





REPORT TO CITY COUNCIL

Approved by:



Parks & Community Services Director


Arnaldo Rodriguez, City Manager

Council Meeting of: April 21, 2021

Agenda Number: B-10

SUBJECT:

Purchasing Agent Agreement with County of Madera Relating to CalFresh Healthy Living Program

RECOMMENDATION:

Adopt a Resolution:

1. Approving a Purchasing Agent Agreement with County of Madera in the amount of \$24,999 relating to CalFresh Healthy Living Program; and
2. Amending the City's Fiscal Year 2020/21 Budget for the acceptance of revenue in the amount of \$22,000 and approving related expenditure line items.

SUMMARY:

In December 2020, the County of Madera (County) Department of Public Health approached the Parks and Community Services (PCS) Department proposing a partnership to organize and promote physical activity and nutrition outreach related to their CalFresh Healthy Living Program. The County will provide the City up to \$24,999 reimbursement for the purchase of supplies and staff time efforts for programming focusing on healthy eating and being physically active. PCS will partner with the County to organize a six-month social media campaign, including monthly activity calendars, monthly challenges with prizes, and activity kit dispersals for elementary, middle, and high school students and families.

DISCUSSION:

The CalFresh Healthy Living Program is the largest nutrition education program in the United States. It strives to improve the health of Californians through access to healthy food choices and safe places to be active. To assist the County with the implementation of their goals under the CalFresh Healthy Living Program, PCS developed a work plan for providing Madera residents with opportunities which focus on healthy eating and being physically active (Exhibit "B" to the

Agreement). These activities will take place throughout the next six months, with all activities completed by September 30, 2021. This programming includes:

- Monthly activity calendars posted via social media;
- 500 activity kits for elementary students (K - 6th grade);
- 500 activity kits for middle school students (7th & 8th grade);
- 100 activity kits for high school students (9th - 12th grade);
- 100 activity kits for families; and
- Monthly challenges with prizes from May through September posted via social media.

Activity kits will contain items that pertain to each age level, such as drawstring backpacks, water bottles, measuring cups and spoons, jump ropes/speed ropes, chalk, frisbees, and playing cards. In an effort to minimize exposure to COVID-19, activity kits will be dispersed using an online reservation system and drive-thru pickup event. All residents, regardless of whether they have received an activity kit, will be eligible to win prizes for their participation in the monthly challenges. These challenges will be geared towards specific age groups and require proof of completion through social media or email submittal.

Additionally, the County and PCS will engage in a joint social media campaign, highlighting physical activity opportunities available in the City and County of Madera, sharing nutritional information like healthy cooking recipes, and encouraging water consumption.

FINANCIAL IMPACT:

The total budget for the activities described in the work plan is \$24,999. This includes supplies for the activity kits; incentive prizes; and staff time for activity kit assembly, dispersal, and social media campaign oversight. The County will reimburse the City for up to \$24,999 of these expenses. This will provide relief to the General Fund of approximately \$5,000 for the full-time salaries and benefits adopted in the FY 2020/21 City Budget and anticipated in the FY 2021/22 City Budget.

Because this Agreement spans two fiscal years, some expenses will take place in the current year, while others are anticipated during FY 2021/22. Table 1 shows a breakdown of these estimated costs.

Table 1: Purchasing Agent Agreement Budget		
<i>Description</i>	<i>FY 2020/21</i>	<i>FY 2021/22</i>
County Reimbursement	(\$22,000)	(\$2,999)
Supplies	\$20,035	\$0
Salaries and Benefits	\$1,965	\$2,999
Total net cost	\$0	\$0

A budget amendment is being proposed to recognize the \$22,000 revenue for the current fiscal year and corresponding expenditures of \$20,035 for supplies within the Parks Recreation Budget. Salary and benefit costs have already been included in the adopted FY 2020/21 City Budget; the revenues received will reduce the General Fund contribution towards this expense. Revenues and expenditures for FY 2021/22 will be included in the proposed budget for next fiscal year.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions support the following Vision Madera 2025 strategies:

- *121.8*: Promote and encourage walking within the City.
- *404*: Community Wellness: Promote increased community wellness.
- *411*: Recreational Opportunities: Enhance and expand recreational activities available to Maderans.

ALTERNATIVES:

1. Council may request staff bring additional information back to a subsequent meeting.
2. Council may direct staff to seek additional sources of funds to expand the program.

ATTACHMENTS:

1. Resolution – Approving Agreement
 - a. Exhibit 1 – Purchasing Agent Agreement
 - i. Exhibit A – Duties and Obligations
 - ii. Exhibit B – Subcontract Work Plan
2. Resolution – Budget Amendment
 - a. Exhibit A – Budget Amendment

RESOLUTION NO. 21 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
APPROVING A PURCHASING AGENT AGREEMENT WITH COUNTY OF MADERA
IN THE AMOUNT OF \$24,999 RELATING TO CALFRESH HEALTHY LIVING
PROGRAM**

WHEREAS, the City of Madera (City) Parks & Community Services Department provides physical activities and nutrition support for City residents of all ages and outreach services within the community to promote healthier lifestyle choices; and

WHEREAS, the County of Madera (County) Department of Public Health wishes to collaborate to promote physical activity and nutrition support to the community by supporting the CalFresh Healthy Living Program; and

WHEREAS, the County wishes to partner with the City to provide these outreach services to residents; and

WHEREAS, the County has prepared a Purchasing Agent Agreement which will provide the City \$24,999 for the period of May 1, 2021, through September 30, 2021; and

WHEREAS, the Purchasing Agent Agreement is in the best interests of the City, the County, and the citizens of Madera.

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

1. The above recitals are true and correct.
2. The City Council approves the Purchasing Agent Agreement with the County of Madera (Cal Fresh Healthy Living Program: City-County Agreement) for physical activity and nutrition outreach services which is attached hereto as Exhibit 1 and incorporated by reference.
3. The Mayor is authorized to execute the Agreement and any and all documents necessary to effectuate the Agreement on behalf of the City.
4. This Resolution is effective immediately upon adoption.

MADERA COUNTY PURCHASING AGENT AGREEMENT NO. _____
(CalFresh Healthy Living Program: City – County Agreement)

THIS AGREEMENT is made and entered into effective on this _____ day of _____, 2021 (“Effective Date”), by and between the COUNTY OF MADERA, a political subdivision of the State of California (“COUNTY”) by and through the Madera County Purchasing Agent, and the CITY OF MADERA, a municipal corporation (“CONTRACTOR”).

RECITALS

A. The CITY OF MADERA operates a PARKS AND COMMUNITY SERVICES DEPARTMENT that provides physical activity and nutrition support and services to the community.

B. The physical activity and nutrition support received through PARKS AND COMMUNITY SERVICES has a significant impact on the duration of being physically active and making smarter food choices.

C. Both parties wish to collaborate to provide culturally competent, bilingual, physical activity and nutrition support to the community by supporting the CalFresh Healthy Living Program (“CFHL”).

D. The COUNTY, through the Department of Public Health, wishes to partner with PARKS AND COMMUNITY SERVICES to provide these services to residents of the CITY OF MADERA in the manner set forth in Exhibits “A” and “B” attached hereto.

AGREEMENT

1. **TERM.** CONTRACTOR’s services shall commence on execution and terminate September 30, 2021, unless sooner terminated.

2. **SCOPE OF SERVICES.** The parties shall have those duties and obligations listed on Exhibit “A”. CONTRACTOR shall provide those services as set forth

in the scope of work attached Exhibit "B", which is incorporated herein.

3. **INCORPORATION OF MASTER AGREEMENT.** Madera County Master Contract No. 009 is incorporated herein by reference as if fully stated. CONTRACTOR shall adhere to all terms and conditions of Master Contract No. 9 with the following revisions:

- Section 3.01 shall be amended in its entirety to read as follows:
CONTRACTOR shall submit invoices to COUNTY at the address designated in the Notice provision. Payments by County shall be made within ten (10) business days after receipt, verification and approval of CONTRACTOR's invoices by COUNTY. Invoices shall be submitted as provided in Section 4 of the Agreement.

4. **COMPENSATION AND COSTS.** COUNTY shall pay CONTRACTOR an amount not to exceed Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars (\$24,999) for services performed and supplies procured pursuant to Exhibit "B" of this Agreement.

5. **NOTICES.** Notices required by this Agreement shall be in writing and shall be effective upon personal service or deposit in the mail, postage prepaid and addressed as follows:

COUNTY

Alan Gilmore
Public Health Department
County of Madera
1604 Sunrise Avenue
Madera, CA 93638

CONTRACTOR

Mary Church, Administrative Analyst II
Parks & Community Services Department
City of Madera
701 East 5th Street
Madera, CA 93638

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With Copy to

Darin McCandless
Purchasing Agent
200 W. 4TH Street
Madera, CA 93637

6. **INSURANCE.** CONTRACTOR shall not commence work under this Agreement until first obtaining general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate; and workers' compensation insurance as required by California law.

7. **INDEMNIFICATION.** COUNTY shall indemnify and save harmless the CONTRACTOR, its officers, agents, employees, and servants from all claims, suits or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of COUNTY, its officers, agents, employees and/or servants in connection with the Agreement.

CONTRACTOR shall indemnify and save harmless COUNTY, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of the CONTRACTOR, its officers, agents, employees, and/or servants in connection with the Agreement.

8. **INDEPENDENT CONTRACTOR.**

A. **Independent Capacity.** CONTRACTOR possesses specialized knowledge, expertise and skills that are needed by the COUNTY. In the performance of services under this Agreement, CONTRACTOR and any subcontractor or employee of CONTRACTOR will, at all times, be acting and performing as an independent contractor and shall act in an independent capacity and not as an officer, servant, employee, joint

venture, partner, or associate of COUNTY. COUNTY shall have no right to control, supervise or direct the manner by which CONTRACTOR shall perform her services; however, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing her obligations in accordance with the terms and conditions hereof.

B. No Right to COUNTY Benefits. CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. In addition, CONTRACTOR shall be solely responsible for and hold COUNTY harmless from all matters relating to compliance with Social Security regulations, withholding of taxes, workers compensation coverage and all other regulations governing such matters.

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IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year first above-written.

COUNTY OF MADERA

Approved as to Legal Form:
COUNTY COUNSEL

Darin McCandless, Purchasing Agent

By: _____

CITY OF MADERA

Approved as to Form:
COUNTY ADMINISTRATIVE OFFICER

By: _____
(Signature)

By: _____

(Print)

Title: _____

Approved as to Accounting Form:
COUNTY AUDITOR-CONTROLLER

By: _____

ACCOUNT NUMBER(S)

EXHIBIT "A"

DUTIES AND OBLIGATIONS

1. RESPONSIBILITIES

The County of Madera Department of Public Health will:

- a. Reimburse City Parks and Community Service for up to \$24,999 for staff time and expenses made per Exhibit "B".
- b. Market activity kits and challenges in coordination with City Park and Community Services.
- c. Inform CFHL staff about changes and updates in services.
- d. Inform CFHL about relevant changes in policies, procedures, and eligibility.
- e. Provide technical assistance and monitoring on Parks and Community Services activities related to this MOU as needed.

2. RESPONSIBILITIES

The City of Madera Parks and Community Services will:

- a. Complete the work described by Exhibit "B".
- b. Submit monthly reimbursement requests for money spent on staff hours, activity kits, equipment, etc.
- c. Include information about physical activity and nutrition services and benefits in activity kits.
- d. Complete all activities as listed in the Scope of Work.

3. RESPONSIBILITIES OF BOTH PARTIES

Each party will:

- a. Appoint a representative from each party to coordinate activities relating to the terms of this agreement and to facilitate the exchange of information. These representatives will regularly communicate with one another and meet at a minimum of once during the effective period of the MOU.
- b. Develop and implement a monitoring component to determine compliance and effectiveness.

EXHIBIT “B”

Subcontract Work Plan with Madera County Department of Public Health

Scope of Work:

To provide opportunities and resources for residents of Madera to participate in activities and programming focused on healthy eating and being physically active.

Deliverables:

- Monthly Active Calendars (May-September)
- Activity Kits for elementary students (K-6th grade)
- Activity Kits for middle school students (7th & 8th grade)
- Activity Kits for high school students (9th-12th grade)
- Activity Kits for families
- Monthly challenges beginning in May and ending in September, that will be posted via social media that focuses on healthy eating and physical activity.

Products:

- Activity Kits for elementary, middle school, high school, and families:
 - Drawstring Backpack
 - Water Bottles
 - Measuring Cups & Spoons
 - Jump Ropes
 - Speed Ropes
 - Chalk
 - Frisbees
 - Playing Cards
- Incentives (centered on physical activity and healthy eating) for participating in monthly challenges:
 - Prizes for elementary students (4)
 - Prizes for middle school students (4)
 - Prizes for high school students (4)
 - Prizes for families (4)



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.gov

Results:

- Over 1,000 youth (elementary to high school) will receive Activity Kits that contain equipment and supplies to participate in a variety of challenges specific to healthy eating and physical activity. Activity Kits will be distributed by a reservation system and will be on a first come, first serve basis. Each Activity Kit will contain items that pertain to the age level.
- Approximately 100 families will receive Activity Kits that contain equipment and supplies to participate in a variety of challenges specific to healthy eating and physical activity. These kits will be distributed by a reservation system and will be on a first come, first serve basis.
- Residents who did not receive an Activity Kit but are interested in participating in the monthly challenges, will be encouraged to do so. Information regarding the challenges will be posted via social media.
- All residents, regardless if they have received an Activity Kit or not, will be eligible to win prizes for their participation in the healthy eating and physical activity monthly challenges.
- Both MCDPH and PCS will create a system where the community can submit proof of completion of challenges via social media (i.e., “Post a picture of your family taking a walk in one of our public parks” or “Create a new fruit smoothie and share your recipe”). Each challenge completed by a participant in their specific age group (elementary, middle school, high school, or family), will receive one entry per challenge and a chance to win a prize for each week. Each age group will have four weeks to complete a series of challenges related to physical activity and healthy eating.
- Engage in a joint social media campaign with MCDPH, highlighting physical activity opportunities available in the City of Madera and Madera County and sharing nutritional information like healthy cooking recipes and encouraging water consumption.

Timeline (Tentative Schedule):

- This is a tentative schedule. All activities will be completed by September 30, 2021.
- March: Work with MCDPH on May calendar for joint social media campaign.
- April: Contract to both governing boards/councils. Once contract is approved, supplies will be ordered. Work on joint social media campaign calendars.
- May: Order supplies for Activity Kits. Assemble Activity Kits (Elementary, Middle School, High School, & Family) once supplies are received. Set up registration system for dissemination of Activity Kits. Set up system where participants can post video or picture of completed tasks, so



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they are entered in weekly incentive drawing. Post May calendar via social media.

- June: Put Activity Kits together and disseminate to elementary students. Post June calendar via social media outlets.
- July: Put Activity Kits together and disseminate to middle school students. Post July calendar via social media outlets.
- August: Put Activity Kits together and disseminate to high school students. Post August calendar via social media outlets.
- September: Put Activity Kits together and disseminate to families. Post September calendar via social media outlets.

Budget:

Description	Unit Price	Amount	Subtotal
Activity Kits - Elementary	\$12.75	500	\$6,375
Activity Kits – Middle School	\$12.75	500	\$6,375
Activity Kits – High School	\$15	100	\$1,500
Activity Kits - Family	\$12.85	100	\$1,285
Incentive Prizes			\$4,500
Staff Time – Recreation Coordinator	\$36.50	136	\$4,964
2 days per month April			
3 days per month May-September			
			\$24,999



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.gov

RESOLUTION NO. 21 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
AMENDING THE FISCAL YEAR 2020/21 BUDGET FOR THE ACCEPTANCE OF
REVENUE IN THE AMOUNT OF \$22,000.00 AND APPROVING RELATED
EXPENDITURE ITEMS**

WHEREAS, the City Council previously adopted a City-wide Budget for the 2020/21 Fiscal Year; and

WHEREAS, the County of Madera has prepared a Purchasing Agent Agreement which will provide the City \$24,999 for the period of May 1, 2021, through September 30, 2021; and

WHEREAS, amendments to the City-wide Budget for the 2020/21 Fiscal Year, listed in Exhibit A, attached hereto, are necessary to account for receipt of the funds and related expenditures.

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

1. The above recitals are true and correct.
2. The appropriations for the items listed in Exhibit A, attached hereto, are approved.
3. A signed copy of this Resolution shall be placed on file in the office of the Director of Financial Services who shall prepare the entries necessary to reflect budget changes identified in the City's accounting system.
4. This Resolution is effective immediately upon adoption.

**EXHIBIT A
CITY OF MADERA**

Budget Appropriations: Res. 21- 4/21/2021

Budget Adjustments for Fiscal Year 2020/21

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
General Fund / Recreation	10206200	4659	Refunds and Reimbursement	\$	22,000
	10206200	6532	Maintenance/Other Supplies	20,035	
				\$ 20,035	\$ 22,000