **Indemnification:** City shall not be liable to Partner Agency, and Partner Agency hereby waives all claims against City, for any injury or damage to any person or property in or about the Subject Property by or from any cause whatsoever, except injury or damage to Partner Agency resulting from the intentional wrongful acts of City or its agents. Partner Agency agrees to defend, hold harmless and indemnify the City, its boards, officers, officials, agents, contractors, volunteers and employees from any and all claims, causes of actions or demands arising out of or in connection with this agreement and/or Partner Agency's use of the Subject Property including litigation costs and attorney's fees.



REPORT TO CITY COUNCIL

COUNCIL MEETING OF December 21, 2016

AGENDA ITEM NUMBER B-18

APPROVED BY


DEPARTMENT DIRECTOR


CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION ACCEPTING A PERMANENT UTILITY EASEMENT, LOCATED NORTH OF AVENUE 17 AND WEST OF SR 99, OFFERED BY HORIZON ENTERPRISES, LP, AND AUTHORIZING THE CITY CLERK TO EXECUTE A CERTIFICATE OF ACCEPTANCE

RECOMMENDATION:

That the City Council approves Resolution No. 16 - ____:

1. Accepting the PERMANENT UTILITY EASEMENT as offered by **HORIZON ENTERPRISES, LP**
2. Authorizing the City Clerk to execute of the Certificate of Acceptance for said offers.

SUMMARY:

HORIZON ENTERPRISES, LP, Owner, has offered a permanent utility easement to the City for the use and maintenance of a previously installed water main. Engineering staff hereby requests City Council accept the permanent utility easement dedication on behalf of the City for water main purposes.

Engineering

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

www.madera-ca.gov

HISTORY:

Approximately ten years ago, the City was involved in processing a project by Zelman Development Company entitled "Madera Town Center", located at the northeast corner of State Route 99 and Avenue 17. Although on-site construction of this project never happened, some of the off-site water main construction west of SR 99 that was related to the Madera Town Center project was completed. One portion of this off-site water main that was constructed on Horizon property through a temporary right-of-entry agreement should have also had a permanent utility easement recorded but did not. Accepting this permanent utility easement will complete the process started but not completed.

FISCAL IMPACT:

Acceptance of the aforementioned PERMANENT UTILITY EASEMENT imposes no additional expense to the City or the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Acceptance of this offer of dedication is consistent with Action 101.6, which calls for the City to ensure that infrastructure can sustain population growth, as well as action 126, which calls for safe and aesthetically pleasing streets.

RESOLUTION NO. 16 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING A PERMANENT UTILITY EASEMENT, LOCATED NORTH OF AVENUE 17 AND WEST OF SR 99, OFFERED BY HORIZON ENTERPRISES, LP, AND AUTHORIZING THE CITY CLERK TO EXECUTE A CERTIFICATE OF ACCEPTANCE

WHEREAS, property owner, **HORIZON ENTERPRISES, LP**, has offered for dedication to the City a PERMANENT UTILITY EASEMENT for water main purposes (said easement is on file with the City Clerk); and

WHEREAS, the City Engineer has certified to this Council that the easement offered meets the City's requirements for rights to use, access and maintain a previously installed water main within said easement.

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 Permanent Utility Easement on file with the City Clerk is accepted.
3. The City Clerk is hereby authorized and directed to execute the Certificate of Acceptance for said offer, and cause said easement to be recorded in the Office of the Recorder of the County of Madera.
4. This resolution is effective immediately upon adoption.

* * * * *

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City of Madera

City Clerk

205 W. 4th Street

Madera, CA 93637

Fee waived per Section 27383 of the Government Code

APN: 013-210-008

No Fee Due _____

No Doc Tax Due _____

PERMANENT UTILITY EASEMENT

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **HORIZON ENTERPRISES, LP, A CALIFORNIA LIMITED PARTNERSHIP**, DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

A perpetual easement for the construction, operation, use, maintenance, repair, replacement, reconstruction and removal of pipelines and all underground and surface appurtenances for conducting water and any facilities ancillary thereto for municipal water line purposes and the rights of ingress and egress, over, on, under, through and across, on and in the real property in the City of Madera, California, County of Madera, State of California, described and depicted on Exhibits "A" and "B", respectively, attached hereto and made a part hereof.

The GRANTOR(s), its successors and assigns agree that:

1. No buildings, structures, walls, fences, or trees shall be placed upon, over or under said parcel of land for the duration of this easement, except that said parcel may be improved and used for street, road or driveway purposes, trail, path or parking lot, non-vehicular public access, or shallow root landscaping purposes, and for other utilities, insofar as such use does not interfere with its use by the CITY for the purposes for which it is granted.
2. The CITY shall not be liable for any damage to any of the GRANTOR(s) improvements placed upon said parcel due to the CITY's operations using reasonable care.
3. Should any of the CITY facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the GRANTOR(s), or its successors and assigns, shall bear the full cost of such relocation or repair, unless changes in grade or other construction are done with the prior written consent of the CITY.

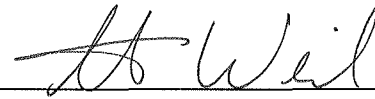
APN: 013-210-008

4. The GRANTOR shall not allow any obstructions, which may impede or interfere with the CITY's use of or access to said easement.
5. CITY shall have the right, but not the obligation to cut, trim, remove trees, brush, and/or remove other unauthorized obstructions, which may impede or interfere with the CITY's use.
6. All provisions of this easement, including the benefits and burdens, run with the land and are binding upon and enure to the GRANTOR(s), the CITY, and their heirs, assigns, successors, tenants, and personal representatives.
7. Signator for GRANTOR(s) warrant that it has the legal authority to bind the party hereto and GRANTOR(s) warrant that it may legally grant the rights described herein.

HORIZON ENTERPRISES, LP
A California Limited Partnership

By: 
Martin Weil, General Partner

Date: 10/13/16

By: 
Steven Weil, General Partner

Date: 10/13/16

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of ~~Madera~~ Fresno)

On Oct. 13, 16 before me, Helen Heath, Notary Public
Date Here Insert Name and Title of Officer

personally appeared Steven Weil
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Helen Heath (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of ~~Madera~~ Fresno)

On Oct. 13, 2016 before me, Helen Heath, Notary Public
Date Here Insert Name and Title of Officer
personally appeared Martin Weil
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Helen Heath (Seal)



EXHIBIT "A"
LEGAL DESCRIPTION
WATERLINE EASEMENT

IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, BEING A STRIP OF LAND, 20.00 FEET WIDE, LYING WITHIN THAT CERTAIN PARCEL BEING A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS DESCRIBED IN A DEED RECORDED JUNE 16, 1993 AS INSTRUMENT No. 93-15664, OFFICIAL RECORDS OF SAID COUNTY, THE CENTERLINE OF SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 3; THENCE ALONG THE SOUTH LINE OF SAID SECTION 3, SOUTH 89°40'23" WEST, 1398.71 FEET TO A POINT ON THE CENTERLINE OF GOLDEN STATE BOULEVARD, 60 FEET WIDE; THENCE, LEAVING SAID SOUTH LINE AND ALONG THE CENTERLINE OF SAID GOLDEN STATE BOULEVARD, NORTH 00°30'40" WEST, 685.54 FEET; THENCE, LEAVING SAID CENTERLINE, NORTH 89°29'20" EAST, 30.00 FEET TO THE WEST LINE OF SAID PARCEL AND THE TRUE POINT OF BEGINNING; THENCE, LEAVING SAID WESTERLY LINE, THE FOLLOWING FOUR (4) COURSES:

1. CONTINUING NORTH 89°29'20" EAST, 89.27 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 3,000.00 FEET;
2. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°46'04", AN ARC LENGTH OF 92.58 FEET;
3. SOUTH 88°44'37" EAST, 104.14 FEET;
4. NORTH 46°15'23" EAST, 47.78 FEET TO THE EASTERLY LINE OF SAID PARCEL BEING ALSO THE WESTERLY LINE OF HIGHWAY 99.

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED AS TO TERMINATE IN THE EASTERLY AND WESTERLY LINES OF SAID PARCEL.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO ALL COVENANTS, RIGHTS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

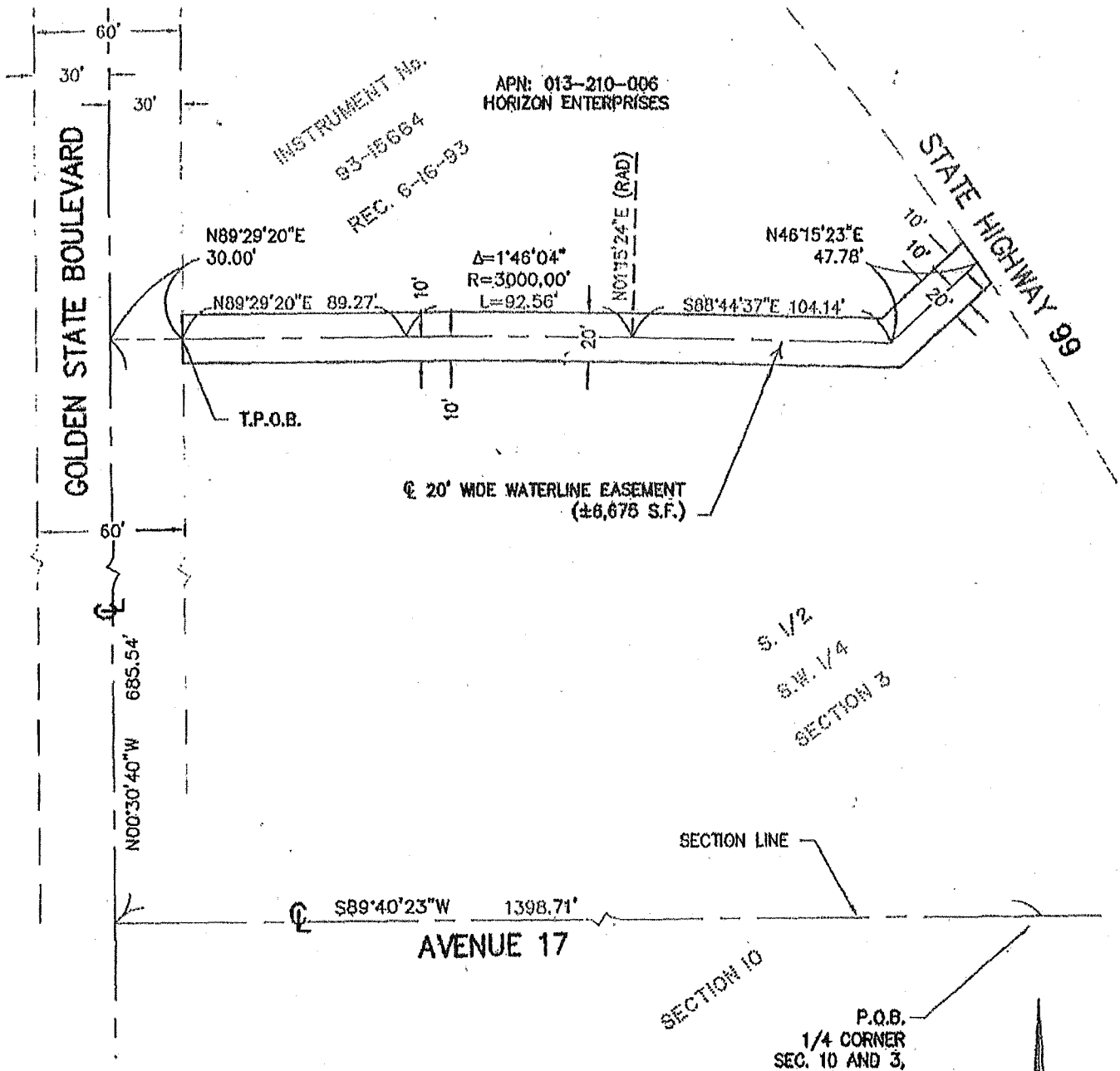
CONTAINING 6,675 SQUARE FEET, MORE OR LESS.



EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"

L:\2007\07-500 Madera\EX\Avenue 17\07-500waterline.dwg 3/24/2008 11:50:45 AM PLO



INSTRUMENT No.
83-15664
REC. 6-16-93

APN: 013-210-006
HORIZON ENTERPRISES

GOLDEN STATE BOULEVARD

STATE HIGHWAY 99

± 20' WIDE WATERLINE EASEMENT
(±6,675 S.F.)

S. 1/2
S.W. 1/4
SECTION 3

SECTION LINE

AVENUE 17

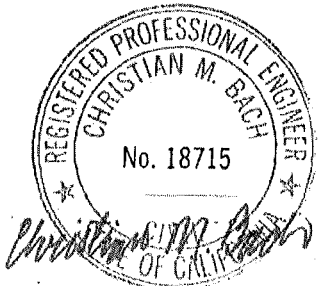
SECTION 10

P.O.B.
1/4 CORNER
SEC. 10 AND 3,
T.11 S., R.17 E., M.D.B.&M.

LEGEND

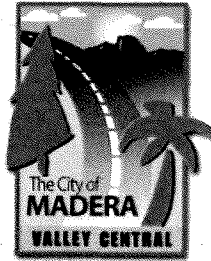
- CENTERLINE
- WATERLINE EASEMENT
- EXISTING RIGHT OF WAY

EXHIBIT "B"
CITY OF MADERA, CALIFORNIA



SCALE: 1"=60'
SHEET 1 OF 1





REPORT TO CITY COUNCIL

COUNCIL MEETING OF December 21, 2016

AGENDA ITEM NUMBER B-19

APPROVED BY


DEPARTMENT DIRECTOR


CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION ACCEPTING A PERMANENT UTILITY EASEMENT, LOCATED NORTH OF AVENUE 17 AND EAST OF SR 99, OFFERED BY ZELMAN MADERA LLC, A DELAWARE LIMITED LIABILITY COMPANY, AUTHORIZING THE CITY CLERK TO EXECUTE A CERTIFICATE OF ACCEPTANCE AND CAUSE THE CERTIFICATE OF ACCEPTANCE TO BE RECORDED

RECOMMENDATION:

That the City Council approves Resolution No. 16 - ____:

1. Accepting the PERMANENT UTILITY EASEMENT as offered by **ZELMAN MADERA LLC, A DELAWARE LIMITED LIABILITY COMPANY**
2. Authorizing the City Clerk to execute of the Certificate of Acceptance for said offers and cause the certificate to be recorded.

SUMMARY:

ZELMAN MADERA LLC, A DELAWARE LIMITED LIABILITY COMPANY, Owner, has offered a permanent utility easement to the City for the use and maintenance of a new water main. Engineering staff hereby requests City Council accept the permanent utility easement dedication (attached hereto) on behalf of the City for water main purposes.

Engineering

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

www.madera-ca.gov

HISTORY:

Approximately ten years ago, the City was involved in processing a project by Zelman Development Company (now known as Zelman Madera LLC) entitled "Madera Town Center", located at the northeast corner of State Route 99 and Avenue 17. Although on-site construction of this project never happened, it was understood that water system master plan pipe construction would occur on the Madera Town Center property. Zelman Madera LLC is willing to grant to the City a permanent utility easement for construction of that water main although larger in size and in a different location than that originally proposed. The proposed location and size is in conformance with that shown in the current City Water System Master Plan. Accepting this permanent utility easement is appropriate for the orderly development of a looped water main for the commercial/retail area surrounding Avenue 17 at State Route 99.

FISCAL IMPACT:

Acceptance of the aforementioned PERMANENT UTILITY EASEMENT imposes no additional expense to the City or the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Acceptance of this offer of dedication is consistent with Action 101.6, which calls for the City to ensure that infrastructure can sustain population growth, as well as action 126, which calls for safe and aesthetically pleasing streets.

RESOLUTION NO. 16 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING A PERMANENT UTILITY EASEMENT, LOCATED NORTH OF AVENUE 17 AND EAST OF SR 99, OFFERED BY ZELMAN MADERA LLC, A DELAWARE LIMITED LIABILITY COMPANY, AUTHORIZING THE CITY CLERK TO EXECUTE A CERTIFICATE OF ACCEPTANCE AND CAUSE THE CERTIFICATE OF ACCEPTANCE TO BE RECORDED

WHEREAS, property owner, **ZELMAN MADERA LLC, A DELAWARE LIMITED LIABILITY COMPANY**, has offered for dedication to the City a PERMANENT UTILITY EASEMENT for water main purposes (on file with the City Clerk); and

WHEREAS, the City Engineer has certified to this Council that the easement offered meets the City's requirements for rights to use, access and maintain a future water main to be installed within said easement.

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 Permanent Utility Easement on file with the City Clerk is accepted.
3. The City Clerk is hereby authorized and directed to execute the Certificate of Acceptance for said offer, and cause said easement to be recorded in the Office of the Recorder of the County of Madera.
4. This resolution is effective immediately upon adoption.

* * * * *

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City of Madera

City Clerk

205 W. 4th Street

Madera, CA 93637

Fee waived per Section 27383 of the Government Code

No Fee Due _____

APN: 013-240-001

No Doc Tax Due _____

PERMANENT UTILITY EASEMENT

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **ZELMAN MADERA LLC, A DELAWARE LIMITED LIABILITY COMPANY**, DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

A perpetual easement for the construction, operation, use, maintenance, repair, replacement, reconstruction and removal of pipelines and all underground and surface appurtenances for conducting water and any facilities ancillary thereto for municipal water line purposes and the rights of ingress and egress, over, on, under, through and across, on and in the real property in the City of Madera, California, County of Madera, State of California, described and depicted on Exhibits "A" and "B", respectively, attached hereto and made a part hereof.

The GRANTOR(s), its successors and assigns agree that:

1. No buildings, structures, walls, fences, or trees shall be placed upon, over or under said parcel of land for the duration of this easement, except that said parcel may be improved and used for street, road or driveway purposes, trail, path or parking lot, non-vehicular public access, or shallow root landscaping purposes, and for other utilities, insofar as such use does not interfere with its use by the CITY for the purposes for which it is granted.
2. The CITY shall not be liable for any damage to any of the GRANTOR(s) improvements placed upon said parcel due to the CITY's operations using reasonable care; provided, however, CITY shall repair any damage caused by the CITY to any improvements permitted under this easement.
3. Should any of the CITY facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the GRANTOR(s), or its successors and assigns, shall bear the full cost of such relocation or repair, unless changes in grade or other construction are done with the prior written consent of the CITY.

APN: 013-240-001

4. The GRANTOR shall not allow any obstructions, which may impede or interfere with the CITY's use of or access to said easement.
5. CITY shall have the right, but not the obligation to cut, trim, remove trees, brush, and/or remove other unauthorized obstructions, which may impede or interfere with the CITY's use for the purpose of exercising the rights herein granted; provided, however, that in exercising such rights, the CITY shall make the same in such a manner as will cause the least injury to such trees, brush, and surface of the ground.
6. All provisions of this easement, including the benefits and burdens, run with the land and are binding upon and enure to the GRANTOR(s), the CITY, and their heirs, assigns, successors, tenants, and personal representatives.
7. Signator for GRANTOR(s) warrant that it has the legal authority to bind the party hereto and GRANTOR(s) warrant that it may legally grant the rights described herein.

ZELMAN MADERA, LLC

a Delaware Limited Liability Company

By: Zelman Renton, LLC,
a Delaware limited liability company
Its Sole Member

By: ZIP Renton, LLC,
a Delaware limited liability company
Its Managing Member

By: Zelman Industrial Partners, Inc.,
a California corporation
Its Managing Member

By: 
Brett M. Foy, Co-President

APN: 013-240-001

NOTARY REQUIRED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of ~~Madera~~ *Los Angeles*

On Dec 7, 2016 before me, Sandra L. Garay, Notary Public
Date Here Insert Name and Title of Officer

personally appeared Brett M. Joy
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sandra L. Garay (Seal)



EXHIBIT 'A'

Lane Engineers, Inc. Job No. 14271
October 13, 2016

Water Pipeline Easement

Being a 20.00 foot wide strip of land situated in the S1/2 of Section 3, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, being more particularly described as follows:

Commencing at the southeast corner of said section;
thence N00°19'18"W 50.00 feet to the north right of way of Avenue 17;
thence N89°40'42"W 1616.12 feet along said right of way to the TRUE POINT OF BEGINNING;
thence N00°19'18"W 41.92 feet;
thence N89°07'48"W 92.90 feet;
thence N87°48'10"W 259.09 feet;
thence N86°57'26"W 78.69 feet;
thence N64°10'31"W 97.59 feet;
thence N86°40'31"W 170.15 feet;
thence N88°06'55"W 100.50 feet;
thence N89°33'18"W 14.45 feet to a point lying 48.00 feet northeasterly of the easterly right of way of the Union Pacific Railroad, as measured at right angles thereto;
thence N44°33'18"W 833.12 feet parallel with said easterly right of way;
thence N67°03'18"W 33.97 feet to a point lying 35.00 feet northeasterly of said easterly right of way, as measured at right angles thereto;
thence N44°33'18"W 399.51 feet parallel with said easterly right of way;

CONTAINING 42438 square feet or 0.97 acres, more or less.

SEE EXHIBIT 'B' ATTACHED HERETO.



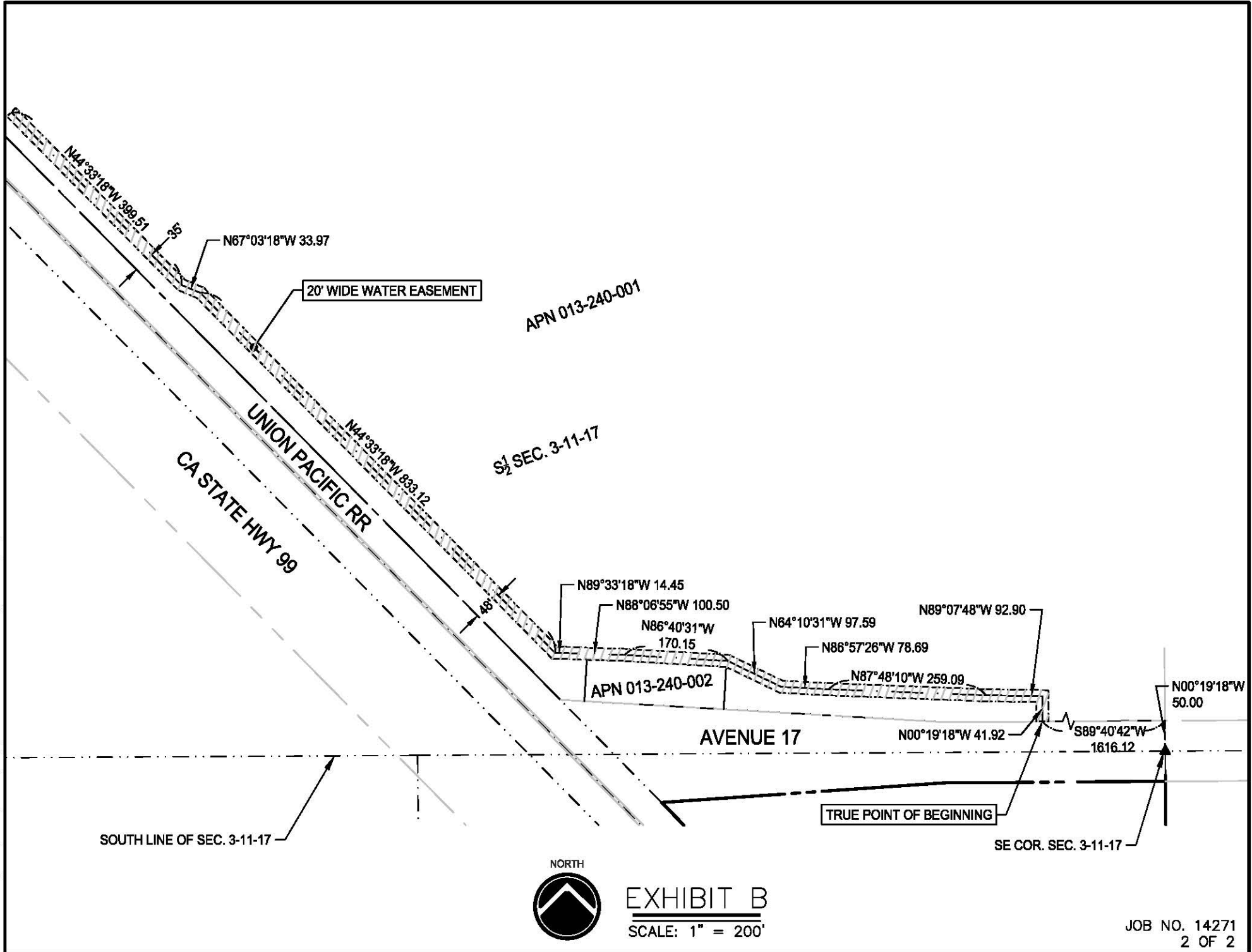
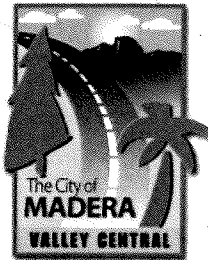


EXHIBIT B
SCALE: 1" = 200'



REPORT TO CITY COUNCIL

COUNCIL MEETING OF December 21, 2016

AGENDA ITEM NUMBER B-20

APPROVED BY


DEPARTMENT DIRECTOR


CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION ACCEPTING PEDESTRIAN EASEMENT DEEDS AT THE CHATEAU AT THE VINEYARDS SUBDIVISION, OFFERED BY UCP CHATEAU GROVE LLC, AUTHORIZING THE CITY CLERK TO EXECUTE THE CERTIFICATES OF ACCEPTANCE AND CAUSE THEM TO BE RECORDED

RECOMMENDATION:

That the City Council approves Resolution No. 16 - ____:

1. Accepting the PEDESTRIAN EASEMENT DEEDS as offered by **UCP CHATEAU GROVE LLC**
2. Authorizing the City Clerk to execute of the Certificates of Acceptance for said offers and cause them to be recorded.

SUMMARY:

UCP CHATEAU GROVE LLC, Owner, has offered pedestrian easement deeds to the City for portions of public sidewalk fronting lots owned at Chateau at the Vineyards Phase 1 and Chateau at the Vineyards East subdivisions. Engineering staff hereby requests City Council accept the pedestrian easement deeds on behalf of the City for public street and utility purposes.

Engineering

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

www.madera-ca.gov

HISTORY:

UCP CHATEAU GROVE LLC, is the owner of lot 1 and lot 69 of the Chateau at the Vineyards Phase 1 subdivision and lots 6 through 24 inclusive of the Chateau at the Vineyards East subdivision. The owner has offered two pedestrian easement deeds, one deed for lots owned within phase 1 and one deed for lots owned within the "East" phase. Accepting these easements would secure for the City public rights of access to ADA compliant sidewalk fronting these lots that would otherwise be on private property as currently constructed.

FISCAL IMPACT:

Acceptance of the aforementioned PEDESTRIAN EASEMENT DEEDS imposes no additional expense to the City or the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Acceptance of this offer of dedication is consistent with Action 101.6, which calls for the City to ensure that infrastructure can sustain population growth, as well as action 126, which calls for safe and aesthetically pleasing streets.

RESOLUTION NO. 16 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING PEDESTRIAN EASEMENT DEEDS AT THE CHATEAU AT THE VINEYARDS SUBDIVISION, OFFERED BY UCP CHATEAU GROVE LLC, AUTHORIZING THE CITY CLERK TO EXECUTE THE CERTIFICATES OF ACCEPTANCE AND CAUSE THEM TO BE RECORDED

WHEREAS, property owner, **UCP CHATEAU GROVE LLC**, has offered for dedication to the City **PEDESTRIAN EASEMENT DEEDS** for sidewalk purposes (on file with the City Clerk); and

WHEREAS, the City Engineer has certified to this Council that the easements as offered meet the current project's dedication requirements.

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 pedestrian easement deeds on file with the City Clerk are accepted.
3. The City Clerk is hereby authorized and directed to execute the Certificate of Acceptances for said offers, and cause said Pedestrian Easement Deeds to be recorded in the Office of the Recorder of the County of Madera.
4. This resolution is effective immediately upon adoption.

* * * * *

RECORDING REQUESTED BY:
City of Madera

AFTER RECORDING RETURN TO:
City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

Fee waived per Section 27383 of the Government Code Space above this line for Recorder's use
Fee Due: 0

PEDESTRIAN EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,
UCP Chateau Grove, LLC, a Delaware limited liability company,

DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE
STATE OF CALIFORNIA


An easement for sidewalks and any and all other municipal purposes over, under, through and
across, on and in the following described real property in the City of Madera, California, County of
Madera, State of California, being more particularly described as follows:

See "Exhibit A" and "Exhibit B" attached hereto and made a part hereof.

GRANTOR

UCP Chateau Grove, LLC, a Delaware limited liability company

By: UCP, LLC, a Delaware limited liability company, its sole member

By: 

James E. Jimison
Division President

Date: 11-16-16

Grantor shall attach notary acknowledgment.
City shall attach certificate of acceptance.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

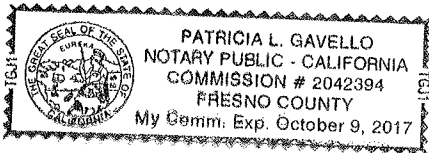
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Fresno

On November 16, 2016 before me, Patricia L. Gavello, Notary Public, personally appeared James E. Jimison, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

A handwritten signature in cursive script that reads 'Patricia L. Gavello'. The signature is written in black ink and is positioned above a horizontal line.

Signature of Notary Public

“Exhibit A”

The southerly 3.00 feet of lots 6, 7, 8, 9, 10, and 11, of Subdivision No. 05-S-01, Chateau at the Vineyards East, per map recorded in Book 54 of Maps, at pages 108 and 109, Madera County Records, situated in that portion of the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 25, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California.

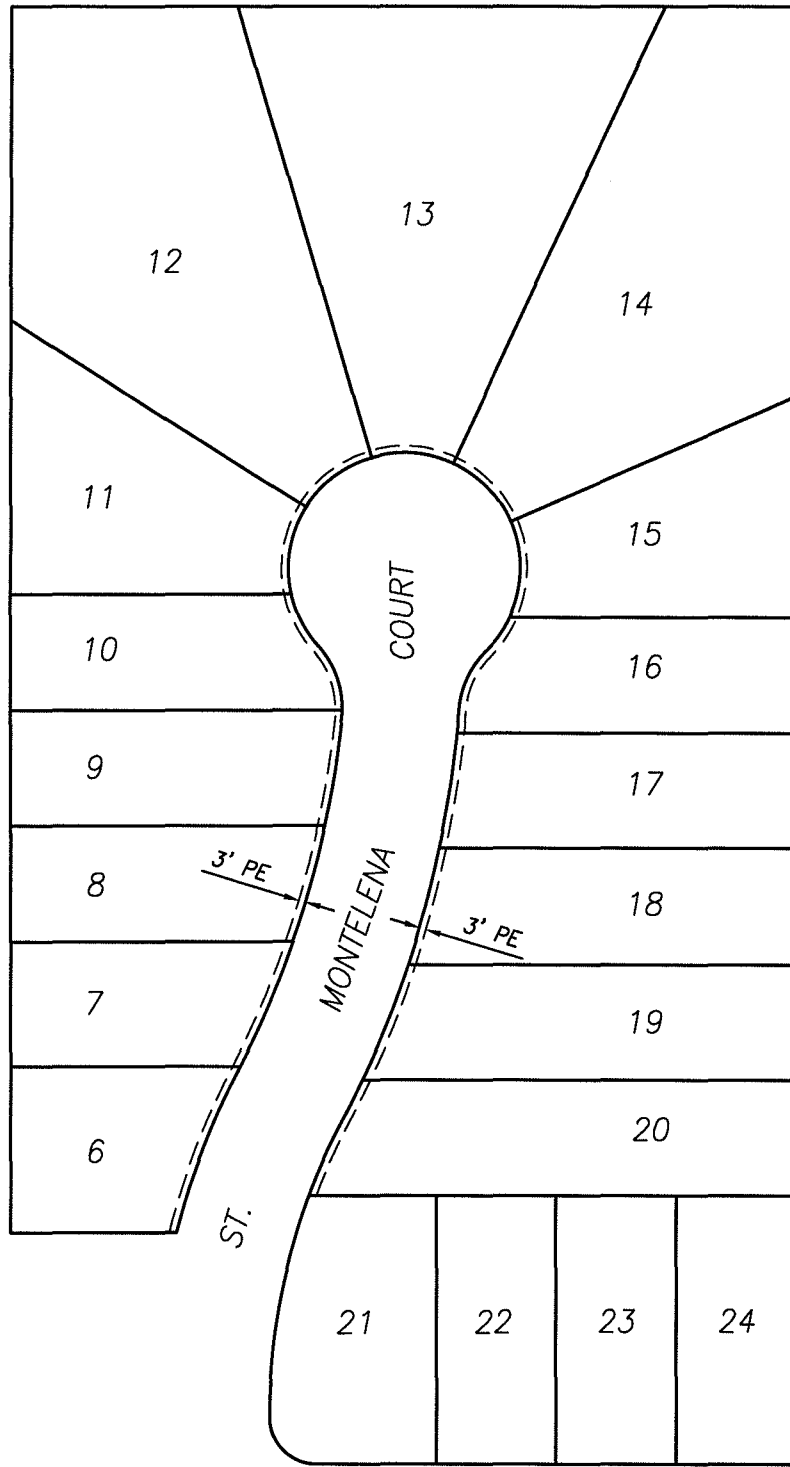
Together with the westerly 3.00 feet of lots 12, 13, and 14 of said Subdivision No. 05-S-01, Chateau at the Vineyards East.

Also, together with the northerly 3.00 feet of lots 15, 16, 17, 18, 19, and 20 of said Subdivision No. 05-S-01, Chateau at the Vineyards East.

Said 3.00 foot wide portion is located adjacent to the St. Montelena Court frontage.



L:\PROJECTS\2009\090173.13\PEDESTRIAN EASEMENTS\EXHIBIT B PED EASE.DWG 10/26/2016 4:23 PM



0' 1'
SCALE: 1" = 80'

PROJECT NO.: 090173.13
 DRAWN BY: JL
 QA/QC BY: RJ
 SCALE: 1" = 80'
 SHEET NO.:
2 of 2

"EXHIBIT B"
SUBDIVISION No. 05-S-01,
CHATEAU AT THE VINEYARDS EAST
PEDESTRIAN EASEMENT

6051 N. FRESNO ST., STE. 200 TEL: (559) 449-2400
 FRESNO, CA 93710 WWW.QKINC.COM
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RECORDING REQUESTED BY:
City of Madera

AFTER RECORDING RETURN TO:
City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

Fee waived per Section 27383 of the Government Code Space above this line for Recorder's use
Fee Due: 0

PEDESTRIAN EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,
UCP Chateau Grove, LLC, a Delaware limited liability company,

DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE
STATE OF CALIFORNIA

An easement for sidewalks and any and all other municipal purposes over, under, through and
across, on and in the following described real property in the City of Madera, California, County of
Madera, State of California, being more particularly described as follows:

See "Exhibit A" and "Exhibit B" attached hereto and made a part hereof.

GRANTOR

UCP Chateau Grove, LLC, a Delaware limited liability company

By: UCP, LLC, a Delaware limited liability company, its sole member

By: 
James E. Jimison
Division President

Date: 11.16.16

Grantor shall attach notary acknowledgment.
City shall attach certificate of acceptance.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

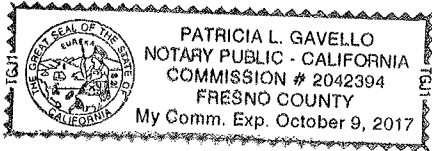
State of California

County of Fresno

On November 16, 2016 before me, Patricia L. Gavello, Notary Public, personally appeared James E. Jimison, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Patricia L. Gavello

Signature of Notary Public

“Exhibit A”

Those portions of lot 1 and lot 69 of Subdivision Map No. 03-S-08, Chateau at the Vineyards Phase 1, recorded in Book 52 of Plats, at pages 50 through 54, Official Madera County Records, situated in that portion of the Northwest quarter of the Southeast quarter of Section 25, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, more particularly described as follows;

Lot 69: The north 3.00 of said lot 69; with the north line defined as the south right-of-way line of St. Michelle Drive, being distant 25.00 feet south, measured at right angles from the centerline thereof, as shown upon said map.

Lot 1: Beginning at the southeast corner thereof;

Thence, N89°40'39"W, along the south line of said lot 1, a distance of 3.00 feet to a point situated on a line which is parallel with and distant 3.00 feet west, measured at right angles from the east line of said lot 1;

Thence, N0°14'15"E, along said parallel line, 72.53 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 17.00 feet,

Thence, northwesterly, along said curve through a central angle of 89°58'43", and an arc distance of 26.70 feet; to a point situated on a line which is parallel with and distant 3.00 feet south, measured at right angles from the north line;

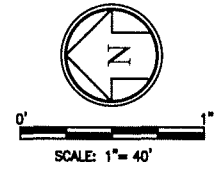
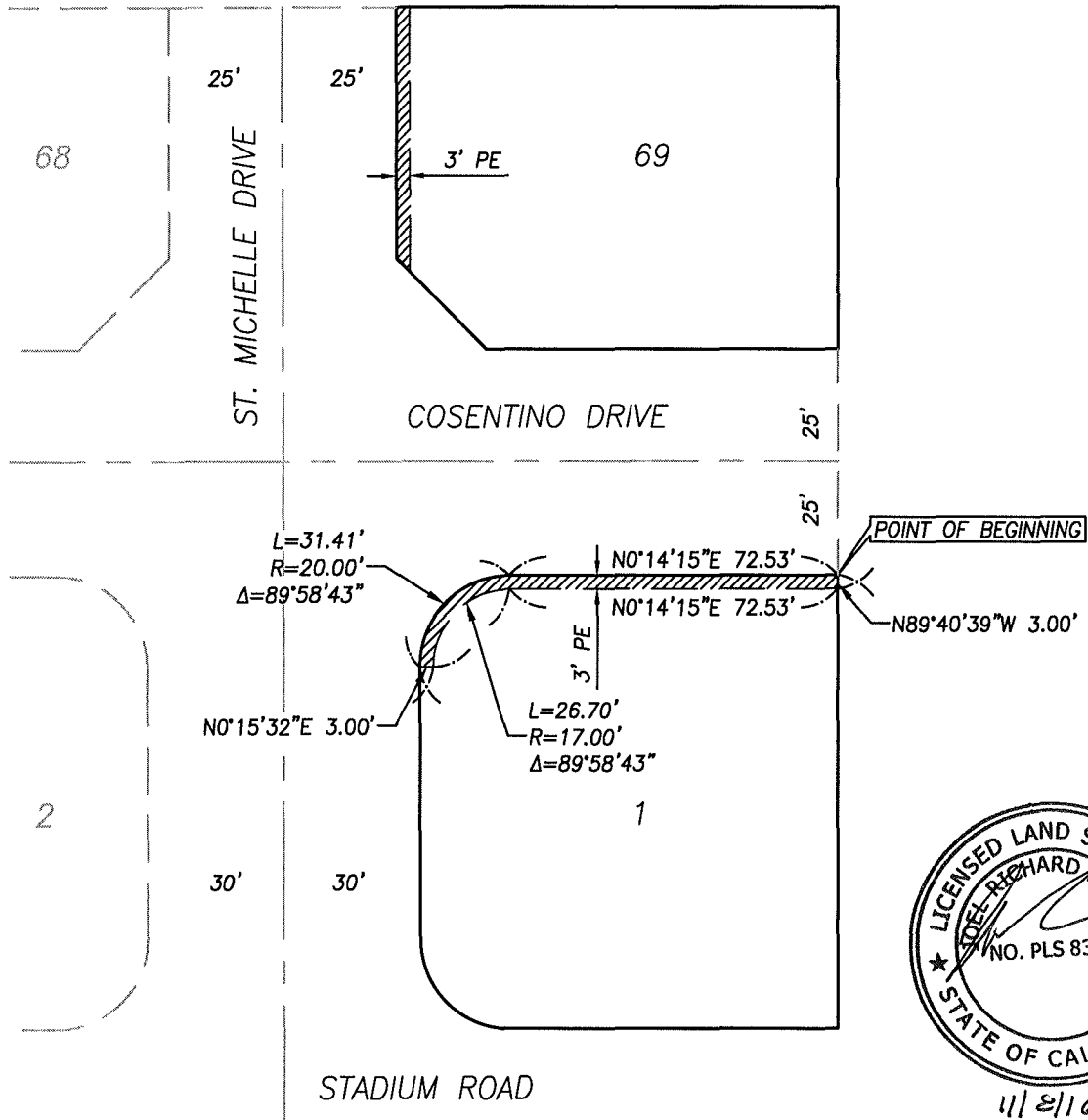
Thence, N0°15'32"E, a distance of 3.00 feet to a point situated on the north line of said lot 1; defined as the south right-of-way line of St. Michelle Drive;

Thence, northeasterly, along a 20.00 foot radius curve through a central angel of 89°58'43", and an arc distance of 31.41 feet, to a point situated on the east line of said lot 1;

Thence, N0°14'15"E, along said east line, 72.53 feet, to the point of beginning.



L:\PROJECTS\2009\090173.13\PEDESTRIAN EASEMENTS\EXHIBIT B PED EASE.DWG 11/8/2016 11:28 AM

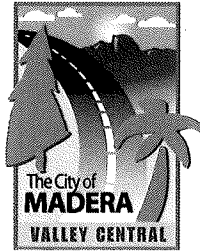


PROJECT NO.: 090173.13
DRAWN BY: JL
QA/QC BY: RJ
SCALE: 1" = 40'
SHEET NO.: 2 of 2

"EXHIBIT B"
SUBDIVISION MAP No. 03-S-08
CHATEAU AT THE VINEYARDS, PHASE 1
PEDESTRIAN EASEMENT

6051 N. FRESNO ST., STE. 200 TEL: (559) 449-2400
FRESNO, CA 93710 WWW.QKINC.COM
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REPORT TO THE CITY COUNCIL



Return to Agenda

COUNCIL MEETING OF:
December 21, 2016

AGENDA ITEM NUMBER:
C-1

Approved By:


Community Development Director


City Administrator

SUBJECT: Public Hearing, Second Reading and Consideration of the Adoption of an Ordinance That Would Approve and Adopt a Development Agreement Between the City of Madera and Love's Travel Stops and Country Stores for the Madera Travel Center Project.

RECOMMENDATION:

Staff recommends that the City Council conduct a public hearing, receive any public testimony offered, and then adopt the ordinance approving the Madera Travel Center Development Agreement.

SUMMARY:

The proposed ordinance was introduced at the December 7, 2016 City Council meeting. A public hearing and second reading is required before the ordinance can be adopted.

The Madera Travel Center project ("the Project") was approved by the Planning Commission on August 16, 2016. The developer, Love's Travel Stops and Country Stores, has requested the approval of a development agreement to vest the land use entitlements and establish a reimbursement mechanism for oversized public improvements. Infrastructure costs in the vicinity of \$10 Million are considered reimbursable under the agreement. The proposal reflects feedback and direction received from the appointed City Council negotiating subcommittee. The Planning Commission adopted a resolution recommending approval of the agreement at its November 15th meeting.

The financial elements of the agreement are generally consistent with the City's standard practices which call for developers to construct public improvements and then receive reimbursements from development impact fees for the oversized portion. In the case of the Travel Center, however, fees collected under the current fee program are inadequate to cover the full amount of reimbursable costs. For example, impact fees are only available to cover approximately 11% of eligible sewer, water and drainage pipe costs, and 0% of water well costs. Due to the significance of the reimbursement amount, and the uncertainty of standard reimbursement dollars in the future, a customized reimbursement plan utilizing a combination of capital improvement funding sources and project-generated tax revenues is proposed to make the project feasible.

The recommendation to commit to an extensive reimbursement program is made on the basis that the development of the Travel Center serves as a significant economic development opportunity for the City. In addition to the generation of employment opportunities and sales and transient occupancy taxes, the agreement makes it feasible for the developer to install critical, master planned infrastructure at a key freeway interchange location in the City. Near term benefits will come from the development and operation of the Travel Center; longer term return on the City's investment will be realized as the adjacent and nearby parcels relying on the same infrastructure are developed and additional job and tax generating projects are constructed.

DISCUSSION:

Development Agreements – Introduction

The developer of the Madera Travel Center, Love’s Travel Stops and Country Stores, has requested the approval of a development agreement in conjunction with the Project. Local agencies are authorized by state law, but not required, to enter into binding development agreements with property owners addressing the development of real property. Development agreements are used for vesting land use entitlements and may also establish financing and construction responsibilities, as well as timelines for the installation of on-and-off-site improvements. Development agreements provide for a form of vested rights in that they may supersede any change in planning, zoning, subdivision or building regulations adopted after the execution of such an agreement. Future City Councils will be bound by the terms of any development agreement entered into by the City.

Madera Travel Center – Project Summary

The Madera Travel Center project spans approximately 24.5 acres and includes multiple entitlements that cumulatively provide for the development of the overall site. Primary features of the Project include an 11,981 square-foot Travel Stop building, including 7,965 square feet within the store portion and a 4,016 square foot, branded food restaurant with drive-through. Gasoline, diesel fuel, and propane will be sold on site, with nine covered fuel islands for trucks, and nine separate fuel islands for automobiles. Truck scales, oil-water separator, RV dump, and both above ground diesel fuel tanks and underground gasoline tanks will also be provided.

An economic assessment for the project, completed by Economic and Planning Systems on behalf of the applicant, estimated that the project would generate a direct construction investment of \$28.1 Million; approximately 200 *one-time* jobs would be created over the duration of the construction period. Once operational, the site will employ approximately 80 individuals on an on-going basis. Estimated retail sales from the facility are estimated at between \$47 Million and \$63 Million, resulting in annual sales tax generation to the City of approximately \$470,000 to \$630,000. Actual amounts will vary based on the level of activity at the Travel Center and the price of fuel, which significantly influences the total taxable sales amounts on the site. The 81 room hotel on the site is expected to generate approximately \$200,000 annually to the City in transient occupancy tax. As described below, a portion of the sales and transient occupancy taxes are proposed to be returned to the developer for a limited number of years to reimburse the costs of certain off-site public improvements.

Off-Site Public Improvements

The cumulative approvals issued to date require the construction of a significant number of public improvements to serve the site. The developer will front all of the costs and make all of the improvements. While some of these improvements are located along the frontage of the site and would primarily benefit the Travel Center, the majority of costs are associated with bringing master planned infrastructure to the property and installing improvements that would benefit an area much larger than the project site by itself. The agreement specifies a reimbursement structure under which the developer would receive reimbursements for “non-frontage” public improvements pursuant to a set schedule. Funding typically utilized for capital improvement projects is proposed to be utilized to reimburse some of the eligible improvements, while a portion of the sales tax and transit occupancy tax generated by the project would reimburse remaining amounts.

Development Agreement Focal Points

A brief, bullet point summary of major focal points of the proposed agreement is included as follows:

- Building Permits for Phase 1 of the Project (everything except the freestanding restaurant and Boat/RV Storage Facility) must be submitted within 3 years, and issued within 4 Years of the Effective Date of the Agreement. Occupancy Permits need to be issued within 5 years. If each of these progressive milestones is met the Agreement will have a full term of 20 Years.
- During the term of the agreement, the cumulative development requirements and schedule of fees and exactions applicable to the project will not change.
- The project will develop infrastructure and utilities consisting of a water well, water pipelines, sewer lines, drainage pipelines, two (2) traffic signals, Avenue 17 and Sharon Boulevard street frontage improvements, and Freeway 99 ramp improvements. The improvements will be completed prior to occupancy.
- The project will develop a “Historic Pedestrian Plaza” as referenced in the approvals granted by the Planning Commission, with construction completed no later than the occupancy of the final building to be constructed in Phase 1 of the Project.
- The City will credit the applicable categories of the project’s capital facility “impact” fees towards the cost of the off-site improvements (i.e. sewer impact fees credited towards off-site sewer line construction).
- The City will reimburse the developer for the full and complete costs of the water well, upon completion and acceptance of the well.
- In addition to the water well reimbursement, the City will reimburse the developer for off-site construction costs at a maximum total of \$6,870,000 during the term of the agreement. This figure represents costs beyond the typical frontage improvements for which all projects are responsible.
- In no event shall the aggregate of the fee credits and the reimbursement amounts exceed the developer's reasonable and actual costs and expense of constructing and installing the Infrastructure Improvements. The City will pay actual costs up to the maximum total identified above.
- The non-water well reimbursements will be in phases. Approximately \$1,000,000 will be reimbursed in a lump sum upon completion and acceptance of the improvements by the City. After one year of operations, a second lump sum of approximately \$4,200,000 will be reimbursed. The remaining amount will be reimbursed in annual payments, starting the second year of operations. Approximately \$1,500,000 to \$1,700,000 (plus any excess ramp costs as described in following bullet point) is expected to be reimbursed through these annual payments.
- Approximately \$1.1 M in estimated freeway ramp costs is included in the reimbursement amounts described above. Due to uncertainty regarding Caltrans’ design requirements and actual costs, the agreement provides for costs in excess of the preliminary estimate, up to a total ramp cost of \$2 Million, to be added to the reimbursement amount and paid as part of the annual payments on the back end.

Reimbursement Funding Sources

Unless otherwise directed by the City Council, the bulk of the improvements will be treated much like large capital improvement projects and lump sum payments will be made from funding sources traditionally used for capital projects. This approach to funding improvements is similar to the strategy used by the City for the Freedom Industrial Park Public Private Partnership, except that in the case of the Travel Center, the developer will front the costs and then be reimbursed. A summary of recommended funding sources and amounts for the lump sum payments is included as part of the Fiscal Impact discussion in this report. Costs in excess of the lump sum payments will be reimbursed from a portion of the City's share of sales tax and transient occupancy tax revenue generated by the project. One-half of the amount of these revenues generated by the project will be reimbursed to the Developer until all costs are reimbursed, up to the maximum amount. Based on estimated costs and revenues, annual payments will be made for approximately 4 to 6 years.

It is likely that the City will receive additional development impact fee revenue and connection fees from benefitting properties over the next few years that may reasonably be applied against the reimbursement amount identified in the development agreement. However, the timing of these revenues, and their amounts, are unpredictable. For this reason, future development impact fees and connection charges are not directly factored into the development agreement's defined reimbursement schedule. As balances in the applicable accounts accrue, the City Council may choose to use the funds to make annual payments in lieu of sales and transient occupancy taxes, or it may use the funds to increase annual payments and thereby accelerate reimbursement. Importantly, the City Council will retain the choice as to how to spend these future revenues, including whether they are applied to the Travel Center reimbursements in any manner.

Project Feasibility Absent a Defined Reimbursement Program

The Travel Center property is located within the City limits and the urban growth boundary and the site will receive services from master planned street and infrastructure improvements. However, the physical extension or expansion of streets and utilities to and along the project site is necessary. The developer has indicated that the significant costs involved with constructing these improvements make the project financially infeasible. An evaluation by the City of project costs and revenues supports this conclusion. In response to these concerns, the developer is asking that the requirements of the project be defined and locked in, that the fee schedule be set, and that the City reimburse the developer for a portion of the total costs of the off-site improvements. The reimbursable portion is limited to those improvements that are beyond the typical frontage improvements required of all projects.

Conclusion

The proposed development will facilitate the orderly development of the subject property and the surrounding area in conformance with the General Plan. The development agreement supports the timely development and installation of infrastructure and public utilities identified in the General Plan and the City of Madera sewer, water, and storm drain master plans. On the basis that the project is infeasible absent the terms of the development agreement, and that the project benefits the City of Madera, the use of a development agreement may be viewed as an appropriate tool to establish certainty with regard to development requirements and the off-site improvement reimbursement structure.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The proposed development agreement facilitates development of the project and is therefore consistent with Action 115.1 to “encourage viable economic development” as well as Good Jobs and Economic Opportunity which focuses in part on creating “a broad spectrum of business opportunities”.

FISCAL IMPACT:

As described in the body of this report, the development agreement commits the City to a phased reimbursed program for the non-frontage off-site improvements to be constructed by the Travel Center Project. Lump Sum reimbursements will be made from capital improvement funding sources typically utilized for the construction of each specific type of improvement. The table below identifies recommended funding sources and amounts for the lump sum reimbursements. Reimbursable costs in excess of lump sum payments will be made from a portion of the sales and transient occupancy taxes generated by the project. A net positive impact to the General Fund will be realized in each year of operation for the Travel Center.

Recommended Funding Sources for Lump Sum Reimbursements

#	Funding Type	Approx. Amount	Probable Reimbursable Improvement Type
1	Development Impact Fee (DIF) Credits	\$279,025	Credits applied to applicable cost categories
2	Transportation Facility DIF Balance	\$1,090,000	Freeway Ramp Widening-Right Turn Lane
3	Traffic Signal DIF Balance	\$402,440	Ave 17/Sharon Blvd Traffic Signal
4	Arterial/Collector Street DIF Balance	\$576,000	Excess & Misc. Ave 17/Sharon Blvd Costs
5	Sewer DIF Balance	\$131,000	Sewer Pipe Oversizing
6	Storm Drain DIF Balance	\$68,000	Storm Drainage Pipe Costs
7	Water Pipe DIF Balance	\$73,700	Water Pipe Oversizing
8	Measure A	\$1,120,000	Ave 17 Arterial Improvements
9	LTF Un-programmed Balance	\$1,640,000	Ave 17 & Sharon Blvd Arterial Improvements
	Subtotal – Lump Sum Funding (No Well Costs)	\$5,380,165.00	Amounts Available as of November, 2016
10	Water Well	\$1.2 - \$2.7 Million	Water Fund - Capital Improvements

ORDINANCE NO. _____ .

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AND ADOPTING THE DEVELOPMENT AGREEMENT BETWEEN LOVE'S TRAVEL STOPS AND COUNTRY STORES AND THE CITY OF MADERA

WHEREAS, at its August 16, 2016 meeting, the Planning Commission approved various applications in support of the development of the Madera Travel Center project, located on approximately 25 acres of a 48.36 acre parcel at the southeast corner of the intersection of Avenue 17 and Freeway 99; and

WHEREAS, the approved Madera Travel Center Project is comprised of an 11,981 square-foot Travel Stop building, including 7,965 square feet within the store portion and a 4,016 square foot branded food restaurant(s) with drive-through, served by on-site parking for passenger vehicles and trailer trucks. Gasoline and diesel fuel, and propane will be sold on site, with nine covered fuel islands for trucks, and nine separate fuel islands for automobiles, as well as truck scales, oil-water separator, RV dump, and both above ground diesel fuel tanks and underground gasoline tanks, and an underground diesel exhaust fluid tank; and

WHEREAS, an environmental impact report was certified in conjunction with the approval of the Madera Travel Center project on by the Planning Commission on August 16, 2016; and

WHEREAS, Government Code Sections 65864 through 65869.5 provide the statutory authority for development agreements between municipalities and persons owning real property interest in the City; and

WHEREAS, pursuant to Government Code Section 65865 the City has adopted rules and regulations establishing procedures and requirements for consideration of development agreements as set forth in § 10-3.1701 et. Seq. of the Madera Municipal Code; and

WHEREAS, the City received an application to consider a development agreement in conjunction with the Madera Travel Center.

WHEREAS, the proposed Development Agreement has been reviewed by City staff and the Planning Commission in conformance with the applicable requirements of Government Code and the Madera Municipal Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA DOES ORDAIN AS FOLLOWS:

SECTION 1. The provisions of the Development Agreement are consistent with the objectives, policies, general land uses and programs specified by the General Plan and the Zoning Ordinance, as amended.

SECTION 2. The Development Agreement is within the scope of the previously certified environmental impact report.

SECTION 3. The Development Agreement contains all information required by the California Government Code and Section 10-3.1702 of the Madera Municipal Code.

SECTION 4. The City Council finds that the development of a travel center, as contemplated by the Development Agreement, is compatible with the uses authorized in, and the regulations prescribed for, the C (Commercial) General Plan designation and C2 (Heavy Commercial) zone district.

SECTION 5. The Development Agreement is fair, just, and reasonable in light of both the scope of the project and the terms of the agreement, and is prompted by the necessities of the project which require that development of the project be allowed under a defined set of requirements and with a defined cost structure.

SECTION 6. The Development Agreement serves to encourage the achievement of growth management policies and objectives, and is in conformity with public convenience, general welfare and good land use practice. The agreement facilitates the extension of urban infrastructure within the designated Urban Growth Boundary and within the sphere of influence to and through properties which are presently inside the city limits or within the likely path of annexation. The proposal will not adversely affect the orderly development of property or the preservation of property values.

SECTION 7. The City Council hereby approves the Development Agreement substantially in the form attached hereto as Exhibit A, subject to such minor and clarifying changes consistent with the terms thereof as may be approved by the City Attorney prior to execution thereof.

SECTION 8. The Mayor of the City of Madera is hereby authorized and directed to execute the Agreement on behalf of the City of Madera.

SECTION 9. The City Clerk is directed to transmit the Development Agreement to the County Recorder for recordation no later than ten (10) days after the adoption of this ordinance.

SECTION 10. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 11: This Ordinance shall not be codified in the Madera Municipal Code.

Ordinance Exhibit A

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MADERA, LISA M. GUZMAN, TRUSTEE OF THE BYPASS TRUST UNDER THE GUZMAN LIVING TRUST DATED MAY 13, 2013 AND TRUSTEE OF THE SURVIVOR'S TRUST UNDER THE GUZMAN LIVING TRUST DATED MAY 13, 2013, AND LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.

DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF MADERA, LISA M. GUZMAN, TRUSTEE OF THE BYPASS TRUST UNDER THE GUZMAN LIVING TRUST DATED MAY 13, 2013 AND TRUSTEE OF THE SURVIVOR'S TRUST UNDER THE GUZMAN LIVING TRUST DATED MAY 13, 2013, AND LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.

THIS DEVELOPMENT AGREEMENT ("Development Agreement") is entered into to be effective on the date it is recorded with the Madera County Clerk/County Recorder (the "Effective Date"), between **THE CITY OF MADERA**, a California general law city ("City"); **LISA M. GUZMAN, TRUSTEE OF THE BYPASS TRUST UNDER THE GUZMAN LIVING TRUST DATED MAY 13, 2013, AND TRUSTEE OF THE SURVIVOR'S TRUST UNDER THE GUZMAN LIVING TRUST DATED MAY 13, 2013**, (collectively, "Landowner"); and **LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.**, an Oklahoma corporation ("Developer"). Each of the City, Landowner and Developer may be referred to as a "Party" hereunder and collectively as the "Parties."

RECITALS

A. The Legislature of the State of California has adopted California Government Code Sections 65864-65869.5 ("Development Agreement Statute") which authorizes a city to enter into a binding development agreement with persons having legal or equitable interests in real property located within a city's municipal boundaries or in unincorporated territory within a city's sphere of influence for the development of such property in order to, among other things: encourage and provide for the development of public facilities; to support development projects; provide certainty in approval of development projects in order to avoid a waste of resources and escalation in project costs and encourage an investment in and commitment to comprehensive planning which will make maximum efficient utilization of resources at the least economic cost to the public land; and provide assurance to the applicants for development projects that they may proceed with their projects in accordance with existing policies, rules, and regulations and subject to the conditions of approval of such projects, as provided in such annexation and/or development agreements.

B. Landowner owns an approximately 50 acre parcel of real property located within the City, near the northern edge of the City limits, at the Avenue 17/State Route 99 ("SR 99") interchange (APN 013-240-003)(the "Property"), as particularly described on Exhibit A.

C. Developer intends to develop approximately 25 acres of the Property, as generally depicted on Exhibit B (the "Project Site"), as a full service travel center, to include an approximately 11,981 square-foot travel stop building, comprised of an approximately 7,965 square foot convenience store and 4,016 square foot branded restaurant with drive-through, served by on-site parking for passenger vehicles and tractor-trailers, nine covered fuel islands for trucks and nine separate covered fuel islands for automobiles, as well as a truck tire care facility and approximately 4,400 square foot branded restaurant (in proposed areas separate from the travel stop building), truck scales, a hotel, a self-storage facility and an RV and boat storage facility, and other related services and amenities for the motoring public, including a historical pedestrian plaza in the southwest corner of Avenue 17 and Sharon Boulevard, which will address a part of Madera history (the "Project"). The remaining undeveloped portion of the Property will be separated from the travel center site through a parcel map.

D. At the time the Project Site is developed, Developer will be required to construct certain off-site public infrastructure improvements, which was a condition of regulatory approval of the Project, including the development approvals described in the Recitals, such improvements will include roadway improvements, freeway ramp improvements, sanitary sewer lines, storm drainage improvements, a water well and water lines and certain other utility and general improvements that will provide benefits to City and other property owners near the Developer's property who may wish to develop their properties in the future. City has agreed to reimburse Developer for a portion of the costs of constructing such off-site infrastructure improvements, and to credit Developer for a portion of the otherwise applicable development impact fees. The City Council finds and

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determines that the aggregate amount of such reimbursement and credit will be less than the cost of such improvements and has further found that the City will not maintain any proprietary interest in the Project.

E. Pursuant and subject to the Development Agreement Statute, the City's Municipal Code and the City's police powers, City is authorized to enter into binding agreements with persons having legal or equitable interest in real property located within the City's municipal boundaries thereby establishing the conditions under which such property may be developed in the City.

F. City has granted the Developer a series of Development Approvals (as defined herein below) to implement the Project, which are incorporated and made a part of this Agreement. The Developer desires to receive the assurance that it may proceed with the Project in accordance with the existing land use ordinances, subject to the terms and conditions contained in this Agreement and to secure the benefits afforded the Developer by Government Code §65864.

G. This Agreement will eliminate uncertainty in planning for and securing orderly development of the Project, provide the certainty necessary for the Developer to make significant investments in public infrastructure and other improvements, assure the timely and progressive installation of necessary improvements, provide public services appropriate to each stage of development, establish phasing for the orderly and measured build-out of the Project consistent with the General Plan and the desires of the City to assure integration of the new development into the existing community.

H. The terms and conditions of this Development Agreement have undergone extensive review by the staff of the City, the City's Planning Commission, and the City Council of City and have been found to be fair, just, and reasonable.

I. City's City Council finds and determines that it will be in the best interests of City's citizens and the public health, safety, and welfare will be served by entering into this Development Agreement.

J. All of the procedures of the California Environmental Quality Act have been met with respect to the Project and this Development Agreement by the approval of Planning Commission Resolution No: 1812 adopted on August 16, 2016, which certified the final Environmental Impact Report for the Madera Travel Center dated July, 2016 (the "EIR").

K. City's City Council has approved this Development Agreement by Ordinance No. _____ adopted on _____, 2016 and effective on _____, 2016.

NOW THEREFORE, IN CONSIDERATION OF THE ABOVE RECITALS AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS. In this Development Agreement, the following words and phrases shall have the meanings ascribed below:

A. "County" is the County of Madera.

B. "Development Exaction" means any requirement of City in connection with or pursuant to any Land Use Regulation or Existing Development Approvals for the payment of fees, including impact fees and mitigation fees, or other monetary payments or exactions, imposed by City in order to lessen, offset, mitigate, or compensate for the impacts of new development on the environment or other public interests, whether such

exactions constitute impositions made under Development Approvals or the City's General Regulations. The applicable Development Exactions in effect under the Existing Land Use Regulations are set forth in Exhibit C.

C. "Development Approvals" means all permits and other entitlements for use subject to approval or issuance by City in connection with the development of the Project Site, including, but not limited to:

- (1) Site Plan Reviews;
- (2) Tentative and final parcel and/or subdivision maps;
- (3) Conditional use or special use permits, variances or other modifications to the City's development regulations;
- (4) Grading and building permits.

D. "Development Plan" means the Existing Development Approvals defined in Section 1(F) below and vested in Section 11 below, which are applicable to development of the Project.

E. "Effective Date" means the date upon which this Development Agreement is recorded with the County Clerk/County Recorder of the County, or the date upon which Ordinance No. _____ becomes effective, whichever occurs later.

F. "Existing Development Approvals" means this Development Agreement and those certain development approvals granted by the City of Madera Planning Commission at its August 16, 2016 meeting, as follows:

- (a) SPR 2015-18: Approving and establishing requirements for the overall development of the Project Site.
- (b) TPM 2015-01: Approving and establishing requirements for division of the subject property into 4 parcels and a remainder.
- (c) CUP 2015-09: Approving and establishing requirements for a changeable copy (gasoline prices) in association with a freeway sign on the Project Site.
- (d) CUP 2015-10: Approving and establishing requirements for the sale of beer and wine as a component of the operations of the travel stop component of the Project.
- (e) CUP 2015-11: Approving and establishing requirements for a drive-thru restaurant as a component of the travel stop component of the Project.
- (f) CUP 2015-12: Approving and establishing requirements for the truck stop component of the Project.
- (g) CUP 2015-13: Approving and establishing requirements for the automotive repair facility (Tire Care Facility) component of the Project.
- (h) CUP 2015-14: Approving and establishing requirements for the sale of beer and wine in conjunction with the freestanding restaurant component of the Project.

- (i) CUP 2015-15: Approving and establishing requirements for a drive-thru component as part of a freestanding restaurant on the Project Site.
- (j) CUP 2015-16: Approving and establishing requirements for a hotel on the Project Site.
- (k) CUP 2015-17: Approving and establishing requirements for a recreational vehicle and boat self-storage facility on the Project Site.
- (l) VAR 2015-02: Approving the construction of a freeway sign taller than forty feet.
- (m) Final EIR: Environmental Impact Report prepared in conformance with the California Environmental Quality Act and certified by the Planning Commission

G. "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date.

H. "Fee Credit" means that portion of Development Exactions fees which shall be credited by the City to Developer, as specified on Exhibit C-1 and as set forth in Section 8(B) below.

I. "Future General Regulations" means those "General Regulations" adopted by the City after the Effective Date of this Development Agreement.

J. "General Regulations" means those ordinances, rules, regulations, initiatives, policies, requirements, guidelines, constraints, or other similar actions of the City, other than site-specific Project approvals, which affect, govern, or apply to the Project Site or the implementation of the Development Plan. General Regulations are applicable to more than one property within the City.

K. "Infrastructure Improvements" means collectively, that portion of off-site public improvements to be dedicated to or owned by City and constructed by Developer pursuant to the terms of Section 7 of this Development Agreement, which will be installed at the locations identified on Exhibits E – I, inclusive, and which shall include the Roadway Improvements, Ramp Improvements, Sewer Improvements, Storm Drainage Improvements, Water Well Improvements, Water Line Improvements, and Utility and General Improvements, all as more specifically described in Section 7.

L. "Land Use Regulations" means all ordinances, resolutions, codes, rules regulations, and official policies of City governing the development and use of land, including, without limitation, the permitted use of land; the density or intensity of use; subdivision requirements; the maximum height and size of proposed buildings; the provisions for reservation or dedication of land for public purposes; and the design, improvement, and construction standards and specifications applicable to the development of the Project Site that are a matter of public record on the Effective Date of this Development Agreement. "Land Use Regulations" does not include any City ordinance, resolution, code, rule, regulation, or official policy, governing:

- (1) The conduct of businesses, professions, and occupations;
- (2) Taxes and assessments;
- (3) The control and abatement of nuisances;
- (4) The granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property; and

(5) The exercise of the power of eminent domain.

M. "Owner" means the person having a legal or equitable interest in the Property and Project and all successors, transferees, or assigns thereof.

N. "Phase 1 Project" shall mean the approximately 11,981 square-foot travel stop building, comprised of an approximately 7,965 square foot convenience store and approximately 4,016 square foot branded restaurant(s) with drive-through, served by on-site parking for passenger vehicles and trailer trucks, nine covered fuel islands for trucks and nine separate fuel islands for automobiles, a truck tire care facility, truck scales, and an approximately 81 room hotel.

O. "Reimbursement Amount" shall mean the amount set forth in Section 8 below, which shall be payable by City to Developer to reimburse Developer for a portion of the cost and expense of designing and installing the Infrastructure Improvements. The Reimbursement Amount shall be due and payable as set forth in Section 8 below.

P. "State" shall mean the State of California.

Q. "Subsequent Development Approvals" means all development approvals required subsequent to the Effective Date in connection with development of the Project Site.

R. "Subsequent Land Use Regulation" means any Land Use Regulation adopted and effective after the Effective Date.

S. "Substantially Complete Building Permit Application" shall mean an application or request for a building permit that substantially satisfies the requirements of the General Regulations and the requirements specified in the Existing Development Approvals.

2. **INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals and all defined terms set forth therein are hereby incorporated into this Agreement as if set forth herein in full. All exhibits attached hereto are incorporated by reference.

3. **INTERESTS OF LANDOWNER AND DEVELOPER; BINDING EFFECT OF DEVELOPMENT AGREEMENT.** Developer represents that it has an equitable or other interest in the Property sufficient to be bound by this Development Agreement. That portion of the Property which comprises the Project Site, as described in Recital C, is hereby made subject to this Development Agreement. Development of the Project Site is hereby authorized and shall be carried out in accordance with the terms of this Development Agreement. Upon recordation of the Development Agreement, the provisions of this Development Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors in interest to and assigns of the Parties hereto. Developer's right to develop the Project Site in accordance with the Development Approvals and the terms of this Development Agreement including the obligations set forth herein shall not become effective unless and until Developer acquires the Project Site. Upon conveyance of Landowner's fee interest in the Project Site to Developer, Landowner shall have no further rights or privileges, and shall be fully released from any further liability or obligation under this Development Agreement with respect to the Project Site and the remainder of the Property retained by Landowner.

4. PURPOSE OF THIS AGREEMENT.

A. Developer Objectives. In accordance with the legislative findings set forth in the Development Agreement Statute, and with full recognition of City's policy of judicious restraints on its police powers, Developer wishes to obtain reasonable assurances that the Project may be developed in accordance with Existing Land Use Regulations subject to the terms of this Development Agreement and City's Subsequent Land Use Regulations. In the absence of this Development Agreement, Developer would have no assurance that it can complete the Project for the uses and to the density and intensity of development set forth in this Development Agreement. This Development Agreement, therefore, is necessary to assure Developer that the Project will not be (i) reduced in density, intensity or use, or (ii) subjected to new rules, regulations, ordinances or official policies or delays which are not permitted by this Development Agreement or the Reservation of Authority (as defined in Section 10 below).

B. Mutual Objectives. Development of the Project in accordance with this Development Agreement will provide for the orderly development of the Project. Moreover, a development agreement for the Project will eliminate uncertainty in planning for and securing orderly development of the Project, assure installation of necessary improvements, assure attainment of maximum efficient resource utilization within City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted. The Parties believe that such orderly development of the Project will provide many public benefits to City through the imposition of development standards and requirements under the provisions and conditions of this Development Agreement, including without limitation, increased tax revenues, installation of off-site infrastructure improvements, and job creation. Additionally, although development of the Project in accordance with this Development Agreement will restrain City's land use or other relevant police powers, this Development Agreement provides City with sufficient Reservation of Authority during the term hereof to remain responsible and accountable to its residents. In exchange for these and other benefits to City, Developer will receive assurance that the Project may be developed during the term of this Development Agreement in accordance with the Existing Land Use Regulations and Reservation of Authority.

C. Mutual Benefits; Acknowledgment of Consideration. By this Development Agreement, City and Developer desire to set forth the terms under which Developer will receive certain reimbursements for commercial development and economic performance on the Project Site. The City has determined to offer Developer reimbursements and credits for a portion of the costs incurred by Developer in its installation of the Infrastructure Improvements because the same will provide significant benefits to City by increasing the capacity of and expanding City's water, storm drainage and sewer service systems, by the installation of traffic signals and a new roadway to promote the orderly flow of traffic and increase City's street network capacity, and otherwise. The aggregate amount of such reimbursement and all credits provided to Developer hereunder will not exceed the actual and reasonable cost incurred by Developer in connection with construction and installation of the Infrastructure Improvements as determined pursuant to Section 8 below. The Project will also promote the economic wellbeing of City by attracting businesses that will provide City with a significant, long-term revenue stream and a source of employment for residents of the community. City and Developer acknowledge and agree that the consideration that is to be exchanged pursuant to this Development Agreement is fair, just, and reasonable.

5. **EXHIBITS.** The following exhibits are incorporated into and made a part of this Development Agreement by this reference:

- Exhibit A Legal Description of Property
- Exhibit B Depiction of Project Site
- Exhibit C-1 Development Exactions (Fees) and Project Fee Credits
- Exhibit C-2 Traffic and Transportation Mitigation Fees

<u>Exhibit D</u>	General Description of Infrastructure Improvements, Costs and Reimbursable Amounts
<u>Exhibit E</u>	Depiction of Roadway Improvements/Roadway Work
<u>Exhibit F</u>	Depiction of Sewer Improvements/Sewer Work
<u>Exhibit G</u>	Depiction of Storm Drainage Improvements/Storm Drainage Work
<u>Exhibit H</u>	Depiction of Water Improvements/Water Work
<u>Exhibit I</u>	Depiction of Utility and General Improvements/Utility and General Improvements Work
<u>Exhibit J</u>	Form of Assignment and Assumption Agreement

6. TERM AND TERMINATION.

A. Term. The term of this Development Agreement shall commence on the Effective Date and shall terminate thirty six (36) months from the Effective Date [subject to Section 22(I)], provided, however, that the Term may be extended pursuant to the following:

- 1) If Developer submits a properly completed Substantially Complete Building Permit Application for each building in the Phase 1 Project prior to the expiration of the 36-month initial term, then such term shall automatically be extended to a date forty eight (48) months from the Effective Date, without the need for further action by the Parties. Thereupon, the City shall promptly take action on such applications, as contemplated in Section 7(D)(1) below.
- 2) If the term has been extended as permitted by Section 6(A)(1) of this Agreement and if the Building Permits are issued by the City, as contemplated, then such term shall automatically be extended to a date sixty (60) months from the Effective date, without the need for further action by the Parties.
- 3) If the term has been extended by Section 6(A)(2) of this Agreement and if Developer completes each building in the Phase 1 Project and receives a temporary or final certificate of occupancy within sixty (60) months of the Effective Date, the term of this Agreement shall automatically be extended to a date twenty (20) years from the Effective Date, without the need for further action by the Parties.

B. Termination in the Event of Order or Judgment. This Development Agreement shall terminate and be of no force and effect upon the occurrence of the entry of a final judgment or issuance of a final order after exhaustion of any appeals directed against the City as a result of any lawsuit filed against the City to set aside, withdraw, or abrogate the approval by the City Council of City of this Development Agreement. In the event that this Agreement or any of the Development Approvals are subjected to legal challenge by a third party, and Developer is unable, or elects not to proceed with the Project due to such legal action, the term of and timing for obligations imposed pursuant to this Agreement shall be automatically tolled during such legal action.

C. Termination of Agreement Does not Terminate Project Approvals. Termination of this Development Agreement shall not constitute termination of any other land use entitlement approved for the Project Site prior to the Effective Date of this Development Agreement, or to any Subsequent Development Approvals issued by the City during the term of the Agreement. Upon termination of this Development Agreement, no party shall have any further right or obligation hereunder except with respect to (1) any obligation to have been performed prior to such termination, (2) any default in the performance of the provisions of this Development Agreement which has accrued prior to such termination, and/or (3) any provision which is noted to survive such termination, or which, by its nature, is intended to survive such termination. Pursuant to California *Government Code* §66452.6(a) the term of any parcel map or tentative subdivision map shall automatically be extended for the term of this Agreement.

RECORDED FINAL - CITY COUNCIL APPROVAL 02/25/2019

7. DEVELOPER'S PROVISIONS OF INFRASTRUCTURE IMPROVEMENTS; TIMING AND CITY ASSISTANCE.

A. Developer's Provision of Infrastructure Improvements. If the Project or any portion thereof is constructed, Developer agrees to construct and install the following Infrastructure Improvements:

(1) Roadway Improvements. Developer will construct and install (a) two traffic signals (the "Traffic Signals"); (b) certain street lights, street signage and striping on or along Avenue 17 and Sharon Boulevard; (c) all paving, curbs, gutters and sidewalks to widen Avenue 17 (the "Avenue 17 Street Widening"); and (d) paving, curbs, gutters and a portion of the parkway landscaping and sidewalk (to the extent not being constructed by a third-party developer) for Sharon Boulevard, all as generally described on Exhibit D and at the locations identified on Exhibit E ("Sharon Boulevard Work") (the Traffic Signals, the Avenue 17 Street Widening, the Sharon Boulevard Work and all related improvements are collectively, the "Roadway Improvements" and the associated work, the "Roadway Work").

(2) Freeway Ramp Improvements. Developer will construct and install a dedicated right turn lane on the north bound exit ramp of the Freeway 99 and Avenue 17 interchange, as generally described on Exhibit D and at locations specified on Exhibit E, (the "Ramp Improvements").

(3) Sewer Improvements. Developer will construct and install a sewer line to connect the Property to City's existing sewer system at a point located within Sharon Boulevard, north of Ellis Street, as generally described on Exhibit D and at the locations identified on Exhibit F, which pipeline will run from such point north of and then within the Sharon Boulevard right of way (the Sewer Line and all related improvements, collectively, the "Sewer Improvements" and the associated work, the "Sewer Work").

(4) Storm Drainage Improvements. Developer will construct and install a storm drain pipeline approximately 18" in diameter within the Avenue 17 right of way and a storm drain pipeline approximately 30" in diameter within the Sharon Boulevard right of way to connect to a privately owned and maintained temporary storm retention basin to be installed by Developer at the southernmost point of the Project site, all as generally described on Exhibit D and to be installed at the locations identified on Exhibit G, and with such temporary storm retention basin to be used until a permanent storm drain connection to the south becomes available (collectively, with all related improvements, the "Storm Drainage Improvements" and the associated work, the "Storm Drainage Work"). Upon completion of the permanent storm retention basin off-site, Developer may remove the temporary retention basin facility and devote that portion of the Project Site to other purposes in conformance with the conditions of approval adopted by the Planning Commission in conjunction its approval of the Existing Development Approvals.

(5) Water Well and Water Line Improvements. Developer agrees to develop a water well site on certain land contiguous to the Property to the south, as shown on Exhibit H (the "Well Site"), with rights to so construct and utilize the Well Site to be secured by City, as depicted on Exhibit H, subject to approval by the City engineer. In addition to the Well Site, Developer shall construct and install a 24" diameter PVC water pipeline connecting the well on the Well Site to the existing City water system at a point north of the Project site, as shown on Exhibit H (collectively, with all related improvements, the "Water Well and Water Line Improvements" and the associated work, the "Water Work"), with any rights in third-party property necessary to complete the Water Work to be secured by City. Any interest of Developer in or to the Well Site (and/or associated infrastructure) shall be dedicated to City in the manner prescribed by the Existing Land Use Regulations after completion of the Water Work and acceptance thereof by the City engineer. Notwithstanding anything to the contrary herein, in the event City is unable to secure third-party rights as contemplated above, City will work with Developer in good faith and with due diligence to

provide an alternate location for the Well Site and/or connection point of the subject water pipeline to the City water system, all at City's expense.

(6) Miscellaneous Street and Utility Improvements. Developer will construct and install (a) median and parkway landscaping; and (b) dry utility trenching, conduits and pull boxes, all as generally described on Exhibit D and at locations identified on Exhibit I (collectively, with all related improvements, the "Utility and General Improvements" and all the associated work, the "Utility and General Improvements Work").

B. City's Share of Costs and Expenses. The City's reasonable and fair share of the costs and expenses associated with designing, constructing and installing the Infrastructure Improvements (based on the relative value of the Infrastructure Improvements to the City and neighboring landowners as compared to the value to Developer and the Project), shall be included in the Reimbursement Amount set forth in Section 8 below.

C. Obligation to Install Infrastructure Improvements as Condition to Certificate of Occupancy; Timing. Developer shall construct and install the Infrastructure Improvements concurrently with and as a condition precedent to the issuance of a certificate of occupancy for any improvement in the Project. All Infrastructure Improvements shall be designed, constructed and installed in accordance with standard engineering and construction industry practices and the Existing Land Use Regulations and, to the extent not addressed by the Existing Land Use Regulations, other applicable codes, rules, City standards, regulations and laws, in a good and workmanlike condition, at Developer's sole cost and expense (except as provided herein).

D. City Obligations to Assist with the Infrastructure Improvements. In addition to City's obligation to pay the Reimbursement Amount and Fee Credit to Developer, as set forth in Section 8 below, in connection with Developer's installation of any of the Infrastructure Improvements, the Parties agree as follows:

(1) Cooperation. City shall accept for processing and promptly take action on all applications, provided they are in a proper form and acceptable for required processing, for discretionary permits, tract or parcel maps, building permits, or other land use permits or entitlements for development of the Project, in accordance with the provisions of this Development Agreement and the Development Approvals. City shall cooperate with Developer in providing expeditious review of any such applications, permits, or land use entitlements and, upon request and payment of any costs and/or extra fees associated therewith by Developer, City shall assign to the Project planners, building inspectors, and/or other staff personnel as required to ensure the timely processing and completion of the Project.

(2) Obtaining Easements and Rights of Way. City shall (a) grant to Developer any necessary temporary or permanent easements or rights-of-way to install, operate, repair, maintain, replace and access the Infrastructure Improvements or otherwise develop the Project over, on or under City owned land; (b) assist Developer in obtaining any necessary temporary or permanent easements or rights-of-way to install, operate, repair, maintain, replace and access the Infrastructure Improvements over, on or under County owned land; and (c) secure, in favor of Developer, any necessary temporary or permanent easements or rights-of-way to install, operate, repair, maintain, replace and access the Infrastructure Improvements over, on or under other third-party land, including without limitation, those required in regard to the Well Site and Water Work addressed in Section 7(A)(5) above, and in each case, temporary construction easements for pedestrian and vehicular ingress and egress and vehicular parking and the placing and storing of construction machinery, equipment, supplies, materials, dirt and fill. The Parties agree to cooperate in good faith in regard to the foregoing to facilitate obtaining such easements or rights of way as expeditiously as reasonably possible. In any event, City shall promptly provide to Developer a copy of any such easements obtained by City in favor of Developer. In the event the Developer and/or City is unable, after exercising all reasonable efforts, to acquire the real property interests necessary for the construction of such Infrastructure Improvements, as contemplated herein, by the time any final map

is filed with the City, the City shall negotiate the purchase of the necessary real property interests to allow the Developer to construct the Infrastructure Improvements as required by this Agreement and, if necessary, in accordance with the procedures established by law, use its power of eminent domain to acquire such required real property interests.

(3) Approval by City Engineer; Dedication and Acceptance. Upon substantial completion of the Infrastructure Improvements by Developer in accordance with the terms of this Agreement, the City Engineer shall inspect and approve the same, which approval shall not be unreasonably withheld or delayed. Upon such approval by City Engineer and Developer's dedication of the Infrastructure Improvements to City in the manner prescribed by applicable City codes, ordinances, and regulations, City shall accept the same, subject to Developer's compliance with the Existing Land Use Regulations.

(4) Operation and Maintenance of Infrastructure Improvements; Warranty. Upon acceptance of the Infrastructure Improvements by City, as contemplated above, (a) City shall, at its sole cost and expense, operate and maintain the Infrastructure Improvements in good and working order as part of its public systems; and (b) Developer shall have no further interest in or obligation in regard to the Infrastructure Improvements beyond that inuring to the public in general.

8. FEE CREDIT; CITY OBLIGATION TO REIMBURSE DEVELOPER. Developer, pursuant to this Agreement, will be financing the construction of Infrastructure Improvements that otherwise would be paid for by City or other parties, or would serve other properties beyond the Project Site, or would be financed by City Development Exaction Fees and other public utility and infrastructure funding sources. In consideration of the financing of such improvements by Developer, and in consideration of the substantial public benefits to be achieved by the Project during each year of the term of this Development Agreement, City and Developers agree that Developers shall be entitled to fee credits and reimbursement as provided in this Section 8. Pursuant to this Section 8, City shall offer fee credit and/or reimburse Developer for the City's fair and reasonable share of Developer's reasonable and actual cost and expense incurred in connection with the construction and installation of the Infrastructure Improvements (the "Reimbursement Amount"). Developer shall provide to City satisfactory evidence of such costs and expenses as actually incurred by Developer, as provided by Section 8(J) below.

A. Reimbursement Amount. The total Reimbursement Amount, not including costs associated with the Water Well Improvements or the Ramp Improvements Excess Cost (as defined below), shall not exceed Six Million Eight Hundred Seventy Thousand Dollars (\$6,870,000). This Reimbursement Amount, established based on the maximum reimbursement schedule set forth in Exhibit D, constitutes the City's fair and reasonable share of the Developer's reasonable and actual costs. City and Developer agree that due to the variability of potential costs associated with the Water Well Improvements and the Ramp Improvements, those costs are not fully included in the maximum Reimbursement Amount, but will be reimbursed in accordance with the terms set forth in Section 8(C) and Section 8(D) of this Agreement, respectively. In no event shall the City be required to reimburse an amount above Developer's actual costs and expenses. Developer shall provide to City satisfactory evidence of actual costs and expenses pursuant to Section 8(J) of this Agreement.

B. Fee Credit. To the extent Developer dedicates land, funds or constructs Infrastructure Improvements that exceed the size or capacity required to serve the Project Site for the benefit of other properties, or if such dedication or Infrastructure Improvements benefit other properties, regardless of their size or capacity, City shall provide Developer with credit against the Development Exaction Fees applicable to the Project, as generally set forth in Exhibit C-1. The fee credit shall equal (and shall not exceed) Developer's aggregate hard and soft costs (including land costs, if applicable) actually paid by Developer for the particular Infrastructure Improvement in question. Fee credit shall be given by the City at the time the applicable Development Exaction Fees would otherwise be paid by Developer.

C. Water Well Reimbursement. Upon Developer's completion and City's acceptance of the Water Well Improvements, City shall reimburse to Developer the full and complete actual costs to develop the Water Well, less any fee credits applicable to water well costs that are available to Developer in accordance with Section 8(B), subject to the terms and conditions set forth in this Section 8(C).

- (1) Reimbursable costs for the Development of the Water Well shall include all items required by the City Engineer to develop and make operational a water well to City Standards. Design and Engineering Costs, City permit and inspection fees, and Contract Overhead not to exceed 10% shall be eligible for reimbursement. Costs shall be documented in the manner described in Section 8(J) of this Agreement.
- (2) Prior to the selection of a contractor and commencement of work, Developer shall submit for approval by the City Engineer an itemized cost proposal for all improvements and associated expenses which will be eligible for reimbursement.
- (3) Reimbursement for the Water Well Improvements shall be made within 60 days of the City Engineer's determination of Actual Expenses Costs and Expenses as described in Section 8(J) of this Agreement.

D. Ramp Improvement Excess Cost. As set forth in Exhibit D, the total Reimbursement Amount includes estimated costs for the Ramp Improvements of One Million Ninety Thousand Seventy Six Dollars (\$1,090,076). The Parties recognize and agree that the actual cost of the Ramp Improvements may substantially deviate from the estimated cost shown in Exhibit D due to design changes that may be required by Caltrans after the Effective Date (such increased costs, the "Ramp Improvement Excess Costs"). City shall reimburse to Developer the full and complete actual costs to develop the Ramp Improvements up to a maximum total cost of Two Million Dollars (\$2,000,000), less the amount of One Million Ninety Thousand Seventy Six Dollars (\$1,090,076), if paid to Developer pursuant to Sections 8(E) and 8(F), subject to the terms and conditions set forth in this Section 8(D).

- (1) Reimbursable costs for the development of the Ramp Improvements shall include all items required by Caltrans, in consultation with the City. Design and Engineering Costs, City or Caltrans permit and inspection fees, and Contract Overhead not to exceed 10% shall be eligible for reimbursement. Costs shall be documented in the manner described in Section 8(J) of this Agreement.
- (2) Prior to the selection of a contractor and commencement of work, Developer shall submit for approval by the City Engineer an itemized cost proposal for all improvements and associated expenses which will be eligible for reimbursement.
- (3) Reimbursement for the Ramp Improvement Excess Costs shall be made through Supplemental Payments pursuant to Section 8(G), below.
- (4) To the extent that the actual cost of Infrastructure Improvements (not including costs associated with the Water Well Improvements or the Ramp Improvements Excess Cost) are below the total Reimbursement Amount, the difference shall be subtracted from the amount of the Ramp Improvement Excess Cost otherwise payable to Developer under this Section.

E. Partial Lump Sum Reimbursement at Completion and Acceptance of Infrastructure Improvements. In addition to any amount of fee credits or reimbursements made to Developer pursuant to Sections 8(B) through 8(D) of this Agreement, upon Developer's completion and City's acceptance of all Infrastructure Improvements as defined in this Agreement, City shall reimburse to Developer a sum of not less than one million dollars (\$1,000,000).

Any amount the City elects to reimburse to Developer in excess of \$1,000,000 pursuant to this Section may be credited against the amount to be reimbursed to Developer pursuant to Section 8(F) below. Partial Reimbursement of the Infrastructure Improvements pursuant to this Section shall be made within 60 days of the City Engineer's determination of Actual Costs and Expenses as described in Section 8(J) of this Agreement.

F. Partial Lump Sum Reimbursement After One Year of Phase 1 Project Operation. In addition to any amount of fee credits or reimbursements made to Developer pursuant to Sections 8(B), 8(C), 8(D) and 8(E) of this Agreement, upon the one-year anniversary of the issuance of a certificate of occupancy for the final building to be occupied in the Phase 1 Project, City shall reimburse to Developer an amount equal to the lesser of: (1) the actual, total combined costs for all Roadway Improvements and Traffic and Transportation Mitigation Fees, less any amount reimbursed to Developer pursuant to Section 8(E) of this Agreement; or (2) the sum of Five Million Two Hundred Thousand Dollars (\$5,200,000), less any amount reimbursed or scheduled to be reimbursed to Developer pursuant to Section 8(E) of this Agreement.

G. Reimbursement From Future Sales Taxes and Transient Occupancy Taxes - "Supplemental Payments". In addition to fee credits and reimbursements provided pursuant to Sections 8(B) through 8(F) of this Agreement, in order to reimburse Developer for a portion of the Developer's unreimbursed cost of the Infrastructure Improvements, City agrees to make periodic supplemental reimbursement payments ("Supplemental Payments") to Developer in the amounts, at the times, and subject to the terms and conditions set forth in this Section 8(G).

(1) Calculation of Supplemental Payments. The Supplemental Payments required to be made by City hereunder shall be calculated based upon the amount of Sales Taxes and Transient Occupancy Tax generated by the Project Site. "Sales Taxes" shall mean the sales tax revenues from the imposition of the Bradley-Burns Uniform Sales and Use Tax Law (commencing with Section 7200 of the Revenue and Taxation Code), as the same may be amended from time to time, that the California State Board of Equalization ("SBOE") determines are generated by the Project Site and are paid to the City. Any sales tax revenues generated by the Project Site that the SBOE determines are payable to any jurisdiction other than City shall be excluded in the calculation of Sales Taxes hereunder. "Transient Occupancy Tax" shall mean the special tax levied within the City of Madera pursuant to Chapter 4 of Title VIII of the Madera Municipal Code on the privilege of occupying a room or rooms, or other living space, in a hotel or other transient lodging facility where the occupancy is less than 30 days. In no event shall the Supplemental Payments required to be made hereunder be secured by the City's general fund.

(2) Timing of Supplemental Payments. The Supplemental Payments shall be made by the City semi-annually, in arrears, no later than May 15th (for the preceding July 1st through December 31st period) and November 15th (for the preceding January 1st through June 30th period). The first calendar year for which Supplemental Payments are made shall be the second calendar year during which the Project is open to the public for business and Sales Taxes and Transient Occupancy Taxes are generated. After the supplemental payments commence, City's obligation shall continue until the earlier of (a) the expiration of the term of this Development Agreement, or (b) the date on which the total amount of Supplemental Payments made to Developer pursuant to this Section, plus the fee credits and reimbursements previously received by Developer pursuant to Sections 8(B) through 8(F), equal the total Reimbursement Amount.

(3) Amount of Supplemental Payment. For each calendar year for which Developer is entitled to receive a Supplemental Payment hereunder, the Supplemental Payment for such calendar year shall be not less than one-half of the total combined amount of Sales Tax and Transient Occupancy Tax generated by the Project Site and received by the City.

(4) Calculation of Supplemental Payment. The City, prior to making each semi-annual Supplemental Payment, shall determine the total Sales Taxes and Transient Occupancy Tax generated from the Project Site during the prior semi-annual period and actually paid to the City for such period based on the data provided by the SBOE (Sales Tax) and the operator of the Project Site Hotel (Transient Occupancy Tax) to City, and based upon such determination and the formula described in Section 8(G)(3) above, the amount of the applicable semi-annual Supplemental Payment. Such determination as between City and Developer shall be conclusive and binding on City and Developer, except that either party shall have the right to contest the Sales Tax data provided by SBOE in accordance with the procedures available under applicable law. If any final decision in such contest results in a recalculation of such data, then the Parties shall make such adjustments in the amounts credited pursuant to this Section as are necessary to reflect the final determination. In the event that Developer is entitled to receive a Supplemental Payment for the prior semiannual period in accordance herewith, then City shall, in the ordinary course of business, remit the amount of the Supplemental Payment to Developer.

(5) Developer Cooperation. Developer shall cooperate with City in providing to City such information that Developer may have regarding Sales Taxes and Transient Occupancy Taxes, subject to any nondisclosure or confidentiality provisions in Developer's leases with its tenants, if any. Specifically, Developer shall provide and shall require any of its tenants, licensees, franchisees or transferees to provide to City copies of the quarterly sales tax reports submitted to the SBOE concurrently with submission to the SBOE.

H. Reimbursement from Benefited Properties. The Parties recognize that certain of the Infrastructure Improvements will significantly benefit the future development of other properties (the "Benefited Properties"). To facilitate equitable distribution of costs among benefitted properties, the City shall require that all individual developers of Benefited Properties reimburse the City for their fair share costs of the Infrastructure Improvements paid for by Developer. For each Benefited Property, full reimbursement shall be required as a condition precedent to the issuance of the first building permit for that Benefited Property. The City shall implement this requirement through the imposition of a condition of approval on the use permit or first tentative subdivision map of any nature approved for each Benefited Property and/or as a requirement of any development agreement entered into for a Benefited Property. The City shall not be obligated to pay reimbursements to Developer from funds received from individual developers of Benefited Properties. City shall have the option to utilize any such funds it collects to make the annual Supplemental Payment to the Developer in lieu of using Sales Tax and Transient Occupancy Tax generated by the Project Site as contemplated by Section 8(G) of this Agreement.

I. Waiver of Further Reimbursement. Except for the Reimbursement Amount, as set forth in this Development Agreement, Developer hereby waives all rights to any other reimbursements in relation to the Infrastructure Improvements.

J. Developer's Cost Documentation. Within ninety (90) days of City's acceptance of the Infrastructure Improvements, Developer shall provide City with evidence of actual and reasonable costs and expenses for the Infrastructure Improvements for which reimbursements are to be made, in order to determine the final Reimbursement Amount. Such evidence shall include executed contracts, invoices, cancelled checks, and other documents reasonably required by the City Engineer to determine the reasonable and actual costs of the Infrastructure Improvements, together with a written certification signed by an officer of Developer setting forth hard and soft costs paid by Developer for the Infrastructure Improvements (the "Developer's Cost Documentation"). The actual Reimbursement Amount and the Fee Credit shall be determined in the reasonable discretion of the City Engineer, in good faith, based on the Developer's Cost Documentation.

K. Right to Reimbursement. All rights to reimbursement shall be personal to the Developer and such rights shall not run with the Property. Notwithstanding the foregoing, Developer may transfer or convey its right to fee credit or reimbursement to a third party, upon written notification to the City of said transfer or conveyance.

L. Term for Credits and Reimbursements. City shall not be obligated to pay any funds to Developer toward the Reimbursement Amount following the expiration of the term of this Development Agreement.

M. Installation of Monuments as Condition Precedent to Reimbursements. The installation of monuments required in conjunction with the approval and recordation of the Parcel Map creating the Project Site (TPM 2015-01) shall occur prior to the issuance of any reimbursements specified in Section 8 of this Agreement.

9. CONSTRUCTION OF HISTORIC PEDESTRIAN PLAZA. Notwithstanding any other provision of this Agreement, Developer shall construct and complete the Historic Pedestrian Plaza as identified in Recital C and the Existing Development Approvals, no later than issuance of a certificate of occupancy for the final building to be occupied in the Phase 1 Project.

10. RESERVATION OF AUTHORITY. The following shall be referred to as City's "Reservation of Authority":

A. Limitations, Reservations, and Exceptions. Notwithstanding any other provision of this Development Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Project Site:

- (1) Processing fees and charges imposed by City to cover the estimated actual costs to City of processing applications for Subsequent Development Approvals, provided such fees are consistent with fees and charges imposed generally by City on all new development.
- (2) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure.
- (3) Regulations governing construction standards and specifications, including, without limitation, the City's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Fire Code.
- (4) Regulations which are in conflict with the Development Plan provided Developer has given written consent to the application of such regulations to development of the Project Site.
- (5) Regulations required to be adopted by changes in State or Federal law.

B. Subsequent Development Approvals. This Development Agreement shall not prevent City, in acting on Subsequent Development Approvals, from applying the Subsequent Land Use Regulations which do not conflict with the Development Plan, nor shall this Development Agreement prevent City from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or Subsequent Land Use Regulations not in conflict with the Development Plan.

C. Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations enacted after the Effective Date of this Development Agreement prevent or preclude compliance with one or more of the provisions of this Development Agreement, such provisions of this Development Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations and the remainder of this Development Agreement shall remain in full force and effect.

D. Regulation by Other Public Agencies. It is acknowledged by the Parties that other public agencies not within the control of City possess authority to regulate aspects of the development of the Project Site separately from or jointly with City. This Development Agreement does not limit the authority of such other public agencies.

11. DEVELOPMENT OF THE PROPERTY; TIMING AND CHANGES/AMENDMENTS.

A. Rights to Develop. Subject to the terms of this Development Agreement, Developer shall have a vested right to develop the Project in accordance with and to the extent of the Development Plan. The Project shall be subject to all Subsequent Development Approvals, if any, required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Development Agreement, the permitted uses of the Project Site, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan. The Project shall be subject to all mitigation measures specified in the Final EIR and Mitigation Monitoring Program as certified and adopted by the Planning Commission on August 16, 2016. In addition, City agrees that (i) the City shall not require any additional land dedications, additional construction of infrastructure improvements or any additional impact mitigation measures beyond those required by the Existing Land Use Approvals, including this Development Agreement, in connection with, and as a condition to, the development and construction of any portion of the Project, and the Project shall not be subject to any such additional requirements imposed pursuant to Future General Regulations or Subsequent Land Use Regulations; and (ii) the Development Exactions imposed in connection with, and as a condition to, the development and construction of any portion of the Project shall be limited to the Development Exactions as set forth on Exhibits C-1 and C-2 and the Project shall not be subject to any additional Development Exactions imposed pursuant to Future General Regulations or Subsequent Land Use Regulations.

B. Timing of Development. It is anticipated that the Infrastructure Improvements will be constructed in conjunction with Developer's development of its travel center and related improvements on the Project Site, as referenced in Recital C. The Parties acknowledge that Developer cannot at this time predict when or the rate at which the Project Site will be developed, since the same depends upon numerous factors which are not within the control of Developer, including without limitation, timing of Developer obtaining fee title to the Project Site, delay in obtaining necessary easement or other rights in third-party property, and market and weather conditions. Since the California Supreme Court held in *Pardee Construction v. City of Camarillo*, 37 Cal. 3d 465 (1984) that the failure of the parties in that case to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that Developer shall have the right to develop the Project Site in such order and at such rate and at such times as Developer deems appropriate within the exercise of Developer's subjective business judgment, subject only to any timing requirements set forth in the Existing Development Approvals and the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Project Site shall be deemed to conflict with the Existing Development Approvals and therefore shall not be applicable to the development of the Project Site.

C. Effect of Development Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Development Agreement, the rules, regulations, and official policies governing permitted uses of the Project Site, the density and intensity of use of the property, the maximum height and size of proposed buildings, and the design, improvement, and construction standards and specifications applicable to development of the Project Site shall be the Existing Land Use Regulations. City shall exercise its lawful reasonable discretion in connection with Subsequent Development Approvals in accordance with the Development Plan, and as provided by this Development Agreement. City shall accept for processing, review, and action all applications for Subsequent Development Approvals, and such applications shall be processed in the normal manner for processing such matters. City may, at the request of Developer, contract for planning and engineering consultant services to expedite the review and processing of Subsequent Development Approvals, the cost of which shall be borne by Developer.

D. Amendments and Modifications.

(1) Major Amendments. Any amendment to this Development Agreement which affects or relates to (a) the term of this Development Agreement; (b) permitted uses of the Project Site; (c) provisions for the reservation or dedication of land; (d) conditions, terms, restrictions or requirements for subsequent discretionary actions; (e) the density or intensity of use of the Project Site or the maximum height or gross square footage of proposed buildings; or (f) monetary contributions by Developer, shall be deemed a "Major Amendment" and shall require giving of notice and a public hearing before the Planning Commission and City Council. Any amendment which is not a Major Amendment shall be deemed a Minor Modification (as further defined in and subject to Section 11(D)(2) below). The City Manager or his or her designee shall have the authority, in his or her reasonable discretion, to determine if an amendment is a Major Amendment subject to this Section 11(D)(1) or a Minor Modification subject to Section 11(D)(2) below. The City Manager's determination may be appealed to the City Council.

(2) Minor Modifications. The Parties acknowledge that refinement and further implementation of the Project may demonstrate that certain minor changes may be appropriate with respect to the details and performance of the Parties under this Development Agreement. The Parties desire to retain a certain degree of flexibility with respect to the details of the Project and with respect to those items covered in the general terms of this Development Agreement. If and when the Parties find that clarifications, minor changes, or minor adjustments are necessary or appropriate and do not constitute a Major Amendment under Section 11(D)(1) (each a "Minor Modification"), they shall effectuate such Minor Modification through a written instrument executed by the Developer and City Manager. Unless otherwise required by law or the Municipal Code, no Minor Modification shall require prior notice or hearing, nor shall it constitute an amendment to this Development Agreement.

12. PERIODIC REVIEW FOR COMPLIANCE WITH DEVELOPMENT AGREEMENT. In accordance with California Government Code Section 65865.1, City shall review this Development Agreement at least once during every twelve (12) month period from the Effective Date of this Development Agreement, at which time Developer shall demonstrate good faith compliance with the terms of this Development Agreement, as reasonably requested by City. Failure by City in any given calendar year to undertake and complete its annual review of the Agreement shall constitute a finding by City that Developer is in compliance with all of the terms and conditions of this Agreement for that calendar year.

13. AMENDMENT OR CANCELLATION OF DEVELOPMENT AGREEMENT. This Development Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties and in the manner provided for in California Government Code Sections 65867, 65867.5, and 65868. The provisions of this Section do not impact the rights or remedies of the Parties (including without limitation, the right to terminate this Development Agreement) in the case of a Developer Default or City Default, as addressed in Section 14 below.

14. EVENTS OF DEFAULT; REMEDIES.

A. Default By Developer; City's Remedies. Developer is in default under this Development Agreement (a "Developer Default") if City makes a finding and determination that upon the basis of substantial evidence (as provided to Developer) the Developer has not complied in good faith with one or more of the material terms or conditions of this Development Agreement for ninety (90) days after receipt of written notice thereof, or such longer cure period as agreed to by City. In the case of a Developer Default, City shall conduct a hearing utilizing the periodic review procedures of Section 12 before City may terminate this Development Agreement. In such case,

Developer acknowledges that City shall have such termination right because the remedies provided by law, including, but not limited to, damages, are deemed by City to be inadequate to fully remedy a Developer Default and due to the extreme difficulty of assessing with certainty damages for such Developer Default. The above notwithstanding, if City elects to terminate this Development Agreement, the Developer may challenge such termination by instituting legal proceedings, in which event the court shall exercise its review, based on substantial evidence, as to the existence of cause for termination.

B. Default By City; Developer's Remedies. City is in default under this Development Agreement (a "City Default") if Developer makes a finding and determination that upon the basis of substantial evidence (as provided to City), City has not complied in good faith with one or more of the material terms or conditions of this Development Agreement for ninety (90) days after receipt of written notice thereof, or such longer cure period as agreed to by Developer. In the case of a City Default, Developer may pursue any legal or equitable remedies available to it under this Development Agreement or otherwise.

C. Waiver and Nature of Remedies. No default under this Development Agreement can be waived unless in writing. Waiver of any one default shall not be deemed to be a waiver of any other default of the same or any other provision hereof. Failure or delay in giving written notice of default shall not waive a party's right to give future notice of the same or any other default. Remedies under this Development Agreement shall be deemed cumulative and not exclusive.

D. Limitation of Liability. Notwithstanding anything in this Development Agreement to the contrary, neither party, under any circumstances, shall be liable to the other party for any punitive or exemplary damages arising out of this Development Agreement. This Section 14(D) shall survive termination of the Development Agreement.

15. UNIFORM CODES. This Development Agreement does not prevent the City from adopting and amending in compliance with State law certain Uniform Codes which are based on recommendations of a multi-state professional organization and which become applicable throughout the City -- including that portion of the Property subject to this Development Agreement. Such Uniform Codes include, but are not limited to, the *Uniform Building Code, Uniform Mechanical Code, National Electrical Code, and Uniform Fire Code.*

16. PREVAILING WAGE COMPLIANCE. Developer shall comply with all state and federal labor laws, including without limitation, those requiring the payment of prevailing wage. All fee credits and the Reimbursement Amount are intended to compensate Developer for no more than the cost associated with the construction and installation of Infrastructure Improvements required as a condition of regulatory approval. In accordance with California Labor Code Section 1720(c)(2), such compliance shall require Developer to pay prevailing wages in connection with the construction of and installation of all Infrastructure Improvements for which Developer is receiving a portion of the Reimbursement Amount or fee or fee credits, but not in connection with the construction of any other portion of the Project.

17. LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT. In regard to Avenue 17 and Sharon Boulevard median landscaping comprising part of the Infrastructure Improvements, City and Developer agree to reasonably cooperate in either (i) the creation of a landscape and lighting maintenance district ("LMD"); or (ii) annexing the relevant landscaping site into existing Zone 51 LMD, pursuant to California Streets and Highways Code Section 22500, et seq., for purposes of the payment of operation, maintenance and other covered costs associated with the such landscaping and lighting improvements. In the event City desires to create a new LMD, Developer agrees to reasonably cooperate in the proceedings for such creation by not opposing the formation of the LMD and, as applicable, casting a vote in favor of the LMD's creation; provided that the initial amount of the maximum assessment shall be in accordance with the Engineer's Report prepared for the LMD, and annual adjustments to the special tax shall not exceed the rate of inflation.

18. PUBLIC HEALTH AND SAFETY CONCERNS; APPLICATION OF FUTURE REGULATIONS.

A. This Development Agreement does not prevent the City from adopting Future General Regulations and applying such Future General Regulations to the Project and the Project Site, provided that City's City Council adopts findings that a failure to apply such Future General Regulations would create a fire, life, or safety hazard. These findings shall be based upon substantial evidence in the record from a hearing conducted by City's City Council as to which the Developer was provided at least ten (10) days advance written notice.

B. Notwithstanding Section 18(A) above, the City shall not apply to the Project or the Project Site any Future General Regulations which prevent, preclude, or unreasonably delay or alter or in any way affect the implementation of all or any portion of the Development Plan, unless City's City Council, in accordance with subsection (A) above, also makes a finding that such Future General Regulations are reasonably necessary to correct or avoid such injurious or detrimental condition. Any Future General Regulations applied to the Project or the Project Site pursuant to this subsection shall only apply for the duration necessary to correct and avoid such injurious or detrimental condition.

19. ASSIGNMENT, TRANSFER OR SALE.

A. Right to Assign. Developer shall have the right to sell, transfer or assign the Project Site in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, *et seq.*) to any person, partnership, joint venture, firm, corporation or other entity at any time during the term of this Development Agreement; provided, however, that any such sale, transfer, or assignment shall include the assignment and assumption of the rights (including the right to receive all or any portion of the Reimbursement Amount), duties, and obligations arising under or from this Development Agreement to the extent reasonably applicable to the transferred portion of the Project Site and be made in strict compliance with the following conditions precedent:

- (1) No sale, transfer, or assignment of any right or interest under this Development Agreement shall be made unless made together with the sale, transfer, or assignment of all or a part of the Project Site. Developer agrees to provide specific notice of this Development Agreement, including the record or document number, where a true and correct copy of this Development Agreement may be obtained from the County Clerk/County Recorder of the County of Madera, in any grant deed or other document purporting to transfer the title or an interest in the Project Site during the term of this Development Agreement or any extension thereof.
- (2) Concurrent with any such sale, transfer, or assignment, or within fifteen (15) business days thereafter, Developer shall notify City, in writing, of such sale, transfer, or assignment and shall provide City with an executed Assignment and Assumption Agreement, substantially in the form specified in Exhibit J, by the purchaser, transferee, or assignee, providing therein that the purchaser, transferee, or assignee expressly and unconditionally assumes all the duties and obligations of the Owner/Developer under this Development Agreement to the extent allocable to the portion of the Project Site transferred, other than duties that are expressly reserved and retained by the transferor in such agreement, where the transferor still owns a portion of the Project Site. Any sale, transfer, or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Developer under this Development Agreement. Notwithstanding the failure of any purchaser, transferee, or assignee to execute the agreement required under this section, the burdens of this Development Agreement shall be binding upon such purchaser, transferee, or assignee, to the extent allocable to the portion of the Project Site transferred, but the benefits of this Development

Agreement shall not inure to such purchaser, transferee, or assignee until and unless such assumption agreement is executed.

- (3) Reorganization Not an Assignment. Notwithstanding anything to the contrary set forth above, the following shall not be deemed an assignment under this Development Agreement: (i) any sale, pledge, assignment or other transfer of all or a portion of the Project Site to an entity directly controlled by Developer or its affiliates and (ii) any change in Developer entity form, such as a transfer from a corporation to a limited liability company or partnership, that does not affect or change beneficial ownership of the Project Site; provided, however, in such event, Developer shall provide to City written notice, together with such backup materials or information reasonably requested by City, within thirty (30) days following the date of such reorganization or City's request for backup information, as applicable.

B. Release of Transferring Owner. Notwithstanding any sale, transfer, or assignment, Developer or any successor Owner thereof shall continue to be obligated under this Development Agreement unless Developer or such subsequent Owner is given a release in writing, signed by City, which release shall be provided by City upon the full satisfaction by Developer or such subsequent Owner of all of the following conditions:

- (1) Developer or Owner no longer has a legal interest in all or any part of the Project site except as a beneficiary under a deed of trust; or if such requested release relates only to a portion of the Project site, Developer or Owner no longer has a legal interest in such portion of the Project site except as a beneficiary under a deed of trust.
- (2) Developer or Owner is not then in default under this Development Agreement beyond the applicable cure period.
- (3) Developer or Owner or purchaser has provided City with the notice and executed assumption agreement required under Section 19(A)(2) above.
- (4) Developer or Owner has reimbursed City for any and all reasonable City costs associated with Developer or Owner's transfer of all or a portion of the Project Site.

20. NOTICE. Unless expressly provided otherwise in this Development Agreement, any notices, reports, communications, and payments hereunder must be in writing and given by personal delivery or sent by (i) registered or certified mail return receipt requested, postage prepaid, (ii) nationally recognized overnight courier service, or (iii) facsimile transmission, addressed as follows (unless written notice of change thereof is provided):

To City:
 City Clerk
 City of Madera City Hall
 205 West Fourth Street
 Madera, California 93637
 Facsimile: (559) 674-2972

To Developer:
 Love's Travel Stops & Country Stores, Inc.
 10601 N. Pennsylvania Ave.
 Oklahoma City, OK 73120
 Attention: Kym VanDyke, Project Manager
 Facsimile: (405) 463.3581

With copy to (at same address):
 City Attorney
 Facsimile: (559) 673-1304

With copy to (at same address):
 General Counsel and Director of Legal Services
 Facsimile: (405) 463.3576

To Landowner:

Lisa M. Guzman
7173 North Blackstone Street
Fresno, CA 93650

Notice shall be deemed received on the earlier of (a) actual receipt, (b) 3 business days after deposit in the U.S. Mail, (c) the first business day after deposit with an overnight courier, or (d) if by facsimile transmittal, upon receipt of proof of transmission. Any notice or communication not received because of a change of address or facsimile number, without notice to the other party thereof, or refusal to accept delivery, will be deemed received, notwithstanding the same, as set forth above.

21. MORTGAGEE PROTECTION. The Parties hereto agree that this Development Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Project Site or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Project Site, except as limited by the provisions of this section. City acknowledges that the lenders providing such financing may require certain Development Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Development Agreement. Any mortgagee of the Project Site shall be entitled to the following rights and privileges:

A. Neither entering into this Development Agreement nor a breach of this Development Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Project Site made in good faith and for value, unless otherwise required by law.

B. The mortgagee of any mortgage or deed of trust encumbering the Project Site, or any part thereof, which mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Developer in the performance of Developer's obligations under this Development Agreement.

C. If City receives a timely request from a mortgagee requesting a copy of any notice of default given to Developer under the terms of this Development Agreement, City shall provide a copy of that notice to the mortgagee within ten (10) days of sending the notice of default to Developer. The mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed to Developer under this Development Agreement.

D. Any mortgagee who comes into possession of the Project Site, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Project Site, or part thereof, subject to the terms of this Development Agreement. Notwithstanding any other provision of this Development Agreement to the contrary, no mortgagee shall have an obligation or duty under this Development Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and further provided that any sale, transfer or assignment by any mortgagee in possession shall be subject to the provisions of Section 19 of this Agreement.

00175488.DOCX;2}

22. MISCELLANEOUS.

A. Entire Agreement; Binding Effect. This Development Agreement contains the entire agreement and understanding of Developer and City in regard to the Project and supersedes all negotiations and proposed agreements, whether oral or written, between Developer and City in regard to the subject matter hereof. Each party acknowledges that it has read this Development Agreement and has signed it freely and voluntarily without reliance on any representations or promises made by the other, or the other party's attorneys or representatives, except as expressly set forth in this Development Agreement. This Development Agreement is and shall be binding upon and shall inure to the benefit of the affiliates, subsidiaries, successors, assigns, agents, officers, current employees and administrators of each of Developer and City.

B. Interpretation. Developer and City expressly intend that this Development Agreement shall not be construed against either party, as this Development Agreement was negotiated at arms' length between City and Developer, both of whom were represented by legal counsel, and all of whom contributed to the drafting of this Development Agreement. Any reference within this Development Agreement to a Section shall be construed to reference all Subsections of that referenced Section.

C. Enforcement. Developer and City agree that the Superior Court in Madera County shall have jurisdiction over the implementation and enforcement of this Development Agreement, and shall have the power and authority to make such further or supplemental orders, directions, and other relief as may be necessary or appropriate for the interpretation, enforcement, or carrying out of this Development Agreement.

D. Governing Law. Except as expressly provided in this Development Agreement, all questions with respect to this Development Agreement, and the rights and liabilities of the Developer and City, shall be governed by the laws of the State of California.

E. Further Actions. Each party shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Development Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file of record such required instruments and writings and take any actions as may be reasonably necessary, to implement this Development Agreement or to evidence or consummate the transactions contemplated by this Development Agreement.

F. Counterpart Execution. This Development Agreement may be executed in counterparts. When each party has signed and delivered its respective counterpart to the other party, each counterpart shall be deemed an original, and when taken together will constitute one and the same Development Agreement, which will be binding and effective as to Developer and City.

G. Attorneys' Fees. To the extent permitted by law, if either party commences legal action against the other to enforce its rights hereunder, the prevailing party in such action shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental thereto.

H. Estoppel Certificate. Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party (and to the extent true), (i) this Development Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Development Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (iii) the requesting party is not in default in the performance of its obligations under this Development Agreement, or if in default, to describe therein the nature of such default. The party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt

UNRECORDED - CITY COUNCIL AGENDA (2-22-15)

thereof. City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees of Developer.

I. Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Development Agreement, all deadlines under this Agreement, including but not limited the deadline for Developer to submit a Substantially Complete Building Permit Application under Section 6(A) shall be extended; and the performance by any Party of its obligations under this Agreement shall not be deemed to be in Default, and the time for performance of such obligation shall be extended where delays or default are due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, acts of terrorism, governmental restrictions or permitting delays imposed or mandated by governmental entities including the City (in the case of another Party relying on the Force Majeure Event), delays in securing or obtaining necessary easements or rights of way, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, seasonal species or habitat surveying or remediation requirements, litigation, or similar bases for excused performance beyond the reasonable control of the party relying thereupon to excuse performance hereunder (each a "Force Majeure Event"). If written notice of such delay is given to City within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted by the City Manager in writing for the period of the enforced delay, or longer as may be mutually agreed upon. In any event, the party relying on any such Force Majeure Event to excuse performance hereunder shall act in good faith, and with due diligence, to recommence performance at the earliest possible date.

J. Indemnity. Developer agrees to and shall defend, indemnify and hold harmless the City, its City Council, boards and commissions, officers, agents, employees, volunteers and other representatives (collectively referred to as "City Indemnified Parties") from and against any and all loss, liability, damages, cost, expense, claims, demands, suits, attorney's fees and judgments (collectively referred to as "Damages"), including but not limited to claims for damage for personal injury (including death) and claims for property damage arising directly or indirectly from the following: (1) for any act or omission of Developer or those of its officers, board members, agents, employees, volunteers, contractors, subcontractors or other persons acting on its behalf (collectively referred to as the "Developer Parties") which occurs during the Term and relates to this Agreement; (2) for any act or omission related to the operations of Developer Parties, including but not limited to the maintenance and operation of areas on the Project Site accessible to the public. Developer's obligation to defend, indemnify and hold harmless applies to all actions and omissions of Developer Parties as described above caused or alleged to have been caused in connection with the Project or Agreement, except to the extent any Damages are caused by the active negligence or willful misconduct of any City Indemnified Parties. This Section 22(J) applies to all Damages suffered or alleged to have been suffered by the City Indemnified Parties regardless of whether or not the City prepared, supplied or approved plans or specifications or both for the Project. During the term of the Agreement, Developer shall maintain insurance in a form and amount acceptable to the City Attorney, with a maximum per-occurrence combined single limit of one million dollars (\$1,000,000), to assure Developer's ability to satisfy the indemnification requirements of this Section 22(J). Developer may satisfy the insurance requirements of this Section through self-coverage or through existing insurance coverage maintained by Developer.

K. City's Right to Defense. The City shall have the right to approve legal counsel retained by Developer to defend any claim, action or proceeding which Developer is obligated to defend pursuant to Section 22(J), which approval shall not be unreasonably withheld, conditioned or delayed. If any conflict of interest results during the mutual representation of the City and Developer in defense of any such action, or if the City is reasonably dissatisfied with legal counsel retained by Developer, the City shall have the right (a) at Developer's costs and expense, to have the City Attorney undertake and continue the City's defense, or (b) with Developer's approval, which shall not be reasonably withheld or delayed, to select separate outside legal counsel to undertake and continue the City's defense.

[EXECUTION PAGE(S) TO FOLLOW]

UNCLASSIFIED//FOR OFFICIAL USE ONLY (U//FOUO)

IN WITNESS WHEREOF, City and Developer have agreed to and executed this Development Agreement having an Effective Date of _____, 20__ (to be the date of recording, following full execution, with Madera County Clerk/County Recorder).

BY: _____
MAYOR

ATTEST:
_____, CITY CLERK

By: _____
City Clerk
(Seal)

APPROVED AS TO FORM:

City Attorney

DATE: _____

RECOMMENDED BY: CITY CLERK/RECORDER (12-2-2015)

DEVELOPER:

LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.

By: _____
(Signature)

(Typed Name)

Its: _____
(Title)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Madera)

On _____ before me, _____
Date Here Insert Name and Title of Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

2025 RELEASE UNDER E.O. 14176

LANDOWNER:

LISA M. GUZMAN, TRUSTEE OF THE BYPASS TRUST UNDER THE GUZMAN LIVING TRUST DATED MAY 13, 2013

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Madera)

On _____ before me, _____

Date

Here Insert Name and Title of Officer

personally appeared _____

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

RECOMMENDED BY CALIFORNIA COUNTY CLERKS ASSOCIATION (02-2-2009)

LANDOWNER:

LISA M. GUZMAN, TRUSTEE OF THE SURVIVOR'S TRUST UNDER THE GUZMAN LIVING TRUST DATED MAY 13, 2013

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Madera)

On _____ before me, _____
Date Here Insert Name and Title of Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

REC'D - CIVIL RIGHTS DIVISION - DISTRICT OF COLUMBIA

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 013-240-003

Beginning at the Northeast corner of Section 10, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, County of Madera, State of California; thence along the East line of Section 10, South 0° 10' East 1,331.25 feet to the Southeast corner of the North half of the Northeast quarter of Section 10; thence along the North line of a 51.272 acre tract of land conveyed by Henry Miller to Charles Schmidt, on December 5, 1893, South 89° 55' West 1,029.12 feet along the South line of said North half of the Northeast quarter to a point on the Easterly right of way line of the Southern Pacific Railroad; thence along said Easterly right of way line North 44° 15' West 1,858.76 feet to a point on the North line of Section 10; thence leaving railroad, North 89° 58' East 2,332.30 feet to the point of beginning.

EXCEPTING THEREFROM a road easement over and upon a strip of land 30 feet in width along the North line of and within above described tract of land for use as a right of way easement for a public road, as previously reserved of record.

ALSO EXCEPTING THEREFROM that portion granted to the State of California, in Deed executed by Felisberto da Silva, et al, and recorded February 24, 1971 in Book 1081 Page 532, as Document No. 2225 of Official Records.

AND ALSO EXCEPTING THEREFROM that portion granted to the County of Madera, in Deed executed by Jim Vincenzo Gagliardi, et al, and recorded October 24, 2003 as Document No. 03045789 of Official Records.



LANE ENGINEERS, INC.
CIVIL • STRUCTURAL • SURVEYING
979 N. Blackstone Street
Tulare, California 93274
559.688.5263
www.laneengineers.com

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Lane Project No. 14271

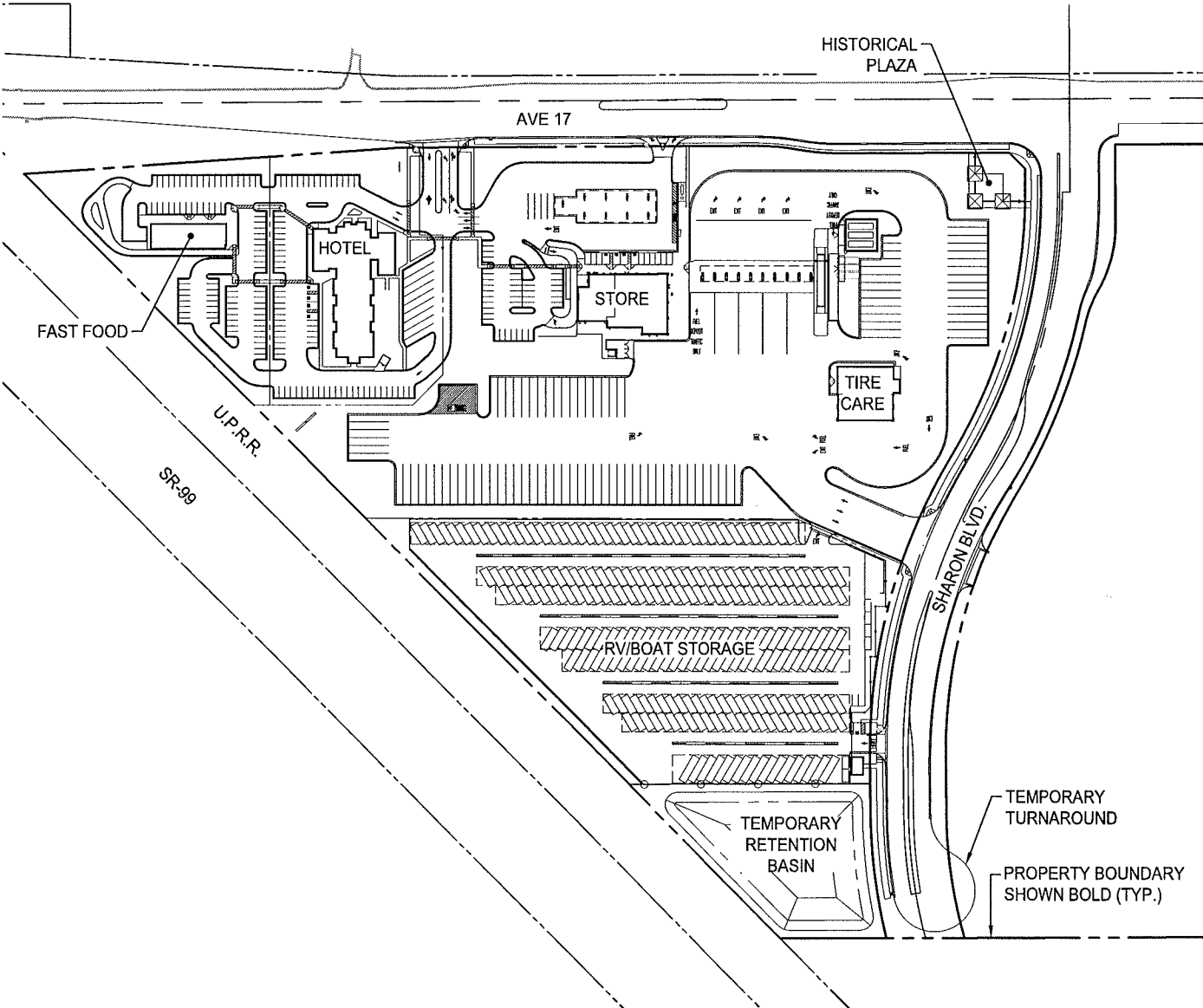


EXHIBIT 'B'
DEPICTION OF PROJECT SITE



Development Exactions - Development Impact Fees and Credit Amounts

<u>DESCRIPTION</u>	<u>Base Calculation</u>			<u>Projected Credit Amount</u>		
	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>COST</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>COST</u>
A. TRAVEL STOP						
Administrative Impact Fee	20,054 SF	\$0.024	\$481	0 SF	\$0.024	\$0
Fire Department Impact Fee	20,054 SF	\$0.036	\$722	0 SF	\$0.036	\$0
General Government Impact Fee	20,054 SF	\$0.012	\$241	0 SF	\$0.012	\$0
Police Department Impact Fee	20,054 SF	\$0.072	\$1,444	0 SF	\$0.072	\$0
Public Works Impact Fee	20,054 SF	\$0.133	\$2,667	0 SF	\$0.133	\$0
Sewer Additional Impact Fee	20,054 SF	\$0.169	\$3,389	20,054 SF	\$0.169	\$3,389
Storm Drain Impact Fee	20,054 SF	\$1.210	\$24,265	20,054 SF	\$1.210	\$24,265
Sewer Exist Obl. Impact Fee	20,054 SF	\$0.036	\$722	20,054 SF	\$0.036	\$722
Streets (16 ft Arterial Median)	20,054 SF	\$0.142	\$2,848	20,054 SF	\$0.142	\$2,848
Streets (24 ft Collector Lane)	20,054 SF	\$0.251	\$5,034	20,054 SF	\$0.251	\$5,034
Streets (12 ft Arterial Lane)	20,054 SF	\$0.251	\$5,034	20,054 SF	\$0.251	\$5,034
Transportation Impact Fee	20,054 SF	\$0.254	\$5,094	20,054 SF	\$0.254	\$5,094
Traffic Signal Impact Fee	20,054 SF	\$0.087	\$1,745	20,054 SF	\$0.087	\$1,745
Water Impact Fee (Pipes)	20,054 SF	\$0.072	\$1,444	20,054 SF	\$0.072	\$1,444
Wastewater Treatment Plant Impact Fee	20,054 SF	\$0.763	\$15,301	20,054 SF	\$0.763	\$15,301
Water Impact Fee (Wells)	20,054 SF	\$0.133	\$2,667	20,054 SF	\$0.133	\$2,667
SUB-TOTAL TRAVEL STOP			\$73,097			\$67,542

Development Exactions - Development Impact Fees and Credit Amounts

B. HOTEL

Administrative Impact Fee	57,792 SF	\$0.024	\$1,387	0 SF	\$0.024	\$0
Fire Department Impact Fee	57,792 SF	\$0.036	\$2,081	0 SF	\$0.036	\$0
General Government Impact Fee	57,792 SF	\$0.012	\$694	0 SF	\$0.012	\$0
Police Department Impact Fee	57,792 SF	\$0.072	\$4,161	0 SF	\$0.072	\$0
Public Works Impact Fee	57,792 SF	\$0.133	\$7,686	0 SF	\$0.133	\$0
Sewer Additional Impact Fee	57,792 SF	\$0.169	\$9,767	57,792 SF	\$0.169	\$9,767
Storm Drain Impact Fee	57,792 SF	\$1.210	\$69,928	57,792 SF	\$1.210	\$69,928
Sewer Exist Obl. Impact Fee	57,792 SF	\$0.036	\$2,081	57,792 SF	\$0.036	\$2,081
Streets (16 ft Arterial Median)	57,792 SF	\$0.142	\$8,206	57,792 SF	\$0.142	\$8,206
Streets (24 ft Collector Lane)	57,792 SF	\$0.251	\$14,506	57,792 SF	\$0.251	\$14,506
Streets (12 ft Arterial Lane)	57,792 SF	\$0.251	\$14,506	57,792 SF	\$0.251	\$14,506
Transportation Impact Fee	57,792 SF	\$0.254	\$14,679	57,792 SF	\$0.254	\$14,679
Traffic Signal Impact Fee	57,792 SF	\$0.087	\$5,028	57,792 SF	\$0.087	\$5,028
Water Impact Fee (Pipes)	57,792 SF	\$0.072	\$4,161	57,792 SF	\$0.072	\$4,161
Wastewater Treatment Plant Impact Fee	57,792 SF	\$0.763	\$44,095	57,792 SF	\$0.763	\$44,095
Water Impact Fee (Wells)	57,792 SF	\$0.133	\$7,686	57,792 SF	\$0.133	\$7,686
SUB-TOTAL HOTEL			\$210,652			\$194,643

Development Exactions - Development Impact Fees and Credit Amounts

C. RESTAURANT PAD

Administrative Impact Fee	4,400 SF	\$0.024	\$106	0 SF	\$0.024	\$0
Fire Department Impact Fee	4,400 SF	\$0.036	\$158	0 SF	\$0.036	\$0
General Government Impact Fee	4,400 SF	\$0.012	\$53	0 SF	\$0.012	\$0
Police Department Impact Fee	4,400 SF	\$0.072	\$317	0 SF	\$0.072	\$0
Public Works Impact Fee	4,400 SF	\$0.133	\$585	0 SF	\$0.133	\$0
Sewer Additional Impact Fee	4,400 SF	\$0.169	\$744	4,400 SF	\$0.169	\$744
Storm Drain Impact Fee	4,400 SF	\$1.210	\$5,324	4,400 SF	\$1.210	\$5,324
Sewer Exist Obl. Impact Fee	4,400 SF	\$0.036	\$158	4,400 SF	\$0.036	\$158
Streets (16 ft Arterial Median)	4,400 SF	\$0.142	\$625	4,400 SF	\$0.142	\$625
Streets (24 ft Collector Lane)	4,400 SF	\$0.251	\$1,104	4,400 SF	\$0.251	\$1,104
Streets (12 ft Arterial Lane)	4,400 SF	\$0.251	\$1,104	4,400 SF	\$0.251	\$1,104
Transportation Impact Fee	4,400 SF	\$0.254	\$1,118	4,400 SF	\$0.254	\$1,118
Traffic Signal Impact Fee	4,400 SF	\$0.087	\$383	4,400 SF	\$0.087	\$383
Water Impact Fee (Pipes)	4,400 SF	\$0.072	\$317	4,400 SF	\$0.072	\$317
Wastewater Treatment Plant Impact Fee	4,400 SF	\$0.763	\$3,357	4,400 SF	\$0.763	\$3,357
Water Impact Fee (Wells)	4,400 SF	\$0.133	\$585	4,400 SF	\$0.133	\$585
SUB-TOTAL RESTAURANT PAD			\$16,038			\$14,819

Development Exactions - Development Impact Fees and Credit Amounts

D. RV/BOAT STORAGE

Administrative Impact Fee	600 SF	\$0.024	\$14	0 SF	\$0.024	\$0
Fire Department Impact Fee	600 SF	\$0.036	\$22	0 SF	\$0.036	\$0
General Government Impact Fee	600 SF	\$0.012	\$7	0 SF	\$0.012	\$0
Police Department Impact Fee	600 SF	\$0.072	\$43	0 SF	\$0.072	\$0
Public Works Impact Fee	600 SF	\$0.133	\$80	0 SF	\$0.133	\$0
Sewer Additional Impact Fee	600 SF	\$0.169	\$101	600 SF	\$0.169	\$101
Storm Drain Impact Fee	600 SF	\$1.210	\$726	600 SF	\$1.210	\$726
Sewer Exist Obl. Impact Fee	600 SF	\$0.036	\$22	600 SF	\$0.036	\$22
Streets (16 ft Arterial Median)	600 SF	\$0.142	\$85	600 SF	\$0.142	\$85
Streets (24 ft Collector Lane)	600 SF	\$0.251	\$151	600 SF	\$0.251	\$151
Streets (12 ft Arterial Lane)	600 SF	\$0.251	\$151	600 SF	\$0.251	\$151
Transportation Impact Fee	600 SF	\$0.254	\$152	600 SF	\$0.254	\$152
Traffic Signal Impact Fee	600 SF	\$0.087	\$52	600 SF	\$0.087	\$52
Water Impact Fee (Pipes)	600 SF	\$0.072	\$43	600 SF	\$0.072	\$43
Wastewater Treatment Plant Impact Fee	600 SF	\$0.763	\$458	600 SF	\$0.763	\$458
Water Impact Fee (Wells)	600 SF	\$0.133	\$80	600 SF	\$0.133	\$80
SUB-TOTAL RV/BOAT STORAGE			\$2,187			\$2,021

Project Totals
\$301,974
\$279,025

Development Exactions - Traffic and Transportation Mitigation Fees

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>AIR SHARE %</u>	<u>COST</u>
I. INTERSECTIONS				
A. Avenue 17 at SR 99 SB Off Ramp (Install New Traffic Signal)				
Traffic Signal	1 EA	\$400,000.00	13.1%	\$52,400
				<u>\$52,400</u>
B. Avenue 17 at SR 99 NB Ramps (Widen N/B Approach to 2 LT and 3 RT, & Install New Traffic Signal)				
Sawcut Existing Pavement	1700 LF	\$2.00	19.5%	\$663
Remove Existing Pavement	3400 SF	\$2.00	19.5%	\$1,326
General Earthwork and Import	17000 CY	\$15.00	19.5%	\$49,725
Hot Mix Asphalt	1750 TN	\$92.00	19.5%	\$31,395
Aggregate Base	3800 TN	\$32.00	19.5%	\$23,712
Traffic Signal	1 EA	\$400,000.00	19.5%	\$78,000
Traffic Signal Coordination	1 LS	\$10,000.00	19.5%	\$1,950
				<u>\$186,771</u>
C. Avenue 17 at Walden Drive (Install New Traffic Signal)				
Traffic Signal	1 EA	\$350,000.00	2.4%	\$8,225
				<u>\$8,225</u>
E. Sharon Boulevard at Driveway #3 (Install New Traffic Signal)				
Traffic Signal	1 EA	\$350,000.00	60.7%	\$212,450
				<u>\$212,450</u>
F. Avenue 17 at Yeager Drive (Install Traffic Signal)				
Traffic Signal	1 EA	\$350,000.00	2.2%	\$7,700
				<u>\$7,700</u>
II. ROADWAY SEGMENTS				
A. Ave 17 Westbound Expansion (Add 1 Travel Lane Between Sharon and Walden)				
Sawcut Pavement	600 LF	\$2.00	2.3%	\$28
Pavement Removal	1200 SF	\$2.00	2.3%	\$55
General Earthwork and Roadway Excavation	150 CY	\$5.00	2.3%	\$17
Hot Mix Asphalt	350 TN	\$92.00	2.3%	\$741
Class 2 Aggregate Base	1000 TN	\$32.00	2.3%	\$736
				<u>\$1,577</u>

Development Exactions - Traffic and Transportation Mitigation Fees

III. SR 99 FREEWAY AND RAMPS

A. SR 99 SB Loop On-Ramp (Widen Ramp to Add 1 Lane)

Sawcut Pavement	850 LF	\$1.50	18.1%	\$230
Pavement Removal	1700 SF	\$2.00	18.1%	\$614
General Earthwork and Import	2000 CY	\$15.00	18.1%	\$5,415
Hot Mix Asphalt	600 TN	\$92.00	18.1%	\$9,964
Class 2 Aggregate Base	1250 TN	\$32.00	18.1%	\$7,220
				\$23,442

B. SR 99 NB Off-Ramp (Widen Ramp to add 1 exit lane, & Auxiliary Lane)

Sawcut Pavement	1300 LF	\$2.00	13.3%	\$345
Pavement Removal	2600 SF	\$2.00	13.3%	\$689
General Earthwork and Roadway Excavation	1700 CY	\$5.00	13.3%	\$1,126
Hot Mix Asphalt	1050 TN	\$92.00	13.3%	\$12,800
Class 2 Aggregate Base	2500 TN	\$32.00	13.3%	\$10,600
				\$25,559

C. SR 99 NB On-Ramp (Widen Ramp to Add 1 Lane)

Sawcut Pavement	1500 LF	\$2.00	41.8%	\$1,254
Pavement Removal	3000 SF	\$2.00	41.8%	\$2,508
General Earthwork and Import	10000 CY	\$15.00	41.8%	\$62,700
Hot Mix Asphalt	1000 TN	\$92.00	41.8%	\$38,456
Class 2 Aggregate Base	2200 TN	\$32.00	41.8%	\$29,427
				\$134,345

D. SR 99 SB Off-Ramp (Widen Ramp to Add 1 Lane)

Sawcut Pavement	850 LF	\$2.00	54.4%	\$925
Pavement Removal	1700 SF	\$2.00	54.4%	\$1,850
General Earthwork and Roadway Excavation	1400 CY	\$5.00	54.4%	\$3,808
Hot Mix Asphalt	850 TN	\$92.00	54.4%	\$42,541
Class 2 Aggregate Base	1850 TN	\$32.00	54.4%	\$32,205
				\$81,328

Development Exactions - Traffic and Transportation Mitigation Fees

INTERCHANGE RELATED SUBTOTAL \$503,846

CITY STREETS/ROADS SUBTOTAL \$229,952

GRAND TOTAL \$733,798NOTES:

1. The improvements described herein are based on the Final EIR and associated traffic study, certified by the City of Madera Planning Commission on 8/16/2016.
2. Improvements highlighted in orange, are improvement required within Caltrans R/W.
3. Traffic Signal, Hot Mix Asphalt, and Class 2 Aggregate Base Costs are based on the Avenue 17/SR-99 Project Study Report (PSR).
4. This estimate excludes costs related to mobilization, bonding, traffic control and other off-site related costs not specifically mentioned in this cost estimate.
5. This estimate is intended to provide an order-of-magnitude cost only. It is not based on a set of construction drawings.
6. Costs are based on prevailing wages.
7. Agency fees are included in this estimate to the extent they are listed.
8. Fees or costs associated with work related to dry utilities are not included in this estimate.

General Description of Infrastructure Improvements, Costs, and Reimbursable Amounts

IMPROVEMENT DESCRIPTION	TOTAL INFRASTRUCTURE IMPROVEMENT COST				REIMBURSABLE AMOUNT			
	QUANTITY	UNIT	UNIT COST	COST	QUANTITY	UNIT	UNIT COST	COST
I. AVENUE 17 ROADWORK								
A.1 Avenue 17 Road Excavation [P]1	6,000	CY	\$10.00	\$60,000	6,000	CY	\$10.00	\$60,000
A.2 Avenue 17 Road Excavation [AO]1	2,000	CY	\$10.00	\$20,000	-	CY	\$10.00	\$0
A.7 Avenue 17 Pavement Removal	25,909	SF	\$2.00	\$51,818	25,909	SF	\$2.00	\$51,818
A.9 West Avenue 17 Pavement (7.0" A.C. / 8.5" A.B.) [P]1	16,379	SF	\$5.75	\$94,179	16,379	SF	\$5.75	\$94,179
A.10 West Avenue 17 Pavement (7.0" A.C. / 8.5" A.B.) [AO]1	6,728	SF	\$5.75	\$38,686	-	SF	\$5.75	\$0
A.11 East Avenue 17 Pavement (7.0" A.C. / 23" A.B.) [P]1	43,031	SF	\$8.00	\$344,248	43,031	SF	\$8.00	\$344,248
A.12 East Avenue 17 Pavement (7.0" A.C. / 23" A.B.) [AO]1	18,332	SF	\$8.00	\$146,656	-	SF	\$8.00	\$0
A.19 Sawcut Pavement (Avenue 17)	2,585	LF	\$2.00	\$5,170	2,585	LF	\$2.00	\$5,170
E.1 Traffic Control	1	LS	\$40,000.00	\$40,000	1	LS	\$40,000.00	\$33,200
Subtotal Direct Costs Avenue 17 Roadwork - Minus Curb & Gutter				\$800,757				\$588,615
Subtotal Ave 17 Soft and Indirect Costs [Note 3]				\$273,432				\$201,049
Total Avenue 17 Costs				\$1,074,189				\$789,664
II. SHARON BOULEVARD ROADWORK								
A.3 Sharon Boulevard Road Excavation [P]1	7,500	CY	\$10.00	\$75,000	7,500	CY	\$10.00	\$75,000
A.4 Sharon Boulevard Road Excavation [AO]1	2,500	CY	\$10.00	\$25,000	-	CY	\$10.00	\$0
A.13 North Sharon Boulevard Pavement (6.5" A.C. / 19.5" A.B.) [P]1	37,654	SF	\$7.00	\$263,578	37,654	SF	\$7.00	\$263,578
A.14 North Sharon Boulevard Pavement (6.5" A.C. / 19.5" A.B.) [AO]1	20,202	SF	\$7.00	\$141,414	-	SF	\$7.00	\$0
A.15 South Sharon Boulevard Pavement (6.5" A.C. / 14.0" A.B.) [P]1	15,743	SF	\$6.25	\$98,394	15,743	SF	\$6.25	\$98,394
A.16 South Sharon Boulevard Pavement (6.5" A.C. / 14.0" A.B.) [AO]1	13,897	SF	\$6.25	\$86,856	-	SF	\$6.25	\$0
A.17 Temporary A.C. Pavement (2.5" A.C. / 6.5" A.B.)	7,521	SF	\$2.75	\$20,683	-	SF	\$2.75	\$0
Subtotal Direct Costs Sharon Boulevard Road Work - Minus Curb & Gutter				\$710,924.75				\$436,972
Subtotal Sharon Boulevard - Soft and Indirect Costs [Note 3]				\$242,757				\$149,253
Total Sharon Boulevard Road Work - Minus Curb & Gutter				\$953,682				\$586,225

III. CURB AND GUTTER - ALL STREETS

A.21	Curb & Gutter	2,879	LF	\$14.00	\$40,306	-	LF	\$14.00	\$0
	<i>Subtotal Curb and Gutter - Soft and Indirect Costs [Note 3]</i>				\$13,753				\$0
Total Curb and Gutter - All Streets - Costs					\$54,069				\$0

IV. SIDEWALKS - ALL STREETS

A.25	Concrete Sidewalk [P]1	5,145	SF	\$4.00	\$20,580	5,145	LF	\$4.00	\$20,580
A.26	Concrete Sidewalk [AO]1	11,463	SF	\$4.00	\$45,852	-	SF	\$4.00	\$0
	Subtotal Direct Costs Sidewalks				\$66,432				\$20,580
	<i>Subtotal Sidewalks Soft and Indirect Costs [Note 3]</i>				\$22,684				\$7,029
Total Sidewalks - All Streets - Costs					\$89,116				\$27,609

V. MEDIAN ISLAND IMPROVEMENTS - ALL STREETS

A.22	Median Curb	2,286	LF	\$16.00	\$36,576	2,286	LF	\$16.00	\$36,576
A.23	Median Concrete	2,259	SF	\$5.00	\$11,295	2,259	SF	\$5.00	\$11,295
A.24	12" A.C. Dike	780	LF	\$15.00	\$11,700	780	LF	\$15.00	\$11,700
E.5	Sharon Blvd. Median Landscaping/Irrigation	6,562	SF	\$5.00	\$32,810	6,562	SF	\$5	\$32,810
	Subtotal Direct Costs Median Islands				\$92,381				\$92,381
	<i>Subtotal Median Island - Soft and Indirect Costs [Note 3]</i>				\$31,545				\$31,554
Total Median Island Costs					\$123,926				\$123,935

VI. TRAFFIC SIGNALS

E.2	Traffic Signal (Ave 17 & Driveway #1)	1	LS	\$300,000.00	\$300,000	1	LS	\$300,000	\$300,000
E.3	Traffic Signal (Ave 17 & Sharon Blvd.)	1	LS	\$300,000.00	\$300,000	1	LS	\$300,000	\$300,000
	Subtotal Direct Costs Traffic Signal Improvements				\$600,000				\$600,000
	<i>Subtotal Traffic Signal - Soft and Indirect Costs [Note 3]</i>				\$204,880				\$204,937
Total Traffic Signal Costs					\$804,880				\$804,937

VII. MISCELLANEOUS STREET IMPROVEMENTS (UTILITIES & MISC. CONSTRUCT.)

E.6	Parkway Landscaping/Irrigation [P]1	14,065 SF	\$5.00	\$70,325	14,065 SF	\$5	\$70,325
E.7	Parkway Landscaping/Irrigation [AO]1	8,052 SF	\$5.00	\$40,260	- SF	\$5	\$0
E.8	Dry Utility Trenching, Conduits, Pull Boxes	3,600 LF	\$50.00	\$180,000	- LF	\$50	\$0
E.9	Street Lights (LED)	14 EA	\$4,500.00	\$63,000	- EA	\$4,500	\$0
E.10	Street Signage and Striping	1 LS	\$50,000.00	\$50,000	0.72 LS	\$50,000	\$36,042
Subtotal Direct Costs Miscellaneous Street Costs				\$403,585			\$106,367
<i>Subtotal Miscellaneous Street and Utilities - Soft and Indirect Costs [Note 3]</i>				\$137,811			\$36,331
Total Miscellaneous Street and Utilities Costs				\$541,396			\$142,698

VIII. RAMP IMPROVEMENTS

A.5	SR-99 N/B Ramp Import and Earthwork	12,000 CY	\$15.00	\$180,000	12,000 CY	\$15.00	\$180,000
A.8	N/B Off-ramp Pavement Removal	7,800 SF	\$2.00	\$15,600	7,800 SF	\$2.00	\$15,600
A.18	N/B Ramp Pavement (9.0" A.C. / 21.0" A.B.)2	20,000 SF	\$9.50	\$190,000	20,000 SF	\$9.50	\$190,000
A.20	Sawcut Pavement (SR-99 N/B Off Ramp)	1,000 LF	\$2.00	\$2,000	1,000 LF	\$2.00	\$2,000
E.11	SR-99 N/B Off-Ramp Signage and Striping	1 LS	\$25,000.00	\$25,000	1.00 LS	\$25,000	\$25,000
E.12	SR-99 N/B Off-Ramp Retaining Walls and other Misc.	1 LS	\$400,000.00	\$400,000	1.00 LS	\$400,000	\$400,000
Subtotal Direct Costs Ramp Improvements				\$812,600			\$812,600
<i>Subtotal Ramp Improvements - Soft and Indirect Costs [Note 3]</i>				\$277,476			\$277,554
Total Ramp Improvements Costs				\$1,090,076			\$1,090,154

IX. SANITARY SEWER

B.1	Connect to Existing Sewer	1 EA	\$2,200.00	\$2,200	1.00 EA	\$2,200	\$2,200
B.2	15" PVC - Non Parcel Frontage	2,324 LF	\$80.00	\$185,920	2,324 LF	\$80	\$185,920
B.3	15" PVC - Along Parcel Frontage	1,280 LF	\$80.00	\$102,400	1,280 LF	\$68	\$86,400
B.4	15" PVC (including trench repair)	1,006 LF	\$110.00	\$110,660	1,006 LF	\$110	\$110,660
B.5	24" PVC (including trench repair)	319 LF	\$235.00	\$74,965	319 LF	\$235	\$74,965
B.6	48" Diameter Sanitary Sewer Manhole	11 EA	\$4,700.00	\$51,700	11 EA	\$4,700	\$51,700
B.7	48" Diameter Sanitary Sewer Manhole (in existing pavement)	5 EA	\$8,000.00	\$40,000	5 EA	\$8,000	\$40,000
Subtotal Direct Costs Sanitary Sewer Improvements				\$567,845			\$551,845
<i>Subtotal Sanitary Sewer - Soft and Indirect Costs [Note 3]</i>				\$193,900			\$185,489
Total Sanitary Sewer Costs				\$761,745			\$740,334

Exhibit D

Page 4 of 5

X. CITY STORM DRAINAGE FACILITY

C.1	30" CL III RCP	1,318 LF	\$120.00	\$158,160	1,318 LF	\$120	\$158,160
C.2	18" CL III RCP	1,473 LF	\$58.00	\$85,434	1,473 LF	\$58	\$85,434
C.3	12" CL III RCP	236 LF	\$55.00	\$12,980	236 LF	\$55	\$12,980
C.4	12" CL III RCP (in existing pavement)	90 LF	\$95.00	\$8,550	90 LF	\$95	\$8,550
C.5	Storm Drain Manhole	7 EA	\$6,000.00	\$42,000	7 EA	\$6,000	\$42,000
C.6	Temporary Drain Inlet	3 EA	\$2,000.00	\$6,000	3 EA	\$2,000	\$6,000
C.7	Curb Inlet	7 EA	\$5,200.00	\$36,400	7 EA	\$5,200	\$36,400
Subtotal Direct Costs City Storm Drain Improvements				\$349,524			\$349,524
<i>Subtotal City Storm Drain - Soft and Indirect Costs [Note 3]</i>				\$119,351			\$119,384
Total City Storm Drainage Facility Costs				\$468,875			\$468,908

XI. UN-USED IMPROVEMENT CATEGORY**XII. WATER SYSTEM IMPROVEMENTS**

D.1	24" PVC Main, incl. gate valves - Non Parcel Frontage	2,278 LF	\$215.00	\$489,770	2,278 LF	\$215	\$489,770
D.2	24" PVC Main, incl. gate valves - Along Parcel Frontage	2,500 LF	\$215.00	\$537,500	2,500 LF	\$203	\$506,250
D.3	24" PVC Main (including trench repair)	44 LF	\$235.00	\$10,340	44 LF	\$235	\$10,340
D.4	Fire Hydrant Assembly	4 EA	\$5,500.00	\$22,000	4 EA	\$0	\$0
D.5	Connect to Existing Water	1 EA	\$5,700.00	\$5,700	1 EA	\$5,700	\$5,700
Subtotal Direct Costs Water System Improvements				\$1,065,310			\$1,012,060
<i>Subtotal Water System - Soft and Indirect Costs [Note 3]</i>				\$363,768			\$345,682
Total Water System Costs				\$1,429,078			\$1,357,742

XIII. OFF-SITE TRAFFIC MITIGATION FEES

Cumulative Year Traffic Mitigation Fees		1 LS	\$733,798	\$733,798	1.00 LS	\$733,798	\$733,798
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TOTAL INFRASTRUCTURE IMPROVEMENT COSTS*

\$8,124,831

TOTAL REIMBURSEMENT AMOUNT*

\$6,866,004

*A Municipal Water Well will be developed as part of the Infrastructure Improvements. The Costs of the Water Well are not included in this Schedule of Costs and Reimbursements, though 100% of Well Development Costs are eligible for Reimbursement.

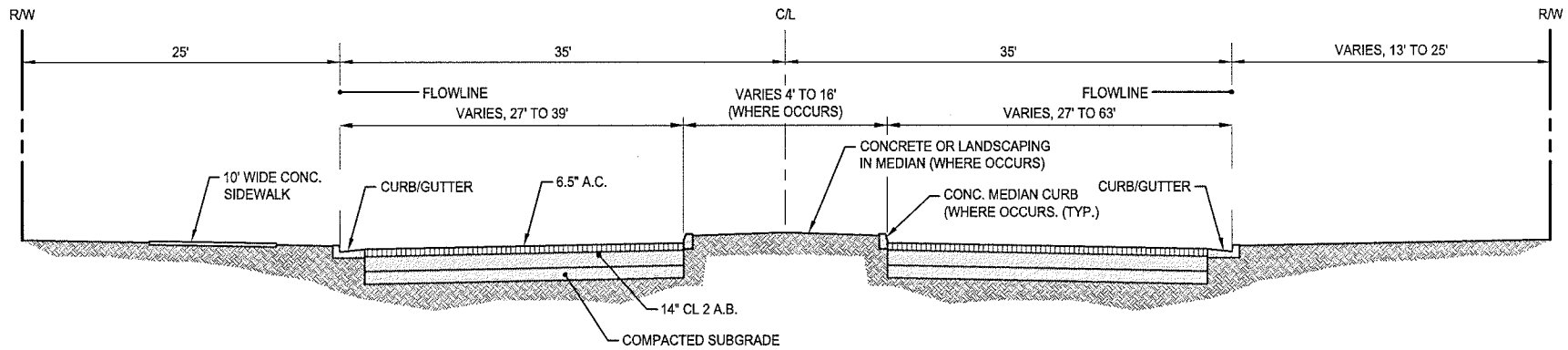
NOTES:

- 1.) [R] = Project Frontage or Other Project Improvement
[AO] = Additional "Oversized" Improvement Required by City
- 2.) Northbound Off-ramp pavement section is based on Caltrans Project Study Report (PSR).
- 3.) Soft and Indirect Costs Include Contingencies (10%), Engineering (10%), Contractor Overhead (10%); Traffic Control, Construction Staking, Plan Check and Inspection

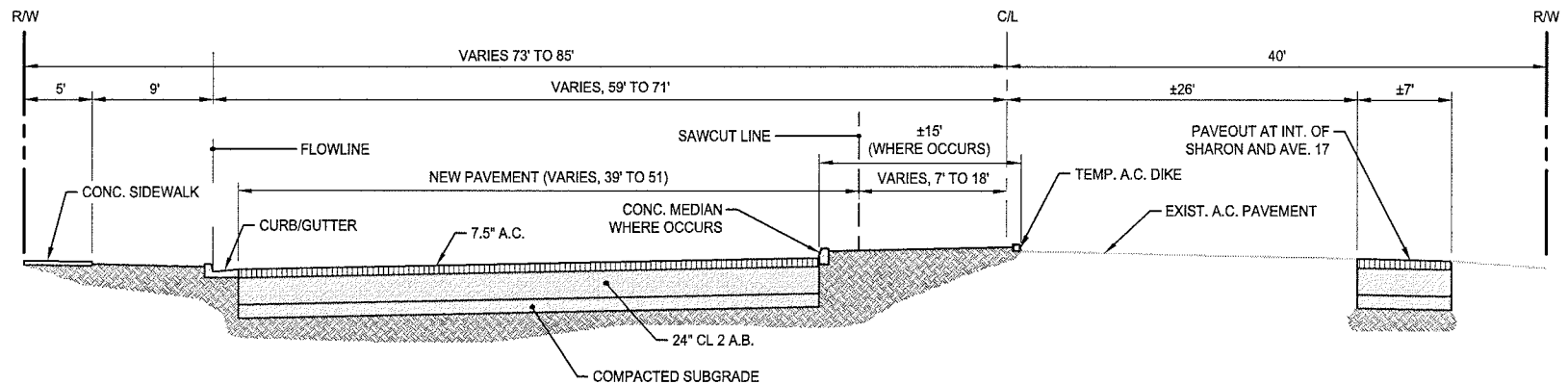


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SHARON BOULEVARD STREET SECTION (LOOKING NORTH)



AVENUE 17 STREET SECTION (LOOKING NORTH)

EXHIBIT 'E'
ROADWAY IMPROVEMENTS

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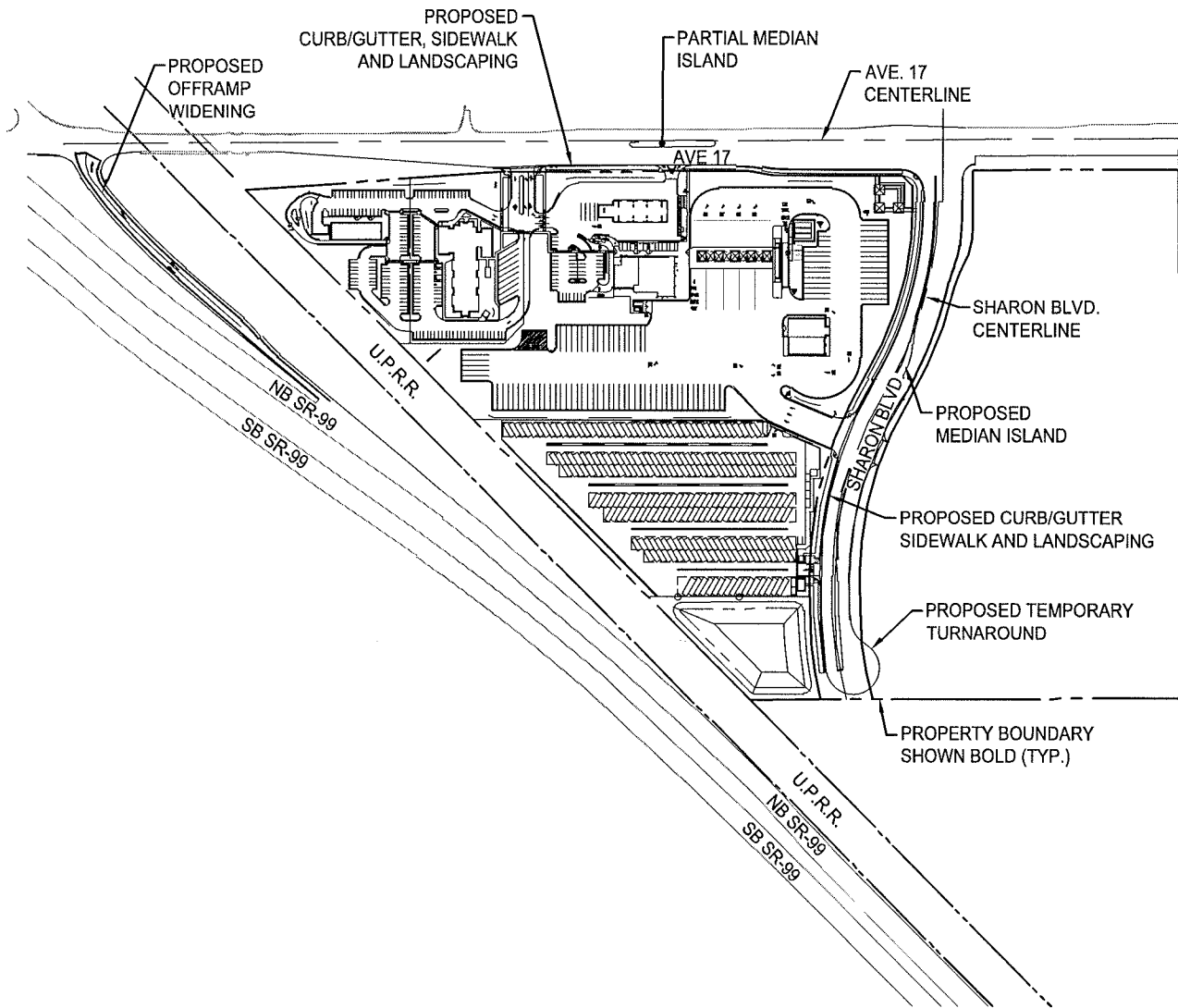
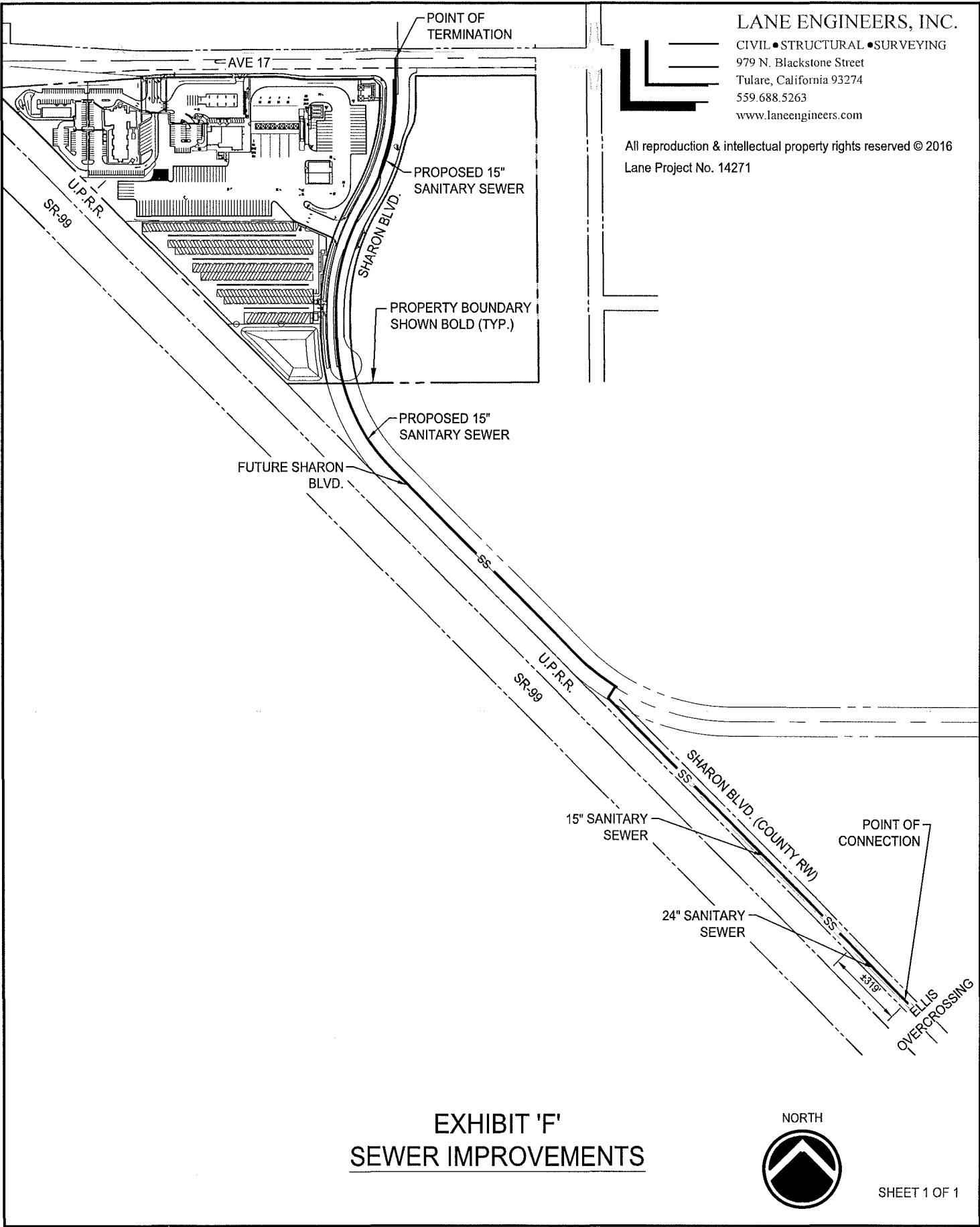


EXHIBIT 'E'
ROADWAY IMPROVEMENTS





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EXHIBIT 'F'
SEWER IMPROVEMENTS





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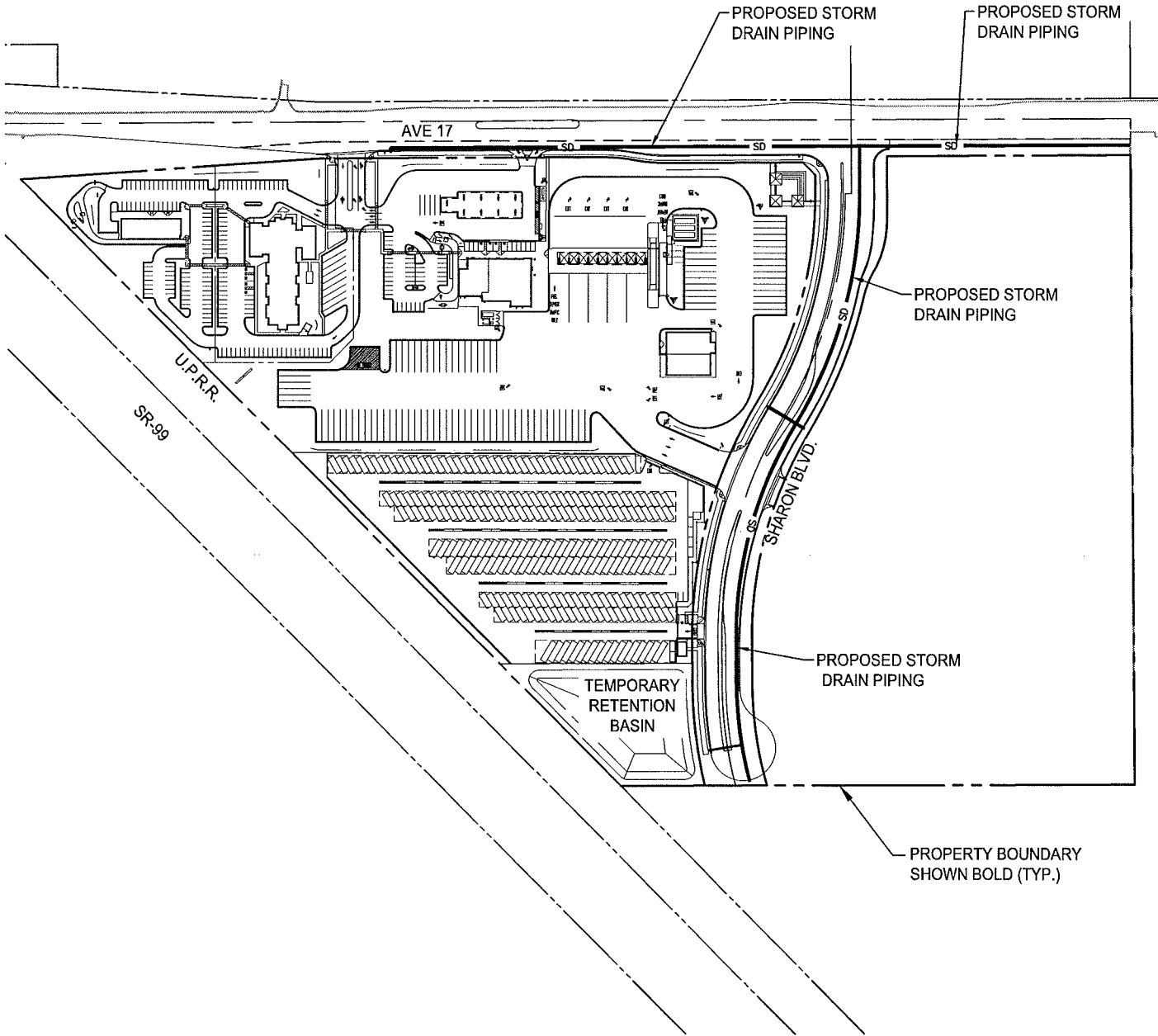


EXHIBIT 'G'
STORM DRAIN IMPROVEMENTS





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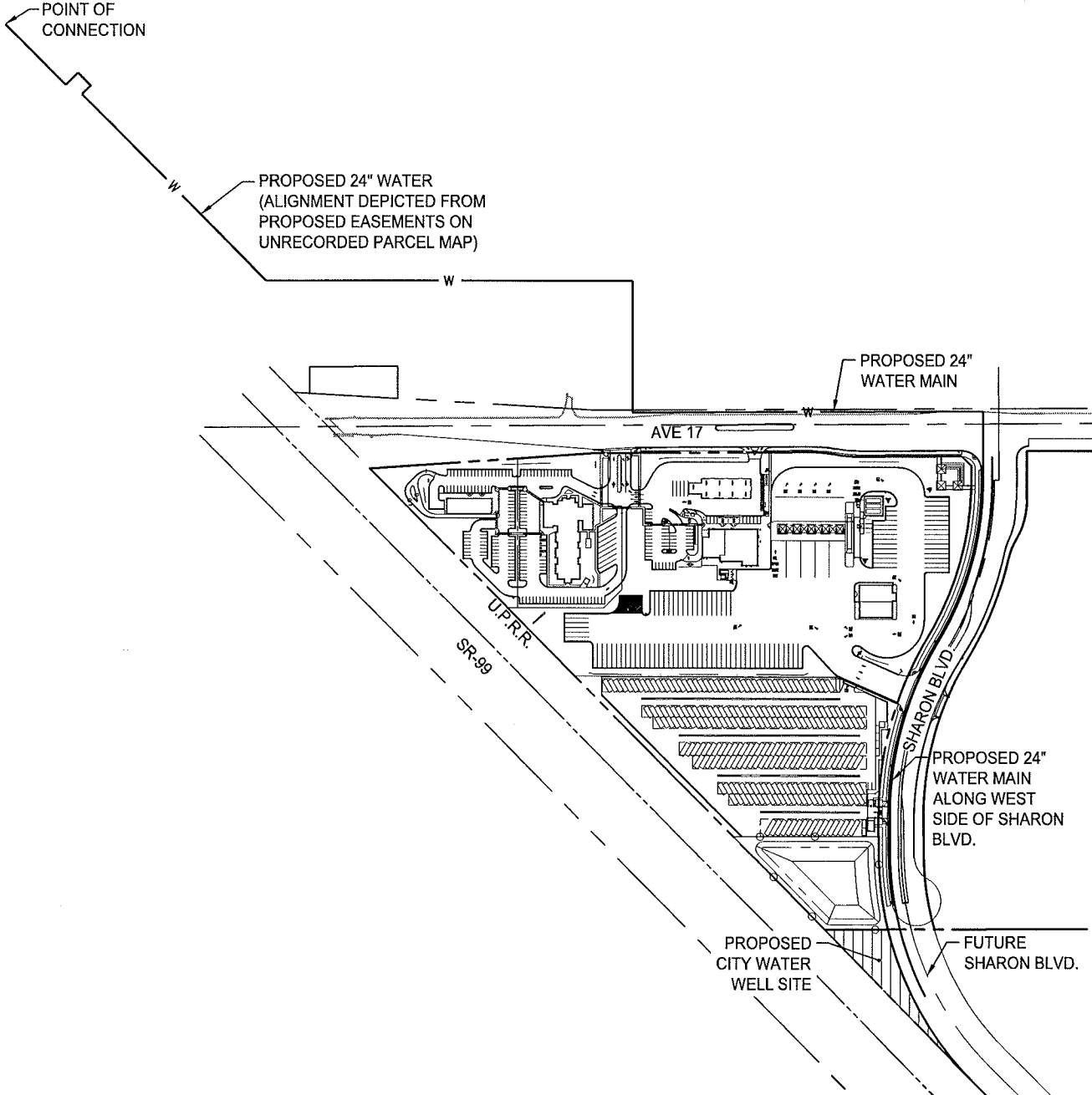


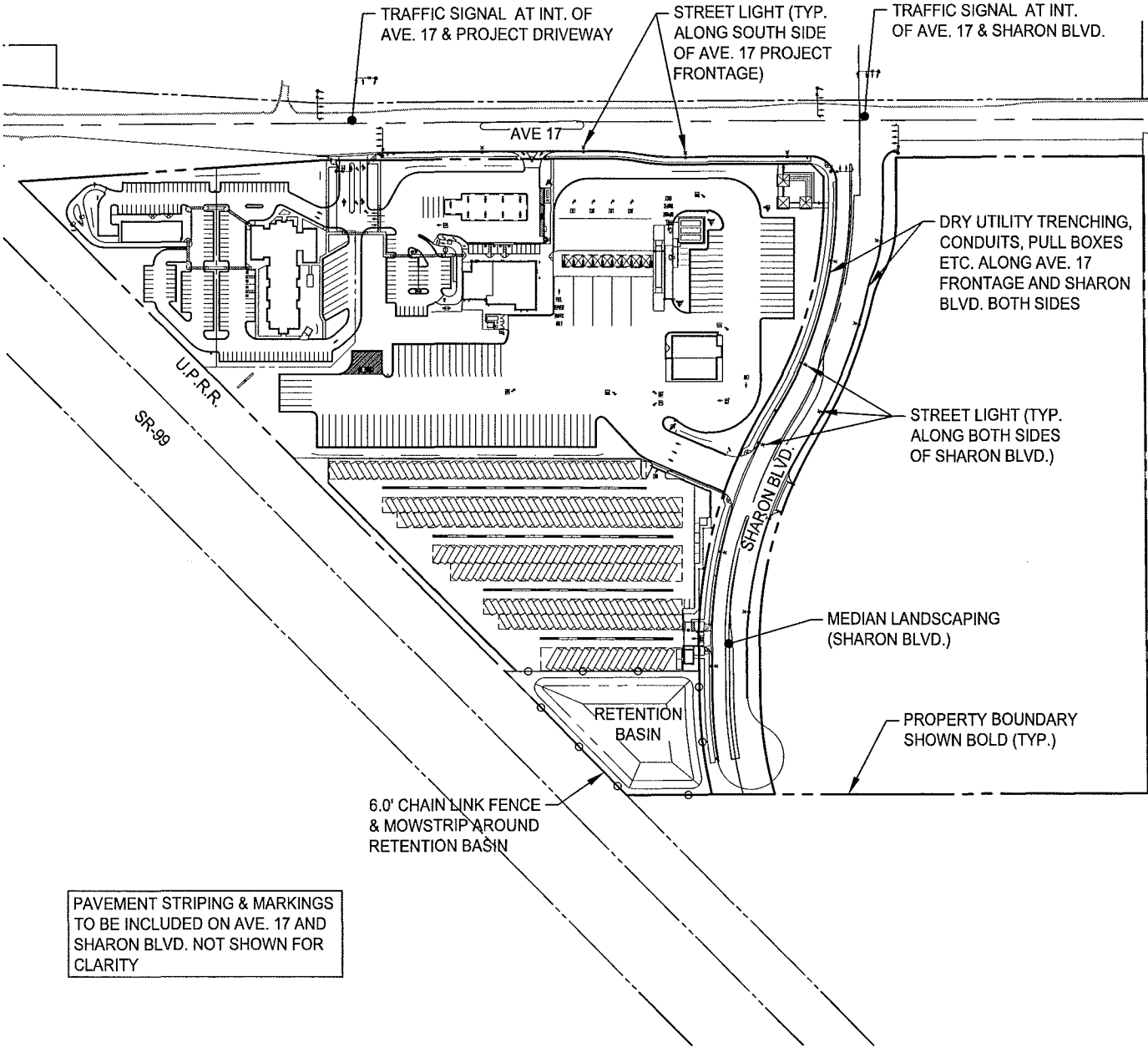
EXHIBIT 'H'
WATER IMPROVEMENTS





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PAVEMENT STRIPING & MARKINGS TO BE INCLUDED ON AVE. 17 AND SHARON BLVD. NOT SHOWN FOR CLARITY

EXHIBIT 'I'
DRY UTILITY AND MISC. IMPROVEMENTS



EXHIBIT J

Form of Assumption and Assignment Agreement

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Madera
205 West Fourth Street
Madera, CA 93637
Attn: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made by and between Love's Travel Stops & Country Stores, Inc., an Oklahoma Corporation ("Love's"), and _____, a _____ ("Assignee").

RECITALS

1. On _____, 2016, the City of Madera and Love's entered into that certain "Development Agreement" (the "Development Agreement"). Pursuant to the Development Agreement, Love's agreed to develop the Project Site (as that term is defined in the Development Agreement) as set forth in the Development Agreement. The Development Agreement was recorded against the Property in the Official Records of Madera County on _____, 20____, as Instrument No. 20____ - _____.
2. Love's intends to convey the Project Site (or a portion thereof) to Assignee, as more particularly identified and described in Exhibit A attached hereto and incorporated herein by this reference (the "Assigned Parcel").
3. Love's desires to assign and Assignee desires to assume all of Love's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Love's and Assignee hereby agree as follows:

1. Love's hereby assigns, effective as of its conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Love's under the Development Agreement with respect to the Assigned Parcel. Love's retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect the Project Site other than the Assigned Parcel, if any.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Love's under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Love's under the Development Agreement with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Love's as the "Developer" under the Development Agreement with respect to the Assigned Parcel.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. The Notice Address described in the Development Agreement with respect to the Assigned Parcel shall be:

5. This Agreement may be signed in identical counterparts.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of this ____ day of _____, 20____.

Love's Travel Stops
& Country Stores, Inc.

ASSIGNEE:

a _____

a _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

REPORT TO CITY COUNCIL

Approved by:



Department Director



City Administrator

Council Meeting of December 21, 2016

Agenda Number: C-2

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 November 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 December 21, 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.

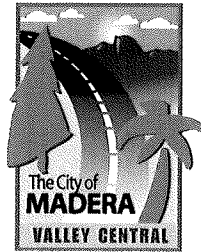
NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY, finds orders, and resolves as follows:

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>
011-152-002	804 S. D Street	\$10,120.00
006-230-041	1417 Central avenue	\$6,900.00
011-213-022	435 Stinson Avenue	\$6,160.00
007-032-015	415 N A Street	\$1,870.00

REPORT TO THE CITY COUNCIL



COUNCIL MEETING OF:
December 21, 2016

AGENDA ITEM NUMBER:
C-3

Approved By:



Community Development Director



City Administrator



City Attorney

SUBJECT: Consideration of a Resolution Approving the First Amendment to the Memorandum of Understanding between the City of Madera and the North Fork Rancheria of Mono Indians of California.

RECOMMENDATION:

Staff recommends that the City Council adopt the Resolution approving the First Amendment to the Memorandum of Understanding with the North Fork Rancheria of Mono Indians (the "Tribe").

SUMMARY:

The City and the Tribe are parties to a Memorandum of Understanding dated October 18, 2006 (the "MOU"), concerning the development, construction and operation of a gaming facility on Tribal property north of the City. The Tribe has proposed a first amendment to the MOU, the primary function of which is to restructure the timing of certain contributions that the tribe has agreed to make to the City. A City Council subcommittee (Mayor Medellin and Members Holley and Rigby) was previously appointed to negotiate the potential amendment on behalf of the City. The recommended MOU Amendment does not reduce the overall amount the Tribe will contribute to the City, but would amend the payment schedule so that some payments are made later than specified in the existing MOU.

DISCUSSION:

The City and the Tribe entered into a memorandum of understanding in October of 2006. The financial elements of the original MOU committed the tribe to making approximately \$5,400,000 in one-time contributions and \$1,075,000 in annual contributions to the City in several distinct categories. The agreement also specified that the Tribe would make street and transportation system improvements. The terms of the original agreement were based on the expectation that the Tribe would develop the full scope of its planned resort-style gaming facility. The Project has taken far longer and will now cost significantly more to develop than originally anticipated. Due to such delays and additional costs, the Tribe now intends to finance and build the Project in phases, including an initial phase that will result in a facility which is approximately one-third the size of full-scope project that was originally reviewed.

The Tribe remains committed to making the contributions set forth in the MOU, but has asked the City to restructure the timing of certain contributions to reduce the amount of contributions during the time when the interest incurred on the Tribe's debt is at its highest and revenues from the Project are at their lowest. Staff and the Council Sub-committee worked with Tribal representatives to identify contribution categories where flexibility in the funding schedule could be available while minimizing potential impact to the City. The result is the recommended MOU Amendment #1, which includes a funding schedule that has been deemed acceptable by City Staff and the Council Subcommittee, and by Tribal representatives. A brief summary of key points from MOU Amendment #1 is as follows:

- The amendment will not change the overall total of Tribal contributions to the City over the 20 year term of the agreement.
- No changes will be made to non-recurring (one-time) contributions for law enforcement equipment.
- A minor change to recurring (annual) contributions for law enforcement operations will reduce contributions from \$675,000 to \$640,000 in years 2 through 7. Contributions in years 8 through 20 will increase so that the total recurring contributions of \$13,465,000 over the life of MOU are unchanged from the original MOU.
- \$2 Million in "East Side Recreation" one-time funding previously provided in year 2 is modified to be provided in two payments in years 8 and 9. Category is renamed "Recreational Contribution" and may now be used for general recreation projects.
- One-time funding for (i) a specific plan, (ii) a water and recreational resources project (City golf course enhancement) and (iii) a public safety training facility feasibility study will be pushed back from the first 3 years in the original MOU to years 3 through 7.
- Recurring contributions made for downtown redevelopment will be modified from \$100,000 per year in all years to \$50,000 in the first seven years with higher amounts starting in year 8. The amounts will continue to achieve a \$2 Million total after 20 years.
- Recurring contributions made for general government will be modified from \$250,000 per year in all years to \$100,000 in the first 7 years to higher amounts starting in year 8. The amounts will continue to achieve a \$5 Million total after 20 years.
- All contributions will continue to be adjusted in accordance with the Consumer Price Index. Recurring contributions will be adjusted beginning July 1st after opening day. Non-recurring contributions will be adjusted beginning from 2008. (No change from original MOU.)
- Several MOU clean up items are incorporated into the amendment to remove inaccurate or confusing language and reflect current conditions. These changes have been reviewed and found acceptable by the City Attorney.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The proposed MOU Amendment #1 facilitates development of the project and is therefore consistent with Action 115.1 to "encourage viable economic development" as well as Good Jobs and Economic Opportunity which focuses in part on creating "a broad spectrum of business opportunities".

FISCAL IMPACT:

As described in the body of this report, the MOU Amendment does not decrease total Tribal contributions, but does push some contributions back from early in the 20 year term to later. The proposed changes are not expected to substantively affect any City operations which may need to occur in response to the development of the gaming facility.

RESOLUTION NO. 16-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MADERA AND THE NORTH FORK RANCHERIA OF MONO INDIANS OF CALIFORNIA

WHEREAS, the City and the North Fork Rancheria of Mono Indians of California (the "Tribe") are parties to that certain Memorandum of Understanding dated as of October 18, 2006 (the "MOU"), concerning the development, construction and operation of a gaming facility by the Tribe on its Trust Property located in Madera County near the City; and

WHEREAS, the Bureau of Indian Affairs has prepared an environmental impact statement ("EIS") and issued a Record of Decision ("ROD") approving the Project contemplated in the MOU, described as Alternative A—Proposed Project in the EIS and ROD; and

WHEREAS, the Project has taken far longer and cost significantly more to develop than anticipated by the Parties; and

WHEREAS, due to such delays and additional costs, the Tribe now intends to finance and build the Project in phases, including an initial phase that will result in a Facility which is approximately one-third the size of Alternative A and slightly smaller than the reduced intensity alternative analyzed as Alternative B in the EIS; and

WHEREAS, the EIS and ROD indicate that the Tribe would be expected to renegotiate the MOU in the event Alternative B is constructed and assumes that the terms of the MOU would not apply; and

WHEREAS, the Tribe remains committed to making the contributions set forth in the MOU, but has asked the City to restructure the timing of certain contributions to reduce the amount of contributions during the time when the interest incurred on the Tribe's debt is at its highest and revenues from the Project are at their lowest; and

WHEREAS, the City and the Tribe now desire to amend the MOU to address the changed circumstances.

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

1. The above recitals are true and correct.
2. The City Council of the City of Madera approves the First Amendment to the Memorandum Of Understanding Between the City of Madera and the North Fork Rancheria of Mono Indians of California, a copy of which is on file in the Office of the City Clerk and referred to for particulars.
3. The Mayor is authorized to execute the Amendment.
4. This resolution is effective immediately upon adoption.

* * * * *

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This First Amendment to Memorandum of Understanding (this “First Amendment”) is made this _____ day of December, 2016, by and between the City of Madera (the “City”), and the North Fork Rancheria of Mono Indians of California, a federally recognized Indian tribe (the “Tribe”). The capitalized terms not otherwise defined herein shall have the meanings set forth in the MOU (as defined below).

RECITALS

A. The City and the Tribe are parties to that certain Memorandum of Understanding dated as of October 18, 2006 (the “MOU”), concerning the development, construction and operation of a gaming facility by the Tribe on its Trust Property located in Madera County near the City; and

B. The Bureau of Indian Affairs has prepared an environmental impact statement (“EIS”) and issued a Record of Decision (“ROD”) approving the Project contemplated in the MOU, described as Alternative A—Proposed Project in the EIS and ROD; and

C. The Project has taken far longer and cost significantly more to develop than anticipated by the Parties; and

D. Due to such delays and additional costs, the Tribe now intends to finance and build the Project in phases, including an initial phase that will result in a Facility which is approximately one-third the size of Alternative A and slightly smaller than the reduced intensity alternative analyzed as Alternative B in the EIS; and

E. The EIS and ROD indicate that the Tribe would be expected to renegotiate the MOU in the event Alternative B is constructed and assumes that the terms of the MOU would not apply; and

F. The Tribe remains committed to making the contributions set forth in the MOU, but has asked the City to restructure the timing of certain contributions to reduce the amount of contributions during the time when the interest incurred on the Tribe’s debt is at its highest and revenues from the Project are at their lowest; and

G. The City and the Tribe now desire to amend the MOU to address the changed circumstances by entering into this First Amendment, subject to, and in accordance with, the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Tribe agree as follows:

1. Except as expressly provided in this First Amendment, the provisions of the MOU shall remain unchanged and shall continue in full force and effect. In the event of a conflict between the terms of the MOU and the terms of this First Amendment, this First Amendment shall prevail.

2. The definition of “Federal and State Actions” in Section 1 of the MOU entitled “Definitions” is hereby amended by changing the third parenthetical to read as follows:

“(iii) the negotiation and execution of the Tribal-State Compact by the State Governor, the ratification of the Tribal-State Compact by the State legislature and the approval of the Tribal-State Compact by the Secretary or, in the alternative, the issuance of procedures prescribed by the Secretary governing the conduct of class III gaming activities by the Tribe pursuant to IGRA, and”

3. The definition of “Tribal-State Compact” in Section 1 of the MOU is hereby amended by replacing the final period with a comma and adding the following:

“or procedures prescribed by the Secretary governing the conduct of class III gaming activities by the Tribe pursuant to IGRA.”

4. Section 2(a)(ii) of the MOU entitled “Non-Recurring Transportation Resources Contribution” is hereby deleted in its entirety.

5. Section 2(a)(iii) of the MOU entitled “Non-Recurring Additional Transportation Resources Contribution” is hereby amended and shall read in its entirety as follows:

In order to mitigate possible additional financial impacts of the Project on the City’s obligation to maintain roads and other transportation resources of the City, the Tribe shall, as a government funding mechanism, make non-recurring contributions, payable after the Construction Date, in an amount of up to Four Million Dollars (\$4,000,000) or such greater amount as the Parties may mutually agree. The actual amount shall be equal to the Tribe’s proportionate (i.e. fair) share of improvements which the City requires to be completed on the basis of the final traffic analysis for the EIS and ROD, or such later-prepared traffic or engineering studies, analysis, or reports as mutually agreed upon by the Parties, and shall include payments for preparing the environmental reports and analysis for such City roads and other transportation resources and the actual costs of constructing, improving and equipping such improvements as required for each phase of the Project. Nothing in this Subsection is intended to require the Tribe to pay for traffic improvements or resources in excess of the Tribe’s fair share cost of such improvements or resources as identified in the applicable traffic or engineering study, analysis, or reports. The City agrees to explore the concept of the establishment of an area of benefit that may require late-comer developers to reimburse the Tribe for a portion of the cost of improvements paid for by the Tribe pursuant to this Subsection. Nothing in this MOU obligates or commits, or shall be construed to obligate or commit, the City to construct or approve any construction or improvement of roads or other transportation resources or to make or approve any physical changes in the environment. In the event that the future implementation

of the traffic mitigation measures identified in the EIS or ROD, or such later-prepared traffic or engineering studies, analysis, or reports as mutually agreed upon by the Parties, results in the need for local agency approvals, such improvements may be the subject of further environmental review.

6. Section 2(a)(iv) of the MOU entitled “Non-Recurring Specific Plan Update Contribution” is hereby amended and shall read in its entirety as follows:

In order to encourage orderly growth of planned development in the vicinity of the Trust Property, the Tribe shall, as a government funding mechanism, make a non-recurring contribution to the City of Two Hundred Thousand Dollars (\$200,000). The Tribe shall make such non-recurring contribution to the City in five (5) successive annual installments of Forty Thousand Dollars (\$40,000) commencing not later than sixty (60) days after the end of the second full year of gaming operations and each year thereafter on or before the anniversary of such date until the balance is paid in full.

7. Section 2(a)(v) of the MOU entitled “Non-Recurring Water & Recreation Contribution” is hereby amended and shall read in its entirety as follows:

In order to conserve water resources in the area surrounding the Project and to positively contribute to the recreational health of the City, the Tribe shall, as a government funding mechanism, make a non-recurring contribution to the City totaling Two Million Five Hundred Thousand Dollars (\$2,500,000). The Tribe shall make such non-recurring contribution to the City in five (5) successive annual installments of Five Hundred Thousand Dollars (\$500,000) commencing not later than sixty (60) days after the end of the second full year of gaming operations and each year thereafter on or before the anniversary of such date until the balance is paid in full.

8. Section 2(a)(vi) of the MOU entitled “Non-Recurring Madera East Side Youth Recreational Contribution” is hereby amended by deleting “East Side Youth” from the title and deleting the first sentence of the paragraph of said section and replacing it with the following:

To enhance recreational opportunities in the City and the surrounding community, the Tribe shall, as a government funding mechanism, make a non-recurring contribution to the City totaling Two Million Dollars (\$2,000,000), payable in two (2) equal installments, the first of which shall be paid within sixty (60) days after the end of the seventh (7th) full year of gaming operations and the second of which shall be paid one (1) year later.

9. Section 2(a)(vii) of the MOU entitled “Non-Recurring Public Safety Training Contribution” is hereby amended and shall read in its entirety as follows:

To determine the feasibility of providing public safety training programs to police and fire personnel in the City and surrounding region, the Tribe shall, as a government funding mechanism, make a non-recurring contribution to the City totaling Five Hundred Thousand Dollars (\$500,000), payable in sixty (60) equal monthly installments commencing on the first day of the first month three (3) years after the Opening Date, to fund a study and other costs

associated with determining the feasibility of providing public safety training programs to police and fire personnel.

10. Section 3(a) of the MOU entitled “Total Recurring Contributions” is hereby amended and shall read in its entirety as follows:

In order to mitigate potential impacts of the Project on the City and the surrounding communities, and in lieu of any taxes, fees, charges, cost reimbursements, service fees and other assessments, the Tribe shall, as a government funding mechanism, make annual recurring contributions as set forth in this Section 3(a).

11. Section 3(a)(ii) of the MOU entitled “Downtown Redevelopment Contribution” is hereby amended and shall read in its entirety as follows:

In order to help preserve the character and economic vitality of the City’s downtown area, the Tribe shall, as a government funding mechanism, make annual recurring contributions to the City in the amounts set forth on Exhibit 1 attached hereto and incorporated herein by reference so that during the term of the MOU the Tribe shall contribute not less than Two Million Dollars (\$2,000,000) to supplement the City’s reinvestment fund in order to help preserve the character and economic vitality of the City’s downtown area.

12. Section 3(a)(iv) of the MOU entitled “General Government Contribution” is hereby amended and shall read in its entirety as follows:

In order to mitigate additional possible impacts of the Project on the City and the surrounding communities, the Tribe shall, as a government funding mechanism, make annual recurring contributions to the City in the amounts set forth on Exhibit 1 attached hereto and incorporated herein by reference so that during the term of the MOU the Tribe shall contribute not less than Five Million Dollars (\$5,000,000) to supplement the City’s general fund.

13. Section 3(c) of the MOU entitled “Payment Terms” is hereby amended and shall read in its entirety as follows:

Where recurring contributions are to be made on a per annum basis, the contributions shall be made in four (4) equal quarterly installments, unless the recipient agrees otherwise. For each such contribution, the City shall prepare an invoice setting forth the amount of the contribution to be paid and submit it to the Tribe. Invoices shall be due and the Tribe shall pay such invoices within thirty (30) days of the City mailing the invoice.

If the Tribe disputes any amount set forth in a City invoice, it shall give written notice to the City within ten (10) days of the City mailing the invoice and clearly state the basis for the dispute. Within ten (10) days, the City shall respond regarding the disputed amount. In the event there is any dispute between the Parties as to the amount owed, it shall be resolved pursuant to Section 14 hereof. Any amount found to be due shall be immediately due and payable upon the receipt of notice.

In the event the Tribe fails to pay an invoice or any portion thereof when due, it shall become delinquent thirty (30) days after the City's mailing of the invoice. Invoices not paid within that time shall accrue interest at the rate of ten percent (10%) per annum from the date the invoice was due until the unpaid balance and accrued interest thereon is paid in full. Late payments shall be applied first to accrued interest and then to past due balances, and any excess shall then be applied to any current balance owed.

14. Subsections 4(d)(iii) and (iv) of the MOU concerning amounts the Tribe may deduct from payments required pursuant to Sections 2 and 3 of the MOU are hereby deleted in their entirety.

15. Section 5(a) of the MOU entitled "NEPA Matters" is hereby amended and shall read in its entirety as follows:

The Parties acknowledge that in connection with the performance of the EIS and issuance of the ROD, the Tribe has satisfied all NEPA requirements necessary for the Federal and State Actions.

16. Section 8(b) of the MOU entitled "Expiration Date" is hereby amended and shall read in its entirety as follows:

Subject to the early termination provisions of this MOU, this MOU shall expire on the twentieth (20th) anniversary of the Opening Date.

17. Limited Waiver of Sovereign Immunity and Authority. Section 15 of the MOU granting a limited waiver of sovereign immunity to the City is expressly incorporated into this First Amendment and shall apply to this First Amendment and remain applicable to the MOU as amended by this First Amendment. A Tribal Council resolution providing that (i) the Tribal Council has the authority to act on behalf of the Tribe in connection with the execution and delivery of this First Amendment, (ii) the Tribal Council delegates authority to the Chairperson of the Tribe to execute and deliver this First Amendment on behalf of the Tribe and (iii) the Tribe waives sovereign immunity on a limited basis as set forth in the MOU and expressly incorporated into this First Amendment is attached to this First Amendment as Exhibit 2.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

CITY OF MADERA, CALIFORNIA

Date: _____, 2016

By: _____

Mayor

APPROVED AS TO LEGAL FORM BY
CITY ATTORNEY:

Date: _____, 2016

By: _____

City Attorney

NORTH FORK RANCHERIA OF MONO
INDIANS OF CALIFORNIA

Date: _____, 2016

By: _____

Maryann McGovran
Chairperson

APPROVED AS TO LEGAL FORM BY
LEGAL COUNSEL TO THE TRIBE:

Date: _____, 2016

By: _____

John A. Maier, Esq.
Maier Pfeffer Kim Geary & Cohen, LLP

**EXHIBIT 1
CITY PAYMENTS**

	Pre-Open	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Total	
Non-recurring																							
Law Enforcement	\$200,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$200,000	
Specific Plan Update	-	-	-	40,000	40,000	40,000	40,000	40,000	-	-	-	-	-	-	-	-	-	-	-	-	-	200,000	
Water & Rec Resources	-	-	-	500,000	500,000	500,000	500,000	500,000	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500,000	
Recreational Contribution	-	-	-	-	-	-	-	-	1,000,000	1,000,000	-	-	-	-	-	-	-	-	-	-	-	2,000,000	
Public Safety Training	-	-	-	-	100,000	100,000	100,000	100,000	100,000	-	-	-	-	-	-	-	-	-	-	-	-	500,000	
Recurring																							
Law Enforcement	-	640,000	640,000	640,000	640,000	640,000	640,000	640,000	691,154	691,154	691,154	691,154	691,154	691,154	691,154	691,154	691,154	691,154	691,154	691,154	691,154	691,154	13,465,000
Downtown Redev	-	50,000	50,000	50,000	50,000	50,000	50,000	50,000	126,923	126,923	126,923	126,923	126,923	126,923	126,923	126,923	126,923	126,923	126,923	126,923	126,923	126,923	2,000,000
Air Quality	-	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	1,000,000
General Gov't	-	100,000	100,000	100,000	100,000	100,000	100,000	100,000	330,769	330,769	330,769	330,769	330,769	330,769	330,769	330,769	330,769	330,769	330,769	330,769	330,769	330,769	5,000,000
																					20-Year Total	26,865,000	

Note: All amounts will be increased by the CPI increases set forth in the Memorandum of Understanding between the North Fork Rancheria of Mono Indians and the City of Madera dated October 18, 2006

Exhibit 2

Exhibit 2 will be distributed prior to scheduled meeting.

REPORT TO CITY COUNCIL

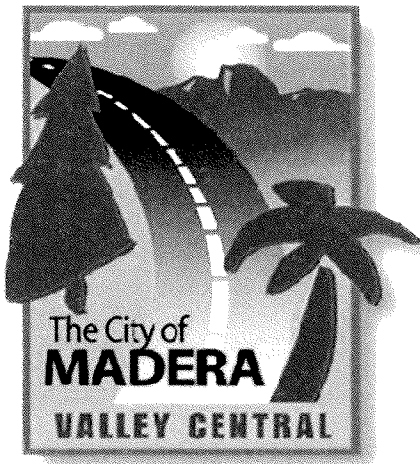
MEETING DATE: December 21, 2016

AGENDA ITEM NUMBER: E-1

Approved By:


PUBLIC WORKS DIRECTOR


CITY ADMINISTRATOR



SUBJECT:

Consideration of a Resolution Approving an Additional Water Conservation Rebate Program for Graywater Recycling Systems

RECOMMENDATION:

Staff recommends that Council approve additional Water Conservation Rebate opportunities as outlined below.

SUMMARY:

City Council previously asked staff to move forward in creating additional rebate opportunities in the Water Conservation Rebate Program. Staff has created guidelines for two additional rebates ready for implementation upon adoption. These two rebate opportunities focus on the use of graywater for landscape irrigation; one requires the homeowner to obtain a plumbing permit while the other does not.

DISCUSSION:

Graywater systems reduce the amount of water needed for landscape irrigation by using the water discharged from washing machines, showers, etc. that do not include fecal matter. The systems capture this "graywater" which is then distributed through irrigation tubing.

There are two types of rebate programs being proposed. These programs are summarized below. More detailed descriptions are provided in the attached rebate handouts prepared for each specific program. The principal difference between the programs is the level of complexity and requirement for plumbing permits. Any system that modifies existing plumbing or stores water requires a plumbing permit. More simple systems that just divert laundry discharges directly to landscaping do not require plumbing permits.

No Permit Required	- Laundry-to-Landscape (L2L) Graywater Rebate	- 85% up to \$200
Permit Required	- Graywater System Rebate	- 85% up to \$1,000

Laundry-to-Landscape (L2L)

It is proposed to offer a rebate amount of 85% of the cost of an unpermitted graywater system, up to \$200. The typical system captures graywater from the discharge hose of your washing machine using a three-way diverter enabling you to reuse the water without altering the existing plumbing in your home. The system then distributes the graywater by way of subsurface irrigation tubing where it percolates through a mulch basin in your planters. This system does not require a permit in California. The attached

Installation Manual, that accompanies the application information, provides homeowners a parts list which was developed with a local hardware retailer and instructions on installation. The local retailer's prices would put this type of system at approximately \$120 (*cost subject to change and may vary depending on length of pipe and tubing needed*).

The City would provide this rebate as a credit on an applicant's utility account. To qualify for a rebate, the applicant must:

- Have a City of Madera utility account.
- Submit a completed application form, including photo submission of laundry facilities and landscape area.
- Complete pre installation inspection, installation and final inspection if requested per the Application Guidelines.
- Provide an itemized dated sales receipt for the approved materials and/or installation.

Graywater System

It is proposed to also offer a rebate for more complex systems of 85% of the cost of a permitted graywater system, up to \$1,000. The system captures graywater from the showers, bath tubs, washing machines and bathroom sinks by cutting into the drainage plumbing accessing the graywater which can then be distributed for irrigation. These systems vary greatly in complexity and price. For example, branched-drain systems are driven by gravity flow to redirect graywater from showers and/or sinks to a mulch basin in your landscape. There are also pumped systems which can include filtration units which make graywater compatible for drip irrigation.

The implementation of a graywater system represents one of the most significant demonstrations that a homeowner can provide in terms of non-irrigation conservation. For this reason, the amount of this rebate matches the highest rebate program (Turf Replacement).

The City would provide a credit on an applicant's City utility account. To qualify for a rebate, the applicant must:

- Have a City of Madera utility account.
- Obtain a City of Madera Permit (required). Complete the installation and provide a copy of the City of Madera Permit showing an approved final inspection of the project.
- Submit a completed application form.
- Provide an itemized dated sales receipt for the approved materials and installation.

Additional new proposals that could conserve water may be developed in partnership with the community and be brought back to the Council for consideration of adoption.

FINANCIAL IMPACT:

This program has no impact on the General Fund, as these activities are funded from the Water Fund. Neither does this action have any financial impact on water funds; as it does not increase the amount of funding allocated for rebates. It only adds additional types of rebates that can draw from the funds that are already allocated in the Water Fund's budgets.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

While this item is not directly addressed in the Vision Plan, it is consistent with Action Item 434: Ensure continued water supplies to meet the demands through innovative reclamation, conservation, and education on water use.

RESOLUTION NO. _____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING ADDITIONAL REBATES FOR THE
WATER CONSERVATION REBATE PROGRAM**

WHEREAS, the City of Madera is committed to ensure continued water supplies to meet demands through conservation and education on water use; and

WHEREAS, it is widely recognized that water conservation provides the most immediate means of being able to meet our future water demands; and

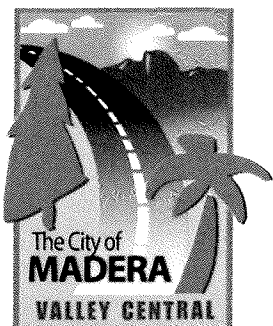
WHEREAS, in an effort to encourage further conservation the City has developed a Water Conservation Rebate Program; and

WHEREAS, the City has determined that it is necessary to add additional rebate offerings; and

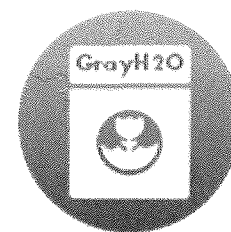
WHEREAS, the proposed rebates have been deemed appropriate for the encouragement of water conservation.

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

1. The above recitals are true and correct.
2. The rebates described in exhibit "A" and "B", attached hereto and incorporated herein by reference, are approved to be added to the existing Water Conservation Rebate Program.
3. This resolution is effective immediately upon adoption.



Laundry-to-Landscape Graywater Rebate Program



The Laundry-to-Landscape (L2L) Graywater Rebate Program provides City of Madera residents a rebate credit of 85% of the cost for the purchase and installation of laundry-to-landscape graywater system not to exceed \$200.

The system captures graywater from the discharge hose of your washing machine, enabling you to reuse the water without altering the existing plumbing in your home. The system connects to a three-way diverter valve which allows graywater to be directed to either the landscape or the sewer system. The water is distributed subsurface through irrigation tubing with outlets directed to water specific plants. This system does not require a permit in California as long as basic guidelines are followed as outlined in Chapter 16 of the 2013 California Plumbing Code.

The use of graywater helps preserve our drinking water supplies by limiting the amount needed for landscape irrigation. Plants with larger root zones such as trees (especially fruit trees), shrubs and bushes, vines, perennials and large annuals do better with graywater irrigation. Graywater is **not** appropriate for irrigation of lawns, small plants, sensitive plants such as ferns, root vegetables or not for use in raised beds.

NOTE: Graywater can NOT be stored for later use as it becomes septic and can be harmful to animals and humans. Graywater can NOT be applied at the surface, it must percolate through a subsurface mulch basin and NO runoff can occur.

APPLICATION PROCESS

1. Obtain an application using one of the following methods:
 - Telephone: (559) 661-5466
 - Email: lmcperson@cityofmadera.com
 - Web site: www.cityofmadera.ca.gov
 - FAX: (559) 661-0760
 - Drop by our office:
City of Madera Public Works - Water Conservation Program
1030 S. Gateway Dr., Madera, CA 93637
2. Send completed application, copy of utility bill, photos of laundry area where diversion plumbing will be installed, photos and drawing schematic of landscape area where you intend to discharge graywater, and the Property Owners Notice and Release **if applicable** to the Water Division, as stated above.
3. After review of the application a representative will contact you with an approval to move forward with the installation or to schedule a brief appointment for an inspection if needed. **DO NOT PURCHASE MATERIALS OR COMPLETE INSTALLATION UNTIL YOU RECEIVE APPROVAL TO MOVE FORWARD.**
4. Purchase and install materials as set forth in the Laundry to Landscape System Guidelines (provided with application packet).

5. Notify Water Conservation Division of completed project and submit receipts for approved materials purchased for project. A representative will contact you to schedule the final inspection of the project.

Rebate Program Guidelines and Conditions

Who Qualifies?

- City of Madera customers who pay a water utility bill to the City of Madera and who have property within the City service area.
- Renters or tenants must provide written approval from the property owner or property manager.

Timelines

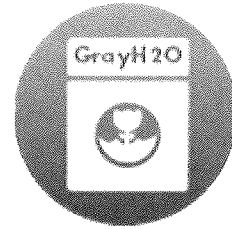
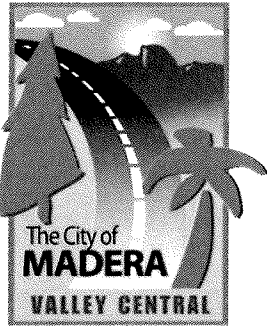
- Program applies to applicants after 12/21/16
- Pre installation inspection may be necessary after receipt of application and additional documents
- Approval to move forward with installation
- Final inspection required for approval of rebate credit.

Application and Rebate Approval or Denial

- On-site compliance verification at the address shown on the City of Madera utility bill is required.
- An itemized dated sales receipt for the approved materials is required
- Incomplete, incorrect or unsigned applications cannot be processed and will be returned to the applicant.
- Customers must fulfill all program guidelines to be eligible for rebates.
- Rebate amounts will be credited to the utility account after completing the rebate process.

Other Considerations

- The City is not responsible for materials lost by mail.
- Submission or possession of a rebate application does not guarantee receiving a rebate.
- Rebates are processed on a first come, first served basis.
- Funding for this rebate program is limited to available resources.
- Rebate amounts are subject to change without notification.
- This program shall at all times be subject to change or termination without prior notice.



Graywater System Rebate Program

The Graywater System Rebate Program provides City of Madera residents a rebate credit of 85% of the cost for the purchase and installation of a graywater system not to exceed \$1,000.

The system captures graywater from the showers, bath tubs, washing machines and bathroom sinks. It is water that contains some soap but is clean enough to water plants. Water from toilets or wash water from diapers is never considered graywater. Water from the kitchen sink is not considered graywater in California. The system alters the plumbing by cutting into the drainage plumbing to access the graywater. The water is distributed subsurface through irrigation tubing with outlets directed to water specific plants. **This system requires a permit from the City of Madera.**

The use of graywater helps preserve our drinking water supplies by limiting the amount needed for landscape irrigation. Plants with larger root zones such as trees (especially fruit trees), shrubs and bushes, vines, perennials and large annuals do better with graywater irrigation. Graywater is **not** appropriate for irrigation of lawns, small plants, sensitive plants such as ferns, root vegetables or not for use in raised beds.

APPLICATION PROCESS

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 - Telephone: (559) 661-5466
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 - FAX: (559) 661-0760
 - Drop by our office:
City of Madera Public Works - Water Conservation Program 1030 S.
Gateway Dr., Madera, CA 93637

2. Send completed application with copy of utility bill, copy of permit from City of Madera showing final inspection of permitted project and copies of receipts for materials and installation of project .

Rebate Program Guidelines and Conditions

Who Qualifies?

- City of Madera customers who pay a water utility bill to the City of Madera and who have property within the City service area.
- Renters or tenants must provide written approval from the property owner or property manager.

Timelines

- Program applies to applicants after 12/21/16
- City of Madera Permit is required

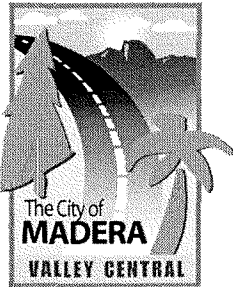
Application and Rebate Approval or Denial

- On-site compliance verification at the address shown on the City of Madera utility bill is required.
- An itemized dated sales receipt for the approved materials is required
- A copy of the City of Madera Permit showing approved final inspection of the project is required
- Incomplete, incorrect or unsigned applications cannot be processed and will be returned to the applicant.
- Customers must fulfill all program guidelines to be eligible for rebates.
- Rebate amounts will be credited to the utility account after completing the rebate process.

Other Considerations

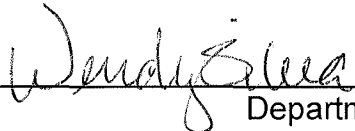
- The City is not responsible for materials lost by mail.
- Submission or possession of a rebate application does not guarantee receiving a rebate.
- Rebates are processed on a first come, first served basis.
- Funding for this rebate program is limited to available resources.
- Rebate amounts are subject to change without notification.
- This program shall at all times be subject to change or termination without prior notice.

Report to City Council




Council Meeting of December 21, 2016
Agenda Item Number E-2

Approved by:



Department Director



City Administrator

Consideration of a Resolution Amending the City of Madera Classification Plan by Addition of a Tyler Munis Implementation Project Manager Job Description and Setting the Rate of Compensation for the Position

RECOMMENDED ACTION

It is recommended Council adopt the resolution amending the employee classification plan and setting the rate of compensation for the Tyler Munis Implementation Project Manager classification.

HISTORY

In 2015, the City began official implementation of the Tyler Munis Enterprise Resource Planning System software to replace the City's existing financial software package. The purpose of the Munis implementation is to replace the City's aging financial accounting software as well as consolidate many other software products individual departments are using into a single system. The anticipated outcome of the implementation is one functional, integrated, transparent system for all City departments to use in the conduct of business. Munis will also include a citizen access portal to assist the City with being as transparent as possible.

SITUATION

At the outset of the project, it was determined that the Information Services (IS) Manager would serve as overall project manager for the Munis implementation, as well as provide the services required of the IS Manager position. This was a difficult task to undertake for the City's former IS Manager, Ted Uyesaka, however Mr. Uyesaka's intimate knowledge of the organization, prior experience, and overall skill set provided a basis to tackle both roles. However, as the project progressed, it became apparent that the City would benefit from a full time project manager for the Munis implementation that would not be also responsible for a different full time job. With Mr. Uyesaka's departure, staff does not believe that it is reasonable to expect the new IS Manager, when hired, to assume both the role of the IS Manager and the role of the Munis project manager. For this reason, staff began to explore options for a dedicated project manager.

Staff contacted several firms with experience in information services and project management. Three firms made proposals, but only two provided historical experience in implementation of a system such as Tyler Munis. Both of those firms gave similar proposals and the estimated cost for project management through the full implementation of the Tyler Munis system could reach as high as \$400,000. Staff believes that this is more than the City should spend on management of the project, and began to explore internal options.

Working within the City's established Personnel and Civil Service Rules, it was determined that a temporary out of class assignment to a position specific to Munis project management would be the best option for internally staffing a full time project manager. For this reason, the Human Resources Department developed a job specification specific to the functions that would be required of a full time project manager. The intent of the position is that it would only exist while the Tyler Munis project is being implemented, and after the project has completed the implementation phase, assigned staff would return to their normal position.

The Munis project manager is required to have an intimate knowledge of the organization and how various aspects of different departments integrate, be knowledgeable of technical requirements of the implementation, and be able to move the project forward by holding both the vendor and internal staff accountable. The City Administrator has determined that the Procurement Services Manager is the best qualified internal candidate for this assignment. Through the nature of her position, the Procurement Services Manager has been involved with the project since the initial writing of the Request for Proposals and has been involved with the project implementation from the start. This individual also possesses a skill set that will help ensure all parties are held accountable to move this project to a successful completion.

If Council approves using internal staff for full time project management of the implementation, internal out of class assignments would be used to backfill positions. It is likely that once the internal domino effect has ceased that either part time or temporary help will be used to backfill the lowest positions left temporarily vacant by these assignments. The out of class assignments will be an opportunity for internal staff to gain new skills and broaden their work experience here at the City.

FISCAL IMPACT

The annual base salary proposed for the Tyler Munis Implementation Project Manager is \$80,970. With all benefits included, this is a total annual compensation of \$133,654. This number will be allocated across funds based on the project and will also be potentially offset under the assumption that most of the out of class assignments will be at lower steps than the incumbent employees. Until all out of class assignments are made, staff will not know the full effect of the cost. Should the position be approved, appropriate adjustments will be made in the mid-year budget once all out of class assignments have been filled. Staff anticipates that the annual

total compensation figure of \$133, 654 is the maximum exposure for this proposal, which is significantly less than the quotes received from consulting firms.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Amendments to the City of Madera classification and compensation plan are not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

RESOLUTION No. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
AMENDING THE EMPLOYEE CLASSIFICATION PLAN ADOPTED BY RESOLUTION NO. 00-13
AND SETTING THE RATE OF COMPENSATION FOR THE
TYLER MUNIS IMPLEMENTATION PROJECT MANAGER**

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

SECTION 1. The Employee Classification Plan adopted by Resolution No. 00-13 is hereby amended by the addition of the Tyler Munis Implementation Project Manager classification. The job description for this position is on file with the Office of the City Clerk and referred to for more particulars.

SECTION 2. The Tyler Munis Implementation Project Manager is hereby assigned to City of Madera Schedule M as follows:

	Range	Bi-Weekly Min	Bi-Weekly Max
Tyler Munis Implementation Project Manager	408	\$2,440.15	\$3,114.24

SECTION 3. This resolution is effective immediately.

* * * * *

CITY OF MADERA

TYLER MUNIS IMPLEMENTATION PROJECT MANAGER

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

DEFINITION:

Under direction acts as the City's designated Project Manager for the successful implementation of the Tyler Munis software system; provides direction, administration and management of the implementation project including contract management and compliance by both Tyler and City staff with the approved Agreement and Statement of Work. Performs other related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Tyler Munis Implementation Project Manager** is a single position classification reporting to the City Administrator. Incumbents exercise considerable independent judgment and authority to manage the implementation project for a successful outcome. The Tyler Munis Implementation Project Manager works collaboratively with the designated Executive Steering Committee to accomplish project tasks and goals.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from the City Administrator. May exercise technical and/or functional supervision over lower level staff.

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

- Acts as project manager for the Tyler Munis implementation project.
- Monitors vendor performance and ensures contract compliance from both Tyler Technologies and any of their subsidiary companies as well as City staff. Works with Tyler on solutions to contract compliance issues.
- Works with Tyler's phase implementers and designated City staff to develop, review, approve and implement phase schedules. Plans and implements necessary logistical support for on-site trainings and implementation meetings.
- Collaborates with the Executive Steering Committee to solve problems and assists in the implementation of citywide project objectives.

- Reviews and recommends approval of vendor payments and miscellaneous invoices related to the project.
- Negotiates, prepares, and recommends modifications to the Agreement, Statement of Work, and/or project schedule.
- Regularly communicates with the City Administrator and the Executive Steering Committee on project progress, implementation concerns, schedules, and other project related issues.
- Ensures timely project completion through regular communication with designated phase Subject Matter Experts and the Executive Steering Committee on project progress and data conversion/import/input requirements.
- Leads and participates in regularly scheduled project meetings with City Staff and Tyler.
- Prepares and provides written reports as necessary.
- Maintains positive working relationships with both City staff and Tyler consultants and implementers.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work related documents. Acute hearing is required when providing phone and face-to-face service.

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

Experience and Education:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Tyler Munis Implementation Project Manager**. A typical way of obtaining the required qualifications is to possess significant experience managing contracts; writing reports; and reading and interpreting policies, agreements, contracts and similar documents.

License/Certificate:

Possession of, or ability to obtain, a valid Class "C" California driver's license.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of:

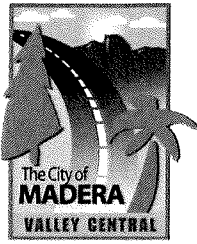
Principles, procedures, standards and practices of contract and project management; principles and practices of public administration and local government operations, including budgeting principles, contract administration, research methods, and report writing. Knowledge of Federal, State, County and City policies, procedures, regulations and laws as they relate to managing the Tyler Munis implementation project. Knowledge of modern office practices, methods and equipment, including a computer and applicable software; occupational hazards and standard safety procedures.

Ability to:

Plan, manage and coordinate the work of the Tyler Munis implementation project; develop and administer sound organizational goals, objectives, policies and methods for evaluating achievement and performance levels; properly interpret and make decisions in accordance with laws, regulations and policies; analyze complex issues, evaluate alternatives and implement sound solutions; make adjustments to standard operating procedures as necessary to improve organizational effectiveness; facilitate group participation and consensus building; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Operate an office computer and a variety of word processing and software applications.



REPORT TO CITY COUNCIL

Approved by:

José Alvarez
Department Director

[Signature]
City Administrator

Council Meeting of: 12/21/16

Agenda Number: E-3

SUBJECT: Request for Direction Regarding Council Meeting Scheduled January 18, 2017

RECOMMENDATION: Staff requests direction from the Council to cancel the January 18, 2017 council meeting due to lack of a quorum. As of the writing of this report, staff does not anticipate the need for a special meeting to be held in place of the regular meeting.

DISCUSSION: Mayor Medellín, Mayor Pro Tem Foley Gallegos and Council Members Robinson and Rodriguez are registered to attend the League of California Cities New Mayors and Council Members Academy January 18, 2017 – January 20, 2017. Since four members of the Council will be absent, a quorum of the Council is not available to hold a meeting.

Staff requests direction from the Council to cancel the January 18, 2017 council meeting due to lack of a quorum. As of the writing of this report, staff does not anticipate the need for a special meeting to be held in place of the regular meeting.

FINANCIAL IMPACT: None.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Scheduling of council meetings is not specifically 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.

MAYOR'S APPOINTMENTS WORKSHEET
Calendar Years 2017 & 2018

Agenda: 12/21/16
Item: F-1

COMMITTEE	2015 & 2016 APPOINTMENTS	2017 & 2018 APPOINTMENTS
<p>Central California Women's Facility (CCWF) Citizens Advisory Board <u>CCWF</u>, 23370 Road 22, Chowchilla, CA 93610 Contact – Lilly Dawson, Community Resource Manager (A) 665-5531, x5104 <u>Valley State Prison (VSP)</u>, 21633 Ave. 24, Chowchilla, Ca 93610 Contact - Carmen Bruton-Maroney, Community Resource Manager 665-6100 x5474 Meets 1st Thursday every other month at 3:00 p.m. (alternate sites CCWF & VSP).</p>	<p>Primary: Derek Robinson Alternate: Donald Holley</p>	<p>Primary _____ Alternate _____</p>
<p>Madera County Local Child Care and Development Planning Council (LPC) Steering Committee Madera Co. Office of Education (MCOE) 1105 S. Madera Ave., Madera, CA 93637 Ph: 673-6051 Contact: Gabriela Maher – 662-3825 <i>Meets quarterly, 11:30 a.m. -1:30 p.m. at MCOE offices</i></p>	<p>Primary: Derek Robinson Alternate: Charles Rigby</p>	<p>Primary _____ Alternate _____</p>
<p>Community Action Partnership of Madera Co. Inc. (CAPMC) 1225 Gill, Madera, CA 93637 Ph. 673-9173 Contact: Melisa DaSilva 675-5748 Meets 2nd Thursday at 5:30 p.m. at 1225 Gill, Board Room</p>	<p>Primary: Donald Holley Alternate: William Oliver</p>	<p>Primary _____ Alternate _____</p>
<p>Madera County Economic Development Commission (EDC) 2425 W. Cleveland Ave., Madera, CA 93637 Contact: Lois Leonard, 675-7768 Executive Committee – Meets monthly 1st Wednesday at 7:30 a.m. Commission – Meets quarterly 2nd Wednesday at 3:00 p.m.</p>	<p>Primary: Andrew Medellin Alternate: Derek Robinson</p>	<p>Primary _____ Alternate _____</p>

Mayor's Appointments Continued

COMMITTEE	2015 & 2016 APPOINTMENTS	2017 & 2018 APPOINTMENTS
<p>Madera County Transportation Commission (MCTC) 2001 Howard Rd., Ste. 201 Madera, CA 93637 Contact: Sheila Kingsley, 675-0721 Meets 3rd Wednesday at 3:00 p.m., MCTC Board Room</p>	<p>Primary: Robert Poythress Primary: Andrew Medellin Alternate: Charles Rigby</p>	<p>Primary _____ Primary _____ Alternate _____</p>
<p>San Joaquin River Conservancy Meets at Fresno Metropolitan Flood Control Office 5469 E. Olive Ave., Fresno, CA Contact: Rebecca Harris, 253-7324 Meets 3rd Wednesday at: 10:00 a.m. March-October 10:30 a.m. November-February</p>	<p>Primary: Derek Robinson Alternate: Charles Rigby</p>	<p>Primary _____ Alternate _____</p>

Continued on next page.

Mayor's Appointments Continued

CITY SELECTION COMMITTEE - The Mayors of Madera and Chowchilla serve on this committee. The City Selection Committee is administered by the Madera County Clerk of the Board –The City Selection Committee meets as needed to make appointments to LAFCO and SJVAPCD Citizen Advisory Committee:		
COMMITTEE		APPOINTMENT
<p>LAFCO – Local Agency Formation Commission Each city appoints a primary member. Alternate is one appointment from either city.</p> <p>Meets at Madera Co. Government Center, 200 W. 4th St., Madera, CA 93637 Contact: 675-7821</p> <p>Meets 4th Wednesday at 6:00 p.m.</p>	<p>City Selection Committee Appointment.</p> <p>Informational only.</p>	<p>Madera City Primary: Andy Medellin (term ending 1/31/20)</p> <p>Chowchilla City Primary: Waseem Ahmed (term ending 1/31/20)</p> <p>Alternate: Richard Walker, City of Chowchilla (term ending 1/31/20)</p>
<p>San Joaquin Valley Air Pollution Control District Citizen Advisory Board (SJVAPCD) 1990 E. Gettysburg, Fresno, CA Ph. 230-6000 Meets 1st Tuesday at 10:00 a.m.</p>	<p>City Selection Committee Appointment. Informational only.</p>	<p>Primary: Dennis Haworth, City of Chowchilla Council Member (term ends 1/31/19)</p>

Continued on next page.

Mayor's Appointments Continued

<p><u>SJVAPCD SPECIAL CITY SELECTION COMMITTEE</u> - Valley-wide Special City Selection Committee is charged with making appointments of city representatives to the San Joaquin Valley Air Pollution Control District's (SJVAPCD) Governing Board.</p>		
COMMITTEE	APPOINTMENT	
<p>SJVAPCD Special City Selection Committee</p>	<p>No new appointments required at this time but may make new appointments.</p>	<p>Primary: Derek Robinson (eff. 1/20/16) Alternate: Will Oliver (eff. 1/20/16)</p> <p>(Optional) New Primary: _____ New Alternate: _____</p>
<p>San Joaquin Valley Unified Air Pollution Control District (SJVAPCD) Governing Board 1990 E. Gettysburg, Fresno, CA Ph. 230-6000 Meets 3rd Thursday at 9:00 a.m.</p>	<p>Appointed by the Special City Selection Committee. Informational only.</p>	<p>Council Member David Ayers, City of Hanford (term ends 12/31/17) Note: Appointments are made by the SJVAPCD Special City Selection Committee. (SJVAPCD Central Region - Small City Rotation)</p>