



## REPORT TO CITY COUNCIL

**Approved by:**

  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** September 18, 2019

**Agenda Number:** B-7

**SUBJECT:** **Consideration of a Resolution Approving a Cooperative Agreement with the County of Madera and the City of Chowchilla to Facilitate Intergovernmental Cooperation to Benefit the Greater Madera County Area and Authorizing the City Manager to Execute the Agreement**

### **RECOMMENDATION:**

Staff recommends that the City Council (Council) adopt an amendment to the Cooperative Agreement between the City of Madera, City of Chowchilla, and the County of Madera. If approved, the next Intergovernmental Agency meeting is scheduled for Saturday, October 26, 2019 in Chowchilla. The subject matter for the meeting will be economic development.

### **SUMMARY:**

The Board of Supervisors and the City Councils of Madera and Chowchilla have held joint meetings to discuss their shared vision for the greater Madera County area. During these meetings, the Supervisors and the Council Members discuss the strengths and challenges their jurisdictions face and solicit community feedback.

The Intergovernmental Working Committee Cooperative Agreement has previously been presented and approved by Council. The cooperative agreement simply formalizes the relationship. Additionally, a Steering Committee has been formed to discuss various aspects of the agreement and subsequently define necessary and desired updates.

### **DISCUSSION:**

The Steering Committee now recommends that the Amended Cooperative Agreement be presented to each respective agency's legislative body for consideration. The agreement outlines the membership, subcommittees, and associated responsibilities of the Intergovernmental Agency. It also provides a list of issues to be addressed, including but not limited to:

- Challenges in Emergency Medical Services
- Addressing/Reducing Homelessness
- Coordinating Economic Development Efforts Countywide
- Collaborating on Water Resources Projects

- Collectively Working on Future Rail/Transportation Projects

**FINANCIAL IMPACT:**

There is no financial impact at this time, sans staff resources to attend the meetings and the preparation of this staff report. The next scheduled Intergovernmental Agency meeting will be held on a Saturday and will be attended by Council members which receive a flat monthly stipend and City staff that receive a monthly salary. Shared expenses are anticipated for subject matter experts for the next scheduled meeting.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The requested action further strengthens the Vision 2025 core area of A Well-Planned City by anticipating the future with coordinated planning and interagency cooperation guided by a shared vision.

**ALTERNATIVES:**

If the requested action is not approved, the City of Madera will no longer participate as a member of the Intergovernmental Working Committee.

**ATTACHMENT:**

1. Resolution and Restated and Amended Cooperative Agreement.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA APPROVING A COOPERATIVE AGREEMENT WITH THE  
COUNTY OF MADERA AND THE CITY OF CHOWCHILLA TO FACILITATE  
INTERGOVERNMENTAL COOPERATION TO BENEFIT THE GREATER  
MADERA COUNTY AREA**

**WHEREAS**, the Board of Supervisors of the County of Madera, the City Council of the City of Madera and the City Council of the City of Chowchilla have long desired to coordinate their resources to address common concerns; and

**WHEREAS**, at joint meetings of the Madera County Board of Supervisors, the City of Madera, and the City of Chowchilla have previously held meetings to discuss their shared vision for the future for the greater Madera County area; and

**WHEREAS**, at the joint meetings, the Supervisors and Councilmembers received input from members of the public regarding issues confronting residents across the County; and

**WHEREAS**, the Supervisors and Councilmembers agreed to consider entering into a collaborative agreement to achieve goals of mutual benefit.

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

1. The above recitals are true and correct.
2. The Cooperative Agreement with the County of Madera and the City of Chowchilla, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.
3. The City Manager, or his or her designee, is authorized to execute the agreement and any and all documents necessary and appropriate to carry out the intent of this Resolution on behalf of the City.
4. The resolution is effective immediately upon adoption.

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**RESTATED AND AMENDED COOPERATIVE AGREEMENT AMONG THE  
COUNTY OF MADERA, THE CITY OF MADERA AND  
THE CITY OF CHOWCHILLA**

This Restated and Amended Cooperative Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and among the County of Madera (“County”), the City of Madera (“Madera”) and the City of Chowchilla (“Chowchilla”), each being a political subdivision of the State of California.

**RECITALS**

- A. The County of Madera has a 2010 census population of approximately 151,000. There are two incorporated cities within the County, whose populations constitute over half of the total population of the County: the City of Madera and the City of Chowchilla.
- B. The County, Madera and Chowchilla face many serious and overlapping issues of mutual concern.
- C. The County, Madera and Chowchilla expend substantial resources addressing challenges that occur within their jurisdictions, but which are not limited to jurisdictional boundaries.
- D. Staff members of the County, Madera and Chowchilla have considerable experience independently addressing these areas of concern, which experience could be combined to more effectively generate solutions benefitting the greater Madera County population.
- E. The County Board of Supervisors and the Councilmembers of the City of Madera and the City of Chowchilla desire to form an Intergovernmental Agency Committee (“Committee”) to work together to find solutions to their shared problems and opportunities.
- F. On December 12, 2017, the County, Madera and Chowchilla entered into this Agreement to accomplish the aforementioned purposes. The parties now desire to amend various provisions of the original Agreement, most notably, Exhibit “A” which sets forth the issues to be addressed by the parties.

NOW THEREFORE, the parties agree as follows:

1. The Recitals stated above are true and correct and made a substantive part of this Agreement.

2. The goals of this Agreement are to:

- Increase communication among the elected officials of the County, Madera and Chowchilla;
- Facilitate communication among staff of the County, Madera and Chowchilla;
- Coordinate allocation of resources to more efficiently address mutual problems;
- Provide a forum for the public to share concerns affecting the greater Madera County community.

It is intended that this Agreement be a flexible framework for accomplishing the stated goals and be construed liberally to effect these purposes.

3. Membership.

A. The Regular Members of the Joint Committee are:

- 1) All members of the County Board of Supervisors;
- 2) All members of the Madera City Council; and
- 3) All members of the Chowchilla City Council.

B. The Ex Officio Members of the Joint Committee are:

- 1) County Administrative Officer;
- 2) City Administrator of Madera;
- 3) City Administrator of Chowchilla;
- 4) Clerk of the Board of Supervisors;
- 5) City Clerk of Madera; and
- 6) City Clerk of Chowchilla.

C. The Steering Committee Members are:

- 1) Chairman of the Board of Supervisors;
- 2) Chairman Pro Tem of the Board of Supervisors;
- 3) Mayor of Madera;
- 4) Mayor Pro Tem of Madera;
- 5) Mayor of Chowchilla; and
- 6) Mayor Pro Tem of Chowchilla.

D. The Ad Hoc Committee Members are as appointed by the Steering Committee.

4. Meetings.

A. Frequency.

1) A joint meeting of the entire membership of the Joint Committee will be held annually and at other times as determined by the Steering Committee.

2) The Steering Committee will meet quarterly and at other times as it determines necessary.

3) Ad Hoc Committees will meet as directed by the Steering Committee and as they determine necessary.

B. Location. Meetings of the Joint Committee or any subcommittee will be held in each jurisdiction on a rotating basis.

C. Quorum. A quorum of any committee is required for the committee to conduct business. A quorum consists of the majority of the named positions for that committee.

5. Responsibilities of Committees.

A. Joint Committee. The Joint Committee shall provide general input to and share information with each jurisdiction to collaborate in setting goals for the Committee.

B. Steering Committee. Based on input from the Joint Committee, the Steering Committee shall prioritize the issues to be addressed by any Ad Hoc Committee, appoint members of the Ad Hoc Committee, and provide guidance as to the Ad Hoc Committee regarding its objectives and time lines.

C. Ad Hoc Committee. Based on the directions from the Steering Committee, the Ad Hoc Committee shall meet as required to accomplish its stated objective.

6. Issues to be addressed.

A. It is anticipated that the issues to be addressed by the Joint Committee will correlate to conditions existing in the greater County of Madera area as they occur. The intent of this Agreement is to create a means for each party to improve their responsiveness by increasing communication in order to better identify and accomplish goals cooperatively.

B. The issues to be addressed include, but are not limited to, those set forth in Exhibit "A" and subsequent Exhibits, as approved by the Joint Committee.

7. Funding. Each party shall fund its own staff time related to this Agreement without reimbursement from any other party. Any future project costs may be subject to a separate funding agreement among the parties, as mutually determined by the parties.

8. Term, termination, amendment. This Agreement shall be effective upon the approval of all parties and may be amended, in writing, by mutual written agreement of the parties. The Agreement shall remain in effect until terminated by any party.

9. No partnership, joint venture, or third party beneficiary. This Agreement does not evidence a partnership or joint venture among the County, Madera, Chowchilla or any other person. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

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**IN WITNESS WHEREOF**, the foregoing Agreement is executed on the day and year first above written.

COUNTY OF MADERA:

\_\_\_\_\_  
Eric Fleming, Chief Administrative Officer

CITY OF MADERA:

\_\_\_\_\_  
Arnoldo Rodriguez, City Manager

CITY OF CHOWCHILLA:

\_\_\_\_\_  
Rod Pruett, Interim City Administrator

## **EXHIBIT “A”**

The issues to be addressed pursuant to this Cooperative Agreement may include, but are not limited to:

### **Intergovernmental Agency Workshop – September 30, 2017**

- Challenges in emergency medical services countywide.
- Addressing and reducing homelessness.
- Coordinating economic development efforts countywide.
- Collaborating on water resources projects.

### **Intergovernmental Agency Workshop – October 6, 2018**

- Homelessness Task Force: Continue to focus on the coordinated efforts and regular meetings among the jurisdictions using a Homelessness Task Force. Each Council and Board will designate a member to the Task Force with support of the three Administrators and key staff.
- Economic Development: Bobby Kahn, Executive Director of the Madera County Economic Development Commission, will take the lead as “One Madera” to help all three jurisdictions take advantage of Opportunity Zones and Enhanced Infrastructure Financing Districts. There is a desire to have Mr. Kahn prepare a strategy to develop more shovel ready industrial space in all three jurisdictions.
- Rail Lines: Collectively work on the future Amtrak Station and potential development around the station and facilities; support each other on WYE alignment and water rights for track easements; and the heavy maintenance facility proposed by the California High-Speed Rail Authority.
- Transportation: Continue using “One Voice” with Caltrans and looking for the potential for additional planning grants.

### **New Spaces for Collaboration**

- Animal Services: Joint efforts related to the financing and construction of a new Animal Control & Adoption Center Complex; coordination of potential ordinances related to spay and neutering of pets as well as limiting the number of animals allowed per household.
- Library: provide services to the homelessness to assist them with locating services and/or finding jobs with use of the computers.