Regular Meeting of the Madera City Council and Special Meeting of the Madera City Council as the Groundwater Sustainability Agency

205 W. 4th Street, Madera, California 93637

AMENDED MEETING NOTICE AND AGENDA

Wednesday, September 4, 2019 **Council Chambers**
6:00 p.m. **City Hall**

CALL TO ORDER

ROLL CALL: **Mayor Andrew J. Medellin**
Mayor Pro Tem Steve Montes, District 3
Council Member Cece Gallegos, District 1
Council Member Jose Rodriguez, District 2
Council Member Derek O. Robinson Sr., District 4
Council Member Santos Garcia, District 5
Council Member Donald E. Holley, District 6

INVOCATION: Pastor John Pursell, Believer's Church

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

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, but are not required, to identify themselves and state the subject of their comments. 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:

INTRODUCTIONS: Alicia Gonzales, City Clerk

A. WORKSHOP

A-1 Madera County Economic Development Commission (EDC) Quarterly Update (Report by Bobby Kahn)

B. CONSENT CALENDAR

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the public or a member of the Council may request an item be removed from the Consent Calendar and it will be considered separately.

B-1 Minutes – July 31, 2019 and August 7, 2019

B-2 Informational Report on Register of Audited Demands (Report by Susan O'Haro)

B-3 Informational Report on Personnel Activity (Report by Wendy Silva)

B-4 Consideration of a Resolution Accepting a Grant Award for $110,000 from the State of California Office of Traffic Safety and Amending the FY 2019/20 Budget (Report by Dino Lawson)

B-5 Consideration of a Resolution of the City Council of the City of Madera, Approving a Triennial Disadvantaged Business Enterprise (DBE) Goal of 10 percent for Federal Transit Administration (FTA) Funded Projects (Report by Keith Helmuth)

B-6 Consideration of a Resolution Accepting a Street Easement Deed, Offered by Joseph Crown Construction and Development, Inc., at the North West Corner of Sunrise Avenue and Tozer Street, and Authorizing the City Clerk to Execute and Cause to Be Recorded, a Certificate of Acceptance (Report by Keith Helmuth)

B-7 Consideration of a Resolution Approving an Agreement with the California Department of Transportation (Caltrans) for the Positive Location of Underground Utilities Along State Route 145 from Pecan Avenue to 6th Street and Authorizing the City Engineer to Approve and Execute Future Positive Location of Underground Utilities Agreements (Report by Keith Helmuth)

B-8 Consideration of a Resolution Approving Funding Amendment Appropriating $176,334 to the City of Madera Fiscal Year 2019/20 Capital Projects Budget for the Construction of Sunset Ave Sidewalk and Safety Improvements Pine Street to Double Tree Way, Federal Project No. HSIPL – 5157 (111), City Project No. R-66 (RE-BID) (Report by Keith Helmuth)

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

C-1 Public Hearing and Update on the Status of the Groundwater Sustainability Plan (GSP) (Report by Keith Helmuth)

C-2 Consideration of Initiation of Annexation into CFD No. 2005-01: (Report by Chris Boyle)

(1) A Resolution Adopting a Boundary Map Showing the Territory Proposed for Annexation to City of Madera Community Facilities District No. 2005- 01 and;

(2) A Resolution Declaring the City's Intention to Authorize the Annexation of Territory into City of Madera Community Facilities District No. 2005-01.

C-3 Consideration of a Resolution Approving Award of Agreement for Financial Audit Services to the Pun Group. The Agreement is for three years, with two potential one-year extensions, and ranges between $72,000 to $76,385 per year (Report by Susan O'Haro)

C-4 Consideration of Resolution approving reallocation of 2019/2020 Community Development Block Grant (CDBG) funds and;

Consideration of a Resolution approving a 2019/2020 CDBG Agreement for Services with the Community Action Partnership of Madera County (CAPMC) in the amount of $18,000 (Report by Ivette Iraheta)

C-5 Consideration of a Minute Order Approving the City of Madera Response to Madera County Grand Jury Final Report 1819-04: "The City of Madera Veiled Transparency" (Report by Arnoldo Rodriguez)

C-6 Consideration of a Resolution approving a contract for $4,000 per month with the CrisCom Company for Grant Research and Writing Services, as well as Governmental Affairs Consulting Services in connection with the City of Madera Police Department. This would not exceed $40,000 for the first year (10 months) and $48,000 for each additional year until end of contract. (Report by Dino Lawson)

D. WRITTEN COMMUNICATIONS

There are no reports for this section.

E. ADMINISTRATIVE REPORTS

There are no reports for this section.

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS

This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items., and (iv) to take action on matters initiated under this section of the agenda. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action.

F-1 Consider Prioritization of Pending Council Workshops and Direction to Staff - Mayor Medellin

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

G-2 Conference with Legal Counsel - Existing Litigation pursuant to Government Code §54956.9(d)(1): 2 cases:
Marvin Fortner WCAB No. ADJ 8269630 & ADJ 8269726

G-3 Closed Session Report – City Attorney

- 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.

I, Alicia Gonzales, 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 September 4, 2019, near the front entrances of City Hall and on the City's website www.madera.gov at 5:00 p.m. on August 30, 2019.

Alicia Gonzales

Alicia Gonzales, City Clerk

RETURN TO AGENDA

Madera City Council Agenda 09/04/19
Agenda Item A-1

Madera County
Economic Development Commission
Quarterly Update

Please see attached report received from the Madera County Economic Development Commission.

Presentation only.

Quarterly Report of Activities

Julie Herd, Manager of Business Development & Marketing
Madera County Economic Development Commission

Active projects with Madera sites - Total 30

Client	Birthday	Industry	Site Requirements	Source
2019				
1931	8/13/2019	Industrial	Expansion on current site	PG&E
1930	8/2/2019	Commercial/Office		MCEDC
1924	7/8/2019	Seafood Wholesaler	5,000 sq. ft.	MCEDC
1918	6/7/2019	Biomass/Renewable Energy	20-70 acres	GO-BIZ
1917	5/22/2019	Commercial	None	MCEDC
1916	5/23/2019	Recycling	15,000 sq. ft.	MCEDC
1915	5/8/2019	Commercial	3,000 sq. ft.	MCEDC
1913	4/11/2019	Renewable Energy	15-20 acres	CALED
1912	4/5/2019	Renewable Energy	10 acres	MCEDC
1910	3/26/2019	Developer	No Requirements	MCEDC
1909	3/25/2019	Commercial	1,800 sq. ft.	MCEDC
1907	3/7/2019	Warehouse	500,000 sq. ft.	CCVEDC
1904	2/14/2019	Manufacturing	200,000 sq. ft.	CCVEDC
1903	2/19/2019	Manufacturing	12,000 sq. ft.	MCEDC
1902	1/16/2018	Manufacturing	100,000 sq. ft.	MCEDC
1901	1/16/2019	Biomass	2-5 acres	GO-Biz
2018				
1839	11/5/2018	Food Processor	40-60 aces- 300,000-400,000 SF	MCEDC
1836	10/11/2018	Non-Profit	5,000 SF	MCEDC
1834	9/20/2018	Warehouse		CCVEDC
1833	9/13/2018	Warehouse	200,000 SF	MCEDC
1826	8/17/2018	Warehouse	234,000 SF	MCEDC
1827	8/7/2018	Manufacturing	12,500 SF	MCEDC
1823	7/23/2018	Industrial- Project Hydrogen	30-60 acres/ 31,000-50,000 SF	GO-BIZ
1821	6/11/2018	WH/ Distribution		CCVEDC
1816	5/1/2018	Food Processing	40,000	CCVEDC

Client	Birthday	Industry	Site Requirements	Source
1812	3/31/2018	Mfg. & Dist.	5-7 acres/ 50,000 SF	CCVEDC
1811	3/29/2018	Recycler	4-6 acres/100,000 SF	CCVEDC
1808	3/7/2018	Distribution Center	800,000	CCVEDC
2015				
1508	4/24/2015	Ind./recycling	5,000-15,000 sq. ft.	MCEDC
2010				
1003	3/26/2010	Manufacturing	50,000-60,000 sq. ft.	MCEDC

TRADESHOWS

Date	Show	Place	# Meetings/Leads	# Contacts	Staff
August 8, 2019	SIOR Nor Cal Chapter Meeting	Truckee, CA	1 Meeting	3	BK
June 17-19, 2019	ICSC Tradeshow	Los Angeles, CA	Upcoming	Upcoming	BK
June 10-12, 2019	Select USA Investment Summit	Washington, D.C.	8 Meetings/ 3 Leads	10	BK

MEMBERSHIPS

California Central Valley Economic Development Corp.

Madera County Spotlight

Madera County was featured in a nationwide marketing campaign: California County Spotlight, Madera County. The campaign, "300 Miles of Opportunity" is a joint venture of the California Central Valley EDC and the Central California Workforce Collaborative and collectively features the 8 counties of the Central Valley and highlights their Opportunity Zones, Workforce and Sites Available.

Date	Place	Type	# of Contacts	Meetings/ # of Brokers	# Leads	Staff
Board Meeting						
August 15, 2019	Conference Call	Meeting	CCVEDC Board	Board Meeting for CCVEDC	N/A	BK
July 19, 2019	Fresno, CA	Meeting	CCVEDC Board	Board Meeting for CCVEDC	N/A	BK
Missions						
June 17-21, 2019	Atlanta, GA	Broker		11 Meetings/ 14 Brokers	2 Leads	BK

CHAMBERS

Date	Event/Activity	Staff
Madera		
August 15, 2019	Lifetime Achievement Awards Dinner	BK, JH
August 6, 2019	Tourism Alliance Meeting- Pomegranate Festival Planning	JH
July 2, 2019	Tourism Alliance Meeting- Pomegranate Festival Planning	JH
June 4, 2019	Tourism Alliance Meeting- Pomegranate Festival Planning	JH
Chowchilla		
August 13, 2019	Met with Stacy for a Chamber update	JH
June 25, 2019	Bobby was a speaker at the Chamber Membership event	BK

MCEDC COMMITTEES

Date	Activity	Attendance	Staff
Eastern Madera County Chamber Alliance			
August 28, 2019	Meeting with Alliance members		BK
July 24, 2019	Discussed Business District	8	BK
June 26, 2019	Discussed creating an Eastern Madera Co. Chamber and Business District	6	BK
Greater Madera County Industrial Association			
June12, 2019	Sup. Robert Poythress- County Update		LL
Wye Madera County			
August 2, 2019	Attended Meeting	15	BK
July 19, 2019	Attended Meeting	15	BK
June 14, 2019	Continued discussion on prepared letter	15	LL
Comprehensive Economic Development Strategy (CEDS)			
July 10, 2019		Commissioner Board	BK

AFFILIATIONS

Date	Event/Activity	Staff
Madera County Workforce Investment Board		
August 14, 2019	Business Committee Meeting, MCEDC presentation on our services was given at the meeting	JH
KFSN Channel 30		
July 10, 2019	Recommended stories & events	JH

MCEDC EVENTS

Date	Type	Place	Speakers	Event Partner	# Attendees
July 1, 2019	Groundbreaking- TranPak	Freedom Industrial Park	King Husein, Bobby Kahn, Brett Frazier, Robert Poythress, Andy Medellin, Christian Ueland	Span Construction	75
June 27, 2019	Tour	Nemat Inc.	Mike Nemat, Bobby Kahn& Debi Bray	Madera Chamber of Commerce	30

PUBLICATIONS

Date	Title	Action	Action Date
8/27/2019	Available Sites Directory- Chowchilla	Distributed to Chowchilla Council Members	8/27/2019
8/23/2019	Real Estate Update	Will be mailed out to our Broker List	TBD

ELECTRONIC MARKETING

Website

Date	Entrances	Pageviews	Content Requests
August 2019			Final Approach Business Center, Massetti appliance store& Coarsegold Chamber Calendar request- 3 events
July 2019	859	1,566	Photo edit for Global Modular listing, Madera Rd. 26- Ethan Smith & Press Release for Bill Pitman
June 2019	927	1,641	Veterans Golf Tournament- Beau Miracle, 4th of July Golf tournament, Chowchilla Property listing for Global Modular & Calendar request from Trisha Minter for Coarsegold craft fair

Blog

Date	Title	Pageviews
July 2019	Cutting Edge Company Creates Opportunity Zone Fund	167
June 2019	TranPak Groundbreaking in Madera	32

Direct Email- E-Biz

Date/Title	Opens	Clicks	Number of Emails & Lists
August 7, 2019	28.3 %	17%	1064- MCEDC & Broker List
July 3, 2019	29.7%	14.9%	1058- MCEDC & Broker List
June 6, 2019	32.5%	23.8%	1057- MCEDC & Broker List

Email Blast			
June 28, 2019- TranPak Ground Breaking	34.9%	7.4%	741- MCEDC List
June 25, 2019- TranPak Ground Breaking	39.1%	5.8%	741- MCEDC List
June 19, 2019- County Spotlight	22.8%	4.8%	400- Broker List
June 11, 2019- County Spotlight	38.7%	13.6%	741 – MCEDC List
Facebook			
Month	**Number of Likes (fans)**	**Reach**	**Number of posts**
July 2019	829	16,667	27
June 2019	769	4,867	17
Twitter			
Month	**Number of Followers**	**Impressions**	**Number of tweets**
July 2019	495	4,992	11
June 2019	488	5,146	11
Linked In			
Month	**Followers**	**Impressions**	**Updates**
July 2019	119	985	7
June 2019	112	571	10
Pinterest			
Month	**Followers**	**Impressions**	**Pins**
July 2019	140	6,128	1,120
June 2019	138	5,036	1,118

TRAINING/CONFERENCE

Date	Place	Conference/Activity	Notes	Staff
July 31, 2019	Madera, CA	Active Shooter Training	Madera PD hosted an active shooter training	JH
June 18, 2019	Fresno, CA	Final Cut Training	CMAC training in Fresno for Mac Final Cut Pro- Video editing software	JH

CALENDAR

Title & Date	Activity	Attendance	Notes	Place	Staff
MEETING August 23, 2019	Meeting with Broker	2	Discussed the potential development of a Madera site.	Madera	BK
MEETING/CALL August 23, 2019	Met with Anna Caballero's Office	2	Discussed Opportunity Zone Tax Laws and Bobby wrote a letter stating that the State needs to be inclusive with their incentives to all projects and industry vital to the San Joaquin Valley	Madera	BK
EVENT August 21, 2019	Madera Community Hospital Health Forum	8	Madera Community Hospital's Health Forum, Speaker was Dr. Javaid speaking on Sleep Disorders.	Madera	JH
EVENT August 17, 2019	Volunteered to help make event decorations for the Hospital on the weekend	8	Sherrie Bakke needed volunteers to help make decorations for the hospital's next fundraiser. Julie and her kids volunteered.	Madera	JH
MEETING August 5, 2019	Meeting with Ed Kashian	2	Bobby and Mr. Kashian discussed Madera Sites	Madera	BK
MEETING July 30, 2019	Met with Bill Pitman and Channel 30, Amanda Venegas	6	Amanda met us at Bill's processing facility to do a news story on his Opportunity Zone Fund	Madera, Heart Ridge Farms	BK, JH
MEETING July 29, 2019	RHA- Energy Watch	2	Christian met with Bobby to give him an update on the Energy Watch program	Madera	BK
EVENT July 19, 2019	MCTC & Caltrans Groundbreaking	150	MCTC hosted a Groundbreaking ceremony for the Highway 99 Widening Project	Madera	JH
EVENT July 17, 2019	Ribbon Cutting at Pan-Am Park, Madera	150	John Scarborough with Madera Parks hosted a ribbon cutting for a new play structure at Pan-Am Park	Madera	JH
MEETING July 11, 2019	Meeting with Madera Council Members	4	Meeting to discuss MCEDC and City of Madera Partnership and activities	Fresno	BK
MEETING July 9, 2019	Chowchilla Department Head Meeting		Monthly meeting with Department Heads	Chowchilla	BK
MEETING July 9, 2019	Meeting with Chowchilla Councilwoman, Palmer	2	Update on Chowchilla projects	Chowchilla	BK
MEETING July 3, 2019	Meeting with Oliver Baines	2	Meeting with Oliver Baines to discuss New Market Tax Credits	Fresno	BK
EVENT July 10, 2019	Housing Grant Reception with City of Madera	75	Attended event, MCEDC wrote a letter of support for the project.	Madera	JH
MEETING June 27, 2019	Met with Leann Gouveia, CA Dept. of Tax and Fee Administration	3	Leann met with our office to discuss incentive programs and small business assistance.	Madera	JH, LL
VISIT June 25, 2019	Chowchilla City Council MCEDC Update		Bobby updated the council on MCEDC activities	Chowchilla	BK

MEETING June 24, 2019	Meeting with Councilman Santos Garcia	2	Bobby met with Councilman Santos Garcia to discuss MCEDC's Small Business Loan Program	Madera	BK
EVENT June 19, 2019	Madera Community Hospital Health Forum	15	Madera Community Hospital's Health Forum, Speaker was Director of Emergency Services, Dr. French	Madera	JH
EVENT June 18, 2019	Valley Children's Hospital Press Conference	200	Valley Children's Hospital announced their 5 national rankings	County	JH
MEETING June 5, 2019	Madera City Council MCEDC Update		Bobby updated the council on MCEDC activities	Madera	BK
MEETING June 4, 2019	Chowchilla Department Head Meeting		Monthly Meeting with Department heads	Chowchilla	BK

RETURN TO AGENDA

Item:	B-1
Minutes for:	07/31/19
Adopted:	09/04/19

MINUTES OF A SPECIAL MEETING OF THE MADERA CITY COUNCIL

July 31, 2019 **Council Chambers**
6:00 p.m. **City Hall**

CALL TO ORDER – The meeting was called to order at 6:00 p.m.

ROLL CALL:

Present: **Mayor Andrew J. Medellin**
Mayor Pro Tem Steve Montes, District 3
Council Member Cece Foley Gallegos, District 1
Council Member Jose Rodriguez, District 2. Arrived after roll call at 6:02 p.m.
Council Member Derek O. Robinson Sr., District 4
Council Member Santos Garcia, District 5
Council Member Donald E. Holley, District 6. Arrived after roll call at 6:06 p.m.

Absent: **None.**

Others present were City Manager Arnoldo Rodriguez, Interim City Attorney Hilda Cantu Montoy, Interim City Clerk Claudia Mendoza, Assistant Fire Chief Matt Watson, Engineering Project Manager Frank Holguin Housing Authority Executive Director Linda Shaw, and Housing Authority Executive Secretary Alicia Gonzales.

INVOCATION: Council Member Robinson

PLEDGE OF ALLEGIANCE: Mayor Medellin

APPROVAL OF AGENDA

ON MOTION BY COUNCIL MEMBER MONTES AND SECONDED BY COUNCIL MEMBER GALLEGOS, THE AGENDA WAS APPROVED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

WORKSHOP

Governance Workshop: The City Council will hold a workshop on governance.

Consultant Ron Manfredi presented Governance Workshop.

ADJOURNMENT – The meeting was adjourned at 8:12 p.m. Next regular meeting August 7, 2019

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

ALICIA GONZALES, City Clerk

ANDREW J. MEDELLIN, Mayor

Prepared by:
Claudia Mendoza, Deputy City Clerk

RETURN TO AGENDA

Item:	B-1
Minutes for:	08/07/19
Adopted:	09/04/19

MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL AND SPECIAL MEETING OF THE MADERA CITY COUNCIL AS THE GROUNDWATER SUSTAINABILITY AGENCY

August 7, 2019 **Council Chambers**
6:00 p.m. **City Hall**

CALL TO ORDER – The meeting was called to order at 6:00 p.m.

ROLL CALL:

Present: **Mayor Andrew J. Medellin**
Mayor Pro Tem Steve Montes, District 3
Council Member Cece Foley Gallegos, District 1
Council Member Jose Rodriguez, District 2
Council Member Derek O. Robinson Sr., District 4
Council Member Santos Garcia, District 5
Council Member Donald E. Holley, District 6

Absent: **None.**

Others present were City Manager Arnoldo Rodriguez, Interim City Attorney Hilda Montoy Cantu, Interim City Clerk Claudia Mendoza, Chief of Police Dino Lawson, Assistant Fire Chief Matt Watson, Interim Finance Director Susan O'Haro, City Engineer Keith Helmuth, Chief Building Official Steve Woodworth, Information Services Manager Mark Souders, Parks and Public Works Operations Director John Scarborough, Grant Administrator Ivette Iraheta, Commander Gino Chiaramonte, Director of Human Resources Wendy Silva, Police Sergeant Tom Burns, Police Officer Robert Hill, Police Sergeant Felix Gonzales, Police Clerk Tara Maggiore, Police Clerk Melba Rangel, Police Property and Evidence Officer Karen Burns, Police Property and Evidence Officer Paige Gacayan, and Police Corporal Brent Cederquist.

INVOCATION: Pastor Roger Leach, Valley West Christian Center

PLEDGE OF ALLEGIANCE: Mayor Medellin

APPROVAL OF AGENDA

ON MOTION BY COUNCIL MEMBER RODRIGUEZ AND SECONDED BY COUNCIL MEMBER GALLEGOS, THE AGENDA WAS APPROVED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

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, but are not required, 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.

Brent Cederquist President of Madera Police Officer's Association stated he is proud to be a part of Madera Police Department. They are dedicated, experienced, and well trained. There are positive changes going on in Madera. If Madera Police Department, community members, and the City Council work together they will continue to grow.

Khalid Chaudry expressed his disappointment with the Governance Workshop on July 31, 2019.

No other comments given.

Mayor Medellin recessed the Regular Meeting of the Madera City Council and Special Meeting of Madera City Council as the Groundwater Sustainability Agency at 6:10 p.m. and he handed the meeting over to Chairperson Gallegos to open the Special Meeting of the Housing Authority.

Housing Authority Chairperson Gallegos opened the Special Meeting of the Housing Authority of the City of Madera, calling for items as listed on the agenda. The Housing Authority meeting was adjourned at 6:22 p.m.

Mayor Medellin reconvened the Regular Meeting of the Madera City Council and Special Meeting of Madera City Council as the Groundwater Sustainability Agency at 6:23 p.m.

PRESENTATIONS

1. Road to 2020 Census (Presentation by Leticia Medina, Partnership Specialist for the US Census Bureau)

Leticia Medina with the US Census Bureau presented report.

INTRODUCTIONS: None.

A. WORKSHOP

A-1 City Energy Program and Development Update at City Facilities in Partnership with ENGIE

Ashu Jain with ENGIE Services presented report.

B. CONSENT CALENDAR

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of

the public or a member of the Council may request an item be removed from the Consent Calendar and it will be considered separately.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE CONSENT CALENDAR, WAS ADOPTED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

B-1 Minutes – 06/26/2019

B-2 Informational Report on Register of Audited Demands (Report by Susan O'Haro)

B-3 Water Conservation Report for June 17, 2019 through July 21, 2019 (Report by John Scarborough)

B-4 Informational Report on Personnel Activity (Report by Wendy Silva)

B-5 Consideration of a Minute Order Confirming a Request for Restitution to Madera County Probation Department in the Amount of $12,266 for Costs Associated with Graffiti Removal (Report by Wendy Silva)

B-6 Consideration of a Minute Order Rejecting a Claim Filed by Robert Gonzalez (Report by Wendy Silva)

B-7 Consideration of a Resolution Approving Written Request by the Madera Sunrise Rotary Club 587 Seeking Council Approval to Cover Cost of Police and Public Works Fees of $2,823.00 in Conjunction with the Old Timers' Day Parade Scheduled to be Held on September 28, 2019 (Report by Dino Lawson)

RES. NO. 19-116 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA WAIVING THE FEES TO COVER COSTS OF POLICE, PUBLIC WORKS, AND PARK FEES RELATING TO OLD TIMERS PARADE FOR MADERA SUNRISE ROTARY CLUB 587 IN THE AMOUNT OF $2,823.00**

B-8 Consideration of a Minute Order Authorizing Submittal of the Parade Entry Form and Authorizing the Mayor to Sign the Hold Harmless Agreement for Council Participation in the Old Timers' Day Parade Scheduled for September 28, 2019 (Report by Claudia Mendoza)

B-9 Consideration of a Resolution Approving an Aerial to Underground Conversion Agreement with Pacific Bell Telephone Company, DBA AT&T California, for the Olive Avenue Widening Project and Authorizing Payment for Estimated Costs in the Amount of $107,999.56 (Report by Keith Helmuth)

RES. NO. 19-117 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AERIAL TO UNDERGROUND CONVERSION AGREEMENT WITH PACIFIC BELL TELEPHONE COMPANY OBA AT&T CALIFORNIA FOR THE OLIVE AVENUE WIDENING PROJECT AND AUTHORIZING PAYMENT FOR ESTIMATED COSTS IN THE AMOUNT OF $107.999.56**

B-10 Consideration of a Resolution Approving the Master Agreement Between the Madera County Transportation Commission and the City of Madera for the Fiscal Year 2018-2019 Allocation of Regional Surface Transportation Program Exchange Funding in the Amount of $797,111 (Report by Keith Helmuth)

RES. NO. 19-118 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE MASTER AGREEMENT BETWEEN THE MADERA COUNTY TRANSPORTATION COMMISSION AND THE CITY OF MADERA FOR THE FISCAL YEAR 2018/2019 ALLOCATION OF REGIONAL SURFACE TRANSPORTATION PROGRAM EXCHANGE FUNDING

B-11 Consideration of a Resolution Approving an Agreement with Municipal Solutions, LLC, for Interim Professional Management Services and Authorizing the City Manager to Execute Interim Assignment Exhibits As Needed for Individual Engagements (Report by Wendy Silva)

RES. NO. 19-119 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AGREEMENT WITH MUNICIPAL SOLUTIONS, LLC, FOR INTERIM PROFESSIONAL MANAGEMENT SERVICES, AUTHORIZING THE CITY MANAGER TO EXECUTE INTERIM ASSIGNMENT EXHIBITS AS NEEDED FOR INDIVIDUAL ENGAGEMENTS, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

B-12 Consideration of the Block Grant Commission (BGC) Revised Allocations and Adoption of Resolutions Approving 2019/2020 Community Development Block Grant (CDBG) Action Plan Agreements with Subrecipients for Services, Totaling $663,004, as Follows:

A. The Madera Rescue Mission to Provide Services to Homeless Persons ($30,000)

RES. NO. 19-120 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2019/2020 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES ($30,000) WITH THE MADERA RESCUE MISSION

B. Big Brothers Big Sisters of Central California for the High School Bigs Program ($10,000) (Report by Ivette Iraheta)

RES. NO. 19-121 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2019/2020 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES ($10,000) WITH BIG BROTHERS BIG SISTERS OF CENTRAL CALIFORNIA FOR THE HIGH SCHOOL BIGS PROGRAM

C. Doors of Hope to Provide Services for Pregnancy Care Center to Provide Counseling and Parent Education ($10,000)

RES. NO. 19-122 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2019/2020 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES ($10,000) WITH DOORS OF HOPE

D. Pequeños Empresarios to Provide Early Childhood Mentoring in Work, Life, Nutrition, Finance and Environmental Awareness ($10,000)

RES. NO. 19-123 **A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2019/2020 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES ($10,000) WITH PEQUENOS EMPRESARIOS**

E. Habitat for Humanity to Provide Low- to Moderate-Income Owner-Occupied Residential Rehabilitation ($181,500)

RES. NO. 19-124 **A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2019/2020 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES ($181,500) WITH HABITAT FOR HUMANITY GREATER FRESNO AREA**

F. The City of Madera Engineering Department to Provide Sidewalk Improvements on Lilly Street and Vineyard Avenue ($103,615)

RES. NO. 19-125 **A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2019/2020 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES ($103,615) WITH THE CITY OF MADERA ENGINEERING DEPARTMENT**

G. The City of Madera Engineering Department to Provide Sidewalk Improvements on Maple Street, Stadium Road, Monterey Street and Santa Cruz Street ($317,889)

RES. NO. 19-126 **A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2019/2020 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES ($317,889) WITH THE CITY OF MADERA ENGINEERING DEPARTMENT**

B-13 Consideration of a Resolution Approving Fiscal Year 2018/2019 Budget Amendments in the Transportation Budgets as follows: (Report by Ivette Iraheta)

A. Increase Dial-a-Ride Contracted Services Appropriation by $50,000, to Cover Costs Associated with Operations of the Dial-A-Ride Services

B. Increase Fixed Route Contracted Services Appropriations by $100,000 to Cover Costs Associated with Providing Fixed-Route Services Including Expansion to Madera Community College Center

RES. NO. 19-127 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING FISCAL YEAR 2018/2019 BUDGET AMENDMENTS IN THE TRANSPORTATION BUDGETS: DIAL-A-RIDE AND FIXED ROUTE BUDGETS TO FULFILL TRANSIT OPERATIONS EXPENDITURES**

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

C-1 Public Hearing and Consideration of a Resolution Adopting the 2018 Madera County Integrated Regional Water Management Plan (IRWMP) Proposition 1 Update (Report by Keith Helmuth)

City Engineer Keith Helmuth presented report.

ON MOTION BY COUNCIL MEMBER MONTES, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-1, RES NO. 19-128, WAS ADOPTED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES. NO. 19-128 **A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ADOPTING THE 2018 MADERA INTEGRATED REGIONAL WATER MANAGEMENT PLAN PROPOSITION 1 UPDATE**

C-2 Consideration of a Resolution Approving the Award for Sunset Ave Sidewalk and Safety Improvements Pine Street to Double Tree Way, Federal Project No. HSIPL – 5157 (111), City Project No. R-66 (RE-BID), in the Amount of $408,341.05 to Clean Cut Landscape, Inc., and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

City Engineer Keith Helmuth presented report.

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-2, RES NO. 19-129, WAS ADOPTED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES. NO. 19-129 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE AWARD FOR SUNSET AVE SIDEWALK AND SAFETY IMPROVEMENTS PINE STREET TO DOUBLE TREE WAY, FEDERAL PROJECT NO. HSIPL – 5157 (111), CITY PROJECT NO. R-66 (RE-BID), IN THE AMOUNT OF $408,341.05 TO CLEAN CUT LANDSCAPE, INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

C-3 Consideration of a Resolution Approving an At-Will Employment Agreement with Alicia Gonzales to Serve as City Clerk of the City of Madera (Report by Wendy Silva)

Director of Human Resources Wendy Silva presented report.

ON MOTION BY COUNCIL MEMBER MONTES, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, ITEM C-3, RES NO. 19-130, WAS ADOPTED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES. NO. 19-130 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AT-WILL EMPLOYMENT AGREEMENT WITH ALICIA GONZALES TO SERVE AS CITY OF MADERA CITY CLERK AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

D. **WRITTEN COMMUNICATIONS:** None.

E. **ADMINISTRATIVE REPORTS:** None.

F. **COUNCIL REPORTS**

Council Member Garcia stated he has volunteered as a resident of Madera to participate in the Census. Participation is very important to in making ourselves count.

Council Member Garcia also reported he participated in the National Night Out event.

Council Member Holley reported it is his seventh year he has attended National Night Out.

Council Member Holley also reported he and the Mayor attended the banquet that South East Garden Club held last weekend. The Mayor represented the City well.

Council Member Holley mentioned his church will hold a service at McNally Park on Sunday August 18th. Service will begin at 10:00 a.m.

Council Member Rodriguez thanked Madera Police Department, Code Enforcement, and all staff for participating in National Night Out. It was a great event.

Council Member Rodriguez added it is important to start looking into energy. He would like the CCA to be brought back to the council as a future item for discussion. Mayor Medellin agreed and stated we need to prioritize what workshops are presented to the council.

Mayor Pro-Tem Montes thanked everyone who participated in the National Night Out event.

Mayor Medellin thanked everyone involved with National Night Out. It was a fantastic evening. There were about 30 neighborhoods around the City that participated. Kids and families love Madera Police Department. However, due to the heat, we are considering moving next year's event to October.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

Council adjourned to Closed Session at 7:37 p.m.

G-2 Conference with Labor Negotiators pursuant to Government Code §54957.6
Agency Designated Representatives: Arnoldo Rodriguez, Wendy Silva, & Che Johnson

Employee Organizations: General Bargaining Unit
Madera Police Officers' Association
Mid-Management Employee Group
Law Enforcement Mid-Management Group

G-3 Conference with Legal Counsel – Existing Litigation. Subdivision (d)(1) of Government Code §54956.9
One Case: Frank Loduca v. City of Madera

G-4 Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation Pursuant to Government Code §54956.9(d)(2)
One Case

G-5 Conference with Real Property Negotiators-Pursuant to Government Code § 54956.8

Property:	1 Parcel
City of Madera:	APN: 012-043-003
Agency Negotiators:	Keith Helmuth, Christian Bach
Negotiating Party:	Gus' Food Locker, A Partnership of Augustine Sambueso, Jr and Donald Sambueso
Under Negotiations:	Price and Terms

G-6 Closed Session Report – City Attorney

Council Member Holley left at 10:38 p.m.

Mayor Medellin, Council Members Montes, Gallegos, Rodriguez, Robinson, and Garcia returned from closed session at 10:43 p.m.

Interim City Attorney reported that City Council confirmed a prior approval of a settlement in the amount of $7,500.00 to Plaintiff Frank Loduca. No other reportable action was taken.

ADJOURNMENT – The meeting was adjourned at 10:44 p.m. Next regular meeting August 21, 2019

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

ALICIA GONZALES, City Clerk

ANDREW J. MEDELLIN, Mayor

Prepared by:
Claudia Mendoza, Deputy City Clerk

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Department Director

City Manager

Council Meeting of: September 4, 2019

Agenda Number: B-2

SUBJECT:
Informational Report on Register of Audited Demands

RECOMMENDATION:
Review Register of Audited Demands Report for August 10, 2019 to August 23, 2019.

SUMMARY: The Register of Audited Demands for the City of Madera covering obligations paid during the period of August 10, 2019 to August 23, 2019 is contained in the attachment.

Table 1: *Warrant Distribution Summary*		
Description	*Check #'s*	*Amount*
General Warrant	23018 - 23264	$2,427,398.57

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	Union Bank	$1,242,492.86
SDI	EDD	$4,363.76
CalPERS Payment	CalPERS	$120,590.81

DISCUSSION: Warrant requests are processed weekly based on the adopted Fiscal Year 2018/2019 and 2019/2020 budgets and released for payment every Friday. Each demand has been audited and the Interim Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per the request of City Council, we have included the departments from which each of the respective warrants were requested as well as the fund/division description from which they were paid.

FINANCIAL IMPACT: Demands for payments are made within the constraints of the approved 2018/2019 and 2019/2020 budgets.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: These expenditures were spent considering Strategy 115: Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

ALTERNATIVES: Informational only.

ATTACHMENTS: Register of Audited Demands

CITY OF MADERA

REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT

September 4, 2019

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
23018	08/13/2019	FINANCE	PAYROLL TAX	ADMINISTRATIVE SOLUTIONS INC.	MEDICAL & CHILD CARE EXPENSE	1,035.45
23019	08/13/2019	FINANCE	PAYROLL TAX	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	1,842.88
23020	08/13/2019	FINANCE	WATER CONS	CITY OF MADERA	TOILET REBATE	159.00
23021	08/13/2019	FINANCE	WATER CONS	CITY OF MADERA	MULCH REBATE	175.00
23022	08/13/2019	FINANCE	WATER CONS	CITY OF MADERA	WASHER REBATE	200.00
23023	08/13/2019	FINANCE	WATER CONS	CITY OF MADERA	TOILET REBATE	318.00
23024	08/13/2019	FINANCE	WATER CONS	CITY OF MADERA	TOILET REBATE	318.00
23025	08/13/2019	FINANCE	WATER CONS	CITY OF MADERA	TOILET REBATE	318.00
23026	08/13/2019	ENGINEERING	MEASURE K - FIRE	CITY OF MADERA	FIRE PERMIT APPLICATION	961.16
23027	08/13/2019	FINANCE	PAYROLL TAX	COLONIAL LIFE & ACCIDENT INS CO	EMPLOYEE LIFE INSURANCE	1,081.34
23028	08/13/2019	FINANCE	PAYROLL TAX	COURT ORDERED DEBT COLLECTIONS	COURT ORDERED DEBT COLLECTION	66.17
23029	08/13/2019	FINANCE	PAYROLL TAX	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBS	8,528.21
23030	08/13/2019	FINANCE	PAYROLL TAX	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBS	3,533.28
23031	08/13/2019	FINANCE	PAYROLL TAX	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS	150.00
23032	08/13/2019	FINANCE	PAYROLL TAX	VANTAGEPOINT TRANSFER AGENTS-457	DEFERRED COMP CONTRIBS	22,931.07
23033	08/15/2019	FLEET	LTF - TRANSIT	A-Z BUS SALES, INC.	26 FT ARBOC LOW FLOOR BUS	495,476.70
23034	08/15/2019	ENGINEERING	MEAS T - ADA COMP	CAMARILLO, EDILBERTO	RIGHT-OF-WAY ACQUISITION	3,250.00
23035	08/15/2019	ENGINEERING	MEAS T - ADA COMP	CANTU, ANGELINA	RIGHT-OF-WAY ACQUISITION	3,380.00
23036	08/15/2019	ENGINEERING	MEAS T - ADA COMP	MAYER, PHILLIP M. AND CAROLINE P.	RIGHT-OF-WAY ACQUISITION	3,309.00
23037	08/15/2019	ENGINEERING	MEAS T - ADA COMP	ROBLEDO, SANTOS M.	RIGHT-OF-WAY ACQUISITION	3,250.00
23038	08/15/2019	ENGINEERING	MEAS T - ADA COMP	SALINA, BARTOLO	RIGHT-OF-WAY ACQUISITION	3,380.00
23039	08/15/2019	ENGINEERING	MEAS T - ADA COMP	SALINAS, MARY	RIGHT-OF-WAY ACQUISITION	3,250.00
23040	08/15/2019	PURCHASING	ENGINEERING	AMERICAN BUSINESS MACHINES	PLOTTER COPIER SERVICE	90.00
23041	08/15/2019	FINANCE	VARIOUS	AT&T	07/19 CALNET 3 SERVICE 9391031578	2,297.53
23042	08/15/2019	PD ADMIN	PD ADMIN	BOEHM, STEVEN	PER DIEM ADVANCE COPS WEST	198.00
23043	08/15/2019	WWTP	WWTP	CALIFORNIA BOILER INC.	TROUBLESHOOT DIGESTER BOILER	1,101.15
23044	08/15/2019	WWTP	WWTP	CALIFORNIA CLIMATE CONTROL	WWTP BREAKROOM MINI SPLIT	7,984.53
23045	08/15/2019	FACILITIES	FAC MAINT	DIVISION OF AERONAUTICS	SHARED EXPENSE	112.75
23046	08/15/2019	WWTP	WWTP	CA RURAL WATER ASSOCIATION	MEMBERSHIP RENEWAL	1,302.00
23047	08/15/2019	ENGINEERING	ENGINEERING	CA SURVEYING AND DRAFTING SUPPLY	WIDE FORMAT PAPER	63.58
23048	08/15/2019	UB/WATER	WATER CONS	CITY OF MADERA	SMART IRRIGATION REBATE	113.07
23049	08/15/2019	HR	RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICALS	515.00
23050	08/15/2019	PLANNING	PLANNING	COOK, DANIEL	PER DIEM 2019 CALBO TRAINING	99.00
23051	08/15/2019	UB/WATER	UB/GARBAGE	CORELOGIC INFORMATION SOLUTIONS	METROSCAN SERVICES	150.00
23052	08/15/2019	UB/WATER	FIXED ROUTE	DIEBERTS CREATIVE COPY INC	TRANSIT TICKETS	1,396.43
23053	08/15/2019	ENGINEERING	SEWER CAPITAL	CUSHMAN CONTRACTING CORP	WWTP REHAB PROJECT PMT #13	556,658.91
23054	08/15/2019	ENGINEERING	SEWER CAPITAL	FIRST REPUBLIC BANK	WWTP REHAB PROJECT PMT #13	29,297.83
23055	08/15/2019	UB/WATER	UB/GARBAGE	DATAPROSE, LLC	AUGUST 2019 NEWSLETTER	1,183.17
23056	08/15/2019	PARKS	PARKS	FEDERAL EXPRESS	SHIPPING SERVICES	6.63
23057	08/15/2019	RECREATION	SR CITIZEN COMM SVS	FERNANDEZ, PABLO	REIMBURSEMENT FOR CASTERS	44.46
23058	08/15/2019	PARKS	PARKS	GARLAND/ DBS, INC.	MILLVIEW ROOF	3,436.68

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
23059	08/15/2019	ENGINEERING	ENGINEERING	MADERA COUNTY RECORDERS OFFICE	RECORDING OF ENGINEERS REPORT	998.00
23060	08/15/2019	HR	RISK MGT	MADERA DOWNTOWN ASSOC.	2019 OLD TIMERS DAY PARADE	45.00
23061	08/15/2019	PURCHASING	PURCHASING	MADERA TRIBUNE	RFP ADVERTISEMENT	148.55
23062	08/15/2019	RECREATION	AQUATICS PROG	MAMMOTH OXYGEN	CO2 FOR POOL	304.18
23063	08/15/2019	WATER QUALITY	WATER CONS	BONILLA, DANIEL	TURF REPLACEMENT REBATE	2,000.00
23064	08/15/2019	WATER QUALITY	WATER CONS	GOMEZ, ROCIO	TURF REPLACEMENT REBATE	1,344.00
23065	08/15/2019	WATER QUALITY	WATER CONS	MURILLO, CECELIA	TURF REPLACEMENT REBATE	2,000.00
23066	08/15/2019	HOUSING PROG	CODE ENF	KELLY, DAVID AND DEBORAH	REFUND DUPLICATE PAYMENT	15.00
23067	08/15/2019	FINANCE	PD ADMIN	PACIFIC GAS & ELECTRIC	07/19 SERVICES 1715785853-5	70,237.55
23068	08/15/2019	RECREATION	GENERAL TRUST	CERVERA, GABRIELA	PARK DEPOSIT REFUND	50.00
23069	08/15/2019	RECREATION	GENERAL TRUST	DEL TORO, MONICA	FACILITY DEPOSIT REFUND	100.00
23070	08/15/2019	RECREATION	GENERAL TRUST	DURAN, COURTNEY	FACILITY DEPOSIT REFUND	100.00
23071	08/15/2019	RECREATION	GENERAL TRUST	GARCIA, SELINA	FACILITY DEPOSIT REFUND	100.00
23072	08/15/2019	RECREATION	GENERAL TRUST	GOVEA, BIBIANA	FACILITY DEPOSIT REFUND	100.00
23073	08/15/2019	RECREATION	AQUATICS PROG	GUTIERREZ, JESSICA	CLASS CANCELLATION REFUND	46.00
23074	08/15/2019	RECREATION	GENERAL TRUST	GUTIERREZ, MINDY	PARK DEPOSIT REFUND	50.00
23075	08/15/2019	RECREATION	GENERAL TRUST	LOPEZ, ROCIO	PARK DEPOSIT REFUND	50.00
23076	08/15/2019	RECREATION	GENERAL TRUST	MARTINEZ, SUZANNE	FACILITY DEPOSIT REFUND	100.00
23077	08/15/2019	RECREATION	GENERAL TRUST	MAVRIKIS, KAREN	FACILITY DEPOSIT REFUND	100.00
23078	08/15/2019	RECREATION	GENERAL TRUST	OROSCO, BELINA	FACILITY DEPOSIT REFUND	50.00
23079	08/15/2019	RECREATION	GENERAL TRUST	REYES, MAGDELENA	FACILITY DEPOSIT REFUND	500.00
23080	08/15/2019	RECREATION	GENERAL TRUST	RINCON, JOSE	FACILITY DEPOSIT REFUND	100.00
23081	08/15/2019	RECREATION	GENERAL TRUST	SALCIDO, RITA	PARK DEPOSIT REFUND	50.00
23082	08/15/2019	RECREATION	GENERAL TRUST	TOLER, MONICA	PARK DEPOSIT REFUND	50.00
23083	08/15/2019	RECREATION	GENERAL TRUST	VALLEY WEST CHRISTIAN CENTER	PARK DEPOSIT REFUND	50.00
23084	08/15/2019	RECREATION	GENERAL TRUST	WRIGHT, GRADY	PARK DEPOSIT REFUND	50.00
23085	08/15/2019	ENGINEERING	SEWER NEW REQ	TERRY ROLFE	SEWER MAIN INSTALLATIONS	335,235.93
23086	08/15/2019	CITY ADMIN	CITY ADMIN	RODRIGUEZ, ARNOLDO	MOVING EXPENSES	4,823.56
23087	08/15/2019	PD ADMIN	PD ADMIN	RON'S TOWING & ROAD SERVICE	TOWING SERVICES	250.00
23088	08/15/2019	ENGINEERING	FAU CMAQ	SEAL RITE PAVING	INSTALLS OF PEDESTRIAN FACILITIES	9,916.56
23089	08/15/2019	WWTP	SEWER CAPITAL	STANTEC CONSULTING SERVICES	WWTP PHASE 1 REHAB PROJECT	3,445.00
23090	08/15/2019	WWTP	WWTP	TERRAFORM POWER, LLC.	ELECTRIC UTILITIES	29,659.71
23091	08/15/2019	PW ADMIN	VARIOUS	TAMARACK PEST CONTROL	JULY PEST CONTROL SERVICE	485.00
23092	08/15/2019	FIRE	FIRE	TESEI PETROLEUM, INC.	FUEL	545.72
23093	08/15/2019	PD ADMIN	PD ADMIN	TRANSUNION RISK & ALTERNATIVE DATA	DATABASE ACCESS	202.00
23094	08/15/2019	UB/WATER	WATER FUND	ALVARADO CLAUDIA	UTILITY BILLING CREDIT REFUND	6.41
23095	08/15/2019	UB/WATER	WATER FUND	ALVARADO STEVE	UTILITY BILLING DEPOSIT REFUND	158.99
23096	08/15/2019	UB/WATER	WATER FUND	AVILA MARISELVA FOWLER BRIAN	UTILITY BILLING CREDIT REFUND	68.39
23097	08/15/2019	UB/WATER	WATER FUND	BARN GURMIT S OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	154.33
23098	08/15/2019	UB/WATER	WATER FUND	BECKETT RICKEY BECKETT BARBARA	UTILITY BILLING CREDIT REFUND	145.54
23099	08/15/2019	UB/WATER	WATER FUND	BERRY CONSTRUCTION	UTILITY BILLING DEPOSIT REFUND	3.61
23100	08/15/2019	UB/WATER	WATER FUND	BRAR HARVINDER KAUR	UTILITY BILLING CREDIT REFUND	110.82
23101	08/15/2019	RECREATION	GENERAL TRUST	CARD	PARK DEPOSIT REFUND	100.00
23102	08/15/2019	UB/WATER	WATER FUND	CARELLA ROBERT	UTILITY BILLING DEPOSIT REFUND	67.98

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
23103	08/15/2019	UB/WATER	WATER FUND	CAVALETTO JUDY	UTILITY BILLING CREDIT REFUND	194.51
23104	08/15/2019	UB/WATER	WATER FUND	CITY OF MADERA OR AGUILAR RICHARD J	UTILITY BILLING CREDIT REFUND	174.63
23105	08/15/2019	UB/WATER	WATER FUND	CITY OF MADERA OR CARRILLO ALBERTO	UTILITY BILLING CREDIT REFUND	154.91
23106	08/15/2019	UB/WATER	WATER FUND	CITY OR DAL CERRO LAWRENCE	UTILITY BILLING CREDIT REFUND	168.52
23107	08/15/2019	UB/WATER	WATER FUND	CITY OF MADERA OR MACIAS MARIDEE	UTILITY BILLING DEPOSIT REFUND	25.89
23108	08/15/2019	UB/WATER	WATER FUND	CITY OF MADERA OR MEDINA ERIKA	UTILITY BILLING CREDIT REFUND	155.06
23109	08/15/2019	UB/WATER	WATER FUND	CITY OF MADERA OR MUNOZ ANGELINA	UTILITY BILLING CREDIT REFUND	166.41
23110	08/15/2019	UB/WATER	WATER FUND	CORREA-PINEDA ROGELIA	UTILITY BILLING DEPOSIT REFUND	1.34
23111	08/15/2019	UB/WATER	WATER FUND	FLORES ENRIQUE	UTILITY BILLING CREDIT REFUND	99.50
23112	08/15/2019	UB/WATER	WATER FUND	FREEDOM MGT INC	UTILITY BILLING DEPOSIT REFUND	80.22
23113	08/15/2019	UB/WATER	WATER FUND	FURSTENBURG JEN PEREZ RAY OR CITY	UTILITY BILLING CREDIT REFUND	164.08
23114	08/15/2019	UB/WATER	WATER FUND	GARCIA MENDOZA MEGAN	UTILITY BILLING CREDIT REFUND	70.05
23115	08/15/2019	UB/WATER	WATER FUND	GL PEREZ INC	UTILITY BILLING CREDIT REFUND	295.84
23116	08/15/2019	UB/WATER	WATER FUND	GONZALEZ WENDY	UTILITY BILLING CREDIT REFUND	32.47
23117	08/15/2019	UB/WATER	WATER FUND	GONZALO I ARELLANES OR CITY	UTILITY BILLING CREDIT REFUND	191.47
23118	08/15/2019	UB/WATER	WATER FUND	HERNANDEZ ELVIA REINA OR CITY	UTILITY BILLING CREDIT REFUND	152.09
23119	08/15/2019	UB/WATER	WATER FUND	HERNANDEZ VERONICA	UTILITY BILLING CREDIT REFUND	13.19
23120	08/15/2019	UB/WATER	WATER FUND	HOGAN YVETTE	UTILITY BILLING CREDIT REFUND	167.34
23121	08/15/2019	UB/WATER	WATER FUND	INGRAM TED AND YOLANDA OR CITY	UTILITY BILLING CREDIT REFUND	154.47
23122	08/15/2019	UB/WATER	WATER FUND	JAIPAUL BHANO	UTILITY BILLING CREDIT REFUND	139.90
23123	08/15/2019	UB/WATER	WATER FUND	JENKINS ALICE D	UTILITY BILLING CREDIT REFUND	49.21
23124	08/15/2019	UB/WATER	WATER FUND	JUAREZ ALICE	UTILITY BILLING CREDIT REFUND	157.10
23125	08/15/2019	UB/WATER	WATER FUND	KLISTOFF IYANNA	UTILITY BILLING CREDIT REFUND	229.80
23126	08/15/2019	UB/WATER	WATER FUND	LEACH LAWRENCE	UTILITY BILLING CREDIT REFUND	129.59
23127	08/15/2019	UB/WATER	WATER FUND	LEGACY TERRA LLC	UTILITY BILLING CREDIT REFUND	161.31
23128	08/15/2019	UB/WATER	WATER FUND	LOPEZ ELIZABETH	UTILITY BILLING CREDIT REFUND	137.09
23129	08/15/2019	UB/WATER	WATER FUND	LOPEZ LISA	UTILITY BILLING CREDIT REFUND	115.63
23130	08/15/2019	UB/WATER	WATER FUND	LOPEZ-VALOIS NOELA	UTILITY BILLING CREDIT REFUND	57.55
23131	08/15/2019	UB/WATER	WATER FUND	LUNA VIDAL E LUNA ANNA M	UTILITY BILLING CREDIT REFUND	153.81
23132	08/15/2019	UB/WATER	WATER FUND	MACADANGDANG KURT OR CITY	UTILITY BILLING CREDIT REFUND	166.01
23133	08/15/2019	UB/WATER	WATER FUND	MADERA REDEVELOPMENT AGENCY	UTILITY BILLING DEPOSIT REFUND	91.87
23134	08/15/2019	UB/WATER	WATER FUND	MANOZ JOSE	UTILITY BILLING CREDIT REFUND	4.02
23135	08/15/2019	UB/WATER	WATER FUND	MARMOLEJO TIM	UTILITY BILLING DEPOSIT REFUND	57.08
23136	08/15/2019	UB/WATER	WATER FUND	MCKESSON JULIUS	UTILITY BILLING DEPOSIT REFUND	7.45
23137	08/15/2019	UB/WATER	WATER FUND	MENDEZ IRENE	UTILITY BILLING CREDIT REFUND	128.05
23138	08/15/2019	UB/WATER	WATER FUND	MENDOZA ARTURO OR CITY	UTILITY BILLING CREDIT REFUND	152.15
23139	08/15/2019	UB/WATER	WATER FUND	MJW INVESTMENTS LLC	UTILITY BILLING DEPOSIT REFUND	130.38
23140	08/15/2019	UB/WATER	WATER FUND	MORENO BRENDA	UTILITY BILLING CREDIT REFUND	117.64
23141	08/15/2019	UB/WATER	WATER FUND	NWOKOCHA LUCKY	UTILITY BILLING CREDIT REFUND	116.43
23142	08/15/2019	UB/WATER	WATER FUND	OLIAS DESIREE	UTILITY BILLING DEPOSIT REFUND	1.34
23143	08/15/2019	UB/WATER	WATER FUND	OPM INVESTMENTS INC	UTILITY BILLING CREDIT REFUND	147.45
23144	08/15/2019	UB/WATER	WATER FUND	ORTEGA PEDRO GOMEZ SILVIA	UTILITY BILLING CREDIT REFUND	16.93
23145	08/15/2019	UB/WATER	WATER FUND	OSORIO-CRUZ ESTELA	UTILITY BILLING CREDIT REFUND	133.82
23146	08/15/2019	UB/WATER	WATER FUND	PANNU SARBJIT KAUR	UTILITY BILLING CREDIT REFUND	550.27

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
23147	08/15/2019	UB/WATER	WATER FUND	PARRA DAN	UTILITY BILLING CREDIT REFUND	145.89
23148	08/15/2019	UB/WATER	WATER FUND	PETERS JEAN	UTILITY BILLING DEPOSIT REFUND	8.90
23149	08/15/2019	UB/WATER	WATER FUND	PETERS JEAN	UTILITY BILLING DEPOSIT REFUND	13.79
23150	08/15/2019	UB/WATER	WATER FUND	PLACENCIA KARINA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	153.24
23151	08/15/2019	UB/WATER	WATER FUND	QUINTERO RACHEL	UTILITY BILLING DEPOSIT REFUND	0.35
23152	08/15/2019	UB/WATER	WATER FUND	REED ROBERT J	UTILITY BILLING DEPOSIT REFUND	77.94
23153	08/15/2019	UB/WATER	WATER FUND	RICH RUSSELL	UTILITY BILLING CREDIT REFUND	79.47
23154	08/15/2019	UB/WATER	WATER FUND	RODRIGUEZ ENRIQUE	UTILITY BILLING CREDIT REFUND	3.03
23155	08/15/2019	UB/WATER	WATER FUND	RODRIGUEZ JORGE N	UTILITY BILLING CREDIT REFUND	223.26
23156	08/15/2019	UB/WATER	WATER FUND	ROGERS LUU T	UTILITY BILLING DEPOSIT REFUND	55.22
23157	08/15/2019	UB/WATER	WATER FUND	SABALA LOUIS	UTILITY BILLING CREDIT REFUND	7.83
23158	08/15/2019	UB/WATER	WATER FUND	SCHARP DAVID	UTILITY BILLING DEPOSIT REFUND	28.39
23159	08/15/2019	UB/WATER	WATER FUND	SEPULVEDA JESUS	UTILITY BILLING CREDIT REFUND	145.99
23160	08/15/2019	UB/WATER	WATER FUND	SERRANO RITA	UTILITY BILLING DEPOSIT REFUND	2.69
23161	08/15/2019	UB/WATER	WATER FUND	SINERGY TERRA LLC	UTILITY BILLING CREDIT REFUND	40.64
23162	08/15/2019	UB/WATER	WATER FUND	SINGH BIKRAM	UTILITY BILLING CREDIT REFUND	13.89
23163	08/15/2019	UB/WATER	WATER FUND	SINGH SUKHRAJ	UTILITY BILLING CREDIT REFUND	232.99
23164	08/15/2019	UB/WATER	WATER FUND	STRAUBINGER CAROL	UTILITY BILLING CREDIT REFUND	212.56
23165	08/15/2019	UB/WATER	WATER FUND	THOMAS BENJAMIN	UTILITY BILLING CREDIT REFUND	31.92
23166	08/15/2019	UB/WATER	WATER FUND	WARE DEBORAH	UTILITY BILLING CREDIT REFUND	163.99
23167	08/15/2019	UB/WATER	WATER FUND	WHIPPLE CHRISTOPHER DANIEL	UTILITY BILLING CREDIT REFUND	261.97
23168	08/15/2019	RECREATION	AQUATICS PROG	WECO WELDING, PAINT, SUPPLIES & EQUIP	CO2 FOR POOL	1,270.74
23169	08/15/2019	WWTP	WWTP	WESTERN BUILDING MATERIAL	WWTP CEILING	2,885.00
23170	08/15/2019	PD ADMIN	PD ADMIN	WILLIAMS, RANDALL	PER DIEM ADVANCE COPS WEST	198.00
23171	08/15/2019	PD ADMIN	PD ADMIN	HARRY D. WILSON INC.	MOTORCYLCE REPAIR	965.03
23172	08/22/2019	FINANCE	FINANCE	AMERICAN BUSINESS MACHINES	BL PRINTER TONER	270.61
23173	08/22/2019	HR	CITY CLERK	ANTHEM BLUE CROSS	CITY PAID RETIREE MEDICAL BILL	1,546.37
23174	08/22/2019	HR	CITY ADMIN	ANTHEM BLUE CROSS	CITY PAID RETIREE RX BILL	117.80
23175	08/22/2019	FINANCE	VARIOUS	ARAMARK UNIFORM SERVICES	07/19 UNIFORM SERVICES	4,604.54
23176	08/22/2019	BUILDING	BUILDING	CORREA, EDWARDO ETAL	CANCELLED PERMIT REFUND	148.26
23177	08/22/2019	BUILDING	BUILDING	INFINITY ENERGY	CANCELLED PERMIT REFUND	149.78
23178	08/22/2019	BUILDING	BUILDING	VIVINT SOLAR DEVELOPER	CANCELLED PERMIT REFUND	156.15
23179	08/22/2019	HR	CITY ADMIN	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE MEDICAL BILL	146.00
23180	08/22/2019	ENGINEERING	PROP 1B PTMISEA	BMY CONSTRUCTION GROUP	CONSTRUCTION OF NEW TRANSIT CENTER	460,719.61
23181	08/22/2019	WATER QUALITY	WATER QUALITY	BSK ASSOCIATES	WATER SAMPLES	1,320.00
23182	08/22/2019	HR	RISK MGT	CA DEPARTMENT OF JUSTICE	JULY LIVE SCANS	448.00
23183	08/22/2019	CODE ENF	CODE ENF	CHASE BENNETT-SHEFFIELD	WEED ABATEMENT APN 003-260-006	3,134.50
23184	08/22/2019	PD ADMIN	PD ADMIN	CHIARAMONTE, GIACHINO	PER DIEM FBINAA CA STATE CONF	231.00
23185	08/22/2019	WATER QUALITY	WATER CONS	CITY OF MADERA	SMART IRRIGATION CONTROLLER REBATE	59.97
23186	08/22/2019	WATER QUALITY	WATER CONS	CITY OF MADERA	TOILET INSTALL REBATE	70.00
23187	08/22/2019	WATER QUALITY	WATER CONS	CITY OF MADERA	TOILET REBATE	75.60
23188	08/22/2019	WATER QUALITY	WATER CONS	CITY OF MADERA	TOILET REBATES	200.00
23189	08/22/2019	CODE ENF	CODE ENF	CORELOGIC INFORMATION SOLUTIONS	REALQUEST SERVICES	175.00
23190	08/22/2019	GRANTS	TRANS- FIXED ROUTE	DIEBERTS CREATIVE COPY	TRANSIT MAX TICKETS	292.28

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
23191	08/22/2019	PD ADMIN	PD ADMIN	ESTEVES, BRIAN	PER DIEM FBINAA CA STATE CONF	231.00
23192	08/22/2019	FINANCE	RISK MGT	FRANK LODUCA	SETTLEMENT AGREEMENT	7,500.00
23193	08/22/2019	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS	10,481.25
23194	08/22/2019	PD ADMIN	PD ADMIN	FRESNO CITY COLLEGE	REGISTRATION- R. CAMP	862.50
23195	08/22/2019	GRANTS	PARKING DIST OPS	GUARDIAN WESTERN SWEEPING	JULY STREET SWEEPING	569.00
23196	08/22/2019	ENGINEERING	PROP 1B PTMISEA	KRAZAN & ASSOCIATES	TESTING SERVICES FOR TRANS-01	526.00
23197	08/22/2019	PD ADMIN	PD ADMIN	TIM J LAW	EMPLOYMENT BACKGROUNDS	1,400.00
23198	08/22/2019	PD ADMIN	SUPP LAW ENF	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	334.80
23199	08/22/2019	GRANTS	CDBG PUBLIC SVS	MADERA COALITION FOR COMM JUSTICE	4TH QTR REIMBURSEMENT	3,660.91
23200	08/22/2019	COMM PROMO	COMMUNITY PROMO	MADERA COUNTY E D C	4TH QTR REIMBURSEMENT	268.60
23201	08/22/2019	ENGINEERING	MEASURE K - FIRE	MOORE TWINING ASSOCIATES, INC	MATERIAL TESTING -FIRE STATION 58	5,355.59
23202	08/22/2019	FINANCE	FINANCE	MUNISERVICES, LLC	SUTA SERVICES FOR TAX QTR 3	7,531.18
23203	08/22/2019	GRANTS	TRANS- DIAL-A-RIDE	MV TRANSPORTATION, INC.	JUNE 2019 DAR AND MAX SERVICES	102,348.38
23204	08/22/2019	WWTP	WWTP	NUNEZ, MARK	CWEA GRADE 1 CERT REIMBURSEMENT	170.00
23205	08/22/2019	WATER QUALITY	WATER CONS	GAMCH, GARY	TURF REPLACEMENT REBATE	2,275.00
23206	08/22/2019	UB/WATER	SOLID WASTE DISPS	HPC HALLMARK INVESTORS LP	OVERBILLED REFUSE SERVICES	7,230.11
23207	08/22/2019	PARKS	PARKS	PACIFIC GAS & ELECTRIC	07/19 SERVICES 8675479583-8	175.59
23208	08/22/2019	PARKS ADMIN	SPORTS PROG	BAUTISTA, SAMANTHA	SPORT CANCELLATION REFUND	60.00
23209	08/22/2019	RECREATION	SPORTS PROG	RAMIREZ, STEVEN	SPORT CANCELLATION REFUND	60.00
23210	08/22/2019	PW ADMIN	VARIOUS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	509.70
23211	08/22/2019	HR	WATER MTNC/OPS	REGENCE BLUECROSS BLUESHIELD OF UTAH	CITY PD RETIREE PRESCRIPTION BILL	325.00
23212	08/22/2019	PW ADMIN	VARIOUS	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICE	14,769.31
23213	08/22/2019	WWTP	SEWER CAPITAL	STANTEC CONSULTING SERVICES INC.	CONSULTING SERVICES	1,998.50
23214	08/22/2019	HR	PAYROLL TAX	SUPERIOR VISION INSURANCE INC.	VISION INSURANCE	2,291.10
23215	08/22/2019	UB/WATER	WATER FUND	AGUIRRE JESSE	UTILITY BILLING DEPOSIT REFUND	0.55
23216	08/22/2019	UB/WATER	WATER FUND	ALVARADO STEVE ALVARADO LARISSA	UTILITY BILLING DEPOSIT REFUND	17.57
23217	08/22/2019	UB/WATER	WATER FUND	BLANCO MICHELLE	UTILITY BILLING CREDIT REFUND	38.73
23218	08/22/2019	UB/WATER	WATER FUND	BRADY CARL D	UTILITY BILLING DEPOSIT REFUND	0.80
23219	08/22/2019	UB/WATER	WATER FUND	CARDENAS JAIME	UTILITY BILLING CREDIT REFUND	123.31
23220	08/22/2019	UB/WATER	WATER FUND	CASTILLO REBECCA	UTILITY BILLING CREDIT REFUND	64.32
23221	08/22/2019	UB/WATER	WATER FUND	CERIONI JEFF	UTILITY BILLING DEPOSIT REFUND	91.25
23222	08/22/2019	UB/WATER	WATER FUND	CITY OR CONTRERAS ANTELMO JR	UTILITY BILLING CREDIT REFUND	155.38
23223	08/22/2019	UB/WATER	WATER FUND	CITY OR FURSTENBURG JEN PEREZ RAY	UTILITY BILLING DEPOSIT REFUND	111.36
23224	08/22/2019	UB/WATER	WATER FUND	CITY OR OCHOA MACIEL GUADALUPE	UTILITY BILLING CREDIT REFUND	59.13
23225	08/22/2019	UB/WATER	WATER FUND	CITY OF MADERA OR PULIDO DESTINY	UTILITY BILLING CREDIT REFUND	153.88
23226	08/22/2019	UB/WATER	WATER FUND	COLLET DIANA L	UTILITY BILLING DEPOSIT REFUND	61.82
23227	08/22/2019	UB/WATER	WATER FUND	CORONA ROBERT	UTILITY BILLING CREDIT REFUND	113.40
23228	08/22/2019	UB/WATER	WATER FUND	ESCALANTE FRANCISCO	UTILITY BILLING CREDIT REFUND	70.76
23229	08/22/2019	UB/WATER	WATER FUND	FRITH TAMARA	UTILITY BILLING CREDIT REFUND	38.15
23230	08/22/2019	UB/WATER	WATER FUND	GARAY ANASTASIA M SANCHEZ JON R	UTILITY BILLING CREDIT REFUND	113.54
23231	08/22/2019	UB/WATER	WATER FUND	GONZALES TODD V	UTILITY BILLING CREDIT REFUND	133.93
23232	08/22/2019	UB/WATER	WATER FUND	GUERRERO VINCENTE	UTILITY BILLING DEPOSIT REFUND	13.87
23233	08/22/2019	UB/WATER	WATER FUND	HADLEY LYDIA	UTILITY BILLING CREDIT REFUND	126.21
23234	08/22/2019	UB/WATER	WATER FUND	KAUR AMARJIT	UTILITY BILLING DEPOSIT REFUND	22.71

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
23235	08/22/2019	UB/WATER	WATER FUND	KIM YOUNG M	UTILITY BILLING CREDIT REFUND	187.39
23236	08/22/2019	UB/WATER	WATER FUND	LEGACY TERRA LLC.	UTILITY BILLING CREDIT REFUND	134.00
23237	08/22/2019	UB/WATER	WATER FUND	LINDBLOM STEPHANIE	UTILITY BILLING CREDIT REFUND	150.82
23238	08/22/2019	UB/WATER	WATER FUND	LOPEZ TOMAS	UTILITY BILLING CREDIT REFUND	116.41
23239	08/22/2019	UB/WATER	WATER FUND	MENDEZ FLAVIANO OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	152.24
23240	08/22/2019	UB/WATER	WATER FUND	NATIONSTAR MORTGAGE LLC	UTILITY BILLING CREDIT REFUND	195.86
23241	08/22/2019	UB/WATER	WATER FUND	NAVJOT KAUR SHOKAR	UTILITY BILLING CREDIT REFUND	119.55
23242	08/22/2019	UB/WATER	WATER FUND	OCAMPO JUANA	UTILITY BILLING CREDIT REFUND	185.01
23243	08/22/2019	UB/WATER	WATER FUND	OLVERA BRENDA	UTILITY BILLING CREDIT REFUND	221.37
23244	08/22/2019	UB/WATER	WATER FUND	OPERATION HOMEFRONT	UTILITY BILLING CREDIT REFUND	110.40
23245	08/22/2019	UB/WATER	WATER FUND	ORIOLE HOMES	UTILITY BILLING CREDIT REFUND	52.93
23246	08/22/2019	UB/WATER	WATER FUND	PEREZ MENDOZA MARIA	UTILITY BILLING CREDIT REFUND	8.12
23247	08/22/2019	UB/WATER	WATER FUND	PINNACLE INVESTMENTS	UTILITY BILLING CREDIT REFUND	171.65
23248	08/22/2019	UB/WATER	WATER FUND	PULIDO JAVIER	UTILITY BILLING DEPOSIT REFUND	9.99
23249	08/22/2019	UB/WATER	WATER FUND	QUESADA ELWOOD	UTILITY BILLING CREDIT REFUND	244.01
23250	08/22/2019	UB/WATER	WATER FUND	RENTAL MANAGEMENT COMPANY	UTILITY BILLING CREDIT REFUND	117.35
23251	08/22/2019	UB/WATER	WATER FUND	RICHARDSON JENNIFER	UTILITY BILLING CREDIT REFUND	10.70
23252	08/22/2019	UB/WATER	WATER FUND	RIOS THOMAS	UTILITY BILLING DEPOSIT REFUND	19.37
23253	08/22/2019	UB/WATER	WATER FUND	RODRIGUEZ AURELIO JR	UTILITY BILLING CREDIT REFUND	240.40
23254	08/22/2019	UB/WATER	WATER FUND	RUMBOLZ ALEXIS	UTILITY BILLING CREDIT REFUND	176.24
23255	08/22/2019	UB/WATER	WATER FUND	SANCHEZ JUAN R	UTILITY BILLING CREDIT REFUND	170.87
23256	08/22/2019	UB/WATER	WATER FUND	SEAMON MILTON	UTILITY BILLING CREDIT REFUND	102.13
23257	08/22/2019	UB/WATER	WATER FUND	SINGH JASWANT	UTILITY BILLING CREDIT REFUND	126.71
23258	08/22/2019	UB/WATER	WATER FUND	VILLA ROSA	UTILITY BILLING CREDIT REFUND	105.44
23259	08/22/2019	UB/WATER	WATER FUND	ZAPATA DANIEL	UTILITY BILLING CREDIT REFUND	139.11
23260	08/22/2019	UB/WATER	WATER FUND	ZUNIGA MIRIAM LIMAS	UTILITY BILLING CREDIT REFUND	110.83
23261	08/22/2019	PURCHASING	VARIOUS	US BANK CORPORATE PAYMENT SYSTEMS	07/19 CAL-CARD CHARGES	136,470.97
23262	08/22/2019	RECREATION	AQUATICS PROG	WECO WELDING, PAINT, SUPPLIES & EQUIP	CO2 FOR POOL	19.12
23263	08/22/2019	FINANCE	CFD 2005-1	WILLDAN FINANCIAL SERVICES	CFD REMINDER LETTERS	233.25
23264	08/22/2019	PD ADMIN	PD ADMIN	HARRY D. WILSON INC.	MOUNT & BALANCE TIRES	1,068.27

BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL $ 2,427,398.57

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: September 4, 2019

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

This report is submitted for informational purposes only and there is no action requested from the City Council (Council).

SUMMARY:

The purpose of this report is to provide the Council an informational update on employment matters, including new hires, transfers, and terminations.

DISCUSSION:

The Civil Service Commission met August 6, 2019, and approved eligibility lists for the following full time positions:

- Police Officer Trainee
- Assistant Engineer

The following individuals began employment with the City since our last report:

Name	Position	Department	Status*	Effective Date
Ari Adams	Network Administrator	Information Services	PT	8/5/19
Patrick Cooper	Program Leader I	Parks & Community Services	PT	8/6/19
Susan Gonzales	Program Leader II	Parks & Community Services	PT	8/20/19
Juan Miranda	Program Leader I	Parks & Community Services	PT	8/21/19
Alicia Gonzales	City Clerk	City Clerk's Office	FT	8/26/19

*Status: PT = Part Time, FT = Full Time

No promotions, transfers, or assignment changes occurred since our last report.

The following employees separated from employment since our last report.

Name	Position	Department	Status*	Effective Date
Cheryl Chacon	Lab Analyst	Public Works (Wastewater)	PT	8/1/19
Debra McKenzie	Program Manager	Grants	FT	8/2/19

*Status: PT = Part Time, FT = Full Time

FINANCIAL IMPACT:
Funding for positions and employees to fill those positions is contemplated annually by the Council in the budget process. During the course of any given fiscal year, individual employees filling specific positions may change due to a number of various circumstances. All hiring and termination decisions are subject to the approval of the City Manager.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:
The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:
This report is for informational purposes only.

ATTACHMENTS:
None

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Dino Lawson, Chief of Police

Arnoldo Rodriguez, City Manager

Council Meeting of: September 4, 2019

Agenda Number: B-4

SUBJECT:

Consideration of a Resolution accepting a grant award for $110,000 from the State of California Office of Traffic Safety and amending the FY 2019/20 Budget.

RECOMMENDATION:

Staff recommends that Council adopt the attached resolution approving the grant award under the Selective Traffic Enforcement Program (STEP) and amend the City FY 2019/20 Budget as related to this grant award.

SUMMARY:

The State of California Office of Traffic Safety (OTS) sponsors several grant programs in an effort to improve the safety of the state's streets and highways. The City applied for assistance to address these issues in our community and recently received official confirmation that our grant application was successful. As a result, the OTS has awarded the Madera Police Department with a grant for $110,000 to provide funding for our successful anti-DUI program.

DISCUSSION:

The Selective Traffic Enforcement Program focuses on a comprehensive approach to enforce and encourage compliance with seat belt use, impaired driving, speed limit, and other traffic laws. Education and enforcement are two very important components of collision reduction. The acceptance of the STEP grant will allow the Madera Police Department to bolster its enforcement and education efforts in all of the problem areas mentioned.

The grant award for $110,000 will allow the Madera Police Department to perform overtime operations related to DUI checkpoints and saturation patrols as well as traffic enforcement operations linked to distracted driving and primary collision factors. These comprehensive

programs have a long-lasting impact in reducing fatal and injury collisions. The grant will also allow us to purchase electronic citation data collection devices that will allow our officers to be more expedient in issuing citations and reducing the use of triplicate paper forms. Lastly, the grant will also fund expenses related to training personnel to identifying persons under the influence.

Given the highly competitive nature of this program, Staff believes our community should be particularly gratified by the success of being awarded. The City has previously been awarded an Office of Traffic Safety grant and has successfully managed the award activities. Therefore, staff urges Council to accept the Selective Traffic Enforcement Program grant in the amount of $110,000 and approve the budget amendment to use these funds for the approved activities.

FINANCIAL IMPACT:

Acceptance of the Selective Traffic Enforcement Program (STEP) award will provide $110,000 in funding to support our community's law enforcement services. It will assist with the Police Departments expenditures for the enforcement of persons driving under the influence and enforcement operations focusing on primary collision factors.

See Exhibit A for the 2019-2020 budget adjustment.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 115- Economic resources provision: ensure sufficient economic resources to provide adequate City services and prepare for future growth.
Strategy 115.3- Seek and retain grants.

ALTERNATIVES:

Should Council not accept the proposed grant, the police department will not be able to provide the higher level of enforcement related to traffic enforcement and driving under the influence investigations.

ATTACHMENTS:

1. Resolution
2. Contractual Documentation

Attachment 1
Resolution

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHOIZING THE CITY MANAGER TO ACCEPT THE GRANT AWARD FROM THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY IN THE AMOUNT OF $110,000.

WHEREAS, the City of Madera Police Department is responsible for the safety of the citizens of the community; and

WHEREAS, the Madera Police Department spends considerable resources in its efforts to provide frontline law enforcement services to the community; and

WHEREAS, the City Council of the City of Madera supports the efforts of the Madera Police Department to secure resources by the most efficient means possible; and

WHEREAS, the State of California Office of Traffic Safety has allocated $110,000 through the Selective Traffic Enforcement Program; and

WHEREAS, the City Manager will accept the above-mentioned allocation amount from the Selective Traffic Enforcement Program.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.

2. The City Manager, or his/her designee, is hereby authorized to execute all required documents necessary for application approval.

3. This resolution is effective immediately upon adoption.

* * * * * * * *

EXHIBIT A

CITY OF MADERA

Budget Appropriation : Res.#19-XX; 09/04/19

2019-2020 Budget Adjustment

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
OTS DUI Enforcement					
4790	47900000	4458	DUI Enf & Awareness Grant		110,000.00
4790	47900000	5100	Salaries Overtime	69,646.00	
4790	47900000	5304	Workers Comp	7,239.00	
4790	47900000	5305	Medicare ER	1,115.00	
4790	47900000	6530	Conf, Training and Education	2,000.00	
4790	47900000	6518	Other Supplies	5,000.00	
4790	47900000	7000	Equipment	25,000.00	
				110,000.00	**110,000.00**

Attachment 2
OTS GRANT CONTRACT

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Madera

3. Grant Period
From: 10/01/2019
To: 09/30/2020

4. AGENCY UNIT TO ADMINISTER GRANT
Madera Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary collision factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian collisions, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $110,000.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: Randy Williams
TITLE: Sergeant
ADDRESS: 330 South C Street, Madera, CA 93638
EMAIL: rwilliams@madera.gov
PHONE: (559) 675-4205
FAX: (559) 675-6654

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL OF AGENCY
NAME: Arnoldo Rodriguez
TITLE: City Manager
ADDRESS: 205 W Fourth Street, Madera, CA 93637
EMAIL: arodriguez@madera.gov
PHONE: (559) 661-5402
FAX: (559) 673-1655

(Signature) *(Date)*

C. FISCAL OR ACCOUNTING OFFICIAL
NAME: Susan Oharo
TITLE: Financial Services Manager
ADDRESS: 205 W Fourth Street, Madera, CA 93637
EMAIL: soharo@madera.gov
PHONE: (559) 661-5443
FAX: (559) 675-7067

(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Randy Weissman
TITLE: Acting Director
ADDRESS: 2208 Kausen Drive Suite 300, Elk Grove, CA 95758
EMAIL: randy.weissman@ots.ca.gov
PHONE: (916) 509-3030
FAX: (916) 509-3055

(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY
NAME: Carolyn Vu
ADDRESS: 2208 Kausen Drive, Suite 300, Elk Grove, CA 95758

9. DUNS INFORMATION
DUNS #: 078772142
REGISTERED ADDRESS: 330 S. C Street
CITY: Madera
ZIP+4: 93638-3727

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
402PT-20	20.600	0521-0890-101	2019	2019	BA/19	$20,000.00
405c TR-20	20.616	0521-0890-101	2019	2019	BA/19	$25,000.00
164 AL-20	20.608	0521-0890-101	2019	2019	BA/19	$65,000.00

		AGREEMENT TOTAL **$110,000.00**
		AMOUNT ENCUMBERED BY THIS DOCUMENT **$110,000.00**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.		PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**
OTS ACCOUNTING OFFICER'S SIGNATURE ✍	DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE **$110,000.00**

1. PROBLEM STATEMENT

The City of Madera is a small community which is located along the SR 99 corridor. With a population of approximately 63,000 people, during the wee, that population can swell to upwards of 80,000. With the increase number of the populous, the number of distracted driving, excessive speed, and impaired driving collisions increase and affect the quality of life within the community.

In 2017 the City of Madera had 178 injury collisions which resulted in 235 victims. Driving while under the influence of alcohol or drug was the primary collision factor for 18% of all the collisions in 2015. Eighty five percent of the collisions occur in Madera during the daylight hours.

The number of collisions has increased over the past three years as the community has gain in population as well as commercial growth. Resources have been utilized to target "Hot Spot" collisions areas w hen call volume permits such action.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic collisions.
2. Reduce the number of persons injured in traffic collisions.
3. Reduce the number of pedestrians killed in traffic collisions.
4. Reduce the number of pedestrians injured in traffic collisions.
5. Reduce the number of bicyclists killed in traffic collisions.
6. Reduce the number of bicyclists injured in traffic collisions.
7. Reduce the number of persons killed in alcohol-involved collisions.
8. Reduce the number of persons injured in alcohol-involved collisions.
9. Reduce the number of persons killed in drug-involved collisions.
10. Reduce the number of persons injured in drug-involved collisions.
11. Reduce the number of persons killed in alcohol/drug combo-involved collisions.
12. Reduce the number of persons injured in alcohol/drug combo-involved collisions.
13. Reduce the number of motorcyclists killed in traffic collisions.
14. Reduce the number of motorcyclists injured in traffic collisions.
15. Reduce hit & run fatal collisions.
16. Reduce hit & run injury collisions.
17. Reduce nighttime (2100 - 0259 hours) fatal collisions.
18. Reduce nighttime (2100 - 0259 hours) injury collisions.

B. Objectives:	**Target Number**
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization, National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a " HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	15
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	2

7. Send law enforcement personnel to the DRE Recertification training.	2
8. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	12
9. Conduct DUI Saturation Patrol operation(s).	9
10. Conduct Traffic Enforcement operation(s), including but not limited to, primary collision factor violations.	12
11. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	5

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted this quarter.
- All grant related purchases needed to implement the program should be made this quarter.
- In order to develop/maintain the "Hot Sheets," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high collision locations.Media Requirements
- Issue a press release announcing the kick-off of the grant by November 15, but no earlier than October 1. If unable to meet the November 15 date, communicate reasons to your OTS Coordinator. The kick-off press releases and any related media advisories, alerts, and materials must be emailed for approval to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, 14 days prior to the issuance date of the release.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.Media Requirements
- Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator. The following requirements are for grant-related activities and are different from those regarding any grant kick-off release or announcement.
- If an OTS-supplied, template-based press release is used, there is no need for pre-approval, however, the OTS PIO and Coordinator should be copied when at the same time as the release is distributed to the press.
- If an OTS-supplied template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead-time would be 10 days prior to the release distribution date, but should be no less than 5 working days prior to the release distribution date.
- Press releases reporting the immediate and time-valued results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
- Activities such as warrant or probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.

- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval 14 days prior to the production or duplication. Space permitting, include the OTS logo, on grant-funded print materials; consult your OTS Coordinator for specifics and format-appropriate logos.
- Contact the OTS PIO or your OTS Coordinator, sufficiently far enough in advance of need, for consultation when deviation from any of the above requirements might be contemplated

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

- Invoice Claims (due January 30, April 30, July 30, and October 30)
- Quarterly Performance Reports (due January 30, April 30, July 30, and October 30)
    - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
    - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
    - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
    - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
402PT-20	20.600	State and Community Highway Safety	$20,000.00
405c TR-20	20.616	State Traffic Safety Information System Improvements	$25,000.00
164 AL-20	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$65,000.00

COST CATEGORY	CFDA	TOTAL COST TO GRANT
A. PERSONNEL COSTS		
Straight time		$0.00
Overtime		
Distracted Driving	20.600	$7,200.00
DUI/DL Checkpoints	20.608	$34,560.00
DUI Saturation Patrols	20.608	$25,440.00
Traffic Enforcement Operations	20.600	$10,800.00
Category Sub-Total		$78,000.00
B. TRAVEL EXPENSES		
In State Travel	20.600	$2,000.00
		$0.00
Category Sub-Total		$2,000.00
C. CONTRACTUAL SERVICES		
		$0.00
Category Sub-Total		$0.00
D. EQUIPMENT		
Electronic Citation Data Collection System	20.616	$25,000.00
Category Sub-Total		$25,000.00
E. OTHER DIRECT COSTS		
Checkpoint supplies	20.608	$5,000.00
Category Sub-Total		$5,000.00
F. INDIRECT COSTS		
		$0.00
Category Sub-Total		$0.00
GRANT TOTAL		**$110,000.00**

BUDGET NARRATIVE	
PERSONNEL COSTS Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	**QUANTITY** 5
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	12
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	9
Traffic Enforcement Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	12
TRAVEL EXPENSES In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.	1
CONTRACTUAL SERVICES -	
EQUIPMENT Electronic Citation Data Collection System - a traffic citation database system, using a hand-held device, to collect citation data electronically in the field, print a violator copy of the citation, and transfer the information electronically to the agency RMS system and the courts for prosecution. The system will be used by traffic officers to improve the efficiency and accuracy of writing traffic citations. Costs include the purchase of electronic citation devices, with mag-strip readers, fingerprint readers, audio recorder, camera, docking/charging station, software, licenses, accessories, training, and associated shipping and taxes.	1
OTHER DIRECT COSTS Checkpoint supplies - on-scene supplies needed to conduct driver's license and sobriety checkpoints. Costs may include 28" traffic cones, MUTCD-compliant traffic signs, MUTCD-compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.	1
INDIRECT COSTS -	

STATEMENTS/DISCLAIMERS
Program Income default statement:
There will be no program income generated from this grant.

Enforcement Grant Quota Disclaimer:
Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

CERTIFICATIONS AND ASSURANCES
HIGHWAY SAFETY GRANTS
(23 U.S.C. CHAPTER 4 AND SEC. 1906, PUB. L. 109-59, AS AMENDED)

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high-risk grantee status in accordance with 49 CFR §18.12.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- 49 CFR Part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1300—Uniform Procedures for State Highway Safety Grant Programs

NONDISCRIMINATION
(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

  "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

  a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

  b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2l and herein;

  c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

  d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding

     recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

  e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with
this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit
Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than
$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.
You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information
of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies,
including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or
that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a
waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

LAW ENFORCEMENT AGENCIES
All subrecipient law enforcement agencies shall comply with California law regarding profiling. Penal Code section 13519.4, subdivision (e), defines "racial profiling" as the "practice of detaining a suspect based on a broad set of criteria which casts suspicion on an entire class of people without any individualized suspicion of the particular person being stopped." Then, subdivision (f) of that section goes on to provide, "A law enforcement officer shall not engage in racial profiling."

STATE OF CALIFORNIA • OFFICE OF TRAFFIC SAFETY

GEMS User Authority

OTS-55 (Revised 08/2019)

Date: Sep 4, 2019

Grant #: PT20075

INSTRUCTIONS FOR SUBMITTING INITIAL GEMS USER AUTHORITIES

1. The Grant Director, Authorizing Official, or the Fiscal/Accounting Official of the grant agreement must submit this form to OTS delegating Grant Electronic Management System (GEMS) User Authority.
2. Each agency is allowed a total of **FIVE (5) GEMS User Authorities** (including the grant's signing officials).
3. **GEMS User Authorities** listed on this form will be authorized to login to GEMS to complete and submit quarterly performance reports (QPRs) and reimbursement claims. In addition, they have the *option* of being added as a media contact.
4. **Media Contact(s) Only:** Person(s) designated in this section will not have access to the GEMS system.
5. Mail the signed GEMS User Authority form **with** your signed grant agreement to OTS at 2208 Kausen Drive, Suite 300, Elk Grove, CA, 95758.

As a signatory (Grant Director, Authorizing Official, or Fiscal/Accounting Official) of OTS Grant # **PT20075**

I hereby authorize the following individual(s) to represent and have GEMS user authority

I need GEMS access for myself ☐ Yes ■ No I am a media contact for this grant ☐ Yes ■ No

X

Signature of: Authorizing Official **(select one)**	**Date**
Arnoldo Rodriguez	City Manager
Name	Title
arodriguez@madera.gov	661-5402
Email address	Phone number

GEMS User Authority	Option to add as a media contact? ■ Yes ☐ No
Randy Williams	Sergeant
Name	Job Title
rwilliams@madera.gov	559-675-4205
Email address	Phone number

GEMS User Authority	Option to add as a media contact? ■ Yes ☐ No
Brian Esteves	Lieutenant
Name	Job Title
besteves@madera.gov	559-675-4234
Email address	Phone number

GEMS User Authority	Option to add as a media contact? ■ Yes ☐ No
Brent Cederquist	Corporal
Name	Job Title
brentcederquist@madera.gov	559-675-4245
Email address	Phone number

STATE OF CALIFORNIA • OFFICE OF TRAFFIC SAFETY
GEMS User Authority
OTS-55 (Revised 08/2019)

Date: Sep 4, 2019
Grant #: PT20075

GEMS User Authority	Option to add as a media contact? ☐ Yes ■ No
Susan O'haro	Interim Finance Director
Name	Job Title
soharo@madera.gov	559-661-5443
Email address	Phone number

*****Additional GEMS User*****
Add below ONLY if the Authorizing Signatory does NOT request GEMS User access

GEMS User Authority	Option to add as a media contact? ■ Yes ☐ No
Felix Gonzalez	Sergeant
Name	Job Title
sgonzalez@madera.gov	559-675-4293
Email address	Phone number

*****Media Contact(s) Only*****

*The **Media Contact(s)** will handle **grant communications**, including but not limited to: press releases, social media, fliers, brochures and other informational announcements and updates.

The name(s) listed here will not have access to GEMS.

Name	Job Title
Email address	Phone number
Name	Job Title
Email address	Phone number

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: September 4, 2019

Agenda Number: B-5

SUBJECT: **Consideration of a Resolution of the City Council of the City of Madera, Approving a Triennial Disadvantaged Business Enterprise (DBE) Goal of 10 percent for Federal Transit Administration (FTA) Funded Projects**

RECOMMENDATION:

Staff recommends that the City Council (Council) adopt a resolution approving a triennial DBE goal of 10 percent for FTA funded projects.

SUMMARY:

To continue receiving FTA grant funds, the City must adopt and submit a triennial DBE goal to the FTA.

DISCUSSION:

Per the Code of Federal Regulations (CFR), Title 49 CFR Part 26.45, the United States Department of Transportation (USDOT) requires that direct recipients of FTA funding submit a triennial DBE goal for FTA-funded projects. In accordance with public participation regulatory requirements of Title 49 CFR Part 26, the City held a consultative meeting on June 28, 2019 to offer minorities, women, local business associations, and community organizations within the market area an opportunity to review the triennial DBE goal analysis and provide input. An announcement was placed in online trade and focus publication, DBEGoodFaith.com, on June 14, 2019; and general circulation media, the Madera Tribune, on June 15, 2019 inviting the public to attend the consultative meeting. No one from the public attended. With no public input received, staff proceeded with calculation of the proposed triennial DBE goal using one of FTA's approved methodologies.

A Minute Order authorizing public notice of a proposed DBE goal of 10 percent for FTA-funded projects in FFY 2019/20, 2020/21, and 2021/22 was approved on July 3, 2019 by Council. The City issued a public notice that was placed on DBEGoodFaith.com on July 8, 2019; and in the Madera Tribune on July 10, 2019 informing the public of the proposed goal. The notice also informed the

public that the proposed goal and rationale were available for public comment for 45 days following the date of notice. No comments were received by the City during the 45-day public comment period.

Staff is now asking Council to adopt the 10 percent triennial DBE goal for FTA-funded projects in FFY 2019/20, 2020/21, and 2021/22 to ensure compliance under this requirement. Noncompliance with the requirement to implement a triennial DBE goal for FTA-funded projects subjects a local agency to suspension of current grant funding and denial of future grants. Staff will proactively work to advertise projects to DBE firms in order to try to reach the DBE goal during each funding year.

FINANCIAL IMPACT:
Council action requested in this report will have no effect on the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:
Meeting the FTA funding requirements 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.

ALTERNATIVES:

1. The alternative would be to not comply with the FTA requirements. This could result in putting current FTA grant funding in jeopardy and potential denial of future FTA grant funds.
2. Direct staff to re-calculate DBE goal. This would have a cost impact as well as delay submittal of the DBE goal to FTA, which may impact approval of current grants.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. _____

A Resolution of the City Council of the City of Madera, Approving a Triennial Disadvantaged Business Enterprise (DBE) Goal Of 10 percent for Federal Transit Administration (FTA) Funded Projects

WHEREAS, the City of Madera (the "City") receives United Sates Department of Transportation grants through the FTA; and

WHEREAS, the Code of Federal Regulations (49 CFR 26.45) require direct recipients of FTA funds to establish a triennial DBE goal as a condition of eligibility for FTA financial assistance; and

WHEREAS, following one of the FTA approved methodologies, the proposed DBE goal for the City's FTA-funded projects was calculated to be 10 Percent; and

WHEREAS, notice of the proposed DBE goal was published on DBEGoodFaith.com on July 8, 2019 and in the Madera Tribune on July 10, 2019; and

WHEREAS, the notice provided opportunity for public comment; and

WHEREAS, no objections were received at the designated City office.

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

1. The above recitals are true and correct.

2. The City of Madera DBE goal is 10 percent for FTA funded projects for FFY 2019/20, 2020/21, and 2021/22.

3. This resolution is effective immediately upon adoption.

****

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: September 4, 2019

Agenda Number: B-6

SUBJECT: **Consideration of a Resolution Accepting a Street Easement Deed, Offered by Joseph Crown Construction and Development, Inc., at the North West Corner of Sunrise Avenue and Tozer Street, and Authorizing the City Clerk to Execute and Cause to Be Recorded, a Certificate of Acceptance**

RECOMMENDATION:

Staff recommends that the City Council (Council) approve a Resolution:

1. Accepting the Street Easement Deed as offered by Joseph Crown Construction and Development, Inc.

2. Authorizing the City Clerk to execute the Certificate of Acceptance for said deed and cause it to be recorded.

SUMMARY:

Joseph Crown Construction and Development, Inc. (Crown Homes), is the owner and residential developer of four parcels totaling 22.52 acres located at the north west corner of Sunrise Avenue and Tozer Street. Crown Homes has offered a Street Easement deed along Sunrise Avenue, being a condition of project development. It is recommended that the Council accept this Street Easement Deed offer as it meets a portion of the City's dedication requirements.

DISCUSSION:

On April 6, 2019, Tentative Subdivision Map (TSM) 2019-02 and Rezone (REZ) 2019-01 were approved by the City's Planning Commission. This entitlement allows for the development of approximately 25 acres into 134 residential parcels, public streets, and a public park. The 10-foot wide street easement deed along Sunrise Avenue now being offered was required as a condition of approval of the TSM. Crown Homes is offering this street dedication in cooperation with

Madera County Health and Human Services, who are constructing a new traffic signal at the intersection of Sunrise Avenue and Tozer Street. The street easement deed offered by Crown Homes also provides the street right of way needed for the traffic signal pole to be installed in its permanent location.

FINANCIAL IMPACT:

Acceptance of the aforementioned Street Easement deed imposes no additional expense to the City or the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

The Council may elect to not accept the Street Easement deed resulting in the project's requirement not being fulfilled.

ATTACHMENTS:

1. Resolution 19 - _____

    A. Exhibit A to Resolution: Street Easement Deed

2. Location Map

ATTACHMENT 1

RESOLUTION

RESOLUTION NO. 19 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING STREET EASEMENT DEED, OFFERED BY JOSEPH CROWN CONSTRUCTION AND DEVELOPMENT, INC., AT THE NORTH WEST CORNER OF SUNRISE AVENUE AND TOZER STREET, AND AUTHORIZING THE CITY CLERK TO EXECUTE AND CAUSE TO BE RECORDED, A CERTIFICATE OF ACCEPTANCE

WHEREAS, property owner, Joseph Crown Construction and Development, Inc., has offered for dedication to the City a Street Easement deed for public Street purposes; and

WHEREAS, on April 6, 2019 the City's Planning Commission approved Tentative Subdivision Map 2019-02; and

WHEREAS, as a condition of project approval, the property owner was required to dedicate a 10-foot wide street easement deed along Sunrise Avenue; and

WHEREAS, the City Engineer has certified to this Council that the Street easement deed offered meets 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 City Council accepts the Street Easement Deed (copy attached as Exhibit A) granted to the City by Joseph Crown Construction and Development, Inc.

3. The City Clerk is hereby authorized and directed to execute and cause to be recorded the Street Easement Deed and Certificate of Acceptance as authorized by Resolution No 1572 adopted November 21, 1960.

4. This resolution is effective immediately upon adoption.

* * * * * * * * * *

EXHIBIT A

STREET EASEMENT DEED

RECORDING REQUESTED BY:
City of Madera
AFTER RECORDING RETURN TO:
City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)
Presented for Recordation by the City of Madera
Fee waived per Section 27383 of the Government Code.....No Fee Due 0

APN: 008-180-003

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **JOSEPH CROWN CONSTRUCTION AND DEVELOPMENT INC., A CALIFORNIA CORPORATION,**

DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

An easement for street 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)

Date: 8-14-19

By: _____
Joseph Crown, President
Joseph Crown Construction and Development Inc., a California corporation

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 8/14/19, before me, D WALTERS, Notary Public, personally appeared Joseph Crown 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

D. WALTERS
Notary Public – California
Fresno County
Commission # 2188404
My Comm. Expires Mar 26, 2021

EXHIBIT "A"

LEGAL DESCRIPTIONS
DEED FOR PUBLIC STREET PURPOSES EASEMENT AREA

TRACT NO. 19-S-03

APN: 008-180-003

RECORD OWNER: Joseph Crown Construction and Development Inc., a California corporation.

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF MADERA, CITY OF MADERA, AND IS DESCRIBED AS FOLLOWS:

Legal Description: **Parcel "A"**

A portion of Parcel 3 of Parcel Map 1073, in the County of Madera, as per map recorded in Book 23, Pages 92 and 93 of Maps, Madera County Records, described as follows:

BEGINNING at the Southeast corner of Parcel 3 of said Parcel Map 1073; thence North 89° 09' 45" West, along the South property line of Said Parcel 3, a distance of 109.37 feet; thence North 0°45'09" East, along the Southwesterly boundary line of said Parcel 3, a distance of 10.00 feet; thence South 89°09'45" East, 10.00 feet North and parallel with the South property line of said Parcel 3, a distance of 89.21 feet; thence North 45°20'52" East, a distance of 14.02 feet; thence South 89°09'45" East, a distance of 10.00 feet to the intersection with the East line of said Parcel 3; thence South 0°08'31" East, along the East line of said Parcel 3, a distance of 20.00 feet to the **POINT OF BEGINNING**.

Contains 1,243 square feet (0.0285 acres) more or less.

End of Description.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

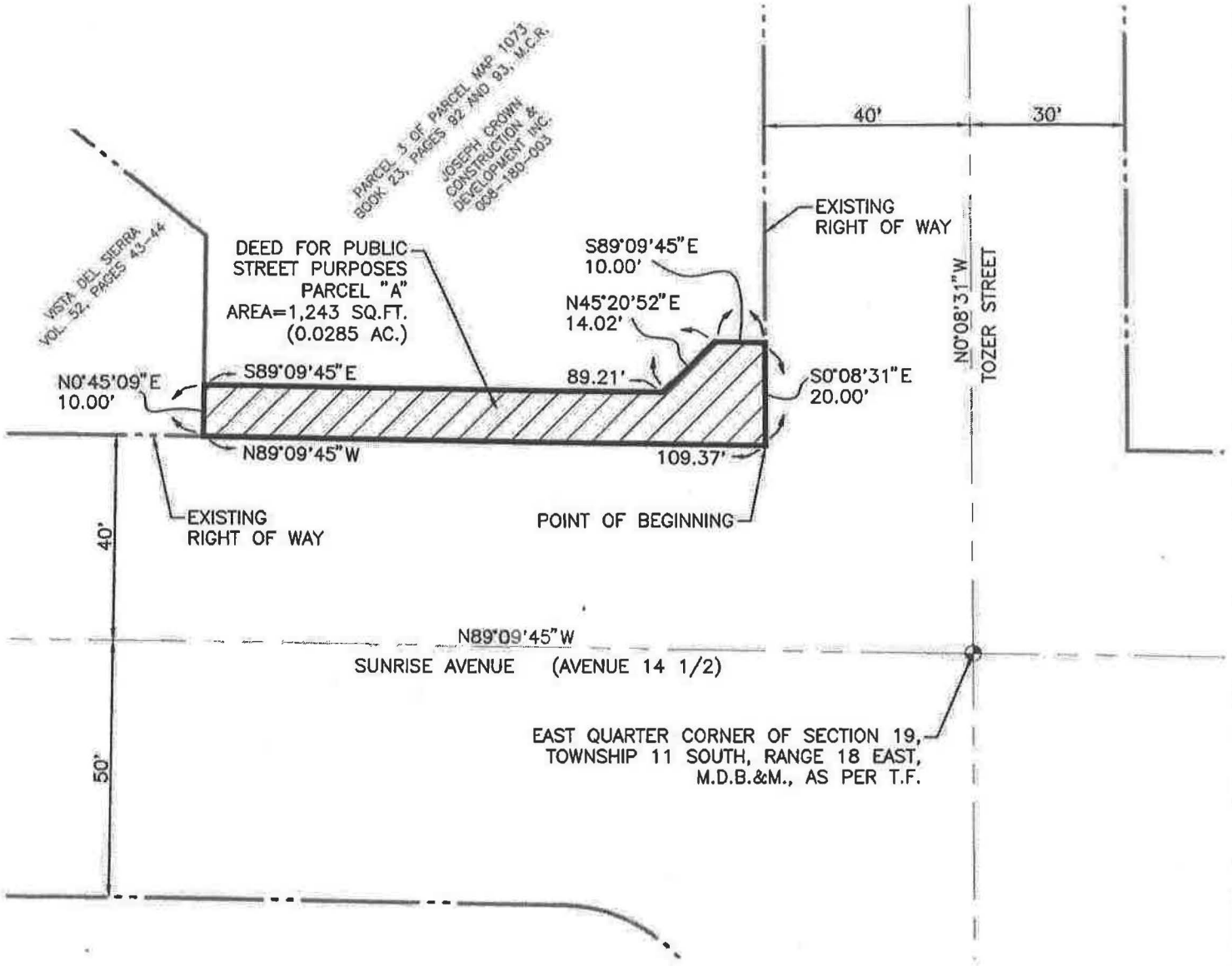
Signature: _____
Mauro R. Weyant, PLS 7773

Lic. Exp. 12/31/19

Date: 06/04/19

EXHIBIT "B"

DEED FOR PUBLIC STREET PURPOSES



NOTE

SURVEY DATA AS PER MAP RECORDED ON AUGUST 5, 1977 IN BOOK 23, PAGES 92 AND 93 OF MAPS, MADERA COUNTY RECORDS.

LEGEND

DEED FOR PUBLIC STREET PURPOSES
PARCEL "A"
AREA: ±1,243 SQ.FT. (0.0285 AC.)

N

SCALE: 1" =30'

0 7.5 15 30

SCALE IN FEET

8/20/19

PROFESSIONAL LAND SURVEYOR MAURO R. WEIMANN PLS 7773 STATE OF CALIFORNIA

LANDDESIGN CONSULTING "Building a World!"

4950 E. YALE AVE.
FRESNO, CA 93727
559.538.3402

BEING A PORTION OF PARCEL 3 OF PARCEL MAP 1073, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 23, AT PAGES 92 AND 93, MADERA COUNTY RECORDS.

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA

DR. BY R.C.
CH. BY J.L.
DATE 06/04/19
SCALE 1" = 30'

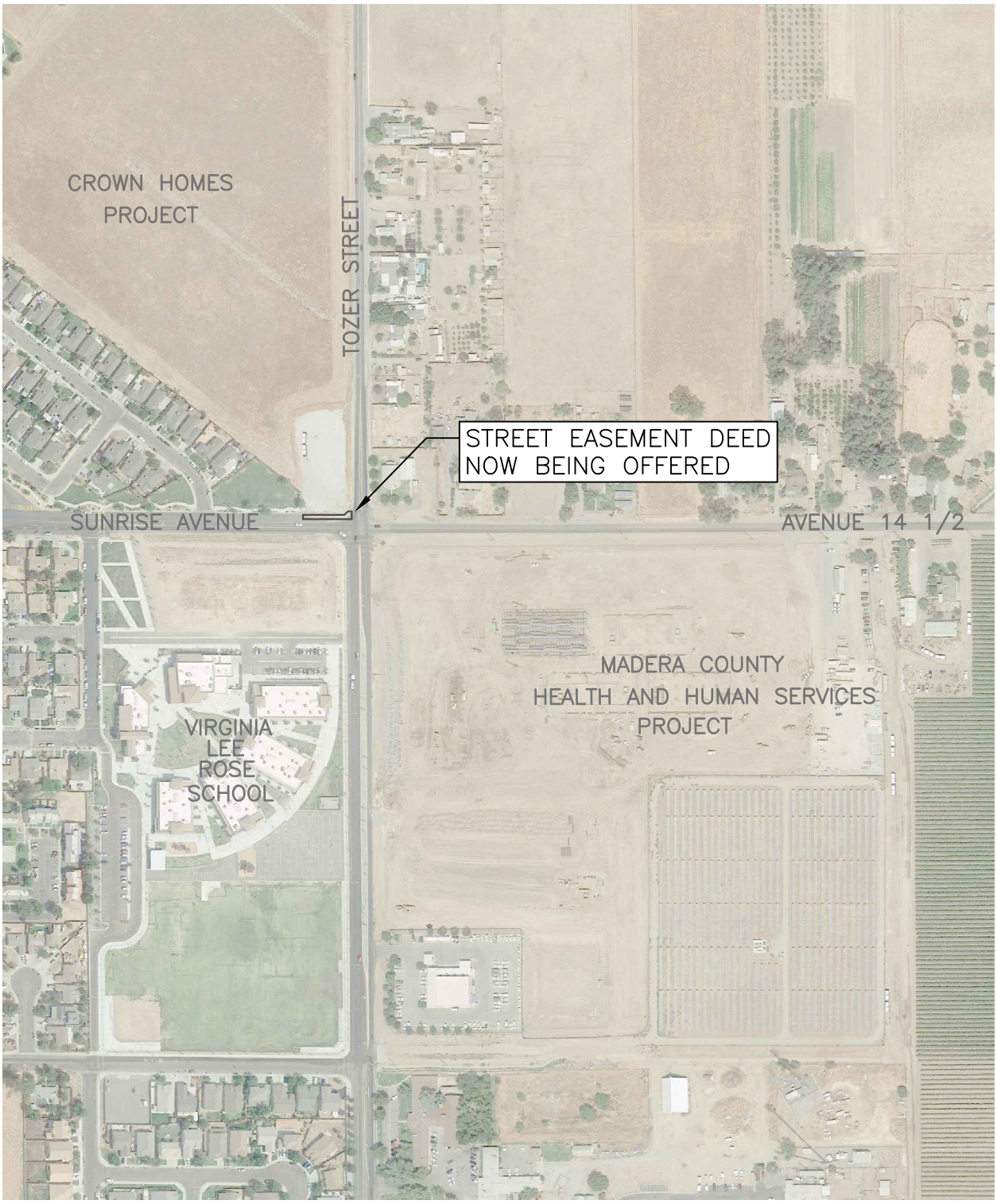
SHEET No. 1 OF 1 SHEET

S:\2019\LDC19008\Surveys\Record Data\Deeds\TR 39-5-03 - DEED FOR PUBLIC STREET PURPOSES.dwg

ATTACHMENT 2

LOCATION MAP

LOCATION MAP



CITY OF MADERA
ENGINEERING DEPARTMENT
205 W. 4TH STREET
MADERA, CA 93637

STREET
EASEMENT DEDICATION

DR BY: EP
CH BY: KH
DATE: 08/29/19
SCALE: NTS
SHT 1 OF 1

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: September 4, 2019

Agenda Number: B-7

SUBJECT: **Consideration of a Resolution Approving an Agreement with the California Department of Transportation (Caltrans) for the Positive Location of Underground Utilities along State Route 145 from Pecan Avenue to 6th Street and Authorizing the City Engineer to Approve and Execute Future Positive Location of Underground Utilities Agreements**

RECOMMENDATION:

Staff recommends that the City Council (Council) adopt a resolution:

1. Approving an Agreement with Caltrans for Positive Location of Underground Utilities along State Route 145 from Pecan Avenue to 6th Street and
2. Authorizing the City Engineer to approve and execute this and future Positive Location of Underground Utilities Agreements

SUMMARY:

Caltrans plans to improve pedestrian facilities along State Route 145 from Pecan Avenue to 6th Street by upgrading existing curb ramps to be in compliance with the Americans with Disabilities Act (ADA).

Part of Caltrans' planning and preliminary engineering process require the determination of the location of existing underground facilities. Prior to conducting such investigations to determine the location of those facilities, Caltrans requires the City of Madera (Owner) of the utilities to enter into an agreement.

DISCUSSION:

The Agreement is in the form required by Caltrans. Staff tried to get Caltrans to use an encroachment permit but Caltrans did not agree.

Caltrans will conduct positive location of underground utilities by potholing methods to determine the horizontal and vertical location of the water, sanitary sewer, storm drainage pipes, and other utilities owned by the City of Madera.

Because the Agreement is tantamount to an encroachment permit, staff is recommending that the City Engineer be authorized to approve and execute future such agreements.

FINANCIAL IMPACT:

There are no identified impacts to the General Fund. All work and costs described in the agreement will be borne by Caltrans.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The actions of Caltrans support Strategy 138: ADA Compliance – Establish and enforce Americans with Disabilities Act standards in public facilities throughout the community.

ALTERNATIVES:

1. Council has the option not to approve the agreement. This will result in the requirement by Caltrans that the City perform the potholing at the City's cost

ATTACHMENTS:

1. Resolution
2. Agreement
3. Project area map

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE POSITIVE LOCATION OF UNDERGROUND UTILITIES ALONG STATE ROUTE 145 FROM PECAN AVENUE TO 6TH STREET AND AUTHORIZING THE CITY ENGINEER TO APPROVE AND EXECUTE THIS AND FUTURE POSITIVE LOCATION OF UNDERGROUND UTILITIES AGREEMENTS

WHEREAS, the California Department of Transportation (Caltrans) plans to improve pedestrian facilities along the State Route 145 from Pecan Avenue to 6th Street by upgrading existing curb ramps to be in compliance with the Americans with Disabilities Act (ADA); and

WHEREAS, Caltrans must determine the horizontal and vertical location of existing underground facilities owned by the City, by conducting a Positive Location of Underground Utilities also called positive potholing; and

WHEREAS, an agreement for the positive location of underground utilities prepared by Caltrans needs to be executed by both parties (Caltrans and City) pursuant to the provisions of Section 680.5 and 707.5 of the Streets and Highways Code, of which a copy is on file with the City Clerk;

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 approves the Agreement for the Positive Location of Underground Utilities between Caltrans and City of Madera as described above a copy of which is attached hereto as Exhibit.

3. The City Engineer is authorized to execute the above-reference agreement to approve future Location of Underground Utilities Agreements

4. This Resolution is effective immediately upon adoption.

****

One Time Only

AGREEMENT FOR THE POSITIVE LOCATION OF UNDERGROUND UTILITIES

Date: _____

PARTIES: City of Madera

1. State of California, acting by and through the Department of Transportation ("Department"). "Department" includes the Department, its officers, agents, employees and contractors.

2. City of Madera ("Owner"). "Owner" includes the Owner, its officers, agents, employees and contractors.

RECITALS:

A. Owner owns, operates or maintains underground utility facilities in the State of California.

B. In order to facilitate the planning, design and construction of Department's projects and to ensure the safety of the traveling public, the horizontal and vertical location and/or apparent visual condition of underground utilities must periodically be confirmed. These activities and their results are known as "positive location," and are commonly referred to as "potholing." Where referred to in this agreement, such positive location operations include, but are not limited to: vacuum excavation, electronic detection, probing, and external and internal video inspection.

C. In general, utility owners have been responsible for performing such positive location activities, with the cost of such activities apportioned as provided by California Law, Master Contracts or Department's Policies.

D. Department's needs frequently require the positive location of underground utilities more expeditiously than Owner can readily or economically provide.

E. Department is willing to assume control of the operation and cost of such positive location of underground utilities on a test basis to facilitate Department's needs from time to time as provided herein, and to determine if assuming the cost and operation of this work creates sufficient benefit to the Department to justify continuing the practice.

THEREFORE:

1. This agreement is made and executed by the parties hereto pursuant to the provisions of Sections 680.5 and 707.5 of the Streets and Highways Code. It shall govern exclusively the determination of the obligations and costs to be borne by each party hereto in regard to work described herein in lieu of determination under the provisions of Sections 673, 680 and 700 to 707, inclusive, of said Streets and Highways Code, as now or hereafter existing, or under any other laws applicable to said subject matter. This agreement shall apply to the location described below:

   Project I.D.: 0617000164 **County:** Madera **Route:** 145 **P.M.** 8.06/9.6

   Project Description: The project proposes to upgrade/install ADA curb ramps and sidewalks.

   This agreement is not intended to, and shall not, establish any precedent, principle, rule or guide to interpretation, as between the parties hereto after its termination or as between either of the parties hereto and any third party at any time, and may be terminated at any time as provided herein.

2. The work to be performed under this agreement is limited to the work necessary to positively determine the horizontal and vertical location and or apparent visual condition of the Owner's utility facilities with the degree of accuracy necessary to meet the Department's requirements. All work under this agreement shall be preceded by the delivery of a written notification to Owner by Department.

3. This agreement does not apply to the relocation, rearrangement, removal or protection of utility facilities.

4. When the work described in this agreement is performed by the Department, the cost of the work shall be borne by the Department. The Owner shall provide confirmation in the field of the identity and typical characteristics (including size, material, contents, pressure or capacity) of Owner's exposed utility facility and related activities, including, but not limited to, inspection services at no expense to the Department, in accordance with the Department's time schedule.

5. It is anticipated that the work described in this agreement will be performed by the Department through the services of a contractor. In those instances when the Department chooses not to perform the work, the Department will issue a "Notice to Owner" ordering the Owner to diligently perform the work in accordance with Department's reasonable time schedule included in the Notice to Owner, and the Department will bear the cost of the work per separate agreement if the work is completed within the Department's time schedule. The Owner shall allocate sufficient staff and resources to meet all schedules established for the project design and construction work. Should the Owner not meet Department's schedule, Department shall have the right and option to perform such work to maintain Department's schedule.

6. The Owner may choose to perform certain positive location work itself, provided the Owner delivers written notification to Department of Owner's intention within 30 days of the Department's Notice to Owner. When the Owner so elects to perform such work, the cost of the work shall be borne by the Department in the same amount as the unit cost for such work by the Department's contractor for the District area. If no such contract exists at the time, cost shall be the most recent such contract cost for the District area. Department will issue a Notice to Owner ordering the Owner to diligently perform the work in accordance with Department's reasonable schedule included in the Notice to Owner. The Owner shall allocate sufficient staff and resources to meet all schedules established for the project design and construction work. Should the Owner not meet Department's schedule, Department shall have the right and option to perform such work to maintain the Department's schedule.

7. It is intended that all work under this agreement performed by the Department shall be performed using the vacuum extraction method, hand excavation or comparable methods acceptable to the Owner and the Department. Electronic detection may also be used in conjunction with, and when confirmed by, vacuum extraction at the Department's option. Other machine methods may only be used to remove paving materials. Machine methods used by the Department for any other purpose will require the concurrence and on-site observation of Owner.

8. Owner grants to Department, immediately upon receipt of notification, in accordance with the Department's time schedule, permission to perform positive location of Owner's facilities within Owner's private rights of way, wherever located. Owner retains the right to require reasonable controls and restrictions. Such controls and restrictions shall be promptly reported to the Department in writing.

9. Upon the completion of the work performed under this agreement, Department shall restore the work site to substantially the same condition as existed when the work commenced.

10. To the extent permitted by law, Department shall defend, indemnify and hold Owner harmless from any death, injury, or property claim made by any person, which materially arises from work performed by the Department, its employees, agents and contractors pursuant to this agreement. Owner shall defend, indemnify and hold Department harmless from any death, injury, or property claim made by any person, which materially arises from work performed by the Owner, its employees, agents and contractors pursuant to this agreement.

11. This agreement supersedes and replaces any previous agreement between the properties, or portions thereof, regarding positive location activities ("potholing").

12. This agreement may be amended, changed or altered by mutual consent of the parties hereto in writing.

13. This agreement may be terminated by either party upon ninety (90) days written notice.

14. Time shall be of the essence of this agreement.

15. This agreement can only be executed by the HQ Office Chief of Utility Relocations.

City of Madera

_____ _____

By: Date
Keith B. Helmuth, PE
City Engineer

State of California, Department of Transportation

_____ _____

By: Tiaira T. Moering, Chief Date
Office of Railroads and Utility Relocations
Division of Right of Way and Land Surveys
California Department of Transportation

DISTRIBUTION:
1 – HQ Right of Way, Office of Utilities & Organizational Development
1 – District
1 – Utility Owner

LOCATION MAP
CALTRANS POSITIVE LOCATION OF UNDERGROUND UTILITIES (POTHOLING)

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: September 4, 2019

Agenda Number: B-8

SUBJECT: **Consideration of a Resolution Approving Funding Amendment Appropriating $176,334 to the City of Madera Fiscal Year (FY) 2019/20 Capital Projects Budget for the Construction of Sunset Avenue Sidewalk and Safety Improvements Pine Street to Double Tree Way, Federal Project No. HSIPL – 5157 (111), City Project No. R-66 (RE-BID)**

RECOMMENDATION:

Staff recommends that City Council (Council) adopt a Resolution authorizing a funding amendment appropriating $176,334 to FY 2019/20 Capital Projects Budget for the Construction of Sunset Ave Sidewalk and Safety Improvements Pine Street to Double Tree Way, Federal Project No. HSIPL – 5157 (111), City Project No. R-66 (Project).

SUMMARY:

The funding amendment for the Project consists of additional Highway Safety Improvements Program (HSIP) funds granted to the City of Madera (City). The total additional funds granted for construction is $176,334.

In mid-July, the City received five bids for the Sunset Avenue Sidewalk and Safety Improvements Pine Street to Double Tree Way. Clean Cut Landscape, Inc. submitted the lowest responsive and responsible bid that meets the contract requirements and therefore, was awarded at the Council meeting on August 7, 2019 for the construction of the Project.

DISCUSSION:

The proposed Project will provide concrete improvements for portions of Sunset Avenue between Pine Street and Schnoor Avenue within the City. The work consists of furnishing all labor, materials, and equipment necessary to perform all operations for installing ADA compliant sidewalk, drive approaches, and curb ramps along Sunset Avenue from Schnoor Avenue to Double Tree Way and installation of pedestrian median refuge from Pine Street to Willis Avenue.

BACKGROUND:

On April 30, 2019, the City received four bids in response to the City's Request for Proposal (RFP) for the project. The low bidder at the time did not meet the Disadvantaged Business Enterprises (DBE) goal and did not submit adequate Good Faith Effort documentation relating to DBE participation, resulting in the rejection of their bid. The second low bidder submitted all the required documents, however the difference in price between the low bidder and bidders two through four were significantly higher. Given the variation in price and insufficient funds to pay for the project, staff recommended, and the Council elected to reject all bids at its May 15, 2019 meeting in accordance with Government Code 20166.

Upon thorough review of the bid proposals, the City identified several bid items that were substantially higher than previous bids relating to comparable work. Prior to re-advertising the Project, the Plans and Specifications were updated to further clarify items that may have resulted in the bids to be higher than anticipated.

While Project Plans and Specifications were being updated, the City reached out to the HSIP administering agency (Caltrans) requesting additional HSIP funding due to bids coming in substantially higher than anticipated. On July 13, 2019, the City received confirmation from Caltrans that additional HSIP funding was approved and will be allocated for this Project at a maximum of 90 percent HSIP funds with a minimum 10 percent local match once the project is awarded.

The project was re-advertised on June 15, 2019. The City received five responses which were reviewed for accuracy against bidding requirements of the specifications and for validity of licenses and bid security. Clean Cut Landscape, Inc. submitted the lowest responsive and responsible bidder. The Council awarded the Project to Clean Cut landscape, Inc. at its meeting on August 7, 2019 in the amount of $408,441.05.

Based on the allowance for the 90 percent of project being HSIP funds, the total additional HSIP funds granted to the City is $176,334.

FINANCIAL IMPACT:

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

Funding for the project is programmed in FY 2018/19 budget to include HSIP, Local Transportation Fund (LTF) and Measure T Environmental/Bike/Pedestrian Enhancement. Approximately $176,334 is anticipated to be released back to the City's LTF account, upon receiving the revised HSIP funding allocation from Caltrans.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

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

ALTERNATIVES:

City Council may choose to reject the additional HSIP Funding Allocation. The rejection of allocating the additional funds would result in using the $176,334 from the LTF Funds allocated for this project.

ATTACHMENTS:

1. Resolution

Attachment 1

Resolution

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING FUNDING AMENDMENT APPROPRIATING $176,334 TO THE CITY OF MADERA FY 2019/20 CAPITAL PROJECTS BUDGET FOR THE CONSTRUCTION OF SUNSET AVENUE SIDEWALK AND SAFETY IMPROVEMENTS PINE STREET TO DOUBLE WAY, FEDERAL PROJECT NO. HSIPL – 5157 (111), CITY PROJECT NO. R-66 (RE-BID)

WHEREAS, Project comprised of the Construction of Sunset Avenue Sidewalk and Safety Improvements Pine Street to Double Tree Way, Federal Project No. HSIPL – 5157 (111), City Project No. R-66, hereinafter called the "Project", is included in the proposed FY 2019/20 Budget for Capital Projects;

WHEREAS, on July 18,2019 the City issued a Request for Proposal for the Project; and

WHEREAS, in response to the RFP, the City received five responses; and

WHEREAS, City staff recommended and the City Council of the City of Madera selected August 7,2019; and

WHEREAS, additional funds are necessary for the construction phase of the Project; and

WHEREAS, additional funding in the amount of $176,334 has been approved by the Grantor

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 FY 2019/20 Capital Projects Budget is hereby amended in accordance with Exhibit A, which is incorporated by reference herein.

3. The City Clerk is authorized and directed to forward a 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.

* * * * * * * *

EXHIBIT A

CITY OF MADERA

Resolution 19 - _____

Sunset Ave Sidewalk and Safety Improvements Pine Street to Double Tree Way
Federal Project No. HSIPL - 5157, City Project No. R-66

ORG CODE	OBJECT CODE	PROJECT CODE	DESCRIPTION	ALREADY APPROPRIATED AS PART OF CONSTRUCTION APPROVAL (+)	(-)
Highway Safety Improvement Program 41705080					
41705080	7050	R-000066	Installation of Pedestrian Medians and ADA Sidewalks	176,334.00	
41705080	4493		HSIP Grant		176,334.00
				176,334.00	**176,334.00**

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Groundwater Sustainability Agency

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: September 4, 2019

Agenda Number: C-1

SUBJECT: **Public Hearing and Update on the Status of the Groundwater Sustainability Plan (GSP)**

RECOMMENDATION:

Staff recommends that the City Council (Council), acting as the Groundwater Sustainability Agency (GSA):

- Receive GSP status update provided by Greg Young from the firm of Tully & Young, Inc. (TYI).
- Receive public comment and provide input and suggested modifications to the draft GSP.

SUMMARY:

The City of Madera (City) is one of seven agencies that have established a Groundwater Sustainability Agency (GSA) within the boundaries of Madera Groundwater Subbasin pursuant to the 2014 Sustainable Groundwater Management Act (SGMA). Four of those GSAs, including the City, County of Madera (County), Madera Irrigation District (MID), and Madera Water District (MWD), prepared the *Madera Subbasin Joint Groundwater Sustainability Plan* (Joint GSP).

The Joint GSP has been prepared in compliance with the Sustainable Groundwater Management Act (SGMA), which requires GSAs to achieve groundwater sustainability in the subbasin by 2040. Combined, the Joint GSP GSAs are responsible for approximately 95 percent of the Madera Subbasin. Preparation of the Joint GSP was funded primarily through a State grant with additional staff and resources provided from each GSA.

The Joint GSP is available for review by the public and the Council through November 11, 2019, and can be viewed either as a hard copy at the City Clerk's office or downloaded from: www.maderacountywater.com/maps/madera-subbasin/.

The remaining three GSAs have each prepared separate GSPs, which as required by SGMA, collectively cover the entire Madera Subbasin.

DISCUSSION:

The Sustainable Groundwater Management Act of 2014 (SGMA) offered local entities an opportunity to draft and implement plans to address their prevalent groundwater overdraft conditions. SGMA required the formation of GSAs, often tied to already-established governing boundaries such as the City's or a local irrigation district. The GSAs are required to prepare a GSP that details how groundwater sustainability will be achieved for the entire subbasin by 2040 and adopt and begin implementing the GSP by January 30, 2020.

The four GSAs will adopt or amend the Joint GSP after public hearings held following the close of the public review period. Once adopted, the Joint GSP will govern sustainable groundwater management actions within each GSA's jurisdictional boundaries located in the Madera Subbasin. The four GSAs will jointly submit the Joint GSP prior to the regulatory deadline of January 31, 2020 to the California Department of Water Resources (DWR) for review and approval.

The purpose of the Joint GSP is:

- To characterize groundwater conditions in the Madera Subbasin
- Evaluate and report on conditions of overdraft, establish sustainability goals
- To describe programs and management actions the GSAs will implement to achieve sustainable groundwater management by 2040

This GSP also serves to comply with DWR's requirements that the Madera Subbasin GSAs prepare, adopt, and implement a plan "*consistent with the objective that a basin be sustainably managed within 20 years of Plan implementation without adversely affecting the ability of an adjacent basin to implement its Plan or achieve and maintain its sustainability goal over the planning and implementation horizon*" as defined in the California Code of Regulations Title 23 (CCR), Section 350.4 (f) that details the requirements and components of the Joint GSP.

The Joint GSP also includes a formal Coordination Agreement (Agreement), currently at a draft stage, with the three other GSAs in the Madera Subbasin who are each preparing individual GSPs. Those GSAs include Gravelly Ford Water District GSA, Root Creek Water District GSA, and New Stone Water District GSA. These three individual GSPs, in combination with the Joint GSP and the Agreement, address sustainability for the entire Madera Subbasin.

While the Joint GSP contains a number of projects and programs to achieve sustainability, most fall within the purview of the County and MID – the predominant groundwater users in the subbasin. The City's projects are relatively minor and include:

- Completion of water meter installations.
    - Staff estimates that approximately 300 meters remain to be installed, bringing the total number of meters to approximately 13,900.
    - The meter program has resulted in reduced use of groundwater, dropping the City's previous average gallons per capita per day use from over 200 gallons to about 120. This has also reduced the consumption of groundwater (e.g. from reduced outdoor use).

- Implementation of the Berry Basin, a joint recharge project between the City and MID, which is complete and operational. This project anticipates an average groundwater benefit for the City of 24 acre-feet per year.

- Switching irrigated agriculture within the City limits that also lies in the MID service area from groundwater to MID surface supplies. This particular action is not specifically detailed as a project in the draft document but would result in less reliance on groundwater for land-uses within the City GSA if implemented at a later date. Currently, about 1,500 acres are actively irrigated within the City limits, consuming about 3,800 acre-feet per year of groundwater.

In addition to specific projects and programs to achieve sustainability, the Joint GSP also commits all of the GSAs to long-term monitoring and reporting specified by SGMA. The City will share in these costs.

At present, costs are conservatively estimated for each GSA and detailed in Chapter 5 of the Joint GSP. For the City, these conservatively-high estimated costs could range from $500,000 to $1,000,000, or about $100,000 to $200,000 per year. However, as with any new mandate, the actual costs to satisfy the SGMA regulations are uncertain. The City and the other GSAs in the subbasin will coordinate and cooperate to share costs where appropriate, and to minimize any redundancies.

FINANCIAL IMPACT:

No actions will be taken as a result of this report and there are no impacts to the General Fund at this time. However, the presentation will discuss aspects of the Joint GSP that are anticipated to have financial impacts on various City funds in the near future.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended action supports the Well-Planned Community Vision Statement. "Sound

planning helps Madera celebrate its past, balance its present with available resources and infrastructure and anticipate its future with coordinated planning and interagency cooperation guided by a shared vision." Where Strategy 434 is directly related: "Ensure continued water supplies to meet the demands of all Madeirans through innovative reclamation, conservation and education on water-use."

ALTERNATIVES:

This report does not include items that would be associated with possible alternatives.

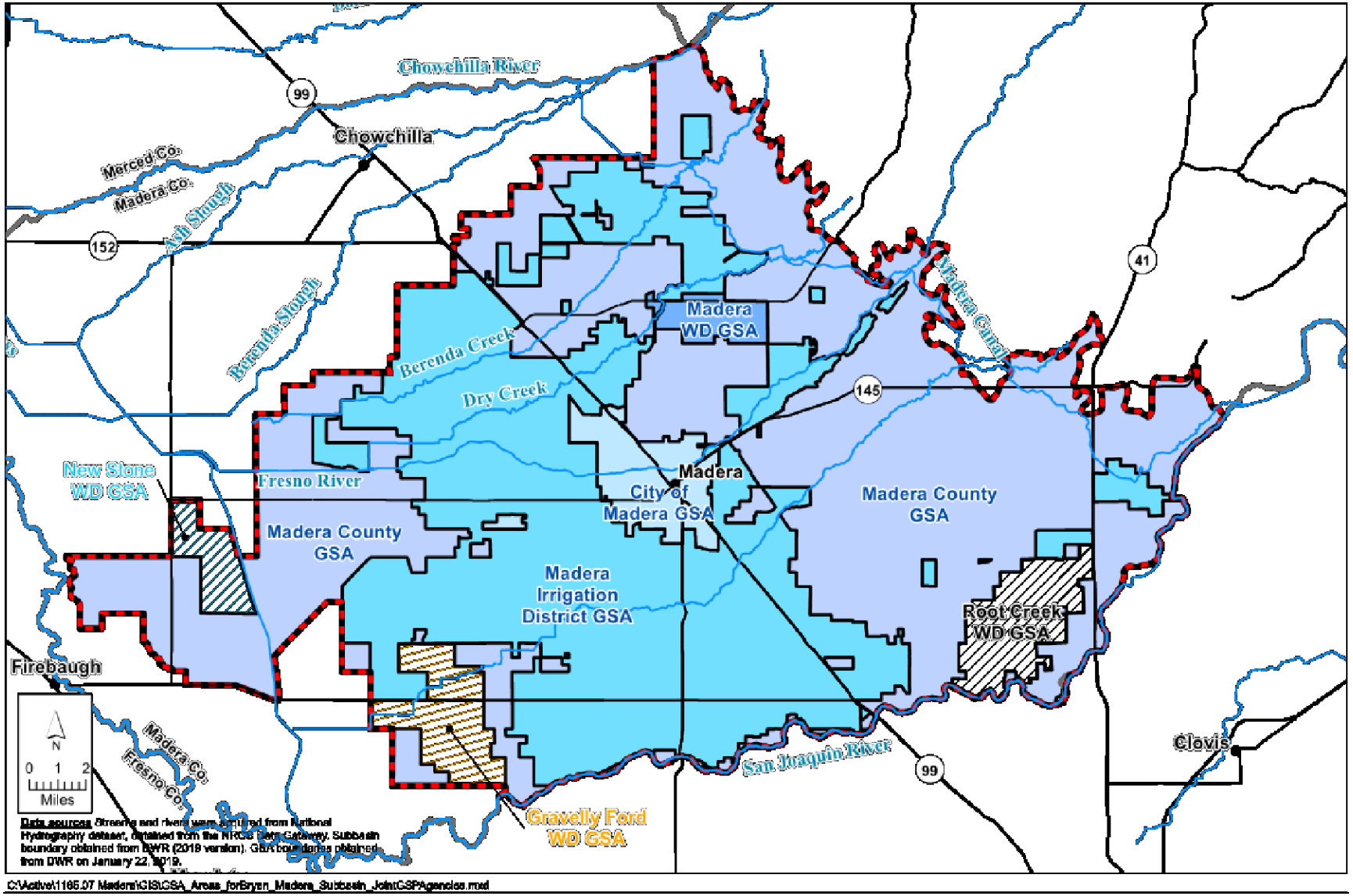
ATTACHMENTS:

1. Figure 1 - Madera Subbasin GSA Boundary Map

Attachment 1

Madera Subbasin GSA Boundary Map

Figure 1 – Madera Subbasin GSA Boundary Map



RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: September 4, 2019
Agenda Number: C-2

SUBJECT: Consideration of Initiation of Annexation into CFD No. 2005-01:

(1) A Resolution Adopting a Boundary Map Showing the Territory Proposed for Annexation to City of Madera Community Facilities District No. 2005- 01.

And

(2) A Resolution Declaring the City's Intention to Authorize the Annexation of Territory into City of Madera Community Facilities District No. 2005-01.

RECOMMENDATION:

After reviewing the above-referenced resolutions and accompanying documents, it is recommended that the City Council adopt the resolutions so that the territory proposed for annexation into the City's Community Facilities District 2005-01 can proceed to completion.

SUMMARY:

The attached resolutions will begin the proceedings for the annexation of the development projects known as Tract 19-S-01, Tract 19-S-02, and Tract 19-S-03 (the "Project") into Community Facilities District 2005-01 (the "CFD 2005-01"). The conditions of approval for the Project require it to annex into CFD 2005-01, which was established as an annexable district to provide funding to offset the increased cost for public safety, open space, and parks maintenance created by new development.

DISCUSSION:

By Resolution No. 05-334, the City Council established CFD 2005-01, a Mello Roos Community Facilities District with the intention that future development within the City of Madera (the

"City") would annex into this district. The special taxes collected from the property owners within the district are used for the funding of police and fire protection services, storm drain infrastructure maintenance and operations, and park maintenance. Property owner assessments are paid as a component of the property tax collection process. As was originally envisioned with the establishment of the CFD, future residential projects not included in the initial formation process are required to go through an annexation process in order to be included in CFD 2005-01. Projects may be annexed one at a time, or in a group if they are ready at the same time.

Three projects make up Annexation No. 6. Tract 19-S-01, Tract 19-S-02, and Tract 19-S-03 are owned by Joseph Crown Construction and Development, Inc. The Project includes the development of approximately 249 single-family residential units and two non-residential lots. The boundaries of the Project consist of the area within assessor's parcel numbers 012-411-001, 012-422-037, 008-180-001, 008-180-002, 008-180-003, and 008-180-004 as depicted on Attachment 1.

Project Name	Owner	Lots	Location
Tract 19-S-01	Joseph Crown Construction and Development, Inc.	88	Stadium Rd. / Almond Ave.
Tract 19-S-02	Joseph Crown Construction and Development, Inc.	28	Stadium Rd. / St. Julien Dr.
Tract 19-S-03	Joseph Crown Construction and Development, Inc.	135	Tozer St. / Sunrise Ave.

The two attached resolutions represent the first steps that must be taken in the annexation process. The first resolution adopts a boundary map depicting the territory that is proposed for annexation. The second resolution declares the City's intention to annex the proposed territory into CFD 2005-01. The resolution also establishes October 16, 2019, as the public hearing date for the final consideration of the annexation of the property into CFD 2005-01. See Attachment 1 to view a map of the subdivision. As with all residential subdivisions, conditions of approval for the subdivision require annexation into CFD 2005-01 prior to recordation of the final subdivision map. This will comprise the sixth annexation. See Attachment 2 for a history of annexations into CFD 2005-01.

FINANCIAL IMPACT:

The 2019/20 Fiscal Year CFD 2005-01 assessment for single family residential development is approximately $467.18 per home. Based on this figure, the estimated annual revenue that will be received by the City (Fund 4800) for all 249 homes in Annexation #6 will be $116,328. Because CFD 2005-01 includes an annual CPI adjustment, this amount will grow over time. The process for annexation is funded by the developer and no General Fund monies are used for this effort.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The proposed action is not specifically addressed as part of the plan, is not in conflict with the plan, but rather is sympathetic of the underlying principles of the Vision 2025 Plan.

ALTERNATIVES:

The City Council adopted Ordinance C.S. 792, which established the district and its special tax structure, on December 7, 2005. The Council could, at its discretion, consider alternative methods for funding the necessary services that are demanded by residential development and supported by CFD 2005-01. Amendment of Ordinance C.S. 792 would be required.

ATTACHMENTS:

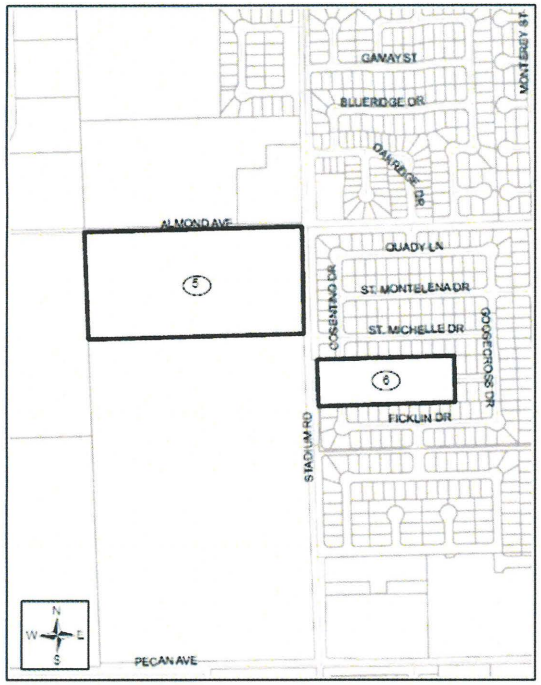
1. Tract 19-S-01, Tract 19-S-02, Tract 19-S-03 Subdivision Map
2. CFD 2005-01 Annexation Map
3. Rate and Method of Apportionment
4. Resolutions

Attachment 1

SHEET 1 OF 1

ANNEXATION MAP NO. 6
COMMUNITY FACILITIES DISTRICT NO. 2005-01

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA



Legend

- Annexation Parcel
- (1) Map Reference Number

1 in = 400 feet

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	008-180-001
2	008-180-002
3	008-180-003
4	008-180-004
5	012-411-001
6	012-422-037

FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF_____, 20__.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION MAP NO. 6 OF COMMUNITY FACILITIES DISTRICT NO. 2005-01, CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MADERA AT A REGULAR MEETING, THEREOF, HELD ON THE _____ DAY OF _____, 20__, BY ITS RESOLUTION NO. _____.

_____
CITY CLERK
CITY OF MADERA

FILED THIS _____ DAY OF _____, 20__, AT THE HOUR OF _____ O'CLOCK ____.M. IN BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AND INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF MADERA, STATE OF CALIFORNIA.

_____
COUNTY RECORDER
COUNTY OF MADERA
STATE OF CALIFORNIA

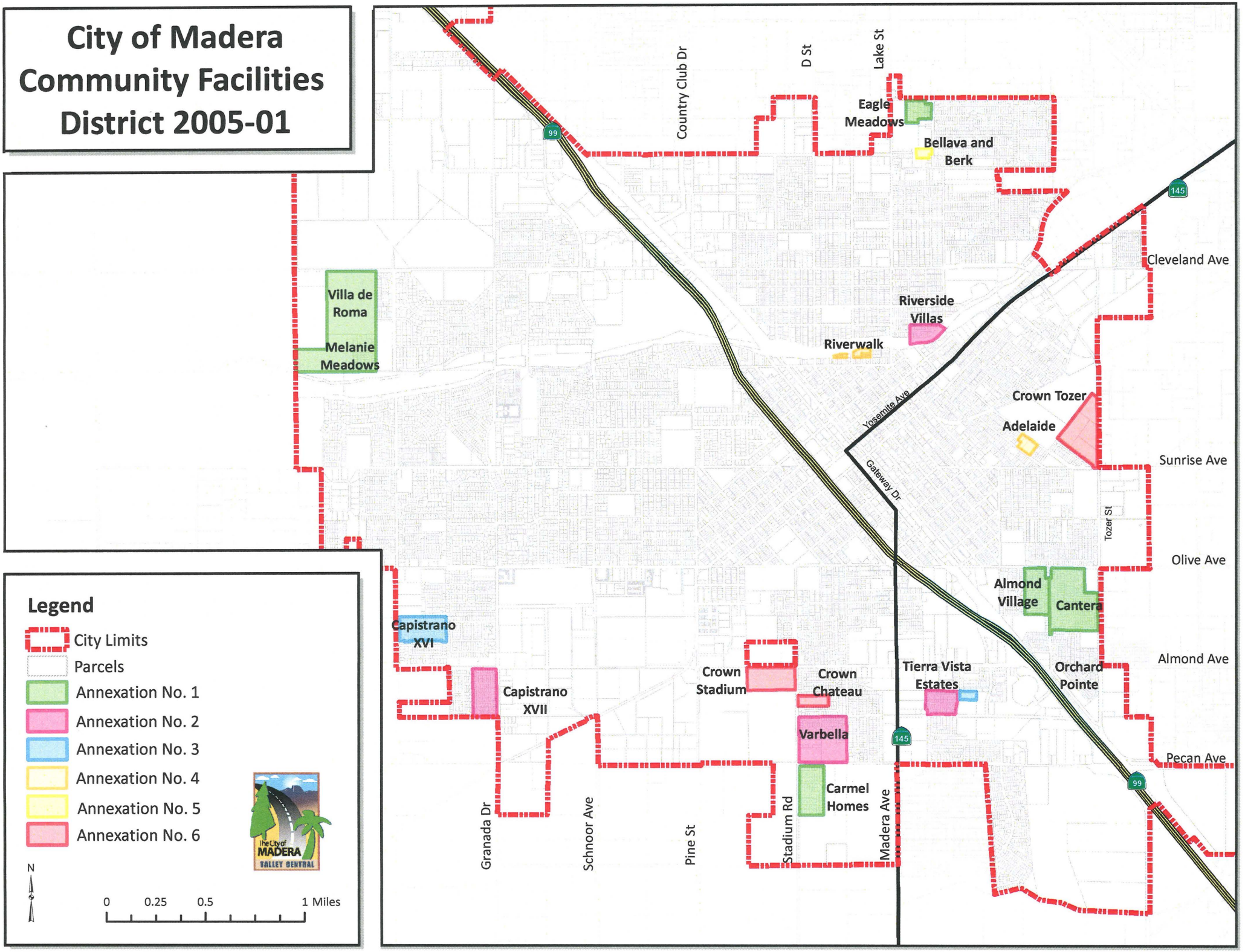
REFERENCE IS MADE TO THAT BOUNDARY OF COMMUNITY FACILITIES DISTRICT NO. 2005-01 OF THE CITY OF MADERA RECORDED WITH THE MADERA COUNTY RECORDER'S OFFICE ON OCTOBER 7, 2005, IN BOOK 4 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT ON PAGES 42 THROUGH 45.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE MADERA COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE MADERA COUNTY ASSESSOR'S MAP SHALL GOVERN FOR ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

WILLDAN

City of Madera Community Facilities District 2005-01



Attachment 3

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax of Community Facilities District No. 2005-01 of the City of Madera (the "District") shall be levied on all Assessor's Parcels in the District and collected each Fiscal Year commencing Fiscal Year 2006-07 in an amount determined by the City through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the District, unless exempted by law or by the provisions hereof shall be taxed for the purposes, to the extent and in the manner herein provided.

DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map, other final map, other parcel map, other condominium plan, or functionally equivalent map or instrument recorded in the Office of the County Recorder. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Titles of the Government Code of the State of California, as amended, which authorizes the establishment of the District to finance: a) police protection services, and b) fire protection and suppression services, c) park maintenance, d) storm drainage system operation and maintenance and other services as defined herein including but not limited to ambulance and paramedic services.

"Administrative Expenses" means the actual or estimated costs incurred by the City as administrator of the District to determine, levy and collect the Special Taxes, including the proportionate amount of the salaries and benefits of City employees whose duties are directly related to administration of the District and the fees of consultants, legal counsel, the costs of collecting installments of the Special Taxes upon the general tax rolls, preparation of required reports; and any other costs required to administer the District as determined by the City.

"Annual Escalation Factor" means the greater of the increase in the annual percentage change of the All Urban Consumers Consumer Price Index (CPI) or three percent (3%). The annual CPI used shall be for the area of San Francisco-Oakland-San Jose, CA as reflected in the then-current April update. The annual CPI used shall be as determined by the United States Department of Labor, Bureau of Labor Statistics, and may be obtained through the California Division of Labor Statistics and Research (www.dir.ca.gov/dlsr). If the foregoing index is not available, the District Administrator shall select a reasonably comparable index.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by assessor's parcel number.

"Base Year" means Fiscal Year ending June 30, 2007.

"City" means the City of Madera.

"Council" means the City Council of the City of Madera, acting as the legislative body of the District. "County" means the County of Madera, California.

"**Developed Multi-Family Residence"** means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing a residential structure consisting of two or more residential units that share common walls, including but not limited to, duplexes, triplexes, town homes, condominiums, and apartment units.

"**Developed Property"** means all Taxable Property, exclusive of Property Owner Association Property, Non-Residential Property, or Public Property, for which a building permit was issued after January 1, 2005, and prior to May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"**Developed Single-Family Residence"** means all Assessor's Parcels of Developed Property for which a building permit(s) has been issued for purposes of constructing one single-family residential dwelling unit.

"District Administrator" means an official of the City, or designee thereof responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"District" means Community Facilities District No. 2005-01 of the City of Madera.

"Entitled Property" means an Assessor's Parcel and/or Lot in the District, which has a Final Map recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied, but for which no building permit has been issued prior to the May 1st preceding the Fiscal Year in which the Special Tax is being levied. The term "Entitled Property" shall apply only to Assessors' Parcels and/or Lots, which have been subdivided for the purpose of residential development, excluding any Assessor's Parcel that is designated as a remainder parcel determined by final documents and/or maps available to the District Administrator.

"Final Map" means an Assessor's Parcel Map, a final subdivision map, other parcel map, other final map, other condominium plan, or functionally equivalent map that has been recorded in the Office of the County Recorder.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Land Use Class" means any of the classes listed in Table 1.

"Lot" means property within a recorded Final Map identified by a lot number for which a building permit has been issued or may be issued.

"Maximum Special Tax" means the maximum Special Tax, determined in accordance with Section C below that can be levied in the District in any Fiscal Year on any Assessor's Parcel.

"Non-Residential Property" means all Assessors' Parcels for which a building permit(s) has been issued for a non-residential use and does not contain any residential units as defined under Developed Single Family Residence or Developed Multi-Family Residence.

"Property Owner Association Property" means any property within the boundaries of the District that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to a property owner association, including any master or sub- association.

"Proportionately" means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels within each Land Use Class.

"Public Property" means any property within the boundaries of the District that is, at the time of the District formation or at the time of an annexation, expected to be used for rights-of-way, parks, schools or any other public purpose and is owned by or irrevocably offered for dedication to the federal government, the State, the County, the City or any other public agency.

"Service Costs" means the estimated and reasonable costs of providing police protection services and fire protection and suppression services, including but not limited to (i) the costs of contracting services, (ii) equipment, vehicles, ambulances and paramedics, fire apparatus, supplies, (iii) the salaries and benefits of City staff that directly provide police protection services and fire protection and suppression services and other services as defined herein, respectively, (iv) City overhead costs associated with providing such services within the District, (v) park maintenance, and (vi) storm drainage system operation and maintenance. On each July 1 following the Base Year, the increases attributed to salaries and benefits shall be calculated and limited to the increase based on the Annual Escalation Factor. The Special Tax will finance Services that are in addition to those provided in or required for the territory within the District and will not be replacing Services already available. The Special Tax provides only partial funding for police services, fire suppression and protection services, park maintenance, and storm drainage system operation and maintenance.

"Special Tax" means the Special Tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections C and D, below.

"Special Tax Requirement" means that amount required in any Fiscal Year for the District to: (i) pay for Service Costs; (ii) pay reasonable Administrative Expenses; (iii) pay any amounts required to establish or replenish any reserve funds; and (iv) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less any surplus of funds available from the previous Fiscal Year's Special Tax levy.

"State" means the State of California.

"**Property"** means all of the Assessor's Parcels within the boundaries of the District and any future annexation to the District that are not exempt from the Special Tax pursuant to law or as defined herein.

"Tax Exempt Property" means an Assessor's Parcel not subject to the Special Tax. Tax- Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, (iii) Non-Residential Property, and (iv) property designated by the City or District Administrator as Tax-Exempt Property.

"Undeveloped Property" means, for each Fiscal Year, all Assessor's Parcels of Taxable Property not classified as Developed Property or Entitled Property, including an Assessor's Parcel that is designated as a remainder parcel and is not identified as potential Public Property by any final documents and/or maps available to the District Administrator means any separate residential dwelling unit in which a person or persons may live, which comprises an independent facility capable of conveyance separate from adjacent residential dwelling units and is not considered to be for commercial or industrial use.

ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year using the definitions above, all Taxable Property within the District shall be classified as Developed Property, Entitled Property, or Undeveloped Property. Developed Property shall be further classified as Developed Single-Family Residence or Developed Multi-Family Residence. Commencing with the Base Year and for each subsequent Fiscal Year, all Taxable Property shall be subject to Special Taxes pursuant to Sections C and D below.

1. DEVELOPED PROPERTY

TABLE 1
MAXIMUM SPECIAL TAX FOR DEVELOPED PROPERTY
COMMUNITY FACILITIES DISTRICT NO. 2005-01

Land Use Class	Description	Maximum Special Tax Per Unit[1]
1	Developed Single-Family Residence	$311 per unit
2	Developed Multi-Family Residence	$285 per unit
[1] Maximum Special Tax includes Administrative Expenses		

2. ENTITLED PROPERTY

TABLE 2
MAXIMUM SPECIAL TAX FOR ENTITLED PROPERTY
COMMUNITY FACILITIES DISTRICT NO. 2005-01

Land Use Class	Description	Maximum Special Tax Per Unit[1]
3	Entitled Property	$166 per lot
[1] Maximum Special Tax includes Administrative Expenses		

On each July 1 following the Base Year (i.e., July 1, 2007), the Maximum Special Tax Rates in Table 1 and Table 2 shall be increased in accordance with the Annual Escalation Factor.

3. UNDEVELOPED PROPERTY

No Special Tax shall be levied on Undeveloped Property.

4. TAX-EXEMPT PROPERTY

No Special Tax shall be levied on Tax-Exempt Property.

5. MULTIPLE LAND USE CLASSES

In some instances an Assessor's Parcel may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum

Special Tax levies that can be imposed on all Land Use Classes located on that Assessor's Parcel.

METHOD OF APPORTIONMENT OF SPECIAL TAXES

Commencing with Fiscal Year 2006-07, and for each subsequent Fiscal Year, the District Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement. First, the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Developed Property Proportionately between Developed Single- Family Residence and Developed Multi-Family Residence up to 100% of the applicable Maximum Special Tax. Second, if the Special Tax Requirement has not been satisfied by the first step, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Entitled Property up to 100% of the applicable Maximum Special Tax for Entitled Property.

APPEALS

Any taxpayer that believes that the amount of the Special Tax assigned to an Assessor's Parcel is in error may file a written notice with the District Administrator appealing the levy of the Special Tax. This notice is required to be filed with the District Administrator during the Fiscal Year the error is believed to have occurred. The District Administrator or designee will then promptly review the appeal and, if necessary, meet with the taxpayer. If the District Administrator verifies that the tax should be changed, the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

EXEMPTIONS

No Special Tax shall be levied on Non-Residential Property, Undeveloped Property, Property Owner Association Property or Public Property.

MANNER OF COLLECTION

Special Tax as levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that the District Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the District or as otherwise determined appropriate by the District Administrator.

TERM OF SPECIAL TAX

After the establishment of the District, the City Council may reexamine, if deemed necessary by City Council, the necessity of the continuance of the Special Tax through the preparation of a Fiscal Impact Analysis, otherwise the Special Tax shall be levied in perpetuity.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ADOPTING A BOUNDARY MAP SHOWING TERRITORY PROPOSED FOR ANNEXATION TO CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-01

WHEREAS, the City Council of the City of Madera, California, ("City Council"), formed a Community Facilities District, designated as Community Facilities District No. 2005-01 (hereafter referred to as "CFD No. 2005-01"), pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"); and

WHEREAS, the City Council desires to initiate proceedings to annex certain territory to CFD No. 2005-01; and,

WHEREAS, there has been submitted a map attached as Exhibit A showing the territory proposed to be annexed to CFD No. 2005-01, said area to be designated as Community Facilities District No. 2005-01, Annexation No. 6 (hereafter referred to as "Annexation No. 6").

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Recitals. The foregoing recitals are true and correct and are incorporated by reference.

SECTION 2. Annexation Map. The map showing Annexation No. 6 and to be subject to the levy of a special tax by CFD No. 2005-01 upon the annexation of such territory to CFD No. 2005-01 is hereby approved and adopted. Such map is designated by the name of "Annexation No. 6 to City of Madera Community Facilities District No. 2005-01."

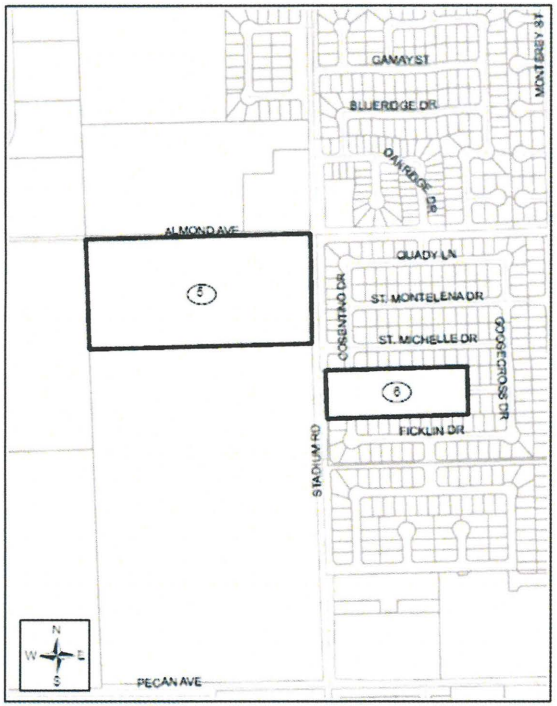
SECTION 3. Certificate. A certificate shall be endorsed on the original and on at least one (1) copy of the map of Annexation No. 6, evidencing the date and adoption of this Resolution, and within fifteen days after the adoption of the Resolution fixing the time and place of the Public Hearing on the intention to annex Annexation No. 6 to CFD No. 2005-01, a copy of said map shall be filed with the correct and proper endorsements thereon with County Recorder, all in the manner and form provided for in Section 3111 of the Streets and Highways Code of the State California

EXHIBIT A

SHEET 1 OF 1

ANNEXATION MAP NO. 6
COMMUNITY FACILITIES DISTRICT NO. 2005-01

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	008-180-001
2	008-180-002
3	008-180-003
4	008-180-004
5	012-411-001
6	012-422-037

Legend

- Annexation Parcel
- (1) Map Reference Number

1 in = 400 feet

FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 20__.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION MAP NO. 6 OF COMMUNITY FACILITIES DISTRICT NO. 2005-01, CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MADERA AT A REGULAR MEETING, THEREOF, HELD ON THE _____ DAY OF _____, 20__, BY ITS RESOLUTION NO. _____.

_____
CITY CLERK
CITY OF MADERA

FILED THIS _____ DAY OF _____, 20__, AT THE HOUR OF _____ O'CLOCK ____.M. IN BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AND INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF MADERA, STATE OF CALIFORNIA.

_____
COUNTY RECORDER
COUNTY OF MADERA
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY OF COMMUNITY FACILITIES DISTRICT NO. 2005-01 OF THE CITY OF MADERA RECORDED WITH THE MADERA COUNTY RECORDER'S OFFICE ON OCTOBER 7, 2005, IN BOOK 4 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT ON PAGES 42 THROUGH 45.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE MADERA COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE MADERA COUNTY ASSESSOR'S MAP SHALL GOVERN FOR ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

WILLDAN

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY (TRACT 19-S-01, TRACT 19-S-02, & TRACT 19-S-03) TO A COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN, THE CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-01 (PUBLIC SERVICES) ANNEXATION NO. 6.

WHEREAS, the City Council of the City of Madera has conducted proceedings to establish Community Facilities District No. 2005-01 (Public Services) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code; and

WHEREAS, under the Act, the City Council, as the legislative body for the CFD, is empowered with the authority to annex territory to the CFD, and now desires to undertake proceedings to annex territory to the CFD.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA, HEREBY RESOLVES:

SECTION 1. The foregoing recitals are true and correct and are incorporated by reference.

SECTION 2. This Council hereby finds and determines that public convenience and necessity require that territory be added to the CFD.

SECTION 3. The name of the existing CFD is "Community Facilities District No. 2005-01 (Public Services)".

SECTION 4. The territory included in the existing CFD is as shown on the map thereof filed in the office of the County Recorder, County of Madera State of California, to which map reference is hereby made which have been filed with the Madera County Recorder's Office.

The territory now proposed to be annexed to the CFD is as shown on the Boundary Map of Annexation No. 6 to the CFD, on file with the City Clerk, a copy of which is attached hereto as Exhibit "A" and made a part hereof, the boundaries of which territory are hereby preliminarily approved. The City Clerk is hereby directed to cause the recordation of said Boundary Map of Annexation No. 6 to the CFD, showing the territory to be annexed, in the Office of the County Recorder of the County of Madera within fifteen days of the date of adoption of this resolution.

SECTION 5. The types of public services financed by the CFD and pursuant to the Act consist of those services (the "Services") described in Exhibit A to Resolution No. 05-334 adopted by the Council on the 16th day of November 2005 (the "Resolution of Formation"). It is presently intended that the Services will be shared, without preference or priority, by the existing territory in the CFD and the territory proposed to be annexed to the CFD.

SECTION 6. Except to the extent that funds are otherwise available to the CFD to pay for the Services and/or the principal and interest as it becomes due on bonds of the CFD issued to finance the Services, a special tax sufficient to pay the costs thereof is intended to be levied annually within the CFD, and collected in the same manner as ordinary ad valorem property taxes. The proposed rate and method of apportionment of the special tax among the parcels of real property within the CFD, as now in existence and following the annexation proposed herein, and in sufficient detail to allow each landowner within the territory proposed to be annexed to the CFD to estimate the maximum amount such owner will have to pay, is described in Exhibit B, which is hereby incorporated by this reference.

SECTION 7. Notice is given that on October 16, 2019, at 6:00 p.m., in the regular meeting place of this Council, being the City Council Chambers, located at 205 W. 4th St., Madera, California, the Council, as legislative body for the CFD, will conduct a public hearing on the annexation of territory to the CFD and consider and finally determine whether the public interest, convenience and necessity require said annexation of territory to the CFD and the levy of said special tax therein.

SECTION 8. The City Clerk is hereby directed to cause notice of said public hearing to be given by publication one time in a newspaper of general circulation in the area of the CFD. The publication of said notice shall be completed at least seven days before the date herein set for said hearing. Said notice shall be substantially in the form specified in Section 53339.4 of the Act. The City Clerk shall also cause a copy of the Resolution of Annexation, or a notice thereof, to be mailed to each landowner (and to each registered voter, if any) within the territory proposed to be annexed, which resolution or notice shall be mailed at least fifteen days before the date of said hearing.

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Becky McCurdy, Procurement Services Mgr.

Susan O'Haro, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: September 4, 2019

Agenda Number: C-3

SUBJECT:
Consideration of a Resolution Approving Award of Agreement for Financial Audit Services to the Pun Group. The agreement is for three years, with two potential one-year extensions, and ranges between $72,000 to $76,385 per year.

RECOMMENDATION:
Staff recommends that the City Council (Council) adopt a Resolution approving award of agreement for audit services to The Pun Group and authorize the Mayor to sign the documents necessary to implement the agreement.

SUMMARY:
In July of 2019 the City published Request for Proposal (RFP) No. 201920-02 for Professional Auditing Services. The existing contract for Audit Services had expired and in accordance with industry standard and the City's Purchasing Policy a Request for Proposal was written, reviewed and published. Responses were received and found to be both responsive and responsible. They were then evaluated by a committee, ranked in accordance with the terms of the RFP, and a recommendation is being made based upon the ranking that an award be made to The Pun Group.

DISCUSSION:
In July of 2019, the City published RFP No. 201920-02 for Professional Auditing Services. Four responses were received and found to be both responsive and responsible. They were then evaluated by a committee comprised of City staff and ranked in accordance with the terms of the RFP. The Pun Group was the firm receiving the highest ranking.

Any of the four responding firms appear can perform the tasks required. The ranking matrix was weighted with cost and experience being of critical importance. Two firms emerged as leaders in the evaluation process. The committee performed background and reference checks and based upon the combined information obtained, the Pun Group was ranked the highest of the four responders.

The Agreement, should Council approve it, is for an initial three-year period starting in September of 2019. Included in the agreement is the option for two additional one-year extensions. These extensions can be initiated by staff upon mutual agreement by the City and The Pun Group.

The cost for the audit is broken down as follows:

- Year one $72,000
- Year two $74,160
- Year three $76,385

The agreement includes all aspects of the City's finances including:

- The Single Audit Report,
- The Golf Course Compliance Review
- The Financing Authority Audit Report
- The preparation of a Comprehensive Annual Financial Report (CAFR) which the City has not prepared in several years. The addition of the CAFR will provide additional detail and transparency for all City functions and has become an industry standard.

The City of Madera is required to present audited financial statements as a condition of many of our debt covenants, grant agreements, and by law for agencies receiving federal grant awards in excess of $750,000. The Pun Group will begin the audit process immediately and will make every effort to complete the audit and issue statements by the end of December 2019. Once the audit process is complete, The Pun Group will report to Council with their assessment and recommendations as well as filing the audited financial statements with the necessary government agencies.

FINANCIAL IMPACT:

Funds have been appropriated in the current budget for the Finance Department to cover the cost of these services.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

While this type of agreement is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALTERNATIVES:

Council may reject all responses to the RFP. If so, staff would publish a new RFP and begin the process anew. This could result in delays with completing the City's Financial Statements in a timely manner.

ATTACHMENTS:

1. Resolution
2. Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AWARD OF AGREEMENT FOR AUDIT SERVICES TO THE PUN GROUP

WHEREAS, the City of Madera (the "City") has a fiduciary responsibility to have its financial records and transactions audited each fiscal year by an independent Certified Public Accounting firm; and

WHEREAS, the accounting firm The Pun Group has agreed to provide the necessary accounting services in accordance with their response to the City's Request for Proposal; and

WHEREAS, the prices proposed for services as indicated in the proposal letter from The Pun Group are found to be fair and reasonable;

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 Agreement with The Pun Group, a copy of which is attached hereto as Exhibit 1, is approved.

3. The Mayor of the City of Madera 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

****

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL AUDITING SERVICES ("Agreement"), made this 4th day of September 2019, by and between the City of Madera ("City") and The Pun Group, ("Service Provider");

RECITALS

A. City desires to retain a qualified firm to provide professional auditing services in accordance with the terms of Request for Proposal Professional Auditing Services RFP No. 201920-02 ("RFP"). The Service Provider has responded to the Request for Proposals ("RFP") to perform these needed services attached hereto as Exhibit "A" and incorporated herein as though set forth in full and as indicated in the response to RFP attached hereto as Exhibit "B" and incorporated herein as though fully set forth. The City desires to have the Service Provider perform the work in accordance with the RFP and the response thereto prepared by the Service Provider. The work to be performed in accordance with Exhibit "A" and Exhibit "B" is hereinafter referred to as "Professional Auditing Services."

B. The Service Provider represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct these services for City as described in their response to RFP and accepted as final.

AGREEMENT

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

1. Services. The City hereby employs Service Provider to perform the Professional Auditing Services herein set forth at the compensation and upon the terms and conditions herein expressed, and Service Provider hereby agrees to perform such services for said compensation, and upon said terms and conditions City hereby authorizes Service Provider to commence work on September 5, 2019. In the event of any inconsistency between the terms contained in the RFP and response thereto, the terms set forth in the main body of this Agreement shall govern.

2. Compensation. As compensation for all services of Service Provider in performance of this Agreement, City shall pay Service Provider as described herein. For the services rendered pursuant to this Agreement, Service Provider shall be compensated and reimbursed, in accordance with the schedule of fees set forth in Exhibit "B."

A. Method of Payment. In any month in which Service Provider wishes to receive payment, Service Provider shall no later than the first working day of such month, submit to City in the form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. Payments shall be based on the hourly rates as set forth in Exhibit "A" for authorized services performed. City shall pay Service Provider for all expenses stated thereon, which are approved by City consistent with this Agreement, within thirty (30) days of receipt of Service Provider's invoice.

3. Changes. In the event any change or changes in the Scope of Services/Work is requested by City, the parties hereto shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Service Provider's profession.

Any changes to this Agreement requested by either City or Service Provider 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 a writing.

4. Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the City Council of City for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to City.

5. Entire Agreement. This Agreement consists of the following documents, in order of precedence, and shall be the entire agreement between parties:

This Agreement

A. City's Request for Proposal 201920-02, dated July10, 2019

B. Service Provider's response to RFP dated August 5, 2019 and all attachments thereto, by reference, included herein.

6. Term of Agreement. Unless earlier terminated in accordance with Section 12 of this Agreement, this Agreement shall continue in full force and effect for a period commencing on September 5, 2019, and ending on September 4, 2021, unless extended by mutual written agreement of the parties. City and Service Provider may, upon mutual agreement

of both parties, extend this Agreement for up to two (2) additional one-year terms.

7. Time for Completion. The time for completion of the services to be performed by Service Provider is an essential condition of this Agreement. Service Provider shall prosecute regularly and diligently the work of this Agreement according to the agreed upon schedule of performance set forth in Exhibit's "A" and "B." Service Provider shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Service Provider. Delays shall not entitle Service Provider to any additional compensation regardless of the party responsible for the delay.

8. Performance Schedule

A. Time of Essence. Time is of the essence in the performance of this Agreement.

B. Schedule of Performance. All services rendered pursuant to this Agreement shall be performed pursuant to the agreed upon schedule of performance set forth in Exhibit's "A" and "B." The extension of any time period must be approved in writing by the City's Finance Director.

9. Force Majeure. The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Service Provider, including, but not limited to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if Service Provider shall within ten (10) days of the commencement of such condition notify the Finance Director who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Finance Director's judgment such delay is justified, and the Finance Director's determination shall be final and conclusive upon the parties to this Agreement.

10. Qualifications of Employees. The City may require dismissal from the work on this contract, employees whom it deems incompetent, careless or otherwise objectionable to the public interest.

11. Notices. Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

City of Madera
Finance Division

Service Provider
The Pun Group

205 W. 4th Street
Madera, California 93637
559-661-5454

4365 Executive Drive, Suite 710
San Diego, CA 92121
858-242-5100

12. Termination

A. Termination for Contract Default. If at any time, in the opinion of the City Council, upon recommendation of the Finance Director, 1) Service Provider fails to conform to the requirements of this contract; 2) Service Provider seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceedings are commenced against the Service Provider which may interfere with the performance of the contract; or 4) Service Provider has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing may be served upon him; and should he neglect or refuse to provide means for a satisfactory compliance with contract as directed by the Finance Director within fourteen (14) days from the receipt of such notice the City Council in any such case shall have the right and power, at its option and without prejudice to any other right it may have, to terminate the contract. Any excess of the cost arising there from will be charged against the Service Provider and his sureties, who will be liable thereof. In the event of such termination, all monies due the Service Provider or retained under terms of the contract shall be forfeited to the City; but such forfeiture will not release the Service Provider or this sureties from liability for failure to fulfill the contract.

B. Termination for Convenience. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Service Provider, except that where termination is due to the fault of Service Provider and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Service Provider shall immediately cease all services hereunder except such as may be specifically approved by the Finance Director. Service Provider shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Finance Director thereafter. Service Provider may terminate this Agreement, with or without cause, upon thirty (30) days written notice to City.

13. Assignment and Subcontracting. The Service Provider shall not assign or subcontract the work, or any part thereof, without the previous written consent of the City, nor shall He assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the City has been obtained. No right under this contract, no claim for money due or to become due hereunder shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the written

consent of the City. In case the Service Provider is permitted to assign monies due or to become due under this contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of work.

Should any subservice provider fail to perform in a satisfactory manner the work undertaken by him, his subcontract shall be immediately terminated by the Service Provider upon notice from the City. The Service Provider shall be fully responsible and accountable to the City for the acts and omissions of his subservice providers, and of persons directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this contract shall create any contractual relation between any subcontract and the City.

14. Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Service Provider, its agents or employees, perform the services required herein, except as otherwise set forth herein. Service Provider shall perform all services required herein as an independent contractor of City and shall not be an employee of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role; however, City shall have the right to review Service Provider's work product, result, and advice. Service Provider shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

15. Indemnification. The Service Provider agrees to indemnify, defend and hold harmless City and its officers, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation, costs and fees of litigation) of every nature arising out of or in connection with Service Provider's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

16 Insurance Requirements. During the term of this Agreement, Service Provider shall maintain, keep in force and pay all premiums required to maintain and keep in force liability and property damage insurance. The limits of such policy shall be as required by the City of Madera as set forth in the Request for Proposals ("RFP") to perform these needed services attached hereto as Exhibit "A" and incorporated herein as though set forth in full and as indicated in the response to RFP attached hereto as Exhibit "B" and incorporated herein as though fully set forth.

17. Successor and Assigns. City and Service Provider each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

18. Legal Requirements and Permits. The Service Provider agrees to fully comply with all local, City, State and Federal laws, regulations and ordinances governing

performance of contractual services required hereunder, and it will be the responsibility of the Service Provider to obtain any and all necessary licenses, permits and/or clearances.

19. Attorney's 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 attorney's 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.

20. 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.

21. Familiarity with Work. By executing this Agreement, Service Provider warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

22. Records and Reports

A. Reports. Service Provider shall periodically prepare and submit to the Finance Director such reports concerning the performance of the services required by this Agreement as the Finance Director shall require.

B. Records. Service Provider shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Finance Director to evaluate the performance of such services. The Finance Director shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

C. Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Service Provider in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Finance Director or upon the termination of this Agreement, and Service Provider shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials hereunder. Service Provider may retain copies of such documents for its own use. Service Provider shall have an unrestricted right to use the concepts embodied therein.

D. Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Service Provider in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Finance Director.

E. Cost Records. Service Provider shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred while performing under this Agreement and shall make such materials available at its offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment for inspection by City and copies thereof shall be promptly furnished to City upon request.

23. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

24. Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

25. Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Service Provider. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

26. Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

27. Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

This agreement and the attachments and exhibits incorporated herein by reference, represents the entire agreement and understanding between the parties. Any modifications to 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.

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

CITY OF MADERA

By: _____
Andrew J. Medellin, Mayor

THE PUN GROUP

By: _____
Kenneth Pun, The Pun Group

APPROVED AS TO FORM

By: _____
Hilda Cantu Montoy, Interim City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

CITY OF MADERA

REQUEST FOR PROPOSALS (RFP)
RFP 201920-02

PROFESSIONAL AUDITING SERVICES

RFP SUBMISSION DATE: MONDAY, August 5, 2019
BY
3:00 P.M.

PROPOSAL CONTACT:

Becky McCurdy
Purchasing-Central Supply
1030 S. Gateway Drive
Madera, CA 93637

Phone: (559) 661-5463
FAX: (559) 661-0760
Email: rmccurdy@cityofmadera.com

TABLE OF CONTENTS

Instructions and Conditions 03

General Information 07

Scope of Work 07

Background Information 12

Assistance to be Provided to the Auditor and Report Preparation 15

Proposal Content Instructions 15

Evaluation Process 18

Negotiation 19

Attachments 20

A. Cost Schedule
B. Draft Agreement
C. Insurance Requirements for Consultants

REQUEST FOR PROPOSAL

PROFESSIONAL AUDITING SERVICES

RFP NO. 201920-02

July 10, 2019

1. INSTRUCTIONS AND CONDITIONS

A. No bid proposal will be considered for award unless submitted in the bid format described in this Request for Proposal (RFP). The bid must be fully complete and executed. Bidders shall send three (3) copies of the completed proposals which will include; two (2) bound copies and one (1) unbound original with a copy of this RFP attached to the front of each proposal, with appropriate responses included.

Format: Proposal should be 8 ½ x 11 inches, printed two-sided on recycled paper with removable bindings, bound in a single document. Binding can be as simple as a staple. Original and copies may be submitted in one envelope/package.

Each bid proposal, consisting of the original and copies as directed above, must be submitted in a sealed envelope addressed to Becky McCurdy, City of Madera, Purchasing-Central Supply, 1030 South Gateway Drive, Madera, California 93637, and delivered prior to the time and date specified in this document. Each sealed envelope containing a bid proposal must have, on the outside, the name of the bidder, bidder's address and the statement "DO NOT OPEN UNTIL THE TIME OF BID OPENING" and in addition, must be plainly marked on the outside as follows:

Bid: PROFESSIONAL AUDITING SERVICES
RFP No. 201920-02
Filing Deadline: Monday, August 5, 2019 - 3:00 P.M.

B. Attention of bidders is especially directed to the specifications which, in addition to the bid proposal and these instructions, are basis for evaluation and will be part of any agreement with the successful bidder. Any deviations from the specifications in this notice shall be proper reason for rejection of all or any part of the bid proposal.

C. The City reserves the right to reject or accept any or all bids or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.

D. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation. The City reserves the right to seek supplementary information from any bidder at any

time after official proposal opening and before the award. Such information will be limited to clarification or amplification of information requested in the original proposal.

E. The City of Madera recognizes its policy of providing equal opportunity to all qualified Persons and hereby notifies all bidders that it encourages all bidders to take active race/gender-neutral steps to include Disadvantaged Business Enterprises in this and other City of Madera agreements. Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation. Bidders will not be discriminated against on the grounds of race, color, religious creed, sex or national origin in consideration for award.

F. The City reserves the right to modify this RFP at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing-Central Supply Division is the only method which should be relied on with respect to changes to the RFP. Bidder is responsible to contact City's Purchasing-Central Supply Division prior to submitting a bid to determine if any amendments were made to the RFP. Documents, amendments, addenda, etc. will be posted to the City website at https://www.madera.gov/purchasing on the Bid Announcement and Results page.

The City will not be responsible for verbal responses made by any parties including the designated contact and/or her/his designee. Before an award is made, any contact with City staff regarding this RFP, other than the designated contact or his/her designee(s), without prior written authorization is strictly prohibited and may render the bidder non-responsive.

No questions or inquiries regarding this RFP should be directed to any individual(s) at the sites detailed in this document. All inquiries should be submitted in writing per the process described in this document.

Questions and suggestions concerning the RFP must be submitted in writing no later than 3:00 p.m. Monday, July 29, 2019. Written questions or inquires should be emailed, mailed or faxed to:

Becky McCurdy
City of Madera
Purchasing-Central Supply
1030 S. Gateway Drive
Madera, CA 93637

rmccurdy@cityofmadera.com
FAX: (559) 661-0760

G. Proposals will be evaluated by the City. If a bid proposal is found to be incomplete or not in compliance with the format required, it will not be submitted for evaluation. During the evaluation process, the City may find it beneficial to request additional information. The City may request an interview with the top rated companies. A reference check may also be conducted.

H. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the bidder or his/her duly authorized representative, for the withdrawal of such proposal is filed with Purchasing-Central Supply. The withdrawal of a proposal shall not prejudice the right of a bidder to file a new proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.

I. The City reserves the right to seek supplementary information from any bidder at any time after official proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original proposal.

J. Issuance of the RFP and receipt of proposals does not commit the City to award an agreement. The City reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP. The City also reserves the right to apportion the award among more than one company.

K. An award under this RFP will not be based solely on the lowest price. If an award is made, it will go to the bidder(s) with the best overall proposal. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs.

L. An award will be made as soon as possible after the opening of bids. Bid proposals shall remain valid for at least ninety (90) days after the opening of bids. No bid proposal may be withdrawn after the bid opening.

M. It is the City's intent to award a single Contract for the work described. The City reserves the right to award a contract, or make no award, whichever is in the best interests of the City. The City also reserves the right to negotiate the terms and conditions of the contract resulting from this solicitation. The term of the contract shall be for three years with two additional one year options. Each extension of the contract is subject to the review and recommendation of the City, the satisfactory negotiation of terms (including a price acceptable to both the City of Madera and the selected firm), and annual availability of an appropriation The successful bidder shall enter into a formal agreement with the City which will be very similar in content to Attachment B: Draft Agreement which is provided for information purposes only and to help clarify City intent relevant to this RFP.

N. It is the City's policy to encourage the purchase of supplies, services, and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors, suppliers and contractors who maintain places of business located within the limits of the City and who have a current City of Madera business license.

Bidders will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Bidders will provide documentation of current use of local vendors and upon request, provide records showing ongoing outreach efforts made to local businesses to demonstrate that they have made a reasonable effort to inform local businesses of the opportunity.

The local vendor outreach policy shall not apply to those agreements where State or Federal law, or other laws or regulations preclude such a preference.

O. Each bidder shall carefully examine each and every term of this RFP; and each bidder shall judge all the circumstances and conditions affecting his/her bid. Failure on the part of any bidder to make such examination and to investigate thoroughly shall not be grounds for any declaration that the bidder did not understand the conditions of this RFP.

P. Bidder's Proprietary information: Upon award, all documents provided by the successful bidder shall become public record. All documents provided by any bidders, other than the successful bidder, shall become public record in their entirety and subject to disclosure, unless said documents are retrieved by the bidder within ten (10) business days of the award. This shall also include, but is not limited to documents for which all proposals are rejected and for which an award is not made for any reason. In the event that one or more proposals are returned to the bidding parities, it is the intent of the City that such documents shall not become public records of the City unless required by the California Public Records Act or other provision of law.

Q. Bidder shall supply any Federal or State of California License/Certification/Contractors License required to provide the services and a Certificate of Insurance in accordance with Attachment C: Insurance Requirements for Consultants.

Service provider, his agents, representatives, employees and subcontractors shall maintain current and appropriate vehicle operator licenses for any vehicle operated within the scope of this Agreement.

R. The City intends that other public agencies (county, special district, public authority, public agency, school district or other political subdivision of the state of California) shall have the option to participate in any agreement created because of this Invitation for Bid. The City of Madera shall incur no financial responsibility in connection with a purchase order from another public entity. Vendor's agreement or failure to agree to the "piggyback" agreement will not be a factor in the award. This piggyback will remain available for one year from the date of the Bid award.

Check one of the following:

i. □ Agree to extend all prices, terms, and conditions of my proposal to any other public agency located in the State of California with no exceptions.

ii. □ Agree to extend all prices, terms, and conditions of my proposal to any other public agency located in the State of California with the following exceptions noted, as attached.

iii. □ The Vendor does not agree to extend pricing, terms and conditions in our Bid to any other agency.

S. All expenses associated with the preparation and submission of a proposal to the City shall be the sole financial responsibility of the proposer.

2. GENERAL INFORMATION

The City of Madera is requesting proposals from qualified certified public accountant firms to audit its financial statements for the three fiscal years ending June 30, 2019, June 30, 2020, and June 30, 2021 with the option of extending this agreement for two additional one-year periods. To meet the requirements of this Request for Proposals, the audit shall be performed in accordance with:

1. Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants,

2. The standards for financial audits set forth in the U. S. General Accounting Office's *Government Auditing Standards (1994),*

3. The provisions of the Single Audit Act of 1984 (as amended in 1996),

4. The provisions of the U. S. Office of Management and Budget (OMB) Circular A-133, audits of States, Local Governments, and Non-Profit Organization, Audits of State and Local Governments,

5. Guidance for federal awards and agreements as provided in the Code of Federal Regulation (CFR)2 Part 200. Uniform Administrative Requirement, Cost Principles and Audit Requirements for Federal Awards.

6. Any other applicable standards for conducting examinations of those items outlined in the Scope of Work and/or Reports to be issued in conjunction therewith.

The City desires a Comprehensive Annual Financial Report (CAFR) to be prepared by the independent auditor and be fully compliant with all applicable GASB statements for the fiscal year ended June 30, 2019 and each of the subsequent years, June 30, 2020 and 2021 of the audit firm's contract with the City.

3. SCOPE OF WORK

The selected independent auditor will be required to perform the following tasks:

A. The audit firm will perform an audit of all funds of the City of Madera. The audit will be conducted in accordance with auditing standards generally accepted

in the United States of America and *Government Auditing Standards*, issued by the Comptroller of the United States. The City's Comprehensive Annual Financial Report (CAFR) will be prepared and word processed by the audit firm. The audit firm will render their auditors' report on the basic financial statements which will include both Government-Wide Financial Statements and Fund Financial Statements. The audit firm will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information pertaining to the General Fund and each major fund of the City. The audit shall include at a minimum the following components:

1. The audit firm shall perform agreed-upon auditing procedures pertaining to the City's GANN Limit (Appropriations Limit) and render a letter annually to the City regarding compliance.

2. The audit firm shall issue a separate "management letter" that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions. Management letters shall be addressed to the City Manager.

3. The audit firm may be consulted occasionally throughout the year as an information resource. The auditors may be asked to provide guidance on implementation of GASB requirements and specifics of Federal and State regulations as they may affect local government accounting. During the term of this contract, the City will implement any and all new GASB statements that are applicable to comply with governmental financial reporting standards as established by GASB.

In addition to the task identified above the City would like to request pricing on the following optional task:

1. Prepare the financial statements for the Financing Authority, a component unit of the City.

B. The audit firm will perform a single audit on the expenditures of federal grants in accordance with OMB Circular A-133 and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of the City's financial statements in accordance with *Government Auditing Standards* and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB Circular A-133. The single audit report will include appropriate schedule of expenditures of federal awards, footnotes, findings and questioned costs, including reportable conditions and material weaknesses, and follow up on prior audit findings where required.

C. The City of Madera operates a municipal golf course. On an as needed basis, the City requires the audit firm to perform a compliance review of the agreement between the City and the management company that has been retained to operate and manage the golf course.

D. Reports to be issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

E. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.

2. A report on the internal control structure based on the auditors' understanding of the control structure and assessment of control risk.

3. A report on compliance with applicable laws and regulations.

4. An "in-relation-to" report on the schedule of federal financial assistance.

5. A report on the internal control structure used in administering federal financial assistance programs (this report may be combined with report number 2).

6. A report on compliance with specific requirement applicable to major federal financial assistance programs.

7. A report on compliance with specific requirements applicable to non-major federal financial assistance programs (this report may be combined with report number 6).

8. A report on compliance with general requirements for both major and non-major federal financial assistance programs.

9. Agreed-upon procedures reports regarding verification of the Gann limit.

10. Statistical tables in accordance with GASB 44.

In the required report(s) on internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified

as such in the report.

Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the report (s) on internal controls.

The reports on compliance shall include all instances of noncompliance.

F. Irregularities and Illegal Acts

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: City Manager; City Attorney; and the Director of Finance.

G. Special Considerations

1. The City of Madera has determined that the United States Department of Transportation will function as the cognizant agency in accordance with the provisions of the Single Audit Act Amendments of 1996 and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and Non-Profit Organizations.

2. The schedule of federal financial assistance and related auditor's report, as well as the reports on the internal controls and compliance are not to be included in the Comprehensive Annual Financial Report, but are to be issued separately.

H. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of seven (7) years, unless the firm is notified in writing by the City of Madera of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- City of Madera
- U.S. Department of Transportation
- U.S. General Accounting Office (GAO)
- Parties designated by the federal or state government or by the City of Madera as part of an audit quality review process.
- Auditors of entities of which the City is a sub-recipient of grant funds.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of

continuing accounting significance.

I. Audit Schedule

The planning phase of the audit engagement may commence upon receipt of a Notice to Proceed to be issued after award by City Council and execution of a City-standard two-party agreement. The audit shall provide the City with an audit plan and a list of schedules to be prepared by City personnel prior to the beginning of fieldwork. Interim fieldwork would be expected to be performed in June with the final phase of fieldwork commencing in September.

The City will attempt to have the books closed and all agreed upon schedules available for the auditors by the second Friday in October.

In the period ending June 30, 2019 the auditor and the Director of Finance shall adopt a schedule for production of the final reports with the understanding that the dates listed below are the preferred dates for production of the reports. In all subsequent years the auditor shall have drafts of the final reports and recommendations to management available for review by the Finance Director by the following dates:

City of Madera	2nd Friday in November
Financing Authority	2nd Friday in November
Successor Agency to the former Madera Redevelopment Agency	2nd Friday in November

J. Entrance Conferences, Progress Reporting and Exit Conferences

An entrance conference should be scheduled prior to beginning interim fieldwork. Progress reports are expected on at least a monthly basis to the Finance Director. An exit conference to summarize the results of fieldwork and to review significant findings is expected on the last day of fieldwork or shortly thereafter.

K. Final Reports

The Finance Department will complete their review of the draft report as expeditiously as possible. This process is not expected to exceed two weeks. During that period, the auditor should be available for any meetings that may be necessary to discuss the drafts. Once all issues for discussion are resolved, the auditor shall publish, produce and deliver to City ten (10) bound and one (1) photo ready copy of the final signed report. It is anticipated that this process will be completed and the final reports delivered by the following dates:

City of Madera	November 22
Financing Authority	November 22

4. BACKGROUND INFORMATION

A. City Representative

The auditor's principal contact with the City will be Susan O'Haro, Acting Director of Finance or a designated representative, who will coordinate the assistance to be provided by the City to the auditor.

B. Background Information

The City of Madera is a general law, full service municipality located in the Central San Joaquin Valley, 30 miles north of Fresno. The City operates under the Council-Manager form of government and provides basic local governmental services including public safety, maintenance and construction of public improvements, cultural, recreation, planning, zoning and general administration. In addition, the City operates enterprises including: Water, Sewer, Waste Disposal and a General Aviation Airport.

The City has a total operating fund budget of approximately $90 million for fiscal year ending June 30, 2019 and employs approximately 325 full-time equivalent employees.

The City is organized into approximately 17 departments and agencies. The accounting and financial reporting functions of the City are centralized.

C. Financial Operations

The City's Finance Department is headed by Susan O'Haro, Acting Director of Finance and consists of 16 employees. The principal functions performed and the number of employees assigned to each are as follows:

Function	Number of Employees
Accounting	3
Audit and Budget	4
Payroll	1
Business License	1
Accounts Payable	1
Investments/Special Districts	1
Accounts Receivable	1
Cashier	8
Collections	3
Clerical	8

D. Fund Structure

The City of Madera uses the following fund types and account groups in its financial reporting:

Fund type/Account Group	Number of Individual Funds	Number w/Legally Adopted Annual Budgets
General Fund	5	5
Special Revenue Funds	141	141
Debt Service Funds	3	3
Capital Projects Funds	8	8
Enterprise Funds	8	8
Internal Service Funds	3	3
Private Purpose Trust Funds	1	N/A
Non-expendable Trust Funds	-	-
Pension Trust Funds	-	-
Agency Funds	1	N/A
General Fixed Assets Account	1	N/A
General Long-Term Debt Account	1	N/A

E. Federal and State Financial Assistance

During the fiscal year 2018/19 the City of Madera received the following financial assistance:

Catalog of Federal Domestic Assistance $	**Program**	**FY 2018/19 Expenditure**
20.507	Federal Transit Administration	863,000
14.218	Community Development Block Grant	575,060

And several smaller Federal and State pass through awards.

F. Pension Plan

The City of Madera participates in the California Public Employees Retirement System (PERS), an agent multiple-employer plan. Actuarial services for the plan are provided by PERS.

G. Component Units

The City is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's Codification of Governmental

Accounting and Financial Reporting Standards Section 2100. Using these criteria, component units have a fiscal year end of June 30 and are to be audited as part of the City's financial statements.

The management of the City identified the following component units for inclusion in the City's financial statements:

1. **Housing Authority of the City of Madera.** The Housing Authority of the City of Madera was activated by the City Council of the City of Madera on July 3, 1985. The purpose of the Housing Authority is to respond to the need for affordable housing in Madera by providing a financing mechanism to encourage such development in the City. Additional housing services, such as operation of the Section 8 Rent Subsidy program, are carried out on behalf of the Housing Authority of the City of Madera by the Riverside County Housing Authority. The members of the City Council of the City of Madera currently serve as the Commissioners of the Housing Authority.

2. **City of Madera Financing Authority.** The City of Madera Financing Authority was created by a joint exercise of joint powers agreement between the City of Madera and the Redevelopment Agency of the City of Madera on February 1, 1991. The purpose of the Authority is to provide, through the issuance of debt, financing necessary for various capital improvements. The Authority is administered by the Board who are the members of the City Council and the Mayor. The Authority's sole source of income is installment sale, loan and lease payments received from the City and Successor Agency to the former Madera Redevelopment Agency which are used to meet the debt service requirements on debt issues.

H. Computer Systems

COMPUTER HARDWARE

Type of Equipment	Number	Networked
Multiple Servers	50 (approx.)	Yes
Personal Computers	300 (approx.)	Yes

COMPUTER SOFTWARE

Vendor	Major Applications
Tyler Munis	General Ledger, Accounts Payable, Budget, Capital Assets, Utility Billing (tentative go-live 02/18/2020
MAIS	Utility Billing – expect to transition to Munis 02/18/2020
Executime	Payroll
TRACUM	Fleet Management

I. Availability of Comprehensive Annual Financial Reports

The Audited Financial Statements for the last three years are available on the City's website at www.madera.gov Click on "Departments", click on "Finance" and you will see the link for the Audited Financial Statements.

5. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Finance Department Assistance

The Finance Department staff and responsible personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the City, with the assistance of the auditor.

City Staff will assist the auditors in identifying and locating supporting documentation.

The auditors may be responsible for pulling some files and refiling them depending on the items requested.

B. Information Technology (IT) Assistance

IT Personnel will be available to provide system's documentation and explanations. The auditor will not be provided computer time and the use of the City's computer hardware and software unless mutually agreed upon. However, various computer reports will be provided to the auditor as required.

C. Statements and Schedules to be Prepared by the Staff of the City

The City will prepare statements and schedules for the auditor as requested.

D. Work Area, Telephones, Photocopying and FAX Machines

The City will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to a telephone line, photocopying machine, and FAX machine.

Long distance telephone and/or FAX communications will be charged to the auditor.

6. PROPOSAL CONTENT INSTRUCTIONS

Please submit three (3) hard copies of your proposal to the City of Madera which will include; two (2) bound copies and one (1) unbound original with a copy of this RFP attached to the front of each proposal. Please keep your proposal as concise as possible. The proposal must contain the information below. To easily rate your proposal; please format your response to coordinate with the numbering system outlined below. For

example, section #1, would be your firm's Transmittal Letter, section #2 would contain the general Information about your firm and so forth.

1. Each proposal shall include a transmittal letter with the firm's address, telephone number, e-mail address. The transmittal letter should be signed by a legally authorized representative of the company, briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for fiscal years 2018-19, 2019-20, and 2020-21.

2. Each bidder should include a summary of their proposed management plan covering specifications and qualifications.

3. The proposal should present qualifications that demonstrate the bidder's ability to successfully accomplish this project.

4. The firm is required to include a summarization of the results of its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall provide information on the results of any Federal or State desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with State regulatory bodies or professional organizations.

5. Each bidder shall provide three references. (Regarding references, bidders shall determine prior to including the references in the proposal that the references are relevant, contact information is accurate, and reference contact has agreed to provide a complete and uncensored testimony.)

6. Each bidder may, but is not required to, include additional references, resumes and any other materials deemed necessary but not provided otherwise (such as promotional literature, etc.). Note that these materials may or may not be reviewed by all evaluators and may not be part of the official evaluation except to the extent they support qualifications and experience.

7. Specific Audit Approach

The proposal should set forth a summarized work plan, including an explanation of the audit methodology to be followed, to perform the required services as described in this request for proposal. The work plan should reference such sources of information as the City of Madera budget and related materials, organizational charts, manuals and programs, and financial and other management information systems. Proposers will be

required to provide the following information on their audit approach:

a. Proposed segmentation of the engagement

b. Level of staff and number of hours to be assigned to each proposed segment of the engagement.

c. Sample size and the extent to which statistical sampling is to be used in the engagement

d. Approach to be taken to gain and document an understanding of the City's internal control structure

e. Approach to be taken in determining laws and regulations that will be subject to audit test work

f. Approach to be taken in drawing audit sample for purposes of tests of compliance

8. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City.

9. Cost Proposal

a. Total All-Inclusive Price.

The Bid Proposal Authorization and cost schedule (forms included in this RFP as: Attachment A) shall contain all pricing information relative to performing the audit engagement as well as the other tasks defined in this RFP, for each of the three contract years as described in this request for proposal. The total all-inclusive price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The City will not be responsible for expenses incurred in preparing and submitting the response to this RFP. Such costs shall not be included in the proposal.

A Total All-Inclusive Price for the 2018-19, 2019-20, and 2020-21 fiscal year engagements for each of the Cost Schedules shall be completed. **THE COST IS TO APPEAR IN BOTH NUMBERS AND IN WORDS.**

b. Rates for Additional Professional Services

If it should become necessary for the City to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the firm. Any such additional work agreed to between the City and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the cost schedule.

c. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's cost schedule proposal. Interim billing shall cover a period of not less than a calendar month. The final ten percent (10%) of the *Total All-Inclusive Price* will be paid upon delivery of the firm's final reports.

7. EVALUATION PROCESS

A. Review of Proposals

An evaluation team will be assembled by the City. Each evaluator will first score each proposal by each of the criteria described below. The evaluation will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite score for each firm. Ranking will be assigned based on the composite score.

B. Evaluation Criteria

Proposals will be numerically scored and ranked using the criteria and weighting described in this section. The scores assigned will reflect the extent to which criteria is fulfilled relative to other proposals. The evaluation criteria and maximum score that can be achieved for each criterion are presented as follows:

Evaluation Criteria and Maximum Evaluation Score

Criteria	Maximum Evaluation Score
Ability to meet the stated requirements including adequacy of proposed staffing, techniques and procedures	20
Past performance and experience with emphasis on comparable government experience	20
Conformance to terms of RFP in preparing and submitting the proposal	10
Implementation Plan	15
Cost Proposal Rates	35
Total Maximum Score	**100**

The City reserves the right to act in the best interest of the City and its residents and businesses, including the right to reject a proposal that is given the highest quantitative scoring in the evaluation process if the proposal is not in the best interest of its residents and businesses.

8. NEGOTIATION

The City of Madera shall reserve the right to negotiate any terms and conditions of the RFPs received, with the final candidate prior to acceptance/rejection of said proposals. Upon determination of the highest ranked Bidder, staff will commence negotiations with the firm that received the highest ranking. The negotiations will be conducted in accordance with City of Madera policies and procedures. When negotiations are successfully concluded, staff will present their recommendation to the City Council.

* * * * * * * * * * * * * *

Note: This entire packet should be returned with the bid.

Attachment A

CITY OF MADERA

BID PROPOSAL AUTHORIZATION
And COST SCHEDULE

PROFESSIONAL AUDITING SERVICES

RFP NO. 201920-02

DATE _____

COMPANY NAME _____

STREET ADDRESS _____

CITY / STATE / ZIP _____

PHONE NUMBER _____

EMAIL _____

PERSON PREPARING BID _____

POSITION _____

SIGNATURE _____

COST SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

FOR THE AUDITS OF THE FY 2018-19 THROUGH 2020-21 AND PREPARATION OF COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)

	Hours	Hourly Rates	Total $ FY 2018-2019	Total $ FY 2019-2020	Total $ FY 2020-2021
Partners					
Managers					
Supervisory Staff					
Staff					
Other (specify)					
Total for services					
Other (specify): Estimated number of hours required from City to develop permanent file: _____ From City Clerk's Office _____ From Finance Department					
Total all-inclusive maximum price (3 years total): $					
Total all-inclusive maximum price (3 years total) IN WORDS :					

COST SCHEDULE FOR THE SINGLE AUDIT REPORT

	Hours	Hourly Rates	Total $ FY 2018-2019	Total $ FY 2019-2020	Total $ FY 2020-2021
Partners					
Managers					
Supervisory Staff					
Staff					
Other (specify)					

Total price for the Single Audit Report: $					
Total price in WORDS:					

COST SCHEDULE FOR THE PREPARATION OF THE GOLF COURSE COMPLIANCE REVIEW

	Hours	Hourly Rates	Total $ FY 2018-2019	Total $ FY 2019-2020	Total $ FY 2020-2021
Partners					
Managers					
Supervisory Staff					
Staff					
Other (specify)					
Total price for the Golf Course Compliance Review: $					
Total price in WORDS:					

COST SCHEDULE FOR THE CITY OF MADERA FINANCING AUTHORITY AUDIT REPORT

	Hours	Hourly Rates	Total $ FY 2018-2019	Total $ FY 2019-2020	Total $ FY 2020-2021
Partners					
Managers					
Supervisory Staff					
Staff					
Other (specify)					
Total price for the City of Madera Financing Authority Audit Report: $					
Total price in WORDS:					

COST SCHEDULE FOR THE CITY OF MADERA ADDITIONAL PROFESSIONAL SERVICES

	Hourly Rates
Partners	
Managers	
Supervisory Staff	

Staff	
Other (specify)	

Attachment B

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL AUDITING SERVICES ("Agreement"), made this _____ day of _____, 2019, by and between the City of Madera ("City") and _____, ("Service Provider");

RECITALS

A. City desires to retain a qualified firm to provide professional auditing services in accordance with the terms of Request for Proposal Professional Auditing Services RFP No. 201920-02 ("RFP"). The Service Provider has responded to the Request for Proposals ("RFP") to perform these needed services attached hereto as Exhibit "A" and incorporated herein as though set forth in full and as indicated in the response to RFP attached hereto as Exhibit "B" and incorporated herein as though fully set forth. The City desires to have the Service Provider perform the work in accordance with the RFP and the response thereto prepared by the Service Provider. The work to be performed in accordance with Exhibit "A" and Exhibit "B" is hereinafter referred to as "Professional Auditing Services."

B. The Service Provider represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct these services for City as described in their response to RFP and accepted as final.

AGREEMENT

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

1. Services. The City hereby employs Service Provider to perform the Professional Auditing Services herein set forth at the compensation and upon the terms and conditions herein expressed, and Service Provider hereby agrees to perform such services for said compensation, and upon said terms and conditions City hereby authorizes Service Provider to commence work on _____, 2019. In the event of any inconsistency between the terms contained in the RFP and response thereto, the terms set forth in the main body of this Agreement shall govern.

2. Compensation. As compensation for all services of Service Provider in performance of this Agreement, City shall pay Service Provider as described herein. For the services rendered pursuant to this Agreement, Service Provider shall be compensated and reimbursed, in accordance with the schedule of fees set forth in Exhibit "A,"

A. Method of Payment. In any month in which Service Provider wishes to receive payment, Service Provider shall no later than the first working day of such month, submit to City in the form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. Payments shall be based on the hourly rates as set forth in Exhibit "A" for authorized services performed. City shall pay Service Provider for all expenses stated thereon, which are approved by City consistent with this Agreement, within thirty (30) days of receipt of Service Provider's invoice.

3. Changes. In the event any change or changes in the Scope of Services/Work is requested by City, the parties hereto shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Service Provider's profession.

Any changes to this Agreement requested by either City or Service Provider 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 a writing.

4. Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the City Council of City for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to City.

5. Entire Agreement. This Agreement consists of the following documents, in order of precedence, and shall be the entire agreement between parties:

This Agreement

A. City's Request for Proposal _____, dated _____, 2019

B. Service Provider's response to RFP dated _____, 2019 and all attachments thereto, by reference, included herein.

6. Term of Agreement. Unless earlier terminated in accordance with Section 12 of this Agreement, this Agreement shall continue in full force and effect for a period commencing on _____, 2019, and ending on _____, 2021, unless extended by

mutual written agreement of the parties. City and Service Provider may, upon mutual agreement of both parties, extend this Agreement for up to two (2) additional one-year terms.

7. Time for Completion. The time for completion of the services to be performed by Service Provider is an essential condition of this Agreement. Service Provider shall prosecute regularly and diligently the work of this Agreement according to the agreed upon schedule of performance set forth in Exhibit's "A" and "B." Service Provider shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Service Provider. Delays shall not entitle Service Provider to any additional compensation regardless of the party responsible for the delay.

8. Performance Schedule

A. Time of Essence. Time is of the essence in the performance of this Agreement.

B. Schedule of Performance. All services rendered pursuant to this Agreement shall be performed pursuant to the agreed upon schedule of performance set forth in Exhibit's "A" and "B." The extension of any time period must be approved in writing by the City's Finance Director.

9. Force Majeure. The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Service Provider, including, but not limited to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if Service Provider shall within ten (10) days of the commencement of such condition notify the Finance Director who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Finance Director's judgment such delay is justified, and the Finance Director's determination shall be final and conclusive upon the parties to this Agreement.

10. Qualifications of Employees. The City may require dismissal from the work on this contract, employees whom it deems incompetent, careless or otherwise objectionable to the public interest.

11. Notices. Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

12. Termination

A. Termination for Contract Default. If at any time, in the opinion of the City Council, upon recommendation of the Finance Director, 1) Service Provider fails to conform to the requirements of this contract; 2) Service Provider seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceedings are commenced against the Service Provider which may interfere with the performance of the contract; or 4) Service Provider has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing may be served upon him; and should he neglect or refuse to provide means for a satisfactory compliance with contract as directed by the Finance Director within fourteen (14) days from the receipt of such notice the City Council in any such case shall have the right and power, at its option and without prejudice to any other right it may have, to terminate the contract. Any excess of the cost arising there from will be charged against the Service Provider and his sureties, who will be liable thereof. In the event of such termination, all monies due the Service Provider or retained under terms of the contract shall be forfeited to the City; but such forfeiture will not release the Service Provider or this sureties from liability for failure to fulfill the contract.

B. Termination for Convenience. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Service Provider, except that where termination is due to the fault of Service Provider and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Service Provider shall immediately cease all services hereunder except such as may be specifically approved by the Finance Director. Service Provider shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Finance Director thereafter. Service Provider may terminate this Agreement, with or without cause, upon thirty (30) days written notice to City.

13. Assignment and Subcontracting. The Service Provider shall not assign or subcontract the work, or any part thereof, without the previous written consent of the City, nor shall He assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the City has been obtained. No right under this

contract, no claim for money due or to become due hereunder shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the City. In case the Service Provider is permitted to assign monies due or to become due under this contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of work.

Should any subservice provider fail to perform in a satisfactory manner the work undertaken by him, his subcontract shall be immediately terminated by the Service Provider upon notice from the City. The Service Provider shall be fully responsible and accountable to the City for the acts and omissions of his subservice providers, and of persons directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this contract shall create any contractual relation between any subcontract and the City.

14. Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Service Provider, its agents or employees, perform the services required herein, except as otherwise set forth herein. Service Provider shall perform all services required herein as an independent contractor of City and shall not be an employee of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role; however, City shall have the right to review Service Provider's work product, result, and advice. Service Provider shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

15. Indemnification. The Service Provider agrees to indemnify, defend and hold harmless City and its officers, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation, costs and fees of litigation) of every nature arising out of or in connection with Service Provider's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

16 Insurance Requirements. During the term of this Agreement, Service Provider shall maintain, keep in force and pay all premiums required to maintain and keep in force liability and property damage insurance. The limits of such policy shall be as required by the City of Madera as set forth in the Request for Proposals ("RFP") to perform these needed services attached hereto as Exhibit "A" and incorporated herein as though set forth in full and as indicated in the response to RFP attached hereto as Exhibit "B" and incorporated herein as though fully set forth.

17. Successor and Assigns. City and Service Provider each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

18. Legal Requirements and Permits. The Service Provider agrees to fully comply with all local, City, State and Federal laws, regulations and ordinances governing performance of contractual services required hereunder, and it will be the responsibility of the Service Provider to obtain any and all necessary licenses, permits and/or clearances.

19. Attorney's 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 attorney's 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.

20. 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.

21. Familiarity with Work. By executing this Agreement, Service Provider warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

22. Records and Reports

A. Reports. Service Provider shall periodically prepare and submit to the Finance Director such reports concerning the performance of the services required by this Agreement as the Finance Director shall require.

B. Records. Service Provider shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Finance Director to evaluate the performance of such services. The Finance Director shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

C. Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Service Provider in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Finance Director or upon the termination of this Agreement, and Service Provider shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials hereunder. Service Provider may retain copies of such documents for its own use. Service Provider shall have an unrestricted right to use the concepts embodied therein.

D. Release of Documents. All drawings, specifications, reports, records,

documents, and other materials prepared by Service Provider in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Finance Director.

E. Cost Records. Service Provider shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred while performing under this Agreement and shall make such materials available at its offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment for inspection by City and copies thereof shall be promptly furnished to City upon request.

23. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

24. Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

25. Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Service Provider. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

26. Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

27. Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

This agreement and the attachments and exhibits incorporated herein by reference, represents the entire agreement and understanding between the parties. Any modifications to 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.

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

CITY OF MADERA

By: _____
, Mayor

___(service provider)_____

By: _____
_____(name)_____(title)

APPROVED AS TO FORM
City Attorney

By: _____
(name)

ATTEST:
City Clerk

By: _____
(name)

Attachment C

Insurance Requirements for Consultants

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, it's officers, agents, employees, and volunteers.
- $1,000,000 **Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

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 Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance
Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers
All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation
All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)
Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting
Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

Notice of Cancellation
Consultant agrees to oblige its insurance agent or broker and insurers to provide to the

City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims
Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance
Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

EXHIBIT B

THE PUN GROUP
ACCOUNTANTS & ADVISORS

August 5, 2019

City of Madera
Becky McCurdy
1030 S. Gateway Drive
Madera, California 93637

Dear Ms. McCurdy:

Please allow us to introduce our Firm and share our qualifications and proposed audit plan for the City of Madera (the "City") pursuant to your Request for Proposal for Professional Auditing Services for the Fiscal Years Ending June 30, 2019, 2020 and 2021. Our submittal package includes the following:

- ✓ Letter of Transmittal; and
- ✓ One (1) unbound original and two (2) bound copies of our Proposal.

A copy of the entire RFP package has been attached to the front of each proposal.

Each bid (Technical and Cost) has been printed two-sided in recycled paper with removable binding cones, and submitted in a sealed envelope, containing our Firm's name, address, and the statement "DO NOT OPEN UNTIL THE TIME OF BID OPENING".

In addition, the envelopes are marked on the outside as follows:

Bid: Professional Auditing Services
RFP No. 201920-02
Filling Deadline: Monday, August 5, 2019 – 3:00 PM

We look forward to the opportunity to provide the City of Madera with a premier level of service. If you have any questions regarding any aspect of our proposal, please feel free to contact us.

Sincerely,

The Pun Group, LLP
Certified Public Accountants and Business Advisors

Coley Delaney, CPA
Partner

4365 Executive Drive, Suite 710, San Diego, California 92121
Tel: 858-242-5100 • Fax: 858-242-5150
www.pungroup.com

CITY OF MADERA

REQUEST FOR PROPOSALS (RFP)
RFP 201920-02

PROFESSIONAL AUDITING SERVICES

RFP SUBMISSION DATE: MONDAY, August 5, 2019
BY
3:00 P.M.

PROPOSAL CONTACT:

Becky McCurdy
Purchasing-Central Supply
1030 S. Gateway Drive
Madera, CA 93637

Phone: (559) 661-5463
FAX: (559) 661-0760
Email: rmccurdy@cityofmadera.com

TABLE OF CONTENTS

Instructions and Conditions 03

General Information.....07

Scope of Work.....07

Background Information 12

Assistance to be Provided to the Auditor and Report Preparation 15

Proposal Content Instructions 15

Evaluation Process.....18

Negotiation 19

Attachments 20

A. Cost Schedule
B. Draft Agreement
C. Insurance Requirements for Consultants

REQUEST FOR PROPOSAL

PROFESSIONAL AUDITING SERVICES

RFP NO. 201920-02

July 10, 2019

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1. INSTRUCTIONS AND CONDITIONS

A. No bid proposal will be considered for award unless submitted in the bid format described in this Request for Proposal (RFP). The bid must be fully complete and executed. Bidders shall send three (3) copies of the completed proposals which will include; two (2) bound copies and one (1) unbound original with a copy of this RFP attached to the front of each proposal, with appropriate responses included.

Format: Proposal should be 8 ½ x 11 inches, printed two-sided on recycled paper with removable bindings, bound in a single document. Binding can be as simple as a staple. Original and copies may be submitted in one envelope/package.

Each bid proposal, consisting of the original and copies as directed above, must be submitted in a sealed envelope addressed to Becky McCurdy, City of Madera, Purchasing-Central Supply, 1030 South Gateway Drive, Madera, California 93637, and delivered prior to the time and date specified in this document. Each sealed envelope containing a bid proposal must have, on the outside, the name of the bidder, bidder's address and the statement "DO NOT OPEN UNTIL THE TIME OF BID OPENING" and in addition, must be plainly marked on the outside as follows:

Bid: PROFESSIONAL AUDITING SERVICES
RFP No. 201920-02
Filing Deadline: Monday, August 5, 2019 - 3:00 P.M.

B. Attention of bidders is especially directed to the specifications which, in addition to the bid proposal and these instructions, are basis for evaluation and will be part of any agreement with the successful bidder. Any deviations from the specifications in this notice shall be proper reason for rejection of all or any part of the bid proposal.

C. The City reserves the right to reject or accept any or all bids or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.

D. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation. The City reserves the right to seek supplementary information from any bidder at any

time after official proposal opening and before the award. Such information will be limited to clarification or amplification of information requested in the original proposal.

E. The City of Madera recognizes its policy of providing equal opportunity to all qualified Persons and hereby notifies all bidders that it encourages all bidders to take active race/gender-neutral steps to include Disadvantaged Business Enterprises in this and other City of Madera agreements. Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation. Bidders will not be discriminated against on the grounds of race, color, religious creed, sex or national origin in consideration for award.

F. The City reserves the right to modify this RFP at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing-Central Supply Division is the only method which should be relied on with respect to changes to the RFP. Bidder is responsible to contact City's Purchasing-Central Supply Division prior to submitting a bid to determine if any amendments were made to the RFP. Documents, amendments, addenda, etc. will be posted to the City website at https://www.madera.gov/purchasing on the Bid Announcement and Results page.

The City will not be responsible for verbal responses made by any parties including the designated contact and/or her/his designee. Before an award is made, any contact with City staff regarding this RFP, other than the designated contact or his/her designee(s), without prior written authorization is strictly prohibited and may render the bidder non-responsive.

No questions or inquiries regarding this RFP should be directed to any individual(s) at the sites detailed in this document. All inquiries should be submitted in writing per the process described in this document.

Questions and suggestions concerning the RFP must be submitted in writing no later than 3:00 p.m. Monday, July 29, 2019. Written questions or inquires should be emailed, mailed or faxed to:

Becky McCurdy
City of Madera
Purchasing-Central Supply
1030 S. Gateway Drive
Madera, CA 93637

rmccurdy@cityofmadera.com
FAX: (559) 661-0760

G. Proposals will be evaluated by the City. If a bid proposal is found to be incomplete or not in compliance with the format required, it will not be submitted for evaluation. During the evaluation process, the City may find it beneficial to request additional information. The City may request an interview with the top rated companies. A reference check may also be conducted.

H. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the bidder or his/her duly authorized representative, for the withdrawal of such proposal is filed with Purchasing-Central Supply. The withdrawal of a proposal shall not prejudice the right of a bidder to file a new proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.

I. The City reserves the right to seek supplementary information from any bidder at any time after official proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original proposal.

J. Issuance of the RFP and receipt of proposals does not commit the City to award an agreement. The City reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP. The City also reserves the right to apportion the award among more than one company.

K. An award under this RFP will not be based solely on the lowest price. If an award is made, it will go to the bidder(s) with the best overall proposal. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs.

L. An award will be made as soon as possible after the opening of bids. Bid proposals shall remain valid for at least ninety (90) days after the opening of bids. No bid proposal may be withdrawn after the bid opening.

M. It is the City's intent to award a single Contract for the work described. The City reserves the right to award a contract, or make no award, whichever is in the best interests of the City. The City also reserves the right to negotiate the terms and conditions of the contract resulting from this solicitation. The term of the contract shall be for three years with two additional one year options. Each extension of the contract is subject to the review and recommendation of the City, the satisfactory negotiation of terms (including a price acceptable to both the City of Madera and the selected firm), and annual availability of an appropriation The successful bidder shall enter into a formal agreement with the City which will be very similar in content to Attachment B: Draft Agreement which is provided for information purposes only and to help clarify City intent relevant to this RFP.

N. It is the City's policy to encourage the purchase of supplies, services, and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors, suppliers and contractors who maintain places of business located within the limits of the City and who have a current City of Madera business license.

Bidders will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Bidders will provide documentation of current use of local vendors and upon request, provide records showing ongoing outreach efforts made to local businesses to demonstrate that they have made a reasonable effort to inform local businesses of the opportunity.

The local vendor outreach policy shall not apply to those agreements where State or Federal law, or other laws or regulations preclude such a preference.

O. Each bidder shall carefully examine each and every term of this RFP; and each bidder shall judge all the circumstances and conditions affecting his/her bid. Failure on the part of any bidder to make such examination and to investigate thoroughly shall not be grounds for any declaration that the bidder did not understand the conditions of this RFP.

P. Bidder's Proprietary information: Upon award, all documents provided by the successful bidder shall become public record. All documents provided by any bidders, other than the successful bidder, shall become public record in their entirety and subject to disclosure, unless said documents are retrieved by the bidder within ten (10) business days of the award. This shall also include, but is not limited to documents for which all proposals are rejected and for which an award is not made for any reason. In the event that one or more proposals are returned to the bidding parities, it is the intent of the City that such documents shall not become public records of the City unless required by the California Public Records Act or other provision of law.

Q. Bidder shall supply any Federal or State of California License/Certification/Contractors License required to provide the services and a Certificate of Insurance in accordance with Attachment C: Insurance Requirements for Consultants.

Service provider, his agents, representatives, employees and subcontractors shall maintain current and appropriate vehicle operator licenses for any vehicle operated within the scope of this Agreement.

R. The City intends that other public agencies (county, special district, public authority, public agency, school district or other political subdivision of the state of California) shall have the option to participate in any agreement created because of this Invitation for Bid. The City of Madera shall incur no financial responsibility in connection with a purchase order from another public entity. Vendor's agreement or failure to agree to the "piggyback" agreement will not be a factor in the award. This piggyback will remain available for one year from the date of the Bid award.

Check one of the following:

i. □ Agree to extend all prices, terms, and conditions of my proposal to any other public agency located in the State of California with no exceptions.

ii. □ Agree to extend all prices, terms, and conditions of my proposal to any other public agency located in the State of California with the following exceptions noted, as attached.

iii. ☒ The Vendor does not agree to extend pricing, terms and conditions in our Bid to any other agency.

S. All expenses associated with the preparation and submission of a proposal to the City shall be the sole financial responsibility of the proposer.

2. GENERAL INFORMATION

The City of Madera is requesting proposals from qualified certified public accountant firms to audit its financial statements for the three fiscal years ending June 30, 2019, June 30, 2020, and June 30, 2021 with the option of extending this agreement for two additional one-year periods. To meet the requirements of this Request for Proposals, the audit shall be performed in accordance with:

1. Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants,

2. The standards for financial audits set forth in the U. S. General Accounting Office's *Government Auditing Standards (1994),*

3. The provisions of the Single Audit Act of 1984 (as amended in 1996),

4. The provisions of the U. S. Office of Management and Budget (OMB) Circular A-133, audits of States, Local Governments, and Non-Profit Organization, Audits of State and Local Governments,

5. Guidance for federal awards and agreements as provided in the Code of Federal Regulation (CFR)2 Part 200. Uniform Administrative Requirement, Cost Principles and Audit Requirements for Federal Awards.

6. Any other applicable standards for conducting examinations of those items outlined in the Scope of Work and/or Reports to be issued in conjunction therewith.

The City desires a Comprehensive Annual Financial Report (CAFR) to be prepared by the independent auditor and be fully compliant with all applicable GASB statements for the fiscal year ended June 30, 2019 and each of the subsequent years, June 30, 2020 and 2021 of the audit firm's contract with the City.

3. SCOPE OF WORK

The selected independent auditor will be required to perform the following tasks:

A. The audit firm will perform an audit of all funds of the City of Madera. The audit will be conducted in accordance with auditing standards generally accepted

in the United States of America and *Government Auditing Standards*, issued by the Comptroller of the United States. The City's Comprehensive Annual Financial Report (CAFR) will be prepared and word processed by the audit firm. The audit firm will render their auditors' report on the basic financial statements which will include both Government-Wide Financial Statements and Fund Financial Statements. The audit firm will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information pertaining to the General Fund and each major fund of the City. The audit shall include at a minimum the following components:

1. The audit firm shall perform agreed-upon auditing procedures pertaining to the City's GANN Limit (Appropriations Limit) and render a letter annually to the City regarding compliance.

2. The audit firm shall issue a separate "management letter" that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions. Management letters shall be addressed to the City Manager.

3. The audit firm may be consulted occasionally throughout the year as an information resource. The auditors may be asked to provide guidance on implementation of GASB requirements and specifics of Federal and State regulations as they may affect local government accounting. During the term of this contract, the City will implement any and all new GASB statements that are applicable to comply with governmental financial reporting standards as established by GASB.

In addition to the task identified above the City would like to request pricing on the following optional task:

1. Prepare the financial statements for the Financing Authority, a component unit of the City.

B. The audit firm will perform a single audit on the expenditures of federal grants in accordance with OMB Circular A-133 and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of the City's financial statements in accordance with *Government Auditing Standards* and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB Circular A-133. The single audit report will include appropriate schedule of expenditures of federal awards, footnotes, findings and questioned costs, including reportable conditions and material weaknesses, and follow up on prior audit findings where required.

C. The City of Madera operates a municipal golf course. On an as needed basis, the City requires the audit firm to perform a compliance review of the agreement between the City and the management company that has been retained to operate and manage the golf course.

D. Reports to be issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

E. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.

2. A report on the internal control structure based on the auditors' understanding of the control structure and assessment of control risk.

3. A report on compliance with applicable laws and regulations.

4. An "in-relation-to" report on the schedule of federal financial assistance.

5. A report on the internal control structure used in administering federal financial assistance programs (this report may be combined with report number 2).

6. A report on compliance with specific requirement applicable to major federal financial assistance programs.

7. A report on compliance with specific requirements applicable to non-major federal financial assistance programs (this report may be combined with report number 6).

8. A report on compliance with general requirements for both major and non-major federal financial assistance programs.

9. Agreed-upon procedures reports regarding verification of the Gann limit.

10. Statistical tables in accordance with GASB 44.

In the required report(s) on internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified

as such in the report.

Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the report (s) on internal controls.

The reports on compliance shall include all instances of noncompliance.

F. Irregularities and Illegal Acts

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: City Manager; City Attorney; and the Director of Finance.

G. Special Considerations

1. The City of Madera has determined that the United States Department of Transportation will function as the cognizant agency in accordance with the provisions of the Single Audit Act Amendments of 1996 and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and Non-Profit Organizations.

2. The schedule of federal financial assistance and related auditor's report, as well as the reports on the internal controls and compliance are not to be included in the Comprehensive Annual Financial Report, but are to be issued separately.

H. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of seven (7) years, unless the firm is notified in writing by the City of Madera of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- City of Madera
- U.S. Department of Transportation
- U.S. General Accounting Office (GAO)
- Parties designated by the federal or state government or by the City of Madera as part of an audit quality review process.
- Auditors of entities of which the City is a sub-recipient of grant funds.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of

continuing accounting significance.

I. Audit Schedule

The planning phase of the audit engagement may commence upon receipt of a Notice to Proceed to be issued after award by City Council and execution of a City-standard two-party agreement. The audit shall provide the City with an audit plan and a list of schedules to be prepared by City personnel prior to the beginning of fieldwork. Interim fieldwork would be expected to be performed in June with the final phase of fieldwork commencing in September.

The City will attempt to have the books closed and all agreed upon schedules available for the auditors by the second Friday in October.

In the period ending June 30, 2019 the auditor and the Director of Finance shall adopt a schedule for production of the final reports with the understanding that the dates listed below are the preferred dates for production of the reports. In all subsequent years the auditor shall have drafts of the final reports and recommendations to management available for review by the Finance Director by the following dates:

City of Madera	2nd Friday in November
Financing Authority	2nd Friday in November
Successor Agency to the former Madera Redevelopment Agency	2nd Friday in November

J. Entrance Conferences, Progress Reporting and Exit Conferences

An entrance conference should be scheduled prior to beginning interim fieldwork. Progress reports are expected on at least a monthly basis to the Finance Director. An exit conference to summarize the results of fieldwork and to review significant findings is expected on the last day of fieldwork or shortly thereafter.

K. Final Reports

The Finance Department will complete their review of the draft report as expeditiously as possible. This process is not expected to exceed two weeks. During that period, the auditor should be available for any meetings that may be necessary to discuss the drafts. Once all issues for discussion are resolved, the auditor shall publish, produce and deliver to City ten (10) bound and one (1) photo ready copy of the final signed report. It is anticipated that this process will be completed and the final reports delivered by the following dates:

City of Madera	November 22
Financing Authority	November 22

4. BACKGROUND INFORMATION

A. City Representative

The auditor's principal contact with the City will be Susan O'Haro, Acting Director of Finance or a designated representative, who will coordinate the assistance to be provided by the City to the auditor.

B. Background Information

The City of Madera is a general law, full service municipality located in the Central San Joaquin Valley, 30 miles north of Fresno. The City operates under the Council-Manager form of government and provides basic local governmental services including public safety, maintenance and construction of public improvements, cultural, recreation, planning, zoning and general administration. In addition, the City operates enterprises including: Water, Sewer, Waste Disposal and a General Aviation Airport.

The City has a total operating fund budget of approximately $90 million for fiscal year ending June 30, 2019 and employs approximately 325 full-time equivalent employees.

The City is organized into approximately 17 departments and agencies. The accounting and financial reporting functions of the City are centralized.

C. Financial Operations

The City's Finance Department is headed by Susan O'Haro, Acting Director of Finance and consists of 16 employees. The principal functions performed and the number of employees assigned to each are as follows:

Function	Number of Employees
Accounting	3
Audit and Budget	4
Payroll	1
Business License	1
Accounts Payable	1
Investments/Special Districts	1
Accounts Receivable	1
Cashier	8
Collections	3
Clerical	8

D. Fund Structure

The City of Madera uses the following fund types and account groups in its financial reporting:

Fund type/Account Group	Number of Individual Funds	Number w/Legally Adopted Annual Budgets
General Fund	5	5
Special Revenue Funds	141	141
Debt Service Funds	3	3
Capital Projects Funds	8	8
Enterprise Funds	8	8
Internal Service Funds	3	3
Private Purpose Trust Funds	1	N/A
Non-expendable Trust Funds	-	-
Pension Trust Funds	-	-
Agency Funds	1	N/A
General Fixed Assets Account	1	N/A
General Long-Term Debt Account	1	N/A

E. Federal and State Financial Assistance

During the fiscal year 2018/19 the City of Madera received the following financial assistance:

Catalog of Federal Domestic Assistance $	**Program**	**FY 2018/19 Expenditure**
20.507	Federal Transit Administration	863,000
14.218	Community Development Block Grant	575,060

And several smaller Federal and State pass through awards.

F. Pension Plan

The City of Madera participates in the California Public Employees Retirement System (PERS), an agent multiple-employer plan. Actuarial services for the plan are provided by PERS.

G. Component Units

The City is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's Codification of Governmental

Accounting and Financial Reporting Standards Section 2100. Using these criteria, component units have a fiscal year end of June 30 and are to be audited as part of the City's financial statements.

The management of the City identified the following component units for inclusion in the City's financial statements:

1. **Housing Authority of the City of Madera.** The Housing Authority of the City of Madera was activated by the City Council of the City of Madera on July 3, 1985. The purpose of the Housing Authority is to respond to the need for affordable housing in Madera by providing a financing mechanism to encourage such development in the City. Additional housing services, such as operation of the Section 8 Rent Subsidy program, are carried out on behalf of the Housing Authority of the City of Madera by the Riverside County Housing Authority. The members of the City Council of the City of Madera currently serve as the Commissioners of the Housing Authority.

2. **City of Madera Financing Authority.** The City of Madera Financing Authority was created by a joint exercise of joint powers agreement between the City of Madera and the Redevelopment Agency of the City of Madera on February 1, 1991. The purpose of the Authority is to provide, through the issuance of debt, financing necessary for various capital improvements. The Authority is administered by the Board who are the members of the City Council and the Mayor. The Authority's sole source of income is installment sale, loan and lease payments received from the City and Successor Agency to the former Madera Redevelopment Agency which are used to meet the debt service requirements on debt issues.

H. Computer Systems

COMPUTER HARDWARE

Type of Equipment	Number	Networked
Multiple Servers	50 (approx.)	Yes
Personal Computers	300 (approx.)	Yes

COMPUTER SOFTWARE

Vendor	Major Applications
Tyler Munis	General Ledger, Accounts Payable, Budget, Capital Assets, Utility Billing (tentative go-live 02/18/2020
MAIS	Utility Billing – expect to transition to Munis 02/18/2020
Executime	Payroll
TRACUM	Fleet Management

I. Availability of Comprehensive Annual Financial Reports

The Audited Financial Statements for the last three years are available on the City's website at www.madera.gov Click on "Departments", click on "Finance" and you will see the link for the Audited Financial Statements.

5. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Finance Department Assistance

The Finance Department staff and responsible personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the City, with the assistance of the auditor.

City Staff will assist the auditors in identifying and locating supporting documentation.

The auditors may be responsible for pulling some files and refiling them depending on the items requested.

B. Information Technology (IT) Assistance

IT Personnel will be available to provide system's documentation and explanations. The auditor will not be provided computer time and the use of the City's computer hardware and software unless mutually agreed upon. However, various computer reports will be provided to the auditor as required.

C. Statements and Schedules to be Prepared by the Staff of the City

The City will prepare statements and schedules for the auditor as requested.

D. Work Area, Telephones, Photocopying and FAX Machines

The City will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to a telephone line, photocopying machine, and FAX machine.

Long distance telephone and/or FAX communications will be charged to the auditor.

6. PROPOSAL CONTENT INSTRUCTIONS

Please submit three (3) hard copies of your proposal to the City of Madera which will include; two (2) bound copies and one (1) unbound original with a copy of this RFP attached to the front of each proposal. Please keep your proposal as concise as possible. The proposal must contain the information below. To easily rate your proposal; please format your response to coordinate with the numbering system outlined below. For

example, section #1, would be your firm's Transmittal Letter, section #2 would contain the general Information about your firm and so forth.

1. Each proposal shall include a transmittal letter with the firm's address, telephone number, e-mail address. The transmittal letter should be signed by a legally authorized representative of the company, briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for fiscal years 2018-19, 2019-20, and 2020-21.

2. Each bidder should include a summary of their proposed management plan covering specifications and qualifications.

3. The proposal should present qualifications that demonstrate the bidder's ability to successfully accomplish this project.

4. The firm is required to include a summarization of the results of its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall provide information on the results of any Federal or State desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with State regulatory bodies or professional organizations.

5. Each bidder shall provide three references. (Regarding references, bidders shall determine prior to including the references in the proposal that the references are relevant, contact information is accurate, and reference contact has agreed to provide a complete and uncensored testimony.)

6. Each bidder may, but is not required to, include additional references, resumes and any other materials deemed necessary but not provided otherwise (such as promotional literature, etc.). Note that these materials may or may not be reviewed by all evaluators and may not be part of the official evaluation except to the extent they support qualifications and experience.

7. Specific Audit Approach

The proposal should set forth a summarized work plan, including an explanation of the audit methodology to be followed, to perform the required services as described in this request for proposal. The work plan should reference such sources of information as the City of Madera budget and related materials, organizational charts, manuals and programs, and financial and other management information systems. Proposers will be

required to provide the following information on their audit approach:

a. Proposed segmentation of the engagement

b. Level of staff and number of hours to be assigned to each proposed segment of the engagement.

c. Sample size and the extent to which statistical sampling is to be used in the engagement

d. Approach to be taken to gain and document an understanding of the City's internal control structure

e. Approach to be taken in determining laws and regulations that will be subject to audit test work

f. Approach to be taken in drawing audit sample for purposes of tests of compliance

8. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City.

9. Cost Proposal

a. Total All-Inclusive Price.

The Bid Proposal Authorization and cost schedule (forms included in this RFP as: Attachment A) shall contain all pricing information relative to performing the audit engagement as well as the other tasks defined in this RFP, for each of the three contract years as described in this request for proposal. The total all-inclusive price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The City will not be responsible for expenses incurred in preparing and submitting the response to this RFP. Such costs shall not be included in the proposal.

A Total All-Inclusive Price for the 2018-19, 2019-20, and 2020-21 fiscal year engagements for each of the Cost Schedules shall be completed. **THE COST IS TO APPEAR IN BOTH NUMBERS AND IN WORDS.**

b. Rates for Additional Professional Services

If it should become necessary for the City to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the firm. Any such additional work agreed to between the City and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the cost schedule.

c. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's cost schedule proposal. Interim billing shall cover a period of not less than a calendar month. The final ten percent (10%) of the *Total All-Inclusive Price* will be paid upon delivery of the firm's final reports.

7. EVALUATION PROCESS

A. Review of Proposals

An evaluation team will be assembled by the City. Each evaluator will first score each proposal by each of the criteria described below. The evaluation will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite score for each firm. Ranking will be assigned based on the composite score.

B. Evaluation Criteria

Proposals will be numerically scored and ranked using the criteria and weighting described in this section. The scores assigned will reflect the extent to which criteria is fulfilled relative to other proposals. The evaluation criteria and maximum score that can be achieved for each criterion are presented as follows:

Evaluation Criteria and Maximum Evaluation Score

Criteria	Maximum Evaluation Score
Ability to meet the stated requirements including adequacy of proposed staffing, techniques and procedures	20
Past performance and experience with emphasis on comparable government experience	20
Conformance to terms of RFP in preparing and submitting the proposal	10
Implementation Plan	15
Cost Proposal Rates	35
Total Maximum Score	**100**

The City reserves the right to act in the best interest of the City and its residents and businesses, including the right to reject a proposal that is given the highest quantitative scoring in the evaluation process if the proposal is not in the best interest of its residents and businesses.

8. NEGOTIATION

The City of Madera shall reserve the right to negotiate any terms and conditions of the RFPs received, with the final candidate prior to acceptance/rejection of said proposals. Upon determination of the highest ranked Bidder, staff will commence negotiations with the firm that received the highest ranking. The negotiations will be conducted in accordance with City of Madera policies and procedures. When negotiations are successfully concluded, staff will present their recommendation to the City Council.

* * * * * * * * * * * * * *

Note: This entire packet should be returned with the bid.

Attachment A

CITY OF MADERA

BID PROPOSAL AUTHORIZATION
And COST SCHEDULE

PROFESSIONAL AUDITING SERVICES

RFP NO. 201920-02

DATE _____

COMPANY NAME _____

STREET ADDRESS _____

CITY / STATE / ZIP _____

PHONE NUMBER _____

EMAIL _____

PERSON PREPARING BID _____

POSITION _____

SIGNATURE _____

COST SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

FOR THE AUDITS OF THE FY 2018-19 THROUGH 2020-21 AND PREPARATION OF COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)

	Hours	Hourly Rates	Total $ FY 2018-2019	Total $ FY 2019-2020	Total $ FY 2020-2021
Partners					
Managers					
Supervisory Staff					
Staff					
Other (specify)					
Total for services					
Other (specify): Estimated number of hours required from City to develop permanent file: _____ From City Clerk's Office _____ From Finance Department					
Total all-inclusive maximum price (3 years total): $					
Total all-inclusive maximum price (3 years total) IN WORDS :					

COST SCHEDULE FOR THE SINGLE AUDIT REPORT

	Hours	Hourly Rates	Total $ FY 2018-2019	Total $ FY 2019-2020	Total $ FY 2020-2021
Partners					
Managers					
Supervisory Staff					
Staff					
Other (specify)					
Total price for the Single Audit Report: $					
Total price in WORDS:					

COST SCHEDULE FOR THE PREPARATION OF THE GOLF COURSE COMPLIANCE REVIEW

	Hours	Hourly Rates	Total $ FY 2018-2019	Total $ FY 2019-2020	Total $ FY 2020-2021
Partners					
Managers					
Supervisory Staff					
Staff					
Other (specify)					
Total price for the Golf Course Compliance Review: $					
Total price in WORDS:					

COST SCHEDULE FOR THE CITY OF MADERA FINANCING AUTHORITY AUDIT REPORT

	Hours	Hourly Rates	Total $ FY 2018-2019	Total $ FY 2019-2020	Total $ FY 2020-2021
Partners					
Managers					
Supervisory Staff					
Staff					
Other (specify)					
Total price for the City of Madera Financing Authority Audit Report: $					
Total price in WORDS:					

COST SCHEDULE FOR THE CITY OF MADERA ADDITIONAL PROFESSIONAL SERVICES

	Hourly Rates
Partners	
Managers	
Supervisory Staff	
Staff	
Other (specify)	

Attachment B

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL AUDITING SERVICES ("Agreement"), made this _____ day of _____, 2019, by and between the City of Madera ("City") and _____, ("Service Provider");

RECITALS

A. City desires to retain a qualified firm to provide professional auditing services in accordance with the terms of Request for Proposal Professional Auditing Services RFP No. 201920-02 ("RFP"). The Service Provider has responded to the Request for Proposals ("RFP") to perform these needed services attached hereto as Exhibit "A" and incorporated herein as though set forth in full and as indicated in the response to RFP attached hereto as Exhibit "B" and incorporated herein as though fully set forth. The City desires to have the Service Provider perform the work in accordance with the RFP and the response thereto prepared by the Service Provider. The work to be performed in accordance with Exhibit "A" and Exhibit "B" is hereinafter referred to as "Professional Auditing Services."

B. The Service Provider represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct these services for City as described in their response to RFP and accepted as final.

AGREEMENT

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

1. Services. The City hereby employs Service Provider to perform the Professional Auditing Services herein set forth at the compensation and upon the terms and conditions herein expressed, and Service Provider hereby agrees to perform such services for said compensation, and upon said terms and conditions City hereby authorizes Service Provider to commence work on _____, 2019. In the event of any inconsistency between the terms contained in the RFP and response thereto, the terms set forth in the main body of this Agreement shall govern.

2. Compensation. As compensation for all services of Service Provider in performance of this Agreement, City shall pay Service Provider as described herein. For the services rendered pursuant to this Agreement, Service Provider shall be compensated and reimbursed, in accordance with the schedule of fees set forth in Exhibit "A,"

A. Method of Payment. In any month in which Service Provider wishes to receive payment, Service Provider shall no later than the first working day of such month, submit to City in the form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. Payments shall be based on the hourly rates as set forth in Exhibit "A" for authorized services performed. City shall pay Service Provider for all expenses stated thereon, which are approved by City consistent with this Agreement, within thirty (30) days of receipt of Service Provider's invoice.

3. Changes. In the event any change or changes in the Scope of Services/Work is requested by City, the parties hereto shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Service Provider's profession.

Any changes to this Agreement requested by either City or Service Provider 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 a writing.

4. Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the City Council of City for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to City.

5. Entire Agreement. This Agreement consists of the following documents, in order of precedence, and shall be the entire agreement between parties:

This Agreement

A. City's Request for Proposal _____, dated _____, 2019

B. Service Provider's response to RFP dated _____, 2019 and all attachments thereto, by reference, included herein.

6. Term of Agreement. Unless earlier terminated in accordance with Section 12 of this Agreement, this Agreement shall continue in full force and effect for a period commencing on _____, 2019, and ending on _____, 2021, unless extended by

mutual written agreement of the parties. City and Service Provider may, upon mutual agreement of both parties, extend this Agreement for up to two (2) additional one-year terms.

7. Time for Completion. The time for completion of the services to be performed by Service Provider is an essential condition of this Agreement. Service Provider shall prosecute regularly and diligently the work of this Agreement according to the agreed upon schedule of performance set forth in Exhibit's "A" and "B." Service Provider shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Service Provider. Delays shall not entitle Service Provider to any additional compensation regardless of the party responsible for the delay.

8. Performance Schedule

A. Time of Essence. Time is of the essence in the performance of this Agreement.

B. Schedule of Performance. All services rendered pursuant to this Agreement shall be performed pursuant to the agreed upon schedule of performance set forth in Exhibit's "A" and "B." The extension of any time period must be approved in writing by the City's Finance Director.

9. Force Majeure. The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Service Provider, including, but not limited to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if Service Provider shall within ten (10) days of the commencement of such condition notify the Finance Director who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Finance Director's judgment such delay is justified, and the Finance Director's determination shall be final and conclusive upon the parties to this Agreement.

10. Qualifications of Employees. The City may require dismissal from the work on this contract, employees whom it deems incompetent, careless or otherwise objectionable to the public interest.

11. Notices. Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

City of Madera
Finance Division
205 W. 4th Street
Madera, California 93637
559-661-5454

Service Provider
_____
_____
_____
_____

12. Termination

A. Termination for Contract Default. If at any time, in the opinion of the City Council, upon recommendation of the Finance Director, 1) Service Provider fails to conform to the requirements of this contract; 2) Service Provider seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceedings are commenced against the Service Provider which may interfere with the performance of the contract; or 4) Service Provider has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing may be served upon him; and should he neglect or refuse to provide means for a satisfactory compliance with contract as directed by the Finance Director within fourteen (14) days from the receipt of such notice the City Council in any such case shall have the right and power, at its option and without prejudice to any other right it may have, to terminate the contract. Any excess of the cost arising there from will be charged against the Service Provider and his sureties, who will be liable thereof. In the event of such termination, all monies due the Service Provider or retained under terms of the contract shall be forfeited to the City; but such forfeiture will not release the Service Provider or this sureties from liability for failure to fulfill the contract.

B. Termination for Convenience. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Service Provider, except that where termination is due to the fault of Service Provider and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Service Provider shall immediately cease all services hereunder except such as may be specifically approved by the Finance Director. Service Provider shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Finance Director thereafter. Service Provider may terminate this Agreement, with or without cause, upon thirty (30) days written notice to City.

13. Assignment and Subcontracting. The Service Provider shall not assign or subcontract the work, or any part thereof, without the previous written consent of the City, nor shall He assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the City has been obtained. No right under this

contract, no claim for money due or to become due hereunder shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the City. In case the Service Provider is permitted to assign monies due or to become due under this contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of work.

Should any subservice provider fail to perform in a satisfactory manner the work undertaken by him, his subcontract shall be immediately terminated by the Service Provider upon notice from the City. The Service Provider shall be fully responsible and accountable to the City for the acts and omissions of his subservice providers, and of persons directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this contract shall create any contractual relation between any subcontract and the City.

14. Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Service Provider, its agents or employees, perform the services required herein, except as otherwise set forth herein. Service Provider shall perform all services required herein as an independent contractor of City and shall not be an employee of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role; however, City shall have the right to review Service Provider's work product, result, and advice. Service Provider shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

15. Indemnification. The Service Provider agrees to indemnify, defend and hold harmless City and its officers, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation, costs and fees of litigation) of every nature arising out of or in connection with Service Provider's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

16 Insurance Requirements. During the term of this Agreement, Service Provider shall maintain, keep in force and pay all premiums required to maintain and keep in force liability and property damage insurance. The limits of such policy shall be as required by the City of Madera as set forth in the Request for Proposals ("RFP") to perform these needed services attached hereto as Exhibit "A" and incorporated herein as though set forth in full and as indicated in the response to RFP attached hereto as Exhibit "B" and incorporated herein as though fully set forth.

17. Successor and Assigns. City and Service Provider each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

18. Legal Requirements and Permits. The Service Provider agrees to fully comply with all local, City, State and Federal laws, regulations and ordinances governing performance of contractual services required hereunder, and it will be the responsibility of the Service Provider to obtain any and all necessary licenses, permits and/or clearances.

19. Attorney's 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 attorney's 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.

20. 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.

21. Familiarity with Work. By executing this Agreement, Service Provider warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

22. Records and Reports

A. Reports. Service Provider shall periodically prepare and submit to the Finance Director such reports concerning the performance of the services required by this Agreement as the Finance Director shall require.

B. Records. Service Provider shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Finance Director to evaluate the performance of such services. The Finance Director shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

C. Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Service Provider in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Finance Director or upon the termination of this Agreement, and Service Provider shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials hereunder. Service Provider may retain copies of such documents for its own use. Service Provider shall have an unrestricted right to use the concepts embodied therein.

D. Release of Documents. All drawings, specifications, reports, records,

documents, and other materials prepared by Service Provider in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Finance Director.

E. Cost Records. Service Provider shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred while performing under this Agreement and shall make such materials available at its offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment for inspection by City and copies thereof shall be promptly furnished to City upon request.

23. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

24. Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

25. Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Service Provider. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

26. Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

27. Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

This agreement and the attachments and exhibits incorporated herein by reference, represents the entire agreement and understanding between the parties. Any modifications to 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.

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

CITY OF MADERA

By: _____
, Mayor

___(service provider)_____

By: _____
_____(name)_____(title)

APPROVED AS TO FORM
City Attorney

By: _____
(name)

ATTEST:
City Clerk

By: _____
(name)

Attachment C

Insurance Requirements for Consultants

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, it's officers, agents, employees, and volunteers.
- $1,000,000 **Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

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 Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance
Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers
All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation
All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)
Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting
Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

Notice of Cancellation
Consultant agrees to oblige its insurance agent or broker and insurers to provide to the

City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims
Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance
Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

ORIGINAL

PROPOSAL

CITY OF MADERA

MADERA, CALIFORNIA

Proposal to Perform Professional Auditing Services
RFP #201920-02

For the Fiscal Years Ending June 30, 2019, 2020 and 2021

AUGUST 5, 2019

Coley Delaney, CPA
Partner
4365 Executive Drive, Suite 710, San Diego, California 92121
Phone: (858) 242-5101 | **Fax:** (949) 777-8850 | **Email:** coley.delaney@pungroup.com

California CPA License Number: PAR 7601
Federal Identification Number: 46-4016990

THE PUN GROUP
ACCOUNTANTS & ADVISORS

CITY OF MADERA

Table of Contents

Letter of Transmittal **1**

Executive Summary **3**

Independence 3

License to Practice in California 3

Business Certificate 3

Insurance 3

Firm Qualifications and Experience 4
- Affiliation with Allinial Global (Global Capabilities) 4
- Memberships 4
- Our Services 5
- New Service – Introducing Cannabis Compliance Services 5
- Staff Consistency 6
- Local Office's Information Technology (IT) Audit Capabilities 6
- External Peer Review 7
- Federal or State Desk Review 8
- Disciplinary Action 8

Our Professionals **9**

Partner, Supervisory and Staff Qualifications and Experience 9
- Engagement Team Resumes 11
- Quality-Control System 20
- Professional Development 20

Experience and Approach **21**

Similar Engagements with Other Government Entities 21
- Firm's Municipal Clients 23

Specific Audit Approach 27
- Scope of Work 27
- Objectives of Our Services 29
- Project Management 30
- Proposed Segmentation of the Engagement 30
- Milestones and Proposed Timeline 31
- Level of Staff and Number of Hours to be Assigned to Each Segment of the Engagement 32
- Sample Size and the Extent to Which Statistical Sampling is to be Used in this Engagement 32
- Enhancing Auditing Quality with Artificial Intelligence 33
- Type and Extent of Analytical Procedures to be Used in the Engagement 33
- Approach to be Taken to Gain and Document an Understanding of the Internal Control Structure 34
- Approach to be Taken in Determining Laws and Regulations that Will be Subject to Audit Test Work 34
- Approach to be Taken in Drawing Audit Samples for Purposes of Tests of Compliance 34
- Client Training Seminar 35

Identification of Anticipated Potential Audit Problems 36

Table of Contents

Cost of Services **37**

Certification 37

Attachment A 38

Cost Schedule of Professional Fees and Expenses 39

Out of Pocket Expenses in the Total Maximum Price and Reimbursement Rates 43

Standard Hourly Rates 43

Manner of Payment 43

Let's Start a Dialogue **45**

Benefits of Choosing The Pun Group, LLP 45

Thank You 45

Appendices **47**

Proof of Insurance – Sample Certificate 47

WHO WE ARE

"Combining decades of experience, integrity, technical expertise, a commitment to hard work, and continual learning and understanding, associates at The Pun Group are leaders in their field. We work with your team to lay out clear methodology and concrete objectives, then work with you and guide you through every engagement, keeping the goals squarely in front."

THE PUN GROUP
ACCOUNTANTS & ADVISORS

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THE PUN GROUP
ACCOUNTANTS & ADVISORS

August 5, 2019

City of Madera
Becky McCurdy
1030 S. Gateway Drive
Madera, California 93637

Dear Ms. McCurdy:

Please allow us to introduce our Firm and share our qualifications and proposed audit plan for the City of Madera (the "City") pursuant to your Request for Proposal for Professional Auditing Services for the Fiscal Years Ending June 30, 2019, 2020 and 2021. The Pun Group, LLP (the "Firm"), has the knowledge and experience necessary to become the City's next public accounting firm, and the work plan to ensure a smooth audit process.

This letter is an acknowledgment of the Firm's understanding of the work to be performed. We hereby offer our commitment to deliver all of the required work, complete the audit, and issue the necessary auditor's reports within the time periods outlined by the City.

The Pun Group is the right choice for the City because:

Strong Presence in California. The Pun Group is reputable for its government and nonprofit practice in California. Currently, we are the principal auditors for cities and towns such as Town of Danville, City of Clovis, City of Gustine, City of Lodi, City of Placerville, City of Redding, City of San Bernardino, City of Stockton, and several others. Accordingly, we have a deep understanding of the current demographic and the economic environment, and the local laws and regulations.

Recognized Leader in the Governmental Industry. The Pun Group is a proven leader in professional services to the government sector. Currently, The Pun Group is the firm of choice for 40 cities, 45 special districts, 5 transportation agencies, and 10 medical centers throughout California. Since 2012, both bankrupted cities, Stockton and San Bernardino, selected The Pun Group as their primary auditor because we had the capacity, knowledge, and experience to assist them in auditing their complicated transactions. As a result, our engagement team was able to catch up and complete their long overdue audits within a short timeframe. We would credit part of our success to our professional's participation with various professional organizations, bringing to our clients unparalleled knowledge of regulatory agencies and standard setters such as AICPA, FASB, GASB, GAO, ASCPA, CalCPA, GFOA, League of California Cities, among many others. Such experience is critical to address emerging accounting and auditing issues within the government environment.

Mr. Gary Caporicci (GASB Implementation Specialist) was the Conference Chair and Speaker at the CalCPA **Governmental Accounting & Auditing Conference** on May 7th, 2019. **Mr. Kenneth Pun** (Concurrent Partner) was part of the Planning Committee and a Speaker at the aforementioned conference.

Experience with Implementation of New GASB Standards and Audit of Pension Plans. Our GASB Implementation and Pension Specialist, Mr. Gary Caporicci, has provided audit services of pension plans for the City of Oakland (CA), City and County of San Francisco (CA), City of San Diego (CA), City of Houston (TX), and others. **Mr. Caporicci is a leading expert and has authored and taught the courses for the CalCPA and AICPA on GASB 68**, *Accounting and Financial Reporting for Pensions* and on **GASB 75**, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions.*

4365 Executive Drive, Suite 710, San Diego, California 92121
Tel: 858-242-5100 • Fax: 858-242-5150
www.pungroup.com

CITY OF MADERA

Letter of Transmittal

Our Commitment to Quality. The Firm is committed to providing piece of mind to our clients by providing the highest quality of professional services. The Firm is a member of the AICPA Governmental Audit Quality Center and has demonstrated our commitment to audit quality, including those performed under *Government Auditing Standards* and the Uniform Guidance. In addition, we are a recipient of the Single Audit Resource Center's Award for Excellence for 2017. This award is based on the positive feedback results from our clients in an independent survey, demonstrating our Firm's highest commitment to quality and client satisfaction. To further enhance our performance and quality, the Firm continually invests substantial resources in human capital and technology, incorporating the use of *Artificial Intelligence* technology into our audit process.

We understand that changing audit firms is not without its challenges. We value those relationships as well and therefore understand that it's important to have frequent communication and get up to speed quickly and efficiently. Our goal is to complete the audit in a way where we minimize disruptions to the City's daily operations. To accomplish this, we will:

- Develop a solid familiarity with the City's activities and processes.
- Create a detailed audit plan during the initial stages of the audit.
- Maintain on-going open lines of communication between the Engagement Team and the City's Management.
- Assign duties to staff members that are qualified and experienced.

This method ensures that the audit process will be performed steadily, progress communicated clearly, and work completed efficiently.

The Firm and all key engagement team professionals are licensed by the State of California to practice as Certified Public Accountants, and meet the Continuing Professional Education requirements under U.S. GAO's Government Auditing Standards to perform the proposed audits. The engagement partner and any employees proposed to be assigned to the audit do not have a record of substandard audit work nor have any outstanding claim of substandard work or unsatisfactory performance pending with the State Board of Accountancy or other professional organizations.

The Firm is an Equal Opportunity Employer and complies with all Federal and State hiring requirements.

This proposal is a firm and irrevocable offer valid for 90 days from the date of its submittal.

We hereby acknowledge the receipt of the Q&A dated July 19th, 2019.

In regards of the "piggyback" agreement, we would like to select the following: *"The Vendor does not agree to extend pricing, terms and conditions in our Bid to any other agency."*

I will serve as your primary contact for contract negotiations and stand steadfast to serve as your engagement partner. I am the managing partner and have been authorized to legally bind the Firm. Should you have any questions or wish to discuss this proposal, please do not hesitate to contact me at (858) 242-5101 or by email at coley.delaney@pungroup.com.

Thank you, and we look forward to the opportunity of keeping your trust and business.

Coley Delaney, CPA
Partner
The Pun Group, LLP

EXECUTIVE SUMMARY

"With more than 100 years of combined experience in the government and public agency space, we have become a trusted partner for jurisdictions throughout the western United States. The Pun Group provides strategic audit, accounting and consulting solutions that facilitate more informed decision-making by elected officials and staff."

THE PUN GROUP
ACCOUNTANTS & ADVISORS

THE
PUN GROUP

Independence

The Pun Group, LLP (the "Firm") requires all employees to adhere to strict independence standards in relation to the Firm's clients. These independence standards exceed, in many instances, the standards promulgated by the American Institute of Certified Public Accountants (AICPA).

The Pun Group, LLP certifies that it is independent of the City of Madera (the "City") and its components units. The Firm meets independence requirements defined by the United States Government Accountability Office's (U.S. GAO's) Government Auditing Standards, and the American Institute of Certified Public Accountants (AICPA).

The Firm will give the City of Madera written notice of any professional relationships entered into during the period of the agreement.

License to Practice in California

The Firm and all key professional staff are licensed by the State of California to practice as Certified Public Accountants, and meet the Continuing Professional Education requirements under U.S. GAO's Government Auditing Standards to perform the proposed audits.

Upon award, the Firm will obtain a valid Business License with the City of Madera.

State of California
Department of Consumer Affairs
California Board of Accountancy

Pursuant to the provisions of Chapter 1, Division 3 of the Business and Professions Code, the firm of

THE PUN GROUP, LLP

is duly registered and entitled to practice as a partnership of

Certified Public Accountants

in the State of California

In Witness Whereof, the President and Secretary-Treasurer affix their hands and the seal of the California Board of Accountancy on this seventeenth day of December, 2013

PRESIDENT

SECRETARY-TREASURER

dca

PAR 7601

Business Certificate

If awarded the contract, The Pun Group, LLP will obtain/possess a valid City of Madera Business License while conducting any work under this engagement.

Insurance

If awarded the contract, the Firm will maintain the minimum insurance requirements, during the entire term of their engagement. Within 15 days from the execution of the Agreement, the Firm will furnish the City satisfactory evidence of the insurance requirement and evidence that each carrier is required to give at least 30 days prior written notice of the cancellation of any policy during the effective period of the Agreement. The City will be named as an additional named insured under the Firm's policies as noted in the Agreement.

Firm Qualifications and Experience

The Pun Group, LLP, Certified Public Accountants and Business Advisors, founded in 2012, is a limited liability partnership. We are a full-service accounting firm comprised of forty (40) professionals providing auditing, accounting, and advisory services to our clients. Our Governmental Division comprises of thirty-five (35) full-time individuals. The Firm has no part-time employees.

The Firm's headquarter is located in Orange County, California with four branches in San Diego (California), Walnut Creek (California), Las Vegas (Nevada), and Phoenix (Arizona).

The combination of our hands-on experience and practical knowledge exercised by our audit professionals makes the Firm unique in our field. Our technical expertise and thorough understanding of current regulations and issues—along with the Firm's commitment to hard work, integrity, and teamwork on every engagement—enable us to help our clients succeed.

Our Partners' Group—which includes Kenneth H. Pun, Coley Delaney, Frances J. Kuo, John F. Georger, Jr., Gary M. Caporicci, Vanessa Burke, and Heidy K. Chow—provide auditing, accounting, and advisory services to numerous governmental entities throughout the United States. With more than one hundred (100) years of combined experience in the industry, we have become a trusted business partner, and are well-respected as leaders in the industry in one of the fastest growing firms. With nearly 100 government and not-for-profit audit clients and Partners who have a real passion for the industry, we believe we are unmatched regarding expertise.

All of our partners actively participate in industry associations focused on state and local governments. By participating in industry associations and activities, we are always up to date on the latest industry changes and the impact they will have on your operations. We will keep you, and our colleagues in the Firm, fully informed of these developments. Our team is committed to bringing the full breadth and depth of our expertise to the audit of the City offering outstanding value to you and your stakeholders. Our Managing Partner has published several thought leadership articles in the California State Municipal Finance Office magazine on auditing and other relevant topics.

A team of experienced accountants and financial professionals, The Pun Group, LLP seeks to provide dependable, tailored service to businesses across a wide spectrum.

Our *San Diego* office, located at 4365 Executive Drive, Suite 710, San Diego, California 92121 will perform the requested services for the City of Madera. However, we may assign additional staff from our other offices to the engagement, at no additional cost to the City of Madera.

While many accounting Firms can perform an audit, not all can build an excellent working relationship with their clients. The Pun Group, LLP prides itself on developing lasting, personal relationships with our clients. Our hands-on partner involvement and low personnel turnover are crucial tools to our success and highly beneficial to the City.

Affiliation with Allinial Global (Global Capabilities)

A MEMBER OF Allinial GLOBAL

The Pun Group, LLP is an independent member of Allinial Global, an association of over 100 independent accounting and consulting firms. Based in North America, Allinial Global offers international support by connecting its member firms to providers and global networks of accounting firms worldwide.

Memberships

The Pun Group, LLP is a member of the following professional organizations:

- America Institute of Certified Public Accountants (AICPA)
- AICPA Government Audit Quality Center (GAQC)
- AICPA Employee Benefit Plan Audit Quality Center (EBPAQC)
- AICPA Private Companies Practice Section (PCPS)
- California Society of Certified Public Accountants (CalCPA)

Our Services

Our partners and seasoned professionals are always available, guiding clients through their periods of rapid growth as well as the difficult times. And we're able to do that by offering a portfolio of accounting services that is as diverse as the jurisdictions and agencies themselves. The Pun Group, LLP has successfully provided professional auditing, accounting, financial reporting and management advisory/consulting services to a broad spectrum of governmental entities.

ASSURANCE

- Financial statement audits
- Compliance audits
- Performance audits
- Internal audits
- Service organization controls audits

ADVISORY

- Operational reviews/risk advisory services
- Forensic investigation
- Financial condition analysis
- Organizational structure review
- Cash flow analysis
- Debt restructuring consultation
- Litigation support and expert witness services

OTHER SERVICES

- Assistance with the preparation and review of the Comprehensive Annual Financial Report (CAFR)
- Government property lease excise tax compliance review
- Subrecipient monitoring
- Implementation of new GASB pronouncements
- Audit readiness services
- Contract Finance Director / Accountant services

New Service – Introducing Cannabis Compliance Services

In November 2016, California passed Proposition 64, the California Marijuana Legalization Initiative, also known as Adult Use of Marijuana Act. Proposition 64 legalized the recreational use of marijuana for adults aged 21 years or older, permitting use in a private home or at a business licensed for on-site marijuana consumption. It opens the door to commercial sales of marijuana. Many cities are now authorizing commercial cannabis to operate within their local jurisdiction. Compliance issues are common in California's newly regulated cannabis industry, which is no surprise given the complexity of the state's regulatory landscape.

The Pun Group, LLP has developed a platform to guide government agencies and commercial enterprises through the new and challenging steps in this emerging market. We have partnered with *Simplifya*, who has developed a cloud-based government agency / licensee compliance solution. *Simplifya*, headquartered in Denver, Colorado and at the forefront since legalization in Colorado, has been an industry leader in commercial cannabis compliance since 2016. This new software allows government agencies to monitor its licensees at every stage of the approval process. From initial licensing to renewal and continuing disclosure requirements. Your communities demand that these new cannabis businesses are operating based on the ordinances that you have passed. We can help ensure businesses are working in compliance and when they are not, you're notified.

The Pun Group, LLP has proven itself as a leader in the assurance and advisory field in the government arena. With the addition of *Simplifya* to our service offering, we have strengthened our position as a leading firm to help with your agencies' compliance needs and in unconventional areas, as they emerge.

Staff Consistency

The Firm is committed to maintaining staff continuity throughout audit engagements. While we cannot guarantee that our staff members will stay with the Firm, we encourage loyalty by paying competitive wages, offering opportunities for promotion, using state-of-the-art equipment, and providing excellent working conditions. We also offer benefits including retirement plans, medical plans, profit-sharing programs, and continuing education. The Firm is an equal-opportunity employer and complies with all federal and state hiring requirements. The Firm also supports affirmative-action philosophies and works hard to provide opportunities for self-enhancement to members of disadvantaged groups.

We guarantee that the partners assigned to this audit will be involved throughout the entire engagement term, and that assigned staff members will return to the City in future years if they are still with the firm. One of our primary audit concerns is staff continuity, and our hands-on partner involvement ensures that qualified and experienced professionals will perform audits efficiently and effectively every year of the engagement.

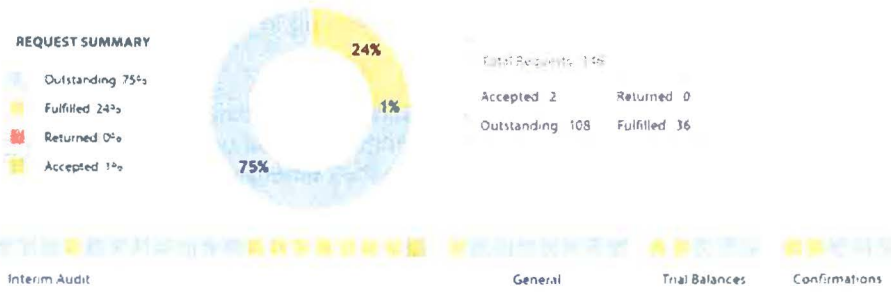
Local Office's Information Technology (IT) Audit Capabilities

The Pun Group, LLP continues our efforts in investing in our IT system to further enhance our security and promote audit efficiency.

Top security for your data is the key to our success. When we have your data virtualized, our Firm take all the preventive steps to avoid putting your information at risk. Our In-House IT administrator maintains our server to ensure our IT environment is being constantly updated with the latest security fixes. Through VPN and Microsoft Remote Desktop, our In-House network administrator can lockdown files and system access from a single point, limiting the ability for remote sites to take data from our server.

Access to systems from anywhere and anytime. With more mobility being the norm rather than the exception, our engagement team needs robust access to the engagement files when they are working in your office. Accounting and Auditing Software applications are installed in our "Private" server and can be securely accessed through VPN and Microsoft Remote Desktop. The Firm uses CCH ProSystem fx® Engagement for audit documentation, which allows real-time synchronization of the work papers and instant collaboration quality control review.

Secure Data File Transfer System. In order to improve audit efficiency, workflow management software plays an essential role between your organization and our engagement team. We employ a secure data file transfer system called Suralink. Suralink's dynamic request list is integrated with our secure file hosting system for seamless document-request coordination. It means all our requests are in one place, updated in real-time, and accessible by everyone working on the engagement. You, as a client, no longer have to manually maintain a spreadsheet amongst several people only to repeat the process in a day or two. Not only makes the operation more cost-efficient, it enables you and your team to spend your time getting the job done, not reconciling a messy list of outstanding items. The Suralink dashboard, as shown below, allows you to visualize the process of the document-request fulfilment.



External Peer Review

The Firm participates in the AICPA Peer Review Program, which is designed to identify weaknesses in accounting-service policies, practices, and procedures.

In 2018, an independent reviewer assessed the Firm's quality-control policies, reviewed administrative records, interviewed professional personnel, and inspected the Firm's working papers and reports from a representative sample of accounting and auditing engagements, including governmental audits. The reviewer concluded that the Firm fully complies with the AICPA's stringent standards for quality control.

A quality-control reviewer considers, among other things, a firm's policies regarding hiring, training, supervision, delegation of responsibilities, and access to technical resources.

The reviewer determined that the Firm's accounting and auditing work and internal quality-control system meet the AICPA's guidelines for professional standards.

The Firm's participation in the Peer Review Program demonstrates our commitment to quality. We also affirm our dedication to excellent client service through our voluntary memberships in the AICPA—including the AICPA's Governmental Audit Quality Center—and CalCPA.

EFPR GROUP, CPAs, PLLC

Report on the Firm's System of Quality Control

December 7, 2018

To the Partners of
The Pun Group, LLP
And the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of The Pun Group, LLP, (the firm), in effect for the year ended December 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and an audit of an employee benefit plan.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of The Pun Group, LLP, in effect for the year ended December 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. The Pun Group, LLP, has received a peer review rating of *pass*.

EFPR Group, CPAs, PLLC

EFPR Group, CPAs, PLLC
Corning, NY

CalCPA Peer Review Program

February 4, 2016

Kenneth Hing-Kwong Pun
The Pun Group LLP
200 E Sandpointe Ave
Suite 600
Santa Ana, CA 92707

Dear Mr Pun:

It is my pleasure to notify you that on January 27, 2016 the California Peer Review Committee accepted the report on the most recent system peer review of your firm The due date for your next review is June 30, 2018 This is the date by which all review documents should be completed and submitted to the administering entity

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,

Linda McCrone

Linda McCrone, CPA
Director, Peer Review Program

cc: John Lerias

Firm Number: 8192426 Review Number 372240

AICPA Peer Review Program

T: (650) 522-3094 F: (650) 522-3080

Federal or State Desk Review

No federal or state desk reviews or field reviews have been undertaken of any audits performed by the Firm or any of its partners, managers, or professionals during the past three (3) years.

Disciplinary Action

No disciplinary action has been taken by state regulatory bodies or professional organizations against the Firm or any of its partners, managers, or professionals during the past three (3) years.

The Firm has no conditions such as bankruptcy, pending litigations, planned office closures, mergers or any organizational conflict of interest that may affect the ability of the Firm to perform the required duties requested by the City of Madera.

OUR PROFESSIONALS

"Our team of partners and professional personnel provide stability for our clients. Working with the same team year after year provides significant strategic benefit, and allows for the growth of our relationship. All of our partners draw on years of experience, and practice our corporate philosophy in all interactions."

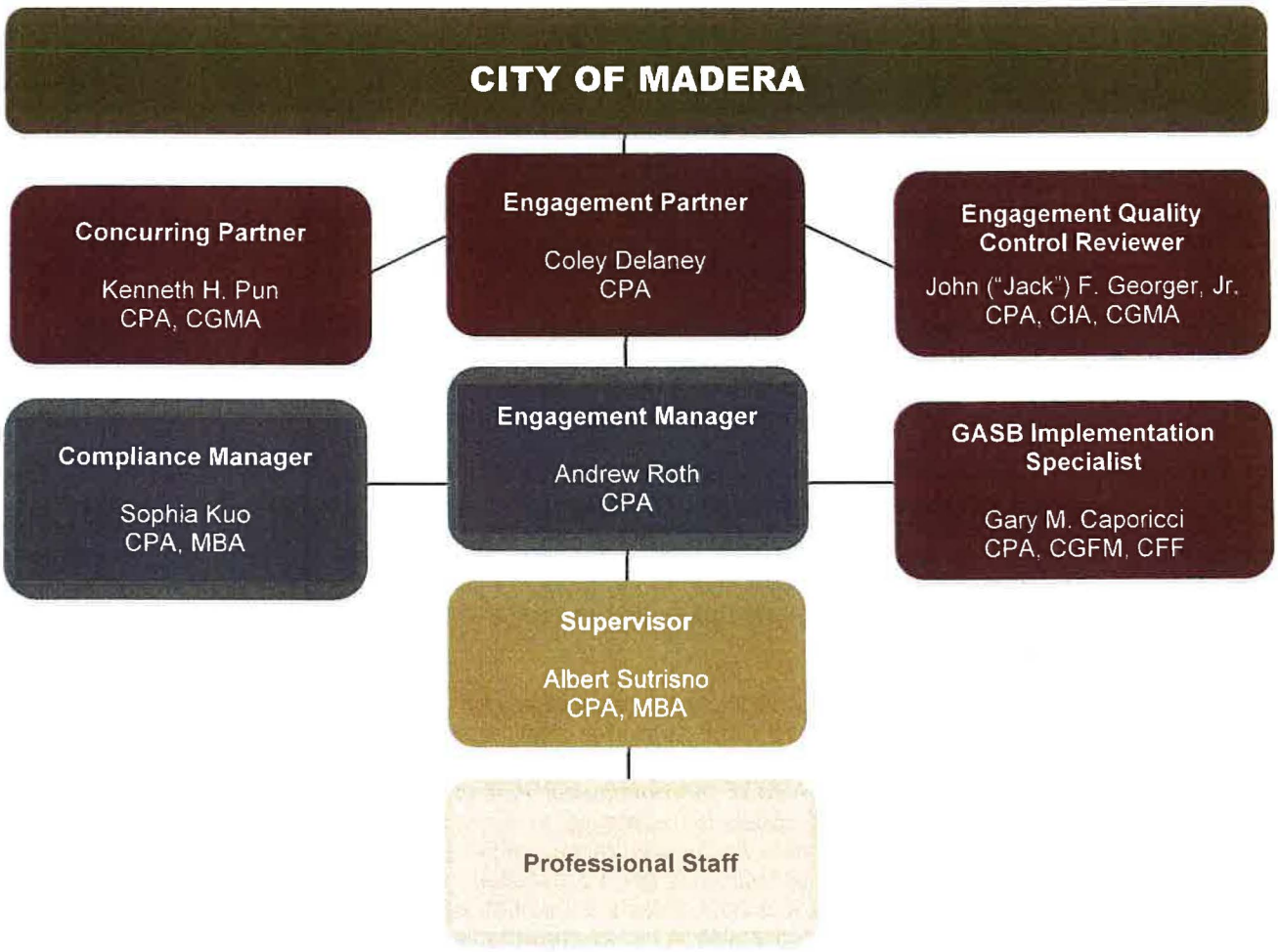
THE PUN GROUP
ACCOUNTANTS & ADVISORS

THE PUN GROUP

ACCOUNTANTS & ADVISORS

Partner, Supervisory and Staff Qualifications and Experience

The Engagement Team is carefully chosen to provide the City with all the services needed to successfully complete the audit. The Engagement and Concurring Partners are personally involved in the audit, and the Engagement Team has significant experience in governmental auditing. Our broad experience and technical capabilities allow us to provide technical support, interpret findings, and offer effective solutions to any issues that may arise.



The personnel assigned to this engagement are fully qualified to perform an effective audit of the City, and their extensive experience will be critical to the audit process. Our professionals are familiar with the complexities of governmental accounting, auditing, and financial reporting, including but not limited to, all GASB pronouncements, the Single Audit Act, Uniform Guidance (formerly known as OMB Circular A-133), and fund operations. They have held positions as professional certified public accountants but have also held significant roles within and outside of government agencies bringing to an agency the size of the City of Madera the thought leadership, quality and level of experience you require.

CITY OF MADERA

Our Professionals

Coley Delaney, CPA | Engagement Partner
Coley Delaney is an Assurance Services Partner who has extensive experience in providing audit and advisory services to federal, state and local government agencies including transportation agencies, state departments, cities, community colleges, hospitals, school districts, county offices of education, special districts, and joint powers authorities. Mr. Delaney brings a wealth of experience from his background in audits services in areas such as internal controls, policy development, revenue enhancement strategies, strategic planning, organization development and design, budgeting, evaluation and assessment of long-term obligations, debt financing and refinancing, fiscal restructuring and bankruptcy for municipalities. Mr. Delaney will actively act as the Engagement Partner with the assigned task of directly overseeing the Engagement Team, engagement planning and fieldwork, review for quality, and approve work papers and reports. Coley will be responsible for the timely delivery of all services for the City of Madera.

Kenneth H. Pun, CPA, CGMA | Concurring Partner
With over eighteen years of public accounting experience in the State and Local Government sector, Mr. Pun is the Managing Partner and an Assurance Partner at the Firm. Mr. Pun specializes in audits and management consulting for governmental organizations and has served as the Contract Deputy Finance Director for the City of San Marino in 2017. Mr. Pun also serves as the Chair of the California Society of CPAs Governmental Auditing Accounting Committee. Ken will act as the Concurring Partner and provide second partner review of significant high-risk areas, audit reports, and in resolution of significant accounting, auditing, and reporting matters.

John ("Jack") F. Georger, Jr., CPA, CIA, CGMA | Engagement Quality Control Reviewer
Throughout his forty years of experience, Mr. Georger has spent many years in Big 4 and national firms and worked diligently alongside numerous governmental municipalities, including cities, counties, and transportation agencies, as well as not-for-profit entities, providing clients with financial and compliance auditing as well as consultation services. Mr. Georger annually instructs over 300 hours in accounting and auditing subjects and has authored training material in governmental accounting and auditing for the AICPA. Mr. Georger is also the technical reviewer of the CCH Knowledge-Based Audits™ of State and Local Governments with Single Audits, GAAP Guide (FASB) and Governmental GAAP Guide (GASB), the gold-standard for audit firms throughout the United States. As the Chief Quality Officer in our Firm, he advises clients with their complex accounting questions, and supports the engagement team with audit issues. Mr. Georger is responsible for the review of all reports issued by the Firm to ensure the utmost quality and compliance with professional standards. Mr. Georger is responsible for the final quality-control review within the engagement.

Gary M. Caporicci, CPA, CGFM, CFF | GASB Implementation Specialist
Gary Caporicci is an appointed member of the State Controller's Retirement Advisory Committee. Mr. Caporicci is a leading expert and has authored and taught the courses for the CalCPA and AICPA on GASB 68, *Accounting and Financial Reporting for Pensions* and on GASB 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions.* Mr. Caporicci will utilize his expertise in providing advice and consultation during the implementation of the new GASB standards. As an assurance partner with over forty years of experience, Mr. Caporicci has provided financial and compliance audit and consultation services to governmental clients including cities, counties, transportation agencies, and school districts, as well as various not-for-profit entities. Mr. Caporicci will be responsible in providing advice and consultation for the implementation of new accounting standards.

Andrew Roth, CPA | Engagement Manager
Andrew Roth is an Assurance Services Manager in the Firm whose extensive auditing experience includes cities, counties, special districts, and not-for-profit entities. He will work closely with the Assurance partners directing and supervising the audit team in its daily activities and tasks. Andrew will serve as the primary point of contact for your team and will work to ensure the audit is conducted within the deadlines and will provide updates on our team's progress to the partners' and to you.

Sophia Kuo, CPA | Compliance Manager
Sophia Kuo holds his Advanced Certification in Single Audits through the AICPA, and years of experience auditing cities, counties, special districts, and not-for-profit entities. Mr. Kuo will serve as the Compliance Manager, directing the audit team in all compliance-related matters including the Uniform Guidance and Single Audit, and reports issued under specific laws and regulations.

Albert Sutrisno, CPA, MBA | Supervisor
Albert will work with the audit staff and the City of Madera personnel to create a seamless transition during the auditing process, and will secure the effective implementation of the audit approach.

Professional Staff
All governmental-audit members are qualified to perform financial and compliance audits of governmental agencies. This ensures that the staff quality will be consistent throughout the engagement term. Because we support both staff development and engagement continuity, we encourage senior and staff accountants to take increased responsibilities on their previous engagements as they advance professionally.

We commit to you if the City wishes to extend the annual contract beyond the proposed years, the Firm will accommodate requests by the City to rotate partners, managers and or supervisors assigned to the City's audit with personnel with similar or higher qualifications and experience.

If the Firm changes key personnel, we will provide the City with a written notification. Engagement personnel will only be changed with the express prior written permission from the City. Audit personnel may be replaced only by those with similar or better qualifications and experience.

Engagement Team Resumes

The City of Madera deserves experienced professionals who work as a team. The Pun Group, LLP will provide qualified professionals to perform the audit. Resumes for key Engagement Team members follow.

CITY OF MADERA

Our Professionals

Coley Delaney, CPA
Engagement Partner

EMAIL
coley.delaney@pungroup.com

WEBSITE
www.pungroup.com

Licensed by the State of California

EXPERIENCE

Coley Delaney is a Partner within The Pun Group, LLP's Assurance division. In his fifteen (15) years of accounting and auditing experience, Coley has worked with governmental agencies, not-for-profit entities, and private for-profit entities. He specializes in conducting financial audits under GAO Yellow Book standards and compliance audits in accordance with Uniform Guidance (formerly known as OMB Circular A-133).

Mr. Delaney has performed audits and other attestation services for several governmental agencies throughout California including cities, counties, redevelopment agencies, public financing authorities, housing authorities, transportation agencies, and special districts, and he has helped them publish their Comprehensive Annual Financial Reports in compliance with GASB Statement No. 34.

Mr. Delaney develops training materials and shares his expertise internally with other Firm professionals. Coley is a frequent speaker at in-house seminars on topics related to government auditing standards and Single Audits.

EDUCATION

BA Degree Business Economics, Emphasis in Accounting from the **University of California**, Santa Barbara.

LEADERSHIP & AFFILIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (CalCPA)

RELEVANT EXPERIENCE

- City of Stockton
- City of San Bernardino
- City of Escondido
- San Diego Metropolitan Transit System
- North County Transit District
- City of Clovis
- City of Encinitas
- City of Calexico
- Ventura County Transportation Commission
- San Diego Association of Governments

CONTINUING PROFESSIONAL EDUCATION

Various municipal accounting courses offered by the AICPA, CalCPA Education Foundation and local universities including:

- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met the current CPE educational requirements to perform audits of governmental agencies.

CITY OF MADERA

Our Professionals

Kenneth H. Pun, CPA, CGMA

Concurring Partner

EMAIL
ken.pun@pungroup.com

WEBSITE
www.pungroup.com

Licensed by the State of California

EXPERIENCE

Kenneth H. Pun is the Managing Partner and an Assurance Partner at The Pun Group, LLP, which he founded in 2012 after serving in senior-level positions for well-established national and regional firms. Under his leadership, The Pun Group has become one of the fastest growing in the region, currently ranking among the top 40, according to the Orange County Business Journal. Prior to founding The Pun Group, Ken has served clients in a variety of industries, including small to large state and local governmental agencies, insurance companies, not-for-profits, healthcare, technology and manufacturing and distribution clients. His career in public accounting was spent primarily with the Regional firms and National firms.

Leveraging more than 18 years of public accounting experience, Ken has earned a reputation of being a trusted advisor to governmental and Healthcare organizations throughout California and neighboring states. Municipalities and public agencies engage him because of his premier level of client service, commitment, and innovative methods of increasing operational efficiencies and reducing costs.

Ken maintains his deep commitment to professional education through his work as an instructor for CalCPA's Education Foundation. There, he teaches courses related to audits and quality control in local and state government. He also advises clients on those topics at influential industry forums. Internally, Ken mentors audit teams by providing direction and technical guidance to ensure adherence to the firm's quality controls.

EDUCATION

BS Degree in Business Administration, Emphasis in Accounting from the **University of California**, Riverside

LEADERSHIP & AFFILIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (CalCPA)
- Chair, CalCPA Governmental Accounting and Auditing Committee
- Member, CalCPA Governmental Accounting and Auditing Conference Planning Committee
- Member, Government Finance Officers Association (GFOA)
- Member, California Society of Municipal Finance Officers (CSMFO)
- Speaker, CSMFO Conference (2014)
- Instructor, CalCPA Fall Series (2014) – Long Beach and Orange County Chapter

RELEVANT EXPERIENCE

- City of Cerritos
- City of Gardena
- City of Huntington Park
- City of Lakewood
- City of San Bernardino
- City of Culver City
- City of Hermosa Beach
- City of Industry
- City of National City
- City of Stockton

CONTINUING PROFESSIONAL EDUCATION

Various municipal accounting courses offered by the AICPA, CalCPA Education Foundation and local universities including:

- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met the current CPE educational requirements to perform audits of governmental agencies.

Kenneth H. Pun, CPA*, CGMA

Engagement Partner

OTHER RELEVANT EXPERIENCE

City of Desert Hot Springs | During the year ended June 30, 2013, the City entered into a very complicated financial arrangement, New Market Tax Credit financing, for the construction of the Desert Hot Springs Health and Wellness Center. Our firm has guided the City in addressing complex accounting issues and helped to draft the stand-alone financial statements to fulfill the additional reporting requirements under the New Market Tax Credit financing.

City of Stockton | The City of Stockton filed a petition for Chapter 9 bankruptcy protection with the United States Bankruptcy Court on June 28, 2012, the largest municipal bankruptcy at the time. The Firm was engaged as audit liaison and advisor in 2012 for the City's 2011 audit. The City also hired the Firm to help to draft the Comprehensive Annual Financial Report following U.S. GAAP and in compliance with GFOA guidelines for the certificate of achievement for excellence in financial reporting program.

With the superb services provided, the City of Stockton also engaged the Firm to provide audit service for the years ending June 30, 2012, through 2015 due to the early termination of the contract from its predecessor firm. Mr. Kenneth H. Pun has been assigned as the engagement partner who facilitated the audit process since then. The engagement team completed the audit and issued the audit reports for the year ended June 30, 2012, and 2013 within the one-year timeframe.

San Diego Metropolitan Transit System ("MTS") | On January 1, 2003, California Senate Bill 1703 (SB 1703) became effective. SB 1703 required the consolidation of the planning and programming functions of MTS and the North County Transit District (NCTD) into the San Diego Association of Governments (SANDAG) in an initial transfer to take place before July 1, 2003. SB 1703 also required the consolidation of specific project development and construction functions of MTS and NCTD into SANDAG in a subsequent transfer to take place before January 30, 2004. The initial transfer occurred on July 1, 2003, and the subsequent transfer occurred on October 13, 2003. With these actions, employees were transferred from MTS and NCTD to SANDAG, as well as specific planning, development, and construction functions.

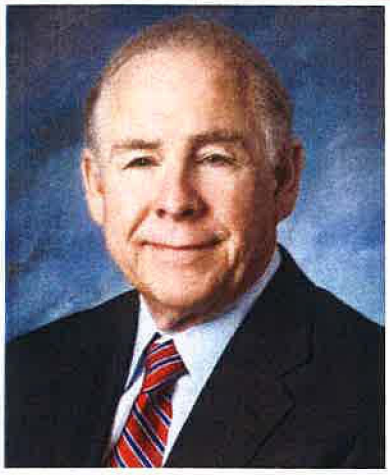
After the enactment of SB 1703, Mr. Kenneth H. Pun was able to convert the MTS financial model from the general-purpose government to stand-alone business-type activities government under GASB Statement No. 34 in 2007. By doing so, MTS has significantly improved their financial reporting.

CITY OF MADERA

Our Professionals

John F. Georger, Jr., CPA, CIA, CGMA

Engagement Quality Control Reviewer



EMAIL
jack.georger@pungroup.com

WEBSITE
www.pungroup.com

*Licensed by the *Licensed by the State of California, New York, Virginia, Maryland, District of Columbia, Missouri (inactive), Connecticut (inactive), and Wyoming (inactive)*

EXPERIENCE

Jack Georger is the Chief Qualify Officer within The Pun Group, LLP's Assurance division. By leveraging more than forty (40) years of public accounting and auditing experience in the government, agribusiness, financial services, manufacturing and non-profit sectors, Mr. Georger brings an in-depth knowledge and practical expertise to each client engagement.

Jack coordinates, plans, and manages financial audit activities, consulting activities, federal and state compliance audit activities, performance audits and numerous quality control and internal control reviews for a broad mix of governmental agencies and programs throughout the United States.

Mr. Georger leads our Peer Review department providing peer review services to other firms under the practice monitoring program of the AICPA.

Mr. Georger is a continuing professional education course instructor for the AICPA. Annually, he instructs over 300 hours in accounting and auditing subjects. He has authored training material in governmental accounting and auditing for the AICPA and is the technical reviewer of the CCH Knowledge-Based Audits™ of State and Local Governments with Single Audits, GAAP Guide (FASB) and Governmental GAAP Guide (GASB).

Mr. Georger is licensed to practice as a certified public accountant in the states of California, New York, Virginia, Maryland, District of Columbia, Missouri (inactive), Connecticut (inactive), and Wyoming (inactive), and is a Certified Internal Auditor (CIA).

EDUCATION

Bachelor of Science, **George Mason University Fairfax**, Virginia

LEADERSHIP & AFFILIATIONS

- Member and Instructor, American Institute of Certified Public Accountants (AICPA)
- Member, Institute of Internal Auditors
- Member, California Society of Certified Public Accountants (CalCPA)
- Member, New York Society of Certified Public Accountants (NYSSCPA)
- Chairman, NYSSCPA Government Accounting and Auditing Committee
- Member, NYSSCPA Auditing Standards Committee
- Member, NYSSCPA Sustainability Committee
- Member, NYSSCPA Not-for-Profit Committee
- Nevada Society of Certified Public Accountants (NSCPA)
- Member, Government Finance Officers Association (GFOA) – CAFR Reviewer
- Member, Institute of Internal Auditors

CONTINUING PROFESSIONAL EDUCATION

Instructor of over 300 hours of municipal accounting courses offered by the AICPA.
Has met the current CPE educational requirements to perform audits of governmental agencies.

CITY OF MADERA

Our Professionals

Gary M. Caporicci, CPA, CGFM, CFF
GASB Implementation Specialist

EMAIL
gary.caporicci@pungroup.com

WEBSITE
www.pungroup.com

Licensed by the State of California

EXPERIENCE

Gary M. Caporicci has more than forty years of diversified business experience, including a specialization in audit and management consulting for government organizations. Gary's clients include public and private universities and colleges, city and county governments, state agencies, joint power authorities, healthcare agencies, transportation agencies, and special districts. Known for his expertise in the areas of construction and government, Gary wrote the AICPA audit guides on these topics, and he has authored many audit and accounting courses for professional groups, as well as academic institutions. He frequently speaks and lectures at many professional organizations, governmental seminars, and conferences held by industry associations, other accounting firms, and universities. In addition, he authors white papers for the California Committee on Municipal Accounting.

Prior to working with the Firm, Gary founded his own accounting practice. He also spent eleven years with a "Big Eight" professional services firm, where he was an Audit Manager and gained broad experience in a wide range of industries such as government, construction, manufacturing, mutual funds, and insurance. Prior to that, Gary held a consultant position with a "Big Four" practice and was Vice President of a national insurance and financial services company.

In 2015 Gary Caporicci was appointed to the State Retirement Advisory Committee by the State Controller.

EDUCATION

BS Degree in Accounting and Finance from the **Armstrong University**

LEADERSHIP & AFFILIATIONS

- Member and Instructor, American Institute of Certified Public Accountants (AICPA)
- Member, Author and Instructor, California Society of Certified Public Accountants (CalCPA)
- Past Chair, CalCPA Governmental Accounting and Auditing Committee
- Chair and Speaker, CalCPA Governmental Accounting and Auditing State Conferences
- Member, CalCPA Council
- Chair, California Committee on Municipal Accounting (CCMA)
- Member, Government Finance Officers Association (GFOA)
- Member, California Society of Municipal Finance Officers (CSMFO)
- Member, Governmental Accounting Standards Board (GASB)
- Member, Deposit and Investment Risks Disclosure Task Force (GASB No. 40)
- National Reviewer and Speaker, Government Finance Officers Association
- Adjunct Professor, National University
- Past Member, Texas Governmental Accounting and Auditing Committee
- GFOA Certificate for Excellence in Financial Reporting – Reviewer

CONTINUING PROFESSIONAL EDUCATION

Author and instructor of various municipal accounting courses offered by the AICPA, CalCPA Education Foundation and local universities including:

- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met the current CPE educational requirements to perform audits of governmental agencies.

CITY OF MADERA

Our Professionals

Andrew Roth, CPA
Engagement Manager

EMAIL
andrew.roth@pungroup.com

WEBSITE
www.pungroup.com

Licensed by the State of California

EXPERIENCE

Andrew Roth is a Senior Manager within The Pun Group, LLP. He has more than twelve years of governmental and not-for-profit experience in the areas of financial audit and reporting under governmental and financial accounting standards, evaluation of internal controls under the Committee of Sponsoring Organizations of the Treadway Commission (COSO) Integrated Framework, performance of Single Audits under the Uniform Guidance, subrecipient monitoring of Federal Grants, corporate financial reporting, data analytics and exempt taxation. His client portfolio consists of moderate to large municipalities (cities and counties), municipal transportation districts, water districts, municipal electric utilities, and not-for-profit organization whose missions involve building communities. His governmental agency clients have federal grant expenditures that range from $100 million to $750 million annually.

In various engagements, Mr. Roth has been responsible for leading the service delivery where he has actively contributed and managed the planning process, implementation of the audit work plan, supervision of multiple audit teams, provided yearly team updates on the changes in compliance testing requirements for the Single Audits, and preparation of all deliverables including the Comprehensive Annual Financial Reports, the Single Audit, Compliance Reports, Data Collection Forms, and City Council/Board presentations. He has also been a guest speaker on topics involving Federal grants such as Update to Yellow Book Standards, Compliance Auditing, and Updates to the Uniform Guidance Procurement Requirements.

EDUCATION

BA Degree in Accounting from the **San Diego State University**, California.

LEADERSHIP & AFFILIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (CalCPA)

RELEVANT EXPERIENCE

- City of Stockton
- City of Redding
- City of National City
- City of San Bernardino
- City of Encinitas
- City of Clovis
- City of Lodi
- City of Placerville
- City of Shafter
- City of San Diego

CONTINUING PROFESSIONAL EDUCATION

Various municipal accounting courses offered by the AICPA, CalCPA Education Foundation and local universities including:

- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met the current CPE educational requirements to perform audits of governmental agencies.

CITY OF MADERA

Our Professionals

Sophia Kuo, CPA, MBA

Compliance Manager

EMAIL
sophia.kuo@pungroup.com

WEBSITE
www.pungroup.com

Licensed by the State of California

EXPERIENCE

Sophia Kuo is a Manager within The Pun Group, LLP's Assurance division. In her six years of accounting and auditing experience, Sophia has worked with governmental agencies, not-for-profit entities and private for-profit entities. She possesses governmental experience that ranges from GASB audit/reporting, Internal Controls/COSO Framework, Single Audit, Corporate Financial Reporting, Data Analysis and Taxation.

Ms. Kuo has performed audits and other attestation services for several governmental agencies throughout California including cities, counties, redevelopment agencies, public financing authorities, housing authorities, transportation agencies, and special districts, and she has helped them publish their Comprehensive Annual Financial Reports in compliance with GASB Statement No. 34.

In addition, Ms. Kuo has performed employees' retirement system audits to several of our clients.

EDUCATION

- MAcc from **Idaho State University**
- MBA from **Idaho State University**
- BA Degree in International Trade and Finance, Emphasis in Finance from **Fu Jen Catholic University**

LEADERSHIP & AFFILIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (CalCPA)

RELEVANT EXPERIENCE

- City of Gardena
- City of Huntington Park
- City of Lakewood
- City of Pomona
- City of Glendora
- City of Laguna Niguel
- City of Monterey
- City of Hermosa Beach

CONTINUING PROFESSIONAL EDUCATION

Various municipal accounting courses offered by the AICPA, CalCPA Education Foundation and local universities including:

- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met the current CPE educational requirements to perform audits of governmental agencies.

CITY OF MADERA

Our Professionals

Albert Sutrisno, CPA, MBA

Senior Auditor

EMAIL
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WEBSITE
www.pungroup.com

Licensed by the State of California

EXPERIENCE

Albert Sutrisno is a Senior Auditor within The Pun Group, LLP's Assurance division. In his three years of accounting and auditing experience, Albert has worked with governmental agencies, not-for-profit entities and private for-profit entities.

Albert has performed audits and other attestation services for several governmental agencies throughout California including cities, counties, redevelopment agencies, public financing authorities, housing authorities, transportation agencies, and special districts, and he has helped them publish their Comprehensive Annual Financial Reports in compliance with GASB Statement No. 34.

EDUCATION

- BA Degree in Accounting and Business Administration Emphasis in Entrepreneurial Finance from **Point Loma Nazarene University**.
- Masters of Business Administration from **Point Loma Nazarene University**.

LEADERSHIP & AFFILIATIONS

- Member, California Society of Certified Public Accountants (CalCPA)

RELEVANT EXPERIENCE

- City of Stockton
- City of San Bernardino
- City of Escondido
- City of National City
- San Diego Metropolitan Transit System
- City of Placerville
- City of South Gate
- City of Encinitas
- City of Shafter
- Ventura County Transportation Commission

CONTINUING PROFESSIONAL EDUCATION

Various municipal accounting courses offered by the AICPA, CalCPA Education Foundation and local universities including:

- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met the current CPE educational requirements to perform audits of governmental agencies.

Quality-Control System

Our Firm meticulously monitors the quality and contents of our reports. The Pun Group LLP is 100% committed to providing only the highest grade of work possible for our clients and for those who rely on our audits. The Firm strives to exceed professional industry standards because of the continuing respect for our clients and our emphasis on creating long-lasting relationships. The Pun Group LLP works exclusively with those who share the same moral integrity and values.

Our quality-control system has been crafted with excellence in mind. It not only meets AICPA standards but also matches our own elevated standards, which includes the following professional-development activities.

Professional Development

Each Engagement Team member is up-to-date with continuing professional education requirements. The Firm encourages staff members to participate in the continuing education programs offered by the AICPA and the CalCPA Education Foundation to always keep our staff well versed in the changing field and any new regulations. These classes include, among others:

- Basic Concepts of Governmental Accounting, Financial Reporting, and Auditing
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly known as OMB Circular A-133)
- Governmental and Nonprofit Annual Update
- Governmental Accounting and Auditing: The Annual Update
- Auditing Standards: A Comprehensive Review

Also, the Firm provides comprehensive in-house training for all levels of staff. The program includes seminars developed by the Firm, educational programs established by the AICPA and CalCPA, and on-the-job training.

Every year, all professional and administrative staff members receive an annual overview and review of topics such as these:

- Principles of accounting and financial reporting for state and local governments
- Governmental fund types
- Newly issued U.S. generally accepted auditing standards and government auditing standards
- Internal control evaluation approaches, including the COSO Internal Control Framework
- Updates on recent governmental accounting and reporting guidelines and pronouncements
- Single Audit requirements and approaches
- Risk-based audit approaches
- Working paper techniques
- Current issues facing the governmental community

These ongoing continuing education activities and training programs ensure that the Engagement Team is always receiving the most current and pertinent information; we believe that an educated staff is a necessity when providing the most efficient and effective audit of the City of Madera.

EXPERIENCE AND APPROACH

"Our audits provide an objective view of each organization's financial situation. Our professionals will provide evidence-based advice for improved operating efficiency and strengthen internal control."

THE PUN GROUP
ACCOUNTANTS & ADVISORS

THE PUN GROUP
ACCOUNTANTS & ADVISORS

Similar Engagements with Other Government Entities

The following five clients are examples of some of the engagements that are similar to the requirements in the City of Madera's proposal. Additional references are available upon request. Please feel free to contact these agencies to learn more about their experiences working with us.

City of Stockton	
First Year of Service:	2012
Current Contract Status:	In Force
Financial Statement Audit:	Yes
CAFR Preparation:	Yes
GFOA Award:	Yes
Single Audit:	Yes
GANN Limit:	Yes
Measure W:	Yes
Measure M:	Yes
AUP - Core Revenues:	Yes
Fire Dispatch Authority Audit:	Yes
Total Hours:	2,500
Contract Price (per year):	$332,350
Engagement Partner:	Kenneth H. Pun, CPA, CGMA
Concurring Partner:	Gary M. Caporicci, CPA, CGFM, CFF
Principal Client Contact:	Mr. Matt Paulin, Chief Financial Officer
Address:	425 N. Eldorado Street, Stockton, CA 95202
Email Address:	matt.paulin@stockton.ca.gov
Phone Number:	(209) 937-8460

City of San Bernardino	
First Year of Service:	2013
Current Contract Status:	In Force
Financial Statement Audit:	Yes
Financial Statement Preparation:	Yes
GFOA Award:	N/A
Single Audit:	Yes
GANN Limit:	Yes
Total Hours:	2,000
Contract Price (per year):	$200,000
Engagement Partner:	Kenneth H. Pun, CPA, CGMA
Concurring Partner:	Frances J. Kuo, CPA, CGMA
Principal Client Contact:	Mr. Brent Mason, Director of Finance
Address:	290 North D Street, San Bernardino, CA 92401
Email Address:	mason.br@sbcity.org
Phone Number:	(909) 384-5242

City of Gardena	
First Year of Service:	2007
Current Contract Status:	In Force
Financial Statement Audit:	Yes
CAFR Preparation:	Yes
GFOA Award:	Yes
Single Audit:	Yes
GANN Limit:	Yes
Municipal Bus Line Enterprise Fund:	Yes
Family Child Care Program:	Yes
AUP - Cash Receipt:	Yes
AUP - Wire Transfer Processes:	Yes
Total Hours:	700
Contract Price (per year):	$75,000
Engagement Partner:	Kenneth H. Pun, CPA, CGMA
Concurring Partner:	Frances J. Kuo, CPA, CGMA
Principal Client Contact:	Mr. Clint Osorio, Chief Fiscal Officer
Address:	1700 West 162nd Street, Gardena, CA 90247
Email Address:	cosorio@cityofgardena.org
Phone Number:	(310) 217-9500

Firm's Municipal Clients

The Pun Group, LLP has performed numerous audits of organizations subject to financial and compliance audits. These audits were performed in accordance with auditing standards generally accepted in the United States, Government Auditing Standards, Uniform Guidance (formerly known as OMB Circular A-133) and its Compliance Supplement (when applicable), Office of the State Controller's Minimum Audit Requirements and Reporting Guidelines. A list of current engagements is as follows:

Municipalities	Dates	Financial Audit	Single Audit	GFOA Certificate	Total Hours
City of Arvin	2013 – Present	Yes	Yes	N/A	400
City of Bell	2018 – Present	Yes	Yes	Yes	520
City of Beaumont	2017 – Present	Yes	Yes	N/A	425
City of Bradbury	2012 – Present	Yes	N/A	N/A	150
City of Calexico	2007 – Present	Yes	Yes	N/A	750
City of Cerritos	2009 – Present	Yes	Yes	Yes	400
City of Clovis	2006 – Present	Yes	Yes	Yes	500
City of Coachella	2017 – Present	Yes	Yes	Yes	410
City of Cottonwood, AZ	2007 – Present	Yes	Yes	Yes	400
City of Culver City	2016 – Present	Yes	Yes	Yes	535
Town of Danville	1999 – Present	Yes	Yes	Yes	300
City of Desert Hot Springs	2013 – Present	Yes	N/A	N/A	400
City of Escondido	2016 – Present	Yes	Yes	Yes	400
City of Gardena	2007 – Present	Yes	Yes	Yes	700
City of Glendora	2017 – Present	Yes	Yes	Yes	430
City of Gustine	2017 – Present	Yes	N/A	N/A	400
City of Hemet	2015 – Present	Yes	Yes	N/A	380
City of Hermosa Beach	2004 – Present	Yes	N/A	Yes	200
City of Huntington Park	2015 – Present	Yes	Yes	N/A	650
City of Industry	2015 – Present	Yes	Yes	Yes	600
City of Lakewood	2013 – Present	Yes	Yes	Yes	380
City of Lodi	2018 – Present	Yes	Yes	Yes	760
City of Lynwood	2016 – Present	Yes	Yes	Yes	585
City of Monterey	2016 – Present	Yes	Yes	Yes	620

Municipalities	Dates	Financial Audit	Single Audit	GFOA Certificate	Total Hours
City of Morro Bay	2015 – Present	Yes	Yes	N/A	400
City of National City	2013 – Present	Yes	Yes	Yes	600
City of Patterson	2017 – Present	Yes	Yes	Yes	450
City of Placentia	2016 – Present	Yes	Yes	Yes	620
City of Placerville	2008 – Present	Yes	Yes	N/A	350
City of Pomona	2016 – Present	Yes	Yes	Yes	650
City of Redding	2016 – Present	Yes	Yes	Yes	500
City of Ridgecrest	2009 – Present	Yes	Yes	Yes	300
City of San Bernardino	2015 – Present	Yes	Yes	N/A	2,000
City of Seal Beach	2017 – Present	Yes	Yes	Yes	410
City of Shafter	2017 – Present	Yes	Yes	Yes	400
City of South Gate	2016 – Present	Yes	Yes	Yes	480
City of Stockton	2012 – Present	Yes	Yes	N/A	2,500
Imperial County Transportation Authority	2018 – Present	Yes	Yes	N/A	750
San Diego Metropolitan Transit System	2005 – Present	Yes	Yes	Yes	1,850
Shasta Regional Transportation Agency	2015 – Present	Yes	N/A	N/A	200
Ventura County Railroad Company, LLC	2015 – Present	Yes	N/A	N/A	60
Ventura County Transportation Commission	2015 – Present	Yes	Yes	Yes	400
Adelanto Public Utility Authority	2018 – Present	Yes	N/A	N/A	165
Alameda County Water District	2018 – Present	Yes	Yes	N/A	585
Altadena Library District	2015 – Present	Yes	N/A	N/A	90
Antelope Valley State Water Contractors Association	2015 – Present	Yes	N/A	N/A	40
Barstow Heights Community Services District	2015 – Present	Yes	N/A	N/A	40
Big Bear City Community Services District	2015 – Present	Yes	N/A	N/A	200
Casitas Municipal Water District	2015 – Present	Yes	N/A	N/A	230
Central Basin Water District	2018 – Present	Yes	Yes	N/A	400
Coachella Valley Resource Conservation District	2016 – Present	Yes	N/A	N/A	50
Desert Recreation District	2015 – Present	Yes	N/A	N/A	150

Municipalities	Dates	Financial Audit	Single Audit	GFOA Certificate	Total Hours
Desert Recreation Foundation	2015 – Present	Yes	N/A	N/A	40
East Orange County Water District	2015 – Present	Yes	N/A	N/A	130
El Toro Water District	2015 – Present	Yes	N/A	N/A	270
Encinitas Ranch Golf Authority	2015 – Present	Yes	N/A	N/A	100
Fallbrook Healthcare District	2008 – Present	Yes	N/A	N/A	75
Golden Hills Community Services District	2016 – Present	Yes	N/A	N/A	180
Las Virgenes Municipal Water District	2014 – Present	Yes	N/A	N/A	300
Los Angeles Waterkeeper	2016 – Present	Yes	N/A	N/A	100
Marina Coast Water District	2012 – Present	Yes	N/A	Yes	240
Menlo Park Fire Protection District	2015 – Present	Yes	Yes	Yes	240
Newport Coast Elementary School Foundation	2010 – Present	Yes	N/A	N/A	20
North County Fire Protection District	2015 – Present	Yes	N/A	N/A	120
North County Dispatch JPA	2015 – Present	Yes	N/A	N/A	60
Orange County Coastkeeper	2015 – Present	Yes	N/A	N/A	60
Palmdale Water District	2015 – Present	Yes	N/A	N/A	180
Palos Verdes Library District	2015 – Present	Yes	N/A	N/A	110
Port of Hueneme - Oxnard Harbor District	2015 – Present	Yes	N/A	Yes	250
Rancho Santa Fe Fire Protection District	2015 – Present	Yes	N/A	N/A	120
Riverside County Flood Control and Water Conservation District	2015 – Present	Yes	N/A	Yes	250
San Bernardino County Fire Protection District	2016 – Present	Yes	N/A	N/A	200
San Diego Coastkeeper	2015 – Present	Yes	N/A	N/A	75
San Dieguito Water District	2014 – Present	Yes	N/A	N/A	75
San Elijo Joint Powers Authority	2016 – Present	Yes	N/A	N/A	146
South Orange County Water Authority	2017 – Present	Yes	Yes	Yes	240
South Bay Regional Public Communications Authority	2015 – Present	Yes	N/A	N/A	100
Southwestern Community College District	2009 – Present	Yes	Yes	N/A	720
Tehacapi Valley Recreation & Park District	2016 – Present	Yes	N/A	N/A	50
The Farm Mutual Water Company	2015 – Present	Yes	N/A	N/A	170

Municipalities	Dates	Financial Audit	Single Audit	GFOA Certificate	Total Hours
Trabuco Canyon Water District	2015 – Present	Yes	N/A	N/A	200
Twentynine Palms Water District	2016 – Present	Yes	N/A	N/A	160
Valley Sanitary District	2015 – Present	Yes	N/A	Yes	140
West County Agency	2015 – Present	Yes	N/A	N/A	55
West County Wastewater District	2015 – Present	Yes	N/A	N/A	240
West Valley Mosquito and Vector Control District	2016 – Present	Yes	N/A	N/A	100

Specific Audit Approach

The City of Madera is requesting the Firm to perform annual auditing services. These audits are to be performed in accordance with all applicable and generally accepted auditing standards, including, but not limited to, the following:

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants.
- The standards applicable to financial audits contained in the most current version of the Generally Accepted *Government Auditing Standards* (Yellow Book), issued by the Comptroller General of the United States.
- The provisions of the Single Audit Act as amended in 1996.
- The provisions of U.S. Office of Management and Budget (OMB) Uniform Guidance (formerly known as Circular A-133), Audits of State and Local Governments and Non-Profit Organizations and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- California State Controller audit instructions letters.

Scope of Work

The Firm will perform the following services:

- ✓ **Financial Statement Audits** and issuance of an opinion statement on the Comprehensive Annual Financial Report ("CAFR"). The audit will be conducted in accordance with Generally Accepted Government Auditing Standards. The CAFR will be in full compliance with all current GASB pronouncements.
  The following component units will be included in the City's financial statements:
  - Housing Authority of the City of Madera
  - City of Madera Financing Authority
- ✓ Provide assistance in meeting the requirements for the Government Finance Officers Association (GFOA) **"Certificate of Achievement for Excellence in Financial Reporting".**
- ✓ Prepare a **Single Audit Report** which will include the following:
  - Report on compliance and on internal control over financial reporting based on audit of financial statements performed in accordance with Government Auditing Standards.
  - Report on compliance with requirements applicable to each major program, internal control over compliance, and on the schedule of expenditures of federal awards in accordance with Uniform Guidance, "Audits of State and Local Governments", and the Single Audit Act of 1984 (Public Law 98-502).
  - Schedule of Expenditures of Federal Awards.
  - Notes to Schedule of Expenditures of Federal Awards.
  - Schedule of Findings and Questioned Costs.
  - Any other required schedules or reports.
  - Prepare the Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations.
- ✓ Prepare report on the City's and the District's compliance with Proposition 111, Article XIII.B of the California State Constitution and Governmental Code 7900 (et seq.) in its calculation of the "**Gann Limit**".
- ✓ Issue a separate "**Management Letter**" that includes recommendations for improvements on internal control, accounting procedures and other significant observations that are considered to be no reportable conditions.
- ✓ Perform a **compliance review** of the agreement between the City and the management company that has been retained to operate and manage the **City of Madera's municipal golf course**.
- ✓ **Optional Task:** Prepare the financial statements for the **Financing Authority**, a component unit of the City.

Supplemental Reports, Audits, or Agreed-Upon Procedures: Other services, such as agreed-upon procedures may be deemed necessary. These services will be performed at agreed-upon rates and will be added in a written agreement prior to commencing audit work. The Firm and the City of Madera will discuss and approve the scope and associated costs of these tasks.

Report of all Irregularities and Illegal Acts: The Firm will make an immediate written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the City Manager; City Attorney, and Director of Finance.

The engagement team will also make all communications to the City required by the audits standards under which the engagement is performed. Those communications include, but are not limited to:

a) The auditor's responsibility under generally accepted auditing standards.
b) Significant accounting policies.
c) Management judgment and accounting estimates.
d) Significant audit adjustments.
e) Other information in documents containing audited financial statements.
f) Disagreements with management.
g) Management consultation with other accountants.
h) Major issues discussed with management prior to retention.
i) Difficulties encountered in performing the audit.

Working Paper Retention and Access to Working Papers: The Firm will retain, at its own expense, all working papers and reports for a minimum of (7) seven years, unless the City of Madera notifies the Firm in writing of the need to extend the retention period. The Firm will make working papers available to the following parties and/or its designees:

- ✓ City of Madera
- ✓ U.S. Department of Transportation
- ✓ U.S. General Accounting Office (GAO)
- ✓ Parties designated by the federal or state government or by the City of Madera as part of an audit quality review process.
- ✓ Auditors of entities of which the City is a sub-recipient of grant funds.

The Firm will comply with reasonable requests from successor auditors and allow them to review working papers that relate to matters of continuing accounting significance.

Advice and Consultation: Will be provided throughout the year on matters relating to accounting and financial reporting. This will not include any task that entails significant research or a formal report.

Public Meeting: The partner in charge will be available to attend one City of Madera public meeting at which the audit report will be discussed.

GASB Implementation: The Firm will also provide assistance in the implementation of applicable GASB pronouncements not yet in effect. We have a dedicated partner, Mr. Gary Caporicci, who will be responsible in providing advice and consultation for the implementation of these new standards.

Objectives of Our Services

Our primary objective for the proposed audit is to examine the City's financial statements and express our opinion on their fairness of presentation, in accordance with generally accepted accounting principles. Other objectives that will benefit the City include the following:

- To offer beneficial observations and recommendations about policies and procedures for accounting and operating controls
- To identify opportunities to make City operations more efficient and reduce costs
- To perform the audit efficiently and effectively, so disruption to office operations is minimized
- To provide continuing advisory services so the City can implement recommendations
- To meet these objectives at no additional cost to the City

The Engagement Team will perform the audit in accordance with the Firm's quality-control procedures, which include following standard audit programs, careful planning, using industry-standardized software for auditing and internal control documentation, and welcoming an objective review of audit work.

The Firm will supply portable computers to the onsite staff members.

Our audit approach emphasizes careful planning, open communication, and proper assignment of responsibilities. This method ensures that audit requirements will be met with minimal disruption of the City's daily operations, and that the audit will proceed efficiently with full understanding between the Engagement Team and the City.

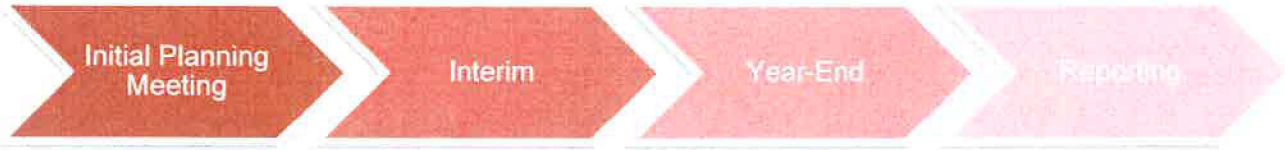
Project Management

The Firm's project approach to project management consists of four phases of project initiation & planning meeting, risk assessment, controls, and environment, assess and analyze, and reporting and project closure.

Throughout the project we monitor the progress of the project, project milestones and deliverables through communication of our task plan with your designated liaison for the project. This reporting can be formal or informal depending on the needs of the project and the client. In the case of this short-term comprehensive analysis, we will likely use a less formal approach to include a standing weekly progress meeting with a review of open tasks, next tasks and any issues we have encountered during the project. You can expect that the Engagement Partner or Engagement Manager will be onsite for these meetings to ensure we successfully conclude the project on the proposed schedule.

Proposed Segmentation of the Engagement

The audit will be performed in four phases:



Initial Planning Meeting: The Engagement Partner and Manager will meet with City's Management to get up to speed with City policies and procedures, establish any specific requirements Management may have, identification of unique transactions, implementation of new GASB pronouncements, and develop the audit work plan for the engagement.

Interim: The Engagement Team—including the Engagement Partner—will assess accounting policies adopted by the City, obtain an understanding of the City and its operating environment, review internal controls on all significant transaction classes, perform walkthroughs and/or tests of internal control, perform preliminary analytical procedures, develop initial risk assessment, evaluate Single Audit compliance (if needed), identify any audit issues, and prepare confirmation correspondence. The Engagement Team and City Management will establish expectations including responsibilities and assignments for the year-end audit, and will hold a progress status meeting at the end of the Interim phase.

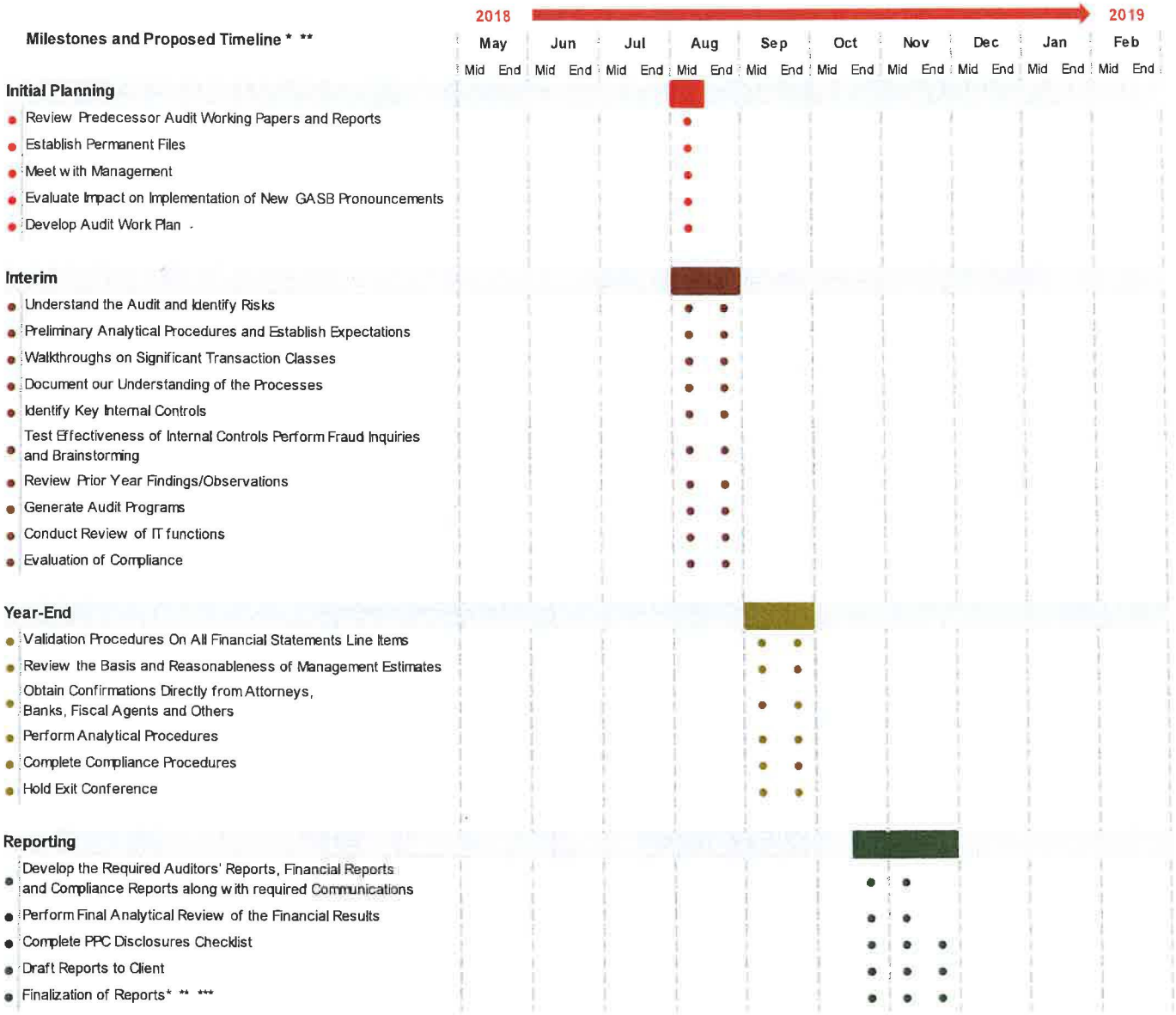
Year-End: The Engagement Team—including the Engagement Partner—will conduct audit procedures on account balances in the general ledger, finish confirmation procedures, perform preliminary analytical procedures, search for unrecorded liabilities, perform substantive analytical review procedures, complete work on compliance with Federal Assistance, and conclude fieldwork. The Engagement Team and City Management will hold an exit conference at the end of the Year-End phase. Periodic update meetings will be held to communicate audit progress to management.

Reporting: The Firm will review and prepare audit reports and perform quality control procedures following the Quality Control Standards issued by the AICPA. We will also examine reports for compliance with GFOA reporting guidelines at no additional cost. Any comments will be issued in a letter to Management. At the City's request, the Engagement Partner and Manager will present the audit to the City's governing body.

The Firm will complete the audit fieldwork and issue all reports within the established timeframe, assuming no internal City circumstances causes delays in the audit.

Milestones and Proposed Timeline

The Pun Group, LLP has planned the following timeline [1] in order to meet the City's audit needs:



**Above proposed timeline is subject to review and approval, and it can be modified as needed to meet client's needs.*
*** Based on Financial Statement/CAFR audit timing.*

[1] *(This is the proposed schedule for the Year Ended 2019, considering the award in August 2019. Subsequent year shall have Initial Planning taking place during the first week of June, and Interim during the first and second weeks of June).*

Level of Staff and Number of Hours to be Assigned to Each Segment of the Engagement

The Pun Group, LLP understands that the City is not only looking to employ our auditing services but is also seeking to receive value within that professional relationship. We believe that our value is derived from our in-depth knowledge, experience, and commitment that our auditing firm employs. We stress and emphasize "employ" because all of the knowledge and expertise listed on paper will not benefit you unless it is applied. That is why we have developed a plan that we feel will accomplish the objectives of the City and your particular needs. Our Firm will utilize the information that you have shared with us and our experience from our previous audits of this nature, from various government entities and cities to develop a practical plan for all major areas.

Example of Major Areas (not limited to):

- Audit of the City's financial statements and the related notes to financial statements
- Audit of the Financing Authority's financial statements (optional)
- Compliance audit of the municipal golf course, as needed
- Single Audit procedures and required reporting
- Communication with those charged with governance
- Internal Control and Management Letters

Total Hours:

Staff Classification Performing Work	Estimated Hours Annually
Partners	39
Managers	72
Senior Accountants	123
Staff Accountants	226
Clerical	7
Total Annual Hours:	**467**

Hours by Audit Phase	Hours
Phase I - Planning	47
Phase II - Interim	140
Phase III - Year End	163
Phase IV- Reporting	117
Total Annual Hours:	**467**

Sample Size and the Extent to Which Statistical Sampling is to be Used in this Engagement

In our audit approach, statistical sampling will be used in conjunction with our skilled judgment and knowledge of each situation. When designing an audit sample, our auditors consider the purpose of the audit procedure and the characteristics of the population from which the sample will be drawn. We determine a sample size sufficient to reduce sampling risk to an acceptably low level and select items for such task in a way that we can reasonably expect it to be representative of the relevant population and likely to provide the auditor with a reasonable basis for conclusions about the population.

Enhancing Auditing Quality with Artificial Intelligence

There are plenty of challenges with established audit practices. Outdated CAAT tools, sampling practices, and the explosive growth of big data are some of the examples, and they all present significant barriers to detecting anomalies, intentional or otherwise, in financial data. The Pun Group, LLP deploys a comprehensive, risk-based approach, complimented by using MindBridge Artificial Intelligence Platform, to conduct our audit. Through this tool we are able to seamlessly analyze thousands and thousands of financial and operating data and records, **identifying and cataloging significant risks, in mere seconds**.

The Ai Auditor platform works by our side, augmenting our capacity to detect errors or fraud in the data—not only by analyzing the entire data set, but by cross-correlating dozens of testing criteria against pre-established data points and presenting us with a view of every user, vendor and transaction, by risk, all within moments of ingesting analyzed data. Something standard audit procedures cannot accomplish.

We utilize these tools to allow our audit teams to increase efficiency in the audit process, to enhance the existing quality of our work, to provide directed testing in areas subject to the highest risk, and to quickly assimilate large amounts of data your staff would typically be asked to gather. The tools also help us to meet our professional requirements regarding fraud and internal control, allowing us to:

- ✓ Run Benford's analysis to check for fraud in transactions.
- ✓ Increase the value of audit findings with complete, 100% data coverage.
- ✓ Isolate risk and control issues before they impact your operations.
- ✓ Improve productivity by automating procedures and eliminating manual tasks.
- ✓ Conduct more direct, efficient and effective audits, to improve overall audit quality.

Our engagement team easily imports data in a secure environment from the City's financial software and extracts useful data for testing and analytical procedures particular to the following areas:

- Successful Fraud Test
- Questionable Invoices
- Phantom Vendor Schemes
- Kickback or Conflict-of-Interest Schemes
- Dormant Account Schemes
- Money Laundering Schemes

Type and Extent of Analytical Procedures to be Used in the Engagement

Analytical procedures are one of many financial audit processes which help an auditor understand the client's operation and changes in the environment, and to identify potential risk areas to plan other audit procedures. Analytical Procedures includes comparison of financial information on prior periods, budget, forecast, and industry benchmark. We use trend and ratio analysis to identify any uncertain or unusual events. In order to perform these analyses, our firm conducts a survey of cities and counties and develops benchmarks on specific vital financial indicators, such as the cost of services to tax revenues ratios, average general fund balance, capital assets, debt per capital, general fund unassigned fund balance to total general fund expenditures, etc.
Our staff members have previous experience in successfully implanting analytical procedures to the City's benefit.

Analytical procedures are performed at three stages of audit: at the start, in the middle, and at the end of the audit. These three stages are risk assessment procedures, substantive analytical procedures, and final analytical procedures:

- Risk assessment procedures are used to assist the auditor to better understand the business and to plan the nature, timing, and extent of audit procedures.

- Substantive analytical procedures are used to obtain evidential matter about particular assertions related to the account balances or classes of transactions. During the interim phase, our engagement team will set up expectations for the year-to-date results and balances and compare them with budgeted and prior-year amounts. This process allows us to forecast year-end amounts, reducing the workload during the year-end phase and allowing us to focus on areas of concern.

- Final analytical procedures are used as an overall review of the financial information in the last review stage of the audit. The Engagement Partner and Manager will perform a high-level analytical analysis of the financial information comparing its data for both quantitatively and qualitatively, to ensure the amount presented in the financial statements are fairly presented in all material respect.

Approach to be Taken to Gain and Document an Understanding of the Internal Control Structure

Audit risk assessment is established by an internal control review, combined with the Engagement Team's understanding of the City's operations and accounting software. Using the Committee of Sponsoring Organizations (COSO) Framework, staff members will evaluate the City's processes and identify any control deficiencies. These diagnostic review procedures allow the Engagement Team to assess the City's systems and controls and to provide constructive feedback to management.

During our initial planning phase of the audit, our engagement team, including the Engagement Partner and Manager will obtain an understanding of the entity and its environment. It is an essential aspect of performing an audit under generally accepted auditing standards. In particular, that understanding establishes a frame of reference within which the auditor plans the audit and exercises professional judgment about assessing risks of material misstatement of the financial statements and responding to those risks throughout the examination.

During the interim phase of the audit, our Engagement Team will perform a walkthrough of all significant accounting systems, including processes for financial reporting, revenue recognition and cash receipts, purchasing/contract management and cash disbursements, and payroll and related liabilities, and others. Our auditors will obtain the written policies and procedures, inquiring accounting personnel, and document the process in either a flowchart or narrative summary format. After gaining an understanding of the accounting and internal control systems, our auditor will make a preliminary assessment of control risk, at the assertion level, for each material account balance or class of transactions.

The form and extent this documentation is influenced by the size and complexity of the entity, and the nature of the entity's accounting and internal control systems. Generally, the more complex the entity's accounting and internal control systems and the more extensive the auditor's procedures, the broader our documentation will need to be.

Approach to be Taken in Determining Laws and Regulations that Will be Subject to Audit Test Work

The Firm stays continually up to date with audit requirements—including new regulations, compliance supplements, state guidelines, and related contracts—to ensure that we conduct audits under applicable laws and regulations. We test transactions for compliance with the Single Audit Act, California Government Code, GANN Appropriations Limit, provisions of applicable grant guidelines, requirements of local measures, and others.

For example, the Single Audit Act requires that we determine which grants to include in our audit and select transactions from those grants for detailed testing. While most items will be tested as part of the Interim phase, we cannot determine which grants will be tested for the Single Audit until the Year-End phase of the audit.

Our compliance audits of cash, investments, debt covenants, and other areas will be performed in accordance with the California Government Code, which has many provisions and regulations covering investments.

Approach to be Taken in Drawing Audit Samples for Purposes of Tests of Compliance

To test compliance, we will follow the AICPA's Audit Sampling Considerations of Uniform Guidance Compliance Audits. We will select an appropriate sample size based on our professional judgment and knowledge. Any deviations from control and compliance requirements will be documented.

Client Training Seminar

Constant changing in accounting and auditing standards, laws and regulations, and compliance provisions has created an unprecedented complexity in public accounting for state and local governments.

The Pun Group Governmental Accounting Conference is designed to not only provide you updates on these new accounting and auditing standards. We also bring in expertise to provide you practical insights on certain pressing issues, such as:

1. Structural Financial Issues – Reduction in tax revenues and the growing cost of services
2. Labor Issues – Escalation of Pension and Healthcare Cost and Other Employee Benefits issues
3. Infrastructures Issues – Maintenance and Repair of Aging Infrastructure

Every year, the Firm hosts a conference to update governmental clients on new technical accounting and financial issues. This year's day-long session—held in Orange County (08/06/2019), Danville (08/20/2019) and Clovis (08/29/2019) —qualifies for eight hours of CPE.

Participants of last year's training seminar received a high-level examination of numerous technical issues, including the following:

- GASB Updates
- Auditing Standards and Single Audit Updates
- Survey of Cities and Counties
- Implementation of the New OPEB Standards
- Public Sector Employee Benefits 2018: Big Ticket Items That Finance Directors and Staff Need to Plan for

Importantly, all of our clients are invited to attend The Pun Group, LLP client training seminar **FREE OF CHARGE**.

Identification of Anticipated Potential Audit Problems

While we do not expect any problems with the audit, we will carefully investigate and monitor the following relevant accounting issues:

Investments:

- Compliance with GASB 31 and GASB 34
- Authorization and approval process for City investments
- Controls to assure City's compliance with investment limitations and types of specific investments
- Monitoring by the City of its investments

Financial Reporting:

- CAFR compliance with current reporting and disclosure requirements issued by GASB
- CAFR eligibility for financial reporting conformance awards issued by GFOA
- Compliance with the various GASBs in effect
- Perform valuations of OPEB benefits to determine the liability for all benefits promised to active, retired, and inactive plan members as of each valuation date
- Compliance with Governmental Accounting Standards Board (GASB) Statements 74 and 75
- Compliance with infrastructure obligations and regulatory provisions

Internal Control Structure:

- City's internal control functions and compliance with proper internal control philosophies
- Computer-system processes and controls, and adequacy of the control environment

Over the period of the engagement, several new GASB pronouncements will become effective. The Engagement Team will pay specific attention to the following new and upcoming pronouncements, and any others that become effective during the proposal period, in order to determine proper implementation procedures.

- GASB 83 – Certain Asset Retirement Obligations
- GASB 84 – *Fiduciary Activities*
- GASB 87 – *Leases*
- GASB 88 – Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements
- GASB 89 – Accounting for Interest Cost Incurred before the End of a Construction Period
- GASB 90 – Majority Equity Interests—an amendment of GASB Statements No. 14 and No. 61
- GASB 91 – Conduit Debt Obligations

COST OF SERVICES

"Offering a full range of financial services, The Pun Group helps clients address all aspects of their financial condition, while providing solutions and directions in a cost-effective and efficient manner."

THE PUN GROUP
ACCOUNTANTS & ADVISORS

THE PUN GROUP

ACCOUNTANTS & ADVISORS

Certification

We are committed to the performance of a high-quality audit at the most reasonable fee level possible, both initially and throughout the engagement. Also, our partners will provide advice and consultation as needed, at no additional cost to the City of Madera.

Name of Firm:	The Pun Group, LLP Certified Public Accountants and Business Advisors
Contact Name:	Coley Delaney, CPA
Contact Email Address:	coley.delaney@pungroup.com

I, the undersigned, certify I am duly authorized to represent the above-named firm and am empowered to submit this bid. In addition, I certify I am authorized to contract with the City of Madera on behalf of the above-named firm.

August 5, 2019

Coley Delaney, CPA | Partner
The Pun Group, LLP

Date

Attachment A

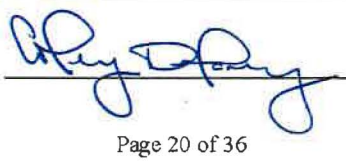
Attachment A

CITY OF MADERA

BID PROPOSAL AUTHORIZATION
And COST SCHEDULE

PROFESSIONAL AUDITING SERVICES

RFP NO. 201920-02

DATE	August 5, 2019
COMPANY NAME	The Pun Group, LLP
STREET ADDRESS	4365 Executive Drive, Suite 710
CITY / STATE / ZIP	San Diego, CA 92121
PHONE NUMBER	(858) 242-5100
EMAIL	coley.delaney@pungroup.com
PERSON PREPARING BID	coley.delaney@pungroup.com
POSITION	Partner
SIGNATURE	

Cost Schedule of Professional Fees and Expenses

FOR THE AUDITS OF THE FY 2018-19 THROUGH 2020-21 AND PREPARATION OF COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)

	Hours	Quote Hourly Rate	Total FY 2018-19	Total FY 2019-20	Total FY 2020-21
Partners	24	$ 200	$ 4,800	$ 4,944	$ 5,092
Managers	40	$ 175	$ 7,000	$ 7,210	$ 7,426
Supervisor/Senior Auditors	70	$ 100	$ 7,000	$ 7,210	$ 7,426
Staff Auditors	120	$ 75	$ 9,000	$ 9,270	$ 9,548
Clerical	4	$ 50	$ 200	$ 206	$ 212
Subtotal	**258**		**$ 28,000**	**$ 28,840**	**$ 29,705**
Out-of-Pocket Expenses:					
Meals and Lodging			Included	Included	Included
Transportation			Included	Included	Included
Other (Specify)			Included	Included	Included
Less Professional Discount			$ -	$ -	$ -
Total for Audit and CAFR Services:			**$ 28,000**	**$ 28,840**	**$ 29,705**

Total for Audit and CAFR Services in WORDS:

FY 2018-19	Twenty-Eight Thousand Dollars
FY 2019-20	Twenty-Eight Thousand Eight Hundred Forty Dollars
FY 2020-21	Twenty-Nine Thousand Seven Hundred Five Dollars

Estimated number of hours required from City to develop permanent file:

5 - 10 Hours	From City Clerk's Office
5 - 10 Hours	From Finance Department

Total all-inclusive maximum price (3 years total): (Includes all services quoted in this cost proposal)	**$ 50,000**	**$ 51,500**	**$ 53,045**	**$ 154,545**

Total all-inclusive maximum price (3 years total) IN WORDS:
(Includes all services quoted in this cost proposal)

FY 2018-19	Fifty Thousand Dollars
FY 2019-20	Fifty-One Thousand Five Hundred Dollars
FY 2020-21	Fifty-Three Thousand Forty-Five Dollars

Grand Total IN WORDS: **One Hundred Fifty-Four Thousand Five Hundred Forty-Five Dollars**

COST SCHEDULE FOR THE SINGLE AUDIT REPORT

	Hours	Quote Hourly Rate	Total FY 2018-19	Total FY 2019-20	Total FY 2020-21
Partners	3	$ 200	$ 600	$ 618	$ 637
Managers	6	$ 175	$ 1,050	$ 1,082	$ 1,114
Supervisor/Senior Auditors	15	$ 100	$ 1,500	$ 1,545	$ 1,591
Staff Auditors	24	$ 75	$ 1,800	$ 1,854	$ 1,910
Clerical	1	$ 50	$ 50	$ 52	$ 53
Subtotal	**49**		**$ 5,000**	**$ 5,150**	**$ 5,305**
Out-of-Pocket Expenses:					
Meals and Lodging			Included	Included	Included
Transportation			Included	Included	Included
Other (Specify)			Included	Included	Included
Less Professional Discount			$ -	$ -	$ -
Total price for the Single Audit Report:			**$ 5,000**	**$ 5,150**	**$ 5,305**

Total price for the Single Audit Report in WORDS:

FY 2018-19	Five Thousand Dollars
FY 2019-20	Five Thousand One Hundred Fifty Dollars
FY 2020-21	Five Thousand Three Hundred Five Dollars

(1) Above quotes include Single Audit fees based on 1 (one) major program. The fee to audit additional major programs will be $5,000 each. The number of programs determined to be "major" will be based on OMB Uniform Guidance. The Engagement Team will discuss this with the City of Madera's Management before starting Single Audit work.

COST SCHEDULE FOR THE PREPARATION OF THE GOLF COURSE COMPLIANCE REVIEW

	Hours	Quote Hourly Rate	Total FY 2018-19	Total FY 2019-20	Total FY 2020-21
Partners	8	$ 200	$ 1,600	$ 1,648	$ 1,697
Managers	16	$ 175	$ 2,800	$ 2,884	$ 2,971
Supervisor/Senior Auditors	24	$ 100	$ 2,400	$ 2,472	$ 2,546
Staff Auditors	42	$ 75	$ 3,150	$ 3,245	$ 3,342
Clerical	1	$ 50	$ 50	$ 52	$ 53
Subtotal	91		**$ 10,000**	**$ 10,300**	**$ 10,609**
Out-of-Pocket Expenses:					
Meals and Lodging			Included	Included	Included
Transportation			Included	Included	Included
Other (Specify)			Included	Included	Included
Less Professional Discount			$ -	$ -	$ -
Total price for the Golf Course Compliance Review:			**$ 10,000**	**$ 10,300**	**$ 10,609**

Total price for the Golf Course Compliance Review in WORDS:

FY 2018-19	Ten Thousand Dollars
FY 2019-20	Ten Thousand Three Hundred Dollars
FY 2020-21	Ten Thousand Six Hundred Nine Dollars

COST SCHEDULE FOR THE CITY OF MADERA FINANCING AUTHORITY AUDIT REPORT

	Hours	Quote Hourly Rate	Total FY 2018-19	Total FY 2019-20	Total FY 2020-21
Partners	4	$ 200	$ 800	$ 824	$ 849
Managers	10	$ 175	$ 1,750	$ 1,803	$ 1,857
Supervisor/Senior Auditors	14	$ 100	$ 1,400	$ 1,442	$ 1,485
Staff Auditors	40	$ 75	$ 3,000	$ 3,090	$ 3,183
Clerical	1	$ 50	$ 50	$ 52	$ 53
Subtotal	**69**		**$ 7,000**	**$ 7,210**	**$ 7,426**
Out-of-Pocket Expenses:					
Meals and Lodging			Included	Included	Included
Transportation			Included	Included	Included
Other (Specify)			Included	Included	Included
Less Professional Discount			$ -	$ -	$ -
Total price for the City of Madera Financing Authority Audit Report:			**$ 7,000**	**$ 7,210**	**$ 7,426**

Total price for the City of Madera Financing Authority Audit Report in WORDS:

FY 2018-19	Seven Thousand Dollars
FY 2019-20	Seven Thousand Two Hundred Ten Dollars
FY 2020-21	Seven Thousand Four Hundred Twenty-Six Dollars

COST SCHEDULE FOR THE CITY OF MADERA ADDITIONAL PROFESSIONAL SERVICES

	Hourly Rates FY2018-19	Hourly Rates FY2019-20	Hourly Rates FY2020-21
Partners	$ 200	$ 206	$ 212
Managers	$ 175	$ 180	$ 186
Supervisor/Senior Auditors	$ 100	$ 103	$ 106
Staff	$ 75	$ 77	$ 80
Clerical	$ 50	$ 52	$ 53

Out of Pocket Expenses in the Total Maximum Price and Reimbursement Rates

The Firm's policy is to maintain flexible billing rates to meet the needs of clients and help them control costs. In the interest of ***starting*** our long-term relationship, we will absorb all expenses required to familiarize ourselves with the operations and accounting systems, as well as, travel and printing costs. Additionally, our Partners will be available to provide advice and consultation as necessary to the City of Madera. The Firm will also absorb these costs.

Standard Hourly Rates

Below are the Firm's standard hourly billing rates, delineated by staffing levels:

Auditor's Standard Hourly Billing Rates	
Position	FY 2018-19
Senior Partner(s)	$ 300
Partner(s)	$ 275
Senior Manager(s)	$ 225
Manager(s)	$ 200
Supervisor(s)	$ 150
Senior Accountant(s)	$ 125
Staff Accountant(s)	$ 100
Clerical	$ 75

Manner of Payment

Engagement Team members are required to maintain timesheets detailing the date, number of hours, and work performed for every audit task. The Firm will collect these timesheets and bill the, at the rates outlined in the Total All-Inclusive Maximum Price section, in four stages: (1) at the conclusion of the planning phase, (2) at the conclusion of the interim phase, (3) at the conclusion of the Year-End phase, (4) and after presentation and acceptance of the final audit reports. Interim billings will cover a period not less than a calendar month. The billing amounts generally break down as follows:

Work Performed	% of Proposal Amount
For Planning	10%
For Interim w ork	40%
For Year-End w ork	40%
At Presentation and Acceptance of Final Reports	10%
Total	100%

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LET'S START A DIALOGUE

"It is our commitment to only practice with the highest professional ethics and standards. We believe we owe that to the profession, our clients, and ourselves."

THE PUN GROUP
ACCOUNTANTS & ADVISORS

THE PUN GROUP
ACCOUNTANTS & ADVISORS

Benefits of Choosing The Pun Group, LLP

The Pun Group, LLP is recognized for its professionalism, integrity, and providing clients with practical solutions unique to their circumstances and issues. Our Firm prides itself on being able to provide personalized client services, and with that sentiment in mind, we have carefully chosen our engagement teams. The Pun Group's primary objective is to give the City of Madera solutions and directions, led by highly experienced and capable partners who can successfully implement the work and produce the results you expect. This philosophy and mindset allow us to provide a superior level of service, and a quality audit.

We trust that this proposal has given you the information needed about the Firm, the Engagement Team members, overall audit approach, cost-saving measures, and audit fees. We are committed to exceeding your expectations, and we look forward to bringing our experience and expertise to the City of Madera and providing you with the excellent level of service that you expect and deserve.

Thank You

Thank you for giving us the opportunity to introduce the Firm and submit our qualifications to provide you with professional audit services. Please direct inquiries to:

Mr. Coley Delaney, CPA
Partner
4365 Executive Drive, Suite 710
San Diego, California 92121
coley.delaney@pungroup.com
(858) 242-5101

Sincerely,

The Pun Group, LLP

The Pun Group, LLP
Certified Public Accountants and Business Advisors

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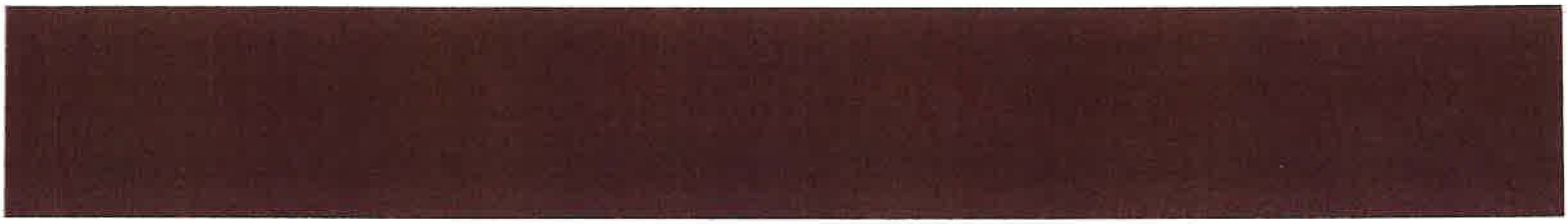
APPENDICES

THE PUN GROUP
ACCOUNTANTS & ADVISORS



THE PUN GROUP
ACCOUNTANTS & ADVISORS

Proof of Insurance – Sample Certificate

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Wood Gutmann & Bogart
15901 Red Hill Ave., Suite 100
Tustin CA 92780

CONTACT NAME: Connie Jones
PHONE (A/C, No, Ext): 714-505-7000 FAX (A/C, No): 714-573-1770
E-MAIL ADDRESS: connie@wgblb.com

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: TRAVELERS CAS INS CO OF AMER — 19046
INSURER B: Travelers Property Casualty Co of Amer — 25674
INSURER C: Argonaut Insurance Company
INSURER D: Travelers Cas Ins. Co. of Amer
INSURER E:
INSURER F:

INSURED
The Pun Group, LLP
200 East Sandpointe Avenue, Suite 600
Santa Ana CA 92707

COVERAGES **CERTIFICATE NUMBER:** 242217017 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR			6601G592120-19	3/1/2019	3/1/2020	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER							$
D	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			BA8L4878831942	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS MADE DED RETENTION $			CUP4H25314819-42	3/1/2019	3/1/2020	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			UB3K6834211942	3/1/2019	3/1/2020	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	E&O Retro 12/29/11			Pending	3/1/2019	3/1/2020	3,000,000 agg	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DAB, III

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4365 Executive Drive, Suite 710, San Diego, California 92121
www.pungroup.com

THE PUN GROUP
ACCOUNTANTS & ADVISORS

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: September 4, 2019

Agenda Number: C-4

SUBJECT:

Consideration of:

1. A Resolution approving reallocation of 2019/2020 Community Development Block Grant (CDBG) funds; and

2. A Resolution approving a 2019/2020 CDBG Agreement for Services with the Community Action Partnership of Madera County (CAPMC) in the amount of $18,000

RECOMMENDATION:

Staff recommends City Council (Council) consider and adopt:

1. A Resolution approving a reallocation of 2019/2010 CDBG funds and

2. A Resolution Approving a 2019/2020 Community Development Block Grant Agreement for Services ($18,000) with the Community Action Partnership of Madera County.

SUMMARY:

The U.S. Department of Housing and Urban Development's (HUD) review of the City of Madera's 2019/2020 CDBG Action Plan resulted in the request to reallocate two funded activities as follows:

HUD recommended to move the CAPMC Fresno Madera Continuum of Care (FMCoC) program into the Administration category. CAPMC carries out functions to coordinate with the FMCoC's local efforts to address homelessness and the local annual point-in-time count of Madera's sheltered and unsheltered homeless population. HUD considers that CAPMC's activities are eligible in the Administration category. HUD also requested to have the Housing Authority's Pomona Ranch project moved from Administration into Public Services. This is because case management services are a direct service to homeless persons.

Given HUD's requested changes to the Action Plan, the Block Grant Commission (BGC) convened on July 22, 2019 to review HUD's recommendations and to make a recommendation to Council. The following is a summary of the BGC's recommendations:

- CAPMC funding should be shifted to Administration
- CAPMC's shift to Administration reduces the City's Grants Department's (Grants) allocation by $9,321
- Shift Housing Authority under the Public Service category
- Given these two agencies' shifts in categorization, a surplus of $9,321 is available for allocation (this equals the amount that Grants' allocation was reduced by, which becomes available for Services or Capital allocations). The BGC recommends using the surplus under the Public Services allocation.
- Increase the Madera Coalition for Community Justice's (MCCJ) allocation to their full request of $25,000 (making use of $8,762)
- Allocate the remaining $559 to the Parks and Community Services Senior Nutrition and Recreation Program

The BGC made these recommendations because they understood that the City needs to accept HUD's request regarding the re-categorization of the allocations. Although those changes resulted in a reduction to the City's Grants Department's allocation under the Administration category, the BGC recognized that CAPMC would be carrying out activities that are required by HUD, for the local community to be eligible for HUD funding for homeless programs and services that are approved by the Fresno/Madera Continuum of Care. The activities that CAPMC will carry out are vital for the community to continue to be eligible for that source of funding, which support some of our most vulnerable residents. Therefore, maintaining CAPMC's allocation at $18,000 was recommended.

The BCG thought it was also in the best interest of the City's residents to utilize the surplus under the Public Services category. They reviewed the various requests that were made under that category to review which agencies hadn't been fully funded. They discussed that based on HUD having provided positive feedback regarding the outcomes delivered by MCCJ, that it was advantageous to allocate additional funds to this organization. Therefore, Council should fulfill MCCJ's full funding request, to continue to support their efforts in achieving positive outcomes impacting the youth of the City of Madera. After proposing to fully fund MCCJ, there was still $559 remaining. The BGC decided that the next best use of those funds was to allocate it to the Senior Nutrition and Recreation Program.

Staff recommends that Council consider HUD's requests and the BGC's recommendations when updating the CDBG 2019/2020 allocations. However, there has been one change since the BGC met, which is that the Housing Authority of the City of Madera (HACM) informed the City that the HACM is unable to accept Council's proposed allocation, as discussed at the June 19, 2019 Council meeting, in the amount of $8,679. Therefore, this amount remains available for reallocation. Staff recommends keeping this funding in the Public Services category, given that multiple agencies were unable to be fully funded. Upon review of the funding requests under this

category, staff recommends allocating these funds to Parks and Community Services (PCS) Senior Nutrition and Recreation program. This is a highly valued program in the community, and that program's CDBG funding was significantly reduced during this year's allocation. Should Council approve these reallocations for Public Services, staff will bring forward agreements with these agencies. City has already established an agreement with all other agencies under the Public Services allocations, except with PCS or MCCJ, because the BGC wanted to recommend to Council that these two agencies' allocations be increased.

Upon Council updating the allocations, staff will finalize agreements with the remaining subrecipients, which are affected by this final reallocation, and bring those agreements before Council for approval.

FINANCIAL IMPACT:
There is no impact to the General Fund given that the 2019/2020 Action Plan programs and projects will be funded through a federal grant.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

- **Strategy 136:** Transitional Housing: Promote transitional housing to ensure the homeless have safe shelter.
- **Strategy 407**: Promote and expand existing services, supportive services, case management, and self-sufficiency for Madera residents to maintain independent lifestyles.

ALTERNATIVES:

- Deny approval of the Resolution(s).
- Deny approval of the Agreement.
- Provide direction to staff.
- Direct staff to bring forward a new proposal from BGC.

ATTACHMENTS:

1. Resolutions
2. Agreement
3. Exhibit 1

Resolution No. 19-____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING REALLOCATION OF 2019/2020 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

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

WHEREAS, at the regular scheduled meeting on June 19, 2019, the City Council approved the 2019/2020 Action Plan to allocate $892,893; and

WHEREAS, the 2019/2020 Action Plan was forwarded to HUD on June 25, 2019; and

WHEREAS, the U.S. Department of Housing and Urban Development review of the City of Madera 2019/2020 Action Plan resulted in the request to reallocate funded activities; and

WHEREAS, the Block Grant Commission (BGC) convened on July 22, 2019 to review HUD's recommendations and to derive at a proposal for Council to consider when updating the reallocations; and

WHEREAS, the BGC reached consensus on recommending the following to Council:

- Shifted CAPMC to Administration
- Shifted Housing Authorities allocation to Public Services
- Shifting two of the allocations, as requested by HUD, yielded a $9,321 funding surplus
- Increased the Madera Coalition for Community Justice's allocation to their full request of $25,000 (making use of $8,762)
- Increased the City of Madera's Parks and Community Services Senior Nutrition and Recreation Program's request by $559 (making use of the remaining $559)

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

1. The City Council approves the reallocation of 2019/2020 Community Development Block Grant funds as shown on Exhibit 1.
2. The City Clerk is hereby authorized and directed to forward a copy of this Resolution to the Grants Administrator.
3. This resolution is effective upon written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2019/2020 Action Plan approval.
4. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

* * *

Resolution No. 19-____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2019/2020 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES ($18,000) WITH THE COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) recommended to move the Community Action Partnership of Madera County (CAPMC) Fresno/Madera Continuum of Care (FMCoC) program into Administration; and

WHEREAS, CAPMC carries out functions to coordinate with the FMCoC, and local efforts to address homelessness and the local annual Point-in-Time Count of Madera's sheltered and unsheltered homeless population; and

WHEREAS, the Block Grant Commission reached consensus on recommending the following to Council:

- CAPMC should be shifted to Administration

WHEREAS, CAPMC carries out activities that are required by HUD in order for the local community to be eligible for HUD funding for homeless programs and services that are approved by the FMCoC; and

WHEREAS, activities that CAPMC will carry out are vital for the local community to continue to be eligible for that source of funding which support some of the most vulnerable residents in our community.

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

1. The City Council approves the 2019/2020 Community Development Block Grant for Services with the CAPMC in the amount of $18,000.
2. A copy of the Agreement is attached hereto as Exhibit 1.
3. The Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
4. The City Clerk is hereby authorized and directed to forward a copy of this Resolution to the Grant Administrator.
5. This resolution is effective upon written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2019/2020 Action Plan approval.
6. 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 September 4, 2019, between The City of Madera hereafter referred to as "CITY", and the Community Action Partnership of Madera County, Inc., hereafter referred to as the "CONTRACTOR."

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 which is 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.

WHEREAS,

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 each quarter. Allowable expenditures under this Agreement are specifically established in accordance with Exhibit "B" which is incorporated herein by reference. The total obligation of the CITY under this Agreement shall not exceed $18,000 in fiscal year 2019/2020. 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 of this Agreement. 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 September 5, 2019 and shall end its performance June 30, 2020, 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

Contractor shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

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.

22. Insurance Requirements for Service Providers

Without limiting Service Provider's indemnification of City, and prior to commencement of Work, Service Provider shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Service Provider shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

Service Provider 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 Service Provider, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Service Provider shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Enforcement of Contract Provisions (non estoppel)

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Service Provider.

Notice of Cancellation

Service Provider agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Service Provider shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Service Provider's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Service Provider shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded CONTRACTOR has vilated 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.

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:

By: _____
Andrew J. Medellin, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY

By: _____
Mattie Mendez, Executive Director

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantu Montoy, Interim City Attorney

Date: _____

PART 2. For the following, submit your responses below each discussion item and question and follow these instructions. •Use 12-point font. •Do not exceed four, single-sided, single-spaced pages and do not alter the margins.

1. **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. Cite your sources (e.g., U.S. 20XX Census Data Table X.)

   This application seeks to help address community challenges created by homelessness in Madera. Homelessness is listed, as the top priority of the 2019 CDBG Community Input Result as well as on the City of Madera's 2015-2019 Consolidated Plan. For purposes of this application, the 2018 Homeless Point-In-Time Count results will be used to support how the need was identified. The Count is coordinated by the Fresno Madera Continuum of Care and is conducted by local volunteers. The 2018 Count enumerated 203 unsheltered homeless people and 107 sheltered homeless for a total of 310 people. The homeless problem is a complex problem creating many types of challenges.

2. **EXISTING SERVICES:** List other agencies currently addressing the need or problem described above.

   The Community resources available to homeless individuals and families in Madera County are extremely limited. The Madera Rescue Mission offers emergency food and shelter for the homeless. The Victory Outreach program offers a faith-based transitional program that can serve men. Community Action Partnership of Madera County offers four housing programs that serve men, women, children and domestic violence victims. The Martha Diaz Shelter offers emergency shelter. Victim Services also operates a transitional housing program for victims of domestic violence. The Shunammite Place offers permanent supportive housing for chronically homeless women, men and families. Oakhurst Serenity Village is a permanent supportive housing program for chronically homeless men. The Housing Authority operates a transitional housing program at the Pomona Ranch for 3 to 5 months of the year.

   In addition, CAPMC is a member of the Fresno Madera Continuum of Care (FMCoC). 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. CAPMC's Community Services Program Manager serves on both the Board of Directors and the Executive Committee with the Resident Manager of the Shunammite Place serving 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.

3. Explain how your program supplements or complements existing services without duplicating them.

   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

[redacted]

region. The FMCoC receive approximately $10 million annually in HUD homeless funds. Without membership on the FMCoC, a Madera County entity would not be eligible to apply.

4. Describe the work plan, agency capacity and 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 work plan, and measurable goals and objectives are listed in the sections below. The method used to measure the effectiveness of the outcomes and services will be to report on the progress of each of the goals on the quarterly reports submitted to the City of Madera. The Program Manager who will oversee the contract has 8 years' experience working with CDBG funding.

5. Which 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.

6. Which measurable objectives does your program meet?

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. The expected number of meetings will be 4 per year.
2. CAPMC will have active membership on the Fresno Madera Continuum of Care. The CAPMC staff then communicates information from the Continuum to the Madera Homeless Coalition. The measureable performance indicator will be participation in meetings. There are at least 24 meetings per year.
3. CAPMC will plan and coordinate the 2020 Homeless Point-In-Time Count.
4. CAPMC will coordinate outreach efforts to the homeless at times when homeless encampments are scheduled for cleanup. CAPMC will conduct outreach at least once a month. CAPMC maintains a database with contact information on the homeless. The annual outreach contacts will total at least 100 contacts.

7. How will your program meet its goals in one year? Provide a timeline with start and end dates for your program's stages.

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

8. 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 serve on the FMCoC Board are funded out of multiple sources. The CDBG funding allows us to maximize resources to provide more comprehensive services to the homeless. CAPMC has also recently received a contract for $119,284 to provide

outreach services to mentally ill homeless.

9. 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 to provide much needed assistance for the Homeless Point-In-Time count. A dollar value has not been assigned for the donations, but the events would not be successful without the additional support. This past year CAPMC received enough donations to prepare over 300 hygiene kits. In addition over 1,000 pairs of socks were donated and for the 2018 Homeless Point-In-Time Count, there were over 50 people who came out to help conduct the count. The FMCoC raised $10,000 of donations that also helped with the cost.

10. 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 shared about the funding with the Madera County Homeless Coalition, Social Agencies Linking Together (S.A.L.T.), Pomona Housing Meeting, CAPMC's Board of Director and has the support of those groups as well as the Fresno Madera Continuum of Care members to continue facilitating and coordinating the homeless activities of the Coalition. Members were contacted to request support for this application. Included as an attachment to this application are several letters of support.

11. 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.

When outreach is conducted outside of the Madera City limits, a different funding source is used to pay for staff time.

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

The Centralized/Standardized intake prioritization process is accomplished by utilizing the Homeless Management Information System (HMIS) and the FMCoC addresses the issue through the standardized referral and placement of homeless into appropriate and available programs. This is one of the mandated services that HUD has required of all CoC's.

13. Discuss your program's/project's successes.

Because of the CDBG funds, the following successes were made possible:

- CAPMC was eligible to apply for and has received funding to serve an additional six people at the Shunammite Place for a total of 21.
- The CDBG funds allows a representative from CAPMC to join the FMCoC. As a result, there is now more support for the homeless in Madera.

  - Madera receives valuable T&TA from homeless experts on the FMCoC. Jody Ketcheside, the past Chair, attends both the Homeless Coalition meetings and Housing the Homeless meetings. Her advice has been valuable to both groups.
  - An outreach team has been funded by the FMCoC to help conduct outreach to the homeless in Madera.
- CAPMC staff planned and coordinated the HUD mandated Homeless Point-In-Time Count
- CAPMC staff participated on the Coordinated Access Team that planned and established the HUD mandated Coordinated Access system. A Coordinated Entry Procedures Manual has also been written and approved by the FMCoC.

14. Discuss your program's/project's past performance (2012 to 2018).

- HUD mandated Homeless Point-In-Time counts were conducted
- Requirements of the Hearth Act were implemented via the direction of the FMCoC
- Housing First Program Approach to addressing homelessness was implemented
- Annual Homeless Awareness Day events were planned and conducted
- New Homeless Management Information System Performance Standards were implemented via the HMIS Committee of the FMCoC
- The Homeless Coordinated Access system has been developed via the FMCoC's committee
- Homeless Coalition meetings were facilitated to provide communication about homeless issues with Madera's Homeless service providers
- Homeless Emergency Aid Program – California Emergency Solutions Program and Housing (HEAP-CESH) Adhoc committee was formed to help design a homeless assistance program for Madera and to support agencies who are planning to apply for funding.

15. Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

The Coordinated Access system includes tracking the progress of housing homeless people in the HMIS system. Quantifiable data can be extrapolated from the HMIS system.

16. Provide contact information (name and e-mail address) for three work-related references.

Name	Title	Company/Agency	Phone	Email Address
Ryan McWherter	Executive Director	Madera County Food Bank	(559) 674-1482	Rmcwherter.Maderafoodbank@gmail.com
Jody Ketcheside	Regional Director	Turning Point	(559) 233-2663	Jketcheside@tpocc.org
Shawn Jenkins	Senior Vice President	WestCare CA, Inc.	(559) 974-2919	shawn.jenkins@westcare.com

[redacted]

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 1, 2019 to June 30, 2020

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 COMPLETED:

IV. OUTCOMES ACHIEVED:

V. OTHER EFFORTS: Please describe and document efforts taken to demonstrate reach outreach and assistance provided to homeless persons. What type(s) of housing and services are being provided to men, if any? If none, describe obstacles and details with regard to providing housing and services to men. Describe collaboration with agencies helping persons discharged from public institutions, if any. If none, describe obstacles and details with regard to helping persons discharged from public institutions.

ACTIVITY REPORTS ARE DUE OCTOBER 15, JANUARY 15, APRIL 15, AND JULY 15. RETURN THE REPORTS 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.

Exhibit B

INCOME SOURCE	AMOUNT
CITY	
UNITED WAY	
STATE (SPECIFY)	
FEDERAL (CDBG)	$18,000
SERVICE FEES	
FUND RAISING	
DONATIONS	
RESERVE/CONTINGENCY	
OTHER (Provide Source)	
TOTAL BUDGET	$18,000

SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	$10,974
BENEFITS	0150	$2,927
SERVICES & SUPPLIES		
INSURANCE	0200	
COMMUNICATIONS	0250	$77
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	$300
OFFICE RENTAL	0400	$593
EQUIPMENT RENTAL	0450	
UTILITIES	0500	$110
TRAVEL (ADMIN.)	0550	$220
FOOD SUPPLIES	0600	
CONTRACTS	0650	$657
TRANSPORTATION	0700	$641
INDIRECT COST		$1,501
TOTAL		$18,000

[redacted]

Exhibit C

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.

EXHIBIT C

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 CFR 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.

Exhibit D

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.

	CPD	FHEO
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

Exhibit D

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

Exhibit 1					
Activity Type	**Final Formula Maximum**	**Proposal**	**Amount Requested**	**BGC 07/22/19**	**City Council 09/04/19**
Administration	**$ 156,972**	Local Administration	$ 156,972	$ 138,972	
		CAPMC		**$ 18,000**	
		Total Administration:	$ 156,972	$ 156,972	
	Final Formula Maximum	**Proposal**	**Amount Requested**	**BGC 07/22/19**	
Public Services	**$ 124,238**	City of Madera Parks & Community Services Senior Nutrition and Recreation Program	$ 100,000	$ 30,**559**	
		Friends of Madera Animal Shelter Low Cost Spay/Neuter Program	$ 45,000	$ -	
		Madera Rescue Mission	$ 30,000	$ 30,000	
		Big Brothers Big Sisters of Central California High School Bigs Program	$ 60,000	$ 10,000	
		Madera Coalition for Community Justice	$ 25,000	**$ 25,000**	
		Doors of Hope Parenting Center Building Better Parents	$ 128,936	$ 10,000	
		Pequeños Empresarios	$ 50,000	$ 10,000	
			Unprogrammed	$ 8,675	
		Total Public Services:	**$ 456,936**	**$ 124,238**	

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:
Arnoldo Rodriguez, City Manager

Council Meeting of: September 4, 2019
Agenda Number: C-5

SUBJECT:

Consideration of a Minute Order Approving the City of Madera Response to Madera County Grand Jury Final Report 1819-04: "The City of Madera Veiled Transparency"

RECOMMENDATION:

It is recommended the City Council (Council) review the proposed Response to the Grand Jury Report (Report) and approve the Response as presented or provide direction on changes to the proposed Response.

SUMMARY:

The Madera County Grand Jury (MCGJ) issued a report on June 25, 2019. The Council has 90 days to submit a written response. Written responses must be prepared and submitted within specified guidelines provided by the California Penal Code.

DISCUSSION:

The MCGJ issued a Report titled "The City of Madera Veiled Transparency" on June 25, 2019. The Council has 90 days to submit a written response to the Report and submit it to the Madera County Superior Court Presiding Judge. Staff has prepared a proposed Response to the Report for Council's consideration, consistent with Penal Code requirements.

Note that Penal Code Section 933.05 includes a specific manner for responding to the Findings and the Recommendations provided in the MCGJ Report. That process is outlined below.

A. Response to Findings.

In response to each grand jury finding in a final report, the responding party is statutorily required to indicate one of the following:

1. The respondent agrees with the finding.

2. The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

B. Response to Recommendations.

In response to each grand jury recommendation in a final report, the responding party is statutorily required to indicate one of the following:

1. The recommendation has been implemented, in which case the responding party must include a summary of the implemented action;

2. The recommendation has not yet been implemented, but the recommendation will be implemented in the future, in which case the responding party must include a timeframe for implementation;

3. The recommendation requires further analysis, in which case the responding party must include an explanation, the scope and parameters of an analysis or study, and a timeframe, not to exceed six months from the date of the final report's publication, for the matter to be prepared for discussion by the applicable agency or department officer, head, or governing body being investigated or reviewed; or

4. The recommendation will not be implemented because it is unwarranted or unreasonable, in which case the responding party must include an explanation therefor.

FINANCIAL IMPACT:

The City's proposed Response includes additional training for staff. This will be provided by either existing resources or the City Attorney. Any work provided by the City Attorney will be at the contracted bill rate.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

The Council has the following options to consider relating to this matter:

- Approve the Response to the Grand Jury as presented.
- Approve the Response with amendments.
- Direct staff to return with additional information at the September 18, 2019 Council meeting.

ATTACHMENTS:

1. Madera County Grand Jury Final Report 1819-04
2. City of Madera Response to Madera County Grand Jury Final Report 1819-04: "The City of Madera Veiled Transparency"

P.O. Box 534, Madera, CA 93639
Tel. 559-662-0946
Fax 559-662-0848
info@maderagrandjury.org

June 25, 2019

Madera City Council
204 West Fourth Street
Madera, CA 93637

RE: The City of Madera Veiled Transparency Report
Report Date: June 28, 2019

Dear Madera City Council:

Enclosed please find a copy of the above report by the Madera County Grand Jury.

Attached is a copy of excerpts from Penal Code sections 933 and 933.05. Please note that subdivision (f) of Penal Code section 933.05 specifically prohibits any disclosure of the contents of a grand jury report by a public agency or its officers or governing body prior to its release to the public, which will occur two days after the date of this letter.

Penal Code section 933.05 requires that you respond separately to specified Findings and Recommendations contained in the report. Subdivisions (a) and (b) of Penal Code section 933.05 mandate the content and format of responses. Penal Code section 933 mandates the deadline for responses.

You are required to submit your response within [60/90] days as follows:

Hard copy to: Michael Jurkovich
Supervising Judge of the Grand Jury
Madera Superior Court
200 South G Street
Madera, CA 93637

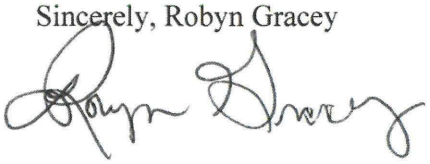
Please also send a hard copy of your response to:

Madera County Grand Jury
PO Box 534
Madera, California 93639

Responses are public records. The clerk must maintain a copy of your response.

Should you have any questions, please contact me at 559-662-0946 or at the above address.

Sincerely, Robyn Gracey



Foreperson, Madera County Grand Jury

Enclosures: Penal Code sections 933 and 933.05 (excerpts)

§ 933. Findings and Recommendations (Excerpt)

No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices.....

As used in this section "agency" includes a department.

§ 933.05. Responses to Findings (Excerpt)

(a) For purposes of subdivision (b) of Section 933, as to **each** grand jury **finding**, the responding person or entity shall indicate one of the following:
   (1) The respondent agrees with the finding.
   (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) For purposes of subdivision (b) of Section 933, as to **each** grand jury **recommendation**, the responding person or entity shall report one of the following actions:
   (1) The recommendation has been implemented, with a summary regarding the implemented action.
   (2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.
   (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
   (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

(f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.(emphasis added)

The City of Madera:
Veiled Transparency
2018-2019
Madera County Grand Jury
Final Report 1819-04

Published on: June 28, 2019

SUMMARY:

The purpose of the Madera County Grand Jury (MCGJ) is to investigate the public entities within the County and City of Madera. During the Grand Jury's initial investigation of the City, the topics of concern included the increase in salaries of several department heads as well as water rate increases. As the investigation progressed, the MCGJ found that the problems were much more complex than the issue regarding salaries and increased water rates. After hearing several complaints from the community on how the City Council conducts its business, the Madera County Grand Jury chose to investigate the City of Madera. Through the investigation, the MCGJ found a significant lack of transparency, code of ethics, lack of ethical practices, access to information, and violation of confidentiality. The Grand Jury found that the public had reasons to be alarmed.

BACKGROUND:

In order to understand the City of Madera's policies, procedures, and management, the MCGJ attempted to engage in a thorough investigation. Early in October 2018, the MCGJ began requesting information related to operations at City Hall. Multiple times the MCGJ's investigation was impeded by a lack of cooperation for access to the documents related to the investigation.

The MCGJ began investigating the City of Madera with special emphasis on finance. As part of this investigation, the MCGJ attended City Council meetings. The arrival of the August 1, 2018, water bills, which came with higher water rates, generated an increase in the attendance at City Council meetings. The higher water rates created a great deal of anger expressed by residents during the public comment section of the meetings. Additionally, a presentation at a City Council meeting highlighted inflated salaries and a budget deficit. This presentation left the public questioning whether water rates were increased to offset salaries. This was followed by a front-page article in the Madera Tribune (August 8, 2018) publicizing these issues. Residents expressed anger over issues of excessive salaries, rising water rates, and the possible correlation between them.

Due to the expressed anger by residents during City Council meetings, the MCGJ elected to broaden the initial investigation. In 2015, salaries of management staff were increased anywhere from 11 to 44 percent. During the same period, 2015-16, water rates increased between 9-10 percent. In 2017, water rates increased an additional 20 percent, followed by the 2018 increase of 10 percent. Currently, in 2019, there has been an additional increase of 3 percent. The public perception is that it took four years to offset the salary increase from 2015 with the increase in water rates through 2018. In early 2019, the City made a concerted effort to lower its expenses by reducing salaries, combining job duties, resignations, and retirements.

Throughout the MCGJ's investigation of the City's management of handling public monies, the City caused a combination of obstacles to the inquiries. The MCGJ found that administrators dodged multiple inquiries by deflecting direct questions, avoided providing documentation in a timely manner, and, at times, stated the requested information did not exist. Furthermore, conflicts of interest within the City were found, even to the point of violating its own mission statement. In general, the City of Madera avoided cooperating with the MCGJ's investigation, violated the MCGJ's confidentiality, and the City of Madera's own stated commitment of transparency.

The MCGJ broadened the investigation.

With of the departure of senior staff, failure to provide documentation, and appearance of malfeasance, the MCGJ refocused the direction of the investigation. Through the investigation, the MCGJ found a lack of transparency, code of ethics, ethical practices, access to information, as well as a violation of the MCGJ's confidentiality.

METHODOLOGY:

- Beginning in July 2018, Grand Jury frequently observed the following regular meetings:
  - City Council
  - Planning Commission
  - Successor Agency

- Beginning in August 2018, the Grand Jury interviewed the following:
  - Financial professionals
  - Former City of Madera employees
  - Current City of Madera employees
  - Real Estate investors
  - Business owners
  - Current City Council members
  - Private citizens

- Beginning in October of 2018, the Grand Jury requested, received, and reviewed the following documents:
  - Roberts Rules of Orders
  - City of Madera Policy and Procedure manual
  - Code of Conduct
  - Government Codes
  - Relevant common law
  - 1974 Political Reform Act (PRA)
  - The Brown Act
  - Purchase Order Standard Terms and Conditions for the Purchase of Goods
  - Purchase Order Standard Terms and Conditions for the Purchase of Services
  - Purchasing Policy of the City of Madera
  - Invoices for purchases of $2,500 or more
  - Cal Credit Card statements selected by City Clerk's office
  - City Council Meeting Agendas
  - City Council Meeting Consent Calendars
  - Board Packet for Consent Calendar Agenda Items
  - Financial Reports from Finance Department
  - Annual Budget from Finance Department
  - Select Purchase Orders from 2016-2018 for amounts between $2,500-$7,500
  - Bids selected by the Purchasing Department
  - Organizational Chart

- Documents Requested but not received:

- Code of Ethics for elected officials and senior management
- Cal Credit Card Statements for City Council Members from 2015 to present
- Cal Credit Card Statement for non-elected management staff from 2015 to present
- All Bids from 2013-2018
- City of Madera Audit

DISCUSSION:

The MCGJ began an investigation into the management of City finances. The MCGJ requested audits for the past five years; none were provided.

The MCGJ requested the City's Code of Ethics. The MCGJ was informed, at present, the City does not have a written Code of Ethics for upper management or City Council members. However, newly elected City Council members are required to attend an annual mandated ethics training. Due to the lack of documentation provided, the MCGJ was unable to verify completion of ethics training by any elected officials.

Residents have expressed a lack of understanding of the methods and procedures of City Council meetings. They do not know how to access supporting documentation for the items of the Consent Calendar or the complete Agenda, nor does the public know when or how they have the right to challenge the City Council. Additionally, the public is not aware of how to put items on the City Council Agenda, nor are they made aware they can ask questions regarding the Agenda items. Citizens are not made aware they can ask questions on each item of the Agenda before the Council votes on the items. This includes items within the Consent Calendar.

Roberts Rules of Order states, a Consent Calendar is a tool used in public meetings which groups routine agenda items into a single agenda item, allowing the grouped items to be approved in one action, rather than through the filing of multiple motions. However, for the public who attend such meetings, the Consent Calendar appears to be purposely vague. Items on the Consent Calendar are written using legal terminology with references to obscure codes and contract numbers. Consent Calendar items are not written with enough information for the general public to understand.

City Council requires anyone addressing the Council to step up to the podium, state their name, address, and topic or question of concern. They may not speak for more than three minutes. Since Council meetings are public, anyone in the public should be able to comment without fear of reprisal or providing personal information. The requirement of stating a personal address (publicly) is intimidating.

Throughout the investigation, the MCGJ's request for documents from the City of Madera's administration were hindered, delayed, and, at times, blocked. The MCGJ was stymied by the lack of response from City administrators. Upon requesting specific documents from the City administration, the administration frequently asked the MCGJ for more detailed information about the documentation.

For example, the MCGJ requested documentation of financial records covering expenses of City Council members and senior staff from 2013 to present. The administration's response was that they were not sure what expenses the MCGJ was referring to, and the request was too broad. After many attempts by the MCGJ to clarify and narrow the request, over many weeks--far beyond the required ten days, the MCGJ was delivered a large number of documents. The

documents received were in disarray; documents were in no apparent order, documents did not appear to be complete, and there were obvious omissions. After much delay and receipt of documentation in its disorderly state, the MCGJ concluded that the City of Madera lacked respect for the authority of the MCGJ, which was nonfeasance and thus created suspicion of malfeasance by City officials.

During the process of attempting to acquire the requested documents, the City violated the Grand Jury's Admonition through email (Exhibit A). Records of email exchanges between City administration, staff, and members of the MCGJ showed multiple and direct violations of the Grand Jury's admonition of secrecy. The MCGJ sent a cease and desist order to interviewees who were not following the admonition oath. This event further supported the MCGJ's concern for the lack of respect for the authority of the Grand Jury, and the laws governing Grand Jury procedures.

Some elected officials are doing business with the City as private citizens, which raises the question of a conflict of interest. The MCGJ referred to the statutory and common law to understand the circumstances surrounding the City's management.

California Government Code section 1090 states in part:

> *City officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members.*

Meaning, the City Council is prohibited from entering into any contract with a business or vendor, which is owned by a sitting elected official. Furthermore, the City Council should not enter into a contract with a business or vendor owned by an elected official even if the elected official has abstained from a vote. Any renewal or modification of an existing contract, which predates an elected official's election, would likely violate section 1090.

Moreover, the California Government Code § 18702 (b) states in part:

> *No public servant shall make, participate in making, or in any way attempt to use his or her position to influence a governmental decision if he or she knows or has reason to know that he or she has a financial interest in the decision.*

Additionally, there is also what is known as "common law conflict of interest." Common law implies that a public officer or employee is:

> *"...bound to exercise the powers conferred on him with disinterested skill... primarily for the benefit of the public..." (Noble v. City of Palo Alto (1928) 89 Cal. App. 47, 51).*

Furthermore,

> *Dealings between a public officer and himself as a private citizen which bring him into collision with other citizens equally interested with himself in the integrity and impartiality of the officer are against public policy (Goodyear v. Brown, 155 Pa. 514 [Am. ST. Rep. 903, 20 L.R.A. 838,26 A. 664]).*

Finally,

> *Public policy and sound morals alike forbid that a public officer should demand or receive for services performed by him in the discharge of official duty any other or*

further remuneration than that prescribed and allowed by law (Somerset Bank v. Edmund, 76 Ohio St. 396 [10 Ann. Cas. 726, 11 L.R.A. (N.S.) 1170, 81 N.E. 641[).

Upon further investigation, the MCGJ examined the regulations covering the City of Madera's Purchasing-Central Supply Mission Statement, which states:

> *Purchasing - Central Supply is committed to obtaining the most desirable goods and services to meet the City's operational needs, at the lowest possible cost, delivered in a timely manner, and in compliance with all City policies and applicable laws.*

It is further stated in the City of Madera's Purchasing Policy:

> *Conflicts of interest occur when a conflict exists between the public interest and the private monetary interest of a public official or employee. Conflicts of interest can also occur with regards to individuals who have left government employment, when former public officials are able to exert undue influence over the purchasing process because of their past personal connections inside government.*
>
> *No member of the Council or of any board and no officer or employee of the City shall be or become interested in any contract for which bids are or may be required for the furnishing of labor or materials to or for the City, nor shall any of them receive any gratuity or advantage from any contract or from the contractor furnishing any labor or material under any contract, the cost or consideration of which is payable from the City treasury. Any such contract with the City in which any such officer or employee is or becomes interested shall be declared void by the Council.*

In conclusion, the role of the MCGJ is to act as a public "watchdog." Documentation, or the lack there of, has persuaded the Grand Jury of malfeasance within the City of Madera. The MCGJ has found malfeasance valid based upon the lack of ability and transparency in acquiring documentation from the City, conflicting statements from City administration, interviewees and documentation (invoices, purchases orders, and paid warrants) from other businesses, and public responses. The documents and evidence acquired by the MCGJ establishes laws may have been broken.

FINDINGS:

F1. The City of Madera does not have a written code of ethics for senior officials or elected members.

F2. The senior officials and elected members do not have adequate follow-up training on ethics.

F3. The general public does not know how to access the City Council meeting agenda and comment on agenda items including the consent calendar.

F4. Speakers during Public Comment at City Council meetings are intimidated by the requirement to provide their personal address.

F5. The Agendas for the City Council Meetings are difficult for the general public to understand.

F6. The City Council of Madera did not provide the MCGJ with requested documentation in a timely and orderly manner.

F7. City administration violated the MCGJ's admonition of secrecy.

F8. The City of Madera does not follow its Purchasing-Central Supply Mission Statement regarding conflicts of interest.

F9. City administrators and elected officials are doing personal business with the City as private individuals.

F10. The City of Madera shows a lack of transparency towards residents of the City of Madera and the Madera County Grand Jury.

RECOMMENDATIONS

R1. By September 30, 2019, the MCGJ recommends that the City of Madera create and follow a code of ethics for all senior officials and elected members, and display the code of ethics in a public place.

R2. By September 30, 2019, the MCGJ recommends that the City of Madera create and contract for follow-up ethical training for senior officials and elected members to attend annually.

R3. By September 30, 2019, the MCGJ recommends that City Council make clarifications regarding the access to Agenda and Consent Calendar for the public.

R4. By September 30, 2019, the MCGJ recommends that those addressing the City Council during Public Comment not be required to provide their street address.

R5. By September 30, 2019, the MCGJ recommends that City Council make clarifications which enable the public's understanding of all Agenda items.

R6. By September 30, 2019, the MCGJ recommends the City of Madera officials implement training for their department heads and employees on how to respond in a timely and orderly manner, within ten days, to inquiries made by the MCGJ.

R7. The MCGJ recommends the City of Madera officials immediately take steps to understand the importance and necessity of the MCGJ's admonition of secrecy.

R8. The MCGJ recommends the Madera City Council and the Madera City officials immediately review and follow its Purchasing-Central Supply Mission Statement regarding Conflicts of Interest.

R9. The MCGJ recommends that City administrators and elected officials immediately cease doing personal business with the City of Madera.

R10. The MCGJ recommends that the City of Madera immediately take steps to restore the trust of the citizens by being more forthcoming and transparent in their cooperation and communication with residents of Madera.

REQUIRED RESPONSES

Pursuant to Penal Code sections 933 and 933.05, the grand jury requests responses as follows:

City of Madera
City Manager
204 West Fourth Street
Madera, CA 93637

Madera City Council
204 West Fourth Street
Madera, CA 93637

INVITED RESPONSES

Madera County Board of Supervisors
200 West Fourth Street
Fourth Floor
Madera, CA 93637

Madera County District Attorney
209 West Yosemite
Madera, CA 93637

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

EXHIBIT A

Madera County Grand Jury Admonition

All Madera County Grand Jury proceedings are conducted in secret session. You and each of the grand jurors participating in today's session have the obligation to observe this rule of secrecy.

You are admonished not to reveal to any person, except as directed by the court, which questions were asked or what responses were given today.

You are further admonished not to reveal any matters concerning the nature or subject of the Grand Jury's investigation that you learn during your interview today.

A violation of this admonition is punishable as contempt of court.

My signature below indicates that I understand this admonition.

Document Retention

Documents provided to the Grand Jury become the property of the Grand Jury and shall be destroyed.

My signature below indicates my understanding of the document retention statement.

_____ _____

Signature **Printed Name**

_____

Date

September ___, 2019

The Honorable Michael Jurkovich, Presiding Judge
Supervising Judges of the Grand Jury
Madera County Superior Court
200 South G Street
Madera, California 93637

Re: City of Madera Response to Madera County Grand Jury
Final Report 1819-04: "The City of Madera Veiled Transparency"

Dear Honorable Judge Jurkovich:

On June 25, 2019, the Madera County Grand Jury issued a Final Report regarding City of Madera entitled "Veiled Transparency 2018-2019" (hereafter "Report"). As required by Penal Code Section 933 (c), the City Council of the City of Madera respectfully submits the following responses to the Findings and Recommendations in the Report in the form required by the Penal Code. The Report references the City Council and City Manager as "respondents." The term "City" is used in this response to refer collectively to the City Council and the City Manager.

FINDINGS

Finding 1: The City of Madera does not have a written code of ethics for senior officials or elected members.

Response 1: The City disagrees partially with Finding 1. The City of Madera has an adopted Code of Ethical Conduct within the Purchasing Policy. In addition, each at-will employment agreement with any department head or Council direct-report position includes language pertaining to conflicts of interest. These agreements state in relevant part: "[E]mployees shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the [Job Title]'s employment."

The City Manager and City Attorney are preparing a Code of Conduct applicable to senior officials and the City Council for the City Council's consideration and adoption at a City Council meeting in September.

We also refer the Grand Jury to the response to Finding 2 regarding Assembly Bill 1234 training for senior officials and members of the City Council that training covers ethics.

We must note that the City of Madera does have a Conflict of Interest Code which is updated periodically as required by the California Political Reform Act under Government Code Section 87200. The City's most recent Conflict of Interest Code was adopted on August 15, 2018, per Resolution No. 18-153 attached as Attachment A. The Conflict of Interest Code designates elected and other City positions that are required to file Statements of Economic Interest with the Fair Political Practices Commission (FPPC) and the required disclosure categories.

Finding 2: The senior officials and elected members do not have adequate follow-up training on ethics.

Response 2: The City disagrees partially with Finding 2. The City, similar to all cities, counties, and special districts in California, has required that senior officials and members of the City Council take ethics training as required by Assembly Bill 1234 for local officials. Per Government Code Section 53234 (d):

> (d) "Ethics laws" include, but are not limited to, the following:
>
> (1) Laws relating to personal financial gain by public servants, including, but not limited to, laws prohibiting bribery and conflict-of-interest laws.
>
> (2) Laws relating to claiming prerequisites of office, including, but not limited to, gift and travel restrictions, prohibitions against the use of public resources for personal or political purposes, prohibitions against gifts of public funds, mass mailing restrictions, and prohibitions against acceptance of free or discounted transportation by transportation companies.
>
> (3) Government transparency laws, including, but not limited to, financial interest disclosure requirements and open government laws.
>
> (4) Laws relating to fair processes, including, but not limited to, common law bias prohibitions, due process requirements, incompatible offices, competitive bidding requirements for public

contracts, and disqualification from participating in decisions affecting family members.

This training must be taken every two years and records of completion of this training must be maintained for at least five years after the official receives training. The curriculum covered must be that sanctioned by the FPPC and Attorney General. The two areas required to be covered include general ethic principles and an overview of laws pertaining to conflicts of interest and transparency.

To fulfill said obligation, the City provides opportunities to meet the AB 1234 training requirements through in-person and online training resources. These resources include the League of California Cities, the law firm of Liebert Cassidy Whitmore, as well as the in2vate online training platform provided through the City's membership in the Employment Risk Management Authority. The City will continue to offer regular training through the identified platforms on ethics. Additionally, the City Attorney has offered to provide AB 1234 training at no cost to the City.

Finding 3: The general public does not know how to access the City Council meeting agenda and comment on agenda items including the consent calendar.

Response 3: Given that Finding 3 is a two-part statement, responses are bifurcated.

Accessing of City Council Meeting Agendas: The City disagrees partially with the part of Finding 3 regarding accessing of agendas. City Council meeting agendas are posted at least 72 hours in advance of regular meetings as required by the California Open Meeting Law (Brown Act, Government Code Sections 54950 to 54963). The agendas are posted as follows:

- On the City's webpage, inclusive of all staff reports
- Two locations at City Hall conspicuously located so that the public may view them during business and non-business hours
- Via regular reminder posts on official City social media channels which provide direct links to agendas and related staff reports of upcoming meetings

Hard copies are also made available to the public during Council meetings and scrolling notice is provided to viewers following the online livestream which identify how agendas may be accessed.

Special Meeting agendas are posted at least 24 hours in advance as required by the Brown Act and are posted in the same manner as regular meeting agendas.

Worth noting is that the City's webpage is continuously updated to ensure that it provides up to date information, is user friendly, easy to navigate, and accessible to the public. This includes a link on top of the City's homepage titled "Meetings and Agendas" which provides a running list of meeting agendas. The running list provides:

- Agendas commencing on June 2, 2015 to present
- Meeting minutes commencing on June 2, 2015 to present
- Agenda reports commencing on December 16, 2016 to present
- Videos of Council meetings commencing May 17, 2017 to present

Commenting on Agenda Items: The City disagrees partially with the part of Finding 3 regarding commenting on Agenda Items. We understand that it may be difficult sometimes for members of the public to know when or how to comment at City Council meetings.

The Agenda provides three opportunities for members of the public to speak as follows:

(i) Public Comment: this is generally for matters not on the agenda;
(ii) Consent Calendar: this is for items on the consent calendar; and
(iii) Action Items: As each agenda item is called.

For items listed on the Consent Calendar, the City added the following language beginning on July 3, 2019:

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the public or a member of the Council may request an item be removed from the Consent Calendar and it will be considered separately.

Finding 4: Speakers during Public Comment at City Council meetings are intimidated by the requirement to provide their personal address.

Response 4: The City disagrees partially with Finding 4. While the finding is accurate that addresses have been requested, to conclude that the public was intimidated may be speculative. Certainly, that has not been the City's intent. Moreover, Madera

Municipal Code Sections 2-108 and 2-109 dating back to 1961 require speakers provide their name and address.

In addition, it is often helpful to know addresses to provide context for follow-up with residents; however, the City understands that it may not require that addresses be provided. For this reason, the City added the following language to its agenda beginning on July 3, 2019 noting that speakers are not required to identify themselves.

Speakers will be asked, but are not required, to identify themselves and state the subject of their comments.

To avoid confusion and ensure the City's requirements are consistent with the Brown Act, an ordinance repealing MMC Sections 2-108 and 2-109 will be recommended to the City Council.

Finding 5: The Agendas for the City Council Meetings are difficult for the general public to understand.

Response 5: The City disagrees partially with Finding 5. In an effort to identify best practices, the City conducted a review of numerous agendas from other communities. This review revealed that the City's agendas are comparable, albeit not identical. Moreover, it is challenging to ascertain what is too difficult. Nonetheless, in the spirit of continuous improvement, staff is always seeking opportunities to improve agendas. While many Council items are technical in nature, the City acknowledges that it is staff's responsibility to ensure that agendas and accompanying reports are easy to understand for someone who may not be familiar with a specific item. Beginning in January 2019, the City has focused on improvement of Council reports with an emphasis on:

- Consistency in terms of format and use of language
- Clarity
- Conciseness
- Greater detailed descriptions of items

The City is open to continued constructive feedback to ensure that agendas are clear.

Finding 6: The City Council of Madera did not provide the MCGJ with requested documentation in a timely and orderly manner.

Response 6: The City disagrees partially with Finding 6. Given the MCGJ's admonition of secrecy, current staff does not have adequate information to ascertain what was requested of the City, nor what was produced to the MCGJ for review. The finding, as written, provides insufficient information to either agree or disagree. However, we are noting that the City "disagrees partially" because of the mandated method for response. To demonstrate the City's good faith, the City is committed to providing staff training to more judiciously and expeditiously provide documentation.

Finding 7: City administration violated the MCGJ's admonition of secrecy.

Response 7: The City disagrees partially with Finding 7. The finding, as written, provides insufficient information to either agree or disagree. However, we are noting that the City "disagrees partially" because of the mandated method for response. The Admonition attached to the report indicates that the in-person interview is confidential/secret; however, the Report references email requests for information that were allegedly circulated amongst unknown City staff in an attempt to gather information for the Grand Jury. While the City acknowledges that greater staff training is advisable so that staff will know what safeguards may be necessary for retrieval of information to properly respond to email requests from the Grand Jury, without conducting an in-depth investigation, it is difficult to discern what and with whom information may have been shared.

Finding 8: The City of Madera does not follow its Purchasing-Central Supply Mission Statement regarding conflicts of interest.

Response 8: The City disagrees partially with Finding 7. No supporting facts were provided in the Report to be able to respond meaningfully to the Finding. The Report cites both the Government Code and the City's policy; however, it does not cite any specific information that supports the Government Code or City Policy were violated. If the Finding relates to Finding 9, the Grand Jury's attention is directed to Response 9 to Finding 9.

Finding 9: City administrators and elected officials are doing personal business with the City as private individuals.

Response 9: The City disagrees partially with Finding 9. The City agrees that it has purchased goods from a local business that is owned by an elected official. The City's review of purchases reflects that the City made purchases with this business since at least 1998. However, the City is unaware of any "City administrators" doing

personal business with the City and cannot speculate on what is being referenced by the Report. The City also acknowledges that it has conducted business with a City staff person for catering events and embroidery services.

In an abundance of caution, the City Manager has directed staff that no City purchases be conducted with elected officials. The City Attorney will be forwarding the matter regarding past purchases from an elected official to the Fair Political Practices Commission for their consideration.

Finding 10: The City of Madera shows a lack of transparency towards residents of the City of Madera and the Madera County Grand Jury.

Response 10: The City disagrees partially with Finding 10. We are noting that the City "disagrees partially" because of the mandated method for response. The finding, as written, provides insufficient information to either agree or disagree. The City would have benefitted from having information to support this Finding. With such information the City would have been able to address any deficiencies.

The City aims to be transparent in governance and management of the City. The following are examples of transparency towards residents of the City:

- The City responds to a plethora of Public Records Act requests and strives to provide excellent customer service.
- City Council agendas and reports are made available to the public both online and at City Hall.
- City Council meetings are livestreamed and recorded meetings are available online.
- Members of the public are afforded an opportunity to address the City Council as set forth in Response 3 above.
- Staff is available during normal business hours to meet and discuss items and/or projects with the public.
- Local ordinances are available online and at the City Clerk's Office.
- The City publishes notices of public hearings as required by law and/or sends notices as required by law for certain actions of the Planning Commission and City Council.
- The City retained a consultant to review its budgeting processes, water rate history, development impact fee program, and employee compensation and has implemented or is in the process of implementing recommendations from said consultants.
- All City Council business is conducted in noticed and open meetings. Limited closed sessions are held in strict conformance with the Brown Act.

RECOMMENDATIONS

R1: By September 30, 2019, the MCGJ recommends that the City of Madera create and follow a code of ethics for all senior officials and elected members and display the code of ethics in a public place.

Response 1: This recommendation will be implemented. As noted in the Response to Finding 1, a Code of Conduct will be submitted to the City Council for consideration at a meeting in September 2019. Once adopted, it will be made available on the City's website.

R2: By September 30, 2019, the MCGJ recommends that the City of Madera create and contract for follow-up ethical training for senior officials and elected members to attend annually.

Response 2: This recommendation will not be implemented as the City does not believe that annual training is warranted given that State statute mandates training every two years. It would be burdensome for the City to contract for additional annual training. AB 1234 compliant ethics training is available on a regular basis to all elected officials and specified staff members per the City's response to Finding 2 of the Report. Having said that, the City will be more diligent in ensuring compliance with AB 1234 training requirements.

R3: By September 30, 2019, the MCGJ recommends that City Council make clarifications regarding the access to Agenda and Consent Calendar for the public.

Response 3: This recommendation has been implemented. All City Council meetings are conducted openly in compliance with the Brown Act and its records maintained publicly pursuant to the Public Records Act. Moreover, language has been incorporated to the agenda format that clarifies that speakers are not required to state their name or address and the following has been incorporated pertaining to the Consent Calendar:

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the public or a member of the Council may request an item be removed from the Consent Calendar and it will be considered separately.

In the spirit of continuous improvement, the City will continue to update, streamline, and clarify the agenda as needed.

R4: By September 30, 2019, the MCGJ recommends that those addressing the City Council during Public Comment not be required to provide their street address.

Response 4: This recommendation has been implemented. The City added the following language beginning on July 3, 2019 noting that speakers are not required to identify themselves.

Speakers will be asked, but are not required, to identify themselves and state the subject of their comments.

It is noted that Madera Municipal Code Sections 2-108 and 2-109 dating back to 1961 requires speakers to give their name and address. An ordinance repealing that language will be recommended to the City Council to avoid confusion and ensure the City's requirements are consistent with the Brown Act.

R5: By September 30, 2019, the MCGJ recommends that City Council make clarifications which enable the public's understanding of all Agenda items.

Response 5: This recommendation has been implemented. Beginning in January 2019, the City made a concentrated effort to provide clear, concise agendas and pertinent items to add further transparency to the legislative process.

R6: By September 30, 2019, the MCGJ recommends the City of Madera officials implement training for their department heads and employees on how to respond in a timely and orderly manner, within ten days, to inquiries made by the MCGJ.

Response 6: This recommendation has not yet been implemented but will be implemented in the near future. As noted above in Response 2 to Finding 2, the City Attorney will be conducting training on AB 1234. That training requires that the Public Records Act be covered. Additionally, detailed Public Records Act training will be provided to staff responsible for responding to Public Records Act requests. It is noted that the Grand Jury's identified schedule may be challenging to meet; however, the City will work diligently to provide said training to employees well before any future MCGJ request.

R7: The MCGJ recommends the City of Madera officials immediately take steps to understand the importance and necessity of the MCGJ's admonition of secrecy.

Response 7: The recommendation has not yet been implemented but will be implemented in the near future. The City Attorney will provide guidance to staff in the next 90 days regarding Grand Jury admonitions.

R8: The MCGJ recommends the Madera City Council and the Madera City officials immediately review and follow its Purchasing-Central Supply Mission Statement regarding Conflicts of Interest.

Response 8: This recommendation has been implemented.

R9: The MCGJ recommends that City administrators and elected officials immediately cease doing personal business with the City of Madera.

Response 9: This recommendation has been implemented. The City will continue to comply with its Purchasing Policy, the Political Reform Act, and California Government Code Section 1090. We must note again as in the above response to Finding 9, the City's review does not reflect any business between the City and City administrators. Government Code Section 1090 has different rules for elected officials and staff. In an abundance of caution, the City Manager has directed staff that no business be conducted with City-elected officials or City staff.

R10: The MCGJ recommends that the City of Madera immediately take steps to restore the trust of the citizens by being more forthcoming and transparent in their cooperation and communication with residents of Madera.

Response 10: This recommendation has been implemented and will be on-going. The City has been working diligently to ensure that all meetings are open, agenda documents and reports are concise yet thorough, that all information be made available on the City's website, and that interaction with members of the public be positive. We reiterate from the response to Finding 10 above:

The City aims to be transparent in governance and management of the City. The following are examples of transparency towards residents of the City:

- The City responds to a plethora of Public Records Act requests and strives to provide excellent customer service.
- City Council agendas and reports are made available to the public both online and at City Hall.

- City Council meetings are livestreamed, and recorded meetings are available online.
- Members of the public are afforded an opportunity to address the City Council as set forth in Response 3 to Finding 3 above.
- Staff is available during normal business hours to meet and discuss items and/or projects with the public.
- Local ordinances are available online and at the City Clerk's Office.
- The City publishes notices of public hearings as required by law and/or sends notices as required by law for certain actions of the Planning Commission and City Council.
- The City retained a consultant to review its budgeting processes, water rate history, development impact fee program, and employee compensation and has implemented or is in the process of implementing recommendations from said consultants.
- All City Council business is conducted in noticed and open meetings. Limited closed sessions are held in strict conformance with the Brown Act.

Thank you for your service to the community. Please let us know if you need additional information.

Sincerely,

Arnoldo Rodriguez
City Manager
City of Madera

Attachment: Resolution No. 18-153

RES. NO. 18-153

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ADOPTING THE CITY OF MADERA CONFLICT OF INTEREST CODE, AND REPEALING RESOLUTION NO. 16-136 AND ALL RESOLUTIONS IN CONFLICT HEREWITH

WHEREAS, the Political Reform Act (Government Code Section 87300, et. seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Political Reform Act requires certain officials, specified in section 87200 of the California Government Code, to file a Statement of Economic Interest Form 700 and abstain from making or participating in making governmental decisions which have a reasonably foreseeable material effect on an economic interest; and

WHEREAS, the Political Reform Act also requires the City to adopt a local conflict of interest code that enumerates specific City positions other than those specified in Government Code §87200 which involve making or participating in making decisions which have a reasonable foreseeable material effect on an economic interest, interests in real property and sources of income which are reportable based on the scope of the decision-making authority of the position; and

WHEREAS, the Fair Political Practices Commission has adopted regulations (2 Ca. Code of Regulations Section 18730), which contains the terms of the standard conflict of interest code; and

WHEREAS, the City Council desires to repeal the City of Madera's Conflict of Interest Code and adopt a new Conflict of Interest Code incorporating new provisions of Government Code Section 87300, et. seq., and reflecting changes to the designated positions; and

WHEREAS, the terms of 2 Ca. Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference.

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

1. The above recitals are true and correct.

2. The City Council hereby repeals Resolution No. 16-136 and all resolutions in conflict herewith.

3. The terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference.

4. The City Council of the City of Madera hereby adopts the City of Madera Conflict of Interest Code attached as Exhibit A.

5. Persons holding positions listed as designated positions in the Conflict of Interest Code shall file a Statement of Economic Interest Form 700 and report the categories listed therein.

6. This resolution is effective immediately upon adoption.

* * * * * * * * *

PASSED AND ADOPTED by the City Council of the City of Madera this 15th day of August, 2018 by the following vote:

AYES: Mayor Medellin, Council Members Rodriguez, Foley Gallegos, Oliver, Robinson, Rigby, Holley.

NOES: None.

ABSTENTIONS: None.

ABSENT: None.

APPROVED:

ANDREW J. MEDELLIN, Mayor

ATTEST:

SONIA ALVAREZ, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

APPROVED AS TO LEGAL FORM:

BRENT RICHARDSON, City Attorney

EXHIBIT A

CITY OF MADERA CONFLICT OF INTEREST CODE

A. The terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference.

B. The positions listed below are public officials designated by statute and are required to file with the Fair Political Practices Commission (FPPC) a Statement of Economic Interests pursuant to Government Code Section 87200.

Mayor
City Council
City Administrator
City Attorney
City Treasurer
Planning Commissioners

C. Persons holding positions listed as designated positions under Section D shall file with the City Clerk a Statement of Economic Interests Form 700 upon assuming office, annually thereafter, and upon leaving office. Statement of Economic Interests Form 700 are a public record and available for public inspection and reproduction.

D. Designated Positions and Disclosure Category

Designated Positions	Disclosure Category
ADMINISTRATION	
City Manager	I
Communications Manager	I
Director of Administrative Services	I
AIRPORT	
Airport Operations Manager	I
BUILDING	
Chief Building Official	I
Plans Examiner	III
CITY CLERK	
City Clerk	I
Deputy City Clerk	I
CITY ATTORNEY	
City Attorney	I
Deputy City Attorney	I

Legal Assistant	I
Paralegal Office Administrator	I
COMMUNITY DEVELOPMENT	
Director of Community Development	I
ENGINEERING	
Administrative Analyst	III
Assistant Engineer	II
Associate Civil Engineer	I
City Engineer	I
Deputy City Engineer	I
Engineering Project Manager	I
Engineering Technician III	I
Project Development Coordinator – Licensed	II
Senior Engineer	I
Special Transportation Projects Director	I
FINANCE	
Administrative Analyst	III
Director of Financial Services	I
Financial Services Manager	I
Utility Billing Supervisor	II, III
FIRE	
Battalion Chief	I
Fire Chief	I
Division Chief	I
FLEET	
Fleet Operations Manager	II
GRANTS	
Grant Administrator	I
Program Manager Grants	I
HUMAN RESOURCES	
Administrative Analyst	III
Director of Human Resources	I
INFORMATION SERVICES	
Computer Technician	II
Information Services Manager	I
Network Administrator	II
Tyler Munis Implementation Project Manager	I

NEIGHBORHOOD REVITALIZATION

Neighborhood Preservation Supervisor	I

PARKS AND COMMUNITY SERVICES

Business Manager	I
Director of Parks and Community Services	I
Parks Planning Manager	I
Parks Supervisor	II, III
Recreation and Community Programs Manager	I
Recreation and Community Programs Supervisor	I

PLANNING

Assistant Planner	III
Associate Planner	III
Planning Manager	I
Senior Planner	I

POLICE

Chief of Police	I
Police Auxiliary Services Supervisor	II, III
Police Commander	I
Police Lieutenant	II, III
Police Office Supervisor	II, III
Police Sergeant	III

PUBLIC WORKS

Administrative Analyst	I
Electrical and Facilities Operations Manager	II, III
Public Works Operations Director	I
Streets and Storm Drainage Operations Manager	II, III
Streets and Storm Drainage Operations Supervisor	II, III
Wastewater Collection System Supervisor	II, III
Wastewater Treatment Plant Manager	II, III
Water and Sewer Operations Manager	II, III
Water Meter Conservation Supervisor	II, III
Water System Supervisor	

PURCHASING

Procurement Services Manager	I

SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY AND SUCCESSOR HOUSING AGENCY

Executive Director	I
Redevelopment Agency Secretary	II, III

BOARDS AND COMMISSIONS

Civil Service Commission	I

Madera Public Financing Authority Board	I
City Council as the Successor Agency to the Former Madera Redevelopment Agency	I
City Council as the Successor Housing Agency	I

CONSULTANTS

Consultants	I

E. Disclosure Categories

I. All investments, business positions, and sources of income located in or doing business in the City of Madera, including gifts, loans and travel payments, and all interests in real property located in the City of Madera including property located within a two-mile radius of the City of Madera or any property owned or used by the City of Madera.

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category (Category I) in the Conflict of Interest Code subject to the following limitation.

The City Administrator or his/her designee may determine in writing that a particular consultant, although a "designated position" is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Administrator's or his/her designee's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

II. All investments, business positions in, and sources of income located in or doing business in the City of Madera, including gifts, loans and travel payments, of the type which provide goods, services, supplies, materials, vehicles, machinery or equipment of the type utilized by the City of Madera.

III. All investments, business positions in, and sources of income located in or doing business in the City of Madera, including gifts, loans and travel payments, which are subject to the regulatory, permit or licensing authority of, or have an application for a license or permit pending before, the City of Madera.

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Dino Lawson, Chief of Police

Arnoldo Rodriguez, City Manager

Council Meeting of: September 4, 2019

Agenda Number: C-6

SUBJECT:

Consideration of a resolution approving a contract for $4,000 per month with the CrisCom Company for grant research and writing services, as well as governmental affairs consulting services in connection with the City of Madera Police Department. This would not exceed $40,000 for the first year (10 months) and $48,000 for each additional year until end of contract.

RECOMMENDATION:

Staff recommends the City Council approve the consulting services agreement with the CrisCom Company. It is anticipated this service would benefit the Madera Police Department and the City of Madera.

SUMMARY:

The Madera Police Department would agree to pay $4,000 per month for contractual services to the CrisCom Company. The CrisCom Company would conduct research and author grants for the department, as well as work as a government affairs consulting firm. This contract would be monthly; either party may cancel at any time with a 30-day notice.

DISCUSSION:

The City of Madera has the opportunity to hire a dedicated grant researcher/governmental affairs consultant. CrisCom Company has worked with several of the local agencies of comparable size, including the Cities of Selma, Sanger, Kerman, Avenal, Lemoore, and Kings County Sheriff's Department, netting millions of dollars in grants or earmarks.

Currently, the City of Madera and the Madera Police Department rely upon the City of Madera Grants Department for all of our grant research/writing needs. The City of Madera does not presently utilize government consulting or lobbying. Due to limited state/federal funds available for law enforcement services, it is potentially very lucrative for the City of Madera to contract the services of the experts in the field to remain competitive with technology and equipment for the police department and public safety.

The CrisCom Company will organize meetings with elected officials, staff, and key stakeholders to promote and deepen fiduciary relationships for the Madera Police Department. The communication and relationships garnered from these meetings will assist in the pursuit of grants for the Madera Police Department during the contractual period.

As a government affairs consulting service, the CrisCom Company will lobby on behalf of the City at the state and federal levels of government. This will include working hand-in-hand with department and city leadership to establish legislative priorities for the 2019-2020 legislative session.

FINANCIAL IMPACT:
For both grant research/writing and government consultation, the City would agree to pay $4,000 a month. For the term of the contract, the cost would be $40,000. The term of contract shall be valid on September 4, 2019, after approval by the City Council and shall continue through June 30, 2020, unless otherwise terminated earlier by one of the parties. This Agreement may be extended by mutual written consent annually thereafter, not to exceed two (2) additional years for a total of $48,000 each year.

CrisCom will not seek reimbursement of ordinary business expenses, such as parking and delivery charges. The City shall reimburse CrisCom for extraordinary expenses related to travel for said services; however, all reimbursable expenses over $50 shall be pre-approved by the City of Madera Police Chief in writing. We believe the expenditure of these funds will result in a net positive to the City in the form of grant/earmark rewards.

The Madera Police Department has made adjustments in its contract services budget to account for these costs. This contract will not increase the amount budgeted by the Police Department in the fiscal 2019/20 budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:
Strategy 115- Economic resources provision: ensure sufficient economic resources to provide adequate City services and prepare for future growth.

Strategy 115.3- Seek and retain grants.

ALTERNATIVES:
Should Council not adopt the proposed contract agreement, the police department will continue to rely on the general fund and Measure K and the City of Madera grants department for funding.

ATTACHMENTS:
1. Resolution
2. Consulting Services Agreement/Contract

Attachment 1
Resolution

RESOLUTION NO. 19_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A CONTRACT FOR $4,000 PER MONTH FOR A CONSULTING SERVICES AGREEMENT WITH THE CRISCOM COMPANY FOR GRANT RESEARCH AND WRITING AS WELL AS GOVERNMENT AFFAIRS CONSULTING

Whereas, the City of Madera wishes to contract with the CrisCom Company for consulting services for all grant writing and research for the Madera Police Department, as well as Government Affairs Consultation.

Now, Therefore, 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 Consulting Services Agreement with the CrisCom Company attached as Exhibit A and incorporated by reference is approved.

3. The Mayor is authorized to execute the contract on behalf of the City of Madera

4. This resolution is effective immediately upon adoption.

* *

Attachment 2

Consulting Services Agreement/
Contract

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is made and entered into the 4th day of September 2019, by and between The CrisCom Company ("CrisCom") and the City of Madera ("City") collectively hereinafter referred to as the "Parties".

RECITALS

A. In compliance with its Purchasing Policy, the City solicited proposals for professional service firms to aid in securing funds such as grants for the Madera Police Department.

B. CrisCom is a professional service firm with the necessary qualifications to identify and secure funding sources for the Madera Police Department.

C. After conducting the proposal process for professional consulting services, and after its review and consideration, City desires to retain CrisCom to provide said services.

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are incorporated herein by this reference.

2. Services. The City hereby contracts with CrisCom to provide services herein set forth at the compensation and upon the terms and conditions herein expressed, and CrisCom hereby agrees to perform such services for said compensation, and upon said terms and conditions. City hereby authorizes CrisCom to commence work immediately upon approval of this agreement by the City Council at a scheduled meeting of said governing body.

3. Obligations, duties and responsibilities of CrisCom. It shall be the duty, obligation and responsibility of CrisCom, in a skilled and professional manner, to perform the services in accordance with the Scope of Work identified as follows:

3.1 The CrisCom Company will provide grant research and grant writing services to the City of Madera Police Department. Additionally, CrisCom will organize meetings with elected officials, staff and key stakeholders to promote and deepen fiduciary relationships for the Police Department. These relationships will assist in the pursuit of grants and budgetary requests for the Police Department in the upcoming year.

3.2 The CrisCom Company will provide governmental affairs consulting services to the City of Madera Police Department. This will include using their best efforts to lobby on behalf of the City at the state and federal levels of government. CrisCom will work hand-in-hand with department leadership to establish legislative priorities for the 2019-20 legislative session.

4. Compensation. City shall compensate CrisCom for professional services at the rate of $4,000 per month. CrisCom will not seek reimbursement of ordinary business expenses, such as parking and delivery charges. The City shall reimburse CrisCom for extraordinary expenses related to said services, however all reimbursable expenses over $50 shall be pre-approved by the City of Madera Police Chief in writing.

5. Billings and Payments.

5.1 CrisCom bills in advance of services rendered. Monthly invoices are prepared and provided to clients 10 days prior to the commencement of the month.

5.2 Billings are to be made directly to the following address:

City of Madera Police Department
Attn: Chief Dino Lawson
330 South C Street
Madera, CA 93638

5.3 The billing statements shall be prepared and organized in a manner that facilitates an efficient review of the services performed and expenses incurred in order to provide City with a clear and complete understanding of how time was devoted to specific tasks and the fees and costs associated therewith.

5.4 City shall make payments monthly based on said billings. City shall make its best effort to process payments promptly and not later than 30 days after receiving CrisCom's monthly billing statement.

6. Term and Termination.

6.1 This Agreement shall be effective on September 4, 2019, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect through June 30, 2020, unless otherwise terminated earlier by one of the parties pursuant to section 6.2 of this Agreement. This Agreement may be extended by mutual written consent annually thereafter, not to exceed two (2) additional years, by providing such notice to the parties as identified in section 6.3 of this Agreement.

6.2 Parties may terminate this Agreement at any time with or without cause by providing 30 day written notice as indicated below. In the event of such termination, the City shall compensate CrisCom for services rendered and pre-approved expenses necessarily incurred up to and including the date of termination. Parties shall terminate services and/or the Agreement by delivering a written notice of such termination and the effective date of the termination. Notice of termination shall be mailed and emailed to the Parties as identified in section 6.3 of this Agreement.

6.3 The following parties are authorized to provide and/or respond to written notices made pursuant to either section 6.1 or 6.2 of this Agreement:

City of Madera
Dino Lawson, Police Chief
330 South C Street
Madera, CA 93638
dlawson@madera.gov

The CrisCom Company
Charles H. Jelloian, President & CEO
9550 Topanga Canyon Boulevard
Chatsworth, CA 91311
chuck@thecriscomcompany.com

7. Insurance and Indemnification.

7.1 During the term of this Agreement, CrisCom shall maintain, keep in force, and pay all premiums required to maintain and keep in force the policies and limits of such policies as required in Exhibit A of this Agreement.

7.2 To the furthest extent allowed by law, CrisCom shall indemnify, hold harmless, and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage), and from any and all claims, demands, and actions in law or equity (including reasonable attorney's fees and litigation expense) that arise out of, pertain to, or related to the negligence, recklessness, or willful misconduct of CrisCom, its principals, officers, employees, agents, or volunteers in the performance of this Agreement. The obligations under this paragraph are in addition to, and are not limited by any insurance which CrisCom is otherwise required to maintain under this Agreement.

8. Independent Contractor. In performance of the work, duties and obligations assumed by CrisCom under this Agreement, it is mutually understood and agreed that CrisCom, including any and all of CrisCom'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 servant, employee, agent, partner, or associate of City. Because of its status as an independent contractor, CrisCom and its employees shall have absolutely no right to employment rights and benefits available to City employees. CrisCom shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CrisCom shall be solely responsible and hold City harmless from all matters related to payment of CrisCom's employees, including compliance with social security, withholding, and all other regulations governing such matters.

9. Compliance with Law. CrisCom shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included are incorporated by reference.

10. Miscellaneous.

10.1 Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.

10.2 Governing Law. The parties agree that this Agreement shall be governed and constructed by and in accordance with the Laws of the State of California.

10.3 Required License and Professional Credentials. CrisCom and personnel providing professional services shall maintain all licenses and professional credentials necessary for the provision of such services. CrisCom shall promptly notify City of changes of status or events that might impact the provision of said services to City.

10.4 Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

10.5 Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

10.6 Incorporation of Documents. All documents constituting the Agreement documents and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

10.7 Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties. There are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

10.8 Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

10.9 Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

10.10 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

10.11 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

10.12 Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Madera or in the United States City Court for the Eastern City of California.

10.13 Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable

costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

11. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of The CrisCom Company and the City.

THE CRISCOM COMPANY	**CITY OF MADERA**
_____	_____
Charles H. Jelloian, President & CEO	Andrew J. Medellin, Mayor
Date: _____, 2019	Date: _____, 2019
ATTEST	**APPROVED AS TO FORM**
_____	_____
Alicia Gonzales, City Clerk	Hilda Cantú Montoy, City Attorney

EXHIBIT A

INSURANCE REQUIREMENTS

Insurance Requirements.

Without limiting CrisCom's indemnification of City, and prior to commencement of Work, CrisCom shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Sub-consultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance:

CrisCom shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products, and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage should be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of CrisCom arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- **Workers' Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. CrisCom shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

- **$1,000,000 Professional Liability (Errors & Omissions)** per claim in the aggregate. CrisCom shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and CrisCom agrees to maintain continuous coverage through a period of no less than three years after completion of services required by this Agreement.

Maintenance of Coverage.

CrisCom 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 CrisCom, its agents, representatives, employees, subcontractors, or sub-consultants as specified in this Agreement.

Proof of Insurance.

CrisCom shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers.

All insurance policies shall be issued by an insurance company currently authorized by the insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation.

All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed too waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow CrisCom, or others providing insurance evidence in compliance with these specifications, to waive their right to recovery prior to a loss. CrisCom hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its sub-consultants or subcontractors.

Enforcement of Contract Provisions (non estoppel).

CrisCom acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform CrisCom of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting.

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If CrisCom maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by CrisCom.

Notice of Cancellation.

CrisCom agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions.

Any self-insured retentions must be declared to and approved by City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered co comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims.

CrisCom shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from CrisCom's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance.

CrisCom shall also procure and maintain, at its own cost an expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.