Regular Meeting of the Madera City Council and Regular Meeting of Madera Public Financing Authority Board

205 W. 4th Street, Madera, California 93637

JOINT MEETING NOTICE AND AGENDA

Wednesday, September 18, 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:

1. Mid Valley Disposal First and Second Quarter Updates (Report by Irma Capistran, Recycling Coordinator)

2. Recognition of the Students Working Against Tobacco (SWAT) Youth Coalition (Mayor Medellin)

3. Proclamation Recognizing Old Timer's Week

INTRODUCTIONS:

A. WORKSHOP

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 – 4/18/18, 4/30/18, 5/2/18, 7/17/19, 8/21/19

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

B-3 Water Conservation Report for July 22nd through August 18th (Report by John Scarborough)

B-4 Informational Report on Contract City Attorney Service Expenditures (Report by Wendy Silva)

B-5 Consideration of a Resolution Approving Purchase Agreement with Sunnova Energy Corporation for Acquisition of the Solar Panel System in the amount of $31,712 Required to Complete Right-of-Way Acquisition for the Widening and Reconstruction of Olive Avenue and Authorizing the City Manager to Execute the Purchase Agreement (Report by Keith Helmuth)

B-6 Consideration of a Resolution Approving 2019/2020 Community Development Block Grant (CDBG) Agreements for Services with the Madera Coalition for Community Justice (MCCJ) in the amount of $25,000 and with City of Madera Parks and Community Services in the amount of $39,238 (Report by Ivette Iraheta)

B-7 Consideration of a Resolution Approving a Cooperative Agreement with the County of Madera and the City of Chowchilla to Facilitate Intergovernmental Cooperation to Benefit the Greater Madera County Area and Authorizing the City Manager to Execute the Agreement (Report by Arnoldo Rodriguez)

B-8 Consideration of a Resolution of the City of Madera and the Madera Public Financing Authority Authorizing the City Manager or Director of Financial Services to Engage Brandis Tallman as a Placement Agent and Jones Hall as Bond Counsel for Professional Services Required to Complete the Financing of Energy Improvements (Report by Arnoldo Rodriguez)

B-9 Consideration of a Minute Order Authorizing the Police Department's Application for and Acceptance of a Local Community Grant Provided by the Walmart Foundation through the Local Walmart Store in the Amount of $2,500 for Community Outreach Projects (Report by Dino Lawson)

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

C-1 Consideration of a Resolution Adopting a Code of Conduct for the Madera City Council, Boards and Commission Members (Report by Arnoldo Rodriguez)

C-2 Consideration of a Resolution Approving 2018/2019 Community Development Block Grant Consolidated Annual Performance and Evaluation Report and Financial Summary (Report by Ivette Iraheta)

C-3 Consideration of a Resolution Authorizing Submittal of a Grant Application to the California Department of Housing and Community Development for Receipt of Senate Bill 2 (SB2) Planning Grants Program Funds in the amount of $310,000 (Report by Ivette Iraheta)

C-4 Consideration of a Resolution Approving the Award for 2018-19 City St. 3R and ADA Project, State Project No. LPPSB1L-5157(116), City Project No. R-70, in the amount of $476,200 to Avison Construction Inc., and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

C-5 Consideration of a Resolution Approving the Award for SB-1 (RMRA) 2018-19 Seals and Overlays, City Project NO. R-76, in the amount of $1,201,493.40 to Emmett's Excavation, Inc., and Authorizing the Mayor to Execute the Agreement; and

Consideration of a Resolution Approving Funding Amendment Appropriating $263,000 to the City of Madera Fiscal Year (FY) 2019/20 Capital Projects Budget for the Construction of SB-1 (RMRA) 2018-19 Seals and Overlays, City Project No. R-76 (Report by Keith Helmuth)

C-6 Consideration of a Resolution Approving the First Amendment to the Agreement with Sensus USA Inc. for Advanced Metering Infrastructure Services and Authorizing the Mayor to Sign the Amendment on Behalf of the City; and

Consideration of a Resolution Amending the City of Madera FY 2019/20 Budget in the Amount of $10,300.00 for Advanced Metering Infrastructure Services (Report by John Scarborough)

C-7 Consideration of a Resolution Approving the Award of Contract for Alley Paving Various Locations, City Project No. Aly-02, Federal Project No CML-5157(109), in the Amount of $655,291.38 for Base Bid plus Add Alternate No. 4 to Asphalt Design by Juan Gomez and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

D. WRITTEN COMMUNICATIONS

D-1 Consideration of a Resolution Approving Written Request by the Madera South High School, seeking City Council approval to cover the cost of Police and Public Works efforts in the amount of $3,234 in association with the Homecoming parade on September 27, 2019 (Report by Dino Lawson)

D-2 Consideration of a Resolution Approving Written Request by the Madera High School, seeking City Council approval to cover the cost of Police and Public Works efforts in the amount of $3,234 in association with the Homecoming Parade on October 4, 2019 (Report by Dino Lawson)

D-3 Discussion and Direction on the Madera Downtown Association's request for $15,000 to be applied towards the Crow Abatement Program (Report by Madera Downtown Association)

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.

G. CLOSED SESSION

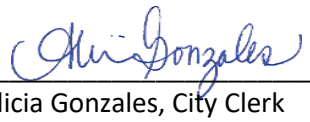
There are no reports for this section.

- 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 18, 2019, near the front entrances of City Hall and on the City's website www.madera.gov at 11:00 p.m. on September 12, 2019.



Alicia Gonzales, City Clerk

RETURN TO AGENDA

Item:	B-1
Minutes for:	04/18/18
Adopted:	09/18/19

MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL

April 18, 2018 **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 Jose Rodriguez, District 2
Council Member Cece Foley Gallegos, District 1
Council Member Derek O. Robinson Sr., District 4
Council Member Charles F. Rigby, District 5
Council Member Donald E. Holley, District 6

Absent: **Council Member William Oliver, District 3**

Others present were City Administrator Steve Frazier, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director John Scarborough, Chief of Police Dino Lawson, Director of Human Resources Wendy Silva, Director of Parks and Community Services Mary Anne Seay, Grant Administrator Ivette Iraheta, Chief Building Official Steve Woodworth, and Planning Manager Chris Boyle.

INVOCATION: Pastor Tim Echevarria, New Harvest Christian Fellowship

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

PUBLIC COMMENT:

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

Khalid Chaudry discussed crime rates and concerns with water rates/salary study. He would like for council members to meet with him.

PRESENTATIONS

1. Presentation of National Night Out Award

Neighborhood Outreach Assistant Christina Herrera presented report.

2. Madera High School Vision Leadership Academy Program Overview and Graduate Recognition (Tim Riche)

Tim Riche with Madera High School presented report.

A. WORKSHOP

A-1 Update on Proposed Arts Center (Rochelle Noblett)

Julie O'Kane with Madera County Arts Council presented report

B. CONSENT CALENDAR

Items on the consent calendar are adopted with a single motion and vote of the council. Items pulled from the consent calendar for further discussion are adopted under separate action.

Council Member Foley Gallegos pulled Item B-8 and B-10 for further discussion.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, THE CONSENT CALENDAR, WITH THE EXCEPTION OF ITEMS B-8 AND B-10, WAS ADOPTED BY A VOTE OF 6-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, FOLEY GALLEGOS, ROBINSON, RIGBY, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER OLIVER. ABSTAIN: NONE.

B-1 Minutes – There are no minutes for consideration.

B-2 Warrant Disbursement Report 3/27/18 – 4/09/18 (Report by Tim Przybyla)

B-3 Water Conservation Report for 2/26/18 – 3/25/18 (Report by John Scarborough)

B-4 Consideration of a Minute Order Rejecting a Claim Filed by Eva Castro (Report by Wendy Silva)

B-5 Consideration of a Resolution Adopting the City of Madera Project List for Fiscal Year 2018-19 Funded by SB-1 Road Maintenance and Rehabilitation Account-Local Streets and Roads Funding Program (Report by Keith Helmuth)

RES. NO. 18-52 RESOLUTION ADOPTING THE CITY OF MADERA PROJECT LIST FOR FISCAL YEAR 2018/19 FUNDED BY THE SB-1 ROAD MAINTENANCE AND REHABILITATION ACCOUNT - LOCAL STREETS AND ROADS FUNDING PROGRAM

B-6 Consideration of a Resolution Accepting Easement Deed Offered by Jerry and Karen Jones, in Conjunction with the Matilda Torres High School Project, and Authorizing the City Clerk to Execute and Cause to be Recorded, a Certificate of Acceptance (Report by Keith Helmuth)

RES. NO. 18-53 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING EASEMENT DEED, OFFERED BY JERRY AND KAREN JONES, AND AUTHORIZING THE CITY CLERK TO EXECUTE AND CAUSE TO BE RECORDED, A CERTIFICATE OF ACCEPTANCE

B-7 Consideration of a Minute Order Authorizing the Mayor to Execute the Final Proof of Loss for Replacement of Police Unit 6007, a 2016 Ford Interceptor SUV (Report by Wendy Silva)

B-8 Consideration of a Resolution of the City Council of the City of Madera to Approve a License from the U.S. Bureau of Reclamation, Contract No. 17-LC-20-2111 for Use of Bureau Right-Of-Way for the Construction, Operation, and Maintenance of the Sewer Pipeline Crossing at Ellis Street and Lateral 24.2, and Authorizing the Mayor to Execute the License on Behalf of the City (Report by Keith Helmuth)

After discussion Council moved to approve item B-8.

ON MOTION BY COUNCIL MEMBER FOLEY GALLEGOS, AND SECONDED BY COUNCIL MEMBER RIGBY, ITEM B-8, RES. NO. 18-54 WAS ADOPTED BY A VOTE OF 6-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, FOLEY GALLEGOS, ROBINSON, RIGBY, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER OLIVER. ABSTAIN: NONE.

RES. NO. 18-54 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA TO APPROVE A LICENSE FROM THE U.S. BUREAU OF RECLAMATION, CONTRACT NO. 17-LC-20-2111 FOR USE OF BUREAU RIGHT-OF-WAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE SEWER PIPELINE CROSSING AT ELLIS STREET AND LATERAL 24.2, AND AUTHORIZING THE MAYOR TO EXECUTE THE LICENSE ON BEHALF OF THE CITY

B-9 Consideration of a Resolution Approving a Special Activity Permit Certificate for the Use of Designated Areas of the Madera Municipal Airport for the 2018-2019 Porsche Club of America Autocross Events and Authorizing the Mayor to Execute the Permit on Behalf of the City (Report by John Scarborough)

RES. NO. 18-55 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A SPECIAL ACTIVITY PERMIT CERTIFICATE FOR THE USE OF DESIGNATED AREAS OF THE MADERA MUNICIPAL AIRPORT FOR THE 2018-2019 PORSCHE CLUB OF AMERICA AUTOCROSS EVENTS AND AUTHORIZING THE MAYOR TO EXECUTE THE PERMIT ON BEHALF OF THE CITY

B-10 Consideration of a Resolution Rescinding Resolution No. 18-38 and Approving a Revised Agreement with Raftelis Financial Consultants, Inc. for consulting Services Related to Updates to the City of Madera Water Enterprise Revenue Requirements and Financial Plan and Authorizing the Mayor to Sign the Contract on Behalf of the City (Report by Tim Przybyla)

After discussion Council moved to approve item B-10.

ON MOTION BY COUNCIL MEMBER FOLLEY GALLEGOS AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, ITEM B-10, RES. NO 18-56 WAS ADOPTED BY A VOTE OF 6-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, FOLEY GALLEGOS, ROBINSON, RIGBY, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER OLIVER. ABSTAIN: NONE.

RES. NO. 18-56 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA RESCINDING RESOLUTION NO. 18-38 AND APPROVING AN AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS INC. TO PERFORM A RATE STUDY UPDATE OF WATER FEES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

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

C-1 Consideration of a Resolution Approving a Joint Powers Agreement with the County of Madera and Madera Unified School District to Form the Madera County Arts Authority and Authorizing the Mayor to Execute the Agreement; and

Request for Appointment of a Board Representative, and a First and Second Alternate to the Madera County Arts Authority (Report by Steve Frazier)

The report was presented by City Administrator Steve Frazier.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-1, RES. NO. 18-57 WAS ADOPTED BY A VOTE OF 6-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, FOLEY GALLEGOS, ROBINSON, RIGBY, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER OLIVER. ABSTAIN: NONE.

RES. NO. 18-57 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A JOINT POWERS AGREEMENT WITH THE COUNTY OF MADERA AND MADERA UNIFIED SCHOOL DISTRICT TO FORM THE MADERA COUNTY ARTS AUTHORITY AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

Mayor Medellin appointed Council Member Rigby as primary board representative, Council Member Foley Gallegos as first alternate, and Council Member Rodriguez as second alternate.

ON MOTION BY MAYOR MEDELLIN, AND SECONDED BY COUNCIL MEMBER HOLLEY, APPOINTMENT OF BOARD REPRESENTATIVES WAS ADOPTED BY A VOTE OF 6-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, FOLEY GALLEGOS, ROBINSON, RIGBY, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER OLIVER. ABSTAIN: NONE.

C-2 Second Reading and Consideration of Adoption of an Ordinance Rezoning Approximately 6,000 Square Feet of Land Located 100 Feet North of the Northwest Corner of East Yosemite Avenue and High Street from the R3 (High Density Residential) Zone District to the C1 (Light Commercial) Zone District (Report by Chris Boyle)

The report was presented by Planning Manager Christopher Boyle.

The ordinance was read by title by the City Clerk Sonia Alvarez.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER HOLLEY, FURTHER READING WAS WAIVED ITEM C-2, ORD. 952 C.S. WAS ADOPTED BY A VOTE OF 6-0 AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, FOLEY GALLEGOS, ROBINSON, RIGBY, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER OLIVER. ABSTAIN: NONE.

ORD 952 C.S. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 0.14 ACRES OF PROPERTY LOCATED ON THE WEST SIDE OF HIGH STREET (APN: 007-123-003), APPROXTMATELY 125 FEET NORTH OF THE INTERSECTION OF EAST YOSEMITE AVENUE AND HIGH STREET, FROM THE R3 (HIGH DENSITY RESTDENTIAL) ZONE DISTRICT TO THE C1 (LIGHT COMMERCIAL) ZONE DISTRICT**

C-3 Consideration of a Resolution Awarding the Contract for the Madera Wastewater Treatment Plant Rehabilitation Project, City Project No. WWTP 18-02, to Cushman Contracting Corporation in the Amount of $3,312,000, for the Base Bid Less Deductive Item C, Authorizing Construction Contract Contingencies in the Amount of $300,000, Construction Inspection and Management Up to $100,000 and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Keith Helmuth)

The report was presented by City Engineer Keith Helmuth.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-3, RES. NO. 18-58 WAS ADOPTED BY A VOTE OF 6-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, FOLEY GALLEGOS, ROBINSON, RIGBY, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER OLIVER. ABSTAIN: NONE.

RES. NO. 18-58 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AWARDING A CONTRACT FOR THE MADERA WASTEWATER TREATMENT PLANT REHABILITATION PROJECT, CITY PROJECT NO. WWTP 18-02, TO CUSHMAN CONTRACTING CORPORATION IN THE AMOUNT OF $3,312,000 FOR THE BASE BID LESS DEDUCTIVE ITEM C, AUTHORIZING CONSTRUCTION CONTRACT CONTINGENCIES IN THE AMOUNT OF $300,000, CONSTRUCTION INSPECTION AND MANAGEMENT UP TO $100,000 AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY**

D. **WRITTEN COMMUNICATIONS:** None.

E. **ADMINISTRATIVE REPORTS**

E-1 Presentation of the Preliminary City of Madera Enterprise Fund Budgets for Fiscal Year 2018/2019; and

Request for Direction from the Council for a Budget Workshop Date (Report by Tim Przybyla)

The report was presented by Director of Finance Tim Przybyla.

Council provided direction to by Director of Financial Services to present a budget workshop on Tuesday, June 5, 2018.

F. COUNCIL REPORTS

Council Member Robinson reported that he attended a League of Cities housing and community development meeting on April 13, 2018.

Council Member Foley Gallegos thanked Wastewater Treatment staff.

Council Member Foley Gallegos asked if we have an estimated date for the Koff & Associates preliminary report. Human Resources Director responded that we should have more information tomorrow.

Council Member Rigby reported that it was a great opportunity to spend time with the students and stated that Madera High School Vision Leadership Academy is a great program.

Council Member Rigby also reported that he will be going to Washington DC on behalf of the Housing Authority.

Council Member Holley reported he met with First 5 and presented a proclamation on the Mayor's behalf.

Council Member Rodriguez requested clarification from Council Member Robinson on his comments regarding the League of Cities meeting.

Council Member Rodriguez mentioned that he would like to see a report on the groundbreaking on travel center or casino.

Mayor Pro Tem Rodriguez also stated that there is a cannabis economy out there, we should be prepared.

Mayor Medellin thanked fellow councilmembers on their participation at the Walk a Mile in Her Shoes event.

Mayor Medellin mentioned that this weekend is the Love Madera event.

Mayor Medellin also reported that the widening of Highway 99 project is moving forward.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 8:06 p.m. to discuss the items as listed on the agenda.

G-2 Conference with Labor Negotiators pursuant to Government Code §54957.6
Agency Designated Representatives: Steve Frazier & Wendy Silva
Employee Organizations: General Bargaining Unit
Madera Police Officers' Association
Mid-Management Employee Group

Law Enforcement Mid-Management Group

G-3 Closed Session Report – City Attorney

The Council returned from closed session at 8:44 p.m. with all members present

There was no reportable action for items G-2.

ADJOURNMENT - The meeting was adjourned at 8:45 p.m. Next regular meeting May 2, 2018.

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:	04/30/18
Adopted:	09/18/19

MINUTES OF A SPECIAL MEETING OF THE MADERA CITY COUNCIL

April 30, 2018 **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 Jose Rodriguez, District 2 – Arrived after roll call at 6:12 pm.
Council Member William Oliver, District 3
Council Member Derek O. Robinson Sr., District 4
Council Member Charles F. Rigby, District 5
Council Member Donald E. Holley, District 6

Absent: **Council Member Cece Foley Gallegos, District 1**

Others present were City Administrator Steve Frazier, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, Director of Human Resources Wendy Silva, Grant Administrator Ivette Iraheta, and Grants Program Manager Debra McKenzie

PUBLIC COMMENT:

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

No comments were offered.

INVOCATION: Council Member Holley

PLEDGE OF ALLEGIANCE: Mayor Medellin

1. Workshop with Bob Murray & Associates to Define Recruitment Process Elements for City Administrator Recruitment and Discussion of Candidate Profile and Recruitment Timeline with the City Council (Gary Phillips)

Consultant Gary Phillips with Bob Murray & Associates presented report.

2. Council Reports

No reports were given.

ADJOURNMENT - The meeting was adjourned at 8:22 p.m. Next regular meeting May 2, 2018.

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:	05/02/18
Adopted:	09/18/19

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

May 2, 2018 **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**
Council Member Cece Foley Gallegos, District 1
Council Member William Oliver, District 3
Council Member Derek O. Robinson Sr., District 4
Council Member Charles F. Rigby, District 5
Council Member Donald E. Holley, District 6

Absent: **Mayor Pro Tem Jose Rodriguez, District 2**

Others present were City Administrator Steve Frazier, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director John Scarborough, Chief of Police Dino Lawson, Division Fire Chief Matt Watson, Director of Human Resources Wendy Silva, Director of Parks and Community Services Mary Anne Seay, Grant Administrator Ivette Iraheta, Police Lieutenant Dan Foss, Planning Manager Chris Boyle, and Information Services Manager Mark Souders.

INVOCATION: Pastor Eddie Gallegos, Good News Fellowship

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

PUBLIC COMMENT:

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

Khalid Chaudry discussed concerns with water study, deficit on golf course, the hiring of City Manager position, and Neighborhood Watch Program.

Vickie Sloan discussed her concerns with outdated development impact fees.

Eddie Block thanked April Molina and Love Madera for the cleanup conducted over the weekend. Mr. Block also recommended that Dino Lawson be hired as the permanent Chief of Police.

Eddie Block also discussed concerns with Code Enforcement addressing mobile food vendors and the recall efforts for the Mayor.

Dennis Hayworth, Mayor of Chowchilla stated he appreciates the support the City of Madera gives the City of Chowchilla and for being good neighbors.

No other comments were offered.

PRESENTATIONS

1. Proclamation Recognizing Week of Maternal Mental Health

Mayor Medellin presented a proclamation to Steven Ramirez with California Collaborative Health.

2. Presentation by Madera County Mosquito & Vector Control District (Trinidad Reyes)

Assistant Biologist Trinidad Reyes with Madera County Mosquito and Vector Control District presented report.

INTRODUCTIONS None.

A. WORKSHOP None.

B. CONSENT CALENDAR

Items on the consent calendar are adopted with a single motion and vote of the council. Items pulled from the consent calendar for further discussion are adopted under separate action.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE CONSENT CALENDAR WAS ADOPTED BY A VOTE OF 6-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS, FOLEY GALLEGOS, OLIVER, ROBINSON, RIGBY, AND HOLLEY. NOES: NONE. ABSENT: MAYOR PRO-TEM RODRIGUEZ. ABSTAIN: NONE.

B-1 Minutes – 6/19/17

B-2 Warrant Disbursement Report 4/10/18 – 4/23/18 (Report by Tim Przybyla)

B-3 Water Conservation Report for 3/26/18 – 4/22/18 (Report by John Scarborough)

B-4 Consideration of a Resolution Authorizing Amendments to the FY 2017-2018 Budget Appropriating $35,135.09 from the Funds Designated for Golf Course Emergency Repair Account to Capital Outlay Equipment Replacement in the Golf Course Fund for Repairs to the Golf Course Water Well (Report by Mary Anne Seay)

RES. NO. 18-59 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING AMENDMENTS TO THE FY 2017-2018 BUDGET APPROPRIATING $35,135.09 FROM THE FUNDS DESIGNATED FOR GOLF COURSE EMERGENCY REPAIR ACCOUNT TO CAPITAL OUTLAY EQUIPMENT REPLACEMENT IN THE GOLF COURSE FUND FOR REPAIRS TO THE GOLF COURSE WATER WELL**

B-5 Consideration of a Resolution Approving a Facility Use Agreement with Fresno County Office of Education (FCOE) for Use of Scout Island Outdoor Education Center and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mary Anne Seay)

RES. NO. 18-60 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A FACILITY USE AGREEMENT WITH FRESNO COUNTY OFFICE OF EDUCATION (FCOE) FOR USE OF SCOUT ISLAND OUTDOOR EDUCATION CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

B-6 Consideration of a Minute Order Approving Settlement of a Claim with Progressive Casualty Insurance Company for Property Damage (Report by Wendy Silva)

B-7 Consideration of a Resolution Approving the Madera Subbasin Groundwater Sustainability Agencies Madera Subbasin Coordination Committee Charter (GSA - Report by David Merchen)

GSA RES. NO. 18-01 **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE CITY OF MADERA GROUNDWATER SUSTAINABILITY AGENCY APPROVING THE MADERA SUBBASIN GROUNDWATER SUSTAINABILITY AGENCIES MADERA SUBBASIN COORDINATION COMMITTEE CHARTER**

B-8 Consideration of a Minute Order Rejecting all Bids for Project No. R-74: Reclamite Application on Various City Streets (Report by Frank Holguin)

B-9 Informational Report on Personnel Activity (Report by Wendy Silva)

B-10 Consideration of a Resolution Setting the Rate of Compensation for the Legal Assistant Classification (Report by Wendy Silva)

RES. NO. 18-61 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA SETTING THE RATE OF COMPENSATION FOR THE LEGAL ASSISTANT CLASSIFICATION**

C. <u>HEARINGS, PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS</u>

C-1 Consideration of a Resolution Approving a Rental Agreement with the 21-A District Agricultural Association for the Collaborative Use of the Madera Fairgrounds and Associated Facilities for

Three One-Week Summer Day Camp Programs and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mary Anne Seay)

Director of Parks and Community Services Mary Anne Seay presented report.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-1, RES. NO. 18-62 WAS ADOPTED BY A VOTE OF 6-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS, FOLEY GALLEGOS, OLIVER, ROBINSON, RIGBY, AND HOLLEY. NOES: NONE. ABSENT: MAYOR PRO-TEM RODRIGUEZ. ABSTAIN: NONE.

RES. NO. 18-62 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A RENTAL AGREEMENT WITH THE 21-A DISTRICT AGRICULTURAL ASSOCIATION FOR THE COLLABORATIVE USE OF THE MADERA FAIRGROUNDS AND ASSOCIATED FACILITIES FOR THREE ONE-WEEK SUMMER DAY CAMP PROGRAMS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

C-2 Consideration of a Resolution Supporting the Reducing Crime and Keeping California Safe Act of 2018 (Report by Dino Lawson)

Chief of Police Dino Lawson presented report.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-2, RES. NO. 18-63 WAS ADOPTED BY A VOTE OF 6-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS, FOLEY GALLEGOS, OLIVER, ROBINSON, RIGBY, AND HOLLEY. NOES: NONE. ABSENT: MAYOR PRO-TEM RODRIGUEZ. ABSTAIN: NONE.

RES. NO. 18-63 **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, SUPPORTING THE REDUCING CRIME AND KEEPING CALIFORNIA SAFE ACT OF 2018**

D. WRITTEN COMMUNICATIONS: None.

E. ADMINISTRATIVE REPORTS

E-1 Presentation and Acceptance of the Audited Financial Statements and Single Audit Report (Federal Grants) for the Fiscal Year Ended June 30, 2017 (Report by Tim Przybyla)

City Clerk Sonia Alvarez made a late distribution announcement regarding item.

Director of Finance Tim Przybyla and Fausto Hinojosa with Price Paige & Company presented report.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER RIGBY, ITEM E-1, ACCEPTING OF THE AUDITED FINANCIAL STATEMENTS WAS ADOPTED BY A VOTE OF 6-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS, FOLEY GALLEGOS, OLIVER, ROBINSON, RIGBY, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER RODRIGUEZ. ABSTAIN: NONE.

E-2 Discussion and Direction to Staff Regarding Consolidating and Outsourcing Solid Waste Activities under the Existing Mid Valley Disposal Contract (Report by John Scarborough)

Public Works Operations Director John Scarborough presented report.

ON MOTION BY COUNCIL MEMBER FOLEY GALLEGOS, AND SECONDED BY COUNCIL MEMBER RIGBY, ITEM E-2, SUPPORTING THE PROPOSAL FROM MID VALLEY DISPOSAL AND CONSOLIDATING SOLID WASTE ACTIVITIES WITH EXISTING MID VALLEY DISPOSAL CONTRACT WAS APPROVED BY A VOTE OF 6-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS, FOLEY GALLEGOS, OLIVER, ROBINSON, RIGBY, AND HOLLEY. NOES: NONE. ABSENT: MAYOR PRO-TEM RODRIGUEZ. ABSTAIN: NONE.

F. COUNCIL REPORTS

F-1 Request for Letter in Support of AB 3218 Millerton Lake State Recreation Area: Expansion. Acquisition of Land. (Report by Council Member Oliver)

Council Member Oliver presented report.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER FOLEY GALLEGOS, ITEM F-1, LETTER IN SUPPORT OF AB 3218 WAS ADOPTED BY A VOTE OF 6-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS, FOLEY GALLEGOS, OLIVER, ROBINSON, RIGBY, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER RODRIGUEZ. ABSTAIN: NONE.

Council Member Oliver reported that he will be participating the Relay for Life event and working with the be The Match Registry.

Council Member Robinson reported that he attended the Madera Subbasin Meeting on April 23, 2018.

Council Member Foley Gallegos stated that she would like to see information in the Utility Billing newsletter about how much it costs for a load of trash for curbside cleanup.

Council Member Foley Gallegos also worked with the Parks Department planting trees at Town & Country Park.

Council Member Foley Gallegos also mentioned that she would like MCTC (Madera County Transportation Commission) to provide information or workshop on the gas tax and the Amtrak station move. Council Member Oliver responded that Dan Leavitt with the San Joaquin Regional Rail Commission has engaged the MCTC Board about their intent and interest to include that relocation as part of their statewide grant.

Council Member Rigby encouraged the public to visit the survey on City's website requesting input on the City Manager position.

Council Member Holley reported he appreciates the hard work that Mid Valley Disposal does.

Mayor Medellin thanked Eric Brooks and City staff for addressing a leak in his neighborhood over the weekend.

Mayor Medellin reported that he attended the groundbreaking for Matilda Torres High School.

Mayor Medellin also thanked April Molina for the Love Madera campaign.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 8:34 p.m. to discuss the items as listed on the agenda.

G-2 Conference with Labor Negotiators Pursuant to Government Code §54957.6
Agency Designated Representatives: Steve Frazier & Wendy Silva
Employee Organizations: General Bargaining Unit
Madera Police Officers' Association
Mid-Management Employee Group
Law Enforcement Mid-Management Group
Management Employees

G-3 Conference with Real Property Negotiators - Pursuant to Government Code Section 54956.8
Property: 1 Parcel
905 S. Gateway Dr. APN: 011-182-002
Agency Negotiators: David Merchen, Les Jorgensen
Negotiating Parties: Stephen J. Allen
Under Negotiations: Price and Terms

G-4 Closed Session Report – City Attorney

The Council returned from closed session at 11:26 p.m. with all members present.

There was no reportable action taken for items G-2 and G-3.

ADJOURNMENT - The meeting was adjourned at 11:27 p.m. Next regular meeting May 16, 2018.

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:	07/17/19
Adopted:	09/18/19

MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL AND SPECIAL MEETING OF THE CITY COUNCIL AS THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY

July 17, 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 Gallegos, District 1
Council Member Derek O. Robinson Sr., District 4
Council Member Santos Garcia, District 5. Arrived after roll call at 6:12 p.m.
Council Member Donald E. Holley, District 6

Absent: **Council Member Jose Rodriguez, District 2**

Others present were City Manager Arnoldo Rodriguez, Interim City Attorney Hilda Montoy Cantu, Deputy City Clerk Zelda Leon, Chief of Police Dino Lawson, Assistant Fire Chief Matt Watson, Interim Finance Director Susan O'Haro, Director of Human Resources Wendy Silva, City Engineer Keith Helmuth, Chief Building Official Steve Woodworth, Information Services Manager Mark Souders, Successor Agency Executive Director Bob Wilson, Grant Administrator Ivette Iraheta, Commander Gino Chiaramonte, Grants Program Manager Jorge Rojas, Grants Program Manager Debra McKenzie, Assistant Engineer Victor Aldama, Engineering Project Manager Frank Holguin, and Deputy City Engineer Jose Aguilar.

INVOCATION: Pastor Marc Unger, First Baptist Church

PLEDGE OF ALLEGIANCE: Mayor Medellin

APPROVAL OF AGENDA

ON MOTION BY COUNCIL MEMBER HOLLEY AND SECONDED BY COUNCIL MEMBER ROBINSON, THE AGENDA WAS APPROVED BY A VOTE OF 6-0-1. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER RODRIGUEZ. 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.

Kay Rhoads read letter she received from citizen requesting assistance in lowering utility rates. She handed letter to Deputy City Clerk Zelda Leon.

John Dalrymple spoke on behalf of Mid Management and General Bargaining Unit and discussed employee concerns with contract negotiations.

Khalid Chaudry commented on the Grand Jury report and stated that City workers need pay raise.

Ron Montoya commented on quote given by Mayor about previous City Administrator David Tooley. He urged that City Council do their job.

Eddie Block expressed concerns with illegal fireworks. Also stated that the union workers complain for two minutes then leave, we need to come together as Maderans.

No other comments given.

PRESENTATIONS: None.

INTRODUCTIONS: None.

A. WORKSHOP

A-1 LAFCO: The Local Agency Formation Commission

Acting Planning Manager Chris Boyle provided presentation to the council.

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.

Item B-9 was pulled by Council Member Gallegos for discussion.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER MONTES, THE CONSENT CALENDAR WITH THE EXCEPTION OF ITEM B-9, WAS ADOPTED BY A VOTE OF 6-0-1. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER RODRIGUEZ. ABSTAIN: NONE.

B-1 Minutes – 06/19/2019 and 06/22/2019

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

B-3 Consideration of a Resolution Establishing Appropriations Limit for Fiscal Year 2019/2020 (Report by Susan O'Haro)

RES. NO. 19-109 **A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA ADOPTING THE APPROPRIATIONS LIMIT FOR THE 2019/2020 FISCAL YEAR**

B-4 Consideration of a Resolution Approving Program Supplement Agreement (PSA) Nos. F060, F061, and F062, to Master Agreement No. 06-515F15, for Federal-Aid Projects and Authorizing the City Engineer to Execute the Program Supplement Agreements and All Future Program Supplement Agreements on Behalf of the City (Report by Keith Helmuth)

RES. NO. 19-110 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING PROGRAM SUPPLEMENT AGREEMENT (PSA) NOS. F060, F061, AND F062, TO MASTER AGREEMENT NO. 06-5157F15, FOR FEDERAL-AID PROJECTS AND AUTHORIZING THE CITY ENGINEER TO EXECUTE THE PROGRAM SUPPLEMENT AGREEMENTS AND ALL FUTURE PROGRAM SUPPLEMENT AGREEMENTS REGARDING MASTER AGREEMENT ON BEHALF OF THE CITY**

B-5 Consideration of a Resolution Approving a Request of Assignment and Assumption of Contracts from GHD Inc. (Report by Keith Helmuth)

RES. NO. 19-111 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A REQUEST OF ASSIGNMENT AND ASSUMPTION OF CONTRACTS FROM GHD INC (GHD)**

B-6 Consideration of a Resolution Approving Six Agreements for Purchase and Sale of Real Property with the Property Owners, Authorizing the Mayor to Execute the Agreements, Accepting Six Easement Deeds and Authorizing the City Clerk to Execute the Certificate of Acceptance and to Record the Easement Deeds for the Sidewalk Improvements Lincoln Avenue - Austin Avenue - South Street CDBG Project No. B18MC060053, City Project No. R-73 (APN No. 004-041-020, 004-041-021,004-042-006, 004-042-016, 004-043-007, and 004-043-017) (Report by Keith Helmuth)

RES. NO. 19-112 **A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING SIX AGREEMENTS FOR PURCHASE AND SALE OF REAL PROPERTY WITH THE PROPERTY OWNERS, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS, ACCEPTING SIX EASEMENT DEEDS AND AUTHORIZING THE CITY CLERK TO EXECUTE THE CERTIFICATE OF ACCEPTANCE AND RECORD THE EASEMENT DEEDS FOR THE SIDEWALK IMPROVEMENTS LINCOLN AVENUE - AUSTIN AVENUE – SOUTH STREET CDBG PROJECT NO. B18MC060053, CITY PROJECT NO. R-73 (APN No. 004-041-020, 004-041-021,004-042-006, 004-042-016, 004-043-007, AND 004-043-017)**

B-7 Consideration of a Minute Order Authorizing the Mayor to Execute the Final Proof of Loss for Additional Reimbursement in the Amount of $52,845.10 for Fire Damage to 5 East Yosemite (Report by Wendy Silva)

B-8 Consideration of a Minute Order Authorizing the Mayor to Sign a Letter in Opposition to California Senate Bill 266 (Leyva) Regarding CalPERS Benefit Adjustments for Disallowed Compensation (Report by Wendy Silva)

B-9 Consideration of Resolutions Amending the Fiscal Year 2018-2019 Successor Agency and Successor Housing Agency Budget (Report by Bob Wilson) -- Action by City Council as Successor Agency

After discussion Council moved to approve item B-9.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM B-9 WAS ADOPTED BY A VOTE OF 6-0-1. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER RODRIGUEZ. ABSTAIN: NONE.

RES. NO. SA 19-06 **RECONSIDERATION OF RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, APPROVING AMENDMENT TO FISCAL YEAR 2018-2019 BUDGET**

RES. NO. SHA 19-07 **CONSIDERATION OF RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, APPROVING AMENDMENT TO FISCAL YEAR 2018-2019 BUDGET**

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

C-1 Ratify a Resolution Approving the Proposition 68 Program Application for Statewide Park Development and Community Revitalization Program Grant Funds and Authorizing the City Manager to Submit the Application and Any Additional Necessary Documents Related to Negotiating, Executing or Amending the Grant Application Scope (Report by Ivette Iraheta)

Grants Administrator Ivette Iraheta and Grants Program Manager Debra McKenzie presented report.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER MONTES, ITEM C-1, RES. NO. 19-113 WAS ADOPTED BY A VOTE OF 6-0-1. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER RODRIGUEZ. ABSTAIN: NONE.

RES. NO. 19-113 **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS**

C-2 Reconsideration of a Resolution Approving Release of Disposition and Development Agreement Executed by Ironhorse Elm, LLC; APN: 008-022-010/008-022-035 (Report by Bob Wilson) -- Action by City Council as Successor Agency

Successor Agency Executive Director Bob Wilson presented report.

ON MOTION BY COUNCIL MEMBER MONTES, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM C-2, SA RES. NO. 19-07 WAS ADOPTED BY A VOTE OF 6-0-1. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER RODRIGUEZ. ABSTAIN: NONE.

RES. NO. SA 19-07 **RECONSIDERATION OF RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, APPROVING RELEASE OF DISPOSITION AND DEVELOPMENT AGREEMENT EXECUTED BY IRONHORSE ELM, LLC (APN: 008-022-010/008-022-035)**

C-3 Consideration of a Resolution Authorizing the Submission of a Grant Application ($100,000) to the San Joaquin Valley Air Pollution Control District (SJVAPCD) Public Benefit Grant Program and Authorizing the City Manager or his Designee to Execute all Required Documents (Report by Ivette Iraheta)

Grants Administrator Ivette Iraheta and Grants Program Manager Jorge Rojas presented report.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-3, RES. NO. 19-114 WAS ADOPTED BY A VOTE OF 6-0-1. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER RODRIGUEZ. ABSTAIN: NONE.

RES. NO. 19-114 **A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION ($100,000) TO THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT (SJVAPCD) FOR A PUBLIC BENEFIT GRANT**

C-4 Consideration of a Resolution Authorizing the Investment of Monies in the Local Agency Investment Fund (LAIF) and Designating the Positions Authorized to Sign on the Account (Report by Susan O'Haro)

Interim Finance Director Susan O'Haro presented staff report.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-4, RES. NO. 19-115 WAS ADOPTED BY A VOTE OF 6-0-1. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER RODRIGUEZ. ABSTAIN: NONE.

RES. NO. 19-115 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING CONTINUED INVESTMENT OF MONEY IN THE LOCAL AGENCY INVESTMENT FUND AND DESIGNATING OFFICERS AUTHORIZED TO SIGN ON THE ACCOUNT**

D. **WRITTEN COMMUNICATIONS:** None.

E. **ADMINISTRATIVE REPORTS:** None.

F. COUNCIL REPORTS

Council Member Robinson attended ribbon cutting at Pan Am Park.

Council Member Garcia requested a City Council meeting workshop to discuss Project Labor Agreements.

Council Member Holley reported that he attended MCTC meeting today. He also reported that he will be attending ribbon cutting ceremony for the Highway 99 widening project.

No other reports were given.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

Council adjourned to Closed Session at 7:46 p.m.

G-2 Conference with Labor Negotiators Pursuant to Government Code §54957.6
Agency Designated Representative: Arnoldo Rodriguez
Unrepresented Positions: Director of Parks & Community Services
Director of Financial Services
Public Works Operations Director

G-3 Public Employee Performance Evaluation – Pursuant to Government Code §54957
Title: City Manager

G-4 Closed Session Report – City Attorney

Council returned from closed session at 9:13 p.m. with all members present.

City Manager Arnoldo Rodriguez stated that there was no reportable action taken.

ADJOURNMENT – The meeting was adjourned at 9:14 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:	08/21/19
Adopted:	09/18/19

MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL, REGULAR MEETING OF MADERA PUBLIC FINANCING AUTHORITY BOARD, SPECIAL MEETING OF THE MADERA CITY COUNCIL AS THE GROUNDWATER SUSTAINABILITY AGENCY, AND SPECIAL MEETING OF THE MADERA CITY COUNCIL AS THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

August 21, 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, 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, Acting Planning Manager Chris Boyle, Grant Administrator Ivette Iraheta, Police Commander Gino Chiaramonte, Human Resources Director Wendy Silva, Police Lieutenant Brian Esteves, Housing Authority Finance Director Sally Bomprezzi, Housing Authority Executive Secretary Alicia Gonzales, Parks and Public Works Administrative Analyst Mary Church, and Engineering Project Manager Frank Holguin.

INVOCATION: Pastor Roger Leach, Valley West Christian Center

PLEDGE OF ALLEGIANCE: Mayor Medellin

Mayor Medellin recessed the Regular Meeting of the Madera City Council, Special Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency, Regular Meeting of the Madera Public Financing Authority, and Special Meeting of Madera City Council as the Groundwater Sustainability Agency at 6:02 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 6:11 p.m.

Mayor Medellin reconvened the Regular Meeting of the Madera City Council, Special Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency, Regular Meeting of the Madera Public Financing Authority, and Special Meeting of Madera City Council as the Groundwater Sustainability Agency at 6:12 p.m.

APPROVAL OF AGENDA

Mayor Medellin announced items C-3, E-1 and F-1 were pulled from the agenda by staff.

ON MOTION BY COUNCIL MEMBER HOLLEY AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, THE AGENDA WAS APPROVED AS AMENDED 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.

Ron Montoya discussed his concerns with Governance Workshop, contract given to Ron Manfredi, and water rates.

No other comments given.

PRESENTATIONS: None.

INTRODUCTIONS: None.

A. WORKSHOP

A-1 Airport Land Use Compatibility Plan – Closure of Runway 8-26 Project (Report by Chris Boyle)

Acting Planning Manager Chris Boyle provided presentation to the council.

Several members of the public discussed concerns with the closure of runway 8-26.

Mayor stated this is a workshop and no decision will made at this evening's meeting.

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 HOLLEY, 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 – 07/03/2019

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

B-3 Informational Report on Contract City Attorney Services (Report by Wendy Silva)

B-4 Consideration of a Resolution Approving a Consultant Services Agreement in the Amount of $124,000 With Madera Unified School District (MUSD) for Partial Administration of the District's Academic Year 2019-20 After School Program and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report By John Scarborough)

RES. NO. 19-131 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A CONSULTANT SERVICES AGREEMENT IN THE AMOUNT OF $124,000 WITH MADERA UNIFIED SCHOOL DISTRICT (MUSD) FOR PARTIAL ADMINISTRATION OF THE DISTRICT'S ACADEMIC YEAR 2019-20 AFTER SCHOOL PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

B-5 Consideration of a Resolution Approving an Agreement with Tully & Young Inc. (TYI) in the Amount of $15,000 for Consulting Services and Authorize Optional Services up to $1,500 for the Groundwater Sustainability Agency (GSA) and Groundwater Sustainability Plan (GSP) Activities and Authorizing the Mayor to Execute the Agreement California -- Action by City Council as Groundwater Sustainability Agency (Report by Keith Helmuth)

RES. NO. GSA 19-01 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH TULLY & YOUNG INC. IN THE AMOUNT OF $15,000 FOR CONSULTING SERVICES AND AUTHORIZE OPTIONAL SERVICES UP TO $1,500 FOR THE GROUNDWATER SUSTAINABILITY AGENCY AND GROUNDWATER SUSTAINABILITY PLAN ACTIVITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

B-6 Consideration of a Resolution Authorizing Worker's Compensation Coverage for Off-Duty Peace Officers Who Sustain an Injury or Illness While Out of State in Accordance with Labor Code Section 3600.2 (Report by Wendy Silva)

RES. NO. 19-132 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING WORKER'SCOMPENSATION COVERAGE FOR OFF-DUTY PEACE OFFICERS**

INJURED OUT OF STATE INACCORDANCE WITH CALIFORNIA LABOR CODE SECTION 3600.2

B-7 Consideration of a Minute Order Accepting $15,290.19 from Allstate Insurance as Payment in Full for Damage to City Property (Report by Wendy Silva)

B-8 Consideration of a Resolution of the City Council of the City of Madera, Approving an Annual Master Subscription and Service Agreement between the City of Madera and eCivis for Cost Allocation Software in the amount of $2,499.00 and Authorizing the City Manager to Execute the Agreement (Report by Susan O'Haro)

RES. NO. 19-133 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN ANNUAL MASTER SUBSCRIPTION AND SERVICE AGREEMENT BETWEEN THE CITY OF MADERA AND ECIVIS FOR COST ALLOCATION SOFTWARE IN THE AMOUNT OF $2,499.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

B-9 Consideration of a Resolution Accepting Street Easement Deed and Public Utility Easement Deed, Offered by Spanish United Pentecostal Church, In Conjunction with a New Church Facility Being Constructed at 27243 Ellis Street (APN: 037-040-005), and Authorizing the City Clerk to Execute and Cause to Be Recorded, Certificates of Acceptance (Report by Keith Helmuth)

RES. NO. 19-134 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING STREET EASEMENT DEED AND PUBLIC UTILITY EASEMENT DEED, OFFERED BY SPANISH UNITED PENTECOSTAL CHURCH, INC, LOCATED AT 27243 ELLIS STREET, AND AUTHORIZING THE CITY CLERK TO EXECUTE AND CAUSE TO BE RECORDED, A CERTIFICATE OF ACCEPTANCE

B-10 Consideration of a Resolution Accepting Public Utility Easement Deed, Offered by First Priority Funding, LLC, In Conjunction with a New Commercial Building Being Constructed at 301 West Olive Avenue (APN: 010-202-019), and Authorizing the City Clerk to Execute and Cause to Be Recorded, a Certificate of Acceptance (Report by Keith Helmuth)

RES. NO. 19-135 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING PUBLIC UTILITY EASEMENT DEED, OFFERED BY FIRST PRIORITY FUNDING, LLC, LOCATED AT 301 WEST OLIVE AVENUE, AND AUTHORIZING THE CITY CLERK TO EXECUTE AND CAUSE TO BE RECORDED, A CERTIFICATE OF ACCEPTANCE

B-11 Consideration of a Resolution Approving an Agreement with Madera County for Municipal Code Prosecution Services by the District Attorney's Office (Report by Wendy Silva)

RES. NO. 19-136 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT FORPROSECUTION SERVICES BETWEEN THE CITY OF MADERA AND MADERA COUNTY ANDAUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

C. <u>HEARINGS, PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS</u>

C-1 Consideration of a Joint Resolution of the City Council of the City of Madera and the Madera Public Financing Authority Approving an Agreement with Del Rio Advisors, LLC, for Municipal Advisor Services Related to the Financing of Energy Projects -- Action by City Council and City Council as Madera Public Financing Authority (Report by Susan O'Haro)

Interim Finance Director Susan O'Haro and Del Rio Advisors, LLC consultant Ken Dieker presented report.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-1, RES NO. 19-137 AND RES. NO. MPFA 19-04, 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. 19-137 & RES. NO MPFA 19-04 **A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AND THE MADERA PUBLIC FINANCING AUTHORITY APPROVING AN AGREEMENT WITH DEL RIO ADVISORS, LLC, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

C-2 Consideration of a Resolution Approving an Agreement for Legal Services with Montoy Law Corporation (Report by Wendy Silva)

Human Resources Director Wendy Silva presented report.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-2, RES NO. 19-138, 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. 19-138 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT FOR LEGAL SERVICES BETWEEN THE CITY OF MADERA AND MONTOY LAW CORPORATION ANDAUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

C-3 Consideration of Two Resolutions Approving Revised Community Development Block Grant (CDBG) Re-Allocations as Proposed by the Block Grant Commission (BGC) for 2019/2020 and Adopting the Updated Related Resolutions Which Re-Distribute $55,559.

The Resolutions propose:

a. To Revise the City of Madera Parks and Community Services Department CDBG Allocation to Provide Seniors with Nutritious Meals and Support with Healthy Food Choices, Technology and Education about Fraud Targeted to Seniors ($30,559)

b. To Revise the Madera Coalition for Community Justice CDBG Allocation to Provide a Youth Leadership Program ($25,000), and

c. Approve Two Agreements for Senior Services and a Youth Leadership Program

(Report by Ivette Iraheta)

Item C-3 was pulled from agenda.

C-4 Public Hearing and Consideration of a Resolution of the City Council of the City of Madera Ordering the Cost Recovery for Weed Abatement Expenses on Seven Properties in the Form of Liens Totaling $4,331.50 (Report by Brian Esteves)

Police Lieutenant Brian Esteves presented report.

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-4, RES NO. 19-139, 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. 19-139 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ORDERING THE COST RECOVERY FOR WEED ABATEMENT EXPENSES ON SEVEN PROPERTIES IN THE FORM OF LIENS TOTALING $4331.50

C-5 Discussion and Consideration of Administration and Operations of Successor Agency and Successor Housing Agency with Current City staff, Hiring of New Staff, and/or Retention of a Consultant-- Action by City Council as Successor Agency and the Successor Housing Agency (Report by Arnoldo Rodriguez)

City Manager Arnoldo Rodriguez presented report.

Council provided direction to City Manager Arnoldo Rodriguez to lead the dissolution of the Successor Agency to the former Redevelopment Agency with the assistance of a consultant or firm.

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-5, APPROVING DIRECTION TO CITY MANAGER TO LEAD THE DISSOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY WITH THE ASSISTANCE OF A CONSULTANT OR FIRM 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.

C-6 Consideration of Resolution Approving Financing Conveyance for Habitat for Humanity in Accordance with Section 414 of Disposition and Development Agreement (DDA) for 307, 209, 311, 313, and 315 Malone Street in Madera, California. -- Action by City Council as Successor Agency (Report by Arnoldo Rodriguez)

City Manager Arnoldo Rodriguez presented report.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-6, RES NO. SA 19-08, WAS ADOPTED WITH ADDRESS CORRECTION FROM 209 MALONE STREET TO 309 MALONE STREET, 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. SA 19-08 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR HOUSING AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY APPROVING FINANCING CONVEYANCE FOR HABITAT FOR HUMANITY IN ACCORDANCE WITH SECTION 414 OF DISPOSITION AND DEVELOPMENT AGREEMENT (DDA) FOR 307, 309, 311, 313, AND 315 MALONE STREET IN MADERA, CALIFORNIA**

C-7 Consideration of a Resolution Authorizing the Submission of an Application in the Amount of $31,223 to the Edward Byrne Memorial Justice Assistance Grant Program Fiscal Year 2019 Local Solicitation (Report by Ivette Iraheta)

Grant Administrator Ivette Iraheta presented report.

ON MOTION BY COUNCIL MEMBER MONTES, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM C-7, RES NO. 19-140, 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. 19-140 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE CHIEF OF POLICE TO MAKE AN APPLICATION FOR AWARD TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM**

D. WRITTEN COMMUNICATIONS: None.

E. ADMINISTRATIVE REPORTS:

E-1 CFD 2006-01 Follow-up from Workshop held on 06/19/2019 (Report by Susan O'Haro)

Item E-1 was pulled from agenda.

F. COUNCIL REPORTS

F-1 Project Labor Agreement (PLA) (Report by Councilmember Santos Garcia)

Item F-1 was pulled from agenda.

Council Member Robinson attended Madera Chamber of Commerce's Lifetime Achievement Awards.

Mayor Pro-Tem Montes would like an Amtrak Station workshop. City Manager Arnoldo Rodriguez responded he will reach out to Dan Leavitt to schedule.

Mayor Medellin stated we have quite a few workshops for the city and they are all important. But he would like to prioritize the workshops. He believes everything revolves around Development Impact Fees (DIF) and it needs to be added to the top of the list of workshops. He would like to see it as the next workshop moving forward.

Council Member Rodriguez asked City Attorney if we can add a future agenda items section of the agenda to Hilda Montoy Cantu responded yes.

No other reports were given.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

Council adjourned to Closed Session at 8:36 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 Closed Session Report – City Attorney

Council returned from closed session at 9:47 p.m. with all members present.

Interim City Attorney Hilda Montoy Cantu stated that there was no reportable action taken.

ADJOURNMENT – The meeting was adjourned at 9:48 p.m. Next regular meeting September 4, 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 18, 2019

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for August 24, 2019 to September 6, 2019.

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of August 24, 2019 to September 6, 2019 is contained in the attachment and summarized in the following tables.

Table 1: *Warrant Distribution Summary*		
Description	*Check #'s*	*Amount*
General Warrant	23265 - 23423	$2,307,878.97

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	Union Bank	$592,928.34
SDI	EDD	$2,138.98
CalPERS Payment	CalPERS	$120,766.09

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 18, 2019

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
23265	08/26/2019	FINANCE	PAYROLL TAX	ADMINISTRATIVE SOLUTIONS INC.	MEDICAL & CHILD CARE EXPENSE	32,441.57
23266	08/26/2019	FINANCE	PAYROLL TAX	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	1,842.88
23267	08/26/2019	FINANCE	PAYROLL TAX	COLONIAL LIFE & ACCIDENT INSURANCE	EMPLOYEE LIFE INSURANCE	1,084.12
23268	08/26/2019	FINANCE	PAYROLL TAX	M A C E A	MONTHLY DUES	2,350.00
23269	08/26/2019	FINANCE	PAYROLL TAX	M P O A	MONTHLY DUES	7,599.64
23270	08/26/2019	FINANCE	PAYROLL TAX	M.C.E.A.	MONTHLY DUES	380.00
23271	08/26/2019	FINANCE	PAYROLL TAX	MID-MGMT EMPLOYEE GROUP	MONTHLY DUES	630.00
23272	08/26/2019	FINANCE	PAYROLL TAX	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBS	11,264.42
23273	08/26/2019	FINANCE	PAYROLL TAX	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS	150.00
23274	08/26/2019	FINANCE	PAYROLL TAX	VANTAGEPOINT TRANSFER AGENTS-457	DEFERRED COMP CONTRIBS	22,842.57
23275	08/29/2019	FIRE	FIRE	47TH PLACE- CARPET ONE	CARPET	660.46
23276	08/29/2019	ENGINEERING	MEAS T - RTP	AFFORDABLE SITE MODEL, INC.	GPS SITE MODEL	1,620.00
23277	08/29/2019	PD ADMIN	PD ADMIN	AMERICAN BUSINESS MACHINES	TONER	189.44
23278	08/29/2019	PD ADMIN	PD ADMIN	AMERICAN MOBILE SHREDDING	SHREDDING SERVICES	280.00
23279	08/29/2019	FINANCE	VARIOUS	AT&T	07/19 SERVICE 831-000-6408 576	6,297.19
23280	08/29/2019	FINANCE	VARIOUS	AT&T	07/19 CALNET 3 SERVICE	3,929.05
23281	08/29/2019	BUILDING	BUILDING	BOYLE, CHRISTOPHER	PER DIEM APA CA ANNUAL CONF	285.00
23282	08/29/2019	WATER QUAL	WATER QUAL	BSK ASSOCIATES	WATER SAMPLES	552.00
23283	08/29/2019	WWTP	WWTP	CALIFORNIA CLIMATE CONTROL, INC.	HVAC UNIT REPLACEMENT	19,676.00
23284	08/29/2019	PD ADMIN	PD ADMIN	CALIFORNIA DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS	1,785.00
23285	08/29/2019	FACILITIES	FAC MAINT	CA DEPARTMENT OF TRANSPORTATION	SHARED COSTS	79.00
23286	08/29/2019	PURCHASING	VARIOUS	CANON FINANCIAL SERVICES	AUGUST CONTRACT CHARGES	4,205.45
23287	08/29/2019	AIRPORT OPS	AIRPORT OPS	CHURCH, MARY	PER DIEM ASSOC OF CA AIRPORTS CONF	181.50
23288	08/29/2019	UB/WATER	WATER CONS	CITY OF MADERA	08/19 UTILITIES ACCT	710.42
23289	08/29/2019	FINANCE	VARIOUS	COMCAST	CITY INTERNET CONNECTION	1,372.25
23290	08/29/2019	FINANCE	COMPUTER ACQ	COMCAST	08/14/19 - 09/13/19 SERVICE	208.79
23291	08/29/2019	HR	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICALS	349.00
23292	08/29/2019	WATER	WATER OPS	CWEA-TCP	GRADE 1 RENEWAL	89.00
23293	08/29/2019	PARKS	COMM & REC	DIAMOND COMMUNICATIONS	PAC ALARM MONITORING	36.00
23294	08/29/2019	PARKS	AQUATICS	DIAZ, JESSICA	LIFEGUARD CERT REIMBURSEMENT	182.00
23295	08/29/2019	PARKS	AQUATICS	ELLIS, DESTYNI	LIFEGUARD CERT REIMBURSEMENT	195.00
23296	08/29/2019	PARKS	AQUATICS	ERVIN, SETH	LIFEGUARD CERT REIMBURSEMENT	235.00
23297	08/29/2019	PARKS	MED LANDSCAPE	EVERGREEN LAWN CARE & MAINT	JUNE 2019 MEDIAN MAINTENANCE	2,673.50
23298	08/29/2019	WWTP	WWTP	FISHER SCIENTIFIC COMPANY, LLC	LAB ANALYTICAL BALANCE	4,869.98
23299	08/29/2019	PARKS	AQUATICS	GONZALEZ, AUDREE	LIFEGUARD CERT REIMBURSEMENT	195.00
23300	08/29/2019	HR	PAYROLL TAX	HUB INTERNATIONAL INSURANCE	BROKER FEES	8,816.35
23301	08/29/2019	PD ADMIN	PD ADMIN	KER'S GAS & LUBE, INC.	JUNE PD CAR WASHES	346.00
23302	08/29/2019	CITY COUNCIL	CITY COUNCIL	LEAGUE OF CALIFORNIA CITIES	DIVISION MEETING- ROBINSON	25.00
23303	08/29/2019	PARKS	AQUATICS	LEYVA, KAYLOR	LIFEGUARD CERT REIMBURSEMENT	155.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
23304	08/29/2019	HR	PAYROLL TAX	LINCOLN FINANCIAL	LIFE AND LTD INSURANCE	8,444.98
23305	08/29/2019	BUILDING	BUILDING	LIPPINCOTT, JOHN	PER DIEM CALBO EDUCATION WEEK	135.00
23306	08/29/2019	CITY ATTORNEY	ATTORNEY	MADERA COUNTY DISTRICT ATTORNEY	PROSECUTION SERVICES	401.38
23307	08/29/2019	CITY ADMIN	CITY ADMIN	MADERA TRIBUNE	PRIDE 2019	1,200.00
23308	08/29/2019	PD ADMIN	PD ADMIN	MCALISTER, JARON	TUITION REIMBURSEMENT	2,400.00
23309	08/29/2019	WATER QUAL	WATER CONS	GARCIA, ESMERELDA	TURF REPLACEMENT REBATE	2,380.00
23310	08/29/2019	WATER QUAL	WATER CONS	OROZCO, RAUL	TURF REPLACEMENT REBATE	2,000.00
23311	08/29/2019	UB/WATER	PD ADMIN	SANTOS, ANTONIO	REFUND OVERPAYMENT	3.00
23312	08/29/2019	FINANCE	VARIOUS	PACIFIC GAS & ELECTRIC	08/19 SERVICE	815,303.76
23313	08/29/2019	PARKS	GENERAL TRUST	ARBALLO, BRITTANY	PARK DEPOSIT REFUND	50.00
23314	08/29/2019	PARKS	GENERAL TRUST	BENEVIDEZ, MARISOL	FACILITY DEPOSIT REFUND	50.00
23315	08/29/2019	PARKS	GENERAL TRUST	CHAVEZ, FRANCINE	FACILITY DEPOSIT REFUND	100.00
23316	08/29/2019	PARKS	GENERAL TRUST	CONLEY, PATRICE	FACILITY DEPOSIT REFUND	100.00
23317	08/29/2019	PARKS	GENERAL TRUST	GARZA, ARMANDO	PARK DEPOSIT REFUND	50.00
23318	08/29/2019	PARKS	GENERAL TRUST	KAUR, KARAMJIT	PARK DEPOSIT REFUND	100.00
23319	08/29/2019	PARKS	GENERAL TRUST	OLD CASTLE	PARK DEPOSIT REFUND	200.00
23320	08/29/2019	PARKS	PARKS	RODRIGUEZ, RUTH	PARK DEPOSIT REFUND	265.00
23321	08/29/2019	PARKS	GENERAL TRUST	SANDOVAL, ALICIA	PARK DEPOSIT REFUND	50.00
23322	08/29/2019	PARKS	GENERAL TRUST	VERDUZCO, JOHNNY	PARK DEPOSIT REFUND	50.00
23323	08/29/2019	PARKS ADMIN	HRPP GRANT	PLAYCRAFT DIRECT INC.	PAN AM PLAYGROUND	133,848.67
23324	08/29/2019	WWTP	WWTP	PROVOST & PRITCHARD CONSULTING	GROUNDWATER MONITORING	347.50
23325	08/29/2019	RECREATION	AQUATICS	RAMIREZ, BRIANNA	LIFEGUARD CERT REIMBURSEMENT	195.00
23326	08/29/2019	ENGINEERING	MEAS K - FIRE	RRM DESIGN GROUP	DESIGN SERVICES-FIRE STATION 58	23,943.18
23327	08/29/2019	FACILITIES	COMM & REC	SOUTHWEST INTERIORS, INC.	LIMIT SWITCH	296.00
23328	08/29/2019	PURCHASING	VARIOUS	TESEI PETROLEUM INC.	FUEL FOR CITY	13,867.33
23329	08/29/2019	PURCHASING	VARIOUS	TESEI PETROLEUM, INC.	FUEL FOR CITY	29,787.69
23330	08/29/2019	PD ADMIN	PD ADMIN	TRUKKI, MARK	PER DIEM SLI #8	231.00
23331	08/29/2019	FINANCE	GENERAL FUND	UNION BANK OF CALIFORNIA	SERVICES FOR PERIOD MAY - JUL	875.00
23332	08/29/2019	FINANCE	VARIOUS	VERIZON WIRELESS	CITY CELL PHONE CHARGES	7,492.09
23333	08/29/2019	PARKS	PARKS	VILLA GARDENING SERVICE INC	JUNE LAWN SERVICE	310.00
23334	08/29/2019	PD ADMIN	PD ADMIN	HARRY D. WILSON INC.	BRAKE PAD REPLACEMENT	810.83
23335	09/03/2019	FINANCE	VARIOUS	AT&T	06/19 CALNET 3 SERVICE	956.17
23336	09/03/2019	GRANTS	CDBG	DOORS OF HOPE	4TH QUARTER REIMBURSEMENT	46.92
23337	09/03/2019	PARKS	PARKS	EVERGREEN LAWN CARE & MAINT	MEDIAN MAINTENANCE	8,567.00
23338	09/03/2019	PD ADMIN	PD ADMIN	FBINAA CALIFORNIA CHAPTER	FBINAA CA STATE CONF	449.00
23339	09/03/2019	PD ADMIN	PD ADMIN	FBINAA CALIFORNIA CHAPTER	FBINAA CA STATE CONF	449.00
23340	09/03/2019	GRANTS	PARKING DIST OP	GUARDIAN WESTERN SWEEPING	STREET SWEEPING	1,138.00
23341	09/03/2019	GRANTS	CDBG	HOUSING AUTHORITY	4TH QUARTER REIMBURSEMENT	57,033.49
23342	09/03/2019	GRANTS	CDBG ADMIN	MADERA RESCUE MISSION, INC.	4TH QUARTER REIMBURSEMENT	4,974.83
23343	09/03/2019	TRANS- FIXED	TRANS- DAR	MV TRANSPORTATION, INC.	START UP INVOICE #2	34,587.63
23344	09/03/2019	PARKS	HRPP GRANT	NSP3	PAN AM PLAYGROUND	721.68
23345	09/03/2019	ENGINEERING	CDBG	O'DELL ENGINEERING, INC.	DESIGN SERVICES ADA IMPROVEMTS	2,955.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
23346	09/03/2019	GRANTS	VARIOUS	TESEI PETROLEUM, INC.	PUMP DRIVE OFF REPAIR	1,934.42
23347	09/03/2019	PD ADMIN	PD ADMIN	HARRY D. WILSON INC.	MOTORCYCLE REPAIR	5,593.83
23348	09/03/2019	GRANTS	CDBG	YOUTH LEADERSHIP INSTITUTE	REIMB 4TH QTR EXPENSES	10,000.00
23349	09/06/2019	FINANCE	PAYROLL TAX	ADMINISTRATIVE SOLUTIONS	MEDICAL & CHILD CARE EXPENSE	1,035.45
23350	09/06/2019	PD ADMIN	PD ADMIN	AMERICAN BUSINESS MACHINES	HP TONER	65.59
23351	09/06/2019	PD ADMIN	PD ADMIN	ARNOLD, JOSIAH	PER DIEM CHIEFS WKSHOP	213.00
23352	09/06/2019	FINANCE	UB/SEWER	AT&T	08/19 CALNET 3 SERVICE	436.18
23353	09/06/2019	HR	CITY ADMIN	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE RX BILL	117.80
23354	09/06/2019	WATER QUAL	WATER QUAL	BSK ASSOCIATES	WATER SAMPLES	3,427.48
23355	09/06/2019	UB/WATER	BUILDING	C B MERCHANT SERVICES	COLLECTION SERVICES	29.67
23356	09/06/2019	FINANCE	PAYROLL TAX	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	1,842.88
23357	09/06/2019	PD ADMIN	SUPP LAW ENF	CEDAR VETERINARY HOSPITAL, INC	CANINE EXAM	433.31
23358	09/06/2019	PD ADMIN	PD ADMIN	CHIARAMONTE, GIACHINO	PER DIEM CHIEFS WKSHOP	213.00
23359	09/06/2019	UB/WATER	WATER CONS	CITY OF MADERA	MULCH REBATE	30.00
23360	09/06/2019	UB/WATER	WATER CONS	CITY OF MADERA	SMART IRRIG CONTROLLER REBATE	53.85
23361	09/06/2019	UB/WATER	WATER CONS	CITY OF MADERA	MULCH REBATE	83.60
23362	09/06/2019	UB/WATER	WATER CONS	CITY OF MADERA	SMART IRRIGATION TIMER REBATE	142.49
23363	09/06/2019	UB/WATER	WATER UTILITY	CITY OF MADERA	MISAPPLIED PAYMENT	150.00
23364	09/06/2019	UB/WATER	WATER CONS	CITY OF MADERA	MULCH REBATE	185.00
23365	09/06/2019	UB/WATER	WATER CONS	CITY OF MADERA	CLOTHES WASHER REBATE	200.00
23366	09/06/2019	UB/WATER	WATER UTILITY	CITY OF MADERA	MISAPPLIED PAYMENT	1,060.00
23367	09/06/2019	FINANCE	PAYROLL TAX	COLONIAL LIFE & ACCIDENT INSURANCE	EMPLOYEE LIFE INSURANCE	1,087.79
23368	09/06/2019	PARKS	AQUATICS	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	174.50
23369	09/06/2019	FACILITIES	FAC MAINT	COOK'S COMMUNICATIONS	PD LABOR	305.00
23370	09/06/2019	IS	COMP MAINT	DASHER TECHNOLOGIES INC.	PD SWITCH	2,008.61
23371	09/06/2019	IS	COMP MAINT	DELL COMPUTER CORPORATION	PUBLIC WORKS FILE SERVER	10,765.83
23372	09/06/2019	PARKS	COMM & REC	DIAMOND COMMUNICATIONS	PAC ALARM INSPECTION	800.64
23373	09/06/2019	GRAFF ABATE	GRAFF ABATE	ESPINOZA SEWER SERVICE	PORTABLE TOILET CLEANING	50.00
23374	09/06/2019	PARKS	SR CITIZEN	FRESNO MADERA AGENCY ON AGING	07/19 UNSERVED MEALS	101.32
23375	09/06/2019	ENGINEERING	FAU CMAQ	FRESNO REPROGRAPHICS	PRINTING SERVICES	177.54
23376	09/06/2019	IS	COMP MAINT	GOVCONNECTION, INC.	DRIVES FOR SERVERS	7,780.39
23377	09/06/2019	PD ADMIN	PD ADMIN	LAWSON, DINO	PER DIEM CHIEFS WKSHOP	213.00
23378	09/06/2019	HR	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	4,662.00
23379	09/06/2019	PARKS	AQUATICS	LINCOLN AQUATICS INC.	CHLORINE FOR POOL	1,452.61
23380	09/06/2019	PD ADMIN	PD ADMIN	LOU'S GLOVES, INC.	SUPPLIES	130.00
23381	09/06/2019	PD ADMIN	PD ADMIN	LYNN PEAVEY COMPANY	SUPPLIES	326.62
23382	09/06/2019	UB/WATER	SOL WASTE DISP	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS	725,617.62
23383	09/06/2019	HR	ATTORNEY	MONTOY LAW CORPORATION	LEGAL SERVICES	17,583.50
23384	09/06/2019	FINANCE	PAYROLL TAX	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBS	2,657.82
23385	09/06/2019	FINANCE	PAYROLL TAX	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBS	8,367.50
23386	09/06/2019	ENGINEERING	CDBG	O'DELL ENGINEERING, INC.	DESIGN SERVICES ADA IMPROVEMTS	540.00
23387	09/06/2019	GRANTS	CDBG ADMIN	ONTRAC	OVERNIGHT SHIPPING	38.68

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
23388	09/06/2019	FINANCE	FAC MAINT	PACIFIC GAS & ELECTRIC	08/19 SERVICE	14,810.55
23389	09/06/2019	PARKS	GENERAL TRUST	CABRERA, ANNETTE	PARK DEPOSIT REFUND	50.00
23390	09/06/2019	PARKS	GENERAL TRUST	FERNANDEZ, VIOLET	FACILITY DEPOSIT REFUND	100.00
23391	09/06/2019	PARKS	GENERAL TRUST	GARCIA, ANA	FACILITY DEPOSIT REFUND	200.00
23392	09/06/2019	PARKS	GENERAL TRUST	REDUCINDO, JOANNA	PARK DEPOSIT REFUND	50.00
23393	09/06/2019	PARKS	GENERAL TRUST	TRILLO, TERESA	FACILITY DEPOSIT REFUND	100.00
23394	09/06/2019	STREETS	STREETS	MORRIS J PIERCE	ASPHALT REPLACEMENT	136,682.00
23395	09/06/2019	PARKS ADMIN	PARKS ADMIN	PURCHASE POWER	POSTAGE	37.54
23396	09/06/2019	PD ADMIN	PD ADMIN	RON'S TOWING & ROAD SERVICE	ROAD SERVICE	55.00
23397	09/06/2019	IS	COMP MAINT	SHI INTERNATIONAL CORP.	2FA SOFTWARE	4,409.00
23398	09/06/2019	IS	COMP MAINT	SOUTHERN COMPUTER WAREHOUSE	PD TOUGHBOOKS	3,524.46
23399	09/06/2019	FINANCE	PAYROLL TAX	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS	150.00
23400	09/06/2019	TRANS- FIXED	TRANS- FIXED	TOLAR MANUFACTURING COMPANY	TRASH CAN REPLACEMENTS	1,886.38
23401	09/06/2019	UB/WATER	WATER FUND	ARELLANO FROY RUIZ ALMA OR CITY	UTILITY BILLING CREDIT REFUND	154.22
23402	09/06/2019	UB/WATER	WATER FUND	BARGER JEFFREY M OR CITY	UTILITY BILLING CREDIT REFUND	162.15
23403	09/06/2019	UB/WATER	WATER FUND	BERRY CONSTRUCTION	UTILITY BILLING DEPOSIT REFUND	34.04
23404	09/06/2019	UB/WATER	WATER FUND	CHAMBERS TAMMIE LEAJEAN	UTILITY BILLING CREDIT REFUND	180.96
23405	09/06/2019	UB/WATER	WATER FUND	CITY OF MADERA OR OCHOA ELVIRA	UTILITY BILLING CREDIT REFUND	154.37
23406	09/06/2019	UB/WATER	WATER FUND	CITY OF MADERA OR VERA KATTY	UTILITY BILLING CREDIT REFUND	153.44
23407	09/06/2019	UB/WATER	WATER FUND	GARCIA HERNANDEZ JOSE ZENON	UTILITY BILLING CREDIT REFUND	136.23
23408	09/06/2019	UB/WATER	WATER FUND	GIRON GEORGE	UTILITY BILLING CREDIT REFUND	210.84
23409	09/06/2019	UB/WATER	WATER FUND	GOLDBACH ERIN D	UTILITY BILLING DEPOSIT REFUND	32.56
23410	09/06/2019	UB/WATER	WATER FUND	HERNANDEZ MARTHA OR CITY	UTILITY BILLING CREDIT REFUND	152.16
23411	09/06/2019	UB/WATER	WATER FUND	JORDAN JOHN	UTILITY BILLING CREDIT REFUND	53.07
23412	09/06/2019	UB/WATER	WATER FUND	ORTIZ ALICIA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	152.44
23413	09/06/2019	UB/WATER	WATER FUND	PINO DAVID H	UTILITY BILLING CREDIT REFUND	9.87
23414	09/06/2019	UB/WATER	WATER FUND	ROCHA JOSEPH C SR	UTILITY BILLING DEPOSIT REFUND	3.33
23415	09/06/2019	UB/WATER	WATER FUND	TUYET CRAIG B	UTILITY BILLING CREDIT REFUND	82.48
23416	09/06/2019	UB/WATER	WATER FUND	VALDEZ MANUEL VALDEZ SONIA	UTILITY BILLING DEPOSIT REFUND	77.62
23417	09/06/2019	UB/WATER	WATER FUND	WESTCOTT WILLIAM F	UTILITY BILLING DEPOSIT REFUND	37.22
23418	09/06/2019	FINANCE	PAYROLL TAX	VANTAGEPOINT TRANSFER AGENTS-457	DEFERRED COMP CONTRIBS	22,639.04
23419	09/06/2019	CITY COUNCIL	CITY COUNCIL	VERIZON WIRELESS	CC IPADS 07/11/19 - 08/10/19	76.02
23420	09/06/2019	PARKS	PARKS	VILLA GARDENING SERVICE INC	GARDENING SERVICE	710.00
23421	09/06/2019	PARKS	PARKS	WEST COAST ARBORISTS, INC.	PARK TREE MAINTENANCE	9,600.00
23422	09/06/2019	PD ADMIN	PD ADMIN	HARRY D. WILSON INC.	PART FOR UNIT #6605	36.25
23423	09/06/2019	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	PLAN CHECK SERVICES	937.50

BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL **$ 2,307,878.97**

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: September 18, 2019

Agenda Number: B-3

John Scarborough, Interim Public Works Director

Arnoldo Rodriguez, City Manager

SUBJECT:

Water Conservation Report for July 22nd through August 18th

RECOMMENDATION:

Staff recommends that City Council review the attached report of water conservation activities and progress in reducing residential water consumption. This monthly report is for informational purposes only.

SUMMARY:

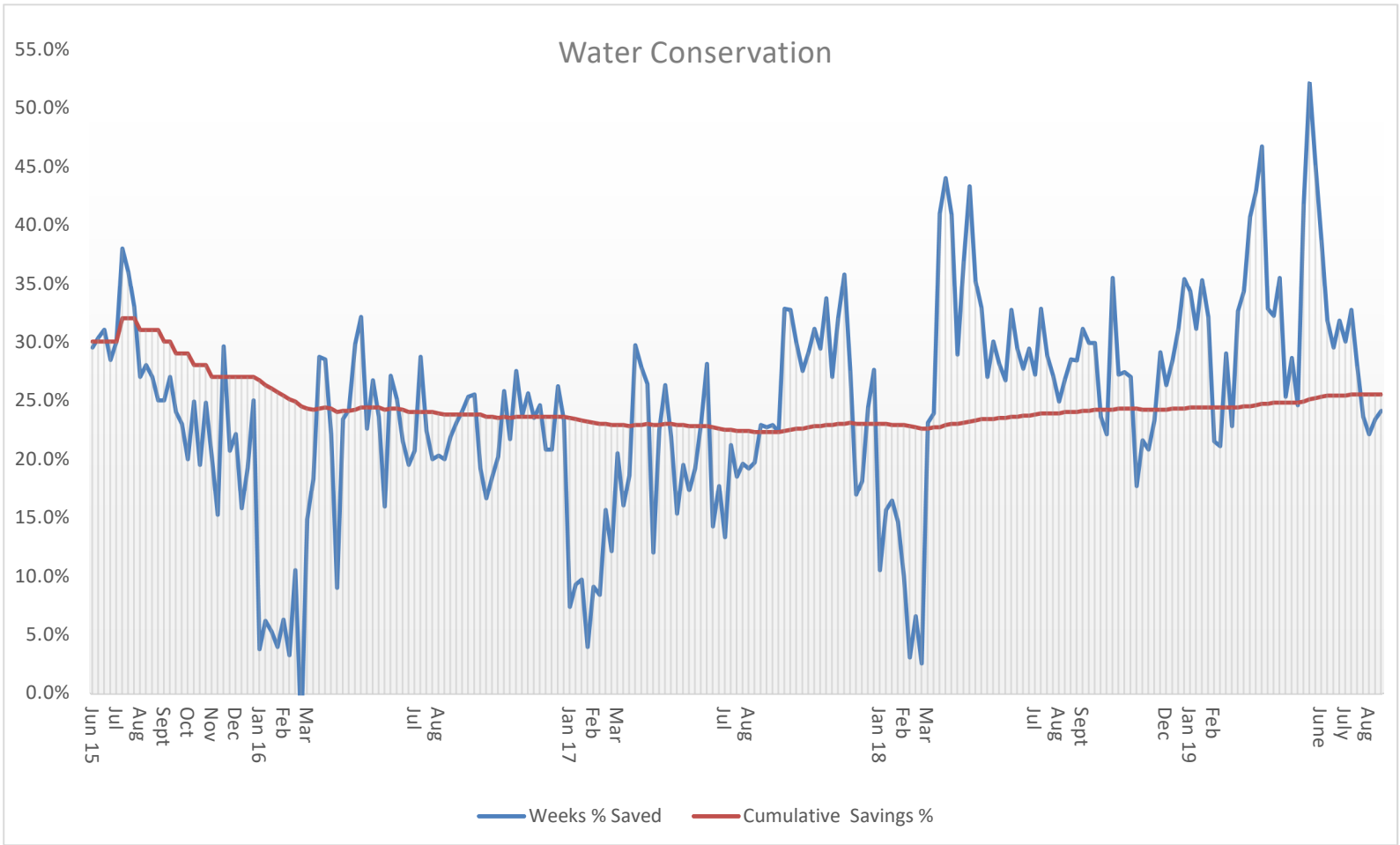
This report addresses four different areas of focus:

1. Water conservation and education
2. Water patrol activity
3. Water meter maintenance activity
4. Information on the overall capacity of the City's water wells, including the amount of production and reserve production capacity

DISCUSSION:

As illustrated in the following chart, the City's average monthly water conservation rate for the period of July 22nd through August 18th shows a slight decrease from 26.8 percent in 2018 to 23.3% this year. Below is the most current water conservation data.

Monthly Conservation	Cumulative Conservation
July 22nd Through August 18th	June 1st, 2015 Through August 18th, 2019
23.3%	**25.5%**



Water Conservation Outreach:

As part of the Division's local outreach and education program, water conservation and rebate information presentations were made at the following events.

Conservation Outreach

Facebook and Twitter Postings
Outdoor watering tips

August Utility Billing Newsletter
Watering schedule, rebate program and outdoor watering tips articles

Events
Please come by and visit the Water Conservation Department at their informational outreach booth at the Madera District Fair September 5th through 8th!

Water Conservation Activities:

To encourage water conservation, staff conducts extensive outreach to educate customers. While on occasion an infraction may be issued, the vast majority of contacts are in the form of warnings and notices informing customers of areas that may need to be addressed. The following table provides a summary of such contacts.

Enforcement

Individual Contacts	**334**	**1st offense ($75)**	**86**
Verbal Warnings	**24**	**2nd offense ($200)**	**4**
Maintenance Notices	**38**	**3rd or more offenses ($500)**	**1**

Water Meters:

In addition to the monthly reading of the manual read meters and the service interruptions due to account payment delinquency, the water meter staff performed various repairs and/or meter programming at 56 properties. Customer concern investigations were conducted and resulted in the discovery of leaks at 21 properties and need for adjustments to irrigation systems at 15 properties.

System Capacity:

While the system routinely produces adequate flows to meet our peak demand and maintain reserve fire flow capacity, on July 28th of this reporting period minimum fire flows for the highest criteria were not met. Staff anticipates this issue will improve with the expected cooler weather and the expected addition of well #38 to our system. This information is summarized in the Status Report on the following page.

FINANCIAL IMPACT:

The expenses for implementing and administering water conservation activities occur within the Water Fund and have no impact the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The report is consistent with the Madera Vision Plan, specifically Strategy 434: Water Quality and Usage – Ensure continued water supplies to meet the demands of all Madeirans through innovative reclamation, conservation and education on water use.

ALTERNATIVES:

This is an informational report; no alternatives have been identified.

ATTACHMENTS:

1. Status Report July 22, 2019 through August 18, 2019 - Water Production and Reserve Fire Flow Capacity

STATUS REPORT July 22nd to AUGUST18TH, 2019 **ATTACHMENT #1**

WATER PRODUCTION AND RESERVE FIRE FLOW CAPABILITY

Dates	Day	Peak Temp	MG Pumped	Peak Hour	Lowest Pressure*	Lowest Tank Storage **	Wells Available	Wells On During Peak Hours	Wells in Reserve During Peak Hours	Reserve GPM at Peak	Reserves Meets Fire flow for			
											Residential 1,500 GPM	Commercial 2,500 GPM	Industrial 3,500 GPM	Hospital 4,500 GPM
7/22/2019	Mon	104	7.641	6pm-7pm	44	820,000	16	6	10	11689	Yes	Yes	Yes	Yes
7/23/2019	Tue	102	12.570	8pm-9pm	34	780,000	16	14	2	2563	Yes	Yes	Yes	Yes
7/24/2019	Wed	106	12.728	10pm-11pm	38	680,000	16	15	1	954	Yes	Yes	Yes	Yes
7/25/2019	Thu	104	12.298	9pm-10pm	35	680,000	16	13	3	3599	Yes	Yes	Yes	Yes
7/26/2019	Fri	106	11.670	9pm-10pm	40	780,000	16	13	3	3599	Yes	Yes	Yes	Yes
7/27/2019	Sat	105	12.842	9pm-10pm	37	680,000	16	14	2	2645	Yes	Yes	Yes	Yes
7/28/2019	Sun	107	13.417	9pm-10pm	33	680,000	16	16	0	0	Yes	Yes	Yes	No
7/29/2019	Mon	104	7.031	6pm-7pm	44	820,000	16	7	9	10439	Yes	Yes	Yes	Yes
7/30/2019	Tue	99	13.021	9pm-10pm	33	600,000	16	15	1	902	Yes	Yes	Yes	Yes
7/31/2019	Wed	100	12.683	9pm-10pm	35	600,000	16	15	1	902	Yes	Yes	Yes	Yes
8/1/2019	Thu	100	11.964	10pm-11pm	38	780,000	16	14	2	2645	Yes	Yes	Yes	Yes
8/2/2019	Fri	98	11.247	10pm-11pm	40	780,000	16	13	3	2645	Yes	Yes	Yes	Yes
8/3/2019	Sat	102	12.411	9pm-10pm	38	680,000	16	13	3	3599	Yes	Yes	Yes	Yes
8/4/2019	Sun	105	13.026	9pm-10pm	36	680,000	16	15	1	902	Yes	Yes	Yes	Yes
8/5/2019	Mon	100	7.452	11am-12pm	44	520,000	16	7	9	10880	Yes	Yes	Yes	Yes
8/6/2019	Tue	104	12.366	9pm-10pm	33	600,000	16	15	1	1743	Yes	Yes	Yes	Yes
8/7/2019	Wed	101	12.627	10pm-11pm	37	680,000	16	14	2	2645	Yes	Yes	Yes	Yes
8/8/2019	Thu	95	11.785	10pm-11pm	38	680,000	16	13	3	3599	Yes	Yes	Yes	Yes
8/9/2019	Fri	92	10.992	9pm-10pm	39	780,000	16	11	5	6268	Yes	Yes	Yes	Yes
8/10/2019	Sat	91	12.086	9pm-10pm	40	780,000	16	13	3	3981	Yes	Yes	Yes	Yes
8/11/2019	Sun	91	12.649	10pm-11pm	35	780,000	16	14	2	2645	Yes	Yes	Yes	Yes
8/12/2019	Mon	96	7.179	9pm-10pm	44	820,000	16	7	9	10439	Yes	Yes	Yes	Yes
8/13/2019	Tue	101	12.069	9pm-10pm	32	600,000	16	15	1	1743	Yes	Yes	Yes	Yes
8/14/2019	Wed	105	12.218	9pm-10pm	34	680,000	16	15	1	1743	Yes	Yes	Yes	Yes
8/15/2019	Thu	107	11.817	9pm-10pm	36	680,000	16	15	1	1743	Yes	Yes	Yes	Yes
8/16/2019	Fri	108	11.088	9pm-10pm	37	600,000	16	12	4	4750	Yes	Yes	Yes	Yes
8/17/2019	Sat	101	12.499	9pm-10pm	38	680,000	16	13	3	3796	Yes	Yes	Yes	Yes
8/18/2019	Sun	95	12.757	9pm-10pm	34	520,000	16	13	3	3796	Yes	Yes	Yes	Yes

* Goal is to keep system above 30 psi., below 20 cause regulatory issue.

** Elevated tank has a 1,000,000 gallon maximum capacity.

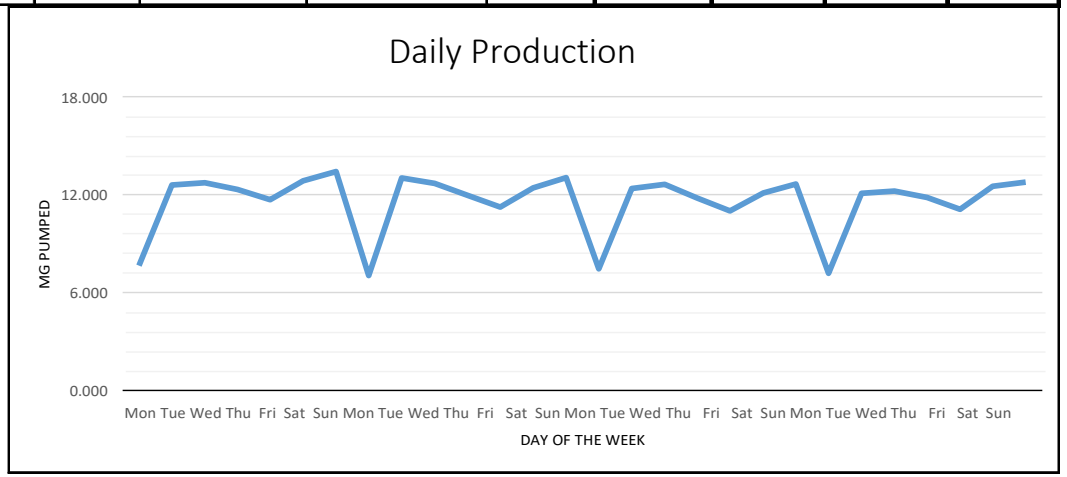
19 **Total Wells**

2 **Wells Not Available**

#16 Being Retrofitted for Submersible Pump to Gain 500 gpm

#27 Redevelopment in process

17 **Number of Wells Available**



RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: September 18, 2019

Agenda Number: B-4

SUBJECT:
Informational Report on Contract City Attorney Service Expenditures

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 monthly update on expenditures for contract City Attorney services.

DISCUSSION:
The following information summarizes billings paid for services formerly performed by the City's in-house City Attorney. The various providers have different billing cycles, so staff has noted the time period captured by the specific bill/payment. Additionally, all billings for Fiscal Year 2018/19 have now been received, so this report identifies the FY 2018/19 totals for each vendor providing City Attorney services, and then separately the FY 2019/20 Year to Date (YTD) total as we move into the new Fiscal Year. If there is additional information Council desires to see in future iterations of this report, please advise and staff will make the requested changes.

Firm: Liebert Cassidy Whitmore
Current Billing Period: July 2019

Matter	Charges		
	FY 18/19 Total	July 2019	FY 19/20 YTD
Review and Advice on Employment Agreement Matters	$4,419.00		
Tort Liability Claim/Grievance (Personnel related)	$7,040.00	$111.00	$111.00
Attendance at Council Meetings & Advice on Same	$10,110.00		
Public Records Request for Police Records under SB1421	$3,603.00		
General Legal Review/Advice	$210.00		
Total	**$25,382.00**	**$111.00**	**$111.00**

Firm: Montoy Law
Billing Period: July 2019

Matter	Charges		
	FY 18/19 Total	July 2019	FY 19/20 YTD
General Legal Review/Advice	$2,352.00	$1,368.00	$1,368.00
Review and Advice on Agreements	$2,304.00	$3,360.00	$3,360.00
Public Records Act Matters	$3,288.00	$2,712.00	$2,712.00
Real Estate Transactions	$5,760.00	$408.00	$408.00
Planning	$9,072.00	$288.00	$288.00
Finance	$2,448.00	$696.00	$696.00
Bonds	$1,824.00		
Litigation	$19,083.00	$5,162.50	$5,162.50
Personnel/Payroll	$576.00	$72.00	$72.00
Successor Agency	$1,008.00	$792.00	$792.00
Public Works/Engineering	$2,064.00	$552.00	$552.00
Code Enforcement	$312.00	$432.00	$432.00
Pitchess Motion (Peace Officer Personnel Records)	$1,296.00		
Attendance at Council Meetings & Advice on Same	$8,448.00	$1,848.00	$1,848.00
Grand Jury	$552.00	$133.00	$133.00
Discounted Hours	-$792.00	-$240.00	-$240.00
Total	**$59,595.00**	**$17,583.50**	**$17,583.50**

Firm: Law Offices of Gregory L. Myers

Fiscal Year total only; no additional expenditures are expected for City Attorney Services, however Mr. Myers does handle some litigation for the City both directly and through the City's risk insurance pool, Central San Joaquin Valley Risk Management Authority (CSJVRMA).

Matter	Charges
	FY 18/19 Total
Advice on Intermodal Facility Tenant Agreements	$159.00
Total	**$159.00**

Firm: Madera County District Attorney's Office

Billing Period: March 2019 through June 2019, resolved cases only

Matter	Charges
	FY 18/19 Total
Prosecution Services	$358.38
Administration Fee	$43.00
Total	**$401.38**

FINANCIAL IMPACT:

For FY 2018/19, salary savings from the original adopted budget were moved into contracted services to cover the expenses listed in this report. The remainder of the budget for that Department was left intact while Council determined which service delivery model would be used going forward. Exhibit 1 to this report shows the FY 2018/19 City Attorney Department Budget and Expenditures to date. A final accounting of the total department expenditures will be part of the year-end close process that the Finance Department is currently conducting.

For FY 2019/20, Council entered into an agreement for a contract service delivery model going forward effective August 8, 2019. When the FY 2019/20 operating budget was originally adopted, the City Attorney Department Budget was proposed similar to FY 2018/19 as the long term service delivery model was not yet known. The Finance Department is working on calculating charges to date for this fiscal year and will then collapse the remaining funds into the contracted legal services line item. Examples of such charges would be costs associated with the recruitment and Request for Proposals process, janitorial services for the space, and other similar charges typically split amongst City Hall departments by their square footage portion of the building. Exhibit 2 to this report shows the FY 2019/20 City Attorney Budget.

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:
1. Exhibit 1: City Attorney's Department Revised Budget and Expenditures to Date for FY 2018/19
2. Exhibit 2: City Attorney's Department Existing Budget and Expenditures to Date for FY 2019/20

FOR 2019 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1020 General Fund							
10201400 City Attorney							
4343 Interfund Charges Revenue - Le	-3,839	0	-3,839	.00	.00	-3,839.00	.0%
4348 Interfund Charges Revenue - Ad	-27,349	0	-27,349	-27,348.96	.00	-.04	100.0%
4659 Refunds and Reimbursements	-1,000	0	-1,000	-2,430.00	.00	1,430.00	243.0%
4661 Refunds and Reimb/Housing Auth	-5,000	0	-5,000	.00	.00	-5,000.00	.0%
5000 Salaries / Full-Time	275,990	-100,000	175,990	171,574.92	.00	4,415.08	97.5%
5105 Salaries - Leave Payout	21,074	0	21,074	15,571.12	.00	5,502.88	73.9%
5300 Public Employees Retirement Sy	55,331	-20,000	35,331	40,152.62	.00	-4,821.62	113.6%
5302 Long Term Disability Insurance	585	-200	385	357.34	.00	27.66	92.8%
5303 Life Insurance Premiums	171	0	171	111.73	.00	59.27	65.3%
5304 Workers Compensation Insurance	25,259	-8,000	17,259	19,000.09	.00	-1,741.09	110.1%
5305 Medicare Tax- Employer's Share	4,684	-1,600	3,084	2,816.74	.00	267.26	91.3%
5308 Deferred Compensation/Full-tim	2,293	-500	1,793	1,287.90	.00	505.10	71.8%
5309 Unemployment Insurance	420	0	420	630.00	.00	-210.00	150.0%
5310 Section 125 Benefit Allow.	39,919	-16,000	23,919	19,983.89	.00	3,935.11	83.5%
6402 Telephone & Fax Charges	1,100	0	1,100	1,831.33	.00	-731.33	166.5%
6414 Professional Dues	500	0	500	392.58	.00	107.42	78.5%
6415 Publications/Subscriptions	5,200	0	5,200	2,631.41	.00	2,568.59	50.6%
6416 Office Supplies/Expendable	1,000	0	1,000	1,311.50	.00	-311.50	131.2%
6440 Contracted Services	1,400	0	1,400	3,138.48	.00	-1,738.48	224.2%
6444 Contracted Services/ Legal	3,400	146,300	149,700	78,262.88	16,041.50	55,395.62	63.0%
6530 Conference/Training/Ed	1,800	0	1,800	60.00	.00	1,740.00	3.3%
6562 Retiree Insurance Premiums	8,952	0	8,952	.00	.00	8,952.00	.0%
6900 Interfund Charge - Fac. Maint.	5,778	0	5,778	5,778.00	.00	.00	100.0%
6902 Interfund Charges - Central Su	100	0	100	.00	.00	100.00	.0%
6918 Interfund Charges- Comp Maint	10,022	0	10,022	10,022.04	.00	-.04	100.0%
6920 Interfund Charges - Computer R	2,657	0	2,657	2,657.04	.00	-.04	100.0%
GRAND TOTAL	430,447	0	430,447	347,792.65	16,041.50	66,612.85	84.5%

** END OF REPORT - Generated by Wendy Silva **

FOR 2020 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1020 General Fund							
10201400 City Attorney							
4343 Interfund Charges Revenue - Le	-3,696	0	-3,696	.00	.00	-3,695.75	.0%
4348 Interfund Charges Revenue - Ad	-27,349	0	-27,349	.00	.00	-27,349.00	.0%
5000 Salaries / Full-Time	208,836	0	208,836	.00	.00	208,836.00	.0%
5300 Public Employees Retirement Sy	54,477	0	54,477	34,365.60	.00	20,111.40	63.1%
5303 Life Insurance Premiums	162	0	162	.00	.00	162.00	.0%
5304 Workers Compensation Insurance	21,364	0	21,364	.00	.00	21,364.00	.0%
5305 Medicare Tax- Employer's Share	3,301	0	3,301	.00	.00	3,301.00	.0%
5308 Deferred Compensation/Full-tim	2,051	0	2,051	.00	.00	2,051.00	.0%
5309 Unemployment Insurance	420	0	420	.00	.00	420.00	.0%
5310 Section 125 Benefit Allow.	32,516	0	32,516	.00	.00	32,516.00	.0%
6402 Telephone & Fax Charges	1,700	-1,200	500	171.32	.00	328.68	34.3%
6414 Professional Dues	400	-400	0	.00	.00	.00	.0%
6415 Publications/Subscriptions	3,000	-3,000	0	.00	.00	.00	.0%
6416 Office Supplies/Expendable	1,000	-1,000	0	.00	.00	.00	.0%
6440 Contracted Services	2,000	-2,000	0	62.80	.00	-62.80	100.0%
6444 Contracted Services/ Legal	80,000	8,600	88,600	17,583.50	222,416.50	-151,400.00	270.9%
6530 Conference/Training/Ed	1,000	-1,000	0	.00	.00	.00	.0%
6900 Interfund Charge - Fac. Maint.	5,674	0	5,674	.00	.00	5,674.00	.0%
6902 Interfund Charges - Central Su	100	0	100	.00	.00	100.00	.0%
6918 Interfund Charges- Comp Maint	10,202	0	10,202	.00	.00	10,202.00	.0%
6920 Interfund Charges - Computer R	2,657	0	2,657	.00	.00	2,657.00	.0%
GRAND TOTAL	399,815	0	399,815	52,183.22	222,416.50	125,215.53	68.7%

** END OF REPORT - Generated by Wendy Silva **

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: September 18, 2019

Agenda Number: B-5

SUBJECT: Consideration of a Resolution Approving Purchase Agreement with Sunnova Energy Corporation (SEC) for the Acquisition of a Solar Panel System, in the Amount of $31,712 Required to Complete the Right of Way Acquisition for the Olive Avenue Widening and Reconstruction Project and Authorizing the Mayor to Execute the Purchase Agreement

RECOMMENDATION:

Staff recommends that the City Council (Council) adopt a resolution approving the Purchase Agreement with Sunnova Energy Corporation in the amount of $ 31,712.04.

SUMMARY:

The agreement is required to close escrow for the purchase of land, dwelling, and improvements necessary for Right-of-Way (ROW). The solar system on the dwelling is owned by SEC and they have required a buyout under the terms in the Lease Agreement. Regional Surface Transportation Program (RSTP) funds are included in the FY 2019/20 Budget for ROW acquisition.

DISCUSSION:

The acquisition of the entire parcel of land at the Southeast corner of Olive Avenue and Knox Street was necessary to widen and reconstruct these streets. The acquisition from the owner included land, dwelling, and improvements at a cost of $357,000. This amount is currently in escrow. The appraised value of the land, dwelling, and improvements did not include the solar system. It is important to approve this agreement to ensure the right-of-way project can be completed.

The SEC Lease Agreement is a 25 years lien on this property and the agreement includes an option to purchase the solar system upon termination of the lease in lieu of making payments for the next 20 years. The purchase amount is based on the prorated value of the remainder of the lease as specified in the lease agreement. Also, the solar system can be removed from the dwelling and becomes the property of the City.

The $31,712.04 for payment to SEC will be processed through escrow by Chicago Title.

FINANCIAL IMPACT:

There will be no impact to the City's General Fund for the ROW acquisition and eligible relocation expenses costs for this project. (RSTP) funds were used for right-of-way acquisition and relocation costs and these funds are included in the City's 2019/20 Budget, Account No: 41315320-7050.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 126 – The Project supports this strategy for providing clean, attractive streets that are safe and aesthetically pleasing.

Strategy 138 – The Project supports this strategy to establish and enforce ADA standards throughout the community.

ALTERNATIVES:

None as City is bound by the contents of the SEC Lease Agreement.

ATTACHMENTS:

1. Resolution

Attachment 1

Resolution

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A PURCHASE AGREEMENT WITH SONNOVA ENERGY CORPORATION FOR THE ACQUISITION OF A SOLAR PANEL SYSTEM, IN THE AMOUNT OF $31,712.04 REQUIRED TO COMPLETE THE RIGHT OF WAY ACQUISITION FOR THE OLIVE AVENUE WIDENING AND RECONSTRUCTION PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE AGREEMENT

WHEREAS, the City Council of the City of Madera has approved the Olive Avenue Widening and Reconstruction Project between Gateway Drive and Knox Street and Knox Street between Neplus Way and Olive Avenue (Project);

WHEREAS, the acquisition of land and improvements, adjacent to Olive Avenue and Knox Street, is necessary for the widening and reconstruction of the Project;

WHEREAS, the Purchase Agreement for a Solar Panel System is required to close escrow and complete the acquisition of land and improvements that is necessary for right of way to construct the Project; and

WHEREAS, in April 1996, the City of Madera adopted a Mitigated Negative Declaration for the East Olive Avenue Plan Line and Building Set Back Project (East Olive Avenue Plan Line) for the widening of Olive Avenue to a 100 foot right of way arterial standard street. The Mitigated Negative Declaration was certified based on an Initial Study in conformance with the California Environmental Quality Act (CEQA). The Addendum to the Mitigated Negative Declaration for the widening of East Olive Avenue to 100 feet right of way arterial standard was approved by the Madera Planning Commission on November 10, 2015.

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 City Council of the City of Madera approves the Purchase Agreement, a copy of which is attached hereto as Exhibit A and incorporated by reference.

3. The Finance Director is authorized to make the payment in the amount of $31,712.04 to Chicago Title Company.

4. The Mayor is authorized to execute the Agreement.

5. This resolution is effective immediately upon adoption.

* * * * * * * *

EXHIBIT A

Purchase Agreement

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is entered into between Sunnova Energy Corporation ("Sunnova") and its partners, subcontractors, affiliated entities, assigns and their representatives, directors, officers, agents, employees and attorneys ("Released Parties") and the City of Madera ("Buyer") (collectively "Parties"), regarding purchase of the Solar Panel System ("System") installed at the property located at 1280 East Olive Avenue, Madera, CA 93638 ("Property") under Contract Id. No. 00EG18.

In consideration of the mutual promises and the respective agreements and conditions contained herein, and intending to be legally bound, the Parties agree as follows:

1. Sunnova installed the System on the Property pursuant to the Solar Services Agreement ("SSA") between Sunnova and the Property's previous owners. The Buyer recently purchased the home.

2. The Buyer will pay $31,712.04 ("Purchase Amount") to Sunnova to terminate the SSA and purchase the System.

3. The SSA entered into between the Customer and Sunnova will be cancelled and neither the Customer, the Buyer, nor Sunnova will have any remaining duties or responsibilities under the SSA, including, but not limited to, any production guarantees or limited warranties.

4. The UCC-1 Fixture Filing related to the System will be removed and terminated upon execution of the Agreement and receipt of the Purchase Amount.

5. For consideration of the Purchase Amount and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sunnova does hereby sell, assign, transfer, and convey to the Buyer all of Sunnova's rights, title and interest in and to the System, free and clear of all security interests, mortgages, pledges, liens or other encumbrances, and the Buyer do hereby receive and accept such assignment of the System.

6. Sunnova represents and warrants that it is the sole owner of the System subject to this Agreement and has good and marketable title thereto, free and clear of all liens, claims, security interests, pledges, encumbrances, and equities of every kind. There are no options, warrants, subscriptions, commitments, or rights of any person to acquire the System. Sunnova has all requisite entity power and authority to execute and deliver this Agreement and the transactions contemplated hereby and to perform its obligations hereunder.

7. The Purchase Amount does not include the cost to remove the System from the Property.

8. BUYER REPRESENTS AND WARRANTS THAT BUYER HEREBY ACCEPTS THE SYSTEM IN IN ITS PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS

IS" AND "WHERE IS" WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE) AND WITHOUT RELYING UPON ANY REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED) OF SUNNOVA OR ANY OF THE RELEASED PARTIES. SUNNOVA HAS NOT MADE AND DOES NOT HEREBY MAKE AND HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SYSTEM, ITS CONDITION, AND ITS INSTALLATION (INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY REGARDING DESIGN, QUALITY OF CONSTRUCTION, CAPACITY, CONDITION, STATE OF REPAIR, WORKMANSHIP, MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, SUITABILITY OR PERFORMANCE) AND THE BUYER HAS NOT RELIED ON ANY SUCH REPRESENTATIONS OR WARRANTIES BY SUNNOVA OR ANY OF THE RELEASED PARTIES.

9. **THE BUYER INTENDS THAT THE FOREGOING RELEASE SHALL BE EFFECTIVE AS A BAR TO ALL ACTIONS, CAUSES OF ACTION, CLAIMS, DEMANDS AND RECOVERIES OF WHATSOEVER CHARACTER, NATURE AND KIND, WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, INCLUDING, WITHOUT LIMITATION, FRAUD, VIOLATION OF LAW, BREACH OF DUTY, COMMON LAW, EQUITY, STATUTORY RIGHT, STRICT LIABILITY, UNDUE INFLUENCE, DURESS, NEGLIGENCE, GROSS NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, THEORY OF LEGAL LIABILITY, OR OTHER THEORY RELATING TO THE SSA, THE PROPERTY, OR THE SYSTEM, INCLUDING, BUT NOT LIMITED TO, THOSE RELATING TO OR BASED ON THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT AND/OR CONCURRENT, ACTIVE OR PASSIVE.**

10. **THE BUYER COVENANTS AND AGREES NOT TO BRING ANY CLAIM, ACTION, LAWSUIT OR PROCEEDING AGAINST THE RELEASED PARTIES, DIRECTLY OR INDIRECTLY, REGARDING THE MATTERS RELEASED HEREIN. THIS RELEASE MAY BE PLED AS A FULL AND COMPLETE DEFENSE TO ANY CLAIM, ACTION, LAWSUIT OR OTHER PROCEEDING BASED ON ANY CLAIM REGARDING THE MATTERS RELEASED HEREIN.**

11. **The Buyer expressly acknowledges and agrees that the Released Claims shall extend to claims that the Buyer does not know or suspect to exist at the time of the release, including without limitation, those which, if known, might have affected the decision to enter into the release or to object or not to object to this Agreement ("Unknown Claims"). The Buyer agrees to waive and does hereby waive and relinquish to the fullest extent permitted by law, any and all provisions, rights, and benefits conferred by any law of the United States or any state or territory of the United States, or principle of common law, which governs or limits a person's release of unknown claims. Further, with respect to any and all of the Released Claims, including any**

and all Unknown Claims, the Buyer shall be deemed to waive and does hereby waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides as follows:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR . . . .**

The Buyer also shall be deemed to waive and does hereby waive any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code § 1542. The Buyer acknowledges and agrees that it may discover facts in addition to or different from those that the Buyer now knows or believes to be true with respect to the Released Claims, but that it is the Buyer's intention to fully, finally, and forever settle and release with prejudice any and all Released Claims, including any and all Unknown Claims, hereby known or unknown, suspected or unsuspected, which now exist, heretofore existed, or may hereafter exist, and without regard to the subsequent discovery or existence of such additional or different facts. The Buyer acknowledges and agrees that the inclusion of Unknown Claims in the definition of Released Claims was separately bargained for and was relied upon by each Party in entering into this Agreement.

12. The Agreement shall be interpreted under and shall be construed in accordance with the laws of the State of California. The Agreement shall be binding upon, and inure to the benefit of, the Property and the Parties and each of their respective partners, heirs, executors, successors, assignees or administrators as applicable.

13. The Buyer further represents and warrants that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement.

14. The Agreement is a compromise and settlement of the dispute between the Parties regarding the System and the Agreement and nothing in this Agreement shall be treated as an admission of liability by any Party.

15. The Buyer acknowledges and agrees that the commitments of release and indemnity above constitute an integral part of the Agreement and recognize the right of the Released Parties to take whatever means are necessary to enforce those provisions, including obtaining emergency, temporary, and/or permanent injunctive relief, in addition to, and not in lieu of, such other remedies as may be available to the Released Parties.

16. If any provision herein is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be severed herefrom. The Agreement shall be construed and

enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect.

17. All agreements, covenants, representations and warranties, express and implied, oral and written, of the Parties to this Agreement concerning its subject matter are contained herein. The Parties represent and acknowledge that in executing this Agreement, they do not rely and have not relied upon any other agreement, covenant, representation, statement or warranty, express or implied, oral or written, whether made by the Parties, or any other person or entity, with regard to the subject matter, basis or effect of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter of this Agreement are merged herein. This is an integrated agreement.

18. The Parties acknowledge that this Agreement has been reviewed and has been approved as to its form and content. The Parties agree that this Agreement is to be construed and interpreted without regard to the identity of the Party drafting this Agreement.

19. Each of the Parties covenants, agrees, represents and warrants that the persons executing this Agreement are authorized and empowered to enter into and execute this Agreement for and on behalf of the person or entity they represent.

The Parties have read the above document and understand and agree to the terms thereof.

Andrew J. Medellin Mayor	Date
Roger Boneno Vice President, Pricing and Market Analytics	Date

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: September 18, 2019

Department Director

Arnoldo Rodriguez, City Manager

Agenda Number: B-6

SUBJECT:

Consideration of a Resolution Approving 2019/2020 CDBG Agreements for Services with the Madera Coalition for Community Justice (MCCJ) in the amount of $25,000.

Consideration of a Resolution Approving an Agreement for Services with the City of Madera Parks and Community Services (PCS) Department in the amount of $39,238.

RECOMMENDATION:

Staff recommends City Council (Council) adopt a Resolution approving an agreement with MCCJ in the amount of $25,000 to support its Youth Leadership Program and a Resolution approving an agreement with City of Madera PCS Department to provide Seniors with nutritious meals, support with healthy food choices, development of technology skills and education about fraud targeting seniors, in the amount of $39,238.

SUMMARY:

Allocations to fund these programs were approved during the Council meeting on June 19, 2019. At a subsequent meeting on September 4, 2019, Council increased the original allocations to the amounts listed on these agreements. Both staff and the Block Grant Commission have reviewed the proposed projects and activities for consistency with the U.S. Department of Housing and Urban Development's (HUD) requirements and priorities for CDBG funding and determined that these activities meet HUD's criteria.

DISCUSSION:

Following HUD's initial review of the 2019/2020 Action Plan, staff incorporated HUD's recommendations on modifications of the Action Plan and obtained concurrence from the Block Grant Commission and approval from Council to make such modifications. The agreements represent the outcome of the approval. Council previously approved eight agreements under the

2019/2020 Action Plan. The two subject agreements would finalize all allocations and agreements for City's 2019/2020 Action Plan.

All of the funded programs and projects under this Action Plan align with the 2015/2019 Consolidated Plan priorities. The programs were also rated and ranked highest priorities by residents for the 2019/2020 Action Plan. Following tonight's meeting, staff will distribute agreements and resolutions to program and project awardees. Staff will hold agencies and City departments accountable for delivering their activities and projects by tracking quarterly reports and invoices and will keep Council appraised of such progress or of any concerns with the subrecipients' progress. Should there be a need to reprogram funds, staff will bring a recommendation to Council for consideration.

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 332:* Youth Services: Expand comprehensive services for Madera's youth, including employment opportunities, community activities, sports programs, performing arts, and after-school programs.
- *Strategy 337:* Develop programs for Maderans of all ages with an emphasis on youth and senior activities.

ALTERNATIVES:

Potential Council alternatives include:

- Deny approval of the Agreements.
- Deny approval of the Resolutions.
- Direct staff to obtain new Agreements.
- Direct staff to draft new Resolutions.

ATTACHMENTS:

- Resolutions (2)
- Agreements (2)

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 ($25,000) WITH THE MADERA COALITION FOR COMMUNITY JUSTICE

WHEREAS, staff recommends Council approve the Agreement for Services with the Madera Coalition for Community Justice; and

WHEREAS, during a meeting on September 4, 2019, Council increased the original allocation to the amount included under this agreement; and

WHEREAS, both staff and the Block Grant Commission have reviewed this program for consistency with the U. S. Department of Housing and Urban Development's requirements and priorities for CDBG funding.

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 Agreement for Services with Madera Coalition for Community Justice in the amount of $25,000.
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.

* * *

Exhibit 1

Madera Coalition for Community Justice

Youth Leadership Program

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of September 18, 2019.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and Madera Coalition for Community Justice, hereafter referred to as the "CONTRACTOR."

RECITALS:

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

WHEREAS, the Madera City Council has determined a program to support youth through a holistic approach to student's health and academic success, training in leadership and community engagement. To include parents in a 12-week leadership workshop. To empower at-risk students and provide a safe welcoming place to connect, share coping and stress reduction techniques to manage school while facing severe instability at home 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 consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the CITY Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

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

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the CONTRACTOR in the performance of this Agreement and shall be documented to the CITY by the fifteenth (15th) day of the month following the end of the quarter. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "B" and incorporated herein by reference.

The total obligation of the CITY under this Agreement shall not exceed $25,000 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 thereof. CONTRACTOR and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2018 and shall end its performance June 30, 2019, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

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

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

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. Reports/Required Notifications

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

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

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

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

c. CDBG Reporting Requirements

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

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

8. Assignment

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

9. Subcontracts

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

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

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

10. Conflict of Interest

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

11. Discrimination

a. Eligibility for Services

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

The CONTRACTOR's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by

calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. CONTRACTOR shall comply with requirements set forth in Exhibit D, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

12. Termination

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

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

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

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

13. Amendments

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

14. Administration

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

15. Evaluation

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

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

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

16. Governing Law

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

17. Reversion of Assets

The CONTRACTOR must obtain prior written approval from the CITY whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR shall reimburse the CITY in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for

the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the CITY of these obligations.

18. Breach of Agreement

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

19. No Third Party Beneficiaries

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

20. Indemnification

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

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:

- $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 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. Service Provider 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.

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.

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 Service Provider, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Service Provider 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)

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.

23. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded CONTRACTOR has violated federal rules and regulations and HUD requires repayment of CDBG funds, then THE CONTRACTOR shall repay any CDBG funds within 90 days of a written request from CITY.

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: _____

MADERA COALITION FOR COMMUNITY JUSTICE

By: LOURDES HERRERA
Lourdes Herrera, Executive Director

Date: 09/03/2019

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantu Montoy, City Attorney

Date: _____

Exhibit A

[redacted] Resilient Madera 2.0

Summary: The proposed project will build on the successful Resilient Madera I which was funded in FY 2018-19. Resilient 2.0 is specifically designed to help the low-income and young people of color in succeed and will target students who are significantly more likely to experience childhood trauma and have compounded obstacles to overcome before reaching their educational and career goals. Many of these students have many obstacles on their way to college and career paths. The Resilient Madera project will support youth through a holistic approach to student's health and academic success, while training in leadership and community engagement. During the course of the program, youth will engage in activities that contribute character development and promote acquisition of academic knowledge and skills in order to increase their likelihood of reaching their college and career goals. In concluding the program, youth within the cohort will be applying their newly developed leadership skills to develop community-driven campaigns to benefit their families, schools and neighborhoods. The teaching philosophy will be popular education and the methodology used will be small group activities, guest presentations, hands-on learning, role play and reflection. To empower at-risk students, MCCJ will first facilitate leadership training that provides them all the tools to excel academically, while acknowledging that they are in need of a support system that addresses their unique challenges and gives them skills to cope, reduce stress and become resilient leaders.

Problem Presented: Eastside Madera is the home of many low-income, Latino and farmworker families. Most exist on the economic and social margins of the community. Parents of these families lose control of their children when they enter middle school. The latter are offspring of recent immigrants. Many of these youth struggle to adapt to the American culture while retaining some of their rural Mexican identity. The confluence of these forces has wide-ranging consequences on the social life of these youth. Youth hanging out with nothing to do, detached from family influence, unfamiliar with and uncommitted to school, and in fear of the law, gradually become rooted in this negative subculture. It's no surprise that Madera has one of the highest gang affiliation rate per capita, juvenile arrests, felony convictions and incarceration.

Madera County- Stats.	Year	County	Rank in State
Teen Pregnancy	2012	44.6 per 1000 of youth gives birth	3rd highest county
High School Dropouts:	2013	14.7% of youth dropout of high school	10th highest county
Children Living in Areas of Concentrated Poverty	2008-2012	27.6% of youth live in concentrated poverty	5th highest county
Food Insecurity	2013	30.6% of youth live in food insecure households	10th highest county
Youth Incarceration	2013	9.5 per 1000 youth has a felony arrest	11th highest county

** All data sourced from kidsdata.org*

Research continues to show a direct link between childhood trauma (Adverse Childhood Experiences) and student's academic success, mental, emotional and physical health. We know that our students can not perform well in school while they are sick, and we must be innovative in our strategies of intervention. It's shown that children without support and protection from adults, children who experience toxic stress are at higher risk for health and social problems. Like other innovative youth development programs in the state, we believe the young people of

Madera need more systems of social_emotional support alongside educational development in order to meet their day to day needs, reach their career and college potential success, become leaders in their communities and live long and healthy lives. "The Search Institute* identifies 40 measurable assets of young people, including support by parents or other adults, community service, involvement in extracurricular activity, academic goals, skill in making decisions, positive values, a positive view of one's own future, and social skills.4 In working to encourage young people to develop and rely on their own assets, the most promising programs focus on each young person's abilities while taking into consideration his/her individual family, social, cultural, and school environment. Such programs focus on developing young people's self-esteem, self-efficacy, and self-worth. The thrust of youth development—also known as life options—programs must be flexible to be able to meet the individual needs and build on the individual assets and strengths of each young participant. By tailoring services to meet the needs and build on the assets of the individual, these programs motivate young people to work toward achieving successful futures.

Existing Services: Given the thousands of youth in the City and the dearth of youth-serving programs, the overwhelming majority simply go unserved. There are other youth-serving entities but none in the manner proposed. It targets at-risk youth first and foremost. Project's approach to leadership is geared towards learning by service to community.

Complementary: To the extent practical, this project will supplement what currently exists. No duplication of services.

National Objective - Activities benefiting lower-income persons/households.

Measurable objectives - Youth services.

Workplan: Resilient Madera will be modeled on the successful leadership training initiative championed by ex-President Obama, "My Brother's Keeper." This initiative has since been adopted by communities and organizations to create successful programs such as: Alliance for Boys and Men of Color- supported by The California Endowment, La Cultura Cura- supporting young men and women to become leaders through culturally based practices, United Students- a project of East LA's Inner-City Struggle and Fresno Unified's Men's and Women's Alliance programs. All of these programs aim to help young people who traditionally struggle to graduate high school and go on to college.

The first component of this program seeks to provide a safe and welcoming place to connect, share coping and stress reduction techniques on how to manage school while facing severe instability at home and pressure to engage in gangs or other risky behaviors. The second goal of this program is to provide students who are less likely to graduate and go on to college, the information and support to be successful in a college or career path and to encourage growth in their self_esteem and facilitation skills, in order to make broad change in Madera. Whether they are focused on bullying on their school campus or advocating for better bus access in their area

of town, they are experts in creating solutions to their communities' struggles and are capable of leading holistically supportive and genuine community engagement through circles and forums. There are three primary outcomes for the project: (1) Each session will be made up of 25-35 youth participants, with sessions held weekly. The program will run on a year-round basis, with curriculum cycles coinciding with the spring, summer and fall school schedule. Each curriculum cycle we will be accepting new students but youth are encouraged to stay with our program throughout their high school career. Each youth session will allow the participants to create a safe and connected circle of support with other young people and their adult allies. Throughout the sessions, youth will learn about mindfulness and other techniques to help counteract the effects of Adverse Childhood Experiences, to seek the help they need to succeed, to build self-esteem, efficacy and self-worth, to know what it feels like to be valued, engage in positive decision-making and to be a leader.

(2) MCCJ will build upon previous success and ongoing college-readiness/preparatory assistance. Students will learn about A-G coursework requirements. Seniors will be given a checklist of required filings and deadlines. All youth participants will create a personalized "Individual Empowerment Plan" to help them track progress and reach their goals. Students can participate at any point in the educational path. Whether they are just starting high school or graduating this year, we will work together to map out their path to college and career. Students will meet with counselors, college representatives and campus students while attending college campus tours (UC Merced, CSUFresno, a private university and UC Berkeley or Stanford). Parents will also be offered opportunities to engage as active participants in fulfilling their student's Individual Empowerment Plan.

(3) Youth from this program will be developing two service learning projects that involves environmental science. The exact topic can range from air quality to water safety. Youth will investigate to identify viable community issues, conduct research, gather and analyze date, plan design, implement and evaluate each project. The goals and objectives of the respective project will be determined by the youth team. The task of the youth-lead activities is designed to build team work to develop a community-driven campaign that addresses a local need.

Evaluation will measure program outcomes and process. Program effectiveness will be determined by comparing accomplishments to the stated objectives and activities that will be set forth in a work plan. Important criteria include completion of tasks, attaining recruitment goals and compliance with budget outlay. There are important indicators that will measure successes or failures. In terms of the youth: retention rate of over 60% of participants; increase knowledge confidence and skill in conducting research, planning, advocacy and evaluation; clear understanding and commitment to project mission; 75% of members participate in project activities, events and training; 60% of members participate in college outreach and preparation; establish stronger relationship with each other and with adult mentors; development of a core group of members who assume roles as mentors and trainers of fellow peers; and, increased knowledge of current

events and local issues. Project shall document the additional service-learning project activities undertaken by youth. Reports will be made available to City upon request.

- See above. There will be periodic evaluations by participants and partners on the program and/or activities. These important "lessons learned" will be shared with participants, community partners, the organization and board. Process will be evaluated through quarterly activity and budget reports. Review and updates will be provided by the director to the board monthly.

Other Financial Resources & Other Fundraising Opportunities - There are no other application(s) pending for this project.or planned. No fund raising anticipated.

Public Input – Survey conducted with parent and student groups. Their input directly caused the board of directors to direct of the continuance of Resilient Madera 2.0. No surveys data was kept.

Area of service - Services are confined to City of Madera.

Overflow of clients - Overflow of potential participants will be wait-listed and placed when there are openings.

Prior Success - Resilent 2.0 continue the very successful program (funded in 2016 & 2018) working with youth, by integrating the dynamic interaction of community service with academic learning and leadership development. The new proposal will expand it to include a parent component. The two-tier program will strengthen relationships between students, parents and community to support and compliment school learning and community engagement.

Past Performance - MCCJ has been receiving CDBG funding from City for many years including 2011-18 and has successfully completed the contracts despite some periodic reporting glitches.

Level of Services - No new or increased level of services will be provided.

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 2019 to June 30, 2020

NAME OF ORGANIZATION: **Madera Coalition for Community Justice**
219 S. D Street
Madera, CA 93638

PROJECT TITLE: **Resilient Madera**

MONTH/QUARTER AND YEAR OF REPORT: _____, 20__

I. CLIENT INFORMATION:

1. **Total number of clients receiving service this month: _____**

2. **Number of unduplicated individuals provided service this month: _____**

3. **Number of unduplicated individuals provided services year-to-date: _____**

4. **Number of people refused services this month: _____**

   Reason(s) services were denied: _____
   _____
   _____
   _____

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH: (Items 5 through 10)

5. **Female Head of Household: _____**

6. **Income Level by Family Size:**

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	$33,450	$38,200	$43,000	$47,750	$51,600	$55,400	$59,250	$63,050
Minimum Annual Income	$12,550	$14,350	$16,150	$17,900	$19,350	$20,800	$22,200	$23,650
Total								

7. **What outreach was done to reach and serve a broader representation of youth?**

8. **Provide details and documentation to demonstrate program participants are advancing their education or career development. This is in addition to the number and names of youth attending field trips to colleges.**

9. **Objectively demonstrate improvement to the program participant's skills because of participating in the program. Provide details and documentation to support a measurable outcome.**

10. **Provide data and/or explain how you can demonstrate that participation in the program is reducing dropout rates and unexcused absences in school.**

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

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

PROJECT BUDGET

INCOME SOURCE	AMOUNT
CITY	25,000
UNITED WAY	
STATE (SPECIFY)	
FEDERAL (SPECIFY)	
SERVICE FEES	
FUND RAISING	
DONATIONS	
RESERVE/CONTINGENCY	
OTHER (Provide Source)	
TOTAL BUDGET	25,000

SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	15,500
BENEFITS	0150	3,400
SERVICES & SUPPLIES		1000
INSURANCE	0200	800
COMMUNICATIONS	0250	500
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	500
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	
UTILITIES	0500	
TRAVEL (ADMIN.)	0550	500
FOOD SUPPLIES	0600	
CONTRACTS	0650	
TRANSPORTATION	0700	2800
FUND RAISING	0750	
TOTAL		25,000

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

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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 ($39,238) WITH THE CITY OF MADERA PARKS AND COMMUNITY SERVICES DEPARTMENT

WHEREAS, staff recommends Council approve the Agreement for Services with the Parks and Community Services Department; and

WHEREAS, during a meeting on September 4, 2019, Council increased the original allocation to the amount included under this agreement; and

WHEREAS, both staff and the Block Grant Commission have reviewed this program for consistency with the U.S. Department of Housing and Urban Development's requirements and priorities for CDBG funding.

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 Agreement for Services with the City of Madera Parks and Community Services Department in the amount of $39,238.
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.

* * *

Exhibit 1

Parks and Community

Services Department

Senior Services Program

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of September 18, 2019, between The City of Madera hereafter referred to as “CITY”, and the City of Madera Parks and Community Services Department, hereafter referred to as the "CONTRACTOR."

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 support staffing, supplies and associated programming costs for recreation and enrichment at two congregate sites with a meal program at each site 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 provide seniors with recreation health, wellness and nutrition at two congregate sites 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 (15^{th}) 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 $39,238 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 July 1, 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.

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: _____

CITY OF MADERA PARKS AND COMMUNITY SERVICES DEPARTMENT

By: _____
John Scarborough, Interim Parks Director

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

RECEIVED 3-6-19R 4:33 PM

GRANT APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

For All Grant Applicants (Include all the following in your application)

1 original completed application ■ **Font: 12 point** ■ **Paper: 8 1/2 x 11** ■ **Single-sided, no double-sided pages, single-spaced and numbered consecutively** ■ **One-inch top, bottom, left and right margins** ■ **Stapled, upper left-hand corner, not bound** ■ **Double-checked for grammar and spelling errors** ■ **No emailed applications** ■ **No dividers**	■ **Grant Application Coversheet**
	■ **Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)**
	■ **Program/Project Timeline**
	■ **Budget Table**
	■ **Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead, 2-Page Limit Per Individual)**
	■ **Marketing/Outreach Plan**
	☐ **Client Eligibility/Income Verification Plan (If Not Assumed Benefit)**
	■ **Letters of Support**

CITY OF MADERA

CDBG 2019/2020 GRANT CYCLE

APPLICATION COVERSHEET

Applicant Name: City of Madera – Parks & Community Services Department
Physical Address: (Street, City, State, Zip Code) 701 East 5th Street, Madera, CA 93638
Mailing Address: (Street, City, State, Zip Code) 701 East 5th Street, Madera, CA 93638
Program Name: Madera Senior Nutrition and Recreation Programs
Non-profit Federal Internal Revenue Code Section 5019(c)(3) status: Tax ID Number: 94-6000365
Grant Administrator – Manages Day-to-Day Tasks of Program
First and Last Name and Title Mary Anne Seay, Director of Parks & Community Services
Grant Administrator Telephone Number and Email Address 559.661.5491 mseay@cityofmadera.gov
Amount Requested: $100,000
Additional Sources and Amounts: FMAAA (approximately $24,000); senior donations ($3,300); fundraising ($4,500); and City of Madera's General Fund (approximately $,000).

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE 2019/2020 PROPOSAL APPLICATION
PART 1 (PAGES 3 THROUGH 8)

Priority Needs for the 2019/2020 Action Plan	
Homeless Services and Facilities	To provide funding for services and facilities serving the homeless, persons and households at risk of homelessness
Youth Services	Programs to engage youth in leadership, college readiness, employment and life skills training.
Senior Services	Programs, services and community facilities to support seniors' wellness, nutrition and recreation.
Public Facility Improvements	Installation or reconstruction of high priority public facilities and improvements to parks, storm drainage, sewer and water facilities, streets, bike lanes and sidewalks.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	7,000	
2. Indicate the total number of unduplicated clients you intend to serve during the term of this proposed program/service (12 months).	500	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the criteria.)		X
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

If yes to No. 3 above, then please explain and limit your response to the space below.

Provide the following demographic information for the total number of unduplicated clients as indicated in No. 2 above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
						20	100	380
GENDER	Female	350						
	Male	150						
FEMALE HEAD								

Ethnic Categories*	No.
Hispanic or Latino	350
Not-Hispanic or Latino	150
Racial Categories*	
American Indian or Alaska Native	6
Asian	0
Black or African American	30
Native Hawaiian or Other Pacific Islander	2
White	120
Other	342

***Definitions of these categories may be found on the next page.**

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.

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."

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.

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.

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.

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."

Native Hawaiian or Other Pacific Islander. A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White. A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Madera City Council meets twice per month; the first and third Wednesday of each month. In the event a regularly scheduled meeting lands on a holiday, the Council meets the following business day.

What was the average number of Board members attending meetings last year? 7

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

4 Minimum 7 Maximum

Please provide the following information:

Date of Incorporation: 1907

IRS Employer Number: 94-6000365

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

Andrew J. Medellin, Mayor, Mayor, Self-employed, 8 years of service
Cecelia Gallegos, Council Member, Teacher, 3 years of service
Jose Rodriquez, Council Member, Self-employed, 2 years
Steve Montes, Mayor Pro-Tem, Code Enforcement for City of Fresno, 2 months of service
Derek O. Robinson Sr., Council Member, Retired, 7 years of service
Santos Garcia, Council Member, Central Valley Labor Council, 2 months of service
Donald E. Holley, Council Member, Retired, 7 years of service

The Mayor and each Council Member may be reached at the following:

Madera City Hall
205 W. 4th Street
Madera, CA 93637
(559) 661-5409

FINANCIAL:

How often are financial records audited, and by whom? Senior Service budgets are tracked regularly by staff. Internal Parks & Community Service Department practice is to review budgets on a quarterly basis. The Senior Program is subject to being audited twice annually. Separate audits occur by the Fresno Madera Agency on Aging and by Price Paige and Company; they can be reached at (559) 299-9540, fax (559) 299-2344 or website www.ppcpas.com.

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

If so, for how much? $1,000,000

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

None

List any outstanding obligations:

None

RESOLUTION/CERTIFICATION:

We, the Board of Directors of N/A do hereby resolve that on _____, 2019, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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

Dated: _____, 2019

AGENCY NAME: City of Madera – Parks & Community Services

ADDRESS: 701 East 5th Street, Madera, California 93738

TELEPHONE: (559) 661-5495

By: _____
Mayor, City of Madera

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

By: _____
Director, Parks & Community Services Department

RETURN THIS ORIGINAL TO:

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

DUE DATE: **March 8, 2019; 5:00 p.m.**

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

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.

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.)

The City of Madera's Parks & Community Services (PCS) Department offers programs and services for the senior citizens of Madera. Seniors are defined as individuals 60 years of age and older. In recent years, staff has charted increased attendance in each of our program areas because of aggressive CDBG goals, an improved marketing & program plan as well as an increasing senior population. While the interest and demand for senior services continue to grow in Madera, revenues have continued to decline. Without additional sources of funding, the City of Madera would have no recourse but to reduce existing service levels to Madera's seniors.

Parks & Community Services employees manage senior services and programs at two congregate sites in addition to providing home-bound meal deliveries (Meals on Wheels) throughout the City. Staff is seeking Community Development Block Grant (CDBG) resources in the amount of $100,000 to support staffing, supplies and associated programming costs for our suite of senior activities which are in Madera's disadvantaged neighborhoods at the Frank Bergon Senior Center and the Pan American Community Center.

The requested CDBG funding would enable the City to continue to host and enhance the following programs and services for seniors:

1. **Senior Meal Program** – The City of Madera provides a nutritious and balanced meal five days per week throughout the year, excluding holidays at our two senior sites. The Meals on Wheels program delivers 7 nutritious meals per week, including fresh vegetables/fruits, milk and bread to qualified home bound seniors. When resources are available from another funding source, Fresno Madera Agency on Aging (FMAAA), additional snacks and/or shelf stable meal packages are also provided.
2. **Wellness and Nutrition Programs** – Fitness programs offered throughout the week could include Tai-Chi, aerobics, Yoga, walking, Zumba, balance & stretching and others. Nutritional healthy food education/classes are provided on a regular basis. Presentations on enhancing wellness, improving healthy living, managing depression, and safety at home are given regularly.
3. **Recreation and Educational Programs** – The City augments its daily service for seniors with a variety of recreation and educational programs that includes discussions on senior fraud/scams led by local law enforcement, technology related programs, arts & crafts, social dances, karaoke, and a wide variety of local excursions and regional trips.

EXISTING SERVICES: List other agencies currently addressing the need or problem described above.

The City of Madera is the only agency within the City that provides seniors with home delivered and congregate meal services and the variety of programs within the city limits that the City's Parks and Community Services Department offers.

Explain how your program supplements or complements existing services without duplicating them.

Not applicable.

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

Goal #1: The City will implement new local and regional recreational and educational programs for seniors. Participants will self-report a greater understanding of their community and a healthier life style.

Objective #1: The City will provide regional excursions that expose seniors to art galleries, special cultural events, garden exhibits, farmer's markets, and marketplace experiences that promote lifelong learning of the arts and exposure to various cultures.

Objective #2: The excursions will provide the senior with opportunities to socialize, exercise through walking, shop for healthy fruits and vegetables and promote a better quality of life.

Goal #2: The City will implement new wellness and recreation programs for seniors. Participants will self-report greater life satisfaction and wellness as a result of participating in City provided programming.

Objective #1: The City will provide wellness presentations and programs for seniors to socialize and meet new friends thus providing a wellness experience that promotes healthier self-esteem.

Objective #2: The City will provide a monthly social dance program for seniors to interact and socialize. The art of dancing is a great exercise activity that provides greater range of motion movement, better balance and a sense of wellbeing.

The City of Madera's Senior Service Programs have a system of checks and balances to ensure efficiencies, goal achievement and quality service. In addition to regular site visits, staff observation, employee evaluations, and program audits, we distribute and collect regular customer satisfaction surveys. The data collected from these surveys is compiled, analyzed and used as a means to grow and improve service. (See attached employee evaluation, visitation check-list, and customer satisfaction service survey.)

Which National Objective does your program meet?

The City of Madera Senior Service Program meets the national objective of benefiting low and moderate-income persons. Most program participants in the City of Madera meet the low-income criteria. In the rare circumstance where this is not the case, all program participants are seniors and therefore meet the qualifications as defined by CDBG.

Which measurable objectives does your program meet?

Objective #1: The program areas listed above will each achieve at least a 10% increase in duplicated services provided over the grant period.

Objective #2: The average score on self-reporting surveys for life satisfaction will rise 10% over the grant period.

Objective #3: The average score on self-reporting surveys for wellness will rise 10% over the grant period.

How will your program meet its goals in one year?

The City of Madera Senior Services Program will meet its goals by monitoring monthly meal consumption and quarterly reports that demonstrate goals and objectives are being met to ensure low and moderate-income persons are receiving meals, social interaction and recreation programming detailed in this grant application.

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.

1) The Fresno Madera Area Agency on Aging (FMAAA) offers grant funding to help offset costs of senior services programs.
2) Some seniors make anonymous voluntary donations to the programs. The suggested donation is $2.50/meal. Seniors are NOT denied a meal and City staff does not track who donates resources and who does not.
3) The City of Madera's General Fund.
4) Other fund-raising efforts occur periodically throughout the year; modest support of senior programs is achieved through fund-raising.

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

Voluntary donations for the current fiscal year are projected to be shy of $3,500. These voluntary contributions have declined significantly over the last several years and have not recovered in step with the economic recovery. City staff project $8,000 in fundraising revenues for the upcoming fiscal year. The City's General Fund available to the Parks and Community Services Department has also decreased in step with the economic down-turn and has not recovered during the current up-turn. This reduction has impacted the service delivery plan for senior programs, while CDBG and FMAAA grant awards make continued programming possible.

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

The City of Madera surveys senior program participants annually and receives feedback from the City of Madera Vision 2025 subcommittee. These groups meet regularly to discuss various topics and to give valuable input on programs and services, including those for seniors. Survey results and community feedback data are analyzed, and program planning is implemented to meet the needs of participants as a direct result of feedback data.

The City of Madera has also hosted community meetings to seek feedback from seniors on the allocation of resources. Staff continues the practice of including participant feedback in program development. This occurs through formal evaluations and surveys as well as more casual conversation between staff and program participants. Valuable input from seniors continues to influence the provision of services. Seniors identified various areas of interest; the top three areas of requested change in the last survey are:

1. Increasing hours of operation at senior centers.
2. Increasing senior programming during added hours of operation.
3. Increasing healthy food choices in the meal program.

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

The City does not offer service outside the City limits.

When there is an overflow of clients, how is it determined whom to serve?
The City of Madera has not had an issue with an overflow of clients for the congregate meal program. The Home delivered meal program has a waiting list system in effect to serve the overflow of clients, additional resources helps to reduce the waiting list. We have increased the number of recreation and fitness programs to accommodate the increased interest, including additional and more regular field trips. Trips are offered on a first come/first served basis and they have filled up from time to time. When possible, a second bus is ordered.

Discuss your program's/project's successes.

The City offers programs benefitting many of Madera's seniors. Without the City's senior programs, many program participants would live in isolation without the guarantee of consuming at least one nutritious meal each day. The recreation and fitness component provide the opportunity for the senior to have social interaction, engagement, improved vitality and overall increased wellness. Our participants describe our senior programs as their home away from home and a reason to get up each morning, thus helping them with their overall mental health. Our services are nutritional, educational, and sometimes the only social connection a senior may have each day.

Discuss your program's/project's past performance (2011 to 2016).

The suite of programs provided by the City to seniors through CDBG resources has consistently met program goals and objectives in the 2011 to 2016 time-frame. The availability of CDBG funding has aided the City in providing tens of thousands of individual interactions with the community's senior citizens; be it providing a hot meal, an opportunity to dance or exercise, a sympathetic listening ear, or a referral to an outside service group or agency. Over the past five years, the City has provided a core of essential services such as the meal program and wellness activities; but at the same time, in consideration of requests from the client population, new activities and programs have been introduced. The City has always been cognizant of increasing its outreach to help underserved individuals in the community and CDBG resources have been leveraged year-over-year to increase both duplicated and unduplicated program participants.

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

New services are highlighted in the Parks & Community Services Activity Guide published twice yearly both in print and online versions. Intra-departmental weekly updates include a program attendance component. Any periodic reporting to internal or external CDBG program monitors will include documentation of new programs and attendance figures.

REFERENCES

Please provide the name, title, company/agency, phone and email address for three references.

Staff will contact references and obtain "Yes" and "No" responses for the following:

Was your experience working with this agency successful?

Have you seen at least one very successful project developed by this organization/agency?

Do you think they are doing a good job in Madera?

Name	Title	Company/Agency	Phone	Email Address
Linda Descoteaux	Administrative Manager	Fresno Madera Area Agency on Aging (FMAA)	559.600.4405	ldescoteaux@fmaaa.org
Peggy Mendibles	Compliance HR	SER-SCSEP	559.452.0881	pmendibles@sercalifornia.org
Mattie Mendez	Executive Director	Community Action Partnership of Madera County (CAPMC)	559.673.9173	mmendez@maderacap.org

Staff Work Experience

Mary Anne Seay, Parks & Community Services Director

Ms. Seay has 30 years of work in municipal parks departments. After graduating from California State University, Fresno with a BA in 1988, Seay began working for the City of Fresno's Parks & Recreation Department. She spent 18 years promoting from part-time to full-time to Supervisor and ultimately Manager. She accepted the Director position in the City of Madera in August of 2007.

During her 30 years of experience, she has worked as a: Program Coordinator providing direct service to seniors; Senior Program Monitor overseeing all reporting, Community Services Manager who oversaw a team that delivered service to 16 senior sites, and the Director in Madera.

Corinne Long-Folk, Recreation and Community Programs Coordinator

Corinne has worked for the City of Madera's Parks and Community Services Department in the Senior Section for 19 years. Corinne is responsible for programming, coordinating, and supervising senior staff and service programs.

During her 19 years, she has provided direct service to the seniors through the Madera Adult Day Care Center, Frank Bergon Senior Center and Pan American Community Center. Corinne is responsible for her budget along with monthly accurate reports to CDBG and Fresno Madera Agency on Aging (FMAAA).

Lauren Magdaleno, Recreation and Community Program Leader II

Lauren has been with the City of Madera's Parks and Community Services Department for 8 years. Lauren spent her first 5 years as a Recreation Program Leader I, then she was promoted to a Program Leader II for the senior program at the Frank Bergon Senior Center and has held that position for 3 years. Lauren oversees the day to day program at the senior center, insuring all policy and procedures are followed, helping seniors with information and assistance, monitoring the congregate meal, and preparing monthly reports.

Marcella Zamilpa, Recreation and Community Program Leader I

Marcella has been with the City of Madera for 3 years. She started as a volunteer for the congregate meal program, and later was hired to assist at the Frank Bergon Senior Center.

Marcella was promoted last year to a Program Leader II for the Pan American Community Center. She oversees the day to day program at the senior center, insuring all policy and procedures are followed, helping seniors with information and assistance, monitoring the congregate meal, and preparing monthly reports.

City of Madera – Parks & Community Services

Visitation Checklist

Community Services Division

Facility:		Program:	
Date:			
Time:		Staff Present:	
# of Participants		Report By:	

PERSONNEL (Staff was where they were schedule to be, doing what they were scheduled to do)

- ☐ All scheduled employees were present
- ☐ Employees were on time
- ☐ Employees were in appropriate attire/uniform
- ☐ Employees were leading calendared activities
- ☐ Employees were working to achieve objectives
- ☐ Employees were engaged with program participants
- ☐ Employees appeared organized
- ☐ Employees had the supplies they needed

FACILITY (The facility is well maintained)

- ☐ The exterior of the Facility was neat and orderly
- ☐ Landscape and parking lot was neat and orderly
- ☐ Interior of the Facility was neat and orderly
- ☐ Furniture was neat and orderly
- ☐ Bathrooms were clean and stocked
- ☐ Other Facility issues: (please note that facility issues need to be reported to appropriate staff)

CORE VALUES (To the extent possible, please Identify whether the staff exhibited the departments core values)

- ☐ Service
- ☐ Integrity
- ☐ Accountability
- ☐ Teamwork

FORMS (Staff was able to locate forms at the facility and were aware of their intended use)

- ☐ Activity calendar posted
- ☐ Attendance Form (up to date)
- ☐ Department Mission Statement and Core Values posted
- ☐ Incident reports on file
- ☐ Accident reports on file
- ☐ Rules Posted
- ☐ Other Required Forms:

SAFETY (Safety policies and procedures were observed)

- ☐ Staff Exhibited basic safety principles
- ☐ Fire extinguisher current
- ☐ Injury and Illness Plan available
- ☐ Appropriate postings of required safety procedures
- ☐ First Aid Kit up to date
- ☐ Other safety concerns or issues: (please note that safety issues need to be reported to appropriate staff immediately)

NOTES & OBSERVATIONS (Use this space to highlight the positives you noted during this visitation. Also, use the space below share information that might help the PCS team deliver higher quality service to our program participants.

Employee(s) Signature(s):	Supervisor Signature:

City of Madera
Part Time Employee Performance Rating Form

LAST NAME	FIRST NAME	ID#	RANGE/STEP	PURPOSE OF REPORT
				( ) Annual Performance Evaluation ( ) Merit Increase ( ) Other_____
DEPARTMENT Parks & CS	POSITION TITLE Program Leader II	EVALUATION DATES (From – To) (___/___/_____) – (___/___/_____)		

PERFORMANCE FACTORS (Refer to back of sheet for explanation of ratings)	**UNSATISFACTORY**	**SATISFACTORY**	**GOOD**	**SUPERIOR**
1. Skill Level/ Job Knowledge	☐	☐	☐	☐
2. Quality and Accuracy of Work	☐	☐	☐	☐
3. Customer Service	☐	☐	☐	☐
4. Attendance/ Punctuality/ Dependability	☐	☐	☐	☐
5. Safety Procedure/ Awareness	☐	☐	☐	☐
6. Initiative, Judgment and Responsibility	☐	☐	☐	☐
7. Appropriate Work Attire	☐	☐	☐	☐
8. Technology/ Software/ Equipment Knowledge	☐	☐	☐	☐
9. Program Registration, Records and Reports	☐	☐	☐	☐
10. Program Development	☐	☐	☐	☐

SUPERVISOR'S COMMENTS:

EMPLOYEE COMMENTS: Yes ☐ No ☐ (Employee comments are optional, please check appropriate box):

If employee **does not** agree with the evaluation he/she may submit a written response (no later than 10 working days after review) for inclusion in their Personnel File.

SIGNATURE OF RATER (Immediate Supervisor) DATE	( )	I HAVE DISCUSSED THE ABOVE WITH THE EMPLOYEE AND EXPLAINED THE RATING & REMARKS
EMPLOYEE SIGNATURE DATE	( ) ( )	I HAVE DISCUSSED THE ABOVE RATING WITH MY SUPERVISOR I HAVE REVIEWED THIS REPORT, MY SIGNATURE DOES NOT NECESSARILY IMPLY AGREEMENT WITH ALL ITEMS MARKED.
DEPARTMENT HEAD SIGNATURE DATE	( ) ( )	I CONCUR WITH RATING I DO NOT CONCUR WITH RATING
CITY MANAGER SIGNATURE DATE	( )	REVIEWED BY CITY MANAGER

City of Madera – FRANK BERGON SENIOR CENTER

Senior Program Survey- 50 people surveyed

January 2019

Please fill out this short survey to help us meet your needs more effectively and efficiently. We thank you in advance and appreciate your input and feedback.

1. **I come to the Senior Center primarily for the?**

a) **Socialization** 7
b) **Nutritious Meal** 4
c) **Recreation Programs (i.e., dances, bingo, trips, exercise, computers, etc.)** 8
d) **All of the above** 33

2. **How often do you visit the Senior Center?**

a) **Once a week** 2
b) **2 to 3 times a week** 32
c) **4 to 5 times a week** 16

3. **Please rate senior program staff (Only circle one)?**

a) **Excellent** 31
b) **Satisfied** 16
c) **Needs Improvement** 2
d) **Poor** **If Poor, Why?** _____

4. **Please rate the senior program meals (Only circle one).**

a) **Excellent** 11
b) **Satisfied** 24
c) **Needs Improvement** 11
d) **Poor** 2 **If Poor, Why?** _____

5. **Please rate the senior recreation programs (Only circle one).**

a) **Excellent** 16
b) **Satisfied** 31
c) **Needs Improvement** 2
d) **Poor** 1 **If Poor, Why?** _____

6. **Have you taken advantage of the senior trips offered?**

a) **Yes** 32
b) **No** 18 **If No, Why?** Busy-11 Walking – 3 No Money - 1

7. **Are there additional programs or services you would like to see offered by The City of Madera Parks and Community Services Department?**
8. Fitness Program-1, Holiday Crafts – 1, Bingo on Tuesday – 4

9. **What is your age? (Circle One)**

50-60yrs	60-70yrs	70-80yrs	80-90yrs	90yrs+
8	14	12	14	1

City of Madera – PAN AMERICAN COMMUNITY CENTER

Senior Program Survey – 31 people surveyed

January 2019

Please fill out this short survey to help us meet your needs more effectively and efficiently. We thank you in advance and appreciate your input and feedback.

1. **I come to the Senior Center primarily for the?**

a) **Socialization** 4
b) **Nutritious Meal** 4
c) **Recreation Programs (i.e., dances, bingo, trips, exercise, computers, etc.)** 7
d) **All of the above** 17

2. **How often do you visit the Senior Center?**

a) **Once a week** 7
b) **2 to 3 times a week** 12
c) **4 to 5 times a week** 12

3. **Please rate senior program staff (Only circle one)?**

a) **Excellent** 21
b) **Satisfied** 6
c) **Needs Improvement** 3
d) **Poor** **If Poor, Why?** _____

4. **Please rate the senior program meals (Only circle one).**

a) **Excellent** 10
b) **Satisfied** 11
c) **Needs Improvement** 4
d) **Poor** **If Poor, Why?** _____

5. **Please rate the senior recreation programs (Only circle one).**

a) **Excellent** 14
b) **Satisfied** 8
c) **Needs Improvement** 5
d) **Poor** **If Poor, Why?** _____

6. **Have you taken advantage of the senior trips offered?**

a) **Yes** 13
b) **No** 17 **If No, Why?** **Busy-1, Walking-1, No Money-11, More Trips-1**

7. **Are there additional programs or services you would like to see offered by The City of Madera Parks and Community Services Department?**
More Crafts-1, More Dancing-1, Sugar Free Desserts-1, Movies-2

8. **What is your age? (Circle One)**

50-60yrs	60-70yrs	70-80yrs	80-90yrs	90yrs+
1	9	9	8	0

Agency on Aging Serving Fresno & Madera
Connecting the Community

March 5, 2019

To Whom It May Concern:

We are providing this letter in support of the City of Madera's application for a Community Development Block Grant.

We have partnered with the City of Madera for over two decades to bring the Elderly Nutrition Program to the City's older residents. The City provides nutrition site management for our program at the Frank Bergon Senior Center and the Pan American Community Center, and assesses and enrolls older individuals who are homebound for home-delivered meals. The City fully cooperates with the contract monitoring process and consistently complies with the terms of our contracts. The City has proven to be an effective and successful partner in provision of nutrition services for older adults.

The City's older adults not only benefit from our nutrition program, but also the adjunct activities conducted at the nutrition sites, such as exercise classes, field trips, and card and board games. The City also recognizes older adults through special events, such as the annual barbecue for seniors in May and the annual senior celebration event in September, both held at Rotary Park. Although our agency does not fund these activities, we recognize and appreciate the City's dedication to the well-being of its older residents.

We are hopeful that the City's proposal for funding is granted. Please contact us at (559) 600-4405 if any additional information is needed.

Sincerely,

Jean Robinson

Jean Robinson
Executive Director

3837 N. Clark St. • Fresno, CA 93726
Senior Information: Ph 559.600.4405 • Fax 559. 243.5651 • Email: services@fmaaa.org
Administration/Finance: Ph 559.600.4405 • Fax 559.243.5918 • Email: admin@fmaaa.org
Toll Free 800.510.2020 • Website: www.fmaaa.org

FAB 2-27-19

I come to the Bergon Senior Center 3 to 4 times a week. I play Bingo and sing Karaoke. I enjoy visiting with everyone and enjoy our lunches. The center keeps me from sitting at home all day in front of the TV. I have made many wonderful friends here! Your staff is wonderful, very helpful and good to us seniors.

PS without the center alot of people would be very lonely!

Thank You,
Linda White

FOB

To who I may comern :

I come to the center to make my life better; I come to socialize. I use the computers to help my english. with out the center I would not have anywhere to go. It make me feel welcomed.

Guadalupe López

PAC

To Whom It May Concern, 2/22/19

Im glad that we were asked to express our thoughts about the Senior center.

I appreciate it's function. It is a good connection for all of the Seniors in Madera.

I have helped olderones to get their bus tickets, which they appreciate very much.

I have also enjoyed the trips that are announced in advance on their bulletin board.

I also enjoy their gym area. It is excellent for walking. It is a safe place to walk and get our exercise.

There are so many function that take place all month. I Know that many enjoy and benefit from playing games and using the computers. Many seniors also benefit from the deliverie, that the food bank makes.

The staff that work at these high-fuctioning places, are very nice. They deal well with the seniors.

I hope the Center (Pan Am) will be here for many more years to come ☺

Nadine Jemoke - age 70 years

Friday Feb 22/19

PAC

To Whom it may Concern

I really enjoy coming to the Pan American Center for the senior program.

The staff here is very nice and helpful.

The variety of events (outings) and indoor activities are a lot of fun.

The menus are good and nutrition conscious.

I love coloring because I am an artist.

The computers are a big help for times when I need to do research.

The Karaoke is fabulous and the dances are fun too.

Pablo's magic is so much fun.

Thank you for providing a well planned program for senior citizens. It is so helpful and reduces the seniors tendency to stay in home and isolate. Thank you.

PRC

To Who it May Concern

My Name is Benito Juarez Im 70 years old and I have being coming to the center for three years and it wasn't for the center I would be at home all by my self I go between the San and Bergen center so I appreciate both of the center

Thank You
For all You
do. For Us
Benito Juarez

P.S. I joined three years ago with a Dear friend passed away and now My Mother and I know that I have the support of both of the friend in both center

Thank You
Benito Juarez

PAC

To whom you may concern

I wish to express the enjoyment I get singing, and developing friendships with the people that gather at the Panam center. The fact that there is food and other activities here, makes coming here an opportunity for so many people to have something meaningful to do with their time.

Dexter Young

Feb 25, 2019 PAC

My name is Vida and I come too the Pan-am Center every day. I enjoy the atmosphere here and the food. Sometimes I don't have Food at home and this gives me another place too get me Needs meet. The place is always Clean. ~~and Safety~~ I have fun with the other people and listen To music which is enjoyable to watch as they sing + Sometimes dance. Hope this Continues for a long time

Vida Rangel

TO WHOM IT MAY CONCERN:

PAC

PAN AM SENIOR CENTER

- A PLACE TO CONNECT WITH PEOPLE THAT SAME AGE AS YOURSELF AND THE SAME CONCERNS
- A PLACE TO ESCAPE OUR VALLEY HEAT + COLD AND RAINY WINTERS
- CONNECT WITH SERVICES FOR SENIORS
- USE OF COMPUTERS FOR EDUCATION + AMUSMENT
- COMPUTER CLASSES FOR SENIORS
- NUTRITION CLASSES AS WELL AS COOKING DEMOSTRATIONS
- COPING + FAXING SERVICES
- BUS PASSES AS WELL AS BUS TRIPS TO POINTS OF INTREST IN OUR AREA
- EXERCISE CLASSES
- DANCES FOR SENIORS
- WEIGHT ROOM
- INDOOR BASKETBALL COURT
- HOT COFFEE + SWEET SNACK
- CLEAN RESTROOMS
- A BETTER AND MORE VARIED LUNCH THAN YOU COULD COOK FOR YOURSELF
- A FRIENDLY STAFF
- BOOKS, MAGAZINES, T.V.
- IN SHORT A PLACE THAT DOES MORE FOR SENIORS THAN ANY OTHER PLACE AND PROUD TO BELONG TO IT.

Ed Pompa

PAC

— Jesús Luevano —

Quiero Felicitar a este CENTRO - Comunitario del "Panam", por todo el bien que estan haciendo, en beneficio de Toda la Comunidad de "Madera", por sus atenciones, su - servicios, su comida y enforma especial por el entretenimiento con - El Programa del "Kareoke" y a que - es admirable que gente de 90 años Toman El Microfono y enseñan - esas ganas enormes de continuar - en esta "VIDA", Felicitaciones de Nuevo y suplicandoles que continuen por este camino para gusto de Todos Nosotros.

GRACIAS

Jluevano

PAC

Feb. 22-19

yo Lucy Garcia:
me gusta Venir aqui (Pan America)
para Convivir con mis amistades
disfruto mucho el ambiente
de todos los personas, sobre Todo
con el ambiente que tienen
cuando Cantan, se siente uno
contento y feliz y sobre todo muy bien
atendido
y la Comida que sirven con
mucha nutricion
asi que muchas gracias
por estar aqui
thanks
Lucy Garcia

2-27-19

To whom it may concern:

I come here on Tuesdays and Thursday I enjoy the art coloring class on Tuesday it's relaxing. Thursdays I enjoy the karaoke. I don't sing myself but I purely enjoy the singing. There are alot of talented singers here at The Bergon Center. I don't enjoy Bingo so I don't come here Mondays, Wednesdays and Fridays, but it is popular here. Those days I have the option to go to Pan Am; I enjoy the company of the ladies here. I also enjoy the Senior Dances sometimes dancing sometimes watching. I enjoy the Band week with the Pot Luck as I love to cook. The week of the V.G.s. my favorite because in between his music he plays requests. I love to here songs from the 50's and 60's. Country Western and Oldies. I've noticed that alot of Seniors come here because they have no where else to go. It's great because it gets them out of their house to mingle with their peers. I enjoy spending time with them. They have so many important stories to tell. Well I will close for now. I'm also glad to come here because I wasn't raised here in Madera and I get to get out and mingle with my peers also.

My deepest respect E.C.

To whom it may concern,

I come to Frank Bergon Senior Center to talk, socialize with friends. I in joy the lunch serves it has to offer. It helps food give away and snacks helps me get through the month. I in joy listen to the karaoke.

Sign: Rosa Diaz

Frank Bergon senior center

Hello let me endues myself My name is Rickie A Spradlin I just turned sixty years of age as of feb.o9.1959 & it is grate of the City of Madera to A safe place for provide A to keep up social skills and being able to make new friends the staff showed me A lot for grace for I was 59 nigh & A haft I thank the city of Madera

The male was not expected the dose mean A lot to me & other of the older member of our community the days that I come in; well I can just say it all almost like home, the rescores here help direct me into finding housing too the bingo go is fun the pool table is grate that just sums it up for the Frank Fergon senior center

Sinisterly yours Rickie A Spradlin

Mi nombre es TERESA MALDONADO estoy viviendo al centro por casi Tres AÑOS me gusTA compARTir con Amigos, tomando un cafe con un pancito, me gusTA la comido unos dias mAS que otros, TAmbien estoy agradecida por los tickets pARA el bus y tAmbien me gusTA los dias fue hAy KAreoKe nos diverTimos mucho

GRACIAS

2/21/19 Teresa Maldonado S.

Salvador Garibay -
dése que aquí todo está -
perfecto.
La comida muy sabrosa -
El personal muy amable y todos los que
asisten a este Lugar muy buenos Amigos
muchas Gracias

2-25-19

To whom it may concern:

I enjoy coming to Pan American Senior center because I love attending the English classes that is offered at the center. In addition, Pan American provides a variety of activities that I enjoy and love to participate. Lastly, I also enjoy eating the senior meals.

Sincerely,
Maria Ramon

4-27-19

To whow it may Concern

I Gloria Enjoy coming to the Center to talk & meet pepolep pep

And also to Enjoy my lunch ☺

Gloria D.

I COME to The Center, TO Talk
TO my Friends, AND Ejoy Coffee.

Frank Rodgers

2-22-99

I enjoy coming and love the opportunity to make new friends. Also the activities are rewarding especially KARAOKE.

The field trips to the casinos and museums are educational. The dances are also very enjoyable.

The meals could have more variety and cater a bit to diabetics.

We should see the directors more often. They don't make appearances to often.

Personnel at each center are very kind and helpful and others are different. They try to cater to each ones needs and ways.

Carmen Hernandez

The people are nice here! I like to work here for them, and I have a great boss!!

Thanks

Guy R.

2/22/19

To whom It may Concern

I enjoy eating lunch with the other Seniors Also the activities

Sincerely
Tenis Jones

2-23-2019

I come To enjoy The company of my Senior Friends, And The Food is OK. Those Field Trips. And of course The music And Reroque.

C. Martinez

I Rosie really enjoy coming to seniors at Pan America because I get to socialis with friends. I also like all the fun activities the they have for us. The food that we get for Lunch is also very good.

Rosie D Valadez

Don Martinez 2/25/19

Enjoy coming to Senior Center. Talking with my friends.

I am new to the center.
I am glad that I discovered this center because it allowes me to socialize and also eat a balanced meal. At home alone you do not always eat properly. Being alone can be so depressing at times. This is a good idea for seniors to have a place to go to for meeting friends, and to enjoy a day.

Mary Velasquez

Exhibit B

INCOME SOURCE	AMOUNT
CITY	156,157
UNITED WAY	0
STATE (SPECIFY)	0
FEDERAL (SPECIFY)	24,000
SERVICE FEES	0
FUND RAISING	1,500
DONATIONS	2,500
RESERVE/CONTINGENCY	
OTHER (CDBG)	39,238
TOTAL BUDGET	223,395

SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	126,448
BENEFITS	0150	4,1054
SERVICES & SUPPLIES		25,500
INSURANCE	0200	325
COMMUNICATIONS	0250	3,500
CONSULTANT SERVICES	0300	1,000
OFFICE EXPENSE	0350	700
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	
UTILITIES	0500	1,200
TRAVEL (ADMIN.)	0550	200
FOOD SUPPLIES	0600	2,000
CONTRACTS	0650	15,000
TRANSPORTATION	0700	3,968
FUND RAISING	0750	2,500
TOTAL		223,395

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

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: September 18, 2019

Agenda Number: B-7

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

RECOMMENDATION:

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

SUMMARY:

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

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

DISCUSSION:

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

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

- Collectively Working on Future Rail/Transportation Projects

FINANCIAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

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

ATTACHMENT:

1. Resolution and Restated and Amended Cooperative Agreement.

RESOLUTION NO. _____

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

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

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

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

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

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

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

****

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

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

RECITALS

A. The County of Madera has a 2010 census population of approximately 151,000. There are two incorporated cities within the County, whose populations constitute over half of the total population of the County: the City of Madera and the City of Chowchilla.

B. The County, Madera and Chowchilla face many serious and overlapping issues of mutual concern.

C. The County, Madera and Chowchilla expend substantial resources addressing challenges that occur within their jurisdictions, but which are not limited to jurisdictional boundaries.

D. Staff members of the County, Madera and Chowchilla have considerable experience independently addressing these areas of concern, which experience could be combined to more effectively generate solutions benefitting the greater Madera County population.

E. The County Board of Supervisors and the Councilmembers of the City of Madera and the City of Chowchilla desire to form an Intergovernmental Agency Committee ("Committee") to work together to find solutions to their shared problems and opportunities.

F. On December 12, 2017, the County, Madera and Chowchilla entered into this Agreement to accomplish the aforementioned purposes. The parties now desire to amend various provisions of the original Agreement, most notably, Exhibit "A" which sets forth the issues to be addressed by the parties.

NOW THEREFORE, the parties agree as follows:

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

2. The goals of this Agreement are to:

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

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

3. Membership.

A. The Regular Members of the Joint Committee are:

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

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

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

C. The Steering Committee Members are:

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

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

4. Meetings.

A. Frequency.

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

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

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

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

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

5. Responsibilities of Committees.

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

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

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

6. Issues to be addressed.

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

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

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

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

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

* *

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

COUNTY OF MADERA:

_____
Eric Fleming, Chief Administrative Officer

CITY OF MADERA:

_____
Arnoldo Rodriguez, City Manager

CITY OF CHOWCHILLA:

_____
Rod Pruett, Interim City Administrator

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EXHIBIT "A"

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

Intergovernmental Agency Workshop – September 30, 2017

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

Intergovernmental Agency Workshop – October 6, 2018

- Homelessness Task Force: Continue to focus on the coordinated efforts and regular meetings among the jurisdictions using a Homelessness Task Force. Each Council and Board will designate a member to the Task Force with support of the three Administrators and key staff.

- Economic Development: Bobby Kahn, Executive Director of the Madera County Economic Development Commission, will take the lead as "One Madera" to help all three jurisdictions take advantage of Opportunity Zones and Enhanced Infrastructure Financing Districts. There is a desire to have Mr. Kahn prepare a strategy to develop more shovel ready industrial space in all three jurisdictions.

- Rail Lines: Collectively work on the future Amtrak Station and potential development around the station and facilities; support each other on WYE alignment and water rights for track easements; and the heavy maintenance facility proposed by the California High-Speed Rail Authority.

- Transportation: Continue using "One Voice" with Caltrans and looking for the potential for additional planning grants.

  New Spaces for Collaboration

- Animal Services: Joint efforts related to the financing and construction of a new Animal Control & Adoption Center Complex; coordination of potential ordinances related to spay and neutering of pets as well as limiting the number of animals allowed per household.

- Library: provide services to the homelessness to assist them with locating services and/or finding jobs with use of the computers.

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Department Director

City Manager

Council Meeting of: September 18, 2019

Agenda Number: B-8

SUBJECT:

Consideration of a Resolution of the City of Madera and the Madera Public Financing Authority Authorizing the City Manager or Director of Financial Services to Engage Brandis Tallman as a Placement Agent and Jones Hall as Bond Counsel for Professional Services Required to Complete the Financing of Energy Improvements

RECOMMENDATION:

Adopt a Resolution authorizing the City Manager or Director of Financial services to engage the selected parties for professional services required to complete the financing.

SUMMARY:

Del Rio Advisors, LLC (the "Municipal Advisor") secured fee proposals from various broker-dealer firms to act in the role of Placement Agent and secured fee proposals from various public finance law firms to act in the role of Bond Counsel. The attached Resolution approves the appointment of the financing team based on the results of the fee proposals.

DISCUSSION:

On August 21, 2019, the City Council (Council) of the City of Madera and the Board of Directors of the Madera Public Financing Authority appointed Del Rio Advisors, LLC as the "Municipal Advisor" to seek out and secure direct placement financing for energy improvements. The first step in the process is to secure the services of the rest of the team members needed to complete the financing including: Placement Agent and Bond Counsel.

The Municipal Advisor sought fee proposals from four broker-deal firms to act in the role of Placement Agent:

Table 1: *Placement Agency*		
Firm	*Fee*	*Notes*
Stifel	$14,999	Excludes travel related expenses (capped at $190)
Brandis Tallman	$16,000	Includes all expenses
Hilltip	$22,500	Includes all expenses
Piper Jaffray	$30,000	Expenses not noted

The Municipal Advisor sought fee proposals from four public finance law firms to act in the role of Bond Counsel:

Table 2: *Bond Counsel*		
Firm	*Fee*	*Notes*
Jones Hall	$25,000	Includes all expenses
Kronick	$25,000	Includes all expenses
Quint & Thimmig	$48,500	Includes all expenses
Orrick	$50,000	If lender counsel prepares documents

The City has successfully completed several direct placements in recent years. In 2015, the City refunded bonds issued for both the water and wastewater systems. In 2017, the City refunded bonds related to financing the golf course and a loan related to financing the police station. Finally, in 2018, the City completed the refunding of bonds used to fund public infrastructure within CFD 2006-1.

In general, a direct placement is less time consuming (45-60 days to complete) and costs less to document than a public offering. If the bonds are sold in a public offering, the City/Authority would be required to lease essential assets equal to at least the principal amount of bonds issued, in this case as high as $18 - $20 million. A benefit of direct placement structure is that the City/Authority can secure the financing leasing only the energy equipment being financed.

In a previous presentation before the Council, Engie assumed energy savings as compared to a 20-year escalating equipment lease. If the financing team is approved, the concept is to create a term sheet to be sent to a prospective lender. Once sent, the City/Authority can expect to receive multiple responses allowing the financing team to make recommendations as to term and financing structure.

Based on City's recent experience, Brandis Tallman is recommended to serve as Placement Agent. Based on their experience, Jones Hall is recommended to serve as Bond Counsel.

FINANCIAL IMPACT:

It is estimated that a portion of the proposed financing can be allocated to the City's Water Enterprise Fund, a portion to the City's Wastewater Enterprise Fund, and the balance to the City's General Fund. The proposed financing term, structure, and allocation will be presented to the City/Authority once the term sheets are received and the financing team has had a chance to evaluate the proposed options.

ALTERNATIVES:

Potential Council alternatives include:

- Direct staff to conduct additional research.

- Select a different Placement Agency or Bond Counsel than recommended.
- Direct staff to seek alternative financing options.

ATTACHMENT:

Resolution

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF MADERA AND THE MADERA PUBLIC FINANCING AUTHORITY AUTHORIZING THE CITY MANAGER OR DIRECTOR OF FINANCIAL SERVICES TO ENGAGE BRANDIS TALLMAN AS PLACEMENT AGENT AND JONES HALL AS BOND COUNSEL FOR PROFESSIONAL SERVICES REQUIRED TO COMPLETE THE FINANCING OF ENERGY IMPROVEMENTS

WHEREAS, the City of Madera (the "City") is exploring ways to finance energy improvements; and

WHEREAS, the City Council of the City of Madera ("City") and the Madera Public Financing Authority ("Authority"), appointed Del Rio Advisors, LLC as Municipal Advisor (the Municipal Advisor"; and

WHEREAS, the Municipal Advisor, on behalf of the City and the Authority, solicited fee proposals from firms to act in the role of Placement Agent and Bond Counsel; and

WHEREAS, four firms responded to the fee proposal for Placement Agent; and

WHEREAS, after review of all proposals, staff and City's Municipal Advisor recommend Brandis Tallman ("Brandis") as Placement Agent to provide placement agent services at a contingent "not-to-exceed" fee of $16,000 including all; and

WHEREAS, four firms responded to the fee proposal for Bond Counsel; and

WHEREAS, after review of all proposals, staff and City's Municipal Advisor recommend Jones Hall to provide Bond Counsel services for a contingent not-to-exceed fee of $25,000, including all expenses.

NOW THEREFORE, THE CITY COUNCIL and the MADERA PUBLIC FINANCING AUTHORITY do hereby resolve, find and order as follows:

1. The above recitals are true and correct.
2. The City Council and Board of Directors authorized either the City Manager or Director of Financial Services to enter into an agreement with Brandis Tallman as Placement Agent with total compensation not-to-exceed $16,000 including all expenses.
3. The City Council and Board of Directors authorize the City Administrator or Director of Financial Services to enter into an agreement with Jones Hall as Bond Counsel in an amount not-to-exceed $25,000.
4. The resolution is effective immediately upon adoption.

****

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Dino Lawson, Chief of Police

Arnoldo Rodriguez, City Manager

Council Meeting of: September 18th, 2019

Agenda Number: B-9

SUBJECT:

Consideration of a Minute Order Authorizing the Police Department's Application for and Acceptance of a Local Community Grant Provided by the Walmart Foundation through the Local Walmart Store in the Amount of $2,500 for Community Outreach Projects.

RECOMMENDATION:

Staff recommends that City Council adopt a minute order authorizing the department's application for and acceptance of a Local Community Grant provided by the Walmart Foundation through the local Walmart store in the amount of $2,500 for community outreach projects and authorizing the Mayor to provide a letter of authorization.

SUMMARY:

The department would like to participate in the Walmart Foundation Local Community Grant program, which provides grant funds for law enforcement agencies to apply toward community outreach programs on a yearly basis through the local Walmart stores.

DISCUSSION:

Each year local Walmart stores are authorized to award "Local Community Grants" to local law enforcement agencies through the Walmart Foundation. The grants range in value from $250-5000. This year the local store is authorized to award a total of $2,500 to be used for community outreach projects sponsored or conducted by the police department.

The department is required to make a one-time application to receive funds from the Walmart Foundation via an online application process, which includes providing the city's EIN and an authorizing letter signed by the mayor. Once the initial application is made by the department and appoved online by the Foundation, the department can access foundation grant funds for

community outreach projects such as the annual MadKids Camp each year they are made available to the local store by the Walmart Foundation.

FINANCIAL IMPACT:

Each year the department conducts a number of outreach programs designed to foster better connection and communication with the residents of Madera. These programs include MadKids Camp, MPAKT, and Learning with the Law, to name a few. The programs are primarily funded through donations provided by various businesses and service organizations in the city. The use of these donations minimizes the impact on the city's general funds in providing these outreach programs.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 317: "Develop and encourage festival, gatherings, and events..."
Strategy 313: "Provide year-round programs fostering community pride..."

ALTERNATIVES:

Council can choose not to approve the request to participate in the Walmart Foundation Local Community Grant program. This represents a forfeiture of $2,500 during this fiscal year, and would also result in the local Walmart store missing an opportunity to participate in a valuable service to the community.

ATTACHMENTS:

1. Authorizing Letter

Attachment 1
Authorizing Letter

September 18, 2019

To Whom it May Concern:

This letter is to verify that the City of Madera is a municipal corporation organized under the State of California. The City of Madera was officially incorporated on March 27, 1907, by Legislative Act citation No. 9683.

At its regular meeting of September 18, 2019, the City Council authorized the Madera Police Department to request and accept funding from the Walmart Foundation through the Local Community Grant program.

Please contact Sargent Randall Williams at (559) 675-4205 if you need further information.

Sincerely,

Andrew J. Medellin
Mayor

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: September 18, 2019

Agenda Number: C-1

SUBJECT:

Consideration of a Resolution Adopting a Code of Conduct for the Madera City Council, Boards and Commission Members

RECOMMENDATION:

Adopt a Resolution approving the Draft Code of Conduct.

SUMMARY:

The Madera County Grand Jury (MCGJ) issued a report on June 25, 2019. Recommendation 1 noted the following:

> *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.*

On September 4, 2019, the City Council approved a response to this recommendation. As indicated in the response, staff noted that it would present a Code of Conduct for Council's consideration in September.

ATTACHMENTS:

1. Resolution approving the Code of Conduct
2. Code of Conduct

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF MADERA ADOPTING A CODE OF CONDUCT

WHEREAS, the citizens of the City of Madera are entitled to have fair, ethical, and accountable local government; and

WHEREAS, the citizens of the City of Madera are entitled to have complete confidence in the integrity of local government; and

WHEREAS, a Code of Conduct will serve to increase public confidence in City government, assist with decision-making, and encourage high standards of behavior; and

WHEREAS, a Code of Conduct will represent a commitment to uphold a standard of integrity beyond that required by law; and

WHEREAS, the City Council is interested in establishing a framework for day to day actions and decision-making by the City's elected officials, officers, boards and commissions, and designated employees; and

WHEREAS, integrity of officials of local government is key to effective and fair operation of government; and

WHEREAS, the establishment of an official Code of Conduct will demonstrate the City's commitment to ethics.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Madera, as follows:

1. The recitals set forth above are true and correct and are incorporated herein by reference.
2. The Council hereby adopts the "City of Madera Conduct of Conduct" as set forth in Exhibit A and incorporated herein by reference.
3. This resolution is effective upon adoption.

* * *

Code of Conduct

For the City of Madera
Council, Boards, and Commission Members

I. Preamble

The proper operation of government requires that public officials be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, a Code of Conduct for the City of Madera (City) is hereby established.

II. Ethics

This Code of Conduct pertains to elected officials serving as members of the City Council (Council) and serving as members of other boards and commissions of the City, to assure public confidence in the integrity of local government and its effective and fair operation.

1. **Acts in the Public Interest**

   Members will work for the common good of the residents of the City and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Council, boards, and commissions.

2. **Compliance with the Law**

   Members shall comply with the laws of the nation, the State, and the City in the performance of their public duties. These laws include but are not limited to: The US and California constitutions, Fair Political Practices laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities and open processes of government and adopted City ordinances and policies.

3. **Conduct of Members**

   The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the council, boards and commissions, the public and staff.

4. **Respect for Process**

   Members shall perform their duties in accordance with the processes and rules of order established by the Council and boards and commissions governing the deliberation of public policy issues.

5. **Conduct of Public Meetings**

   Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body and focus on the business at hand. They shall refrain from

interrupting other speakers, making personal comments not germane to the business of the body or otherwise interfering with the orderly conduct of meetings.

6. **Decisions Based on Merit**

   Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.

7. **Conflict of Interest**

   In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest or where they have an organizational responsibility or personal relationship, which may give the appearance of a conflict of interest.

   Members shall disclose financial interest as required by law and shall recuse themselves.

8. **Gifts and Favors**

   Members shall disclose gifts and limit the acceptance of gifts as required by law.

9. **Confidential Information**

   Members shall respect the confidentiality of information concerning property, personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or private interests.

10. **Use of Public Resources**

    Members shall not use public resources unavailable to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.

11. **Representation of Public Interests**

    In keeping with their role as stewards of the public interest, members shall not appear on behalf of the private interests of third parties before the Council or any board, commission or proceeding of the City.

12. **Advocacy**

    Members shall represent the official policies or positions of the Council, board or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City, nor will they allow inference that they do.

13. **Policy Role of Members**

    Members shall respect and adhere to the Council-Manager structure of Madera City government. In this structure, the Council determines the policies of the City, with the advice, information and analysis provided by the public, boards and commissions and City staff.

    Except as provided by the City Municipal Code, members shall not interfere with the administrative functions of the City or the professional duties of City staff, nor shall they impair the ability of staff to implement Council policy decisions.

14. **Independence of Boards and Commissions**

    Because of the value of the independent advice of boards and commissions to the public decision-making process, members of Council shall refrain from using their position to influence the deliberations or outcomes of board and commission proceedings.

15. **Positive Work Place Environment**

    Members shall support the maintenance of a positive and constructive work place for the City employees.

III. Conduct Guidelines

1. **Conduct with one another**

    a. *Honor the role of the chair in maintaining order.*

    b. *Practice civility and decorum in discussions and debate.*

2. **Conduct in Public Meetings**

    a. *Be welcoming to speakers and treat them with respect.*

    b. *Be fair and equitable in allocating public hearing time to individual speakers.*

    c. *Practice active listening.*

    d. *Maintain an open mind.*

    e. *Ask for clarification, but avoid debate and argument with the public.*

3. **Conduct with City Staff**

    a. *Treat all staff as professionals.*

    b. *Do not disrupt City staff from performing their jobs.*

    c. *Comments about staff performance should only be made through the City Manager.*

    d. *Do not get involved in administrative functions.*

    e. *Do not solicit political support from staff.*

IV. IMPLEMENTATION

1. **Enforcement**

    The Code of Ethics and Conduct is intended to be self-enforcing and is an expression of the standards of conduct for members expected by the City.

2. Distribution and Posting

This Code of Conduct shall be provided to all elected and appointed officers and posted on the City's website.

3. Sanctions

The Council may impose sanctions on members whose conduct does not comply with the City's ethical standards, such as reprimand and censure. A violation of this Code of Conduct shall not be considered as a basis for challenging the validity of a Council, board or commission decision.

4. Review and Updates

The Code of Conduct shall be reviewed as deemed necessary.

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: September 18, 2019

Agenda Number: C-2

SUBJECT:

Consideration of a Resolution approving 2018/2019 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) and financial summary

RECOMMENDATION:

Staff recommends that the City Council (Council) conduct a public hearing and approve the attached Resolution.

SUMMARY:

This report will outline progress made using CDBG funds during Program Year (PY) 2018/2019 (July 1, 2018 to June 30, 2019). It will provide a discussion about the U.S. Department of Housing and Urban Development (HUD) regulations pertaining to the CAPER, public noticing requirements and requests for public comment. The CAPER reflects the City's performance of its CDBG Action Plan.

DISCUSSION:

HUD requires entitlement communities receiving CDBG funds to annually review and publicly report on the progress made in carrying out its Annual Action Plan. Submission of the CAPER is the reporting tool HUD requires to meet this obligation and is due to HUD within 90 days after program year-end on June 30, 2019.

As required by HUD regulations and the Citizen Participation Plan (CPP), staff obtained citizen participation for the CAPER by publishing bilingual public hearing notices inviting the public to provide input. The CPP is required by HUD for jurisdictions receiving CDBG funds to solicit and obtain input primarily from low- to moderate-income residents. Staff published a bilingual public hearing notice Saturday, August 31, 2019 in the Madera Tribune. The notices contained details

about the date, time, and location for the public hearing. Each notice stated citizens' comments may be submitted in person and in writing until 5 p.m., Friday, September 13, 2019. No comments were received as of the writing of this staff report.

In summary, the CAPER reflects that the City is making progress to expend its CDBG funds in a timely manner and in meeting the program's primary objectives. The City has a total balance of CDBG funds of $2,117,010.64, which is an accumulated balance of grant funds awarded since the 2014/2015 program year, and includes the 2019/2020 allocation, which was just recently approved. The specific year balances consist of remaining grant amounts as follows:

Program Year	*Amount*
2014/2015	$64,144.59
2015/2016	$29,791.38
2016/2017	$339,609.57
2017/2018	$229,385.81
2018/2019	$625,826.29
2019/2020	$828,253.00
Total	**$2,117,010.64**

During FY 2018/2019, the City spent $251,420.71 through June 30, 2019. While not all expenditures were drawn down during that year, agencies are making progress in completing projects under that year's allocations and the remainder of the allocation balances are anticipated to be drawn before June 30, 2020. This performance demonstrates the City's commitment to meeting the objectives of the CDBG program and recommends that Council approve submission of the 2018/2019 CAPER.

The following provides a summary of CDBG Capital Projects/Public Improvement activities funded during 2018/2019, their status, allocation amount and expenses to date.

Community Action Partnership of Madera County Fresno/Madera Continuum of Care, $16,950

This program helped to address community challenges created by homelessness, coordinated case management, intake and referrals with the local and regional collaboration of homeless service providers, entered and accessed data in the Homeless Management Information System, and promoted through regional collaboration, services for the homeless, community linkages to services and represented Madera in the Fresno/Madera Continuum of Care. The program staff researched future HUD proposals to finance programs to assist homeless persons and families within Madera and coordinated the local Point-in-Time survey and Housing Inventory Count. In 2017, 2,016 homeless persons were counted between Madera and Fresno, and in 2019, 2,508 homeless persons were counted. This represents an increase of 492 homeless persons and a 24.4 percent increase.

Madera Coalition for Community Justice, $10,000

Recruitment drives to enlist City of Madera youth participants in the Youth Leadership Program were conducted at junior high and high schools, local food share events, and the Youth Leadership Conference. Majority of participants demonstrated drastic interest in pursuing a higher education in engineering and law. The program taught participants to develop and expand their communication skills, teamwork and individual and professional skills. Through participation in the preparation for events, participants learned how to organize and execute successful events. The program inspired youth to be more involved in the community and after school activities. They also gained a deeper understanding of the importance of education and student involvement. Students learned to understand class participation has a significant impact on their future opportunities when it comes to applying for higher education. A total of 34 youth (27 low/moderate income) were served.

Parks Senior Services, $131,180

The Meals on Wheels program provides a nutritious and balanced meal five days per week throughout the year, excluding holidays, at two meal sites. In PY 2018/2019, 16,078 duplicated (a senior was served more than once) meals were served between the two congregate meal sites. The Meals on Wheels program delivers seven nutritious meals, fresh fruits and vegetables once per week to qualified homebound seniors. In PY 2018/2019, the program delivered 34,006 meals. Fitness and wellness programming take place at all three locations which include Tai-Chi, Zumba, aerobics, walking, chair exercise, water aerobics, yoga and dance instruction. Safety discussions led by local law enforcement, technology related programs, genealogy classes, arts & crafts programs, Karaoke, ceramics classes, educational speakers, games, inter-generational programming, cooking classes, social dances and a variety of local and regional field trips. Overall, the program served 467 unduplicated seniors. According to the seniors involved the programs and services deliver the following outcomes:

- The benefits of the senior programming provide a safe place to come.
- Takes the stress away from everyday living.
- Provides new friendships and fosters existing friendships.
- Provides nutritious meals that otherwise would not be available for some seniors.
- Provides a better quality of life.
- It is a place to socialize but much more.
- For older citizen's, socialization is crucial for depression, loneliness, mental cognitive function.
- It is a safe place to congregate with others for nutrition, arts and crafts, karaoke, dancing, exercise and other positive activities that would not exist for us if not for this program.

Madera Rescue Mission, $10,000

The objectives of this agency's programs are to meet the basic needs of the homeless, low-income families and children in the community. It promotes its Rehabilitation Program through social media and radio. That program strives to insure graduates can stay sober working members

of the community. On a regular basis, the program provides food, shelter and rehabilitation programs. The services are provided every day, 108,000 meals were served, and 36,000 total bed nights were provided during the FY. The CDBG allocation supported their operations in order to support the development of their programs and activities.

Doors of Hope, $6,678

This program developed a new co-parenting program curriculum for Spanish speaking clients. A bilingual volunteer works two days per week with Hispanic clients referred by Family Court Services, Department of Social Services, Child Protection Services, County Public Health Department, Probation and Parole. The new program promotes communication between divorced/separated parents along with new parenting skills and lowers the conflict between parents. In addition, the program teaches co-parents by utilizing the "Put the Children First" and "One Heart—Two Homes" models used internationally by courts, professionals and family therapy groups. Doors of Hope established a new program, "Clean and Healthy Diaper Program" in partnership with Central California Food Bank. This allows distribution of diapers to any mom or dad within the community. Doors of Hope is working with Google media to reach more of the younger population.

Pequeños Empresarios, $6,665

This program's objectives are to provide early childhood education in healthy eating, manners, respect for the planet and financial literacy. The program served seven children (six from low to moderate income households). During the year the seven children tested higher on the objectives than when they entered the program.

Temporary Housing for Homeless Families at Pomona Ranch, $54,571

The Housing Authority of the City of Madera proposed to replaced watercoolers with HVAC systems on ten units at the Pomona Ranch. In doing so, homeless families could obtain housing during the off season (November through March). Ten families (27 persons) received housing. The chart below provides demographics of the families assisted.

Gender	
Male	12
Female	15
Age	
0-10	7
11-17	8
18-25	2
26-35	5
36-50	2
51-65	3
Disability	2
Income by Household	

Extremely Low	8
Very Low	1
Low	1

*Parks Americans with Disabilities Act (ADA) Improvements and Centennial Park Rehab and Lighting, $5,261*These activities were awarded to the Parks and Community Services Department. Both the primary and secondary managers working on this project are not currently working with the City. Delays are the result of reduced staffing. Recently, it has been assigned to the Engineering Department. The design phase of the project has already been completed. It is expected to be advertised for construction bidding within a month.

Virginia Lee Rose Elementary School Pedestrian Signal, $16,377

Project moved forward as planned. City followed up with supplier to ensure that all of the materials necessary for the installation were delivered in a timely manner. The Rectangular Rapid Flashing Beacon was installed on January 9, 2019.

Stadium Road and Gary Street Pedestrian Improvements, $26,602

The project consists of the installation of sidewalks along East South Street between Austin Avenue to Lake Street, Austin Avenue between East South Street to Lincoln Avenue and sidewalk gap closure along Lincoln Avenue between D Street extending east to the alley. The project also includes ADA access ramps. Development of a Request for Proposal is currently underway.

Right-of-Way (ROW) acquisition was necessary from owners of six parcels. All six parcels required a land acquisition for a four-foot strip along the north side of South Street. Agreements for Purchase and Sale and Easement Deeds were executed by the property owner of all six parcels. The value of the land for the acquisition from the six parcels is $19,819. Funds for the ROW acquisition were included in the City's Fiscal Year 2018/2019 Budget.

On May 17, 2017, the City determined that the Project is Categorically Exempt from California Environmental Quality Act {CEQA) pursuant to Section 15301{a-e) of the CEQA Guidelines, and that the project is subject to Categorical Exclusion from the National Environmental Policy Act (NEPA) Pursuant to 24 CRF Section 58.35{a). Council approved the acquisitions during its July 17, 2019 Council meeting.

Millview Community Center Improvement, $130,000

Staff assessed the condition of the roof and worked with vendors to develop an estimate. A vendor was selected, and construction completed ahead of next year's anticipated rain season. This project was successfully completed.

Small Business Revolving Loan Fund (RLF)

The RLF issued one loan ($125,000) to GQ Investments doing business as Sugar Pine Smokehouse. The loan included $98,031 in RLF Program Income and $26,969 from the City's CDBG allocation

to the Madera County Economic Development Commission. Personal guaranties by all investors and Deeds of Trust on each of the investors' residential homes were obtained as collateral. This new, moderately priced, restaurant contributes to increasing the number of local entertainment venues in the City.

FINANCIAL IMPACT:

Approval of the CAPER will not have a direct financial impact on the General Fund but will satisfy HUD requirements and maintain the City's eligibility for future cycles of CDBG funding.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The programs and projects discussed in this report advance the following Vision Plan objectives:

Fresno/Madera Continuum of Care

Strategy 113:	City Facilities Accessibility: Promote greater accessibility of City facilities and services to meet the needs of various cultural, socioeconomic, and disabled groups.

Madera Coalition for Community Justice and Parks Senior Services and Pequeños Empresarios

Strategy 215:	Educational and Occupational Opportunities: Ensure educational and occupational opportunities are available for all Maderans.
Strategy 303.3:	Strengthen neighborhood associations.
Strategy 407:	Promote and expand existing services, supportive services, case management, and self-sufficiency for Madera residents to maintain independent lifestyles.

Parks Senior Services

Strategy 406:	Elder Independence: Promote and expand existing services to allow Madera's elders to maintain independent lifestyles.

Madera Rescue Mission and HACM Pomona Ranch

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

Doors of Hope

Strategy 404:	Community Wellness: Promote increased community wellness.
Strategy 406:	Community Safety: Reduce the incidence of domestic violence within the community including child abuse; spousal abuse; crimes against youth and the elderly; and crimes committed by youth.

Parks American with Disabilities Act (ADA) Improvements and Centennial Park Rehab and Lighting

Action 113.3:	Establish budgets to ensure all City facilities that provide services to the public are ADA compliant.
Action 113.4:	Provide parking with easy access for the handicapped.

Action 121.10: Add facilities and amenities for the public.
Strategy 411: Enhance and expand recreational activities available to Maderans.

Stadium Road and Gary Street Pedestrian Improvements and Washington Elementary School Sidewalk Improvements

Strategy 406: Community Safety: Reduce the incidence of domestic violence within the community including child abuse; spousal abuse; crimes against youth and the elderly; and crimes committed by youth.
113.3: Establish budgets to ensure City facilities that provide services to the public are ADA compliant.
Strategy 126.6: Establish budgets to redevelop existing streets to install sidewalks, curb cuts, street lights and landscaping strips.
Strategy 132.2: Update arterials and collector streets to accommodate bicycles, pedestrians and transit vehicles.

Pomona Ranch Temporary Housing for Homeless Families

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

Small Business RLF

Strategy 331: Workforce Capacity: Expand and diversify business opportunities within Madera to provide workforce capacity.

ALTERNATIVES:

- Deny approval of the CAPER
- Deny approval of the Resolution
- Direct staff to bring forward a new CAPER and Resolution
- Direct staff to not submit the CAPER to HUD

ATTACHMENTS:

1. Resolution
2. CAPER
3. Financial Summary

RESOLUTION NO. 19 -_____

A RESOLUTION APPROVING THE 2018/2019 COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT AND FINANCIAL SUMMARY REPORT

WHEREAS, the Consolidated Annual Performance and Evaluation Report ("CAPER") reflects City of Madera's (City) performance of its 2018/2019 CDBG Action Plan; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires entitlement communities receiving CDBG funds to annually review and publicly report on the progress made in carrying out its Annual Action Plan; and

WHEREAS, submission of the CAPER is the reporting tool HUD requires to meet this obligation and is due to HUD within 90 days after program year-end on June 30, 2019; and

WHEREAS, as required by HUD regulations and the Citizen Participation Plan (CPP), staff obtained citizen participation for the CAPER by publishing bilingual public hearing notices inviting the public to provide input; and

WHEREAS, the CPP is required by HUD for jurisdictions receiving CDBG funds to solicit and obtain input primarily from low- to moderate-income residents; and

WHEREAS, staff published a bilingual public hearing notice Saturday, August 31, 2019 in the Madera Tribune; and

WHEREAS, the notices contained details about the date, time, and location for the public hearing; and

WHEREAS, each notice stated citizens' comments may be submitted in person and in writing until 5:00 p.m., Friday, September 13, 2019; and

WHEREAS, no comments were received as of the writing of this staff report; and.

WHEREAS, staff recommends approval of the CAPER to ensure compliance with HUD and to ensure that City's continued receipt and use of CDBG funding is not jeopardized; and

WHEREAS, at its regular City Council meeting of September 18, 2019, the City Council held a public hearing to consider the CAPER.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The City Council approves the "2018/2019" U. S. Department of Housing and Urban Development City of Madera Consolidated Annual Performance and Evaluation Report and Financial Summary Report a copy of which is attached hereto as Exhibit 1.

3. This resolution is effective immediately upon adoption.

* * *

CAPER

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Major initiatives and highlights proposed executed throughout the program year are as follows:

1. Addressed community challenges created by homelessness, coordinated case management, intake, and referrals with the local and regional collaboration of homeless service providers, input andaccessed data to the Homeless Management Information System and represented Madera in the Fresno/Madera Continuum of Care.

2. Supported staffing, supplies and associated programming costs for Parks' suite of senior activities (1) Meals on Wheels, (2) Recreation and enrichment at two congregate sites. The program served 467 seniors.

3. Increased access to scholarships for higher education to 34 youth (27 low/moderate) high school students.

4. Upgraded six units at the Pomona Ranch Housing Center with air conditioning and heating to provide temporary residences and a continuum of care for homeless families with children.

5. Initiated construction of new, five-foot wide sidewalks with ADA compliant corner ramps and approaces on Lincoln Avenue, South Street and Austin Street adjacent to George Washington Elementary School.

6. Assisted the Madera Rescue Mission with Administration and Operating expenses (108,000 meals were served and 36,000 total bed nights were provided).

7. Assisted Door of Hope Preganancy Care Center with office and educational supplies and brochures advertising their services (221 clients were served).

8. Assisted Pequenos Empresarios to provide early childhood education in healthy eating, manners, respect for the planet and financial literacy (seven children were served (six from low- to moderate-income households).

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9. Initiated ADA improvements to Centennial Park, the Pan Am Community Center, Bergon Senior Center and City Hall.

10. Installed a Rectagular Rapid Flashing Beacon nead a new elementary school (Virginia Lee Rose).

11. Obtained Right-of-Way acquisitions for new ADA compliant sidewalks adjacented to an elementary school (George Washington).

12. Initiated installation of sidewalks near Madera High North, Madison and Alpha Elementary Schools and Madera High South.

13. Installed a new roof on the Millview Community Center.

14. Issued a Small Business Loan to GQ Investments doing business as Sugar Pine Smokehouse.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Decent Housing (1)	Affordable Housing	CDBG: $0 / CalHome: $	Direct Financial Assistance to Homebuyers	Households Assisted	8	0	0.00%			
Decent Housing (2)	Affordable Housing	CDBG: $0 / CalHome: $	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	6	0	0.00%			
Decent Housing (2)	Affordable Housing	CDBG: $0 / CalHome: $	Direct Financial Assistance to Homebuyers	Households Assisted	0	0				

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Decent Housing (3)	Affordable Housing	CDBG: $0 / CalHOME: $ / CalHome: $ / HOME: $	Homeowner Housing Rehabilitated	Household Housing Unit	89	0	0.00%			
Decent Housing (4)	Affordable Housing	CDBG: $	Housing for Homeless added	Household Housing Unit	10	6	60.00%	6	10	166.67%
Decent Housing (4)	Affordable Housing	CDBG: $	Other	Other	1	1	100.00%			
Expanded Economic Opportunities (1)	Non-Homeless Special Needs	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	60	34	56.67%	30	41	136.67%
Expanded Economic Opportunities (2)	Non-Homeless Special Needs	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	358	221	61.73%			
Expanded Economic Opportunities (2)	Non-Homeless Special Needs	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		358	547	152.79%
Homeless Prevention (2)	Homeless	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0				

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Homeless Prevention (2)	Homeless	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	0	0				
Homeless Prevention (2)	Homeless	CDBG: $	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0				
Homeless Prevention (2)	Homeless	CDBG: $	Homelessness Prevention	Persons Assisted	196	26	13.27%			
Suitable Living Environment (1)	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	21089	0	0.00%	21089	0	0.00%
Suitable Living Environment (1)	Non-Housing Community Development	CDBG: $	Other	Other		0				
Suitable Living Environment (3)	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	15948	43280	271.38%	15948	43280	271.38%
Suitable Living Environment (3)	Non-Housing Community Development	CDBG: $	Other	Other	0	0				
Suitable Living Environment (4)	Non-Homeless Special Needs	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	21089	0	0.00%	9140	5200	56.89%

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Suitable Living Environment (5)	Non-Homeless Special Needs	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted		0				
Suitable Living Environment (5)	Non-Homeless Special Needs	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	700	472	67.43%	500	467	93.40%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

A portion of the City's CDBG Administration allocation funded the Community Action Partnership of Madera County (CAPMC) local and regional homeless services coordination. In 2017, 2,016 homeless persons were counted between Madera and Fresno, and in 2019, 2,508 homeless persons were counted. This represents an increase of 492 homeless persons and a 24.4 percent increase. The Madera Coalition for Community Justice served 34 youth were including 27 low- to moderate-income youth. The Meals on Wheels program provided 16,078 duplicated meals and overall the program served 467 unduplicated seniors. The Madera Rescue Mission provided three meals daily, or 108,000 meals and 36,000 total bed nights were provided during the FY.

Doors of Hope Pregnancy Care program served 221 clients. Pequeños Empresarios served seven children (six from low to moderate income households. The Housing Authority of the City of Madera housed ten families (27 persons). The design phase of the project has already been completed for American with Disabilities Act (ADA) Improvements at Centennial Park Rehab and Lighting project. A Rectangular Rapid Flashing Beacon was installed on January 9, 2019 at Virginia Lee Rose Elementary School. Stadium Road and Gary Street Pedestrian Improvements project acquired land adjacent to George Washington Elementary School. For the Millview Community Center Improvement new roof was completed ahead of schedule. The Small Business Revolving Loan Fund issued one loan ($125,000) to GQ Investments doing business as Sugar Pine

Smokehouse.

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CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	216
Black or African American	87
Asian	13
American Indian or American Native	21
Native Hawaiian or Other Pacific Islander	11
Total	**348**
Hispanic	820
Not Hispanic	348

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Hispanics are the largest Ethnicity served with CDBG funds. However, the program serves residents of other races and ethnicities. A large number of participants (348) report their Ethnicity as Not Hispanic/Other.

According to the above total of racial and ethnic status of families assisted, CDBG assisted a total of 1,168 families. Of this number, 820 Hispanic families consist of 70 percent of families assisted. Whereas, White families make up 19 percent, Black of African American make up 0.07 percent, 0.01 percent for Asians, 0.02 percent for American Indian or American Native and 0.009 for Native Hawaiian or Other Pacific Islander.

According to the 2013-2017 American Community Survey Demographic and Housing Estimates, Madera's Hispanic/Latino (of any race) make up 78.8 percent of the population. Whites alone make up 14.9 percent, Black or African American are 3 percent, American Indian and Alaska Native alone are 0.4 percent, Asians alone are 1.7 percent, Native Hawaiian and other Pacific Islander alone make up 0.1 percent and Some Other Race along are 0.2 percent of the population.

The percentage of families assisted by CDBG are close to the percentages in the ACS Survey Estimates. This indicated City is meeting and serving Madera's racial and ethnic populations.

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CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	872,067	539,288
Other	public - federal	12,500	

Table 3 - Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of Madera City Limits	100	100	

Table 4 – Identify the geographic distribution and location of investments

Narrative

All funds were spent within CDBG eligible Census Tracts. Projects from multiple years are underway and expected to be completed on or before June 30, 2020.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Some subreceipients have additional resources to leverage with their CDBG allocations. Resources made available to carry out CDBG-funded subrecipient activities include sources from the Fresno/Madera Area Agency on Aging, Local Workforce Innovation and Opportunity Act, CalWORKs, Department of Rehabilitation, Local Transporation Funds and Development Impact Fees. In addition, some subreceipients receive donations and utilize in-kind volunteers.

The Successor Agency sold to parcel to the Housing Authority of the City of Madera's nonprofit, Madera Opportunities for Resident Enrichment (MORES). MORES in conjunction with a developer and City as a co-applicant. Departments submitted a successful application to the State Department of Housing and Community Development's Sustainable Housing and

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Communities grant program.

The Downtown Madera Veterans and Family Housing (DMVFH) project is a 48-unit affordable housing development for extremely-low to low-income households earning between 30 and 60 percent of Area Median Income. DMVFH is located at the intersections of C and 5th Streets, on two publicly owned sites. The project includes seven units as supportive improvements to sidewalks, bicycles routes and connections to transit between the project site and key destinations in Madera. it includes two, three-story buildings with a diverse unit mix of 18 studios, 10 one-bedroom, 12 two-bedroom and 8 three-bedroom apartments.

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CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	10
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**0**	**10**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
Total	**0**	**0**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

CDBG funds did assist with the retrofit of sixteen units at the Pomona Ranch Housing Center. Ten homeless families (27 persons) received housing from November 2017 through March 2018. These families also received case management services, financial education and assistance with deposits for their housing arrangements after March 2018. Some obstacles encountered are as follows:

- Unauthorized person in household reported. Oder of marijuana in unit. Police inspections conducted. Boyfriend made residents nervous by staring at them and touching himself.

- One household received a Section 8 Voucher and looked for a two-bedroom unit. Moved in temporarily with friend.

- One household moved in with family members.

- A household was in noncompliance with income reporting. Two letters were sent; however, there was no response. Household would not return phone calls. Shortly after reporting income, case worker was informed that an income earner lost their job.

- Another household's daughter was reported as a runaway and parents failed to report to authorities.

- A household move in with the boyfriend's mother and daughter (14 years of age) became pregnant.

- A household came into the Program with a Section 8 Voucher from Fresno. Credit record and outstanding PG&E bill were barriers to locating housing. This household was assisted by the FMCOC to find an apartment.

- One tenant found employment in Madera; however, she married and moved to Bakersfield with husband parents temporarily.

- Another household failed to follow lease and house rules. Warned and evicted based on smoking and unauthorized pets.

Discuss how these outcomes will impact future annual action plans.

The obstacles mentioned above impacted future the outcomes and future CDBG funding. The program failed to find eligible applicants and, for those it did not, many infractions were encountered. Staff will work to continue to seek funding to address homelessness.

Plans to address housing needs will be included in future annual action plans by focusing efforts to obtain other funding sources such as from the State Department of Housing and Community Development's HOME program and additional sources from the California 2017 Housing Package.

The Community Action Partnership of Madera County submitted an Emergency Solutions Grant application. As of this writing, The Fresno Department of Social Services was the Fiscal Agent and grew tired of dealing with HCD requirements to obtain an agreeement. If the funds are access, they will help

with Outreach, Homeless Preention, Rapid Rehousing and Emergency Shelter in the form of hotel payments for those who might not be eligible to go to the Madera Rescue Mission.

The City is very much committed to working with the County and local non-profits and service providers to access funds available through SB 850: the Homeless Emergency Aid Program (HEAP) and California Emergency Soultions and Housing (CESH). While attempts were made to submit applications, the rating and ranking committee did not award them. A successful grant award and its activities would be included in future annual action plans. Resolutions are required to declare a shelter crisis. The 2018 Point-in-Time count identified 310 sheltered and unsheltered homeless people in Madera County. Thousands of dollars have been spent on law enforcement, code enforcement, outreach and the constant cleanup efforts of the riverbed. This supports the approval of the resolutions declaring a shelter crisis.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	8	0
Low-income	2	0
Moderate-income	0	0
Total	**10**	**0**

Table 7 – Number of Households Served

Narrative Information

The Community Action Partnership of Madera County manages a program to address community challenges created by homelessness, coordinated case management, intake and referrals with the local and regional collaboration of homeless service providers, entered and accessed data in the Homeless Management Information System, and promoted through regional collaboration, services for the homeless, community linkages to services and represented Madera in the Fresno/Madera Continuum of Care. The program staff researched future HUD proposals to finance programs to assist homeless persons and families within Madera and coordinated the local Point-in-Time survey and Housing Inventory Count. In 2017, 2,016 homeless persons were counted between Madera and Fresno, and in 2019, 2,508 homeless persons were counted. This represents an increase of 492 homeless persons and a 24.4 percent increase.

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CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City participates on the Madera Homeless Coalition. This coalition consists of representatives from the Department of Social Services, local faith-based organizations, Madera Food Bank, Madera Rescue Mission, the Madera County Sherriff's Department and the Madera Police Department. The Community Action Partnership of Madera County leds the Coalition. Efforts to meet specific objectives for reducing and ending homelessness are evaluated thereby resulting in the direction taken to reach out to homeless persons.

Outreach efforts are conducted through the annual Point-in-Time Count, Homeless Awareness Day and inconjuction with the Code Enforcement Division's scheduled encampment clean up events.

From the period of July 1, 2018 through September 27, 2019, outreach was conducted two times to homeless encampments, streets and parks. Twenty-five contacts were made. From the period of October 1, 2018 to December 27, 2018, outreach was conducted two time to homeless encampments, streets and parks. Forty-eight contacts were made.

One outreach event was conducted from January 1 to March 2019 to homeless encampments, street and parks. Fourteen contacts were made. From April 1 to June 30, 2019, outreach was conducted three times to homeless encampments, streets and parks. Thirty contacts were made. All 117 contacts were updated and posted to the Fresno/Madera Continuum of Care's Homeless-By-Name List.

Addressing the emergency shelter and transitional housing needs of homeless persons

There is a need to establish additional emergency shelters, transitional and permanent supportive housing. The City actively seeks to support and work with local organizations, the Community Action Partnership of Madera County and the Housing Athority of the City of Madera to obtain funds from the California 2017 Housing Package, HEAP and SOAR to meet the need for additional emergency shelters, transitional and permanent supportive housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The Fresno/Madera Continuum of Care received funding to establish a SOAR (SSI/SSDI Outreach, Access and Recovery) Cohort. This is a national initiative designed to increase access to SocialSecurity Administration disability benefits, including Supplemental Security Income and Social Security Disability Insurance (SSI/SSDI). Eligible adults include persons experiencing or at risk of homelessness and have a mental illness, medical impairment and/or a co-occurring substance use disorder. Implementation of this program in criminal justice settings and reentry efforts can reduce recidivism. The program benefits provide financial asssistance to pay for housing, food and clothing ending homelessness, increasing stability and promoting recovery.

These tasks align with the City's homelessness prevention Consolidated Plan goal to help low-income individuals and families avoid becoming homeless by providing funding for service providers that serve these populations and assist residents in becoming self-sufficient.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

As of December 31, 2018, Shunammite Place staff are currently working with ten homeless individuals to help collect documents that verify eligibility for homeless programs. Because the CDBG contract support CAPMC's participation on the FMCoC Board, CAPMC is able to maintain its funding of the Shunammite Place Homeless Program. Indirect outcomes to the CDBG contract are as follows: one chronically homeless woman was housed; one chronically homeless family of 3 with a newborn on the was housed. Included in the family was one veteran. The new men's unit housed six chronically homeless men.

CAPMC entered into a contract with Madera Behavioral Health in the amount of $119,284 to provide Outreach Services for the severely mentally ill. Two outreach homeless workers were hired. Full-time staff dedicated to providing outreach services 100 percent of the time helped develop a realistic Homeless By-Name listing for Madera County. In addition, the outreach workers also helped more homeless people with documentation verifying eligibility for housing programs for homeless persons and help with providing connects to services.

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CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City and the Housing Authority of the City of Madera (HACM) are potentially the two agencies receiving annual allocations of Federal housing funds. Yet, the annual allocations for both are insufficient to address the extent of households paying more than half of their income for rent or living in substandard housing and for providing additional public housing. A portion of the HACM's budget is allocated to maintenance thereby addressing health and safety need of their public housing units.

The Successor Agency sold to parcel to the Housing Authority of the City of Madera's nonprofit, Madera Opportunities for Resident Enrichment (MORES). MORES in conjunction with a developer and City as a co-applicant. Departments submitted a successful application to the State Department of Housing and Community Development's Sustainable Housing and Communities grant program.

The Downtown Madera Veterans and Family Housing (DMVFH) project is a 48-unit affordable housing development for extremely-low to low-income households earning between 30 and 60 percent of Area Median Income. DMVFH is located at the intersections of C and 5th Streets, on two publicly owned sites. The project includes seven units as supportive improvements to sidewalks, bicycles routes and connections to transit between the project site and key destinations in Madera. it includes two, three-story buildings with a diverse unit mix of 18 studios, 10 one-bedroom, 12 two-bedroom and 8 three-bedroom apartments.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The HACM established the Madera Opportunities for Resident Enrichment and Services, Inc. (MORES). According to the MORES Bylaws, MORES is organized for public purposes, to assist persons and families of moderate to very low income obtain and provide housing, housing counseling and become self-sufficient and self-reliant.

All Public Housing families are invited to participate in beccoming a Resident Advisory Board (RAB) member. The members take on an important role in the policy, procedures and program implementations. RAB members make recommendationis regarding the development of the Agency Plan or any significant amendments or modification to the Agency Annual or Five-Year Plans. All Public Housing participants are invited and encouraged to participate in the Family Self Sufficiency (FSS) program. This program encourages families to become homeowners.

Families in the FSS and Resident Oppportunities and Self-Sufficiency programs are given information on training and employment opportunities and other community resources. At the time that a family moves in to a Public Housing unit, a survey is given to them to see what kinds of supportive services is needed for them.

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Actions taken to provide assistance to troubled PHAs

HACM is not designated as a "troubled."

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CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Madera meet the California Department of Housing and Community Development objectives and strategies as follows:

Access to Opportunity

Outreach and Engagement: Engaged in campaign or other approach to combat NIMBYism--Housing Element and Zoning Ordinance support a variety of housing supply.

Ensure language access (e.g., translation, interpretation and multi-lingual staff) in needed languages in materials and at meetings)--Bilingual (English and Spanish) public meeting and hearing announcements are published and posted. Bilingual staff available for public meetings.

Support strategies to facilitate leadership development (improving capacity to engage in locla decision-making)--Citizens' Police Academy facilitate leadership development. Non-profits awarded funds for youth and parent engagement activities. Citizens' Leadership Academy facilitates citizens learning and understanding of local government operations through a cohort of Department heads.

Recruit residents from neighborhoods to serve or participate in boards, committees and other local government bodies--The City Council is elected by district and the Mayor is elected at-large. Each Council Member appoints persons from their district to boards, committees and other local government bodies.

Provides training for staff, elected officials and appointees on issues of disparity, structural racism and inequality--Included as part of HUD's new Affirmatively Furthering Fair Housing Plan.

Meetings are conducted at suitable times, accessible to people with disabilities and public transit with interpretation and translation services--Meetings are held in the evenings in locations accessible to persons with disabilities and interpretation/translation services provided.

Actively seek a variety of funding opportunities such as rehabilitation, parks, transit and active transportation--Staff actively seeks funding sources to rehab homes and develop parks, expand transit and provide pedestrian and bicycle transportation.

Develop a proactive code enforcement program that targets rehabilitation needs, results in repairs and mitigates potential costs, displacement and relocation impacts on residents--A rental housing inspection program was approved by an Ordinance. Both single-family and multi-family rental housing is inspected.

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Seek funding to prioritize basic infrastructure improvements while mitigating displacement and increased costs to vulnerable populations (e.g., seiors, persons with disabilities and farmworkers)--Staff actively seeks funds to improve infrastructure in disadvantaged areas of the City. No displacement or increased costs are assocaited with these improvements.

Target acquisition and rehabilitation of vacant and blighted properties--Staff actively seeks funds for infill development. Council adopted three incentive programs to assist businesses and non-profits operating downtown by waiving engineering, planning and building fees for remodeling and ADA improvements.

Affirmatively market or take other actions to promote use of housing choice vouchers in high opportunity areas--The HACM promotes the use of housing choic vouchers citywide.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

In Program Year 2018/2019, the City funded programs and activities to address underserved needs as follows:

- CAPMC to coordinate local and regional efforts to address homelessness through the FMCoC.
- Madera Coalition for Community Justice Youth Leadership Program to provide youth leadership skills by carrying out community service projects and receiving resources for scholarships and loans to continue their higher education.
- Parks Senior Services Program to provide senior with nutritious meals five days per week, excluding holidays, and the Meals on Wheels Program to provide home-bound seniors with seven meals per week including fruits and vegetables.
- Doors of Hope Pregnancy Resource Center provide couseling, anger management and co-parenting classes.

- Youth Leadership Institute worked with youth to establish leadership skills and to work along with the City Council on matters that interest the youth.Pequenos Empresarios provided early childhood education in healthy eating, manners, finance and care for the planet.
- HACM Pomona Ranch Housing Center temporary housing for the homeless.
- George Washington Elementary School Sidewalk Improvement Project.Virginia Lee Rose Elementary School Pedestrian Improvements.Stadium Road and Gary Lane HAWK Signal serving two high schools and two elementary schools.
- Public Works Millview Community Center new roof.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

In Program Year 2017/2018, the City offered the following strategies to reduce lead-based paint hazards:

- All City capital improvement projects follow lead-based paint safety regulations and policies.

Provide lead-based paint testing as required by funding sources for residential rehabilitation and acquisition

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City provided assistance to at-risk youth and their families, to homebound seniors and seniors at Senior Centers. Advise, social activities, leadership strategies and multiple resources were provided to these individuals and families to help them achieve more stable and healthy lives.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City's CDBG-funded programs are administered by the City's Grants Department. This Department works collaboratively with other City Departments such as Planning, Community Development, Engeering, Finance, Building, Public Works and Parks. City staff is on the local FEMA Board, attends the Madera Homeless Coalition and the Fresno/Madera Continuum of Care meetings. Participation in these committees help the City CDBG program and Grants Department stay current and aware of the most pressing community needs, as well as, allows networking/problem solving with local/regional social service providers and to bring in additional resources to meet these needs.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City continued to participate on the FEMA Board, the Madera Homeless Coalition and the Fresno/Madera Continuum of Care meetings. In addition, the City collaborated with the HACM on the Affordable Housing and Sustainable Communities (AHSC) grant, and with the CAPMC on the SSI/SSDI Outreach, Access and Recovery (SOAR), HEAP and CESH grant programs.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

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While two attempts were conducted to obtain a consultant for paired, systematic and thorough discrimination testing of single-family rental, new construction and multi-family units, the attempts were unsuccessful. On the first attempt, one consultant responded; however, after phone conferences between the consultant and City staff, it was determined that the scope of work was not the consultant's expertise. The consultant interpreted the scope of work as monitoring/testing of city-owned federal and state assisted housing. The City does not own federal or state assisted housing. Staff will continue to conduct outreach to obtain a consultant and expand the RFP's circulation through electronic, on-line sources.

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CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

City staff is available to offer assistance and answer questions of sub-recipients, and is in contact with each sub-recipient quarterly regarding quarterly reports, invoices and other matters. Staff works with departments issuing CDBG-funded RFPs to ensure minority business and Section 3 outreach and compliance is included. City staff coordinate with the CAPMC and the HACM to comprehensively plan and prioritiz specific objectives for reducing and ending homelessness. Staff also seeks opportunities for funding through the 2017 California Housing Package, SOAR, AHSC and HEAP programs.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City posted notices of the availability of the CAPER in the local newspaper, the Madera Tribune. These postings are required according to the City's Citizen Participation Plan. The notices contained the start and ending dates to receive comments and the staff contact information. No written or verbal comments were received.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Per recent requests from HUD, to further the community engagement outreach efforts and to ensure

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that resident's input is meaningful and informed when developing the Action Plan, City staff expanded its outreach and community engagement. Consequently, resident's input was prioritized in the development of the Action Plan. This was done through the development of an Asset Based Community Development (ABCD) outreach approach when attending events and meetings, collecting surveys, having discussions with residents at educational centers, religious institutions, and commercial sites, all aiming to determine what residents considered to be the most pressing needs that CDBG funds should support.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

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CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Per recent requests from HUD, to further the community engagement outreach efforts and to ensure that resident's input is meaningful and informed when developing the Action Plan, City staff expanded its outreach and community engagement. Consequently, resident's input was prioritized in the development of the Action Plan. This was done through the development of an Asset Based Community Development (ABCD) outreach approach when attending events and meetings, collecting surveys, having discussions with residents at educational centers, religious institutions, and commercial sites, all aiming to determine what residents considered to be the most pressing needs that CDBG funds should support.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

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FINANCIAL SUMMARY

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PART I: SUMMARY OF CDBG RESOURCES	
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	0.00
02 ENTITLEMENT GRANT	872,067.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	872,067.00
PART II: SUMMARY OF CDBG EXPENDITURES	
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	516,990.13
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	516,990.13
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	106,660.79
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	623,650.92
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	248,416.08
PART III: LOWMOD BENEFIT THIS REPORTING PERIOD	
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	516,990.13
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	516,990.13
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%
LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS	
23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS	
27 DISBURSED IN IDIS FOR PUBLIC SERVICES	116,851.31
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	116,851.31
32 ENTITLEMENT GRANT	872,067.00
33 PRIOR YEAR PROGRAM INCOME	100,000.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	972,067.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	12.02%
PART V: PLANNING AND ADMINISTRATION (PA) CAP	
37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	106,660.79
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	106,660.79
42 ENTITLEMENT GRANT	872,067.00
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	872,067.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	12.23%

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	5	257	6228531	MRM Services	03C	LMC	$2,526.47
2018	5	257	6242134	MRM Services	03C	LMC	$2,485.15
					03C	Matrix Code	$5,011.62
2010	18	184	6214097	Soccer Project Phase 2	03F	LMA	$53,971.40
2010	18	184	6215002	Soccer Project Phase 2	03F	LMA	$17,311.33
2015	8	230	6228531	Pan Am and Frank Bergon ADA Improvements	03F	LMA	$19,422.76
2015	8	230	6256181	Pan Am and Frank Bergon ADA Improvements	03F	LMA	$590.33
2016	7	241	6214097	Centennial Park Rehabilitation and Lighting Project	03F	LMA	$10,563.21
2016	7	241	6215002	Centennial Park Rehabilitation and Lighting Project	03F	LMA	$1,000.00
2016	7	241	6256181	Centennial Park Rehabilitation and Lighting Project	03F	LMA	$911.57
2018	9	265	6242134	Parks ADA Improvements Phase II	03F	LMC	$5,180.00
					03F	Matrix Code	$108,950.60
2016	9	243	6214097	Solar Powered LED Street Lights	03K	LMA	$3,086.48
2017	7	251	6215002	E. Yosemite Ave. and Elm St. Intersection Improvements	03K	LMA	$179,332.00
2017	7	251	6228531	E. Yosemite Ave. and Elm St. Intersection Improvements	03K	LMA	$50,768.00
2017	8	250	6256181	Washington Elementary School Sidewalk Improvements	03K	LMA	$8,304.13
2018	10	263	6256181	VLR Flashing Beacon	03K	LMA	$16,377.93
2018	11	266	6256181	HAWK Pedestrian Signal	03K	LMA	$1,339.06
					03K	Matrix Code	$259,207.60
2018	2	267	6228531	MRM Administration	03T	LMC	$2,500.00
2018	2	267	6242134	MRM Administration	03T	LMC	$2,500.00
2018	12	264	6256181	Pomona Ranch Phase II	03T	LMC	$31,087.95
					03T	Matrix Code	$36,087.95
2018	14	260	6242134	Parks Senior Services	05A	LMC	$51,014.81
2018	14	260	6256181	Parks Senior Services	05A	LMC	$14,575.66
					05A	Matrix Code	$65,590.47
2018	6	258	6256181	Resilient Madera	05D	LMC	$3,320.00
2018	8	261	6228531	Pequenos Empresarios	05D	LMC	$2,926.76
2018	8	261	6256181	Pequenos Empresarios	05D	LMC	$3,738.98
					05D	Matrix Code	$9,985.74
2018	7	259	6228531	Doors of Hope	05G	LMC	$2,400.00
2018	7	259	6256181	Doors of Hope	05G	LMC	$2,787.15
					05G	Matrix Code	$5,187.15
2011	9	196	6215002	Small Business Loan Program Carryover	18A	LMJ	$26,969.00
					18A	Matrix Code	$26,969.00
Total							$516,990.13

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	**Drawn Amount**
2018	2	267	6228531	MRM Administration	03T	LMC	$2,500.00
2018	2	267	6242134	MRM Administration	03T	LMC	$2,500.00
2018	12	264	6256181	Pomona Ranch Phase II	03T	LMC	$31,087.95
					03T	Matrix Code	$36,087.95
2018	14	260	6242134	Parks Senior Services	05A	LMC	$51,014.81

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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	14	260	6256181	Parks Senior Services	05A	LMC	$14,575.66
					05A	Matrix Code	$65,590.47
2018	6	258	6256181	Resilient Madera	05D	LMC	$3,320.00
2018	8	261	6228531	Pequenos Empresarios	05D	LMC	$2,926.76
2018	8	261	6256181	Pequenos Empresarios	05D	LMC	$3,738.98
					05D	Matrix Code	$9,985.74
2018	7	259	6228531	Doors of Hope	05G	LMC	$2,400.00
2018	7	259	6256181	Doors of Hope	05G	LMC	$2,787.15
					05G	Matrix Code	$5,187.15
Total							$116,851.31

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	1	253	6228531	Administration	21A		$2,421.47
2018	1	253	6242134	Administration	21A		$73,996.91
2018	1	253	6256181	Administration	21A		$22,257.24
2018	3	255	6228531	Fresno/Madera Continuum of Care	21A		$2,571.14
2018	3	255	6242134	Fresno/Madera Continuum of Care	21A		$5,414.03
					21A	Matrix Code	$106,660.79
Total							$106,660.79

DRAFT

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: September 18, 2019

Agenda Number: C-3

SUBJECT:

Consideration of a Resolution Authorizing Submittal of a Grant Application to the California Department of Housing and Community Development (HCD) for Receipt of Senate Bill 2 (SB2) Planning Grants Program Funds in the amount of $310,000

RECOMMENDATION:

Staff recommends City Council (Council) approve the Resolution to submit the SB2 grant application to HCD.

SUMMARY:

In 2017, former Governor Brown signed a 15-bill housing package aimed at addressing the State's housing shortage and high housing costs. Specifically, it included the Building Homes and Jobs Act (SB 2, 2017), which establishes a $75 recording fee on real estate documents to increase the supply of affordable homes in California. Because the number of real estate transactions recorded in each county will vary from year to year, the revenues collected will fluctuate.

SB2 aims to provide funding and technical assistance to all local governments in California to help cities and counties prepare, adopt, and implement plans and process improvements that streamline housing approvals and accelerate housing production. Funding will help cities and counties as follows:

- Accelerate housing production
- Streamline the approval of housing development affordable to owner and renter households at all income levels
- Facilitate housing affordability, particularly for lower- and moderate-income households
- Promote development consistent with the State Planning Priorities (Government Code Section 65041.1)
- Ensure geographic equity in the distribution and expenditure of the funds

DISCUSSION:

The program will provide grants through a noncompetitive, over-the-counter process to eligible local governments (cities and counties) who meet the following requirements:

1. Have an HCD-compliant housing element,
2. Have submitted a recent Annual Progress report,
3. Demonstrate a nexus to accelerating housing production, and
4. Demonstrate that the applicant is consistent with State Planning Priorities (Government Code Section 65041.1) or other planning priorities.

The Planning Department (Department) determined a Master Plan (MP) would be requested in the SB2 application. More specifically, the Department proposes the creation of the North Madera Master Plan (NMMP) for 1,906 acres of land located within the City's General Plan Sphere of Influence, directly to the north of the City limits. The areas encompass the area around Matilda Torres High School. The MP will be a community-based planning document used to facilitate housing production through practical planning practices that provide for a walkable, liveable and sustainable community. The MP will consist of planning activities and implementation methods composed of a prezone, General Plan Amendment, a Public Facilities Financing Plan (PFFP) and an annexation strategy.

While the City understands funding provided through SB2 will not fund the implementation of individual MP activities, the MP will identify strategic reimbursement or funding mechanisms as part of each master plan activity. Implementation of the NMMP will facilitate a logical outward urban growth that ensures acceleration in housing production and increase housing opportunities in mixed land use densities for a broad base of private, public and quasi-public, and not-for-profit developers, with access to public goods and services.

The North Madera Master Plan could include the following activities:

- Prezoning: Prezoning of the Master Plan area will be completed in advance of an application to the Local Agency Formation Commission (LAFCO) for annexation of the project area.
- General Plan Amendment: Implementation of sustainable growth strategies through a General Plan Amendment changing land use designations so as to allow for consistency between land use and respective zoning designations.
- The General Plan Amendment will strive to identify parcels that will provide for higher residential densities in conjunction with access to the necessary goods and services including schools, parks, commercial sites.
- PFFP: the MP will identify an infrastructure financing plan with specific funding mechanisms as development occurs.
- Annexation Strategy: the annexation strategy will identify annexation areas, timelines and public outreach methods particular to property owners wishing to annex into the City. Existing and planned public infrastructure will be used to determine phasing of annexation. Though a single annexation is desired, it may be possible that the annexation strategy may occur in more than two phases.

- Phase 1: Areas 1A & 2
- Phase 2: Areas 3A & 4
- Environmental: Mitigated Negative Declaration

Anticipated Outcomes:

Project outcomes upon receiving the full grant award is to develop the NMMP, which will identify necessary planning activities that will streamline housing development. The NMMP will also be an instrumental document used in implementing the Madera Vision 2025 Plan to provide for "A Well-Planned City" and the General Plan's goal in providing liveable, walkable and sustainable communities.

The goal of the planning activities is to provide for focused land use planning, facilitate cohesive development in opportunity areas and draft and implement the PFFP that supports and accelerates housing infrastructure in the City. The NMMP will identify an appropriate General Plan Amendment which provides for a greater number of housing units within medium and high densities.

FINANCIAL IMPACT:

Approval of the SB2 grant application and Resolution will not have a direct financial impact on the General Fund. It will satisfy former Governor Brown's approval of the 15-bill housing package aimed at addressing the State's housing shortage and high housing costs.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The SB2 grant application for the NMMP promotes the following Strategy:

- Strategy 101.8: Promote and encourage development and redevelopment of low- and moderate-income housing.

ALTERNATIVES:

Potential Council alternatives include:

- Deny approval of the Resolution.
- Direct staff to find alternative strategies to support the State's housing shortage and high housing costs.
- Direct staff to not submit the SB2 grant application.
- Direct staff to not pursue the development of the NMMP, prezoning, amendments, PFFP and annexation strategy.

ATTACHMENTS:

1. Resolution
2. Draft SB2 application

Resolution No. 19-____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALFORNIA, AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SENATE BILL 2 PLANNING GRANTS PROGRAM FUNDS

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 29, 2019, for its Planning Grants Program (PGP); and

WHEREAS, the City Council (Council) of the City of Madera desires to submit a project application for the PGP to accelerate the production of housing and will submit a 2019 PGP grant application as described in the PGP NOFA and SB2 PGP Guidelines released by the Department for the PGP; and

WHEREAS, the Department is authorized to provide up to $123 million under the SB2 PGP from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB2)) related to the PGP.

NOW, THEREFORE, the Council of the City of Madera Resolves as follows:

SECTION 1. The Council is hereby authorized and directed to apply for and submit to the Department the 2019 PGP application released March 28, 2019 in the amount of $310,000.

SECTION 2. In connection with the PGP grant, if the application is approved by the Department, the Mayor authorizes the City Manager to enter into, execute, and deliver a State of California Agreement (Standard Agreeent) for the amount of $310,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City of Madera's obligation related thereto, and all amendments thereto (collectively, the "PGP Grant Documents")

SECTION 3. The City of Madera shall be subject to the terms and conditions as specified in the Standard Agreement, the SB2 PGP Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The Council hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the PGP NOFA, the PGP Guidelines and 2019 PGP Application.

SECTION 4. The City Manager is authorized to execute the City of Madera PGP application, the PGP Grant Documents, and any amendments thereto, on behalf of the City of Madera as required by the Department for receipt of the PGP Grant.

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.

* * *

SB 2 Planning Grants Program Application

State of California
Governor Gavin Newsom

Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency

Ben Metcalf, Director
Department of Housing and Community Development

2020 West El Camino, Suite 500
Sacramento, CA 95833
Website: http://www.hcd.ca.gov/grants-funding/active-funding/planning-grants.shtml
Email: sb2planninggrant@hcd.ca.gov

March 28, 2019
Revised May 9, 2019

SB 2 Planning Grants Application

Planning Grants Program Application Packaging Instructions

The applicant is applying to the Department of Housing and Community Development (Department) for a grant authorized underneath the Planning Grants Program (PGP) provisions of SB 2 (Chapter 364, Statutes of 2017). The PGP program is intended for the preparation, adoption, and implementation of plans that streamline housing approvals and accelerate housing production. Please refer to the SB 2 Planning Grants Program Guidelines and Notice of Funding Availability (NOFA) for detailed information on eligible activities, applicants, and awards. If you have questions regarding this application or the PGP, email sb2planninggrant@hcd.ca.gov.

If approved for funding, this grant application will be a part of your Standard Agreement with the Department. In order to be considered for funding, all sections of this application, including attachments and exhibits if required, must be complete and accurate.

Pursuant to Section X of the NOFA, all applicants must submit a complete, signed, original application package and an electronic copy on CD or USB flash drive containing the following documentation, in the order listed below, to the Department by the specified due date in the Notice of Funding Availability (NOFA) in order to be considered for award:

1) A complete, signed, original application (the Department will only accept this **fillable pdf** as the application) with the following attachments:

   a. **Attachment 1: State and Other Planning Priorities** (All applicants must submit this form to self-certify compliance)

   b. **Attachment 2: Nexus to Accelerating Housing Production** - **NOTE:** if the applicant is proposing only Priority Policy Areas (PPA), as defined in section VIII, subsection (3) of the NOFA, do not fill out Attachment 2. However, if the applicant is proposing to fund PPAs AND other activities that are not considered PPAs, the application must demonstrate how these other activities have a nexus to accelerating housing production by filling out Attachment 2 of this application.

2) A fully executed resolution authorizing application for, and receipt of, PGP funds (see Attachment 3: Sample Resolution).

3) A fully executed Government Agency Taxpayer ID Form (available as a download from the SB 2 Planning Grants webpage at http://www.hcd.ca.gov/grants-funding/active-funding/planning-grants.shtml).

4) If the applicant is partnering with another local government or other entity pursuant to Article II, Section 200 of the SB 2 Planning Grant Program Guidelines (the "Guidelines"), include a copy of the legally binding agreement.

   NOTE: All local governments must submit a separate, signed application package, notwithstanding whether it will partner with another form of government or entity. Only one application per locality will be accepted by the Department. Joint applications are not allowed.

SB 2 Planning Grants Application

A. Applicant Information

Pursuant to Article II, Section 200 of the Guidelines, local governments may partner through legally binding agreements with other forms of governments or entities. However, all local governments must submit separate, signed application packages that identify their respective responsibilities and deliverables, even if partnering with other entities.

Is the applicant partnering with another eligible local government entity?		
☐	*Yes	***If Yes**, the application package must include a fully executed copy of the legally binding agreement. Provide the partners' name(s) and type(s) below for reference only.*
☑	No	

Complete the following Applicant information			
Applicant's Name		City of Madera	
Applicant's Agency Type		General Law	
Applicant's Mailing Address		204 West 4th Street	
City		Madera	
State	California	Zip Code	93637
County		Madera	
Website		www.madera.gov	
Authorized Representative Name		Arnoldo Rodriguez	
Authorized Representative Title		City Manager	
Phone	559-661-5400	Fax	559-674-2972
Email	arodriguez@madera.gov		
Contact Person Name		Ivette Iraheta	
Contact Person Title		Grant Administrator	
Phone	559-661-3692	Fax	559-674-2972
Email	iiraheta@madera.gov		
Partner(s) Name *(if applicable)*			
Partner Agency Type			
Partner(s) Name *(if applicable)*			
Partner Agency Type			
Proposed Grant Amount	$	310,000	

B. Applicant Certification

As the official designated by the governing body, I hereby certify that if approved by HCD for funding through the Planning Grants Program (PGP), the City of Madera assumes the responsibilities specified in the 2019 Notice of Funding Availability and PGP guidelines, and certifies that the information, statements, and other contents contained in this application are true and correct.

Signature: _____ Name: Arnoldo Rodriguez

Date: _____ Title: City Manager

C. Threshold Requirements

Pursuant to Section 201(a) through (d) of the Guidelines, all applicants must meet the following threshold criteria in items 1-4 below to be eligible for an award.

1. *Does the applicant have an adopted housing element found to be in substantial compliance by the Department on or before the date of the applicant's submission of their SB 2 Planning Grant application?*		
☑	Yes	Date of HCD Review Letter: 12/7/15
☐	No	
☐	The Applicant requests HCD to consider housing element compliance threshold as met due to significant progress achieved in meeting housing element requirements.	

2. *Has the applicant submitted to the Department the Annual Progress Report (APR) for the current or prior year on or before the date of submission of their SB 2 Planning Grant application?*			
☑	Yes	APR	Date Submitted
	☑	2017 CY Report	1/29/18
	☑	2018 CY Report	5/29/19
☐	No		

3. *Is the applicant utilizing one of the Priority Policy Areas listed below (as defined in section VIII, subsection (3) of the NOFA)?*						
☐	*Yes	**If the applicant is proposing **only** Priority Policy Areas, do not fill out Attachment 2. However, if the applicant is proposing to fund PPAs AND other activities that are not considered PPAs, the application must demonstrate how these other activities have a nexus to accelerating housing production by filling out Attachment 2 of this application.*				
	Rezone to permit by-right	Objective design and development standards	Specific Plans or form based codes coupled with CEQA streamlining	Accessory Dwelling Units or other low-cost building strategies	Expedited processing	Housing related infrastructure financing and fee reduction strategies
	☐	☐	☐	☐	☐	☐
☑	No	*If an applicant is not proposing Priority Policy Areas, the application must include an explanation and document the plans or processes' nexus and impact on accelerating housing production based on a reasonable and verifiable methodology and must submit Attachment 2 in the Application pursuant to section VIII, subsection (3) of the NOFA.*				
☐	The applicant is proposing PPAs and other activities not considered PPAs and is demonstrating how these activities have a nexus to accelerating housing production by submitting *Attachment 2.*					

4. *Does the applicant demonstrate that the locality is consistent with State Planning or Other Priorities, as certified in Attachment 1?*	Yes	☑	*No	☐
***If No**, consistency may be demonstrated through activities (not necessarily proposed for SB 2 funding) that were completed within the last five years, as certified in Attachment 1.*				

5. *Is a completed and signed resolution included with the application package?* *See Attachment 3, "Sample Resolution"*	Yes	☑	No	☐

D. Proposed Activities Checklist (Section VI, items (1) through (17) of the NOFA)

Check all activities the locality is undertaking for their PGP efforts below. Activities must match ***Section E. Project Description****, and* ***Section F. Timeline and Budget****.*

1	☑	updates to general plans, community plans, specific plans, local planning related to implementation of sustainable communities strategies, or local coastal plans
2	☐	updates to zoning ordinances
3	☐	environmental analyses that eliminate the need for project-specific review
4	☑	local process improvements that improve and expedite local planning
5	☐	a smaller geography with a significant impact on housing production including an overlay district, project level specific plan or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas
6	☐	the creation or enhancement of a housing sustainability district pursuant to AB 73 (Chapter 371, Statutes of 2017)
7	☐	workforce housing opportunity zone pursuant to SB 540 (Chapter 369, Statutes of 2017)
8	☐	zoning for by-right supportive housing, pursuant to Government Code section 65651 (Chapter 753, Statutes of 2018)
9	☐	zoning incentives for housing for persons with special needs, including persons with developmental disabilities
10	☐	rezoning to meet requirements pursuant to Government Code Section 65583.2(c) and other rezoning efforts to facilitate supply and affordability
11	☐	rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps)
12	☐	pre-approved architectural and site plans
13	☐	regional housing trust fund plans
14	☑	funding plans for SB 2 Year 2 going forward
15	☑	infrastructure financing plans
16	☐	environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary and part of a proposed activity with a nexus to accelerating housing production
17	☑	Other activities demonstrating a nexus to accelerating housing production

E. Project Description

Provide a description of the project and the scope of work to be performed below. Use Appendix A for additional information if necessary. ***Note****: If partnering with another local government or entity, be sure to clarify the responsibilities and deliverables of your locality pursuant to such partnership.*

Summary:

The City of Madera proposes the creation of the North Madera Master Plan (NMMP) for approximately 1,906 acres of land located within the City's General Plan Sphere of Influence, directly to the north of the City limits. The master plan will be a community-based planning document used to facilitate housing production through practical planning practices that provide for a walkable, liveable and sustainable community. The master plan will consist of planning activities and implementation methods composed of a prezone, General Plan Amendment, a Public Facilities Financing Plan (PFFP) and an annexation strategy. While the City understands funding provided through SB2 will not fund the implementation of individual master plan activities, the master plan will identify strategic reimbursement or funding mechanisms as part of each master plan activity. Implementation of the NMMP will facilitate a logical outward urban growth that ensures acceleration in housing production and increase housing opportunities in mixed land use densities for a broad base of private, public and quasi-public, and not-for-profit developers, with access to public goods and services.

Project Description:

With the changing economic landscape and public desire to expand outward, the NMMP will provide focused land use planning, facilitate cohesive development in opportunity areas, and define funding mechanisms that support public infrastructure needs in mostly undeveloped land. The area as shown on exhibit [1-2-3], identify two annexation phases that include planned developments and development proposals in conjunction with existing and future public infrastructure. The North Madera Master Plan will address Priority Policies Areas as follows;

North Madera Master Plan Planning Activities

• Prezoning: an update to the zoning ordinance will occur through the prezoning process of anticipated annexation areas.

• General Plan Amendment: implementation of sustainable strategy through a General Plan Amendment of land use areas to allow for consistency between land use and respective zoning designations. (Continued in Appendix A.)

F. Project Timeline and Budget

Project Goal(s)							
Objective	**Responsible Party**	**Est. Cost**	**Begin**	**End**	**Deliverable**	***PPA**	**Notes**
Draft SB2 Grant Application	Applicant	$ 26,190	7/1/19	9/5/19	Submitted Grant Application	No	All staff * 40 Hours
Accepted Grant Award	Applicant	$ 520	10/1/19	10/16/19	Award Contract Return to HCD	No	AR, II, JR * 2
Draft RFP	Applicant	$ 141	11/29/19	12/2/19	Circulate RFP	No	Becky * 2
Rate and Rank Bids, Interview	Applicant	$1,540	12/3/19	12/18/19	Consultant Selected	No	AR, II, CB, JR, JO * 4
Award RFP	Applicant	$ 75,520	1/2/20	1/15/20	Enter into Agreement and Council Approval	No	II, JR * s
Begin Community Outreach	Other	$ 15,000	1/1/20	3/6/20	Outreach Input Identified and Ranked	No	Consultant
Internal Outreach Coordination	Applicant	$ 3,650	1/1/20	3/6/20	Outreach Notices Circulated and Website Updated	No	[illegible]
Master Plan Drafted, implrment process improvements/expedite	Other		3/9/20	5/8/20	Draft Master Plan Available for Review	No	Included in Consultant Contract
Internal Draft Master Plan Review, Nexsus to housing production	Applicant	$ 3,420	5/11/20	5/29/20	Review Comments forwarded to Consultant	N/A	AR, II, CB, Jr, JO *8
Draft Master Plan Comments Incoporated	Other		6/1/20	6/30/20	Final Master Plan Available	N/A	Included in Consultant Contract
Update General Plan, Begin Annexation Process, PFFP, SB2	Applicant	$ 177,836	7/1/20	6/30/21	LAFCO Approval Obtained	N/A	AR, CB, JO * 120
Begin Grant Reporting and Closeout	Applicant	$ 6,183	7/1/21	6/30/22	Grant Deliverable Reported and Grant Closed	N/A	II, CB, JR, JO * 24
	Other					N/A	
	Other					N/A	
	Total Est. Cost $	310000					

**Priority Policy Area (PPA)*

G. Legislative Information

District	#	Legislator Name
Federal Congressional District	16	Jim Costa
State Assembly District	5	Frank Bigelow
State Senate District	12	Anna M. Caballero

Applicants can find their respective State Senate representatives at https://www.senate.ca.gov/, and their respective State Assembly representatives at https://www.assembly.ca.gov/.

Attachment 1: State and Other Planning Priorities Certification (Page 1 of 3)

Pursuant to Section 201(d) of the Guidelines, all applicants must demonstrate that the locality is consistent with State Planning or Other Planning Priorities by certifying that at least one activity was completed in 1) State Planning Priorities (i.e., Infill and Equity, Resource Protection, Efficient Development Patterns) or 2) Other Planning Priorities (i.e., Affordability, Conservation, or Climate Change). Consistency may be demonstrated through activities (not necessarily proposed for SB 2 funding) that were completed within the last five years.

Complete the following self-certification by selecting one or more of the policy areas in the following tables by inserting the date completed for each applicable action, briefly describing the action taken, and certifying.

State Planning Priorities

Date Completed	Brief Description of the Action Taken
Promote Infill and Equity	
Rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas.	
7/1/19	Habitat for Humanity will develop five affordable single-family homes in a subdivision acquired from the Madera Successor Agency.
Seek or utilize funding or support strategies to facilitate opportunities for infill development.	
Other (describe how this meets subarea objective)	
Promote Resource Protection	
Protecting, preserving, and enhancing the state's most valuable natural resources, including working landscapes such as farm, range, and forest lands; natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands; recreation lands such as parks, trails, greenbelts, and other open space; and landscapes with locally unique features and areas identified by the state as deserving special protection.	
Actively seek a variety of funding opportunities to promote resource protection in underserved communities.	
Other (describe how this meets subarea objective)	
Encourage Efficient Development Patterns	
Ensuring that any infrastructure associated with development, other than infill development, supports new development that does the following:	
(1) Uses land efficiently.	

Attachment 1: State and Other Planning Priorities Certification (Page 2 of 3)

(2) Is built adjacent to existing developed areas to the extent consistent with environmental protection.	
(3) Is located in an area appropriately planned for growth.	
(4) Is served by adequate transportation and other essential utilities and services.	
(5) Minimizes ongoing costs to taxpayers.	
Other (describe how this meets subarea objective)	

Other Planning Priorities

Affordability and Housing Choices	
Incentives and other mechanisms beyond State Density Bonus Law to encourage housing with affordability terms.	
Efforts beyond state law to promote accessory dwelling units or other strategies to intensify single-family neighborhoods with more housing choices and affordability.	
Upzoning or other zoning modifications to promote a variety of housing choices and densities.	
Utilizing surplus lands to promote affordable housing choices.	
Efforts to address infrastructure deficiencies in disadvantaged communities pursuant to Government Code Section 65302.10.	
Other (describe how this meets subarea objective)	

Attachment 1: State and Other Planning Priorities Certification (Page 3 of 3)

Conservation of Existing Affordable Housing Stock	
Policies, programs or ordinances to conserve stock such as an at-risk preservation ordinance, mobilehome park overlay zone, condominium conversion ordinance and acquisition and rehabilitation of market rate housing programs.	
Policies, programs and ordinances to protect and support tenants such as rent stabilization, anti-displacement strategies, first right of refusal policies, resources to assist tenant organization and education and "just cause" eviction policies.	
Other (describe how this meets subarea objective)	
Climate Adaptation	
Building standards, zoning and site planning requirements that address flood and fire safety, climate adaptation and hazard mitigation.	
Long-term planning that addresses wildfire, land use for disadvantaged communities, and flood and local hazard mitigation.	
Community engagement that provides information and consultation through a variety of methods such as meetings, workshops, and surveys and that focuses on vulnerable populations (e.g., seniors, people with disabilities, homeless, etc.).	
6/25/19	For the 2019/2020 Community Development Block Grant (CDBG), 168 surveys were obtained from low- to moderate-income persons and households. CDBG activities for 2019/2020 assist these populations.
Other (describe how this meets subarea objective)	

State and Other Planning Priorities Certification

I certify under penalty of perjury that all of the information contained in this PGP State Planning and Other Planning Priorities certification form (pages 9, 10, and 11 of this application) is true and correct.

Certifying Officials Name: Arnoldo Rodriguez

Certifying Official's Title: City Manager

Certifying Official's Signature: _____

Certification Date: _____

Attachment 2: Application Nexus to Accelerating Housing Production

Fill out Attachment 2 only if the applicant answered "No" to item 3 in Section C or is utilizing Policy Priority Areas AND other activities not designated as such. Applicants answering "Yes" to question 3 in Section C and utilizing ONLY Priority Policy Areas are automatically deemed to demonstrate a nexus to accelerating housing production, and do not need to complete this form.

Pursuant to section VIII, subsection (4) of the NOFA, applicants shall demonstrate how the application includes a nexus to accelerating housing production. Please complete the following chart by providing information about the current conditions and expected outcomes with respect to the planned activity and housing production. Please attach documentation as necessary and see the NOFA for additional details.
Quantify how the activity accelerates production below, and use Appendix B to explain the activity and its nexus to accelerating housing production.

Type (Select at least one)	*Baseline	**Projected	***Difference	Notes
Timing (e.g., reduced number of processing days)				
Development cost (e.g., land, fees, financing, construction costs per unit)				
Approval certainty and reduction in discretionary review (e.g., prior versus proposed standard and level of discretion)				
Entitlement streamlining (e.g., number of approvals)				
Feasibility of development				
Infrastructure capacity (e.g., number of units)				
Impact on housing supply and affordability (e.g., number of units)				

**** Baseline – Current conditions in the jurisdiction***
(e.g. 6-month development application review, or existing number of units in a planning area)

*****Projected – Expected conditions in the jurisdiction because of the planning grant actions***
(e.g. 2-month development application review)

******Difference – Potential change resulting from the planning grant actions***
(e.g., 4-month acceleration in permitting, creating a more expedient development process)

Attachment 3: Sample Resolution

RESOLUTION NO. 2019-XX
A RESOLUTION OF THE [CITY COUNCIL/COUNTY BOARD OF SUPERVISORS] OF ___[CITY, COUNTY NAME]___
AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANTS PROGRAM FUNDS

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

WHEREAS, the [City Council/County Board of Supervisors] of _____ (City/County) desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

WHEREAS, the Department is authorized to provide up to $123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP Program.

NOW, THEREFORE, THE [CITY COUNCIL/COUNTY BOARD OF SUPERVISORS] OF _____ RESOLVES AS FOLLOWS:

SECTION 1. The [City Council/County Board of Supervisors] is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application released March 28, 2019 in the amount of $_____.

SECTION 2. In connection with the PGP grant, if the application is approved by the Department, the [insert designee title, e.g. City Manager, Executive Office, etc] is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of $_____, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the [City/County's] obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents").

SECTION 3. The [City/County] shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The [City Council/County Board of Supervisors] hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

SECTION 4. The [insert the title of City Council/County Board of Supervisors Executive or designee] is authorized to execute the [City/County] of _____ Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the [City/County] as required by the Department for receipt of the PGP Grant.

ADOPTED _____, 2019, by the [City/County] Board of Supervisors of the County of _____ by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____ County Executive
ATTEST: APPROVED AS TO FORM:

_____ _____
County Clerk County Attorney

Appendix A

Use this area for additional information if necessary.

The General Plan Amendment will strive to identify parcel that provide for higher densities in conjunction with access to the necessary goods and services i.e. schools, parks, commercial sites.

• Public Facilities Financing Plan: the master plan will identify an infrastructure financing plan with specific funding mechanism as development occurs.

• Annexation Strategy: the annexation strategy will identify annexation areas, timelines and public outreach methods particular to property owners wishing to annex into the City. Existing and planned public infrastructure will be used to determine phasing of annexation. Though desired, it may be possible that the annexation strategy may occur in more than two phases.

o Phase 1: Areas 1A & 2
o Phase 2: Areas 3A & 4
• Environmental: Mitigated Negative Declaration

Anticipated Outcomes:

Project outcomes are to receive the full grant award and fund the creation of the North Madera Master Plan, which will identify necessary planning activities that will streamline housing development. The NMMP will also be an instrumental document used in implementing Madera Vision 2025 to provide for "a well-planned City" and the General Plan's goal in providing liveable, walkable and sustainable communities.

The goal of the planning activities is to provide for focused land use planning, facilitate cohesive development in opportunity areas and draft and implement the PFFP that supports and accelerates housing production in the City. The NMMP will identify an appropriate General Plan Amendment which provides for a greater number of housing units within medium and high densities. At present, the proposed annexation areas would be developable with the following number of units as show in Appendix B below.

Appendix B

Use this area for additional information if necessary.

Land Use Designation	Phase 1	No. of Units	Phase 2	No. of Units
Commercial	60.89 acres	__	7.78 acres	___
High Density	17.73 acres	267	62.88 acres	949
Medium Density	172.16 acres	1,222	127.35 acres	904
Low Density	732.67 acres	1,538	495.4 acres	1,040
Very Low Density	43.85 acres	43	57.65 acres	57
Public & Semi Public	119.33 acres	___	___	___
NH Mixed Use		___	___	___

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by: _____
Keith Helmuth, Department Director

_____
Arnoldo Rodriguez, City Manager

Council Meeting of: September 18, 2019

Agenda Number: C-4

SUBJECT: **Consideration of a Resolution Approving the Award for 2018-19 City St. 3R and ADA Project, State Project No. LPPSB1L-5157(116), City Project No. R-70, in the Amount of $476,200 to Avison Construction Inc., and Authorizing the Mayor to Execute the Agreement**

RECOMMENDATION:

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

1. Approving award of Contract for 2018-19 City St. 3R and ADA Project, State Project No. LPPSB1L-5157(116), City Project No. R-70, in the Amount of $476,200 to Avison Construction Inc.

2. Authorizing construction contingencies of up to eight percent as approved by the City Engineer.

3. Authorizing funding of up to eight percent of the contract amount for construction inspection, construction management, third party testing or consulting services as approved by the City Engineer.

4. Authorizing the Mayor to execute the contract on behalf of the City.

SUMMARY:

In early-September, the City received four bids for the 2018-19 City St. 3R and ADA Project. Avison Construction Inc. submitted the lowest responsive and responsible bid that meets the contract requirements. Therefore, it is recommended that Council award the project to Avison Construction Inc. The funds needed to complete the project are programmed in the Capital Improvement Projects (CIP) Budget Fiscal Year (FY) 2019/20.

DISCUSSION:

The proposed project will provide grinding of asphalt concrete, removal of severely deteriorated sections of asphalt pavement, installation of pavement reinforcing fabric, paving with new asphalt concrete overlay, crack sealing and repair of existing street surface, application of chip seal and Type II Micro-surfacing, installation of ADA ramps, adjustment of existing manholes/utility covers to final grade, and removal and replacing traffic striping/marking for various streets within the City. A map of said improvements is provided in Attachment 2.

BACKGROUND:

The "Notice Inviting Bids" for the project was duly noticed in the Madera Tribune Newspaper on July 27th and August 3rd, of 2019. The construction and bidding documents (specifications) were distributed to Builders Exchanges in Fresno, Modesto, and Visalia. The bid documents were also made available to the Kern-Minority Contractors Association in Bakersfield, and also posted on EBidBoard.com, an online listing service for contractors accessible from the City's website as well as to other contractors that regularly access EBidBoard's website directly.

On September 3rd, 2019, the City received four responses. All bids were checked for accuracy against bidding requirements of the specifications and for validity of licenses and bid security.

To identify the low bidder, bids were compared based on the Total Bid – Base Bid plus each of the Three Bid Alternates in written words, additionally to determine responsiveness bid were check against the "Bidders Checklist". The bids received are listed in Table 1:

Table 1: *Bid Overview*

Bidder	*Bid*
1. Emmetts Excavation, Inc.	$872,382.90*
2. JT2, Inc. dba Todd Companies	$886,198.75**
3. Avison Construction, Inc.	$896,438.00
4. Taylor Backhoe Services Inc.	$1,017,644.58
City Engineer's Opinion of Cost	$737,447.50

* The contractor failed to submit Contractor's Statement of Qualifications and Material Certification required by the "Bidders Checklist" resulting in contractor being found non-responsive.

** The contractor failed to submit Material Certification required by the "Bidders Checklist" resulting in contractor being found non-responsive.

Avison Construction, Inc. submitted the lowest, responsive and responsible bid that meets the contract requirements. The Total Bid exceeds the funds available for the project. The bid documents state that the ultimate scope of the project, as subsequently determined by the Engineer and dependent on the budget available, may or may not include all or any of the

additive bids. The complete bid by Avison Construction, Inc. and recommendation for contract award is identified in Table 2.

Table 2: *Recommended Bid Award*			
Base Bid	*Bid Proposal*	*Notes*	*Recommended Contract Award*
Base Bid	$476,200.00		$476,200.00
Add Alternate 1	$110,884.00	not recommended due to lack of funds	
Add Alternate 2	$228,721.00	not recommended due to lack of funds	
Add Alternate 3	80,633.00	not recommended due to lack of funds	
Total:	896,438.00		$476,200.00

Add alternates were provided to ensure that all funds were used if the bidding climate resulted in lower bids than anticipated. As the bidding climate resulted in higher bids, maximization of funds will occur on the base bid only.

It is recommended that the Council award the contract to Avison Construction, Inc. in the amount of $476,200.00 for the Base Bid.

FINANCIAL IMPACT:

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

Funding for the project is programmed in CIP Budget FY 2019/20 to include Local Partnership Program (LPP) and Measure T – RTP – Rehabilitation/Reconstruction .

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:

Potential alternatives to staff's recommendation may include:

1. Reject all bids.
2. Modify the scope of the project which will result in the RFP being recirculated.
3. Provide Staff with additional feedback.

ATTACHMENTS:

1. Resolution
2. Project Map

ATTACHMENT 1

RESOLUTION

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE AWARD FOR 2018-19 CITY ST. 3R AND ADA PROJECT, STATE PROJECT NO. LPPSB1L-5157(116), CITY PROJECT NO. R-70, IN THE AMOUNT OF $476,200 TO AVISON CONSTRUCTION INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, on July 27th and August 3rd, 2019 the City of Madera (City) Engineering Department advertised a solicitation for bids for 2018-19 City St. 3R and ADA Project, State Project No. LPPSB1L-5157(116), City Project No. R-70, hereinafter referred to as "the Project"; and

WHEREAS, four sealed bids were received on September 3, 2019, and opened by the City Engineer with two bids being rejected; and

WHEREAS, funding for 2018-19 City St. 3R and ADA Project, State Project No. LPPSB1L-5157(116), City Project No. R-70 is programmed in the Capital Improvement Projects Budget for Fiscal Year 2019/20.

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 (Council) has reviewed and considered all of the information presented including the report to the Council from the Engineering Department.

3. The City finds that Avison Construction Inc. is the lowest responsible and responsive bidder.

4. The contract for 2018-19 City St. 3R and ADA Project, State Project No. LPPSB1L-5157(116), City Project No. R-70, in the Amount of $476,200 to Avison Construction Inc. a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.

5. Council authorizes Construction Contingencies of up to eight percent as approved by the City Engineer.

6. Council authorizes funding of up to eight percent of the contract amount for construction inspection, construction management, third party testing or consulting services as approved by the City Engineer.

7. The Mayor is hereby authorized to execute the contract on behalf of the City.

8. This Resolution is effective immediately upon adoption.

****

EXHIBIT 1

AGREEMENT

AGREEMENT

THIS AGREEMENT, made this 18th day of September, 2019, between the City of Madera, hereinafter called "**OWNER",** and Avison Construction, Inc., doing business as (an individual), or (a partnership), or (a corporation), hereinafter called **"CONTRACTOR"**.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the " 2018-19 CITY ST. 3R AND ADA PROJECT, CITY PROJECT NO. R-70, STATE PROJECT NO. LPPSB1L-5157(116)"

2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.

3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of $476,200.00, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK.

4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.

5. The term **"CONTRACT DOCUMENTS"** means and includes the following:

(A) Advertisement for Bids
(B) Information for Bidders
(C) Bid Proposal
(D) Bid Bond
(E) Agreement
(F) Payment Bond
(G) Performance Bond
(H) Insurance Requirements for Contractors
(I) General Conditions
(J) Special Conditions
(K) City of Madera Standard Specifications and Drawings
(L) State Standard Plans and Specifications
(M) PLANS and SPECIFICATIONS prepared or issued by CITY OF MADERA, entitled "**2018-19 CITY ST. 3R AND ADA PROJECT, CITY PROJECT NO. R-70, STATE PROJECT NO. LPPSB1L-5157(0116)**" **dated July, 2019.**

Addenda Nos. 1, dated 08/12/19

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6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount **of Two Thousand Four Hundred Dollars**

($2,400.00) per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

8A. CLAIMS RESOLUTION PROCESS FOR DISPUTES.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 *et. seq*.

A. Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(1) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.

(2) Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and

payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.

(3) Payment of an amount that is disputed by the Owner.

B. *The Claim Must Be Timely and in Writing:*

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

C. *Receipt of Claim by Owner:*

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation.

D. *City Council Approval:*

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

E. *Payment of Claim:*

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

F. Meet and Confer:

If the Contractor disputes the Owner's written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon

receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Owner shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Under this Contract, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

G. *Filing a Government Code Written Claim Notice:*

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act as provided in Chapter 1 (commencing with Section 900) and Chapter 2 commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code Section 900.

H. Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

I. Interest:

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

J. Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor' means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

K. Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. In accordance with the provisions of Article 5, Chapter l, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part l, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. The **CONTRACTOR** shall comply with Part 7, Chapter l, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars ($50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day

or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter l, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars ($25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR** under him. It is the **CONTRACTOR'S** responsibility to ensure compliance by both itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars ($30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

(a) In the event unemployment for the previous three month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents **CONTRACTORS** in a specific trade from the 1 to 5 ratio on a local or statewide basis the member **CONTRACTORS** will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars ($25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER.** No work other than overtime and shift work established as a regular procedure shall be performed between the

hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR.**

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

16. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **OWNER** and the **CONTRACTOR**. It is specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

17. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor,** or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor'**s negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required

to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR **CONTRACTOR**", **pages 37-39** of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or **Avison Construction, Inc.**, may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

20. Termination.

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

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

1. An illegal use of funds by **Avison Construction, Inc.**;
2. A failure by **Avison Construction, Inc.**to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **Avison Construction, Inc.** to City.

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

Notice of termination shall be mailed to the City:

City of Madera
Engineering Department
205 W. 4th Street
Madera, Ca 93637

To the Contractor:

Avison Construction, Inc.
40434 Brickyard Drive
Madera, Ca 93637

Notices. All notices and communications from the **Avison Construction, Inc.** shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

21. Compliance With Laws- City shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of City's services.

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

22. Attorneys' Fees/Venue- In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

23. 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.

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

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

26. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

27. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the

City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City.** Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, City shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

28.Sole Agreement- This instrument constitutes the sole and only Agreement between City and **Avison Construction, Inc.** in connection to the Project and correctly sets forth the obligations of the City and **Avison Construction, Inc.** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

27. Assignment-Neither the **Avison Construction, Inc.** nor City will assign its interest in this Agreement without the written consent of the other.

28. Caltrans is required by 23 code of Federal Regulations (CFR), part 200, Section 200.9 (b)(7) to conduct reviews of sub-recipients (Local Agencies) of federal-aid to ensure compliance with Title VI of the Civil Rights Act of 1964 and the relates statues (Title VI) through the requirements under the Federal Highway Administration (FHWA), the U.S. Department of Transportation (USDOT), and the U.S. Department of Justice (USDOJ) regulations and guidance materials related to the implementation of Title VI.

The scope of the process reviews conducted by Caltrans focuses on the Local Agency's adherence to the FHWA's Title VI Program (Race, Color and National Origin) and the related statues protecting additional classes as required under

- Federal-Aid Highway Act of 1973 (Sex)
- The Age Discrimination Act of 1975 (Age), and
- The Americans with Disabilities Act of 1990 (ADA)(Disability) and Section 504 of the Rehabilitation Act of 1973 (Disability).

29 This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

City of Madera
Herein Called OWNER

By: _____
Andrew J. Medellin, Mayor

APPROVE AS TO FORM:

_____
Hilda Cantú Montoy, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

BY: _____
Herein Called CONTRACTOR

BY: _____

_____
Federal Tax I.D. No.

_____
Contractor License Number

_____
DIR Registration Number

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____,2019 before me, _____
(insert name and title of officer)

Personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

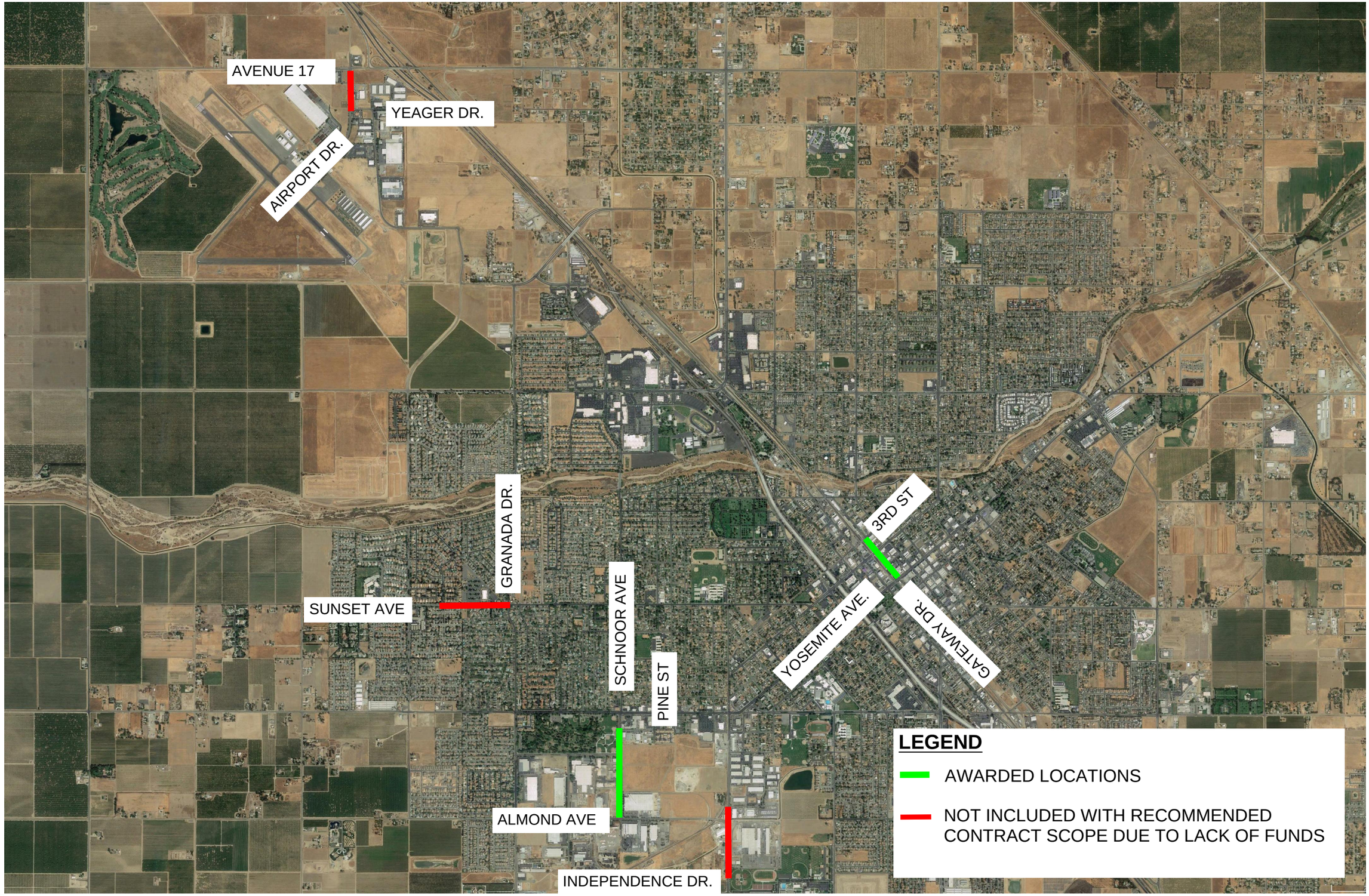
WITNESS my hand and official seal.

Signature _____ (Seal)

ATTACHMENT 2

LOCATION MAP

LOCATION MAP



RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: September 18, 2019

Agenda Number: C-5

SUBJECT: **Consideration of a Resolution Approving the Award for SB-1 (RMRA) 2018-19 Seals and Overlays, City Project No. R-76, in the Amount of $1,201,493.40 to Emmett's Excavation, Inc., and Authorizing the Mayor to Execute the Agreement; and**

Consideration of a Resolution Approving Funding Amendment Appropriating $263,000 to the City of Madera Fiscal Year (FY) 2019/20 Capital Projects Budget for the Construction of SB-1 (RMRA) 2018-19 Seals and Overlays, City Project No. R-76

RECOMMENDATION:

Staff recommends that the City Council (Council) take the following actions:

1. Adopt a Resolution approving award of Contract, construction contingencies, construction management costs, and authorizing the Mayor to execute the Contract for SB-1 (RMRA) 2018-19 Seals and Overlays, City Project No. R-76, In the Amount of $1,201,493.40 to Emmett's Excavation, Inc**.**

    a) Authorizing construction contingencies of up to six percent as approved by the City Engineer.

    b) Authorizing funding of up to five percent of the contract amount for construction inspection, construction management, third party testing or consulting services as approved by the City Engineer.

    c) Authorizing the Mayor to execute the contract on behalf of the City.

2. Adopt a Resolution authorizing a funding amendment and appropriating $263,000 to the FY 2019/20 Capital Project Budget for the Construction of SB-1 (RMRA) 2018-19 Seals and Overlays, City Project No. R-76

SUMMARY:

In early-September, the City received two bids for the SB-1 (RMRA) 2018-19 Seals and Overlays Project. Emmett's Excavation, Inc. submitted the lowest responsive and responsible bid that meets the contract requirements. Therefore, it is recommended that Council award the project to Emmett's Excavation, Inc. The funds needed to complete the project are programmed in the Capital Improvement Projects (CIP) Budget Fiscal Year (FY) 2019/20.

DISCUSSION:

The proposed project will provide grinding of asphalt concrete, removal of severely deteriorated sections of asphalt pavement, installation of pavement reinforcing fabric, paving with new asphalt concrete overlay, crack sealing and repair of existing street surface, application of chip seal and Type III Micro-surfacing, installation of ADA ramps, asphalt concrete dike, adjustment of existing manholes/utility covers to final grade, and removal and replacing traffic striping/marking for various streets within the City. A map of said improvements is provided in Attachment 2.

BACKGROUND:

The "Notice Inviting Bids" for the project was duly noticed in the Madera Tribune Newspaper on July 27th and August 3rd, of 2019. The construction and bidding documents (specifications) were distributed to Builders Exchanges in Fresno, Modesto, and Visalia. The bid documents were also made available to the Kern-Minority Contractors Association in Bakersfield, and also posted on EBidBoard.com, a projects online listing service for contractors accessible from the City's website as well as to other contractors that regularly access EBidBoard's website directly.

On September 5th, 2019, the City received two responses. All bids were checked for accuracy against bidding requirements of the specifications and for validity of licenses and bid security. In order to determine the low bidder, bids were compared based on the Total Bid – Base Bid plus each of the Three Bid Alternates. The bids received are listed in Table 1.

Table 1: *Bid Overview*

Bidder	*Bid*
1. Emmetts Excavation, Inc.	$1,417,166.10
2. Avison Construction, Inc	$1,536,190.00
City Engineer's Opinion of Cost	*1,206,820.00*

Emmett's Excavation, Inc. submitted the lowest responsive and responsible bid that meets the contract requirements. The Total Bid exceeds the funds available for the project. The bid documents state that the ultimate scope of the project, as subsequently determined by the City Engineer and dependent on the budget available, may or may not include all or any of the additive bids. The complete bid by Emmett's Excavation, Inc. and recommendation for contract award is identified in Table 2.

Table 2: *Recommended Bid Award*			
Base Bid	*Bid Proposal*	*Notes*	*Recommended Contract Award*
Base Bid	$985,078.40		$985,078.40
Add Alternate 1	$99,615.00	not recommended due to lack of funds	-
Add Alternate 2	$216,415.40		$216,415.40
Add Alternate 3	$116,057.30	not recommended due to lack of funds	-
Total:	**$1,417,166.10**		**$1,201,493.40**

It is recommended that the Council award the contract to Emmetts Excavation, Inc. in the amount of $1,201,493.40 for the Base Bid plus Add Alternate Two.

In addition to the base bid, it is staff's recommendation that six new street segments, as noted on the attached location map, be added as part of a change order. These streets would replace those currently identified in Add Alternate Two. The additional streets are currently programmed in the 2019/20 RMRA cycle approved by Council at its May 1, 2019 meeting. However, the condition of the new streets are deteriorating at an accelerated rate. It is therefore staff's recommendation that Add Alternate Two be substituted with new streets identified above. Those the six new streets are comparable street segments to what was originally included in Add Alternate Two. Including these streets will avoid further street degradation and possible liability associated with those street segment. Additional funding is provided by Measure T – LTP Street Maintenance to account for the additional costs not currently available through RMRA.

FINANCIAL IMPACT:

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

Funding for the project is programmed in CIP Budget FY 2019/20 to include Road Maintenance and Rehabilitation Account (RMRA) and Measure T – LTP Street Maintenance.

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:

Potential alternative to staff's recommendation may include:

1. Reject all bids.
2. Modify the scope of the project which will result in the RFP being recirculated.
3. Provide Staff with additional feedback.

ATTACHMENTS:

1. Resolutions
2. Project Map

ATTACHMENT 1

RESOLUTIONS

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE AWARD FOR SB-1 (RMRA) 2018-19 SEALS AND OVERLAYS, CITY PROJECT NO. R-76, IN THE AMOUNT OF $1,201,493.40 TO EMMETT'S EXCAVATION, INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, on July 27th and August 3rd, of 2019 the City of Madera (City) Engineering Department advertised a solicitation for bids for SB-1 (RMRA) 2018-19 Seals and Overlays, City Project No. R-76, hereinafter referred to as "the Project"; and

WHEREAS, two sealed bids were received on September 5, 2019, and opened by the City Engineer; and

WHEREAS, funding for SB-1 (RMRA) 2018-19 Seals and Overlays, City Project No. R-76 is programmed in the Capital Improvement Projects Budget for Fiscal Year 2019/20.

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 (Council) has reviewed and considered all of the information presented including the report to the Council from the Engineering Department.

3. The City finds that Emmett's Excavation, Inc. is the lowest responsible and responsive bidder.

4. The contract for SB-1 (RMRA) 2018-19 Seals and Overlays, City Project No. R-76, in the Amount of $1,201,493.40 to Emmett's Excavation, Inc**.** a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.

5. Council authorizes construction contingencies of up to six percent as approved by the City Engineer.

6. Council authorizes funding of up to five percent of the contract amount for construction inspection, construction management, third party testing or consulting services as approved by the City Engineer.

7. The Mayor is hereby authorized to execute the contract on behalf of the City.

8. This Resolution is effective immediately upon adoption.

****

EXHIBIT 1

AGREEMENT

AGREEMENT

THIS AGREEMENT, made this 18th day of September, 2019, between the City of Madera, hereinafter called "**OWNER",** and Emmett's Excavation, Inc., doing business as (an individual), or (a partnership), or (a corporation), hereinafter called **"CONTRACTOR"**.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the "2018-19 SB-1 (RMRA) SEALS AND OVERLAYS, CITY PROJECT NO. R-76"

2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.

3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of $1,201,493.40, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK.

4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.

5. The term **"CONTRACT DOCUMENTS"** means and includes the following:

(A) Advertisement for Bids
(B) Information for Bidders
(C) Bid Proposal
(D) Bid Bond
(E) Agreement
(F) Payment Bond
(G) Performance Bond
(H) Insurance Requirements for Contractors
(I) General Conditions
(J) Special Conditions
(K) City of Madera Standard Specifications and Drawings
(L) State Standard Plans and Specifications
(M) PLANS and SPECIFICATIONS prepared or issued by CITY OF MADERA, entitled "**2018-19 SB-1 (RMRA) SEALS AND OVERLAYS, CITY PROJECT NO. R-76 dated JULY, 2019.**

Addenda Nos. 1, dated 08/12/19
Addenda Nos. 2, dated 08/27/19

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount **of Three Thousand Dollars ($3,000.00)** per day for

each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

8A. CLAIMS RESOLUTION PROCESS FOR DISPUTES.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 *et. seq*.

A. Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(1) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.

(2) Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and

payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.

(3) Payment of an amount that is disputed by the Owner.

B. *The Claim Must Be Timely and in Writing:*

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

C. *Receipt of Claim by Owner:*

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation.

D. *City Council Approval:*

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

E. *Payment of Claim:*

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

F. Meet and Confer:

If the Contractor disputes the Owner's written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon

receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Owner shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Under this Contract, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

G. *Filing a Government Code Written Claim Notice:*

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act as provided in Chapter 1 (commencing with Section 900) and Chapter 2 commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code Section 900.

H. Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

I. Interest:

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

J. Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor' means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

K. Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. In accordance with the provisions of Article 5, Chapter l, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part l, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. The **CONTRACTOR** shall comply with Part 7, Chapter l, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars ($50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day

or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter l, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars ($25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR** under him. It is the **CONTRACTOR'S** responsibility to ensure compliance by both itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars ($30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

(a) In the event unemployment for the previous three month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents **CONTRACTORS** in a specific trade from the 1 to 5 ratio on a local or statewide basis the member **CONTRACTORS** will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars ($25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER.** No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is

necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR.**

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

16. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **OWNER** and the **CONTRACTOR**. It is specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

17. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor,** or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor'**s negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City,

provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR **CONTRACTOR**", **pages 36-38** of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or **Emmett's Excavation, Inc.** may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

20. Termination.

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

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

1. An illegal use of funds by **Emmett's Excavation, Inc.**;
2. A failure by **Emmett's Excavation, Inc.** to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **Emmett's Excavation, Inc.** to City.

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

Notice of termination shall be mailed to the City:

City of Madera
Engineering Department
205 W. 4th Street
Madera, Ca 93637

To the Contractor:

Emmett's Excavation, Inc.
1477 Menlo Avenue
Clovis, Ca 93614

Notices. All notices and communications from the **Emmett's Excavation, Inc.** shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

21. Compliance With Laws- City shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of City's services.

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

22. Attorneys' Fees/Venue- In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

23. 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.

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

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

26. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

27. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the

City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City.** Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, City shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

28.Sole Agreement- This instrument constitutes the sole and only Agreement between City and **Emmett's Excavation, Inc.** in connection to the Project and correctly sets forth the obligations of the City and **Emmett's Excavation, Inc.** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

27. Assignment-Neither the **Emmett's Excavation, Inc.** nor City will assign its interest in this Agreement without the written consent of the other.

28. Caltrans is required by 23 code of Federal Regulations (CFR), part 200, Section 200.9 (b)(7) to conduct reviews of sub-recipients (Local Agencies) of federal-aid to ensure compliance with Title VI of the Civil Rights Act of 1964 and the relates statues (Title VI) through the requirements under the Federal Highway Administration (FHWA), the U.S. Department of Transportation (USDOT), and the U.S. Department of Justice (USDOJ) regulations and guidance materials related to the implementation of Title VI.

The scope of the process reviews conducted by Caltrans focuses on the Local Agency's adherence to the FHWA's Title VI Program (Race, Color and National Origin) and the related statues protecting additional classes as required under

- Federal-Aid Highway Act of 1973 (Sex)
- The Age Discrimination Act of 1975 (Age), and
- The Americans with Disabilities Act of 1990 (ADA)(Disability) and Section 504 of the Rehabilitation Act of 1973 (Disability).

29 This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

City of Madera
Herein Called OWNER

By: _____
Andrew J. Medellin, Mayor

APPROVE AS TO FORM:

_____
Hilda Cantú Montoy, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

BY: _____
Herein Called CONTRACTOR

BY: _____

_____
Federal Tax I.D. No.

_____
Contractor License Number

_____
DIR Registration Number

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____,2019 before me, _____
(insert name and title of officer)

Personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING FUNDING AMENDMENTS AND APPROPORIATING $263,000 TO THE CITY OF MADERA FISCAL YEAR 2019/20 CAPITAL PROJECTS BUDGET FOR THE FOR THE CONSTRUCTION OF SB-1 (RMRA) 2018-19 SEALS AND OVERLAYS, CITY PROJECT NO. R-76

WHEREAS, Project comprising of the construction of SB-1 (RMRA) 2018-19 Seals and Overlays, City Project No. R-76, hereinafter called "the Project", is included in the proposed Fiscal Year (FY) 2019/20 Budget for Capital Projects; and

WHEREAS, Funds are necessary for the construction phase of the Project in the FY 19/20 Capital Projects Budget; and

WHEREAS, Funds are available in the unprogrammed fund balance of the Measure T – LTP Street Maintenance Org. No. 41523210.

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 - _____

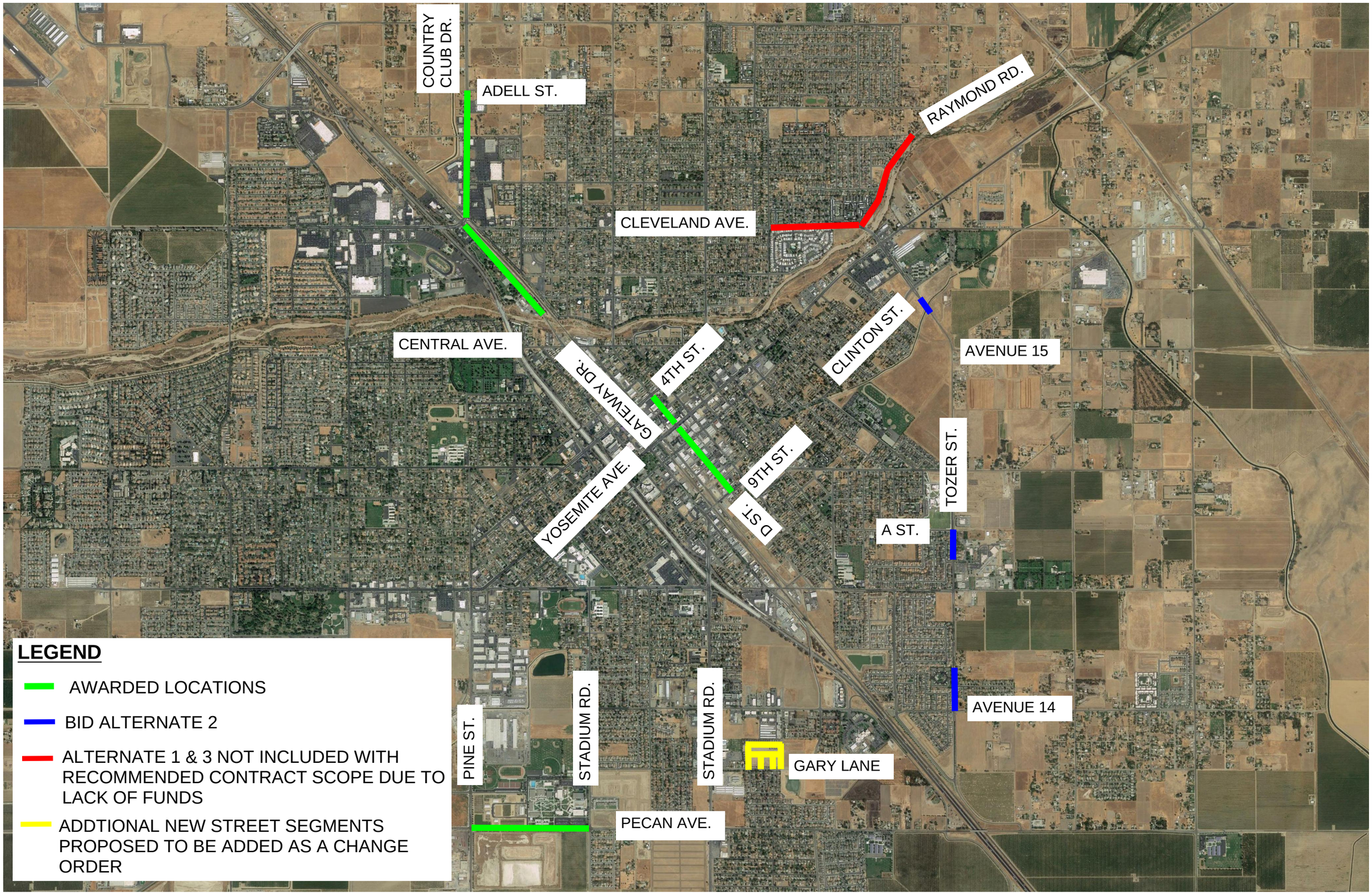
SB-1 (RMRA) 2018-19 Seals and Overlays, City Project No. R-76

ORG CODE	OBJECT CODE	PROJECT CODE	DESCRIPTION	ALREADY APPROPRIATED AS PART OF CONSTRUCTION APPROVAL (+)	(-)
Measure T - LTP Street Maintenance 41705080					
4152	7050	R-000076	SB-1 (RMRA) 2018-19 Seals and Overlays	263,000	
4152	3210		Unappropiated Measure T - LTP Street Mainenance		263,000
				263,000	**263,000**

ATTACHMENT 2

LOCATION MAP

LOCATION MAP



RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

_____
John Scarborough, Public Works Director

_____
Arnoldo Rodriguez, City Manager

Council Meeting of: September 18, 2019

Agenda Number: C-6

SUBJECT:

Consideration of a Resolution Approving the First Amendment to the Agreement with Sensus USA Inc. for Advanced Water Meter Infrastructure Services and Authorizing the Mayor to Sign the Amendment on Behalf of the City; and

Consideration of a Resolution Amending the City of Madera FY 2019/20 Budget in the Amount of $10,300.00 for Advanced Metering Infrastructure Services.

RECOMMENDATION:

It is recommended that City Council (Council) adopt the Resolution approving the First Amendment to the Agreement with Sensus USA Inc. (Sensus) for Advanced Water Metering Infrastructure (AMI) Services which will allow an upgrade from the LOGIC to Analytics system in order to provide a more advanced system which can be integrated with Tyler Munis. Additionally, it is recommended Council adopt the Resolution amending the FY 2019/20 Budget to add an allocation in the amount of $10,300 for this upgrade. This cost includes one-time setup and integration fees, as well as training on the new system.

SUMMARY:

In February 2010, the City purchased a Sensus FlexNet AMI System to begin monitoring City water meters. The City completed three separate water meter installation projects which allowed for the installation of over 14,000 Sensus Water Meter SmartPoints which electronically transmit water use data from each meter to the City's Utility Billing Division. In December 2014, the Sensus software system and servers were upgraded and a five-year agreement for new AMI services was executed. The upgrade being proposed with this amendment would provide a more

advanced and user-friendly system to access detailed meter usage and event history, identify anomalies, and enable staff to track specific water usage and meter issues. The software upgrade will also allow for more efficient integration with Tyler Munis for utility billing purposes.

DISCUSSION:

In 2010, the City began monitoring water meters using the Sensus FlexNet AMI system. At that time, servers were installed to host the software and store the meter readings. In 2014, the City upgraded to the currently used system: LOGIC. The LOGIC system provided improved reporting and customer service options.

The proposed amendment would allow the City to upgrade, once again, to the Analytics system, the most current software being offered by Sensus. The Analytics system has several advantages over the current LOGIC system:

- Ease of Use: Analytics is an application-based software that is easy to use and can be easily navigated. LOGIC is not as user friendly and requires the user to access several links to obtain needed data.
- Sustainability: Analytics is a Sensus product that is maintained and supported at a high level with a direct line of communication to technology support staff. LOGIC is a third-party software making it difficult to receive support.
- Advancement: Anaytics is constantly being updated. Additional icons and reports are added on a regular basis and custom reports are available, if requested. LOGIC has not been updated in over three years.

The annual fee for Sensus is $28,000 which includes $18,000 for hosted service and software technical support and $10,000 for base station extended warranty. Sensus is the City's provider for the software, equipment and technical support for the automatic meter reading system. The meters electronically transmit hourly meter usage reads to the base stations through the electronic transmitters on meter. That data is collected and transferred through the software enabling access to the usage data for each meter for billing, water conservation and customer service purposes which breaks down to $2,333.33 per month. There are over 14,000 account which breaks down to approximately $0.17 per account, per month

Additionally, as the final phase in the Tyler Munis implementation project, the City is currently implementing the utility billing financial software. This process will include making technological connections between Tyler Munis and the Sensus meter reading software system. This connection will allow the City to more efficiently gather water usage reads for the billing process. In order to complete this connection, the Sensus system must be upgraded from LOGIC to Analytics. If the proposed amendment is approved, the City will be able to complete the Tyler Munis utility billing and Sensus system upgrades and connections simultaneously.

FINANCIAL IMPACT:

The cost for the upgrade from the LOGIC to Analytics system will be a one-time fee of $10,300.00. This would include the following:

Table 1: *Costs for Sensus upgrade*	
Item	*Costs*
Analytics Setup Fee	$2,400
Analytics Standard Integration	$5,400
Analytics Training	$2,500
Total	**$10,300**

Staff has proposed that a budget amendment be made in this amount to the Water Maintenance/Operations Fund, Contracted Services. This associated budget amendment will be funded by the Water Unallocated Fund balance. The ongoing cost for the current Sensus agreement is included in the adopted FY 2019/20 Budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

This proposed action is consistent with the Madera Vision Plan:

> Action 434.1: Increase water-usage monitoring through meter reading and water-patrol to increase conservation.

ALTERNATIVES:

1. Council may elect to approve the amendment at which time staff will immediately begin coordinating the upgrade and integration with our existing financial software.
2. Council may elect to not approve the amendment. The action will result in the AMI system not being upgraded making support difficult and expensive to obtain in the future.
3. Council may request additional information regarding the Sensus upgrade to be brought back at a later meeting.

ATTACHMENTS:

1. Resolution Approving Agreement Amendment
2. Exhibit 1 to Resolution 1 – First Amendment to the Advanced Metering Infrastructure Agreement
3. Resolution Amending FY 2019/20 Budget
4. Exhibit AA

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH SENSUS USA INC. FOR ADVANCED METERING INFRASTRUCTURE SERVICES AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT ON BEHALF OF THE CITY

WHEREAS, the City of Madera (City) and Sensus USA Inc. (Sensus) entered into an Agreement dated January 5, 2015, for Advanced Metering Infrastructure Services; and

WHEREAS, Sensus has submitted the First Amendment to the Agreement in response to the City's request to upgrade the system software; and

WHEREAS, the proposed Amendment to the Agreement is in the best interests of the City and Sensus.

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 First Amendment to the Agreement for Advanced Metering Infrastructure Services with Sensus, attached hereto as Exhibit 1, is approved.

3. The Mayor is authorized to execute the Amendment on behalf of the City.

4. This Resolution is effective immediately upon adoption.

* * * * *

FIRST AMENDMENT TO THE
ADVANCED METERING INFRASTRUCTURE AGREEMENT
("First Amendment")

This First Amendment is made this ___ day of _____ 2019 ("Effective Date"), by and between Sensus USA Inc., a corporation of the State of Delaware with offices at 637 Davis Drive, Morrisville, North Carolina 27560 ("Sensus"), and City of Madera, a city formed in the State of California, ("Customer").

WHEREAS, Sensus and Customer entered into an Advanced Metering Infrastructure Agreement on January 5, 2015 ("Agreement"); and

WHEREAS the parties desire to amend the Agreement according to the terms and conditions in this First Amendment; and

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this First Amendment, the parties hereto mutually covenant and agree to amend the Agreement as follows:

1. **Defined Terms.** Any terms used in this First Amendment as defined terms, and which are not defined herein, shall have the meanings given to those terms in the Agreement.

2. **Software.** By way of this First Amendment, Customer hereby elects to utilize Sensus Analytics software in lieu of the Harris-licensed Logic software. Accordingly, Exhibit A of the Agreement is hereby replaced in its entirety with the Exhibit A attached hereto.

3. **Intellectual Property.** Section 5.E. of the Agreement is hereby replaced in its entirety with the following:

E. **Intellectual Property Rights.**

i. Software and Materials. No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.

ii. Customer Data. Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or AMI System, such as network and equipment status information or the like.

iii. Consent to Use of Customer Data. Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.

iv. Access to Customer Data. Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.

4. **Data Privacy.** New Section 5.P. is hereby added to the Agreement:

P. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at https://www.xylem.com/en-us/support/privacy/. Customer acknowledges that it has read and understood Xylem's

privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.

5. **Insurance.** New Section 5.Q. is hereby added to the Agreement:

   Q. **Professional (E&O) Liability/Cyber Liability.** Sensus shall maintain Professional Liability, Technology Errors & Omissions Liability and Network Security & Privacy Liability insurance with limits of two million ($2,000,000) per claim and in the aggregate. Sensus will list Customer as an additional insured party under this insurance policy. Coverage shall include: (i) Failure to prevent unauthorized access to, use of or tampering with computer systems/networks, including denial of service, unless directly caused by a mechanical or electrical failure, (ii) Unauthorized disclosure of personal or confidential information, (iii) liability arising out Xylem' professional errors and/or omissions resulting in the introduction of a computer virus or other malicious code causing damage to Customer's computer system, network or similar related property and the data, software and programs thereon, (iv) liability for intellectual property infringement claims and for indemnification and legal defense of any claims of intellectual property infringement, including infringement of copyright, or trade mark, brought against Customer for the FlexNet System, (v) government investigations and associated fines/penalties, if insurable by law, resulting from the alleged or actual disclosure of personal or confidential information or security breach, (vi) liability for Customer's non-physical business interruption due to a security failure of a Sensus computer system, network, hardware or software or Sensus' professional services. The policy will have a retroactive date of no later than the effective date of this Agreement and coverage shall be maintained for an additional period of three (3) years following termination of the Agreement.

6. **Entire Agreement**. The Agreement, as amended by this First Amendment, constitutes and contains the entire understanding and agreement of the parties. To the extent that the provisions of this First Amendment are inconsistent with the Agreement, the terms of this First Amendment shall control. Except as expressly amended or modified in this First Agreement, all other terms and conditions of the Agreement shall remain in full force and effect and this First Amendment shall be binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be signed by their respective officers, authorized as of the day and year written above.

SENSUS USA INC.	**CITY OF MADERA**
By: _____	By: _____
Name: Tim Harriger	Name: Andrew Medellin
Title: VP Sales NA Water	Title: Mayor
Date: September 4, 2019	Date: 9/18/2019

Exhibit A
Software

Software as a Service

1. **Description of Services.**

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

A. **Software as a Service Generally.**

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. **Use of Software as a Service.** Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

C. **Termination of an Application.** Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that; (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. **Software as a Service means only the following services:**

i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.

ii. Sensus will provide production and disaster recovery environments for Application.

iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.

iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
   (a) Network addresses and virtual private networks (VPN)
   (b) Standard time source (NTP or GPS)
   (c) Security access points
   (d) Respond to relevant alarms and notifications

v. Capacity and performance management. Sensus will:
   (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.)
   (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
   (c) Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
   (d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
   (e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.

vi. Database management. Sensus will:
   (a) Implement the data retention plan and policy, and will provide the policy upon request.
   (b) Monitor space and capacity requirements.
   (c) Respond to database alarms and notifications.
   (d) Install database software upgrades and patches.
   (e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.

vii. Incident and Problem Management. Sensus will:

(a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
(b) Respond to incidents and problems that may occur to the Application(s).
(c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
(d) Correlate incidents and problems where applicable.
(e) Sensus personnel will use the self-service portal to document and track incidents.
(f) In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
(g) Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
(h) Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.

viii. Security Management. Sensus will:
(a) Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
(b) Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
(c) Conduct period penetration testing of the network and data center facilities.
(d) Conduct monthly vulnerability scanning by both internal staff and external vendors.
(e) Perform anti-virus and Malware patch management on all systems.
(f) Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
(g) Respond to any potential threat found on the system and work to eliminate any virus or malware found.
(h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
(i) Monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.
(j) Provide secure web portal access (SSL) to the Application(s).

ix. Backup and Disaster Recovery Management. Sensus will:
(a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
(b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
(c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
(d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
(e) Provide disaster recovery environment and perform fail-over to Disaster Recovery environment within forty-eight (48) hours of declared event.
(f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
(g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
(h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
(i) The Application shall have a RTO of forty-eight (48) hours.
(j) The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
(k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. **Customer Responsibilities:**
i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
ii. Participate in all required configuration and change management procedures.
iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
vii. Responsible for local area network configuration, management, and support.
viii. Identify and research problems with meter reads and meter read performance.
ix. Create and manage user accounts.
x. Customize application configurations.
xi. Support application users.
xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
xiii. Respond to alarms and notifications.
xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F. **Software as a Service** does not include any of the following services:

i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.

ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

2. Further Agreements

A. System Uptime Rate.

i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{(\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month})}{\text{TMO}}$$

ii. **Calculations**

a. ***Targeted Minutes of Operation*** or ***TMO*** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.

b. ***Scheduled Downtime*** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.

c. ***Non-Scheduled Downtime*** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).

iii. **Exceptions**. Exceptions mean the following events:

- Force Majeure
- Emergency Work, as defined below; and
- Lack of Internet Availability, as described below.

a. **Emergency Work**. In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("Emergency Work"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "Managed Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.

b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.

iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

B. Data Center Site-Security. Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:

i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.

ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.

iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.

iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.

v. Dry pipe pre-action fire detection and suppression systems are provided.

vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.

C. Responsibilities of Customer.

i. Customer shall promptly pay all Software as a Service fees.

ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).

iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.

iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.

v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

D. Software Solution Components.

i. **Description of Software Solutions**. Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.

ii. **Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas), street lighting, and Home Area Network devices.

a. Core Package

(i) Communication

1. Manages all inbound and outbound traffic to and from endpoints
2. Outbound routing optimization
3. Route analyzer
4. AES256 bit encryption of radio messages
5. Reports and metric details of network performance and troubleshooting aids
6. Management of RF equipment (base stations and endpoint radios)

(ii) Data Collection

1. Missing read management
2. Management of duplicate reads
3. 60 day temporary storage

(iii) Application integration

1. To Sensus Analytics applications
2. Enable 3rd party application integration
3. Batch CMEP file export
4. Real-time access through MultiSpeak

(iv) Endpoint Management
1. Gas, water, electric, lighting concurrent support
2. Remote configuration
3. Remote firmware updates
4. Reports, metrics and Troubleshooting

(v) User Management
1. Secure access
2. Password management
3. Definable user roles
4. User permissions to manage access to capabilities

b. Integration of RNI. Sensus shall provide RNI integration support services to Customer only to the extent specifically provided below:

(i) Sensus shall meet with the representative from the Customer's system(s) targeted for integration to determine which integration method is appropriate (e.g., Multispeak, CMEP, etc.).
1. In scope and included integration efforts: Provide the gateway URLs to the integrating system as needed, provide Customer with standard integration API documentation, validate and test that the correct Customer information is flowing into and/or out of the RNI.
2. Out of scope and subject to additional charges: Modifications or extensions to the standard API provided by Sensus and any integration efforts not outlined above as in scope and included.

(ii) Customer Responsibilities:
1. Provide Sensus with information about the relevant information Customer wishes to transfer and integrate with the RNI.
2. Establish the network and security required for the two systems to reasonably communicate.
3. Verify integration to third party system functionality is working as intended.

(iii) If an item is not listed in subparagraph (i) above, such item is excluded from the integration of Sensus RNI Support and is subject to additional pricing.

3. Third Party Software.

A. RedHat Linux. If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE CITY OF MADERA FY 2019/20 BUDGET IN THE AMOUNT OF $10,300.00 FOR ADVANCED METERING INFRASTRUCTURE SERVICES

WHEREAS, the City Council previously adopted a City-wide Budget for the 2019/2020 Fiscal Year; and

WHEREAS, the City of Madera (City) has determined that it is necessary to amend an agreement with Sensus USA Inc. to provide upgraded system needs for advanced metering infrastructure service; and

WHEREAS, expenditure accounts will need to be increased within the Water Maintenance/Operations Fund to pay for the system upgrade; and

WHEREAS, the Water Fund has an adequate Water Unallocated Fund balance available to allow for the increase of appropriations.

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

1. The above recitals are true and correct.

2. The budget of the Water Maintenance/Operations Fund is hereby amended as shown in Exhibit AA to this Resolution to increase appropriations for the upgrade to the water metering infrastructure services system.

3. A signed copy of this Resolution shall be placed on file in the office of the Director of Financial Services who shall prepare the entries necessary to reflect budget changes identified in the City's accounting system.

4. This Resolution is effective immediately upon adoption.

* * * * *

EXHIBIT AA
CITY OF MADERA

Budget Appropriations: Res. 19- 09/04/2018

Budget Adjustments for Fiscal Year 2019/20

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
Water Unallocated Fund Balance	20303830	7030	Facilities and Improvements		10,300
Water Maintenance/Operations	20303800	6440	Contracted Services	$ 10,300	
				$ 10,300	$ 10,300

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: September 18, 2019

Agenda Number: C-7

SUBJECT: **Consideration of a Resolution Approving the Award of Contract for Alley Paving Various Locations, City Project No. Aly-02, Federal Project No CML-5157(109), in the Amount of $655,291.38 for Base Bid plus Add Alternate No. 4 to Asphalt Design by Juan Gomez and Authorizing the Mayor to Execute the Agreement**

RECOMMENDATION:

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

1. Approving award of Contract for Alley Paving Various Locations, City Project No. Aly-02, Federal Project No Cml-5157(109) ("Project"), in the Amount of $655,291.38 for Base Bid plus Add Alternate No. 4 to Asphalt Design by Juan Gomez.

2. Authorizing construction contingencies of up to eight percent as approved by the City Engineer.

3. Authorizing funding of up to 10 percent of the contract amount for construction inspection, construction management, third party testing or consulting services as approved by the City Engineer.

4. Authorizing the Mayor to execute the contract on behalf of the City.

SUMMARY:

On August 29, 2019, the City received four bids for the Alley Paving at Various Locations Project funded primarily with federal CMAQ (Congestion Mitigation and Air Quality) funds. Asphalt Design by Juan Gomez submitted the lowest, responsive, and responsible bid that meets the contract requirements; therefore, it is recommended that Council award the project to Asphalt Design by Juan Gomez. The Project is included in the CIP (Capital Improvement Program);

however, it does not show in the 2019/20 CIP because at the time of development of the new CIP, the Project was anticipated to be awarded before July 1, 2019. The CIP Project Budget carries forward to Fiscal Year (FY) 2019/20.

BACKGROUND:

The City received $720,000 in CMAQ funds for design and construction of a project to pave unpaved alleys within the City to meet San Joaquin Valley Air Pollution Control District requirements. The intent of the project is to pave as many alleys as possible within the funding. The initial CMAQ application anticipated constructing a permanent surface on as many as 15 alleys with priority given to higher traffic alleys.

A second CMAQ funded alley paving project is included in the 2019/20 CIP, ALY-01, with a $200,000 budget. Construction is scheduled for FY 2020/21. Alley paving projects are good candidates for competitive CMAQ funds. Staff anticipates submitting for additional alley paving projects at the next CMAQ Call for Projects. Local matching funds of approximately 12 percent are required. The City typically allocates Measure T Environmental Enhancement funds as match.

DISCUSSION:

The general scope of work includes concrete alley approaches on alley ends. The Contractor shall prepare the surface for construction of a 3-inch asphalt concrete Type A over 3-inch aggregate base Class II. The contractor shall be responsible for profile (longitudinal) and cross grading of the alley and all associated staking. All work shall be done in accordance with City Standard Drawings and Specifications and applicable State Standard Specifications.

Public Works and Engineering corroborated on a master list of unpaved alleys meeting the requirements discussed in the section above. Alleys that had numerous undeveloped adjoining parcels or expected private development that could impact the alley were not included with this initial list. The Project as bid included fourteen alleys in the "Base Bid" and four "Add Alternatives" as shown in the project map, allowing the City to add up to four alleys to the project as the budget allowed.

The "Notice Inviting Bids" for the project was duly noticed in the Madera Tribune Newspaper on August 3rd and August 10th of 2019. The construction and bidding documents (specifications) were distributed to Builders Exchanges in Fresno, Modesto, and Visalia. The bid documents were also made available to the Kern-Minority Contractors Association in Bakersfield, and also posted on EBidBoard.com, an online listing service for contractors accessible from the City's website as well as to other contractors that regularly access EBidBoard's website directly.

On August 29th, 2019, the City received four responses. All bids were checked for accuracy against bidding requirements of the specifications and for validity of licenses and bid security. In addition, the three lowest bidders were required to submit additional bid documents required within five calendar days of bid opening to be considered responsive. Any bidder that wished to

be considered if the three lowest bidders should be found nonresponsive had the option of also submitting the additional documents.

In order to determine the low bidder, bids were compared based on the Total Bid – Base Bid plus each of the Four Bid Alternates. The bids received are summarized in Table 1.

Table 1: *Bid Overview*	
Bidder	*Bid*
1. Asphalt Design by Juan Gomez	$798,063.90
2. Witbro, Inc. dba Seal Rite Paving & Grading	$862,515.00
3. Avison Construction, Inc	$886,490.00*
4. Emmett's Excavation, Inc.	$1,138,814.00
City Engineer's Opinion of Cost	*$766,283.20*

*Bidder did not submit Construction Contract DBE Commitment Form (Exhibit 15-G) and Good Faith Effort Form (Exhibit 15-H) within 5 calendar days and was therefore disqualified.

Asphalt Design by Juan Gomez submitted the lowest, responsive and responsible bid that meets the contract requirements. The Total Bid exceeds the funds available for the project. The bid documents state that the ultimate scope of the project, as subsequently determined by the Engineer and dependent on the budget available, may or may not include all or any of the additive bids. The complete bid by Asphalt Design by Juan Gomez and recommendation for contract award is identified in Table 2.

Table 2: *Recommended Bid Award*			
Base Bid	*Bid Proposal*	*Notes*	*Recommended Contract Award*
Base Bid	$620,824.73		$620,824.73
Add Alternate 1	$61,199.09	not recommended due to lack of funds	
Add Alternate 2	$38,660.34	not recommended due to lack of funds	
Add Alternate 3	$42,913.09	not recommended due to lack of funds	
Add Alternate 4	$34,466.65		$34,466.65
Total:	**$798,063.90**		**$655,291.38**

It is recommended that the Council award the contract to Asphalt Design by Juan Gomez in the amount of $655,291.38 for the Base Bid and Add Alternate No. 4. Add alternates were provided to ensure that all funds were used if the bidding climate resulted in lower bids than anticipated. As the bidding climate resulted in a lower base bid, maximization of funds allows for paving of an additional alley under Bid Alternate Four. As noted on Table 2 above, Bid Alternates One through Three would result a in higher cost than the available funds.

FINANCIAL IMPACT:

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

The budget for the construction phase of the project is $775,000 including construction contract, contingencies, administration, testing, and inspection. Funding for Project No. ALY-02 is to be carried over from the FY 2018/19 Capital Projects Budget with CMAQ funds (Account 41705070) and Measure T Environmental Enhancement (Account 41570000).

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

Strategy 433 – Air Quality: Maintain or improve air quality through innovative programs and cooperative local plans. Ensure adherence to State and Federal air-quality policies.

ALTERNATIVES:

Potential alternatives to staff's recommendation may include:

1. Reject all bids.
2. Recommend including additional Add Alternates that would leave project contingencies, inspection, testing and administration unfunded (or covered by the General Fund).
3. Provide Staff with additional feedback.

ATTACHMENTS:

1. Resolution
2. Project Map

ATTACHMENT 1

RESOLUTION

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE AWARD OF CONTRACT FOR ALLEY PAVING VARIOUS LOCATIONS, CITY PROJECT NO. ALY-02, FEDERAL PROJECT NO CML-5157(109) IN THE AMOUNT OF $655,291.38 FOR THE BASE BID PLUS ADD ALTERNATE 4 TO ASPHALT DESIGN BY JUAN GOMEZ AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, on August 3rd and August 10th, 2019 the City of Madera (City) Engineering Department advertised a solicitation for bids for Alley Paving Various Locations, City Project No. Aly-02, Federal Project No Cml-5157(109), hereinafter referred to as "the Project"; and

WHEREAS, four sealed bids were received on August 29, 2019, and opened by the City Engineer; and

WHEREAS, funding for Alley Paving Various Locations, City Project No. Aly-02, Federal Project No CML-5157(109) is programmed in the Capital Improvement Projects Budget for Fiscal Year 2019/20.

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 (Council) has reviewed and considered all the information presented including the report to the Council from the Engineering Department.

3. The City finds that Asphalt Design by Juan Gomez is the lowest responsible and responsive bidder.

4. The contract for Alley Paving Various Locations, City Project No. Aly-02, Federal Project No Cml-5157(109) in the Amount of $ 655,291.38 for the Base Bid and Add Alternate No. 4 with Asphalt Design by Juan Gomez, a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.

5. Council authorizes Construction Contingencies of up to 8 percent as approved by the City Engineer.

6. Council authorizes funding of up to 10 percent of the contract amount for construction inspection, management, third party testing or consulting services as approved by the City Engineer.

7. The Mayor is hereby authorized to execute the contract on behalf of the City.

8. This Resolution is effective immediately upon adoption.

****

EXHIBIT 1

AGREEMENT

AGREEMENT

THIS AGREEMENT, made this 18th day of September, 2019, between the City of Madera, hereinafter called "**OWNER",** and Asphalt Design by Juan Gomez, doing business as (an individual), or (a partnership), or (a corporation), hereinafter called **"CONTRACTOR"**.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the "**ALLEY PAVING VARIOUS LOCATIONS CITY PROJECT NO ALY-02, FEDERAL PROJECT NO. CML-5157(109)**"

2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.

3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of $655,291.38, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK.

4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.

5. The term **"CONTRACT DOCUMENTS"** means and includes the following:

   (A) Advertisement for Bids
   (B) Information for Bidders
   (C) Bid Proposal
   (D) Bid Bond
   (E) Agreement
   (F) Payment Bond
   (G) Performance Bond
   (H) Insurance Requirements for Contractors
   (I) General Conditions
   (J) Special Conditions
   (K) City of Madera Standard Specifications and Drawings
   (L) State Standard Plans and Specifications
   (M) SPECIFICATIONS prepared or issued by CITY OF MADERA, entitled "**ALLEY PAVING VARIOUS LOCATIONS CITY PROJECT NO ALY-02, FEDERAL PROJECT NO. CML-5157(109)**" **dated July 2019.**

   Addenda Nos. 1, dated 08/26/19
   Addenda Nos. 2, dated 08/26/19

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount **of One Thousand Eight Hundred Dollars ($1,800.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

8A. CLAIMS RESOLUTION PROCESS FOR DISPUTES.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 *et. seq*.

A. Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(1) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.

(2) Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.

(3) Payment of an amount that is disputed by the Owner.

B. *The Claim Must Be Timely and in Writing:*

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

C. *Receipt of Claim by Owner:*

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation.

D. *City Council Approval:*

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

E. *Payment of Claim:*

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

F. Meet and Confer:

If the Contractor disputes the Owner's written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Owner shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. Any disputed portion of the

claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Under this Contract, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

G. *Filing a Government Code Written Claim Notice:*

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act as provided in Chapter 1 (commencing with Section 900) and Chapter 2 commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code Section 900.

H. Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

I. Interest:

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

J. Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor' means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that

the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

K. Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. In accordance with the provisions of Article 5, Chapter l, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part l, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. The **CONTRACTOR** shall comply with Part 7, Chapter l, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars ($50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter l, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must

comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars ($25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR** under him. It is the **CONTRACTOR'S** responsibility to ensure compliance by both itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars ($30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

(a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents **CONTRACTORS** in a specific trade from the 1 to 5 ratio on a local or statewide basis the member **CONTRACTORS** will not be required to submit individual applications for approval to local joint

apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars ($25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER.** No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR.**

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

16. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **OWNER** and the

CONTRACTOR. It is specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

17. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor,** or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor'**s negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR **CONTRACTOR**", **pages 46-47** of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or **Asphalt Design by Juan Gomez**. may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

20. Termination.

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

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

1. An illegal use of funds by **Asphalt Design by Juan Gomez**;
2. A failure by **Asphalt Design by Juan Gomez** to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **Asphalt Design by Juan Gomez** to City.

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

Notice of termination shall be mailed to the City:

City of Madera
Engineering Department
205 W. 4th Street
Madera, Ca 93637

To the Contractor:

Asphalt Design by Juan Gomez
4061 W. Belmont Avenue
Fresno, Ca 93637

Notices. All notices and communications from the **Asphalt Design by Juan Gomez** shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

21. Compliance With Laws- City shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of City's services.

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

22. Attorneys' Fees/Venue- In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

23. 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.

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

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

26. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

27. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City.** Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the]rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, City shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

28.Sole Agreement- This instrument constitutes the sole and only Agreement between City and **Asphalt Design by Juan Gomez** in connection to the Project and correctly sets forth the obligations of the City and **Asphalt Design by Juan Gomez** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

27. Assignment-Neither the **Asphalt Design by Juan Gomez** nor City will assign its interest in this Agreement without the written consent of the other.

28. Caltrans is required by 23 code of Federal Regulations (CFR), part 200, Section 200.9 (b)(7) to conduct reviews of sub-recipients (Local Agencies) of federal-aid to ensure compliance with Title VI of the Civil Rights Act of 1964 and the relates statues (Title VI) through the requirements under the Federal Highway Administration (FHWA), the U.S. Department of

Transportation (USDOT), and the U.S. Department of Justice (USDOJ) regulations and guidance materials related to the implementation of Title VI.

The scope of the process reviews conducted by Caltrans focuses on the Local Agency's adherence to the FHWA's Title VI Program (Race, Color and National Origin) and the related statues protecting additional classes as required under

- Federal-Aid Highway Act of 1973 (Sex)
- The Age Discrimination Act of 1975 (Age), and
- The Americans with Disabilities Act of 1990 (ADA)(Disability) and Section 504 of the Rehabilitation Act of 1973 (Disability).

29 This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

City of Madera
Herein Called OWNER

By: _____
Andrew J. Medellin, Mayor

APPROVE AS TO FORM:

_____
Hilda Cantú Montoy, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

BY: _____
CONTRACTOR

BY: _____

_____
Federal Tax I.D. No.

_____
Contractor License Number

_____
DIR Registration Number

Attachment A) **General Wage Decision No. CA20190018 07/26/2019**

Attachment B) **Form FHWA 1273 required to be incorporated into all contracts with Contractors and Subcontractors.**

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____,2019 before me, _____
(insert name and title of officer)

Personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

"General Decision Number: CA20190018 07/26/2019

Superseded General Decision Number: CA20180029

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the

wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	02/01/2019
2	02/15/2019
3	02/22/2019
4	05/03/2019
5	07/26/2019

ASBE0016-004 01/01/2019

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANSICO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting,		

stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)

Area 1	$ 28.20	9.27
Area 2	$ 36.53	9.27

ASBE0016-008 01/01/2019

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANSICO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAU, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 68.11	23.32
Area 2	$ 43.81	31.22

BOIL0549-001 10/01/2016

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1	$ 43.28	37.91
Area 2	$ 39.68	35.71

BRCA0003-001 08/01/2017

	Rates	Fringes
MARBLE FINISHER	$ 32.60	15.31

BRCA0003-003 08/01/2017

	Rates	Fringes
MARBLE MASON	$ 44.60	26.83

BRCA0003-005 05/01/2017

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced	$ 38.45	21.22
(7) San Francisco, San Mateo	$ 42.34	25.83
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 44.16	21.71
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 39.66	20.76
(16) Monterey, Santa Cruz	$ 39.51	23.49

BRCA0003-008 09/01/2017

	Rates	Fringes
TERRAZZO FINISHER	$ 35.14	16.87
TERRAZZO WORKER/SETTER	$ 44.11	26.36

BRCA0003-011 04/01/2018

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1	$ 28.56	15.87
Area 2	$ 25.60	14.30
Area 3	$ 25.88	15.17
Tile Layer		
Area 1	$ 47.77	18.29
Area 2	$ 42.67	16.81
Area 3	$ 38.15	17.70

CARP0022-001 07/01/2018

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw		

Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 48.55 29.32
Journeyman Carpenter.....$ 48.40 29.32
Millwright.....$ 48.50 30.91

CARP0034-001 07/01/2018

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 47.65	32.52
Diver standby	$ 52.61	32.52
Diver Tender	$ 51.82	32.52
Diver wet	$ 97.17	32.52
Manifold Operator (mixed gas)	$ 56.82	32.52
Manifold Operator (Standby)	$ 51.82	32.52

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is

necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2017

	Rates	Fringes
Piledriver	$ 46.65	31.91

CARP0035-007 07/01/2017

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I	$ 25.61	20.42
Installer II	$ 22.18	20.42
Lead Installer	$ 29.06	20.92
Master Installer	$ 33.28	20.92
Area 2		

Installer I	$ 22.96	20.42
Installer II	$ 20.01	20.42
Lead Installer	$ 25.93	20.92
Master Installer	$ 29.56	20.92
Area 3		
Installer I	$ 22.01	20.42
Installer II	$ 19.24	20.42
Lead Installer	$ 24.81	20.92
Master Installer	$ 31.83	20.92

CARP0035-008 08/01/2018

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 48.40	29.76
Area 2	$ 42.52	29.76
Area 3	$ 41.02	29.15
Area 4	$ 41.67	29.76
Drywall Stocker/Scrapper		
Area 1	$ 24.20	17.29
Area 2	$ 21.26	17.29
Area 3	$ 20.51	16.88
Area 4	$ 20.84	17.29

CARP0152-001 07/01/2018

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 48.55	29.32
Journeyman Carpenter	$ 48.40	29.32
Millwright	$ 48.50	30.91

CARP0152-002 07/01/2018

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 42.67	29.32
Journeyman Carpenter	$ 42.52	29.32
Millwright	$ 45.02	30.91

CARP0152-004 07/01/2018

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 41.32	29.32
Journeyman Carpenter	$ 41.17	29.32
Millwright	$ 43.67	30.91

CARP0217-001 07/01/2018

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 48.55	29.32
Journeyman Carpenter	$ 48.40	29.32
Millwright	$ 48.50	30.91

CARP0405-001 07/01/2018

Santa Clara County

	Rates	Fringes
Carpenters		

Bridge Builder/Highway
Carpenter.....$ 48.40 29.32
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 48.55 29.32
Journeyman Carpenter.....$ 48.40 29.32
Millwright.....$ 48.50 30.91

CARP0405-002 07/01/2018

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 42.58	29.32
Journeyman Carpenter	$ 42.52	29.32
Millwright	$ 45.02	30.91

CARP0505-001 07/01/2018

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer,		

Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 42.67 29.32
Journeyman Carpenter.....$ 42.52 29.32
Millwright.....$ 45.02 30.91

CARP0605-001 07/01/2018

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 42.67	29.32
Journeyman Carpenter	$ 42.52	29.32
Millwright	$ 45.02	30.91

CARP0701-001 07/01/2018

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		

Filer.....$ 41.32 29.32

Journeyman Carpenter.....$ 41.17 29.32

Millwright.....$ 43.67 30.91

CARP0713-001 07/01/2018

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 48.55	29.32
Journeyman Carpenter	$ 48.40	29.32
Millwright	$ 48.50	30.91

CARP1109-001 07/01/2018

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 41.32	29.32
Journeyman Carpenter	$ 41.17	29.32
Millwright	$ 43.67	30.91

ELEC0006-004 12/01/2018

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 40.52	3%+19.05
Technician	$ 46.60	3%+19.05

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2018

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 71.00	3%+31.215

ELEC0100-002 03/01/2019

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 38.75	23.06

ELEC0100-005 12/01/2018

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 33.59	19.55
Technician	$ 38.63	19.71

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music, Intercom and telephone

interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades

construction.

2. The conductors for the fire alarm system are installed in conduit.

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* ELEC0234-001 12/24/2018

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 49.30	25.58
Zone B	$ 54.23	25.73

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 40.02	19.75
Technician	$ 46.02	19.75

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of

terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 02/25/2019

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 60.48	26.06
ELECTRICIAN	$ 53.76	25.86

ELEC0302-003 12/01/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 38.42	19.70
Technician	$ 44.18	19.88

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2018

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 75.35	35.491
ELECTRICIAN	$ 65.52	35.196

FOOTNOTES: Work under compressed air or where gas masks are required, orwork on ladders, scaffolds, stacks, ""Bosun's chairs,"" or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to

60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2018

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 40.02	19.75
Technician	$ 46.02	19.93

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2018

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 61.03	3%+35.72
ELECTRICIAN	$ 54.25	3%+35.72

ELEC0595-002 06/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 42.55	7.45%+24.58
ELECTRICIAN		
(1) Tunnel work	$ 38.85	7.45%+24.58
(2) All other work	$ 37.00	7.45%+24.58

ELEC0595-006 12/01/2018

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 40.02	3%+18.96
Technician	$ 46.02	3%+18.96

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by

their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 12/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 33.59	3%+18.86
Technician	$ 38.63	3%+18.86

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are

installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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* ELEC0617-001 06/01/2019

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 63.00	37.68

ELEC0617-003 12/01/2018

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 40.02	19.93
Technician	$ 46.02	19.93

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by

their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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* ELEC0684-001 06/01/2019

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 40.25	3%+22.83

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 33.59	19.56
Technician	$ 38.63	19.71

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 01/01/2019

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	$ 56.79	17.41
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution		

line equipment).....$ 45.36 16.24
(3) Groundman.....$ 34.68 15.86
(4) Powderman.....$ 49.55 3%+17.65

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC	$ 67.56	34.125+a+b

FOOTNOTE:
PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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* ENGI0003-001 06/24/2019

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		

(AREA 1:)

GROUP 1.....$ 49.02 30.74

GROUP 2.....$ 47.49 30.74

GROUP 3.....$ 46.01 30.74

GROUP 4.....$ 44.63 30.74

GROUP 5.....$ 43.36 30.74

GROUP 6.....$ 42.04 30.74

GROUP 7.....$ 40.90 30.74

GROUP 8.....$ 39.76 30.74

GROUP 8-A.....$ 37.55 30.74

OPERATOR: Power Equipment

(Cranes and Attachments -

AREA 1:)

GROUP 1

Cranes.....$ 50.65 30.74

Oiler.....$ 36.63 30.39

Truck crane oiler.....$ 39.20 30.39

GROUP 2

Cranes.....$ 48.14 30.74

Oiler.....$ 36.36 30.39

Truck crane oiler.....$ 38.98 30.39

GROUP 3

Cranes.....$ 46.40 30.74

Hydraulic.....$ 38.32 30.39

Oiler.....$ 36.14 30.39

Truck Crane Oiler.....$ 38.71 30.39

GROUP 4

Cranes.....$ 43.36 30.74

OPERATOR: Power Equipment

(Piledriving - AREA 1:)

GROUP 1

Lifting devices.....$ 45.89 30.39

Oiler.....$ 36.63 30.39

Truck crane oiler.....$ 39.20 30.39

GROUP 2

Lifting devices.....$ 44.07 30.39

Oiler.....$ 36.36 30.39

Truck Crane Oiler.....$ 38.98 30.39

GROUP 3

Lifting devices.....$ 42.39 30.39

Oiler.....$ 36.14 30.39

Truck Crane Oiler.....$ 38.71 30.39

GROUP 4

Lifting devices.....$ 40.62 30.39

GROUP 5

Lifting devices.....$ 39.32 30.39

GROUP 6

Lifting devices.....$ 37.98 30.39

OPERATOR: Power Equipment

(Steel Erection - AREA 1:)

GROUP 1

Cranes.....$ 46.30 30.39

Oiler.....$ 36.63 30.39

Truck Crane Oiler.....$ 39.20 30.39

GROUP 2

Cranes.....$ 43.79 30.39

Oiler.....$ 36.36 30.39

Truck Crane Oiler.....$ 38.98 30.39

GROUP 3

Cranes.....$ 42.05 30.39

Hydraulic.....$ 38.32 30.39

Oiler.....$ 36.14 30.39

Truck Crane Oiler.....$ 38.71 30.39

GROUP 4

Cranes.....$ 39.01 30.39

GROUP 5

Cranes.....$ 35.13 30.39

OPERATOR: Power Equipment

(Tunnel and Underground Work

- AREA 1:)

SHAFTS, STOPES, RAISES:

GROUP 1.....$ 40.77 30.39

GROUP 1-A.....$ 43.24 30.39

GROUP 2.....$ 39.51 30.39

GROUP 3	$ 38.18	30.39
GROUP 4	$ 37.04	30.39
GROUP 5	$ 35.90	30.39
UNDERGROUND:		
GROUP 1	$ 40.67	30.39
GROUP 1-A	$ 43.14	30.39
GROUP 2	$ 39.41	30.39
GROUP 3	$ 38.08	30.39
GROUP 4	$ 36.94	30.39
GROUP 5	$ 35.80	30.39

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track

loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable

crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing

mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and

including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete

pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE

AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern Part

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:
Area 1: Remainder

Area 2: Eastern Part

MARIPOSA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:
Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-008 07/01/2017

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 44.77	31.25
(2) Dredge Dozer; Heavy duty repairman	$ 39.81	31.25
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 38.69	31.25
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 35.39	31.25
AREA 2:		
(1) Leverman	$ 46.77	31.25
(2) Dredge Dozer; Heavy duty repairman	$ 41.81	31.25

(3) Booster Pump
Operator; Deck
Engineer; Deck mate;
Dredge Tender; Winch
Operator.....$ 40.69 31.25
(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 37.39 31.25

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County

Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: Al but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 07/26/2017

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes

OPERATOR: Power Equipment

(LANDSCAPE WORK ONLY)

GROUP 1		
AREA 1	$ 34.05	28.73
AREA 2	$ 36.05	28.73
GROUP 2		
AREA 1	$ 30.45	28.73
AREA 2	$ 32.45	28.73
GROUP 3		
AREA 1	$ 25.84	28.73
AREA 2	$ 27.84	28.73

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-002 01/01/2019

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 32.58	23.41
Ornamental, Reinforcing and Structural	$ 39.00	32.05

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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* LABO0067-002 07/01/2019

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""B"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
All Counties	$ 24.00	11.30
LABORER (Lead Removal)		
Area A	$ 31.81	24.61
Area B	$ 30.81	24.61

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0073-002 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 29.54	23.65
Traffic Control Person I	$ 29.84	23.65
Traffic Control Person II	$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0073-003 07/01/2018

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.20	22.20

LABO0073-005 06/25/2018

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher

in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-007 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS)

(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20

LABORER (GUNITE)

GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31

LABORER (WRECKING)

GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement;

Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and

explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry

cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0073-009 07/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 32.02	23.00

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-003 06/25/2018

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 20.54	23.65
Traffic Control Person I	$ 30.84	23.65
Traffic Control Person II	$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-005 06/25/2018

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-009 06/25/2018

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 31.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20

GROUP 4.....$ 24.23 23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)

(1) New Construction.....$ 30.54 23.20

(2) Establishment Warranty
Period.....$ 24.23 23.20

LABORER (WRECKING - AREA A:)

GROUP 1.....$ 30.79 23.20

GROUP 2.....$ 30.64 23.20

Laborers: (GUNITE - AREA A:)

GROUP 1.....$ 30.75 22.31

GROUP 2.....$ 30.25 22.31

GROUP 3.....$ 29.66 22.31

GROUP 4.....$ 29.54 22.31

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker

and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of

type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting

or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in

the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-011 05/01/2018

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK	$ 35.37	20.70

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: $5.00 per day additional. Work in live sewage:

$2.50 per day additional.

LABO0261-014 07/01/2017

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER	$ 34.70	23.11

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0270-003 06/25/2018

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 30.54	23.65
Area B	$ 29.54	23.65
Traffic Control Person I		
Area A	$ 30.84	23.65
Area B	$ 29.84	23.65
Traffic Control Person II		
Area A	$ 28.34	23.65
Area B	$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0270-004 06/25/2018

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work);

Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-005 07/01/2018

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.20	22.20

LABO0270-007 06/25/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist Group	$ 30.40	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA B)

(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20

LABORER (GUNITE - AREA B)

GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31

LABORER (WRECKING - AREA B)

GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified

hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder;

All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-010 06/25/2018

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20

GROUP 1-e.....$ 31.34 23.20

GROUP 1-f.....$ 30.37 23.20

GROUP 2.....$ 30.64 23.20

GROUP 3.....$ 30.54 23.20

GROUP 4.....$ 24.23 23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)

(1) New Construction.....$ 30.54 23.20

(2) Establishment Warranty
Period.....$ 24.23 23.20

LABORER (GUNITE - AREA A:)

GROUP 1.....$ 30.75 22.31

GROUP 2.....$ 30.25 22.31

GROUP 3.....$ 29.66 22.31

GROUP 4.....$ 29.54 22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....$ 30.79 23.20

GROUP 2.....$ 30.64 23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small

trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and

every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-011 07/01/2017

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 34.70	21.22

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-001 07/01/2018

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	$ 31.20	22.20

LABO0294-002 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 29.54	23.65
Traffic Control Person I....	$ 29.84	23.65
Traffic Control Person II...	$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0294-005 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes

Tunnel and Shaft Laborers:

GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0294-008 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers

entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter;

Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work

performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair

track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0294-010 07/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 32.02	23.00

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-011 07/01/2017

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 31.02	22.52

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0304-002 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 30.54	23.65
Traffic Control Person I	$ 30.84	23.65

Traffic Control Person II...$ 28.34 23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0304-003 06/26/2017

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 36.60	24.83
GROUP 2	$ 36.37	24.83
GROUP 3	$ 36.12	24.83
GROUP 4	$ 35.67	24.83
GROUP 5	$ 35.13	24.83
Shotcrete Specialist	$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and

bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0304-004 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20

(2) Establishment Warranty		
Period	$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter;

Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender,

chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0304-005 05/01/2018

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender	$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0304-008 07/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 34.70	23.11

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-002 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 30.54	23.65
Traffic Control Person I	$ 30.84	23.65
Traffic Control Person II	$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-006 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11

GROUP 5.....$ 36.35 24.11

Shotcrete Specialist.....$ 38.34 24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-012 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		

LABORERS - AREA A:)

Construction Specialist		
Group.....$	31.49	23.20
GROUP 1.....$	30.79	23.20
GROUP 1-a.....$	31.01	23.20
GROUP 1-c.....$	30.84	23.20
GROUP 1-e.....$	31.34	23.20
GROUP 1-f.....$	30.37	23.20
GROUP 1-g.....$	30.99	23.20
GROUP 2.....$	30.64	23.20
GROUP 3.....$	30.54	23.20
GROUP 4.....$	24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULURAL & LANDSCAPE
LABORERS - AREA A:)

(1) New Construction.....$	30.54	23.20
(2) Establishment Warranty Period.....$	24.23	23.20

LABORER (GUNITE - AREA A:)

GROUP 1.....$	30.75	22.31
GROUP 2.....$	30.25	22.31
GROUP 3.....$	29.66	22.31
GROUP 4.....$	29.54	22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....$	30.79	23.20
GROUP 2.....$	30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and

similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural

and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

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LABO0324-014 05/01/2018

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender	$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0324-018 07/01/2018

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 37.14	22.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-002 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 29.54	23.65
Traffic Control Person I	$ 29.84	23.65
Traffic Control Person II	$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO1130-003 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 36.60	24.83
GROUP 2	$ 36.37	24.83
GROUP 3	$ 36.12	24.83
GROUP 4	$ 35.67	24.83
GROUP 5	$ 35.13	24.83
Shotcrete Specialist	$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 07/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	$ 31.20	22.20

LABO1130-007 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 29.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA B:)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty		
Period	$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types

(except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or

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GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building

materials)

LABO1130-008 07/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 32.02	23.00

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-009 07/01/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 32.02	23.00

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-001 01/01/2019

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:	$ 42.67	24.03

PREMIUMS:

EXOTIC MATERIALS - $0.75 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-003 01/01/2018

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1	$ 45.16	26.74
AREA 2	$ 41.03	25.34

PAIN0016-012 01/01/2019

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 48.60	27.43

PAIN0016-015 01/01/2019

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 33.68	20.24

FOOTNOTES:
SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.00 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-022 01/01/2019

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER	$ 46.29	24.03

PAIN0169-001 01/01/2018

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER	$ 35.00	26.26

PAIN0169-005 01/01/2019

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 50.03	28.19

PAIN0294-004 01/01/2019

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller	$ 30.53	19.11
Drywall Finisher/Taper	$ 34.87	23.68

FOOTNOTE:

Spray Painters & Paperhangers recive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

PAIN0294-005 01/01/2018

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER	$ 31.49	20.48

PAIN0767-001 01/01/2019

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 38.47	28.40

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 01/01/2017

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 34.41	16.31
GROUP 2	$ 29.25	16.31
GROUP 3	$ 29.59	16.31

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 10/01/2018

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	$ 36.81	21.51

PLAS0066-002 07/01/2017

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER	$ 40.51	27.13

PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno	$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz	$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Couonties	$ 32.70	31.68
AREA 337: Monterey County	$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties	$ 32.70	31.68

PLAS0300-005 07/01/2017

	Rates	Fringes

CEMENT MASON/CONCRETE FINISHER...$ 33.49 23.67

PLUM0038-001 07/01/2018

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....	$ 72.00	41.94

PLUM0038-005 07/01/2018

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	$ 61.20	30.17

PLUM0062-001 01/01/2019

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	$ 43.05	33.44

PLUM0159-001 07/01/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		

(1) Refrigeration.....$ 59.42 35.94

(2) All other work.....$ 55.92 34.44

PLUM0246-001 01/01/2019

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 40.15	32.64

PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN)	$ 13.00	10.74

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials

in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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PLUM0342-001 07/01/2018

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY	$ 58.68	42.40
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY	$ 58.68	42.40

PLUM0355-004 07/01/2018

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker		
/Landscape Fitter	$ 27.10	16.30

PLUM0393-001 07/01/2018

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes

PLUMBER/PIPEFITTER.....$ 62.66 41.93

PLUM0442-001 01/01/2019

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....$	42.25	30.64

PLUM0467-001 07/01/2018

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...$	65.11	35.25

ROOF0027-002 01/01/2019

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....$	28.21	14.21

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

ROOF0040-002 09/21/2018

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER	$ 39.88	18.72

ROOF0081-001 08/01/2018

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer	$ 39.40	17.58

ROOF0081-004 08/01/2018

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER	$ 39.40	17.58

ROOF0095-002 08/30/2018

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Journeyman	$ 42.59	18.89
Kettle person (2 kettles); Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker	$ 44.59	18.89

SFCA0483-001 01/01/2019

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	$ 63.52	31.17

SFCA0669-011 04/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	$ 38.85	21.87

SHEE0104-001 07/02/2018

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		

under $200,000.....$ 51.87 37.91
All Other Work.....$ 59.11 38.51
AREA 2.....$ 48.90 32.70
AREA 3.....$ 51.21 30.26

SHEE0104-003 07/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 40.34	32.80

SHEE0104-005 07/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding)	$ 38.40	35.69

SHEE0104-007 07/01/2018

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 38.49	35.65

SHEE0104-015 07/01/2017

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes

SHEET METAL WORKER (Metal
Decking and Siding only).....$ 37.53 32.10

SHEE0104-018 07/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	$ 39.93	32.70

TEAM0094-001 07/01/2018

	Rates	Fringes
Truck drivers:		
GROUP 1.....	$ 31.68	27.86
GROUP 2.....	$ 31.98	27.86
GROUP 3.....	$ 32.28	27.86
GROUP 4.....	$ 32.63	27.86
GROUP 5.....	$ 32.98	27.86

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.

Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. No segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

FHWA-1273 -- Revised May 1, 2012

2. EEO Officer: The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

FHWA-1273 -- Revised May 1, 2012

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

FHWA-1273 -- Revised May 1, 2012

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

FHWA-1273 -- Revised May 1, 2012

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

FHWA-1273 -- Revised May 1, 2012

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first 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 first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

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

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not 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 lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is 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 this transaction for cause or default.

* * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) 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;

(3) 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 (a)(2) of this certification; and

(4) 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.

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

FHWA-1273 -- Revised May 1, 2012

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. 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 and/or debarment.

c. 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 by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "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 which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. 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 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.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "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 exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not 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 lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. 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 normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is 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 and/or debarment.

* * * * *

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

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.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 Federal 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.

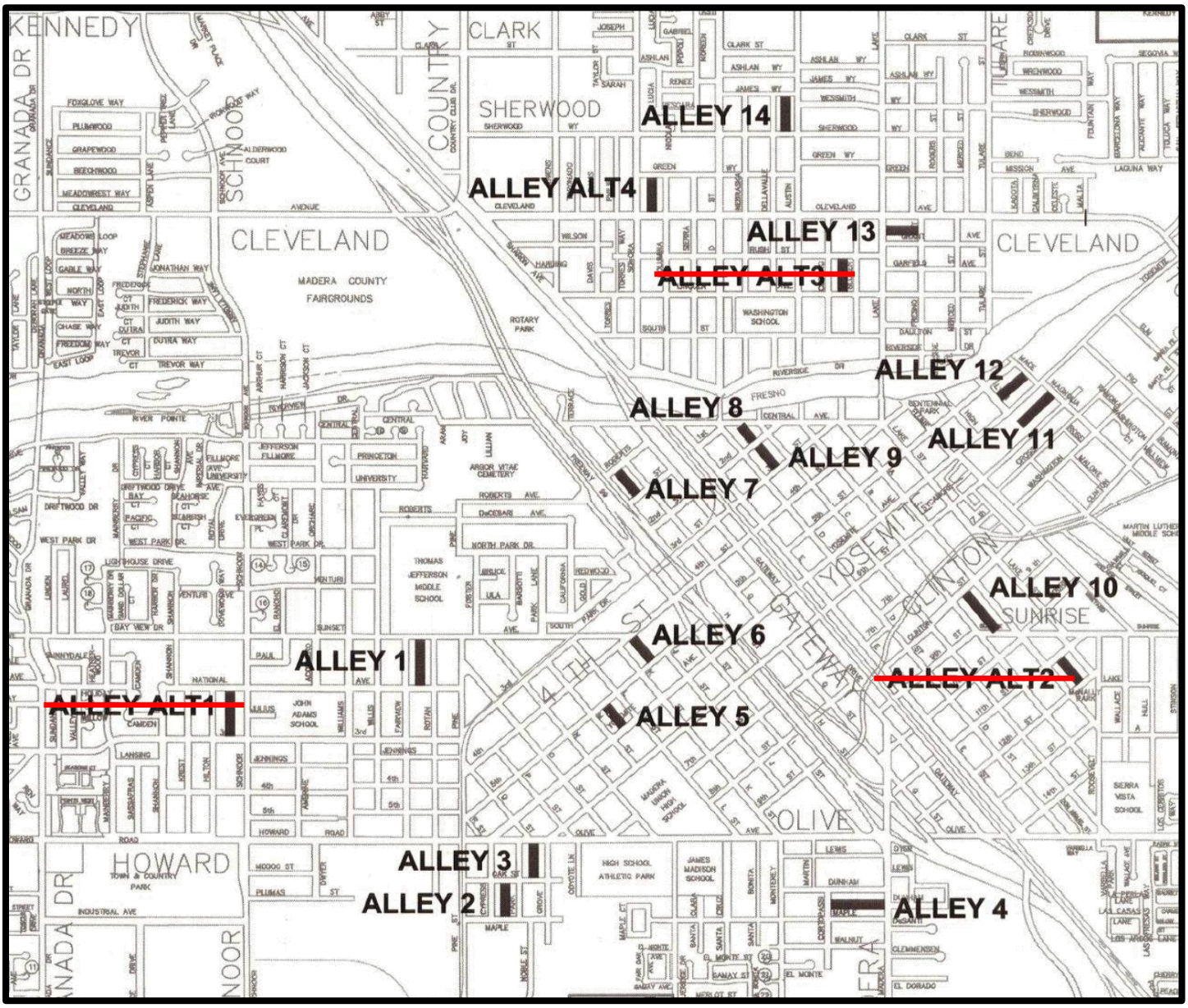
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT 2

PROJECT MAP



not included with recommended contract scope due to lack of funds

ALLEY PAVING AT VARIOUS LOCATIONS
FEDERAL PROJECT NO. CML-5157(109)
CITY PROJECT NO. ALY-02

PROJECT MAP

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Dino Lawson, Chief of Police

Arnoldo Rodriguez, City Manager

Council Meeting of: September 18, 2019

Agenda Number: D-1

SUBJECT:

Consideration of a Resolution Approving Written Request by the Madera South High School, seeking City Council approval to cover the cost of Police and Public Works efforts in the amount of $3,234 in association with the Homecoming parade on September 27, 2019.

RECOMMENDATION:

Staff recommends the City Council adopt the attached resolution waiving the fees to cover the cost of Police and Public Works relating to the Madera South High School Homecoming Parade in the amount of $3,234.

SUMMARY:

The Madera South High School will be holding its Homecoming Parade on Friday, September 27th from 9:30 am to 10:30 am. Historically, the Council has recognized this function as a community event and has covered the costs associated with traffic control and clean-up.

DISCUSSION:

Mr. Justin Potter Director of Student Activities has requested the City Council waive fees for a special event permit and is asking the council to cover the cost for Police and Public Works services associated with the event. Costs include traffic (including barriers) and crowd control, as well as clean-up. Each department is prepared to provide these services at the direction of Council.

Madera South High School will be required to obtain the appropriate encroachment permits for the use of City streets as part of the parade route.

As is City policy, insurance binders (Special Events Insurance) to transfer liability and property damage claims from the City to parade sponsors, are to be provided by Madera South High School.

FINANCIAL IMPACT:

The cost of providing City services to assist with traffic, crowd control, and cleanup is estimated as follows: $1,033 to pay for five officers and $600 for Public Works expenses. These figures represent the cost of personnel's time that would be on duty already. The Madera South High School has also asked that the Police Department cover the cost of road barriers (Alert-O-Light), in the amount of $1,500. The Madera South High School is also requesting a waiver of the $101 permit fee. The total amount that the Madera South High School is petitioning Council for relief is $3,234.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 317: "Develop and encourage festival, gatherings, and events..."
Strategy 313: "Provide year-round programs fostering community pride..."

ALTERNATIVES:

Council can elect to not waive the fees and Madera South High School would incur all costs associated with their homecoming parade. The expenses are anticipated to total $3,234.

ATTACHMENTS:

1. Resolution
2. Request letter received from Madera South High School

Attachment 1

Resolution

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA WAIVING THE FEES TO COVER COSTS OF POLICE AND PUBLIC WORKS FEES RELATING TO THE HOMECOMING PARADE FOR MADERA SOUTH HIGH SCHOOL IN THE AMOUNT OF $3,234.00

WHEREAS, on August 21, 2019, the City received a request from Madera South High School received a letter requesting TBD; and

WHEREAS, the Madera South High School has planned and organized this community event annually and has provided citizens of Madera and neighboring areas a place to celebrate; and

WHEREAS, on September 18, 2019, the City Council of the City of Madera considered a request by Madera South High School to waive the fees to cover costs relating to the Madera South High School Homecoming Parade; and

WHEREAS, the City fees for Police and Public Works are $3,234.00; and

WHEREAS, the fees include TBD for traffic control measures by Alert-O-Light; and

WHEREAS, the City Council finds it is in the best interest of the City to approve the waiver of fees; and

WHEREAS, this request provides a public benefit to the community.

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 Council finds that the waiver of fees as set forth in this resolution serves a public purpose and is in the best interest and welfare of the City and its residents.

3. The City Council does hereby waive the City fees requested by Madera South High School in the amount of $3,234.00 associated with the Madera South High School Homecoming Parade.

4. This resolution is effective immediately upon adoption.

* * * * * * * *

Attachment 2

Request letter from Madera South High School

Madera South High School

705 W. Pecan Ave
Madera, CA 93637
Phone: (559) 675-4450
FAX: (559) 675-9985

Madera South High School
705 W. Pecan Ave
Madera, CA 93637

Principal
Aimee Anderson

Deans
Jon Steinmetz
Brandon Gilles

Vice Principals
Carry Gassett
Brad Holck
Ericka Moran
Elizabeth Puga
John Martin

Athletic Director
Andrea Devine

Activities Director
Justin Potter

August 21, 2019

Mayor Andy Medellin and Members of the City Council,

For the last nine years, our school's Homecoming festivities have featured a community parade thanks to your contribution and support. We are beyond thrilled to continue the tradition of promoting our schools pride this year. Please consider this letter as our request to be put on the agenda for your next meeting. The item for consideration is our 9th Annual Madera South High School Homecoming Parade on Friday, September 27th. This parade is a tradition we hope to continue as a way to showcase our students and our Stallion Alumni.

Approximately 900 Madera South students participate in the Homecoming parade consisting of the band, cheer teams, football teams, and class and club floats. We are continuing the tradition of allowing Madera South feeder schools to participate in the parade. This will increase student participation to over 1,000 students. Additionally, we invite our feeder schools and provide transportation to spectate along the parade route.

We understand that an event of this magnitude will incur many costs for all parties involved. We make sure to inform all residents who reside on the parade route to make sure they are aware of road closures. We ask that the City of Madera would continue to support this event that is truly meaningful to the students and the community of Madera by waiving the permits, police and public works fees that are associated with this event. We also ask to continue the agreement that was made that the City of Madera will pay, but not exceed, $1,500 toward the rental of safety barricades through the company, Alert O Lite. We will pay the remaining balance of the barricades which is usually an additional $200-$300.

We are looking forward to another spirited community pride event!
Thank you for your consideration of this matter.

Justin Potter
Activities Director
Madera South High School
675-4450 ext. 1083 cell 474-0493
justinpotter@maderausd.org

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Dino Lawson, Chief of Police

Arnoldo Rodriguez, City Manager

Council Meeting of: September 18, 2019

Agenda Number: D-2

SUBJECT:

Consideration of a Resolution Approving Written Request by the Madera High School, seeking City Council approval to cover the cost of Police and Public Works efforts in the amount of $3,234 in association with the Homecoming parade on October 4, 2019.

RECOMMENDATION:

Staff recommends the City Council (Council) adopt the attached resolution waiving the fees to cover the cost of Police and Public Works relating to the Madera High School (MHS) Homecoming Parade in the amount of $3,234.

SUMMARY:

MHS I will be holding its Homecoming Parade on Friday, October 4th from 10:30 am to 11:45 am. Historically, the Council has recognized this function as a community event and has covered the costs associated with traffic control and clean-up.

DISCUSSION:

Mr. Isaac Lopez, Director of Student Activities, has requested the City Council waive fees for a special event permit and is asking the council to cover the cost for Police and Public Works services associated with the event. Costs include traffic control (including barriers) and crowd control, as well as clean-up. Each department is prepared to provide these services at the direction of Council.

MHS will be required to obtain the appropriate encroachment permits for the use of City streets as part of the parade route.

As is City policy, insurance binders (Special Events Insurance) to transfer liability and property damage claims from the City to parade sponsors, are to be provided by MHS.

FINANCIAL IMPACT:

The cost of providing City services to assist with traffic control, crowd control, and cleanup is estimated as follows: $1,033 to pay for five officers and $600 for Public Works. These figures represent the cost of personnel's time that would be on duty already. MHS has also requested that the Police Department cover the cost of road barriers (Alert-O-Light), in the amount of $1,500. The MHS has also asked for a waiver of the $101 permit fee. The total amount that the MHS is petitioning Council for relief is $3,234.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 317: "Develop and encourage festival, gatherings, and events..."
Strategy 313: "Provide year-round programs fostering community pride..."

ALTERNATIVES:

Council can choose not to waive the fees and Madera High School would incur all costs associated with their homecoming parade. The expenses are anticipated to total $3,234.

ATTACHMENTS:

1. Resolution
2. Request letter received from Madera High School.

Attachment 1

Resolution

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA WAIVING THE FEES TO COVER COSTS OF POLICE AND PUBLIC WORKS FEES RELATING TO THE HOMECOMING PARADE FOR MADERA HIGH SCHOOL IN THE AMOUNT OF $3,234.00

WHEREAS, on August 16, 2019, the City received a request from Madera High School received a letter requesting TBD; and

WHEREAS, the Madera High School has planned and organized this community event annually and has provided citizens of Madera and neighboring areas a place to celebrate; and

WHEREAS, on September 18, 2019, the City Council of the City of Madera considered a request by Madera High School to waive the fees to cover costs relating to the Madera High School Homecoming Parade; and

WHEREAS, the City fees for Police and Public Works are $3,234.00; and

WHEREAS, the fees include TBD for traffic control measures by Alert-O-Light; and

WHEREAS, the City Council finds it is in the best interest of the City to approve the waiver of fees; and

WHEREAS, this request provides a public benefit to the community.

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 Council finds that the waiver of fees as set forth in this resolution serves a public purpose and is in the best interest and welfare of the City and its residents.

3. The City Council does hereby waive the City fees requested by Madera High School in the amount of $3,234.00 associated with the Madera High School Homecoming Parade.

4. This resolution is effective immediately upon adoption.

* * * * * * * *

Attachment 2

Request letter from Madera High School

MADERA UNIFIED SCHOOL DISTRICT

MADERA HIGH SCHOOL

"Home of the Coyotes"

COYOTES

August 16, 2019

Mayor Andrew J. Medellin and Members of the City Council,

Please consider this letter as our formal request to be placed on the agenda for your next meeting. The item for consideration is our annual Madera High School Homecoming Parade on Friday, October 04, 2019. Our parade has been a Madera tradition for the last 20 consecutive years that we wish to continue for the community.

Approximately 750 high school students and 150 elementary students will take part in the parade, which includes the band, choir, cheer, football teams, class and club floats. Furthermore, we invite elementary and junior high feeder schools to bring students to watch the parade. Last year we had over 800 students in attendance from our feeder programs.

We understand that an event of this magnitude will incur many costs for all parties involved. However, we kindly ask the City of Madera for their continued support with this event by waiving the permit, police, and public works fees that are associated with the MHS Homecoming parade. As in prior practice, we will notify residents and businesses of the parade route and road closures. Subsequently, we respectfully ask to continue the agreement that was made in 2006 whereas the City of Madera pay a sum *not* to exceed $1500 toward the cost of the rental and safety barricades unless otherwise noted, appropriated and approved by our city officials.

The Coyote family is looking forward to another spirited community event! Thank you for your consideration of this matter.

Respectfully,

Isaac A. Lopez
Director of Student Activities
675-4444 ext.1380
isaaclopez@maderausd.org

Robyn Cosgrove, Principal

200 South "L" Street, Madera, CA 93637 • (559)675-4444 • Fax (559)675-4531 • robyncosgrove@maderausd.org

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: September 18, 2019

Agenda Number: D-3

SUBJECT:

Discussion and Direction on the Madera Downtown Association's request for $15,000 to be applied towards the Crow Abatement Program

SUMMARY:

In the spirit of cooperation, on January 2, 2019 the City Council (Council) voted to contribute $10,000 towards a pilot crow hazing program to reduce the overwhelming number of nesting crows in downtown Madera. In addition to the City's contribution, the County of Madera also contributed $10,000, while the Madera Downtown Association (MDA) and the Downtown Parking District each contributed $5,000. Last season's efforts proved effective, evidenced by the significantly lower number of crows as the season progressed. With the autumn season approaching, the MDA is again taking the lead with the goal of commencing the crow abatement program earlier in the season. Given the success of last season's efforts, the MDA is requesting that the City contribute $15,000. If the MDA is successful in raising funds, the abatement season would begin on October 1, 2019 and run through April 15, 2020. It is projected that the total program would costs $31,500 for the approximately 25 block area.

ATTACHMENTS:

1. Letter for the Madera Downtown Association dated August 28, 2019

Madera DOWNTOWN Association

August 28, 2019

Mr. Arnoldo Rodriguez
City Manager
205 West 4th Street
Madera, CA 93637

Dear Arnoldo,

As you know, last year the Madera Downtown Association contracted with the firm Avian Solutions for a pilot program to humanely rid our downtown of the annual migration of crows and the mess they leave. With the help of the City and County of Madera the crows were completely eliminated from the targeted areas. However, this is not a "one and done" process as the crows and their offspring need to be trained to stay away. Over time, it will take less flights, but this year's schedule of 90 flights over the same target area will run $31,500. We are hoping the City and the County can contribute $15,000 each. As a Business Improvement District, we are bound to stay within the confines of the downtown area as defined by those of us who are self-assessed. BID money is supposed to be used for promotion, and this is really more of a maintenance issue. Putting in $10,000 last year caused us to operate in a deficit for the first time in our history. Considering our entire budget is $20,392 we cannot afford to contribute that amount again this year. We hope to take $1500 out of our parking district account to cover the remainder of the cost.

Avian Solutions has submitted a bid to include the Howard Road area for an additional $13,500. That is out of our sphere of influence, but thought we would pass it along if you are interested.

The results last year were nothing short of amazing. If we stop now, the crows will surely return. As a migratory bird, we will need to maintain hazing the crows with hawks next year until they and their offspring learn that the targeted area is not for them.

We would like to get on the council agenda as soon as possible to present this proposal. I hope we can count on you to help convince the City Council that this investment is well worth the benefit this brings to the health and aesthetics of our city.

Very truly yours,

Rochelle M. Noblett

Rochelle Minneti Noblett, Secretary

INTEGRATED AVIAN SOLUTIONS

Falconry-based Bird Abatement for Industry & Agriculture

California, Oregon, Washington

www.avian-solutions.com

845.532.5401

Bird Abatement Proposal

15 August 2019

PURCHASER
Madera Downtown Association / City of Madera / Madera County

PURCHASER'S REPRESENTATIVE
Steve Copland

Integrated Avian Solutions (Vendor), under contract with the Madera Downtown Association (Purchaser), successfully cleared roosting crows from an approximately 25-block area of downtown Madera, CA in the winter of 2018-19. Due to the project's success and the broad scope of the crow problem in Madera, we are proposing a continuation of the work next year. Our work has provided an effective solution to the long-standing crow problem in Madera's Business Improvement District (BID), and virtually eliminated unsightly crow droppings. However, crows will return each autumn to roost in downtown Madera. The need for comprehensive ongoing crow management is evident, and we are excited to help forge a long-term solution for Madera.

We are proposing a full-season program to start on 1 October 2019 and run through 15 April 2020. The Project Area depicted on Page 5 includes the BID, county and city buildings, police station and post office. This area hosts the highest crow densities and highest pedestrian traffic. Our proposal offers considerable value, in that we can service the entire project area for a 30% decrease from last year's rate. Efficiencies gleaned during our work last year allow us to provide our services to you at a reduced rate.

Our proposed Schedule of Services is outlined on Page 2. Services will be billed at $350 per day and total program costs will not exceed $31,500.

Thank you for the opportunity to present our proposal. We have enjoyed working with you and look forward to helping you keep your downtown clean again this year.

Sincerely,

Adam Baz
Project Manager
845.532.5401

Kort Clayton
Principal
971.217.0080

SCHEDULE OF SERVICES

Month	Shifts/week	Total shifts	Rate	Cost
Oct 1-14th	4	10	350	3,500
Oct 15-31st	3	8	350	2,800
November	3	13	350	4,550
December	3	13	350	4,550
January	3	14	350	4,900
February	3	12	350	4,200
March	3	13	350	4,550
April	3	7	350	2,450
				$31,500

SCOPE OF WORK

EXISTING SITUATION

From approximately October through April, impressive numbers of American crows gather to roost in downtown Madera. They come from the surrounding agricultural areas and residential neighborhoods to begin assembling just before sunset. The birds eventually settle in to roost in street trees and on power lines, and during the course of the night leave an unsightly and unhygienic mess on the sidewalks, benches, restaurant tables, lamp posts, parked vehicles, and everything else beneath them. Pressure washing can be cost-prohibitive and does not address the root of the problem.

Crows have roosted in downtown Madera during winter months for decades. However, the population has escalated in recent years to levels that are now deemed problematic by much of the affected business community. Local businesses have filed complaints with the Downtown Association and City. Past efforts made by the City and Sheriff's Department–including shooting crows and amplifying predator calls–have been ineffective and inhumane.

At the request of the Madera Downtown Association and Chamber of Commerce, we initiated a partial-season of falconry-based crow control on 5 December 2018, covering 25 blocks in historic downtown Madera. We typically suggest beginning crow management projects on October 1st, however we did not begin discussions with the Purchaser until November. Upon arrival we found high numbers of crows roosting throughout the BID, with notable groups on the roof of Madera Government Center and La Quinta Inn, on the power lines and traffic signal poles at Gateway Dr and 4th St, and throughout the street trees along Yosemite Ave and 6th St. Within weeks of launching the program the crows were absent from the project area, and have remained at bay. In mid-January we expanded the project pro bono to include the police station and post office, to address a group of crows roosting there.

Businesses within the BID have been exceptionally pleased with the results, and we are confident that our program offers Madera the most effective, humane, and cost-efficient solution available to address your crow problem. We are the only company to have successfully implemented a crow abatement project of this scale, and we look forward to bringing our experience and knowledge to further resolve your crow problem in Madera.

BIRD CONTROL PROCESS

Bird abatement is accomplished through hazing, which is any number of methods used to intimidate and displace pest birds. Conventional hazing tools such as amplified predator calls, reflective mylar strips, raptor decoys, propane canons, and pyrotechnic noisemakers only yield temporary results because they quickly lose effectiveness as pest birds become acclimated.

We use a falconry-based hazing program. This method works, and because birds have an intrinsic fear of raptors, efficacy does not diminish. The sight of a hawk or falcon flying with purpose always compels birds to abandon what they are doing and flee the area. Birds never become habituated to the threat posed by a live, free-flying raptor.

Our abatement team will include two to three licensed falconers with Harris's hawks. The team will strategically clear the project area by "sweeping" crows from primary roosting corridors. Specifically, a

falconer will walk along a street occupied by crows and their hawk will fly from perch to perch (including trees, signs, buildings, and the falconer's glove). This approach will elicit a strong antipredator response from the crows, which will retreat as the hawk approaches. The crows will quickly learn that the project area is no longer a comfortable or safe place for them to loiter or roost.

Falconers will work both independently and in coordination to efficiently clear the entire project area during each shift. Our team will adapt tactics to achieve maximum impact each night. For example, each falconer may work separate areas with their hawks, or we may work together by deploying multiple hawks in the same area. We will coordinate between falconers and execute flanking maneuvers to steer retreating crows outside of the project area.

PROJECT DESCRIPTION

A. Vendor shall furnish the labor and falconry-trained raptors to assist in the abatement of roosting crows within the project area. Vendor is well experienced in bird abatement and possesses the relevant licenses and permit. All raptors used will be legally allowed for bird abatement.

B. Services will commence with written notice-to-proceed. Services may also be extended by mutual agreement.

C. Services will include mobilization/demobilization to and from the project area, assessment and observation of pest birds, free flying of raptors, raptor feeding and maintenance, equipment maintenance, and tracking of wayward or lost raptors if required. Raptors are the primary method of bird abatement, but our falconers may use other tools such as noisemakers and visual deterrents (e.g., tree tappers, laser pointers, whistles, etc.).

D. Abatement activities will begin around sunset when crows are staging to roost. Shifts will end once crows have retreated from the project area.

E. Vendor and Vendor's falconers are independent contractors and are not employees of Purchaser.

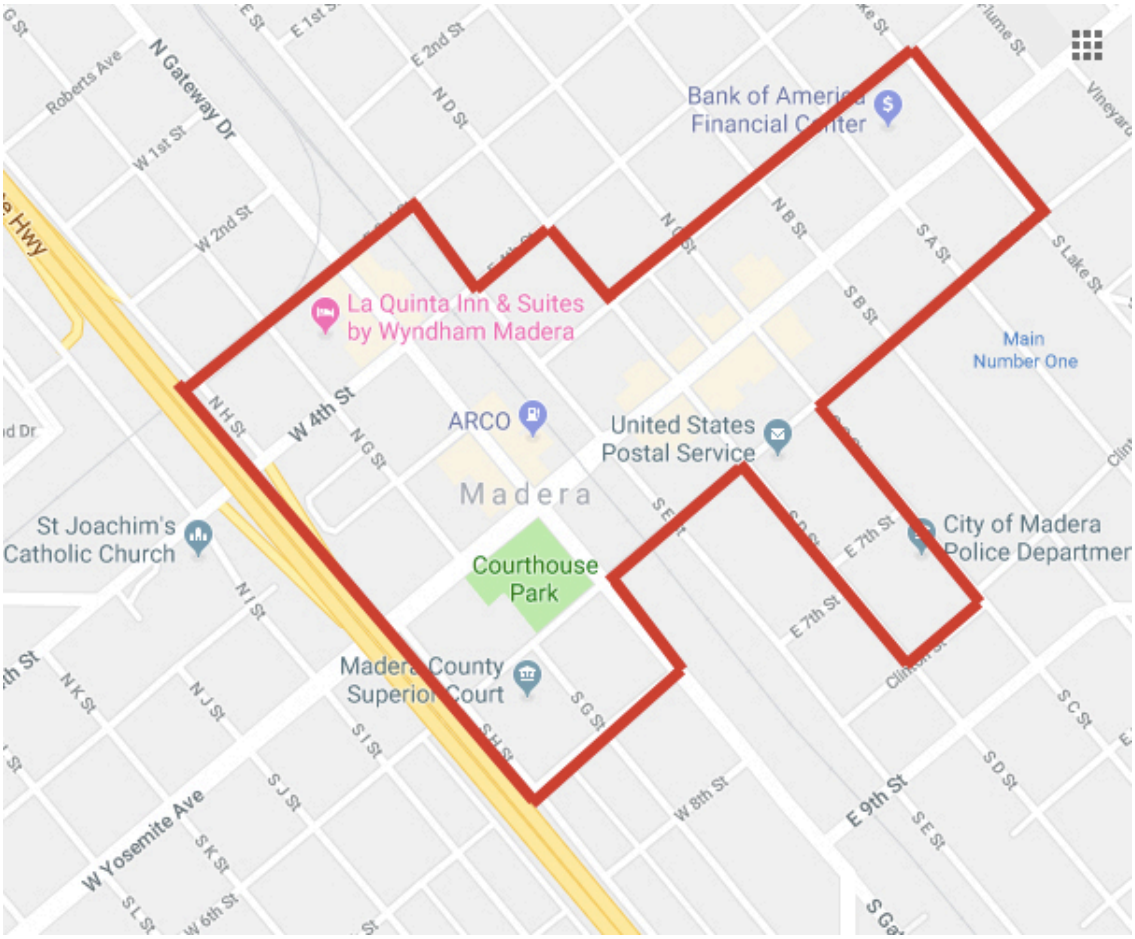
F. Purchaser shall assist Vendor in properly advertising the project and notifying relevant stakeholders (e.g., Police Department, City officials, local businesses, etc.) of the proposed activities.

G. Vendor shall submit monthly invoices to Purchaser. Payment terms are Net 15. Invoices remaining unpaid beyond thirty (30) days may be subject to service charge of 5% per annum.

H. This Proposal is confidential and contains proprietary information and intellectual property of Vendor. The rates, schedule, scope-of-work or other elements may not be disclosed to anyone outside this agreement without the express written permission of Vendor.

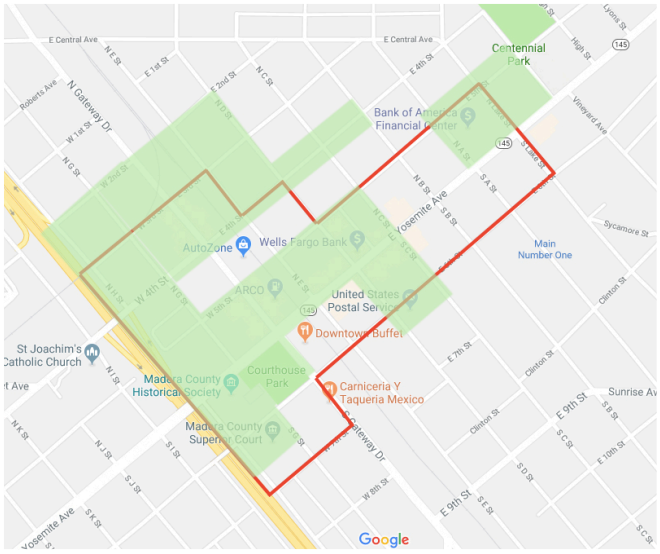
I. This agreement incorporates Vendor's standard Terms and Conditions (available upon request).

PROJECT AREA MAP

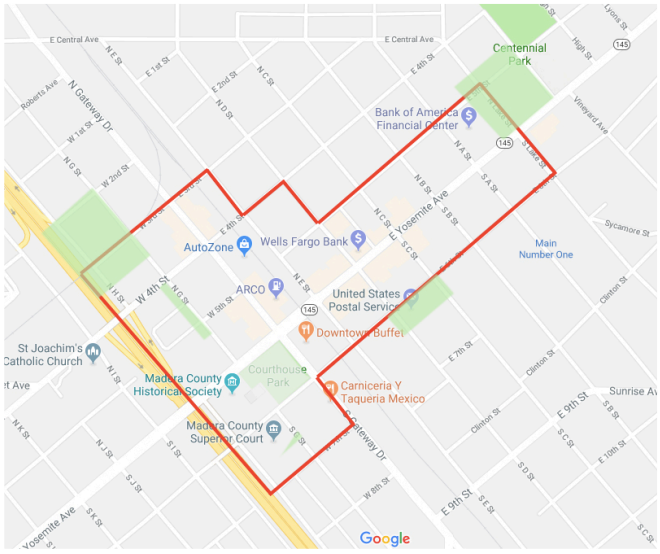


DEMONSTRATION OF RESULTS

The following images provide a before-and-after look at the crow situation during our work in Madera. The “Before” image is from December 2018, when the project began. The “After” image is from February 2019, part way through our hazing efforts. The shaded green represents areas of crow activity, and the red line delineates the current project area.



BEFORE



AFTER

ABOUT US

Integrated Avian Solutions is a network of talented falconers, experienced wildlife biologists, and passionate bird management professionals. We take a long and comprehensive view of every new opportunity and bring all our faculties and resources to bear with the singular goal of solving your bird problem. Our company is unique in that it is run and managed by falconers who also hold graduate degrees in wildlife biology. Thus, we offer a deep and unparalleled understanding of avian biology, which is invaluable for managing nuisance bird problems. Falconry is the foundation of our business and the most powerful bird management tool on the market. When everything else falls short, pest birds will not ignore the threat posed by a free-flying falcon or hawk. Our falconry programs are turn-key, natural, non-lethal, and sustainable.

Kort Clayton (Principal) is a Master Falconer with 25 years of experience. He has delivered and managed bird abatement services for a broad spectrum of clients, including vineyards, berry farms, solid waste, commercial real estate, and heavy industry. Kort holds an M.Sc. in Wildlife Biology and is well versed in both state and federal wildlife regulations from his 15 years of environmental consulting experience. He was a former Director and President of the Oregon Falconers Association.

Adam Baz (Project Manager) is a licensed falconer and holds an M.Sc. in Avian Biology from Portland State University. He has worked as a wildlife biologist for over 10 years throughout California and Oregon, focusing on birds and human-wildlife conflicts. He delivers abatement services and manages contracts throughout central and southern California.

INTEGRATED AVIAN SOLUTIONS

Falconry-based Bird Abatement for Industry & Agriculture

California, Oregon, Washington

www.avian-solutions.com

845.532.5401

Bird Abatement Proposal

24 April 2019

PURCHASER
Madera Downtown Association

PURCHASER'S REPRESENTATIVE
Steve Copland

Integrated Avian Solutions (Vendor), under contract with the Madera Downtown Association (Purchaser), successfully cleared roosting crows from an approximately 25-block area of downtown Madera, CA in the winter of 2018-19. Due to the project's success and the broad scope of the crow problem in Madera, we are proposing a continuation of the work next year, with the option of an expanded project area. Our work has provided an effective solution to the long-standing crow problem in Madera's Business Improvement District (BID), and virtually eliminated unsightly crow droppings. However, crows remain a concern for many businesses outside of the BID, particularly along the Howard Road corridor. The need for comprehensive ongoing crow management is evident, and we are excited to help forge a long-term solution for Madera.

We are proposing a full-season program to start on 1 October 2019 and run through 15 April 2020. We offer two options for the project: Option 1) Maintain the current project area, which includes the BID, county and city buildings, police station and post office. This area hosts the highest crow densities. Option 2) Expand the project area to include the locations described above, as well as the commercial district along Howard Road, including the Walgreens, Save Mart, Starbucks, Citizens Bank and more (see map on Page 5). Both options offer considerable value, in that we can maintain the current project area (Option 1) for a 30% decrease from last year's rate, or double the project area (Option 2) at no additional cost. Efficiencies gleaned during our work last year allow us to provide our services to you at a reduced rate.

Our proposed Schedule of Services is outlined on Page 2, along with maps of the project areas on Page 5. Services will be billed at $350 per day (Option 1) or $500 per day (Option 2), and total program costs will not exceed $31,500 or $45,000, respectively.

Thank you for the opportunity to present our proposal. We have enjoyed working with you and look forward to helping you keep your downtown clean again next year.

Sincerely,

Adam Baz
Project Manager
845.532.5401

Kort Clayton
Principal
971.217.0080

SCHEDULE OF SERVICES

OPTION 1 – Continuation of current project area

Month	Shifts/week	Total shifts	Rate	Cost
Oct 1-14th	4	10	350	3,500
Oct 15-31st	3	8	350	2,800
November	3	13	350	4,550
December	3	13	350	4,550
January	3	14	350	4,900
February	3	12	350	4,200
March	3	13	350	4,550
April	3	7	350	2,450
				$31,500

OPTION 2 – Expand to include Howard Road district

Month	Shifts/week	Total shifts	Rate	Cost
Oct 1-14th	4	10	500	5,000
Oct 15-31st	3	8	500	4,000
November	3	13	500	6,500
December	3	13	500	6,500
January	3	14	500	7,000
February	3	12	500	6,000
March	3	13	500	6,500
April	3	7	500	3,500
				$45,000