REGULAR MEETING
OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, September 19, 2018
6:00 p.m.

Council Chambers
City Hall

CALL TO ORDER

ROLL CALL: **Mayor Andrew J. Medellin**
Mayor Pro Tem Jose Rodriguez, District 2
Council Member Cece 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

INVOCATION: Pastor Tim McGraw, Yosemite Christian Center

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENT:

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

PRESENTATIONS

1. Madera Noon Rotary Presentation of a Mini Grant to City of Madera
2. Proclamation Recognizing Old Timers' Week

INTRODUCTIONS There are no introductions.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

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

B-2 Warrant Disbursement Report 8/29/18 – 9/10/18 (Report by Tim Przybyla)

B-3 Consideration of a Resolution Approving a Lease Agreement and Memorandum of Lease with AT&T Wireless for Antenna Space on the Madera Loy E Cook Water Tower and for an Equipment Pad Location on the Grounds Below the Water Tower and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mark Souders)

B-4 Consideration of a Resolution Approving the Award of Contract for Madera Transit Center City Project No. Trans-1, in the Amount of $3,838,500 to BMY Construction Group, Inc., Authorizing Construction Contingencies of Up to 10%, Construction Inspection and Management of Up to 10%, and Authorizing the Mayor to Execute the Contract on Behalf of the City; and

Consideration of a Resolution Approving a Contract with Krazan & Associates, Inc., for On-Demand Testing Services not to Exceed $25,000 for the Madera Transit Center City Project No. Trans-1, and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Keith Helmuth)

B-5 Consideration of a Resolution Approving the Award of Contract for Fire Station No. 58 Fire Station Construction Northwest City Project No. FD-00002 in the Amount of $6,568,364.60 to Davis Moreno Construction, Inc., Authorizing Construction Contingencies of Up to 10% and Construction Inspection and Management of Up to 5%, and Authorizing the Mayor to Execute the Contract on Behalf of the City; and

Consideration of a Resolution Approving a Contract with Moore Twining Associates, Inc., for On-Demand Testing Services not to Exceed $35,000 for Fire Station No. 58 Fire Station Construction Northwest City Project No. FD-00002, and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Keith Helmuth)

B-6 Consideration of a Resolution Authorizing Participation in the State Interagency Intercept Collections Program and Authorizing the Mayor to Execute the Intent to Participate and Any and All Documents Necessary to Facilitate Participation in the Program (Report by Brent Richardson)

B-7 Consideration of a Minute Order Acceptance of the Construction of Well – 27 Pipeline Outfall Extension Southwest Corner of Almond Ave. & Pine St. City Project No. W 17-03 (Report by Keith Helmuth)

B-8 Consideration of a Resolution Approving a Master Agreement with California Surveying and Drafting Supply, Inc. for Virtual Surveying Network Services for Surveying Various City Projects, and Authorizing the Mayor to Execute the Master Agreement (Report by Keith Helmuth)

B-9 Consideration of a Resolution Approving an Agreement with the Fresno-Madera Area Agency on Aging (FMAAA) for Fiscal Year 2018-19 for **Site Management** and Authorizing the Mayor to Execute the Agreement on Behalf of the City and Rescinding Resolution No. 18-132; and

Consideration of a Resolution Approving an Agreement with the Fresno-Madera Area Agency on Aging (FMAAA) for Fiscal Year 2018-19 for the **Transportation Program** and Authorizing the Mayor to Execute the Agreement on Behalf of the City and Rescinding Resolution No. 18-133 (Report by Mary Anne Seay)

B-10 Consideration of a Resolution Approving a Deed Granting a Public Utility Easement at the Madera Transit Facility, Located on Parcel 11, Freedom Industrial Park Subdivision, Authorizing the Mayor to Execute the Deed, Accepting the Public Utility Easement on Behalf of the City and Authorizing the City Clerk to Execute a Certificate of Acceptance (Report by Keith Helmuth)

B-11 Consideration of a Written Request by the Madera High School Seeking Council Approval to Waive Permit Fees and Cover the Cost of Police and Public Works Efforts in Association with Their Homecoming Parade and Request for the City to Pay $1,500 towards the Rental of Barricades (Report by Dan Foss)

B-12 Consideration of a Written Request by the Madera South High School Seeking Council Approval to Waive Permit Fees and Cover the Cost of Police and Public Works Efforts in Association with their Homecoming Parade and Request for the City to Pay $1,200 Towards the Rental of Barricades (Report by Dan Foss)

B-13 Consideration of a Resolution Naming the Youth Leadership Institute as the Youth-Serving Organization as Called Out in the City Ordinance Pertaining to the City-Wide Madera Youth Commission (Report by Mary Anne Seay)

B-14 Consideration of Resolution Approving an Agreement between the Union Pacific Railroad Company and the City of Madera for Crossing Improvements at Pine Street, DOT # 760993J, and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

B-15 Consideration of Resolution Approving an Agreement between the Union Pacific Railroad Company and the City of Madera for Crossing Improvements at N. Gateway Drive, DOT # 760983D, and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

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

C-1 Public Hearing and Consideration of Introduction of an Ordinance Rezoning Four Parcels Located in Proximity to the Intersection of North C Street and East 5th Street (121, 125, 200 and 204 North C Street) from the PF (Public Facilities) and the C1 (Light Commercial) Zone Districts to the PD-1500 (Planned Development) Zone District; and

Consideration of Adoption of a Resolution Amending the General Plan Land Use Map for Four Parcels Located in Proximity to the Intersection of North C Street and East 5th Street (121, 125, 200 and 204 North C Street), Changing the General Plan Land Use Designations from the P&SP (Public and Semi-Public) and C (Commercial) to the HD (High Density) Land Use Designation (APNs: 007-082-004 and 005, 007-112-014 and 015) (Report by Chris Boyle)

C-2 Public Hearing and Consideration of a Resolution Approving the 2017/2018 Community Development Block Grant Consolidated Annual Performance and Evaluation Report and Financial Summary (Report by Ivette Iraheta)

C-3 Consideration of:

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

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

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

There are no items for this section.

F. COUNCIL REPORTS

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

G-2 Conference with Legal Counsel – Pending Litigation pursuant to Government Code §54956.9(d)(1) - 3 cases: Sean Plymale WCAB No. ADJ11377698, William Spears WCAB No. ADJ10756443, Jerry Smith WCAB No. ADJ10567884

G-3 Conference with Labor Negotiators Pursuant to Government Code §54957.6

Agency Designated Representatives: Steve Frazier, Wendy Silva

Unrepresented Positions:
City Clerk, City Administrator/City Manager, City Attorney, Planning Manager, Director of Community Development, Police Chief, Grant Administrator, City Engineer, Information Services Manager, Director of Parks & Community Services, Chief Building Official, Director of Financial Services, Public Works Operations Director and Director of Human Resources

G-4 PUBLIC EMPLOYEE APPOINTMENT – Pursuant to Government Code Section 54957(b)(1)

Title: City Manager

G-5 Closed Session Report – City Attorney

ADJOURNMENT – Next regular meeting October 3, 2018

[continued on next page]

- 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, Sonia Alvarez, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the regular meeting of the Madera City Council for September 19, 2018, near the front entrances of City Hall at 5:00 p.m. on September 13, 2018.

Sonia Alvarez

Sonia Alvarez, City Clerk

Return to Agenda

Madera City Council Agenda 09/19/18
Agenda Item B-1

There are no minutes for consideration.

Return to Agenda

City of Madera

Council Meeting Of September 19, 2018
Agenda Item No. B-2

Memorandum To: The Honorable Mayor,
City Council and City Administrator

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 09/19/2018

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

August 29th, 2018 to September 10th, 2018

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

General Warrant:	19099 - 19225	$	1,545,674.90
Wire Transfer	Union Bank Payroll and Taxes	$	626,077.87
Wire Transfer	SDI	$	2,240.72
Wire Transfer	Cal Pers	$	366,877.89

Respectfully submitted,

Tim Przybyla
Financial Services Director

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
September 17th, 2018

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
19099	08/31/2018	A-C ELECTRIC COMPANY	SCADA PROGRAMMING - WWTP	1,030.00
19100	08/31/2018	ACRO SERVICE CORPORATION	TEMP CONSTRUCTION MANAGER-W R BELL & S ROBERSON 8/19/18	6,692.00
19101	08/31/2018	NISHIMOTO, RUTH	REIMBURSEMENT FOR STRAY CAT SPAY	45.00
19102	08/31/2018	AT&T	08/18 CALNET 3 SERVICES	2,076.50
19103	08/31/2018	CALIFORNIA DEPARTMENT OF JUSTICE	DOJ NEW HIRES FINGERPRINTS & BLOOD ALCOHOL TEST JUL 2018	1,980.00
19104	08/31/2018	CALIFORNIA SURVEYING AND DRAFTING SUPPLY	OFFICE SUPPLIES	63.58
19105	08/31/2018	CENTRAL CAL COMMUNICATIONS	CABLE & JACKS INSTALLATIONS AT PD	2,467.92
19106	08/31/2018	CHIARAMONTE, GIACHINO	PER DIEM - FBIAA STATE CONFERENCE	224.00
19107	08/31/2018	CHURCH, MARY	PER DIEM - ASSOC OF CA AIRPORT FALL CONF	176.00
19108	08/31/2018	CITY OF MADERA	UB MISAPPLIED PMT - POST TO BL #20042	48.00
19109	08/31/2018	COMCAST	08/14- 09/21 SVS 8155500320092096	219.56
19110	08/31/2018	COMMUNITY MEDICAL CENTER	JUL 2018 LEGAL BLOOD DRAWS	175.00
19111	08/31/2018	COOK, DANIEL	PER DIEM - CALBO CTI EDUCATION	146.00
19112	08/31/2018	CREATIVE COPY	EVIDENCE CARDS & ENVELOPES	117.43
19113	08/31/2018	DER MANOUEL INSURANCE & FINANCIAL SVCS	BROKER FEES JAN - JUN 2018	9,227.49
19114	08/31/2018	ESPINOZA SEWER SERVICE	PORTABLE TOILET SERVICE	50.00
19115	08/31/2018	ESTEVES, BRIAN	PER DIEM - FBIAA STATE CONFERENCE	224.00
19116	08/31/2018	EVERGREEN LAWN CARE & MAINTENANCE, INC.	GRP 1-3 MEDIAN & NON-MEDIAN MAINTENANCE MAY-AUG 2018	42,239.35
19117	08/31/2018	FEDERAL EXPRESS	OVERNIGHT SHIPPINGS	138.16
19118	08/31/2018	FRESNO MADERA AREA AGENCY ON AGING	04/18 & 07/18 UNSERVED MEALS	77.48
19119	08/31/2018	FRESNO REPROGRAPHICS	TRANS-1 MADERA TRANSIT OP: SF B&W COPY/DIGITAL BOND/BINDERY	833.47
19120	08/31/2018	GONZALEZ, FELIX	PER DIEM - SLI SESSION #5	224.00
19121	08/31/2018	KER'S GAS & LUBE, INC.	JUNE 2018 PD CAR WASHES	311.50
19122	08/31/2018	LAW & ASSOCIATES	EMPLOYMENT BACKGROUND CHECK	1,750.00
19123	08/31/2018	LAWSON, DINO	PER DIEM - FBIAA STATE CONFERENCE	224.00
19124	08/31/2018	LEHR AUTO ELECTRIC	Chevy Tahoe PD up-fit parts and Shipping Charges & Interceptor Up-fit	26,349.13
19125	08/31/2018	LINCOLN AQUATICS INC.	CHLORINE FOR POOL	1,295.43
19126	08/31/2018	LINCOLN FINANCIAL	LIFE AND LTD SEPTEMBER 2018	8,429.30
19127	08/31/2018	LSA ASSOCIATES, INC	VILLAGE D-EIR JULY 2018	280.00
19128	08/31/2018	MADERA COUNTY AUDITOR	4TH QTR FY 17/18 SALE & USE TAX	49,456.60
19129	08/31/2018	MADERA TRIBUNE	TRANS - 01 CITY PROJECT, 1595-ADVERTISEMENT, FIRE STATION #58 CONS	2,392.00
19130	08/31/2018	MADERA UNIFORM & ACCESSORIES	STRYKE MOTOR BREECH & BOOT LUG SOLE FOR S ROBERTS & T BURNS	1,547.95
19131	08/31/2018	MOORE & ASSOCIATES	SERVICES FOR RFP - DAR/MAX	700.00
19132	08/31/2018	MUNISERVICES, LLC	SUTA SVS ENDING QTR MAR 2018, DISTRICT TAX-ENDING QTR MAR 2018	1,695.33
19133	08/31/2018	OCHOA, ROUNEL	TUITION REIMBURSEMENT	519.00
19134	08/31/2018	KAUR, SHUB	TURF REPLACEMENT REBATE (18-03)	2,000.00
19135	08/31/2018	PACIFIC GAS & ELECTRIC	06/18 SVS AND NEM CHARGES	638,800.79
19136	08/31/2018	PACIFIC GAS & ELECTRIC	07/18 & 08/18 SERVICES	45,442.26
19137	08/31/2018	ALTAREB, WALID	REFUND - REGISTERED FOR WRONG SPORT	350.00
19138	08/31/2018	ARMIENTO-RUZ, VERONICA	PARK DEPOSIT REFUND - MSR PAVILION	50.00
19139	08/31/2018	GARCIA, MAYRA	PARK DEPOSIT REFUND - ROTARY	50.00
19140	08/31/2018	LOPEZ, MARICELLA	PARK DEPOSIT REFUND - POOL	100.00
19141	08/31/2018	MELGOZA, YVONNE	PARK DEPOSIT REFUND - POOL	100.00
19142	08/31/2018	SARABIA, SABRINA	PARK DEPOSIT REFUND - ROTARY	50.00
19143	08/31/2018	PHOENIX GROUP INFO SYS	CITATIONS FOR JULY 2018	370.70
19144	08/31/2018	PIERCE CONSTRUCTION	Remove and Replace damaged Asphalt	5,661.30
19145	08/31/2018	POLYDYNE INC.	BIOSOLIDS/SLUDGE DEWATERING	5,328.07
19146	08/31/2018	PROFORCE	TASERS FOR PD	13,087.96
19147	08/31/2018	PROVOST & PRITCHARD CONSULTING GROUP	GROUNDWATER MONITORING	349.50
19148	08/31/2018	QUALLS, MARK	PER DIEM - CALBO CTI EDUCATION	146.00
19149	08/31/2018	RAFTELIS FINANCIAL CONSULTANTS, INC.	Consulting Services July 2018	225.00
19150	08/31/2018	RON'S TOWING & ROAD SERVICE	TOWING FEES FROM LAKE ST TO PW YARD	45.00
19151	08/31/2018	SEBASTIAN	SERVER REPAIR & INSTALL-INTERMODAL FAC	1,290.87
19152	08/31/2018	SYMBOL ARTS	BADGE	64.00
19153	08/31/2018	TESEI PETROLEUM, INC.	FUEL 7/22-7/31 & 8/1-8/20	2,730.33
19154	08/31/2018	THE ARC FRESNO	CITY CAN ORDERS MARCH & APRIL 2018	5,670.71
19155	08/31/2018	DP TRADING	CITY LOGO LAPEL PINS	1,085.00
19156	08/31/2018	BERKE WENDELL	Utility Billing Credit Refund	777.97
19157	08/31/2018	BLOCK ANGELA	Utility Billing Credit Refund	354.26
19158	08/31/2018	BRAGA DENNIS P	Utility Billing Credit Refund	159.83
19159	08/31/2018	CHAVIRA DAVID AND FRANCES	Utility Billing Credit Refund	184.87
19160	08/31/2018	GONZALEZ CECILIA OR CITY OF MADERA	Utility Billing Credit Refund	173.72
19161	08/31/2018	GORDILLO ISAIAS	Utility Billing Credit Refund	38.22
19162	08/31/2018	JIMENEZ SANDRA	Utility Billing Credit Refund	39.21
19163	08/31/2018	ORNELAS DAVID J OR CITY OF MADERA	Utility Billing Credit Refund	151.85
19164	08/31/2018	REGALADO ROXANNA MARGARITA	Utility Billing Credit Refund	82.96
19165	08/31/2018	SAINI RAVINDRASINH AND RAJVIRKAUR OR CITY OF MADER	Utility Billing Credit Refund	151.04
19166	08/31/2018	SANDHU MANJIT	Utility Billing Credit Refund	176.08
19167	08/31/2018	SILVER DIAMOND LP C/O MADERA MANAGEMENT COMPANY IN	Utility Billing Deposit Refund	201.62
19168	08/31/2018	TAPIA ANYSSA OR CITY OF MADERA	Utility Billing Credit Refund	138.58
19169	08/31/2018	VARGAS HELEN	Utility Billing Credit Refund	183.31
19170	08/31/2018	WHITE HAWK PROPERTIES A CA CORPORATION	Utility Billing Credit Refund	177.06

19171	08/31/2018	UNITED RENTALS, INC	Misc Equipment rental- Sweeper 8/8-9/5	10,926.76
19172	08/31/2018	US BANK CORPORATE PAYMENT SYSTEMS	06/18 & 07/18 CAL-CARD CHARGES	141,418.44
19173	08/31/2018	VORTEX INDUSTRIES, INC.	REPAIRS TO ROLLING STEEL DOOR - WWTP	713.00
19174	08/31/2018	ZAK'S	SECURITY SERVICES	630.00
19175	09/07/2018	ACRO SERVICE CORPORATION	TEMPORARY DRAFTER, STEVE ROBERSON 8/26/18	1,170.00
19176	09/07/2018	ACRO SERVICE CORPORATION	TEMPORARY CONST MANAGER-WILLIAM R BELL 8/26/18	2,720.00
19177	09/07/2018	ADAMS, MARK	PER DIEM - COPS WEST TRAINING EXPO	208.00
19178	09/07/2018	ADMINISTRATIVE SOLUTIONS INC.	MEDICAL & CHILD CARE EXPENSE ACCT 09/07/18 PAYROLL	1,274.21
19179	09/07/2018	AKEL ENGINEERING GROUP, INC.	SEWER & WATER CONDITION ASSESSMENT	12,058.99
19180	09/07/2018	AMERICAN LEGAL PUBLISHING CORPORATION	MUNICIPAL CODE S-43 SUPPLEMENT PAGES & UPDATES ONLINE	789.59
19181	09/07/2018	THIRKETTLE CORPORATION	S 50 Base Station Transceiver for Water Tower	10,148.44
19182	09/07/2018	AT&T	08/18 CALNET 3 SVS	746.70
19183	09/07/2018	BANK OF NEW YORK MELLON	WIRE PROCESSING FEE FY 17/18	208.40
19184	09/07/2018	MASTER STORAGE MADERA LLC	CHARGED 2X FIRE DPT IMPACT FEE FOR PRMT #20181750	330.80
19185	09/07/2018	BLUE SHIELD OF CALIFORNIA	CITY PAID BLUE SHIELD SEP 2018	267,604.34
19186	09/07/2018	GVP VENTURES INC.	Executive Recruitment for City Manager	8,737.53
19187	09/07/2018	BROOKS, ERIC	PER DIEM - TRI STATE SEMINAR	272.00
19188	09/07/2018	BSK ASSOCIATES	WATER SAMPLES & QUARTERLY WATER SAMPLES APR-JUN 2018	5,349.00
19189	09/07/2018	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 09/07/18 PAYROLL	2,319.65
19190	09/07/2018	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE/REPAIRS - CITY HALL/BERGON SENIOR CENTER/PD 7	1,526.48
19191	09/07/2018	CANON FINANCIAL SERVICES	08/18 CONTRACT CHARGES 3091/7-15-70-23	3,886.98
19192	09/07/2018	CITY OF MADERA	TOILETS REBATE APPLY TO ACCT 9909407	100.00
19193	09/07/2018	CITY OF MADERA	TOILETS/INSTALLATION REBATE APPLY TO ACCT 9916834	200.00
19194	09/07/2018	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 09/07/2018 PAYROLL	977.49
19195	09/07/2018	DATAPROSE, LLC	AUGUST 2018 STATEMENTS/ NEWSLETTERS/ 48HR NOTICES	9,670.02
19196	09/07/2018	DIAMOND COMMUNICATIONS	FIRE ALARM INSPECTION - PAN AM CENTER & SEWER LIFT STATION SEP 20	672.50
19197	09/07/2018	KILNER'S, INC.	CHAIR - PD DEPT	348.86
19198	09/07/2018	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 08/16/18-08/31/18	10,406.25
19199	09/07/2018	GARCIA, OSCAR	PER DIEM - AWE WATER TREATMENT O&M	208.00
19200	09/07/2018	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING SVS	19.56
19201	09/07/2018	MADERA COUNTY TREASURER	JULY 2018 PARKING PENALTIES	117.00
19202	09/07/2018	MADERA TRIBUNE	ANNUAL SUBSCRIPTION	49.00
19203	09/07/2018	MENDOZA, MARTIN	PER DIEM - DISTRIBUTION CERTIFICATION REVIEW	118.00
19204	09/07/2018	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 09/07/2018 PAYROLL	2,123.62
19205	09/07/2018	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 09/07/2018 PAYROLL	9,423.02
19206	09/07/2018	GOMEZ, EVERADO	TURF REPLACEMENT REBATE (18-07)	2,729.00
19207	09/07/2018	SEVILLA LOPEZ, MIRIAM	TURF REPLACEMENT REBATE (18-08)	468.00
19208	09/07/2018	OVERLAND, PACIFIC & CUTLER LLC	Relocation Consulting Svs-Proj #R-000010	977.50
19209	09/07/2018	PACIFIC GAS & ELECTRIC	08/18 PG&E SVS	20,553.03
19210	09/07/2018	PACIFIC GAS & ELECTRIC	SVS FOR NEW FIRE STATION #58-CONT #50002062	57,951.97
19211	09/07/2018	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE - PARKS	167.79
19212	09/07/2018	RONALD J. MANFREDI	BILLING #5 - CONSULTING SERVICES	2,500.00
19213	09/07/2018	SAN RAMON MARRIOTT	HOTEL STAY FOR CALBO CTI EDUCATION TRAINING 9/11	658.87
19214	09/07/2018	SAN RAMON MARRIOTT	HOTEL STAY - CALBO CTI EDUCATION TRAINING	726.79
19215	09/07/2018	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES SEP 2018	13,121.31
19216	09/07/2018	SOLIS, OSCAR	PER DIEM - AWE WATER TREATMENT O&M	208.00
19217	09/07/2018	STANTEC ARCHITECTURE INC.	PROFESSIONAL ARCHITECTURAL & ENG-PROJ #TRANS-01	1,847.51
19218	09/07/2018	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 09/07/18 PAYROLL	935.71
19219	09/07/2018	SYNAGRO WEST, INC.	BIOSOLIDS DISPOSAL SERVICES, NO. 1 JULY 2018	9,825.31
19220	09/07/2018	THYSSENKRUPP ELEVATOR CORPORATION	YOUTH CENTER ELEVATOR SVS	258.96
19221	09/07/2018	UNITED MUNICIPAL SECURITY	CD CHARGES 8/22/18	492.67
19222	09/07/2018	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 09/07/18 PAYROLL	24,548.80
19223	09/07/2018	VILLA GARDENING SERVICE INC	AUG 2018 ACCORNERO PARK LAWN SVS	275.00
19224	09/07/2018	WECO INDUSTRIES, INC.	3/4" & 1" switcher nozzles	10,350.80
19225	09/07/2018	WILLIAMS, RANDALL	PER DIEM - COPS WEST TRAINING EXPO	192.00
			Bank # 1 - Union Bank General Account Total	1,545,674.90

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

Steve Fransen

City Administrator

Council Meeting of: Sept 19th, 2018

Agenda Number: B-3

SUBJECT:

CONSIDERATION OF A RESOLUTION APPROVING A LEASE AGREEMENT AND MEMORANDUM OF LEASE WITH AT&T WIRELESS FOR ANTENNA SPACE ON THE MADERA LOY E COOK WATER TOWER AND FOR AN EQUIPMENT PAD LOCATION ON THE GROUNDS BELOW THE WATERTOWER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

RECOMMENDATION:

Staff recommends Council adopt the resolution approving a lease agreement and memorandum of lease between the City and AT&T Wireless for Antenna Space and Equipment Pad on and below the Madera Loy E Cook water tower. Staff further recommends that Council authorize the Mayor to execute the Lease Agreement and Memorandum of Lease on behalf of the City.

SUMMARY:

AT&T Wireless proposes to increase their cover area in Madera by leasing antenna space on the Madera Loy E Cook water tower and some adjacent ground space for an equipment location on the west side of the lift station. The AT&T Wireless coverage area would be greatly enhanced for AT&T Customers in and around the center of Madera. This would provide a monthly compensation to the City of Madera of $1600, with an annual escalator of 2.5%; for a total of $655,000 over the next 25 years.

DISCUSSION:

It has been noted by many Madera citizens that AT&T Wireless has lackluster to nonexistent coverage in the center of Madera. AT&T Wireless would like to resolve their service issues by

mounting cellular antennas on the water tower at 716 Columbia St, Madera, and lease an adjacent ground location for equipment on the west side of the lift station.

Exhibit 1/6 details the current AT&T wireless coverage area and exhibit 2/6 details the expected new expanded coverage. Exhibit 3/6 shows the visual impact of adding the sector antennas to the water tower. Exhibits 4/6, 5/6, and 6/6 show the detail drawings and specifications of the project.

AT&T will use the land to the south-west of the lift station for an equipment cabinet and small generator. This small section has been a problematic maintenance area for park maintenance in the past and has been recommended to have all vegetation removed regardless of the agreement. AT&T will make use of this mostly unusable space.

The City has wireless access points on the water tower that serve as backup links between city facilities that need to be maintained in working order. AT&T will attach sector antennas around the outside of the tank and relocate the existing City of Madera antenna mounts to the top. Design constraints are that the AT&T's Cellular Equipment will not degrade the City's current wireless links.

Currently the park at the Loy E. Cook Water Storage Facility has been closed to the public for several years due to a recommendation from Homeland Security. If the park is ever reopened to the public, the AT&T additions will not adversely impact the use of the park.

AT&T will compensate the City with a monthly lease payment of $1600 with an annual escalator of 2.5%. This is a 5 year agreement with 4 additional automatic extensions of 5 years each; for a total of 25 years. If the contract extensions go to completion, this would bring $655,000 in revenue to the City of Madera over the next 25 years. AT&T will comply with the City of Madera permitting process.

The specific action recommended in this report is to approve the Lease Agreement and Memorandum of Lease that will provide extended coverage for AT&T Wireless and enhance their service for Madera citizens and generate significant revenue for the City of Madera and authorize the Mayor to execute the Lease Agreement and Memorandum of Lease on behalf of the City.

FINANCIAL IMPACT:

AT&T will compensate the City with a monthly lease payment of $1600 with an annual escalator of 2.5%. This is a 5 year agreement with 4 additional automatic extensions of 5 years each; for a total of 25 years. This has the expectation to bring $655,000 in revenue to the City of Madera over the next 25 years.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions support the following Vision Madera 2025 strategies:

This resolution will provide additional internet bandwidth lacking in the interior of the city for AT&T customers which is consistent with the strategies listed below.

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

151.0 - Promote the comprehensive revitalization of downtown Madera.

Exhibit 1/6

Existing Coverage

Existing LTE 700 Coverage

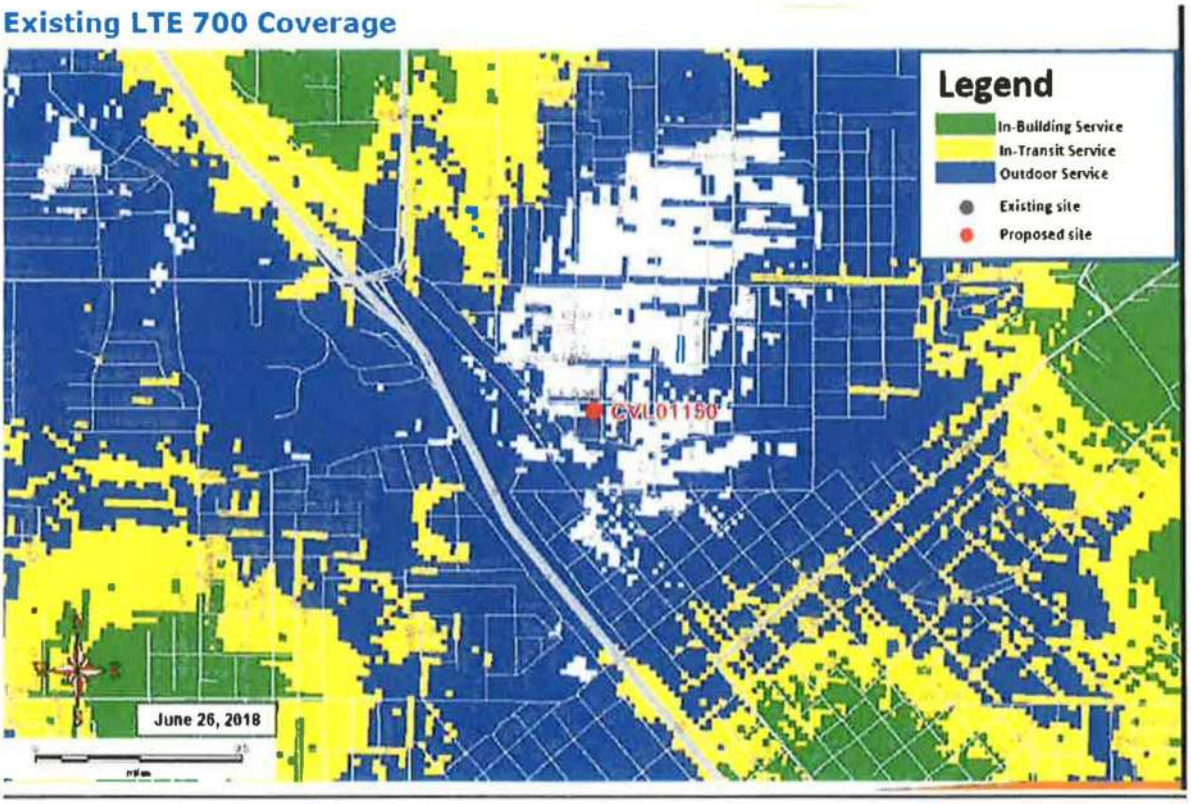


Exhibit 2/6

Proposed Coverage

Proposed LTE 700 Coverage (RC = 111 ft)

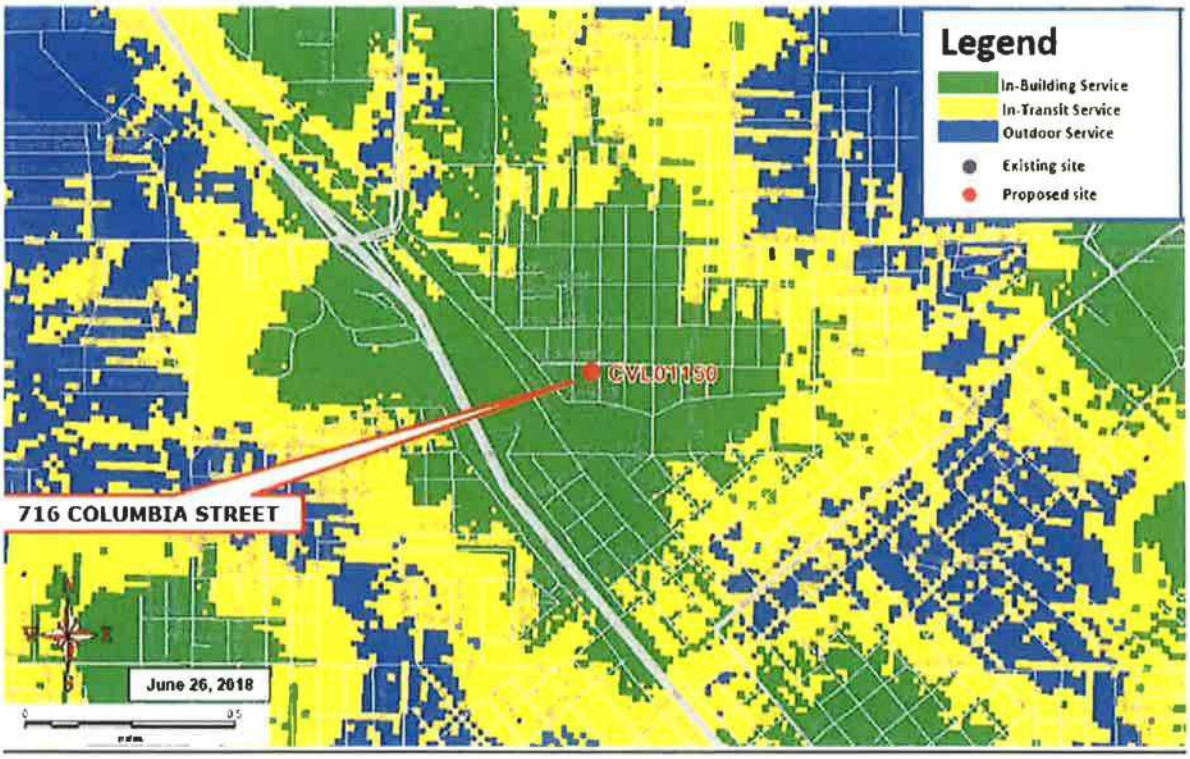
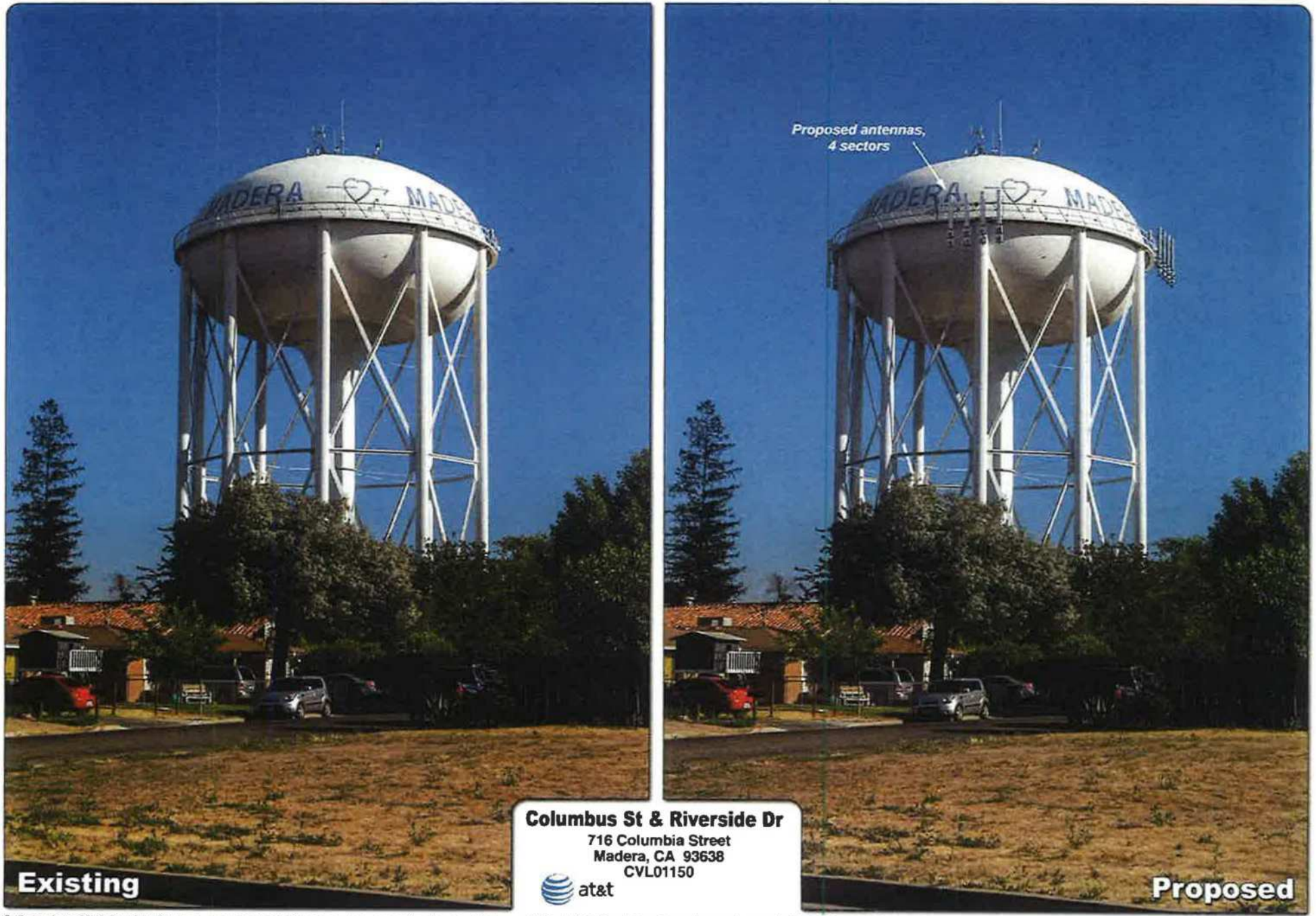


Exhibit 3/6

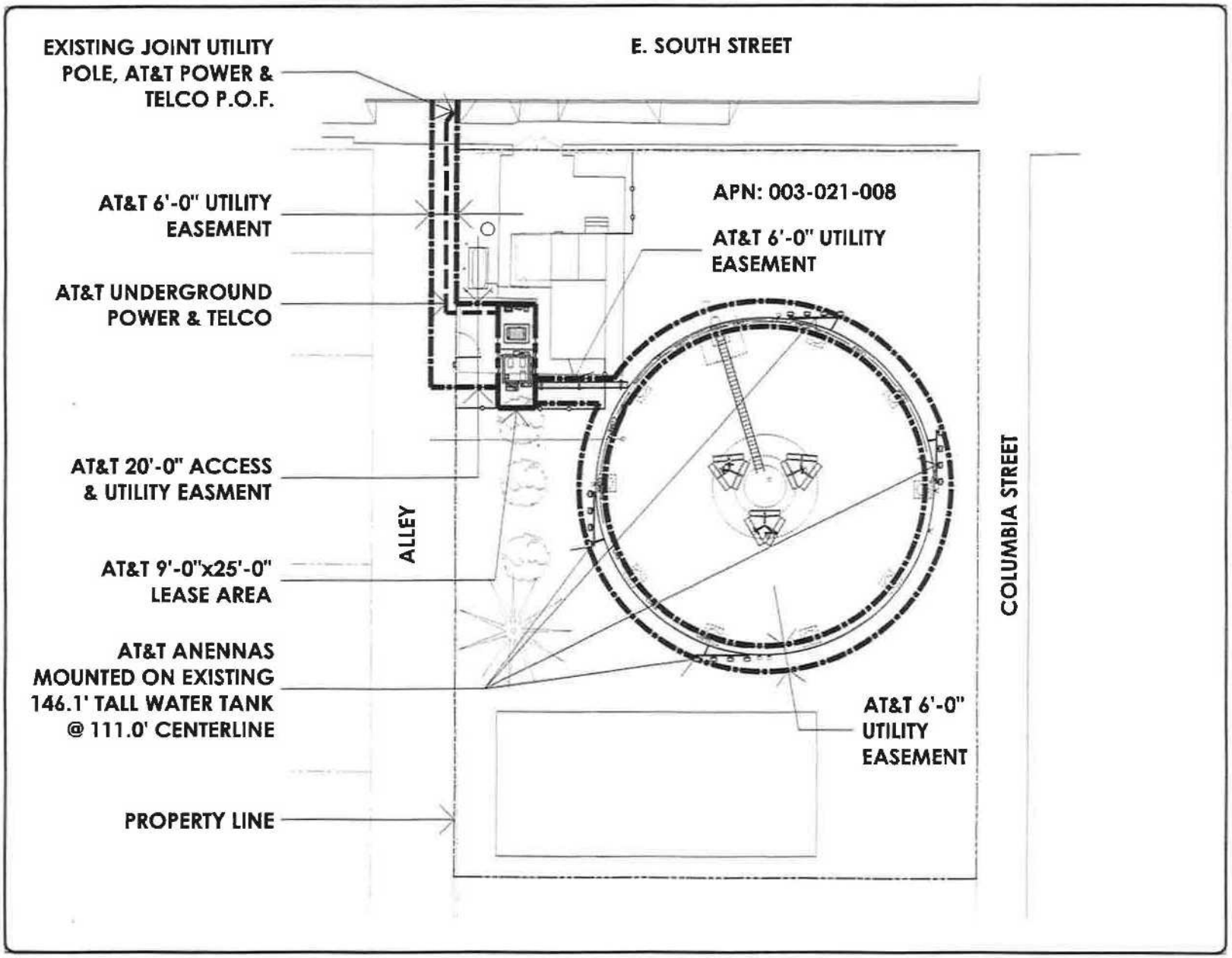
Version Date: June 9, 2018

Photosimulation of the view looking north from Riverside Drive at Columbia Street.



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Exhibit 4/6



MST ARCHITECTS
1520 RIVER PARK DRIVE
SACRAMENTO, CA 95815

at&t

20620 S GRANTLAND AVE
RIVERDALE, CA 93656

LEASE / MOL EXHIBIT

PROJECT NAME:
COLUMBUS ST. & RIVERSIDE DRIVE

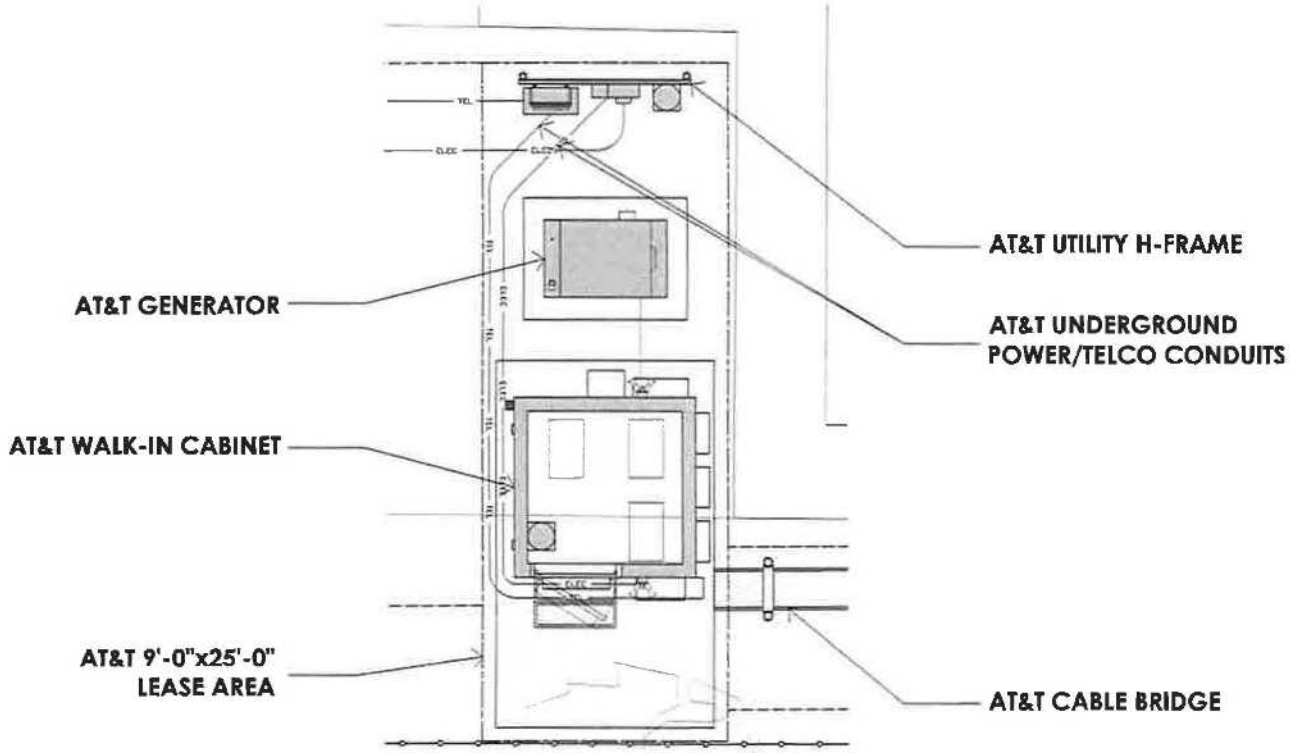
NUMBER:
CVL01150

ADDRESS:
716 COLUMBIA STREET
MADERA, CA 93638

EXHIBIT
1
1 OF 3

SCALE: N.T.S.

Exhibit 5/6



MST ARCHITECTS
1520 RIVER PARK DRIVE
SACRAMENTO, CA 95815

at&t

10735 STATE HWY 33, GUSTINE, CA 95322

LEASE / MOL EXHIBIT

PROJECT NAME:
COLUMBUS ST. & RIVERSIDE DRIVE

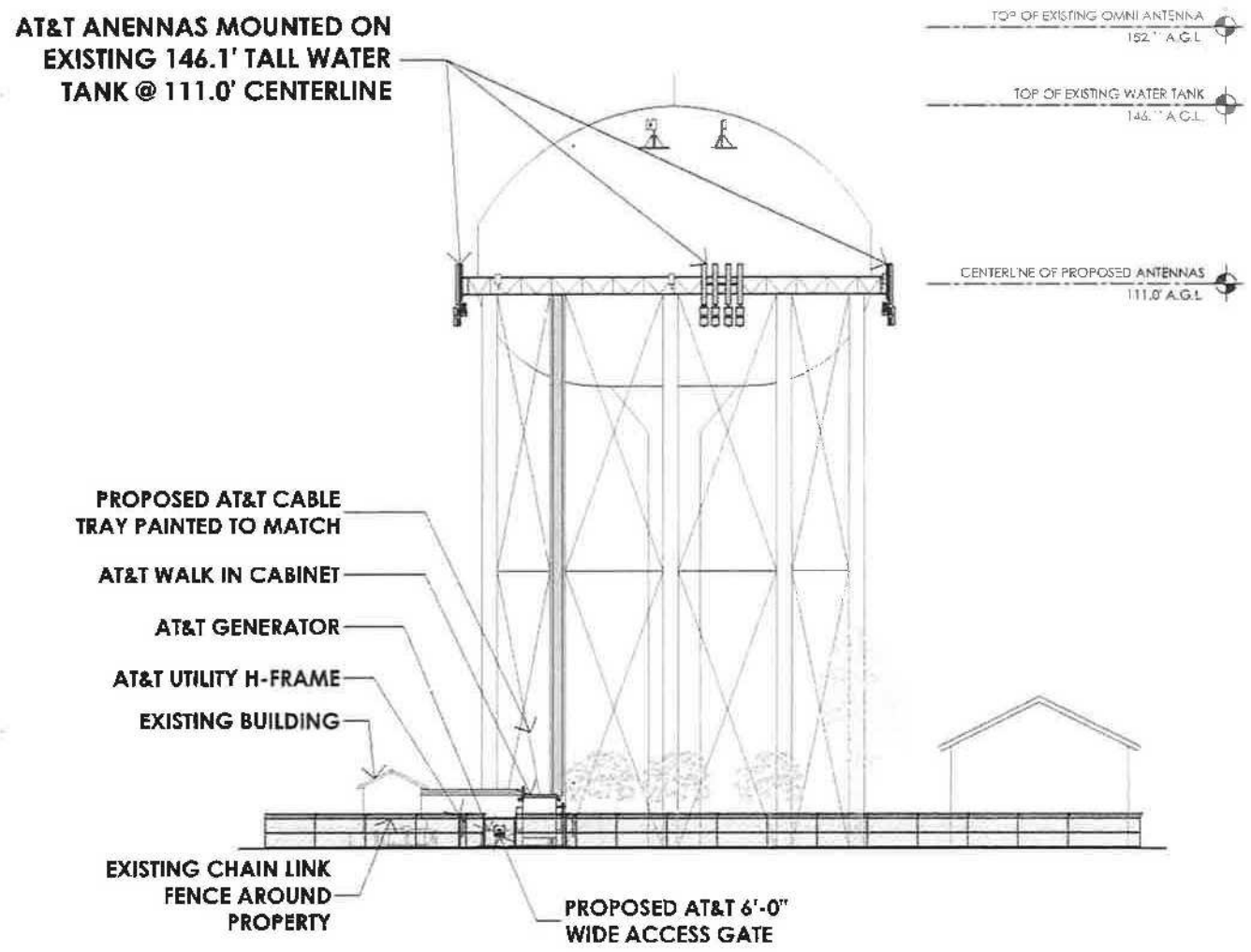
NUMBER:
CVL01150

ADDRESS:
716 COLUMBIA STREET
MADERA, CA 93638

EXHIBIT
1
2 OF 3

SCALE: N.T.S.

Exhibit 6/6



MST ARCHITECTS
1520 RIVER PARK DRIVE
SACRAMENTO, CA 95815

at&t

10735 STATE HWY 33,
GUSTINE, CA 95322

LEASE / MOL EXHIBIT

PROJECT NAME:
COLUMBUS ST. & RIVERSIDE DRIVE

NUMBER:
CVL01150

ADDRESS:
716 COLUMBIA STREET
MADERA, CA 93638

EXHIBIT
1
3 OF 3

SCALE: N.T.S.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF MADERA, APPROVING A LEASE AGREEMENT AND MEMORANDUM OF LEASE AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE LEASE AGREEMENT WITH AT&T WIRELESS FOR ANTENNA SPACE ON THE MADERA LOY E COOK WATER TOWER AND FOR AN EQUIPMENT PAD LOCATION ON THE GROUNDS BELOW THE WATER TOWER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, The Citizens of Madera, are in need of better AT&T data/phone coverage in the downtown Madera Area; and

WHEREAS, the City has unused antenna space available on the Low E Cook Water Tower; and

WHEREAS, the current City's current wireless will not be affected; and

WHEREAS, the City of Madera and AT&T Wireless have negotiated a compensation rate to the City that is desirable for both parties.

WHEREAS, AT&T has prepared the Lease Agreement, and Memorandum of Lease.

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

1. The recitals listed above are true and correct.
2. The Lease Agreement and Memorandum of Lease for Antenna Space on the Madera Loy E Cook Water Tower and for an Equipment Pad Location on the Grounds Below, provided by AT&T, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Lease Agreement, Memorandum of Lease, and all documents necessary to effectuate the Lease Agreement on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

****

Market: Northern California
Cell Site Number: CVL01150
Search Ring Name: Columbus St. & Riverside Dr.
Cell Site Name: Columbus St. & Riverside Dr. (CA)
Fixed Asset Number: 14066698

OPTION AND STRUCTURE LEASE AGREEMENT

THIS OPTION AND STRUCTURE LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the City of Madera, a municipal corporation, having a mailing address of 205 W. 4th Street, Madera, CA 93637 ("**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("**Tenant**").

BACKGROUND

Landlord owns that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a water tank (the "**Water Tank**"), together with all rights and privileges arising in connection therewith, commonly known as 716 Columbia Street, located in the City of Madera, County of Madera, State of California [APN: 003-021-008] (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an option (the "**Option**") to lease a portion of the Property consisting of:

(i) Approximately two hundred twenty-five (225) square feet of ground space, including the air space above such ground space, as described on attached **Exhibit 1** (the "**Premises**"), for the placement of Tenant's equipment (the "**Ground Space**");

(ii) The portion of the Water Tank dedicated for Tenant's exclusive use with a rad center of one hundred eleven feet (111') above ground level ("**Tenant RAD Center**"), and consisting of an envelope of six vertical feet (6') above the Tenant RAD Center and six vertical feet (6') below the Tenant RAD Center (the "**Primary RAD Space**") within which any portion of Tenant's communication equipment and improvements might be located, operated or maintained. The Primary RAD Space includes any area on a horizontal plane, extending in all directions from the Water Tank, that is perpendicular to such 12-foot vertical envelope and any portion of vertical space on the Water Tank on which Tenant's communication equipment is located. The location of the Primary RAD Space is identified in **Exhibit 1**. At any time during the Term (as defined in Section 3(d) below) of this Agreement, Tenant may use portions of the Water Tank outside of, but adjacent to, the Primary RAD Space to accommodate Tenant's improvements and equipment that extend outside the Primary RAD Space (the "**Extended Primary RAD Space**"), subject to Tenant's confirmation that the space is available and that sufficient structural loading capacity is available or can be made available through structural modifications of the Water Tank. The Primary RAD Space, as it might be expanded by the Extended Primary RAD Space at any time during the Term of this Agreement, shall continue to be referred to as the Primary RAD Space; and

(iii) Those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections (and the cables, wires, and other necessary connections and improvements of such third parties related to Tenant, such as Tenant's utility providers) are located between the Ground Space, and the Primary RAD Space or any Extended Primary RAD Space and the electric power, telephone, fiber, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Ground Space and Primary RAD Space; and between Tenant's equipment in the Ground Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises. The Ground Space, Primary RAD Space, and Connection Space, are hereinafter collectively referred to as the "**Premises**".

(b) During the Option Term, and during the Term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of Two Thousand Five Hundred and No/100 Dollars ($2,500.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for an additional one (1) year (the "**Renewal Option Term**") upon written notification to Landlord and the payment of an additional Two Thousand Five Hundred and No/100 Dollars ($2,500.00) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term**."

(d) The Option may be sold, assigned or transferred (each, a "**Transfer**") at any time by Tenant to an Affiliate (as that term is hereinafter defined) of Tenant without Landlord's consent; provided, however, that Tenant shall have the right to Transfer the Option to any third party agreeing to be subject to the terms hereof, only with the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to an Affiliate or a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term of this Agreement the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**"), or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property as described on **Exhibit 1** as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the Term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5^{th}) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the expiration of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term (the "**Term**").

4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5^{th}) day of each calendar month in advance One Thousand Six Hundred and No/100 Dollars ($1,600.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly Rent will increase by two and one-half percent (2½%) over the Rent paid during the previous year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 11(d) Environmental, 18 Condemnation, or 19 Casualty.

7. **INSURANCE.**

(a) Without limiting Tenant's indemnification of Landlord, and prior to Tenant's commencement of construction of the Communication Facility at the Property, Tenant shall obtain, provide, and continuously maintain at its own expense during the Term of this Agreement, and shall require any and all subcontractors of every tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to Landlord.

(b) Tenant shall maintain limits no less than:

(i) $3,000,000 General Liability (including operations, products and completed operations) per occurrence, $6,000,000 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 Landlord and its officers, officials, employees and agents shall be additional insureds under such policies.

(ii) $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 Tenant arising out of or in connection with any construction 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 Landlord and its officers, officials, employees and agents shall be additional insureds under such policies.

(iii) Worker's Compensation as required by the State of California and $1,000,000 Employer's Liability per accident for bodily injury or disease. Tenant shall submit to Landlord, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Landlord, it's officers, agents, employees, and volunteers.

(c) Tenant shall procure and maintain, for the Term of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of any construction work hereunder by Tenant, its agents, representatives, employees, or subcontractors as specified in this Agreement.

(d) Tenant shall provide to Landlord 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 Landlord prior to commencement of performance. Current evidence of insurance shall be kept on file with Landlord at all times during the Term of this Agreement. Landlord reserves the right to require complete, certified copies of all required insurance policies, at any time.

(e) 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.

(f) All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against Landlord, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Tenant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Tenant hereby waives its own right of recovery against Landlord and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Tenant acknowledges and agrees that any actual or alleged failure on the part of Landlord to inform Tenant of non-compliance with any requirement imposes no additional obligations on Landlord, nor does it waive any rights hereunder.

(h) 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 Tenant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Tenant.

(i) Tenant agrees to oblige its insurance agent or broker and insurers to provide to Landlord 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.

(j) Any self-insured retentions must be declared to and approved by Landlord. Landlord 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 Landlord's Risk Manager.

(k) Tenant shall give Landlord prompt and timely notice of claims made or suits instituted that arise out of or result from Tenant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(l) Tenant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of any construction work as permitted under this Agreement.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to, interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, and solely owns the Water Tank; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. **ENVIRONMENTAL.**

(a) Landlord represents and warrants that, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. **ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, $500.00 per day in consideration of Tenant's damages until

Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted.

(b) Landlord will maintain and repair the Property and access thereto, the Water Tank, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit. Landlord shall maintain the Water Tank's structural integrity at all times (which shall mean that at no time will Landlord allow the Water Tank condition to become, or remain, overstressed under the applicable structural standards set forth in the then-current version of the ANSI TIA-222). Landlord shall at all times during the Term of this Agreement reserve and have ready for Tenant's immediate use sufficient structural loading capacity on the Water Tank to support Tenant's installation of up to thirty-five thousand square inches (35,000 sq. in.) of Wind Load Surface Area, in the aggregate, of Communication Facilities anywhere on the Water Tank (the "**Allowed Wind Load Surface Area**"). "**Wind Load Surface Area**" means the Flat Plate Equivalent Area, as defined in ANSI TIA standards, of any appurtenance (excluding all mounts, platforms, cables and other non-operating equipment) at ninety degrees (90°) perpendicular to wind direction, possessing the characteristics of flat material, with associated drag factors. Landlord shall be responsible for the costs of all structural modifications to the Water Tank, including the costs of related Government Approvals or other approvals, to support the Allowed Wind Load Surface Area. In the event that Tenant has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Primary RAD Space will require structural modifications to comply with the Structural Standards, Tenant will pay Landlord for the portion of the structural modifications that is necessary to support Tenant's loading in excess of the Allowed Wind Load Surface Area. In no event shall Tenant be responsible for Water Tank modification costs to support the installations of other tenants or for the Water Tank to comply with applicable Laws so long as Tenant's installation is within the Allowed Wind Load Surface Area.

(c) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data

and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(d) Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to Transfer its interest under this Agreement, in whole or part, without Landlord's consent, **only to**: (a) an Affiliate of Tenant, or (b) any entity that acquires all or substantially all of Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such a Transfer, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant shall have the right to sublease the Premises, in whole or in part, without Landlord's consent **only to** an Affiliate of Tenant. Tenant may not otherwise Transfer this Agreement or sublease the Premises without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:
New Cingular Wireless PCS, LLC
Attn: Tower Asset Group – Lease Administration
Re: Cell Site No.: CVL01150
Search Ring Name: Columbus St. & Riverside Dr.
Cell Site Name: Columbus St. & Riverside Dr. (CA)
Fixed Asset No.: 14066698
575 Morosgo Drive NE
Atlanta, GA 30324

With a copy to the AT&T Legal Department:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department – Network Operations
Re: Cell Site No.: CVL01150
Search Ring Name: Columbus St. & Riverside Dr.
Cell Site Name: Columbus St. & Riverside Dr. (CA)
Fixed Asset No.: 14066698
208 S. Akard Street
Dallas, TX 75202

The copy sent to the AT&T Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord:
City of Madera
205 W. 4th Street
Madera, CA 93637

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place

temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Tower Asset Group -- Taxes
Re: Cell Site No.: CVL01150
Search Ring Name: Columbus St. & Riverside Dr.
Cell Site Name: Columbus St. & Riverside Dr. (CA)
Fixed Asset No.: 14066698
575 Morosgo Drive NE
Atlanta, GA 30324

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

i. Old deed to Property
ii. New deed to Property
iii. Bill of Sale or Transfer
iv. Copy of current Tax Bill
v. New IRS Form W-9 & CA FTB Form 590
vi. Completed and Signed AT&T Payment Direction Form
vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law**. Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit**. The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9/CA FTB 590.** As a condition precedent to payment, Landlord agrees to provide Tenant with both a completed IRS Form W-9 and CA FTB Form 590, or their respective equivalents, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address. A copy of the IRS Form W-9 and the CA FTB Form 590 in their current forms are attached hereto as **Exhibit 24(k)**.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

City of Madera,
a municipal corporation

By: _____
Print Name: _____
Its: _____
Date: _____, 2018

By: _____
Print Name: _____
Its: _____
Date: _____, 2018

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____, 2018

[ACKNOWLEDGMENTS APPEAR ON THE NEXT THREE (3) PAGES]

TENANT 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 _____ before me, _____,
(insert name and title of the 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)**

LANDLORD 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 _____ before me, _____,
(insert name and title of the 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.

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WITNESS my hand and official seal.

Signature _____ **(Seal)**

LANDLORD 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 _____ before me, _____,
(insert name and title of the 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)**

EXHIBIT 1

DESCRIPTION OF PREMISES
Page 1 of 13

to the Option and Structure Lease Agreement dated _____, 2018, by and between the City of Madera, a municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Real property in the City of Madera, County of Madera, State of California, described as follows:

LOTS 26, 27, 28, 29, 30, 31 AND 32 OF DUSTHIMER'S SUBDIVISION OF BLOCK 11, OF DUSTHIMER'S SUBDIVISION TO THE CITY OF MADERA, ACCORDING TO MAP ENTITLED "PLAT OF BLOCK 11, DUSTHIMER'S SUBDIVISION, IN THE MILLER & LUX ADDITION, IN MADERA, CALIFORNIA FILED AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MADERA, ON MARCH 12TH 1894, IN BOOK 1 OF MAPS AT PAGE 7.

APN: 003-021-008

The Premises are described and/or depicted as follows:

[Plan Set Dated July 12, 2018, Prepared by MST Architects, and Consisting of Twelve (12) Pages, Appears on Following Pages]

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

REVIEWED
By Summer Maddux at 10:08 am, Jul 12, 2018

REVIEWED
By Jake Baluyut at 2:08 pm, Jul 12, 2018

REVIEWED
By Brian Fesler at 6:23 am, Jul 13, 2018

at&t

FA CODE: 14066698
USID: 186198

SITE NUMBER: CVL01150
SITE NAME: COLUMBUS ST. & RIVERSIDE DRIVE

716 COLUMBIA STREET
MADERA, CA. 93638
JURISDICTION: MADERA COUNTY
APN: 003-021-008

SITE TYPE: PRE-MANUFACTURED WALK-IN CABINET / WATER TANK

PROJECT DESCRIPTION

NEW SITE BUILD UNMANNED TELECOMMUNICATIONS FACILITY.

1. BRING POWER / TELCO TO SITE LOCATION
2. INSTALL AT&T APPROVED PRE-MANUFACTURED WALK-IN CABINET AND ASSOCIATED INTERIOR EQUIPMENT
3. INSTALL AT&T ANTENNAS & ASSOCIATED TOWER-MOUNTED EQUIPMENT ON AN EXISTING WATER TOWER
4. INSTALL AT&T GENERATOR W/ FUEL TANK
5. EXISTING CITY OF MADERA ANTENNAS ON WATER TANK CATWALK/RAIL TO BE REMOVED AND RELOCATED BY AT&T TO THE TOP OF THE WATER TANK
6. EXISTING WIMAX ANTENNAS AND FRAMES ON TOP OF THE WATER TANK TO BE REMOVED BY AT&T

PROJECT INFORMATION

PROPERTY INFORMATION:

SITE NAME:	COLUMBUS ST. AND RIVERSIDE DRIVE
SITE NUMBER:	CVL01150
SITE ADDRESS:	716 COLUMBIA STREET MADERA, CA. 93638
A.P.N. NUMBER:	003-021-008
CURRENT ZONING:	PF (PUBLIC FACILITIES)
JURISDICTION:	CITY OF MADERA

PROPERTY OWNER:
CITY OF MADERA
205 W. 4TH ST.
MADERA, CA. 93637

PROJECT TEAM

APPLICANT / LESSEE:
AT&T
2600 CAMINO RAMON, #W860 N
SAN RAMON, CA 94583

RF ENGINEER:
AT&T
3965 E. OLIVE AVE.
FRESNO, CA 93727
CONTACT: JAKE BALUYUT
EMAIL: jb7714@att.com
(559) 454-5694

CONSTRUCTION MANGER:
ERICSSON
6140 STONERIDGE MALL RD. #350
PLEASANTON, CA 94588
CONTACT: BRIAN FESLER
EMAIL: brian.fesler@ericsson.com
PH: (530) 682 8662

ARCHITECT / ENGINEER:
MST ARCHITECTS INC.
1520 RIVER PARK DRIVE
SACRAMENTO, CA 95815
CONTACT: MANUEL S. TSHILAS
EMAIL: manuel@mstarchitects.com
PH: (916) 567-9630

ZONING MANAGER:
COMPLETE WIRELESS CONSULTING, INC.
2009 V STREET
SACRAMENTO, CA 95818
CONTACT: GUAL JOHNSON
EMAIL: gjohnson@completewireless.net
PH: 916 709 2057

LEASING MANAGER:
COMPLETE WIRELESS CONSULTING, INC.
2009 V STREET
SACRAMENTO, CA 95818
CONTACT: CHRISTOPHER BRINGGOLD
EMAIL: CBringgold@completewireless.net
PH: (916) 213-3730

SHEET INDEX

		REV
T-1	TITLE SHEET	#
GN-1	GENERAL NOTES, ABBREVIATIONS, & NOTES	#
C-1	SURVEY SHEET	#
A-1.1	SITE PLAN	#
A-2.1	EQUIPMENT AREA PLAN	#
A-3.1	ANTENNA PLANS & SCHEDULE	#
A-3.2	ANTENNA PLAN	#
A-3.3	ANTENNA PLANS	#
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A-4.1	PROPOSED ELEVATIONS	#
A-4.2	PROPOSED ELEVATIONS	#
A-4.3	PROPOSED ELEVATIONS	#

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

1. 2016 CALIFORNIA ADMINISTRATIVE CODE, CHAPTER 1C, PART 1, TITLE 24 CODE OF REGULATIONS
2. 2016 CALIFORNIA BUILDING CODE (CBC) WITH CALIFORNIA AMENDMENTS, BASED ON THE 2012 IBC (PART 2, VOL 1 &)
3. 2016 CALIFORNIA RESIDENTIAL CODE (CRC) WITH APPENDIX H, PATIO COVERS, BASED ON THE 2012 RC (PART 2.5)
4. 2016 CALIFORNIA GREEN BUILDINGS STANDARDS CODE (CALGREEN) (PART 11) [ARMATED ENERGY PROVISIONS ONLY]
5. 2016 CALIFORNIA FIRE CODE (CFC), BASED ON THE 2012 IFC, WITH CALIFORNIA AMENDMENTS (PART 9)
6. 2016 CALIFORNIA MECHANICAL CODE (CMC), BASED ON THE 2012 UMC (PART 4)
7. 2016 CALIFORNIA PLUMBING CODE (CPC), BASED ON THE 2012 UPC (PART 5)
8. 2016 CALIFORNIA ELECTRICAL CODE (CEC) WITH CALIFORNIA AMENDMENTS, BASED ON THE 2011 NEC (PART 3)
9. 2016 CALIFORNIA ENERGY CODE (CEC)
10. ANSI / EIA-RS-222-G
11. 2015 NFPA 101, LIFE SAFETY CODE
12. 2016 NFPA 72, NATIONAL FIRE ALARM CODE
13. 2016 NFPA 13, FIRE SPRINKLER CODE

OCCUPANCY AND CONSTRUCTION TYPE

OCCUPANCY: S-2 (UNMANNED TELECOMMUNICATIONS FACILITY); U (TOWER)

CONSTRUCTION TYPE: V-B

HANDICAP REQUIREMENTS

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. ACCESSIBILITY ACCESS AND REQUIREMENTS ARE NOT REQUIRED, IN ACCORDANCE WITH CALIFORNIA STATE ADMINISTRATIVE CODE, PART 2, TITLE 24, SECTION 11035.1, EXCEPTION 1 & SECTION 11B-206.2.1, EXCEPTION 4.

VICINITY MAP



DIRECTIONS FROM AT&T

DIRECTIONS FROM AT&T'S OFFICE AT 2600 CAMINO RAMON, SAN RAMON, CA.

1. HEAD EAST
2. TURN RIGHT TOWARD CAMINO RAMON
3. TURN RIGHT ONTO CAMINO RAMON
4. TURN RIGHT ONTO BOLLINGER CANYON RD
5. MERGE ONTO I-680 S VIA THE RAMP TO SAN JOSE
6. TAKE EXIT 30A TO MERGE ONTO I-580 E TOWARD STOCKTON
7. KEEP LEFT TO STAY ON I-580 E
8. CONTINUE ON I-205 E, FOLLOW SIGNS FOR INTERSTATE 205/TRACY/STOCKTON
9. MERGE ONTO I-5 N
10. TAKE EXIT 461 FOR CA-120 TOWARD MANTECA/SONORA
11. CONTINUE ONTO CA-120 E
12. TAKE EXIT 8 TO MERGE ONTO CA-99 S TOWARD MODESTO/FRESNO
13. TAKE EXIT 165 FOR CLEVELAND AVE
14. TURN LEFT ONTO AVE 16 1/2/W CLEVELAND AVE (SIGNS FOR MILLERTON LAKE)
15. CONTINUE TO FOLLOW W CLEVELAND AVE
16. TURN RIGHT TO STAY ON W CLEVELAND AVE
17. KEEP RIGHT TO CONTINUE ON SHARON BLVD
18. SHARON BLVD TURNS SLIGHTLY LEFT AND BECOMES RIVERSIDE DR
19. TURN LEFT ONTO COLUMBIA ST
20. DESTINATION WILL BE ON THE RIGHT

APPROVALS

APPROVED BY:	INITIALS:	DATE:
AT&T:		
VENDOR:		
R.F.:		
LEASING / LANDLORD:		
ZONING:		
CONSTRUCTION:		
POWER / TELCO:		
POM:		

GENERAL CONTRACTOR NOTES

DO NOT SCALE DRAWINGS

THESE DRAWINGS ARE FORMATTED TO BE FULL SIZE AT 24" x 36". CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB-SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR MATERIAL ORDERS OR BE RESPONSIBLE FOR THE SAME.

DIGALERT
800-227-2600
Call 2 Full Working Days in Advance

SITE NAME:
CVL01150
COLUMBUS ST. & RIVERSIDE
716 COLUMBIA STREET
MADERA, CA. 93638

PREPARED FOR:
at&t
2600 Camino Ramon
San Ramon, California 94583

VENDOR:
COMPLETE Wireless Consulting, Inc.

AT&T SITE NO:	CVL01150
PROJECT NO:	162.2168
DRAWN BY:	MWS
CHECKED BY:	SV

REV	DATE	ISSUED FOR
	07/12/18	100% ZD REV 2
	06/15/18	100% ZD REV 1
	05/22/18	100% ZD
	04/27/18	90% ZD

LICENSOR:

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

ARCHITECT:
MST ARCHITECTS
1520 River Park Drive
Sacramento, California 95815

SHEET TITLE:
TITLE SHEET

SHEET NUMBER:
T-1

GENERAL CONSTRUCTION NOTES:

1. PLANS ARE INTENDED TO BE DIAGRAMMATIC OUTLINE ONLY. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.

2. THE CONTRACTOR SHALL OBTAIN, IN WRITING, AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS.

3. CONTRACTOR SHALL CONTACT USA (UNDERGROUND SERVICE ALERT) AT (800) 227-2600, FOR UTILITY LOCATIONS, 48 HOURS BEFORE PROCEEDING WITH ANY EXCAVATION, SITE WORK OR CONSTRUCTION.

4. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY INDICATED OTHERWISE, OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.

5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CBC / UBC'S REQUIREMENTS REGARDING EARTHQUAKE RESISTANCE, FOR, BUT NOT LIMITED TO, PIPING, LIGHT FIXTURES, CEILING GRID, INTERIOR PARTITIONS, AND MECHANICAL EQUIPMENT. ALL WORK MUST COMPLY WITH LOCAL EARTHQUAKE CODES AND REGULATIONS.

6. REPRESENTATIONS OF TRUE NORTH, OTHER THAN THOSE FOUND ON THE PLOT OF SURVEY DRAWINGS, SHALL NOT BE USED TO IDENTIFY OR ESTABLISH BEARING OF TRUE NORTH AT THE SITE. THE CONTRACTOR SHALL RELY SOLELY ON THE PLOT OF SURVEY DRAWING AND ANY SURVEYOR'S MARKINGS AT THE SITE FOR THE ESTABLISHMENT OF TRUE NORTH, AND SHALL NOTIFY THE ARCHITECT / ENGINEER PRIOR TO PROCEEDING WITH THE WORK IF ANY DISCREPANCY IS FOUND BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND THE TRUE NORTH ORIENTATION AS DEPICTED ON THE CIVIL SURVEY. THE CONTRACTOR SHALL ASSUME SOLE LIABILITY FOR ANY FAILURE TO NOTIFY THE ARCHITECT / ENGINEER.

7. THE BUILDING DEPARTMENT ISSUING THE PERMITS SHALL BE NOTIFIED AT LEAST TWO WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK, OR AS OTHERWISE STIPULATED BY THE CODE ENFORCEMENT OFFICIAL HAVING JURISDICTION.

8. DO NOT EXCAVATE OR DISTURB BEYOND THE PROPERTY LINES OR LEASE LINES, UNLESS OTHERWISE NOTED.

9. ALL EXISTING UTILITIES, FACILITIES, CONDITIONS, AND THEIR DIMENSIONS SHOWN ON THE PLAN HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ARCHITECT / ENGINEER AND THE OWNER ASSUME NO RESPONSIBILITY WHATSOEVER AS TO THE SUFFICIENCY OR THE ACCURACY OF THE INFORMATION SHOWN ON THE PLANS, OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTORS SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL EXISTING UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTORS SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING EXISTING UTILITIES.

10. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES, BOTH HORIZONTAL AND VERTICALLY, PRIOR TO THE START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE ARCHITECT / ENGINEER FOR RESOLUTION AND INSTRUCTION, AND NO FURTHER WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT / ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE WORKED AT HIS/HER OWN RISK AND EXPENSE.

11. ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH ELEVATIONS PRIOR TO FINAL INSPECTION OF WORK.

12. ANY DRAIN AND/OR FIELD TILE ENCOUNTERED / DISTURBED DURING CONSTRUCTION SHALL BE RETURNED TO ITS ORIGINAL CONDITION PRIOR TO COMPLETION OF WORK. SIZE, LOCATION AND TYPE OF ANY UNDERGROUND UTILITIES OR IMPROVEMENTS SHALL BE ACCURATELY NOTED AND PLACED ON "AS BUILT" DRAWINGS BY GENERAL CONTRACTOR, AND ISSUED TO THE ARCHITECT / ENGINEER AT COMPLETION OF PROJECT.

13. ALL TEMPORARY EXCAVATIONS FOR THE INSTALLATION OF FOUNDATIONS, UTILITIES, ETC., SHALL BE PROPERLY LAID BACK OR BRACED IN ACCORDANCE WITH CORRECT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS.

14. INCLUDE MISC. ITEMS PER AT&T SPECIFICATIONS

APPLICABLE CODES, REGULATIONS AND STANDARDS:

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION.

THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:

- AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, ASD, NINTH EDITION
- TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222 G, STRUCTURAL STANDARD FOR STRUCTURAL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES
- INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRICAL EQUIPMENT.
-IEEE C62.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY "C3" AND "HIGH SYSTEM EXPOSURE")

TIA 607 COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS TELCORDIA GR-63 NETWORK EQUIPMENT-BUILDING SYSTEM (NEBS): PHYSICAL PROTECTION
TELCORDIA GR 547 CENTRAL OFFICE POWER WIRING
TELCORDIA GR-1275 GENERAL INSTALLATION REQUIREMENTS
TELCORDIA GR-1509 COAXIAL CABLE CONNECTIONS

ANY AND ALL OTHER LOCAL & STATE LAWS AND REGULATIONS

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

ABBREVIATIONS

A.B.	ANCHOR BOLT	IN. (")	INCH(ES)
ABV.	ABOVE	INS.	INSPECTION
ACCTA	ANTENNA CABLE CONTROL ASSEMBLY	LB.(S)	POUND(S)
ADDTL.	ADDITIONAL	LB.	J-BOLTS
A.F.F.	ABOVE FINISHED FLOOR	LN.	LANDSCAPE(D)
A.F.G.	ABOVE FINISHED GRADE	L.	ANGLE (STRUCTURAL)
ALUM.	ALUMINUM	MAS.	MASONRY
ANT.	ANTENNA	MAX.	MAXIMUM
APPROX.	APPROXIMATE(LY)	MB.	MACHINE BOLT
ARCH.	ARCHITECT(URAL)	MECH.	MECHANICAL
AWG.	AMERICAN WIRE GAUGE	MFR.	MANUFACTURER
BLDG.	BUILDING	MIN.	MINIMUM
BLK.	BLOCK	MISC.	MISCELLANEOUS
BLKG.	BLOCKING	MTL.	METAL
BM.	BEAM	(N)	NEW
B.M.	BENCHMARK	NO.(#)	NUMBER
BOW.	BOWSTRING CORNER WIRE	N.T.S.	NOT TO SCALE
B.O.S.	BOTTOM OF SIDEWALK	O.C.	ON CENTER
B.W.	BACK OF CABINET	OPNG.	OPENING
CAB.	CABINET	P.C.	PRECAST CONCRETE
CANT.	CANTILEVERED	PCS	PERSONAL COMMUNICATION SERVICES
C.I.P.	CAST IN PLACE	PLY.	PLYWOOD
CLG.	CEILING	PPC	POWER PROTECTION CABINET
CLR.	CLEAR	PRC	PRIMARY RADIO CABINET
COL.	COLUMN	P.S.F.	POUNDS PER SQUARE FOOT
CONC.	CONCRETE	P.S.I.	POUNDS PER SQUARE INCH
CONN.	CONNECTION(OR)	P.T.	PRESSURE TREATED
CONST.	CONSTRUCTION	PWR.	POWER (CABINET)
CONT.	CONTINUOUS	QTY.	QUANTITY
Ø	DIAMETER (SHALL BE USED)	RAD.(II)	RADIUS
DBL.	DOUBLE	REF.	REFERENCE
DEPT.	DEPARTMENT	REINF.	REINFORCE(MENT)(G)
D.F.	DOUGLAS FIR	REQ'D	REQUIRED
DIA.	DIAMETER	RGS.	RIGID GALVANIZED STEEL
DIAG.	DIAGONAL	SCH.	SCHEDULE
DIM.	DIMENSION	SHT.	SHEET
DWG.	DRAWING(S)	SIM.	SIMILAR
DWL.	DOWEL (S)	SPEC.	SPECIFICATION
EA.	EACH	SQ.	SQUARE
EL.	ELEVATION	S.S.	STAINLESS STEEL
ELEC.	ELECTRICAL	STD.	STANDARD
ELEV.	ELEVATOR	STL.	STEEL
EMT.	ELECTRICAL METALLIC TUBING	STRUC.	STRUCTURAL
E.N.	EDGE NAIL	THRP.	THREADED
ENG.	ENGINEER	THK.	THICK(NESS)
EQ.	EQUAL	TN.	TOE NAIL
EXP.	EXPANSION	TOA.	TOP OF ANTENNA
EXIST.(E)	EXISTING	T.O.C.	TOP OF CURB
EXT.	EXTERIOR	T.O.F.	TOP OF FOUNDATION
FAB.	FABRICATION(ICK)	T.O.P.	TOP OF PLATE (PARAPET)
F.C.	FINISH FLOOR	T.O.S.	TOP OF STEEL
F.G.	FINISH GRADE	T.O.W.	TOP OF WALL
FIN.	FINISH(ED)	TYP.	TYPICAL
FLR.	FLOOR	U.G.	UNDER GROUND
FDN.	FOUNDATION	U.L.	UNDERWRITERS LABORATORY
F.O.C.	FACE OF CONCRETE	U.N.O.	UNLESS NOTED OTHERWISE
F.O.M.	FACE OF MASONRY	V.I.F.	VERIFY IN FIELD
F.O.S.	FACE OF STUD	W	WIDE (WIDTH)
F.O.W.	FACE OF WALL	W/	WITH
F.S.	FINISH SURFACE	WD.	WOOD
FT. (')	FOOT (FEET)	W.P.	WEATHERPROOF
FTG.	FOOTING	WT.	WEIGHT
G.	GROWTH (CASING)	@	CENTERLINE
GA.	GAUGE	℄	PLATE/PROPERTY LINE
GR.	GALVANIZED		
G.F.I.	GROUND FAULT CIRCUIT INTERRUPTER		
GALV. (OR GAL.)	GALVANIZED STEEL		
GPS	GLOBAL POSITIONING SYSTEM		
GRND.	GROUND		
HGR.	HANGER		
HDR.	HEADER		
HT.	HEIGHT		
IGSB.	ISOLATED COPPER GROUND BUS		

SYMBOLS LEGEND

BLDG. SECTION	CEMENT OR PLASTER
WALL SECTION	(E) BRICK
DETAIL	(E) MASONRY
ELEVATION	CONCRETE
DOOR SYMBOL	EARTH
WINDOW SYMBOL	GRAVEL
EQUIPMENT MARK	PLYWOOD
PROPERTY LINE	SAND
CENTERLINE	PLYWOOD
EXCAVATION BOUNDARY	SAND
CHECKED DIMENSION	(E) STEEL
KEYNOTE, DIMENSION ITEM	MATCH LINE
KEYNOTE CONSTRUCTION ITEM	GROUND CONDUCTOR
WALL TYPE MARK	OVERHEAD SERVICE CONDUCTORS
ROOM NAME ROOM NUMBER	TELEPHONE CONDUIT
	POWER CONDUIT
	COAXIAL CABLE
	CHAIN LINK FENCE
	WOOD FENCE
	(E) ANTENNA
	(E) RRH
	(E) 2G SURGE SUPPRESSION
	(E) ANTENNA
	(E) RRH
	(E) EQUIPMENT

Issued for:
CVL01150
COLUMBUS ST. & RIVERSIDE
716 COLUMBIA STREET
MADERA, CA. 93638

PREPARED FOR
at&t
2600 Camino Ramon
San Ramon, California 94583

Vendor:
COMPLETE Wireless Consulting, Inc.

AT&T SITE NO:	CVL01150
PROJECT NO:	162.2189
DRAWN BY:	MWS
CHECKED BY:	SV

07/12/18	100% ZD REV 2	
06/15/18	100% ZD REV 1	
05/22/18	100% ZD	
04/27/18	90% ZD	
BY:	DATE:	DESCRIPTION:

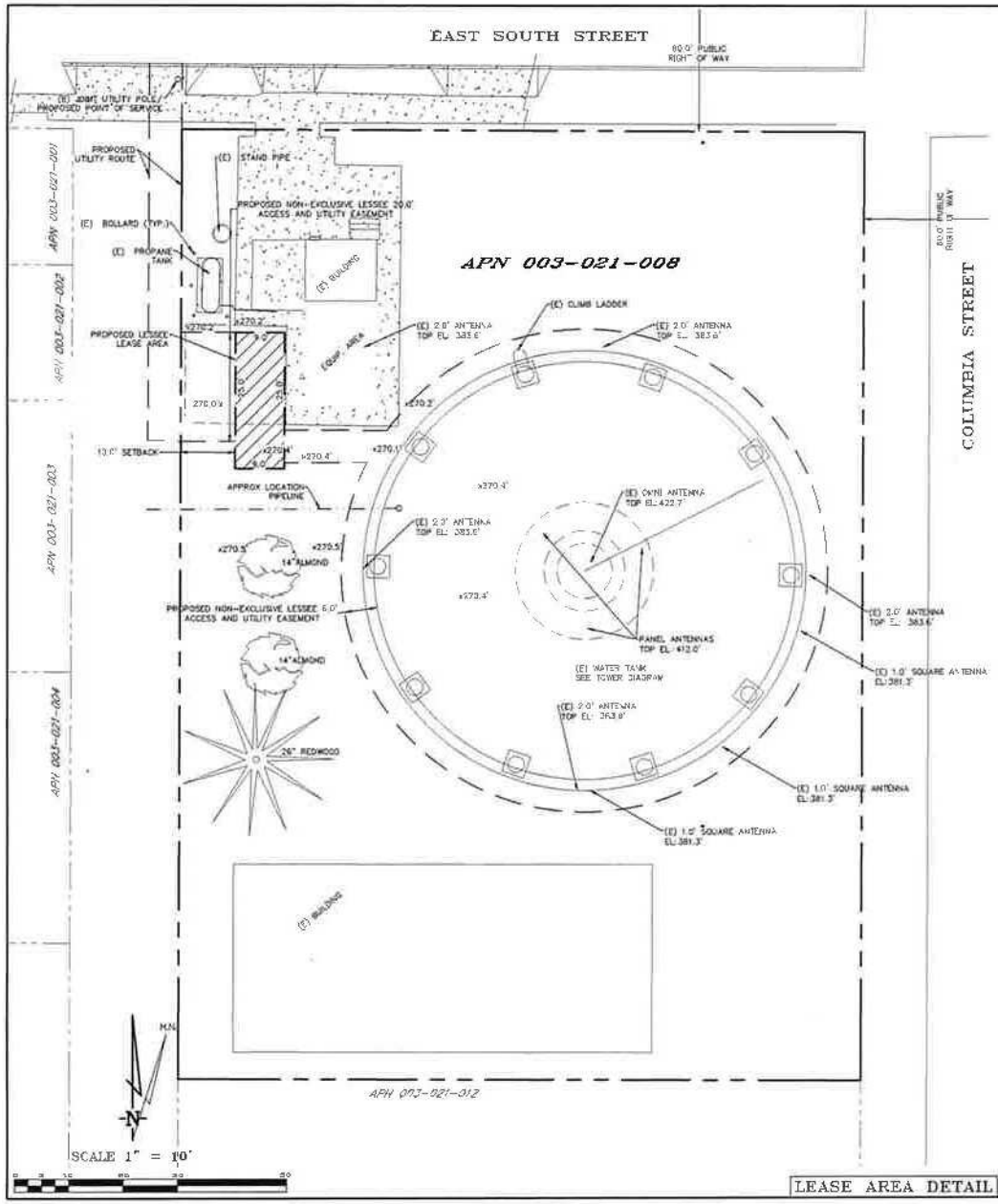
Localities:

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

Architect:
MST ARCHITECTS
1500 River Park Drive
Sacramento, California 95815

SHEET TITLE:
GENERAL NOTES

SHEET NUMBER:
GN-1



DATE OF SURVEY: 04-16-18

SURVEYED BY OR UNDER DIRECTION OF: KENNETH D. GEIL, PLS 4003

LOCATED IN THE COUNTY OF MADERA, STATE OF CALIFORNIA

BEARINGS SHOWN ARE BASED UPON MONUMENTS FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY.

ELEVATIONS SHOWN ON THIS PLAN ARE BASED UPON U.S.G.S. N.A.V.D. 88 DATUM, ABOVE MEAN SEA LEVEL UNLESS OTHERWISE NOTED.

N.G.V.D. 1929 CORRECTION: SUBTRACT 2.31' FROM ELEVATIONS SHOWN.

FEMA FIRM/FLOOD ZONE X PER FIRM 06039C1155E, DATED 09-26-2008

CONTOUR INTERVAL: N.A.

ASSESSOR'S PARCEL NUMBER: 003-021-008

LANDLORD(S): CITY OF MADERA
205 W. 4TH STREET
MADERA, CA 93637

Project Name: CVL01150 Columbus St. & Riverside Drive

Project Site Location: 716 Columbia Street
Madera, CA 93638
Madera County

Date of Observation: 04-16-18

Equipment/Procedure Used to Obtain Coordinates: Trimble Pathfinder Geo XT post processed with Pathfinder Office software.

Type of Antenna Mount: Existing Water Tank

Coordinates

Latitude:	N 36°58'12.24" (NAD83)	N 36°58'12.43" (NAD27)
Longitude:	W 120°03'56.86" (NAD83)	W 120°06'53.27" (NAD27)
Latitude:	N 36.970067° (NAD83)	N 36.970119° (NAD27)
Longitude:	W 120.065794° (NAD83)	W 120.114797° (NAD27)

ELEVATION of Ground at Structure (NAVD88): 270.5' AMSL
Height of Structure: 146.1' AGL
Overall Height: (Omni Antenna) 152.1' AGL

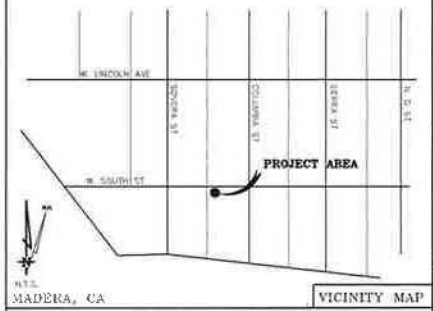
CVL01150 Columbus St. & Riverside Drive
Lease Area Description

All that certain lease area being a portion of Lots 26-32 as shown on the "Plat of Block 1" Bushimer's Subdivision in the Water and Lux Addition in Madera, Cal." filed in Book 1 of Maps, Page 7 of Madera County, California Records, being more particularly described as follows:

Commencing at the Northwest corner of the aforementioned Lot 32; thence along the West boundary South 00°13'00" West, 27.38 feet; thence leaving said West boundary South 89°47'00" East, 10.38 feet to the True Point of Beginning; thence from said point of beginning South 89°47'00" East, 6.00 feet; thence South 00°13'00" West, 25.00 feet; thence North 89°47'00" West, 8.00 feet; thence North 00°13'00" East, 25.00 feet to the point of beginning.

Together with easement for access and utility purposes, twenty feet in width, the centerline of which is described as follows: Beginning at a point on the West boundary of the above described road area which bears South 00°13'00" West, 10.00 feet from the northwest corner thereof; thence from said point of beginning North 89°47'00" West, 10.0 feet more or less to the public right of way.

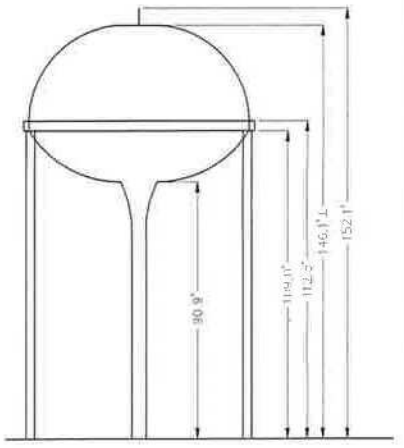
Together with easement for access and utility purposes, six feet in width, from the above described area, to the existing water tank now constructed on the aforementioned Lots 28-32; thence or acre water tank as necessary for the placement of cellular antennas and appurtenances.



VICINITY MAP

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OF SERVICE, ARE THE EXCLUSIVE PROPERTY OF GEIL ENGINEERING AND THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE AND CARRIER FOR WHICH THEY ARE PREPARED. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM GEIL ENGINEERING. TITLE TO THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH GEIL ENGINEERING WITHOUT PREJUDICE AND VISUAL CONTACT WITH THEM SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

BOUNDARY SHOWN IS BASED ON MONUMENTATION FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SPECIALIZED TOPOGRAPHIC MAP WITH PROPERTY LINES AND EASEMENTS BEING A GRAPHIC DEPICTION BASED ON INFORMATION GATHERED FROM VARIOUS SOURCES OF RECORD AND AVAILABLE MONUMENTATION FOUND DURING THE FIELD SURVEY. NO EASEMENTS WERE RESEARCHED OR PLOTTED. PROPERTY LINES AND LINES OF TITLE WERE NOT INVESTIGATED NOR SURVEYED. NO PROPERTY MONUMENTS WERE SET.



SCALE: 1" = 20'

DCPJ APPROVED DATE
ASC
RE
RF
RHT
EE/LM
GPS
REVISIONS

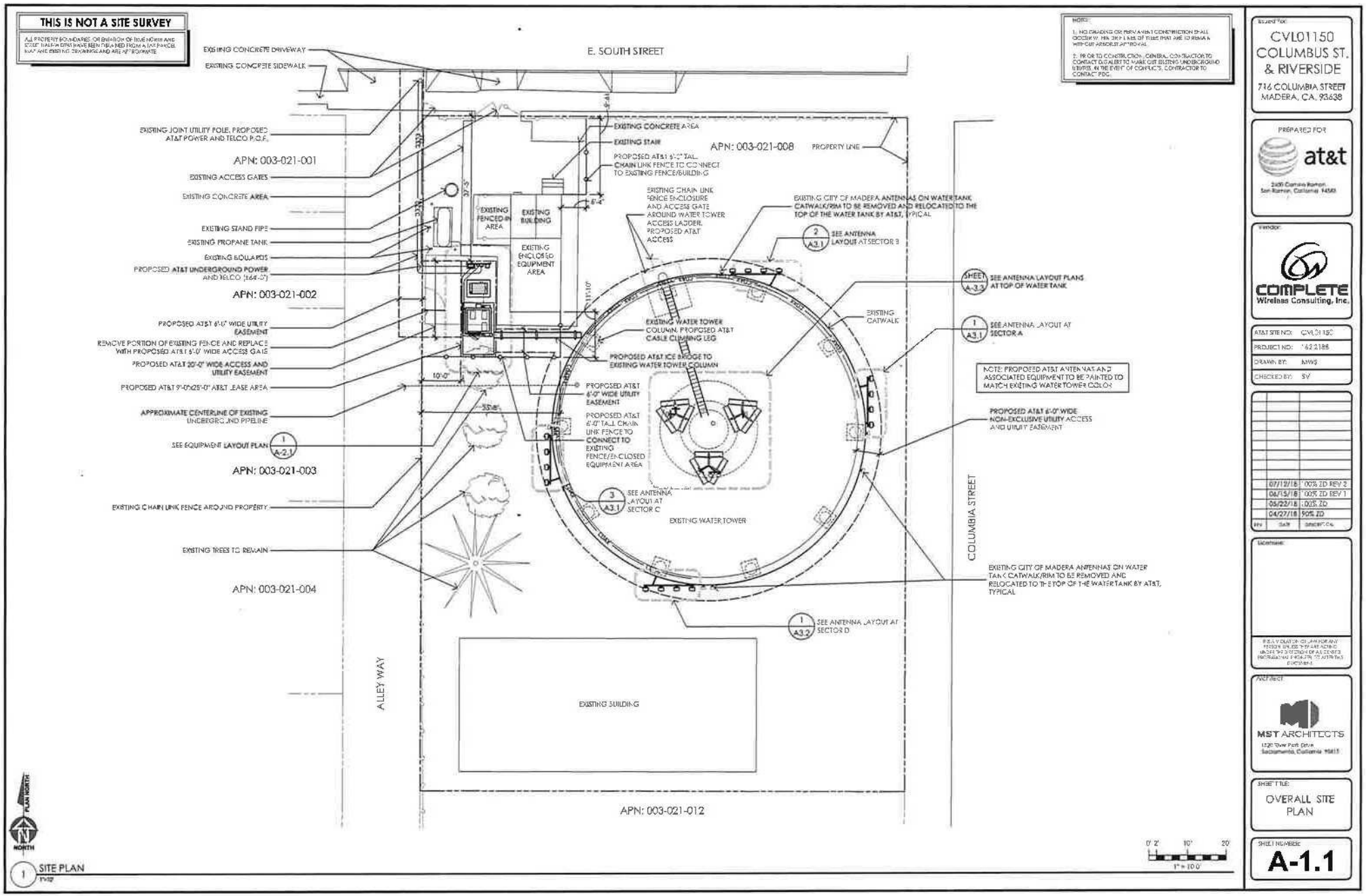
GEIL ENGINEERING
CIVIL & STRUCTURAL ENGINEERING
2358 RIVER STREET
MODESTO, CALIFORNIA 95355
(209) 526-1555
(209) 526-1556

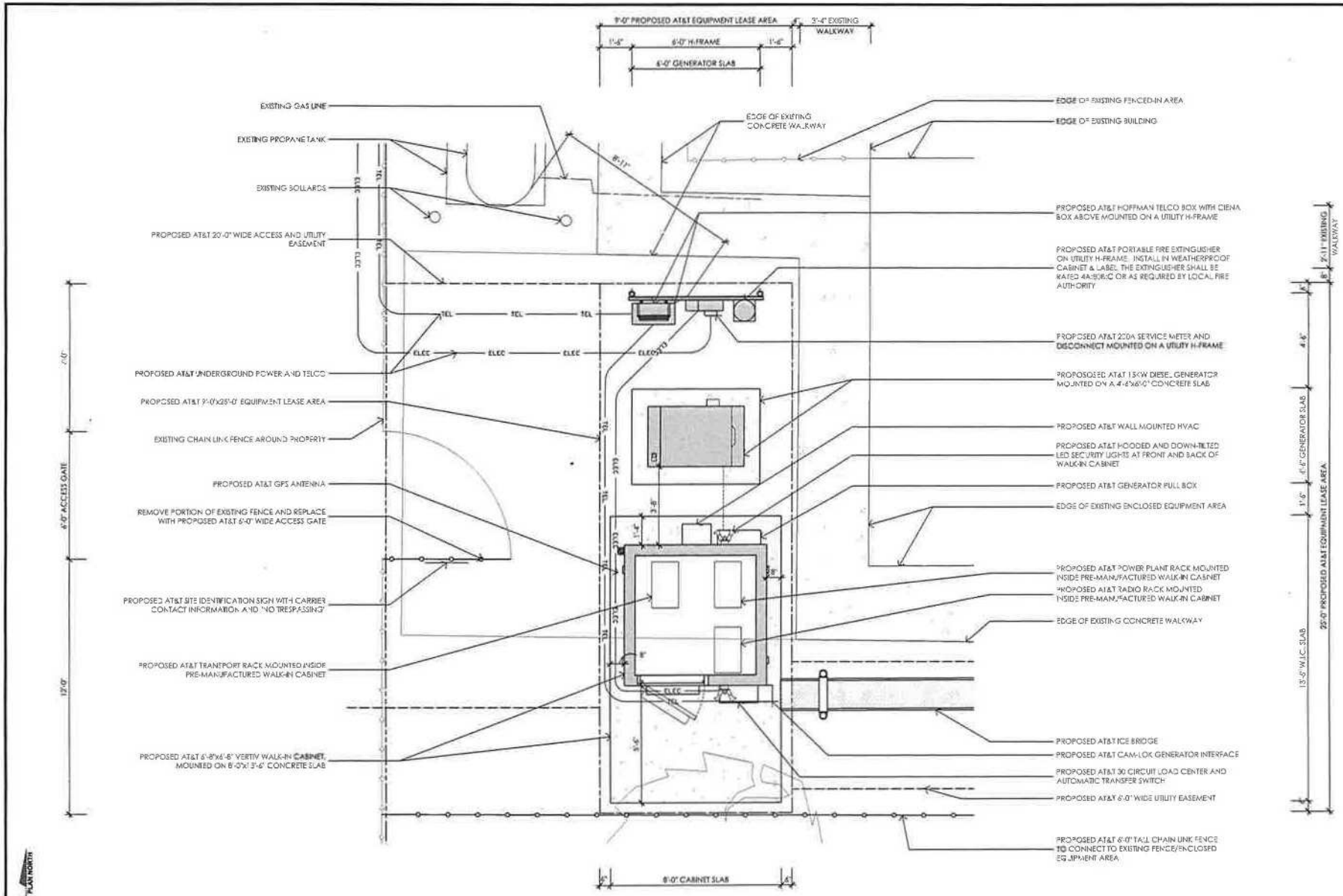
at&t MOBILITY

CVL01150
Columbus St. &
Riverside Drive
716 Columbia Street
Madera, CA 93638
PLOT PLAN AND
SITE TOPOGRAPHY

REVISIONS			
REV	04-27-18 Preliminary Drawing	ASC	RE
REV	05-23-18 per site comm	ASC	RE
REV	05-17-18 per ant. added	ASC	RE
REV			
REV			

Sheet
C-1


THIS IS NOT A SITE SURVEY
ALL PROPERTY BOUNDARIES, ORIENTATION (TRUE NORTH AND SCALE) HAVE BEEN OBTAINED FROM A TAX PARCEL MAP AND EXISTING DRAWINGS AND ARE APPROXIMATE.
NOTES:
1. NO GRADING OR PERMANENT CONSTRUCTION SHALL OCCUR W. MIN. 20' LINES OF TREE THAT ARE TO REMAIN WITHOUT ARBORIST APPROVAL.
2. PRIOR TO CONSTRUCTION, GENERAL CONTRACTOR TO CONTACT DIG ALERT TO MARK OUT EXISTING UNDERGROUND UTILITIES. IN THE EVENT OF CONFLICTS, CONTRACTOR TO CONTACT PDC.
E. SOUTH STREET
EXISTING CONCRETE DRIVEWAY
EXISTING CONCRETE SIDEWALK
EXISTING JOINT UTILITY POLE, PROPOSED AT&T POWER AND TELCO P.O.F.
APN: 003-021-001
EXISTING ACCESS GATES
EXISTING CONCRETE AREA
EXISTING STAND PIPE
EXISTING PROPANE TANK
EXISTING BOLLARDS
PROPOSED AT&T UNDERGROUND POWER AND TELCO (164'-0")
APN: 003-021-002
PROPOSED AT&T 6'-0" WIDE UTILITY EASEMENT
REMOVE PORTION OF EXISTING FENCE AND REPLACE WITH PROPOSED AT&T 6'-0" WIDE ACCESS GATE
PROPOSED AT&T 20'-0" WIDE ACCESS AND UTILITY EASEMENT
PROPOSED AT&T 9'-0"x25'-0" AT&T LEASE AREA
APPROXIMATE CENTERLINE OF EXISTING UNDERGROUND PIPELINE
SEE EQUIPMENT LAYOUT PLAN 1/A-2.1
APN: 003-021-003
EXISTING CHAIN LINK FENCE AROUND PROPERTY
EXISTING TREES TO REMAIN
APN: 003-021-004
ALLEY WAY
EXISTING CONCRETE AREA
EXISTING STAIR
APN: 003-021-008
PROPERTY LINE
PROPOSED AT&T 6'-0" TALL CHAIN LINK FENCE TO CONNECT TO EXISTING FENCE/BUILDING
EXISTING FENCED-IN AREA
EXISTING BUILDING
EXISTING ENCLOSED EQUIPMENT AREA
EXISTING CHAIN LINK FENCE ENCLOSURE AND ACCESS GATE AROUND WATER TOWER ACCESS LADDER. PROPOSED AT&T ACCESS
EXISTING CITY OF MADERA ANTENNAS ON WATER TANK CATWALK/RIM TO BE REMOVED AND RELOCATED TO THE TOP OF THE WATER TANK BY AT&T, TYPICAL
2/A3.1 SEE ANTENNA LAYOUT AT SECTOR B
SHEET A-3.3 SEE ANTENNA LAYOUT PLANS AT TOP OF WATER TANK
EXISTING CATWALK
1/A3.1 SEE ANTENNA LAYOUT AT SECTOR A
EXISTING WATER TOWER COLUMN. PROPOSED AT&T CABLE CLIMBING LEG
PROPOSED AT&T ICE BRIDGE TO EXISTING WATER TOWER COLUMN
NOTE: PROPOSED AT&T ANTENNAS AND ASSOCIATED EQUIPMENT TO BE PAINTED TO MATCH EXISTING WATER TOWER COLOR
PROPOSED AT&T 6'-0" WIDE NON-EXCLUSIVE UTILITY ACCESS AND UTILITY EASEMENT
PROPOSED AT&T 6'-0" WIDE UTILITY EASEMENT
PROPOSED AT&T 6'-0" TALL CHAIN LINK FENCE TO CONNECT TO EXISTING FENCE/ENCLOSED EQUIPMENT AREA
3/A3.1 SEE ANTENNA LAYOUT AT SECTOR C
EXISTING WATER TOWER
COLUMBIA STREET
EXISTING CITY OF MADERA ANTENNAS ON WATER TANK CATWALK/RIM TO BE REMOVED AND RELOCATED TO THE TOP OF THE WATER TANK BY AT&T, TYPICAL
1/A3.2 SEE ANTENNA LAYOUT AT SECTOR D
EXISTING BUILDING
APN: 003-021-012
PLAN NORTH
NORTH
1 SITE PLAN
1"=10'-0"
0' 2' 10' 20'
1" = 10'-0"
Project No:
CVL01150
COLUMBUS ST. & RIVERSIDE
716 COLUMBIA STREET
MADERA, CA. 93638
PREPARED FOR
at&t
2400 Camino Ramon
San Ramon, California 94583
Vendor:
COMPLETE Wireless Consulting, Inc.
AT&T SITE NO: CVL01150
PROJECT NO: 16122186
DRAWN BY: MWS
CHECKED BY: SV
07/12/18 100% ZD REV 2
06/15/18 100% ZD REV 1
05/22/18 100% ZD
04/27/18 90% ZD
REV DATE DESCRIPTION
Licensure:
ARCHITECT:
MST ARCHITECTS
1220 Rive Park Drive
Sacramento, California 95815
SHEET TITLE:
OVERALL SITE PLAN
SHEET NUMBER:
A-1.1



1 EQUIPMENT AREA PLAN
1/2" = 1'-0"

Issued For:
CVL01150
COLUMBUS ST. & RIVERSIDE
716 COLUMBIA STREET
MADERA, CA. 93638

PREPARED FOR
at&t
2600 Camino Ramon
San Ramon, California 94583

Vendor:
COMPLETE Wireless Consulting, Inc.

AT&T SITE NO:	CVL01150
PROJECT NO:	1622186
DRAWN BY:	MWS
CHECKED BY:	SV

REV	DATE	DESCRIPTION
	07/12/18	100% ZD REV 2
	06/15/18	100% ZD REV 1
	05/22/18	100% ZD
	04/27/18	90% ZD

Licensure:

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Architect:
MST ARCHITECTS
1820 River Park Drive
Sacramento, California 95815

SHEET TITLE:
EQUIPMENT LAYOUT PLAN

SHEET NUMBER:
A-2.1

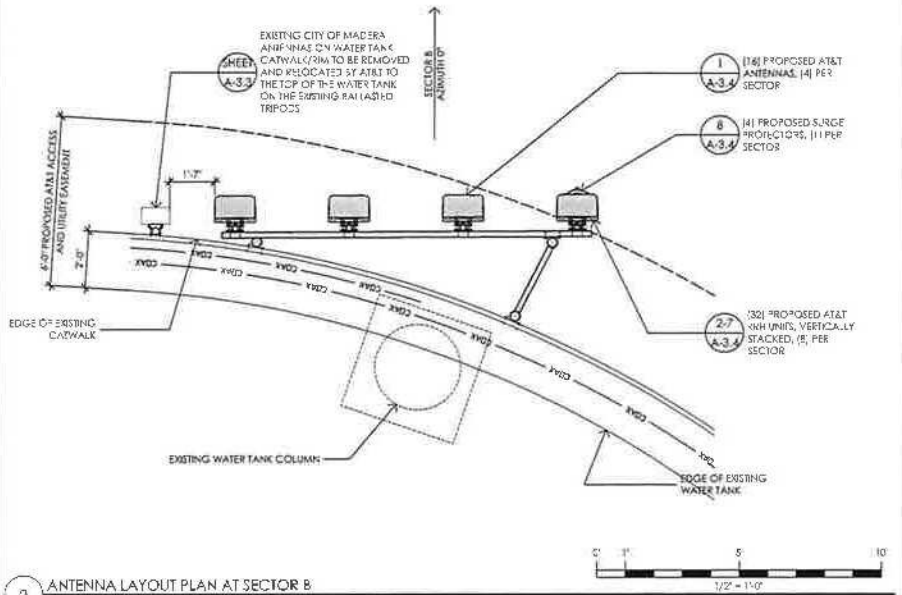
RF SCHEDULE

SECTOR		ANTENNA MODEL NO.	AZIMUTH	CENTERLINE	RRU	TMA	FIBER LENGTH	COAX LENGTH	COAX DIA.	NO. OF RRUS
ALPHA	A1	QUINTEL QS8458-E	90°	±111'-0"	(1) RRUS-11 B12 / (1) 4415 B25	-	±140'-0"	-	-	2
	A2	QUINTEL QS8458-E	90°	±111'-0"	(1) 4478 B14 / (1) 4415 B25	-	±140'-0"	-	-	2
	A3	QUINTEL QS8458-E	90°	±111'-0"	(1) 4478 B5 / (1) 4426 B66	-	±140'-0"	-	-	2
	A4	QUINTEL QS8458-E	90°	±111'-0"	(1) RRUS-E2 B29 / (1) RRUS-32	-	±140'-0"	-	-	2
BETA	B1	QUINTEL QS8458-E	0°	±111'-0"	(1) RRUS-11 B12 / (1) 4415 B25	-	±140'-0"	-	-	2
	B2	QUINTEL QS8458-E	0°	±111'-0"	(1) 4478 B14 / (1) 4415 B25	-	±140'-0"	-	-	2
	B3	QUINTEL QS8458-E	0°	±111'-0"	(1) 4478 B5 / (1) 4426 B66	-	±140'-0"	-	-	2
	B4	QUINTEL QS8458-E	0°	±111'-0"	(4) RRUS-E2 B29 / (1) RRUS-32	-	±140'-0"	-	-	2
GAMMA	C1	QUINTEL QS8458-E	270°	±111'-0"	(1) RRUS-11 B12 / (1) 4415 B25	-	±140'-0"	-	-	2
	C2	QUINTEL QS8458-E	270°	±111'-0"	(1) 4478 B14 / (1) 4415 B25	-	±140'-0"	-	-	2
	C3	QUINTEL QS8458-E	270°	±111'-0"	(1) 4478 B5 / (1) 4426 B66	-	±140'-0"	-	-	2
	C4	QUINTEL QS8458-E	270°	±111'-0"	(1) RRUS-E2 B29 / (1) RRUS-32	-	±140'-0"	-	-	2
DELTA	D1	QUINTEL QS8458-E	180°	±111'-0"	(1) RRUS-11 B12 / (1) 4415 B25	-	±140'-0"	-	-	2
	D2	QUINTEL QS8458-E	180°	±111'-0"	(1) 4478 B14 / (1) 4415 B25	-	±140'-0"	-	-	2
	D3	QUINTEL QS8458-E	180°	±111'-0"	(1) 4478 B5 / (1) 4426 B66	-	±140'-0"	-	-	2
	D4	QUINTEL QS8458-E	180°	±111'-0"	(1) RRUS-E2 B29 / (1) RRUS-32	-	±140'-0"	-	-	2

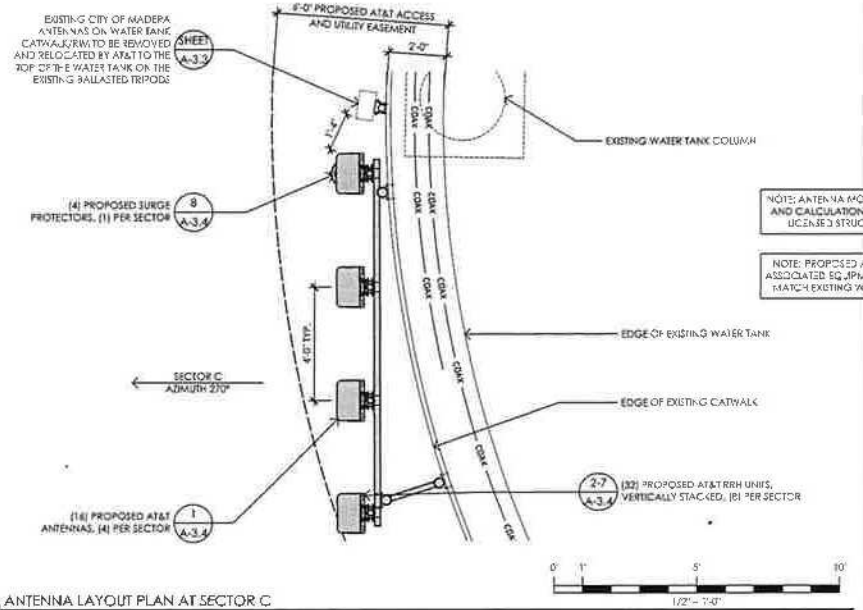
RF DATA SHEET: V: 1.00.1 DATED: 3/20/2018 EQUIPMENT IS PRELIMINARY AND SUBJECT TO CHANGE

NOTE: ANTENNA POSITIONS ARE LEFT TO RIGHT FROM THE FRONT OF ANTENNA

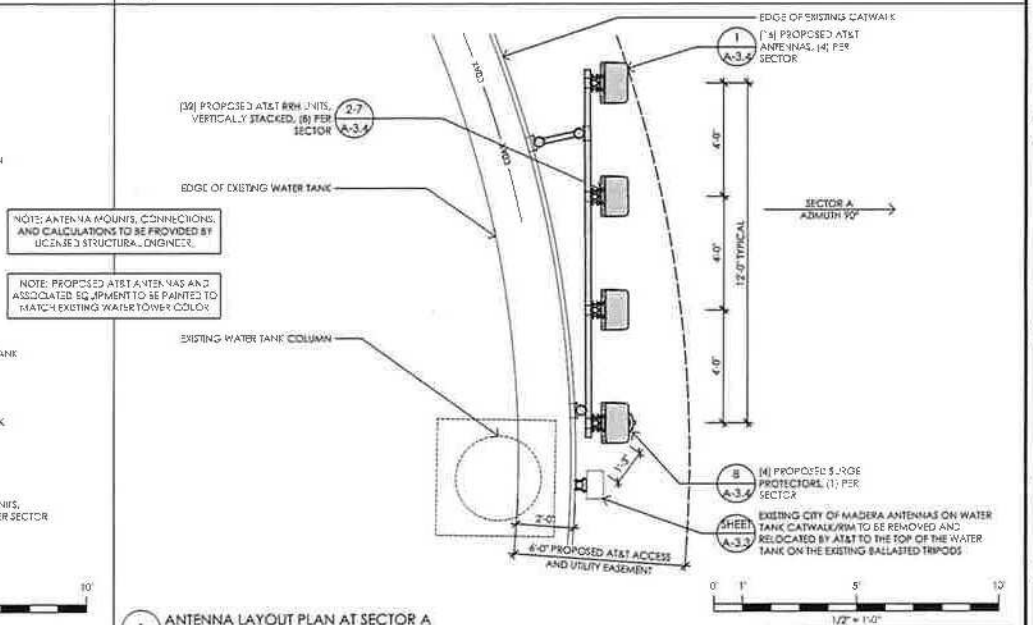
4 RF SCHEDULE
NO SCALE



2 ANTENNA LAYOUT PLAN AT SECTOR B
1/2" = 1'-0"



3 ANTENNA LAYOUT PLAN AT SECTOR C
1/2" = 1'-0"



1 ANTENNA LAYOUT PLAN AT SECTOR A
1/2" = 1'-0"

Issued For:
CVL01150
COLUMBUS ST. & RIVERSIDE
716 COLUMBIA STREET
MADERA, CA. 93638

PREPARED FOR
at&t
2400 Camino Ramon
San Ramon, California 94583

Vendor:
COMPLETE Wireless Consulting, Inc.

AT&T SITE NO:	CVL01150
PROJECT NO:	162.2188
DRAWN BY:	MWS
CHECKED BY:	SV

REV	DATE	DESCRIPTION
	07/12/18	100% ZD REV 2
	06/15/18	100% ZD REV 1
	05/22/18	100% ZD
	04/27/18	90% ZD

LICENSEE

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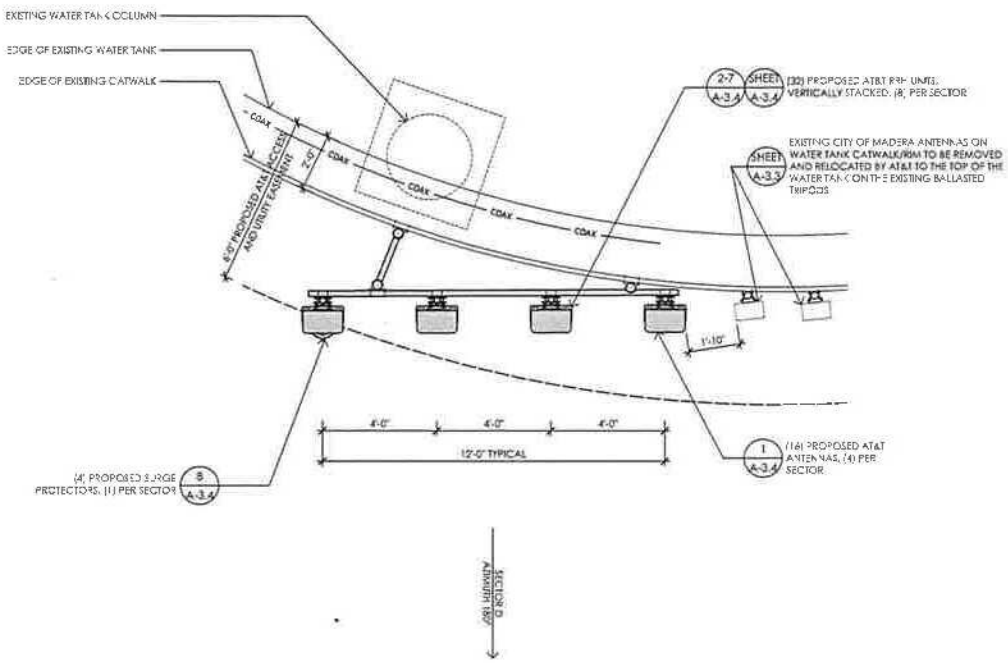
ARCHITECT
MST ARCHITECTS
1320 River Park Drive
Sacramento, California 95815

SHEET TITLE
ANTENNA PLANS AND SCHEDULE

SHEET NUMBER:
A-3.1

NOTE: ANTENNA MOUNTS, CONNECTIONS, AND CALCULATIONS TO BE PROVIDED BY LICENSED STRUCTURAL ENGINEER.

NOTE: PROPOSED AT&T ANTENNAS AND ASSOCIATED EQUIPMENT TO BE PAINTED TO MATCH EXISTING WATER TOWER COLOR



1 ANTENNA LAYOUT PLAN AT SECTOR D
1/2" = 1'-0"

0' 1' 5' 10'
1/2" = 1'-0"

Issued For:
CVL01150
COLUMBUS ST. & RIVERSIDE
716 COLUMBIA STREET
MADERA, CA, 93638

PREPARED FOR
at&t
2350 Camino Ramon
San Ramon, California 94583

Vendor:
COMPLETE
Wireless Consulting, Inc.

AT&T SITE NO:	CVL01150
PROJECT NO:	162168
DRAWN BY:	AWS
CHECKED BY:	SV

REV	DATE	DESCRIPTION
	07/12/18	100% ZD REV 2
	06/15/18	100% ZD REV 1
	05/22/18	100% ZD
	04/27/18	90% ZD

Licensee:

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF CALIFORNIA.

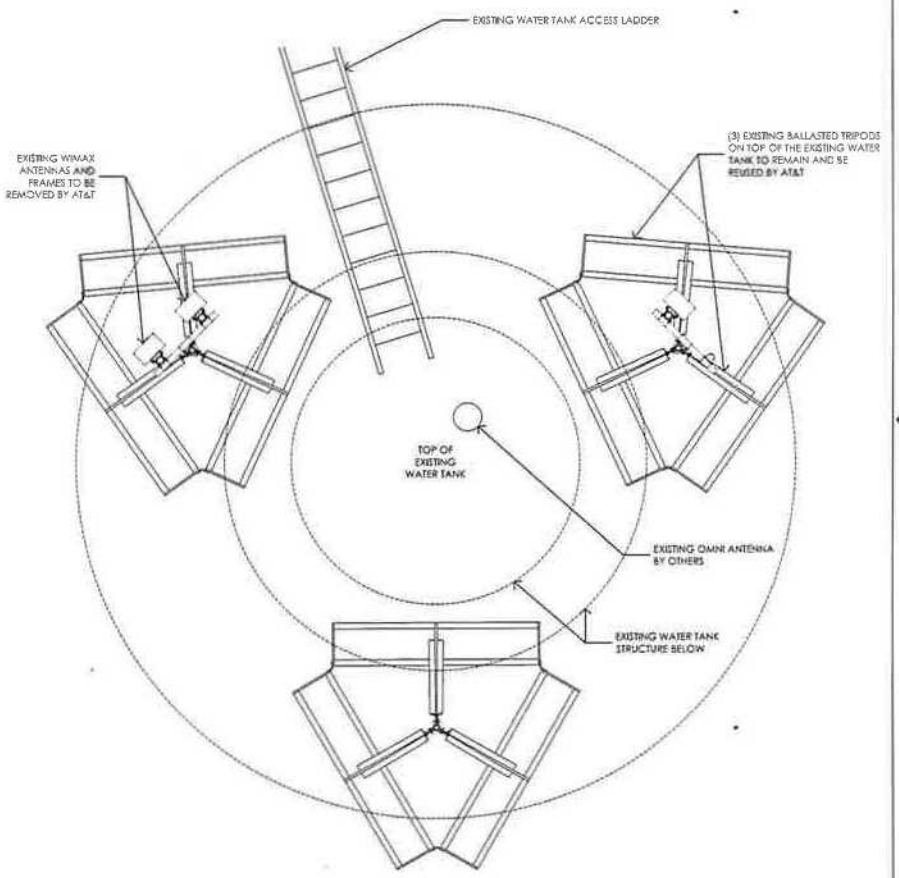
Architect:
MST ARCHITECTS
1531 River Park Drive
Sacramento, California 95815

SHEET TITLE:
ANTENNA PLAN

SHEET NUMBER:
A-3.2

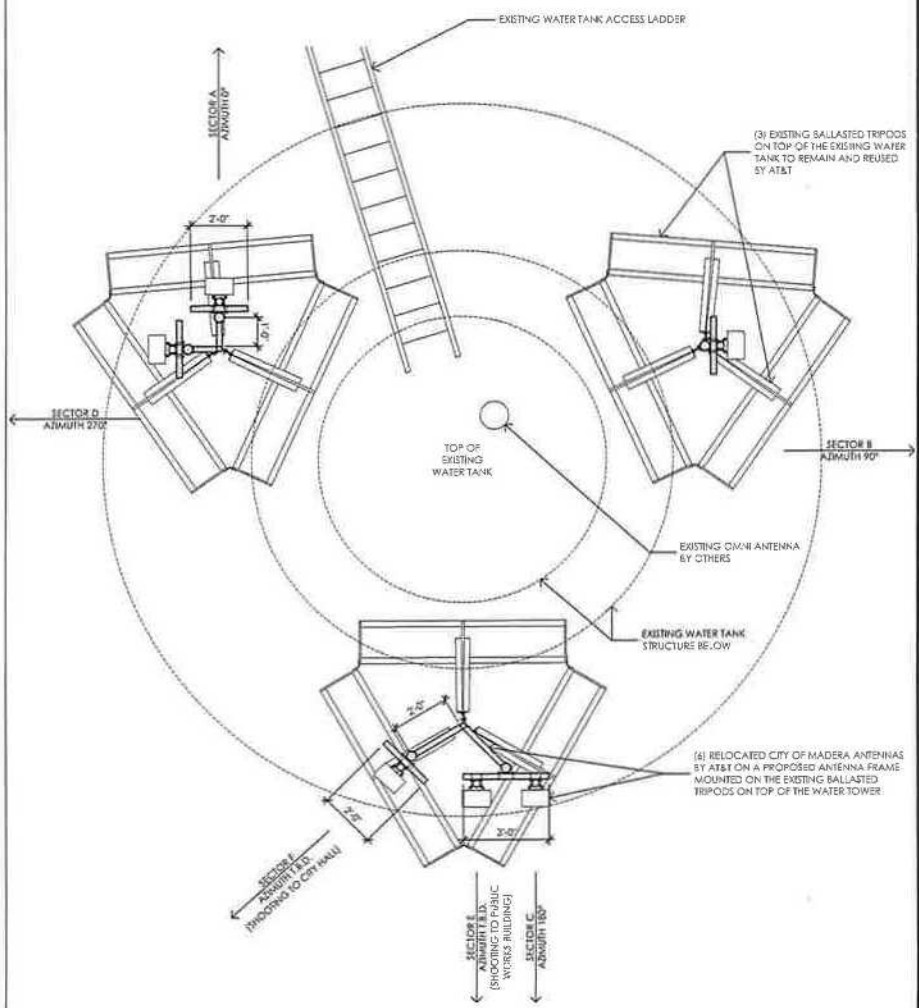
NOTE: ANTENNA MOUNTS, CONNECTIONS, AND CALCULATIONS TO BE PROVIDED BY LICENSED STRUCTURAL ENGINEER.

NOTE: PROPOSED AT&T ANTENNAS AND ASSOCIATED EQUIPMENT TO BE PAINTED TO MATCH EXISTING WATER TOWER COLOR



2 EXISTING ANTENNA LAYOUT PLAN AT TOP OF WATER TANK
1/2" = 1'-0"

0' 1' 5' 10'
1/2" = 1'-0"



1 PROPOSED ANTENNA LAYOUT PLAN AT TOP OF WATER TANK
1/2" = 1'-0"

0' 1' 5' 10'
1/2" = 1'-0"

Issued For:
CVL01150
COLUMBUS ST. & RIVERSIDE
716 COLUMBIA STREET
MADERA, CA, 93638

PREPARED FOR
at&t
2600 Camino Ramon
San Ramon, California 94583

Vendor:
COMPLETE Wireless Consulting, Inc.

AT&T SITE NO:	CVL01150
PROJECT NO:	162128
DRAWN BY:	MWS
CHECKED BY:	SV

REV	DATE	DESCRIPTION
	07/12/18	100% ZD REV 2
	06/15/18	100% ZD REV 1
	05/22/18	100% ZD
	04/27/18	90% ZD

Licensed:

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Architect:
MST ARCHITECTS
1535 River Park Drive
Sacramento, California 95815

SHEET TITLE:
ANTENNA PLANS

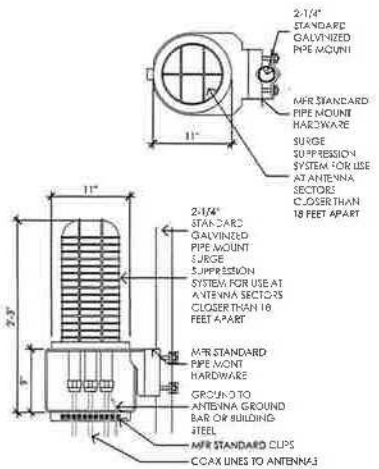
SHEET NUMBER:
A-3.3

RAYCAP DC6-48-60-18-8F & DC6-48-60-0-8F SURGE SUPPRESSION SOLUTION

COLOR: BLACK/SILVER

DIMENSIONS: 11" DIA X 27" TALL W/ 9" BASE

WEIGHT: +/- 50 LBS. (INCLUDING MOUNTING HARDWARE)



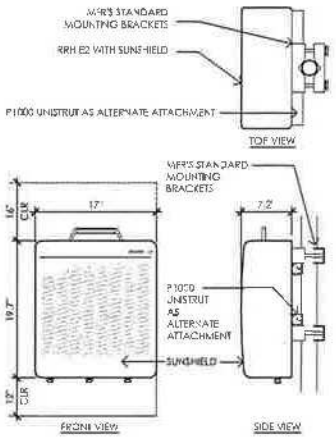
8 DC SURGE SUPRESSION (SQUID)
1-1/2" = 1'-0"

ERICSSON RRH- E2 REMOTE RADIO UNIT

COLOR: WHITE

DIMENSIONS: 19.7" TALL X 17" WIDE X 7.2" DEEP (INCLUDING SUNSHIELD)

WEIGHT: +/- 50 LBS. (INCLUDING MOUNTING HARDWARE)



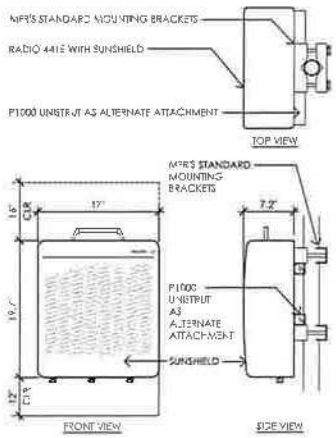
6 ERICSSON RRUS-E2 REMOTE RADIO UNIT
1-1/2" = 1'-0"

ERICSSON RADIO 4415 B25 REMOTE RADIO UNIT

COLOR: WHITE

DIMENSIONS: 16.5" TALL X 13.4" WIDE X 5.9" DEEP (INCLUDING SUNSHIELD)

WEIGHT: +/- 45 LBS. (INCLUDING MOUNTING HARDWARE)



4 ERICSSON RADIO 4415 REMOTE RADIO UNIT
1-1/2" = 1'-0"

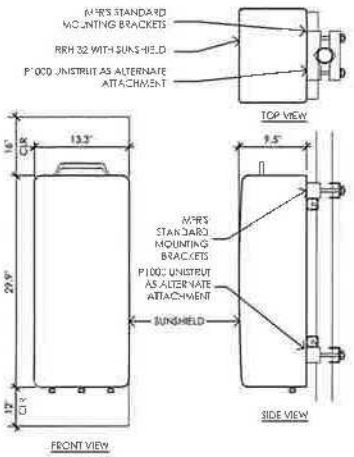
ERICSSON WCS RRH-32

MODEL: KRC161 423/1

COLOR: WHITE

DIMENSIONS: 29.9" TALL X 13.3" WIDE X 9.5" DEEP (INCLUDING SUNSHIELD)

WEIGHT: +/- 77 LBS. (INCLUDING MOUNTING HARDWARE)



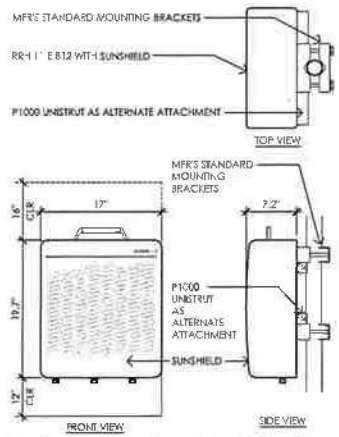
2 ERICSSON WCS RRH-32 REMOTE RADIO UNIT
1-1/2" = 1'-0"

ERICSSON RRH-11 E B12 REMOTE RADIO UNIT

COLOR: WHITE

DIMENSIONS: 19.7" TALL X 17" WIDE X 7.2" DEEP (INCLUDING SUNSHIELD)

WEIGHT: +/- 50 LBS. (INCLUDING MOUNTING HARDWARE)



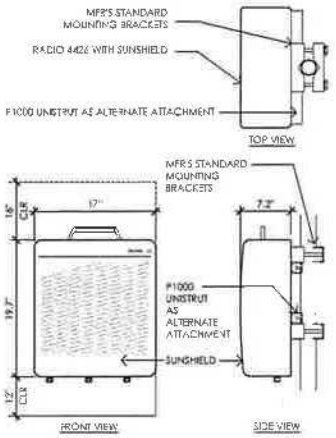
7 ERICSSON RRH-11 E B12 REMOTE RADIO UNIT
1-1/2" = 1'-0"

ERICSSON RADIO 4426 REMOTE RADIO UNIT

COLOR: WHITE

DIMENSIONS: 19.7" TALL X 17" WIDE X 7.2" DEEP (INCLUDING SUNSHIELD)

WEIGHT: +/- 50 LBS. (INCLUDING MOUNTING HARDWARE)



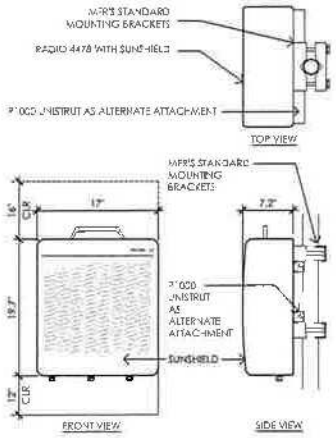
5 ERICSSON RADIO 4426 REMOTE RADIO UNIT
1-1/2" = 1'-0"

ERICSSON RADIO 4478 REMOTE RADIO UNIT

COLOR: WHITE

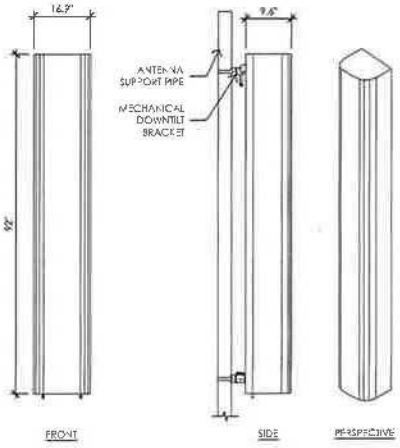
DIMENSIONS: 19.7" TALL X 17" WIDE X 7.2" DEEP (INCLUDING SUNSHIELD)

WEIGHT: +/- 50 LBS. (INCLUDING MOUNTING HARDWARE)



3 ERICSSON RADIO 4478 REMOTE RADIO UNIT
1-1/2" = 1'-0"

EQUIPMENT SUBJECT TO CHANGE



ANTENNA = QUINTEL (QS9458-5)
WEIGHT = 124.7 LBS
DIMENSIONS = 92" (H) x 16.9" (W) x 9.6" (D)

1 PROPOSED ANTENNA SPEC
1" = 1'-0"

CVL01150
COLUMBUS ST. & RIVERSIDE
716 COLUMBIA STREET
MADERA, CA. 93638

PREPARED FOR
at&t
2600 Camino Ramon
San Ramon, California 94583

COMPLETE Wireless Consulting, Inc.

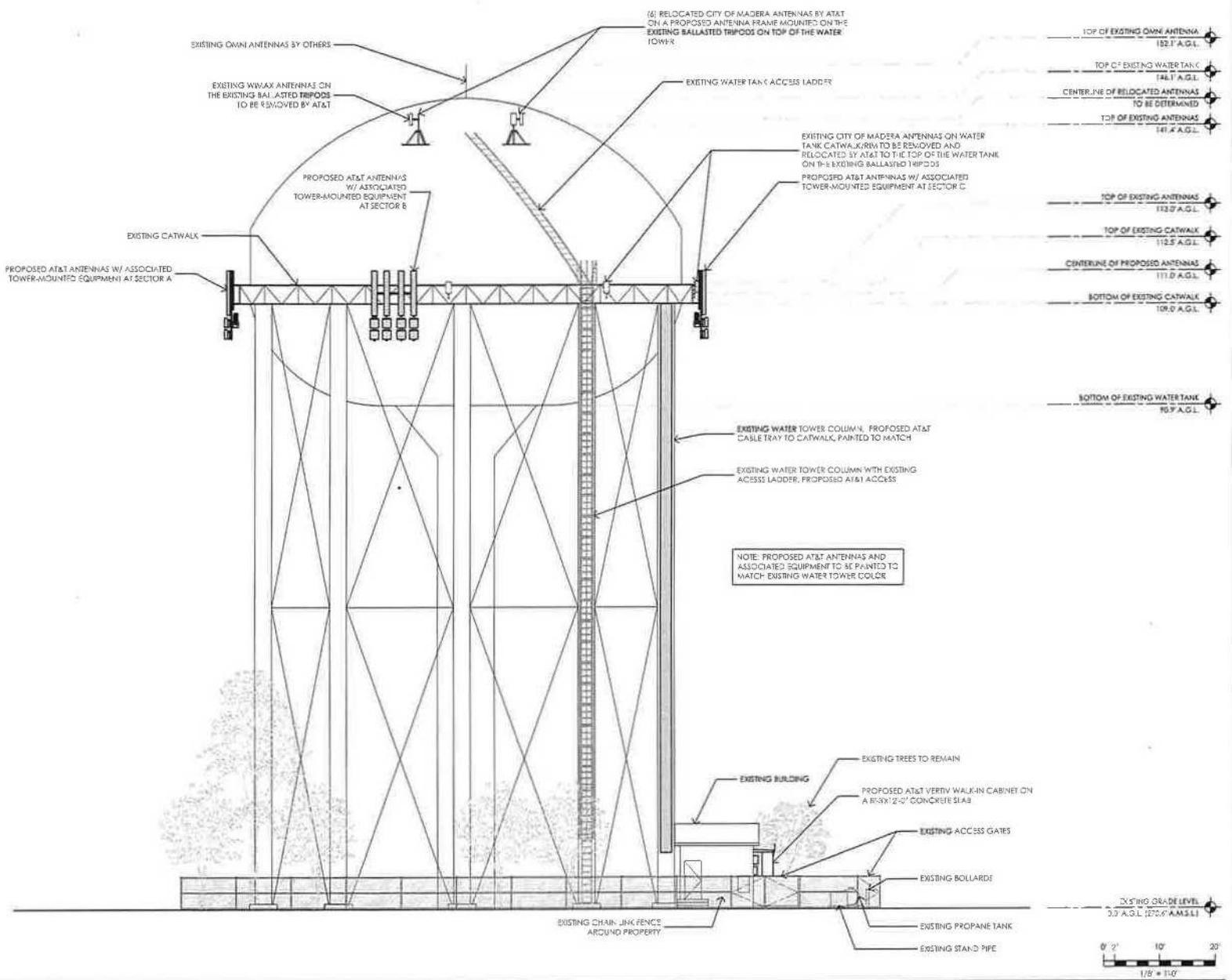
AT&T SITE NO:	CVL01150
PROJECT NO:	162198
DRAWN BY:	MWS
CHECKED BY:	SV

BY	DATE	DESCRIPTION
	07/27/18	100% ZD REV 2
	06/15/18	100% ZD REV 1
	05/22/18	100% ZD
	04/27/18	90% ZD

MST ARCHITECTS
1120 Blue Rock Drive
Sacramento, California 95815

SHEET TITLE:
ANTENNA DETAILS

SHEET NUMBER:
A-3.4



1 NORTH ELEVATION
1/8" = 1'-0"

Issued For:
CVL01150
COLUMBUS ST. & RIVERSIDE
716 COLUMBIA STREET
MADERA, CA. 93638

PREPARED FOR
at&t
2400 Camino Ramon
San Ramon, California 94583

Vendor:
COMPLETE Wireless Consulting, Inc.

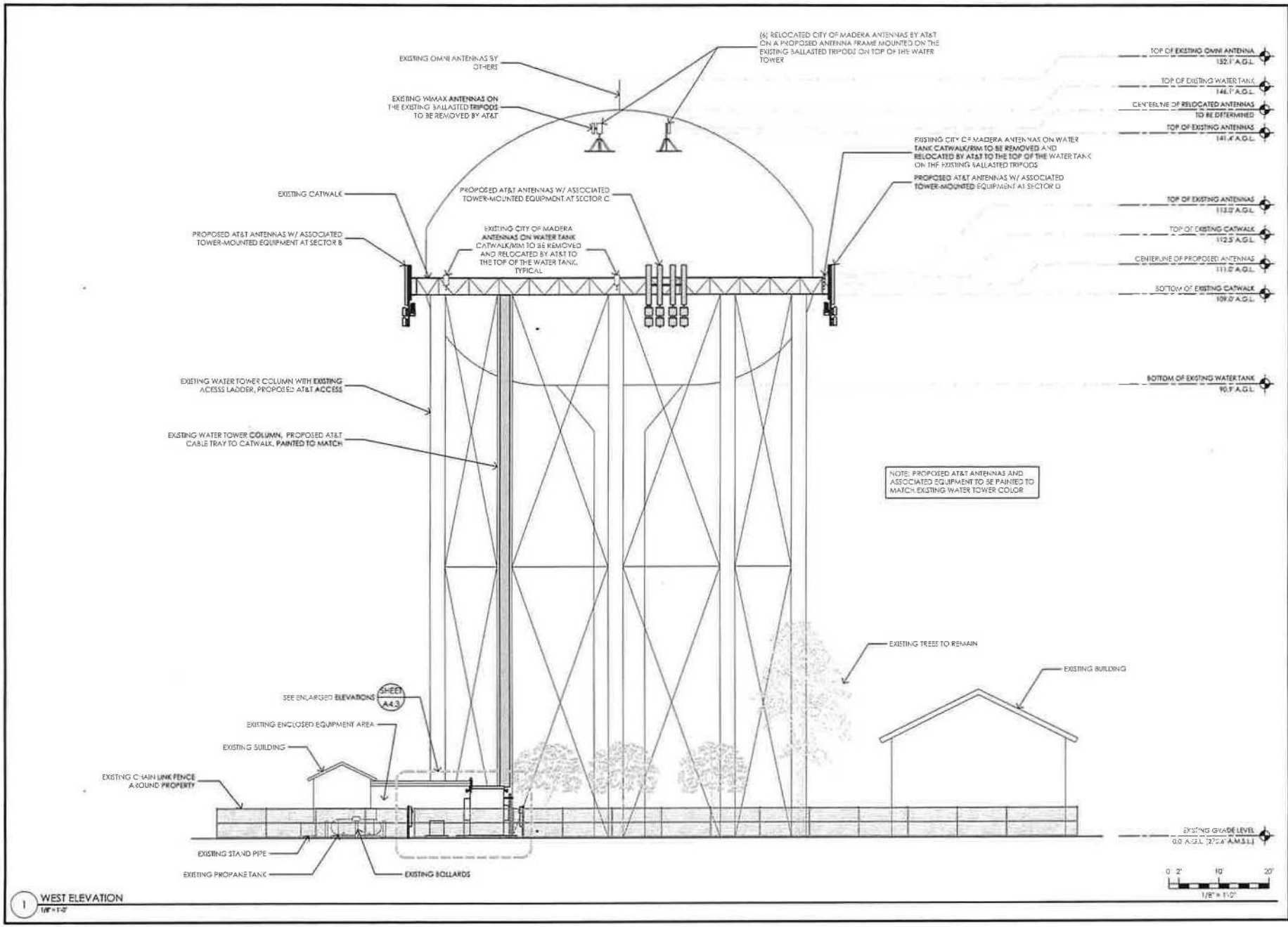
AT&T SITE NO:	CVL01150
PROJECT NO:	162.2186
DRAWN BY:	MWS
CHECKED BY:	SV

REV	DATE	DESCRIPTION
	07/12/18	100% ZD REV 2
	06/13/18	100% ZD REV 1
	05/22/18	100% ZD
	04/27/18	90% ZD

Architect:
MST ARCHITECTS
1820 River Park Drive
Sacramento, California 95815

SHEET TITLE:
PROPOSED ELEVATIONS

SHEET NUMBER:
A-4.1



1 WEST ELEVATION
1/8" = 1'-0"

Issued For:
CVL01150
COLUMBUS ST, & RIVERSIDE
716 COLUMBIA STREET
MADERA, CA, 93638

PREPARED FOR
at&t
2600 Camino Ramon
San Ramon, California 94583

Vendor:
COMPLETE Wireless Consulting, Inc.

AT&T SITE NO:	CVL01150
PROJECT NO:	192186
DRAWN BY:	MWS
CHECKED BY:	SV

REV	DATE	DESCRIPTION
	07/12/19	100% ZD REV 2
	06/15/18	100% ZD REV 1
	05/22/18	100% ZD
	04/27/18	90% ZD

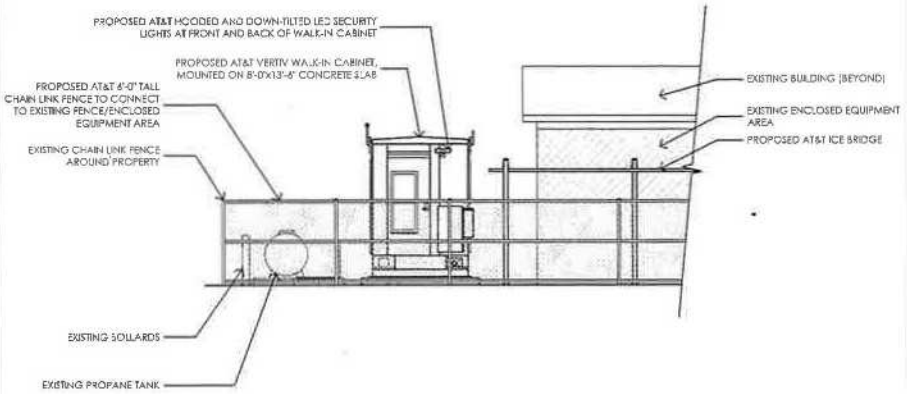
Licensee:

IT IS A VIOLATION OF LAW FOR ANY PERSON OR ENTITY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT

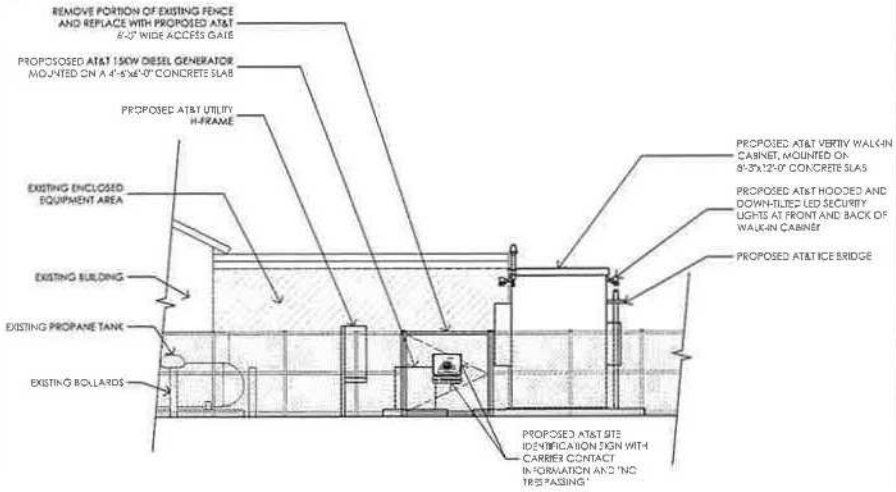
Architect:
MST ARCHITECTS
1323 River Park Drive
Sacramento, California 95815

SHEET TITLE:
PROPOSED ELEVATIONS

SHEET NUMBER:
A-4.2



2 ENLARGED SOUTH ELEVATION
1/4" = 1'-0"



1 ENLARGED WEST ELEVATION
1/4" = 1'-0"

Issued For:

CVL01150
COLUMBUS ST. & RIVERSIDE

716 COLUMBIA STREET
MADERA, CA. 93638

PREPARED FOR

at&t

2600 Camino Ramon
San Ramon, California 94583

Vendor:

COMPLETE
Wireless Consulting, Inc.

AT&T SITE NO:	CVL01150
PROJECT NO:	162.2168
DRAWN BY:	MWS
CHECKED BY:	SV

REV	DATE	DESCRIPTION
	07/12/18	100% ZD REV 2
	06/15/18	100% ZD REV 1
	05/22/18	100% ZD
	04/27/18	90% ZD

Licensee:

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

Architect:

MST ARCHITECTS

1830 River Park Drive
Sacramento, California 95815

SHEET TITLE:

PROPOSED ELEVATIONS

SHEET NUMBER:

A-4.3

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

City of Madera
205 W. 4th Street
Madera, CA 93637

August 17, 2018

Building Staff / Security Staff
City of Madera – Water Tank
716 Columbia Street
Madera, CA 93638

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

_____
Landlord

Recording Requested By
& When Recorded Return To:

New Cingular Wireless PCS, LLC
Attn: Tower Asset Group – Lease Administration
575 Morosgo Drive NE
Atlanta, GA 30324

APN: 003-021-008

(Space Above This Line For Recorder's Use Only)

Cell Site No.: CVL01150
Search Ring Name: Columbus St. & Riverside Dr.
Cell Site Name: Columbus St. & Riverside Dr. (CA)
Fixed Asset No.: 14066698
State: California
County: Madera

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2018, by and between the City of Madera, a municipal corporation, having a mailing address of 205 W. 4th Street, Madera, CA 93637 (hereinafter referred to as "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Structure Lease Agreement ("**Agreement**") on the _____ day of _____, 2018, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with four (4) successive five (5) year options to renew.

3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.

4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

City of Madera,
a municipal corporation

By: _____
Print Name: _____
Its: _____
Date: _____, 2018

By: _____
Print Name: _____
Its: _____
Date: _____, 2018

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____, 2018

[ACKNOWLEDGMENTS APPEAR ON FOLLOWING TWO (2) PAGES]

LANDLORD 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 _____ before me, _____,
(insert name and title of the 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)**

LANDLORD 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 _____ before me, _____,
(insert name and title of the 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)**

TENANT 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 _____ before me, _____,
(insert name and title of the 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)**

EXHIBIT 1

DESCRIPTION OF PREMISES

to the Memorandum of Lease dated _____, 2018, by and between the City of Madera, a municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

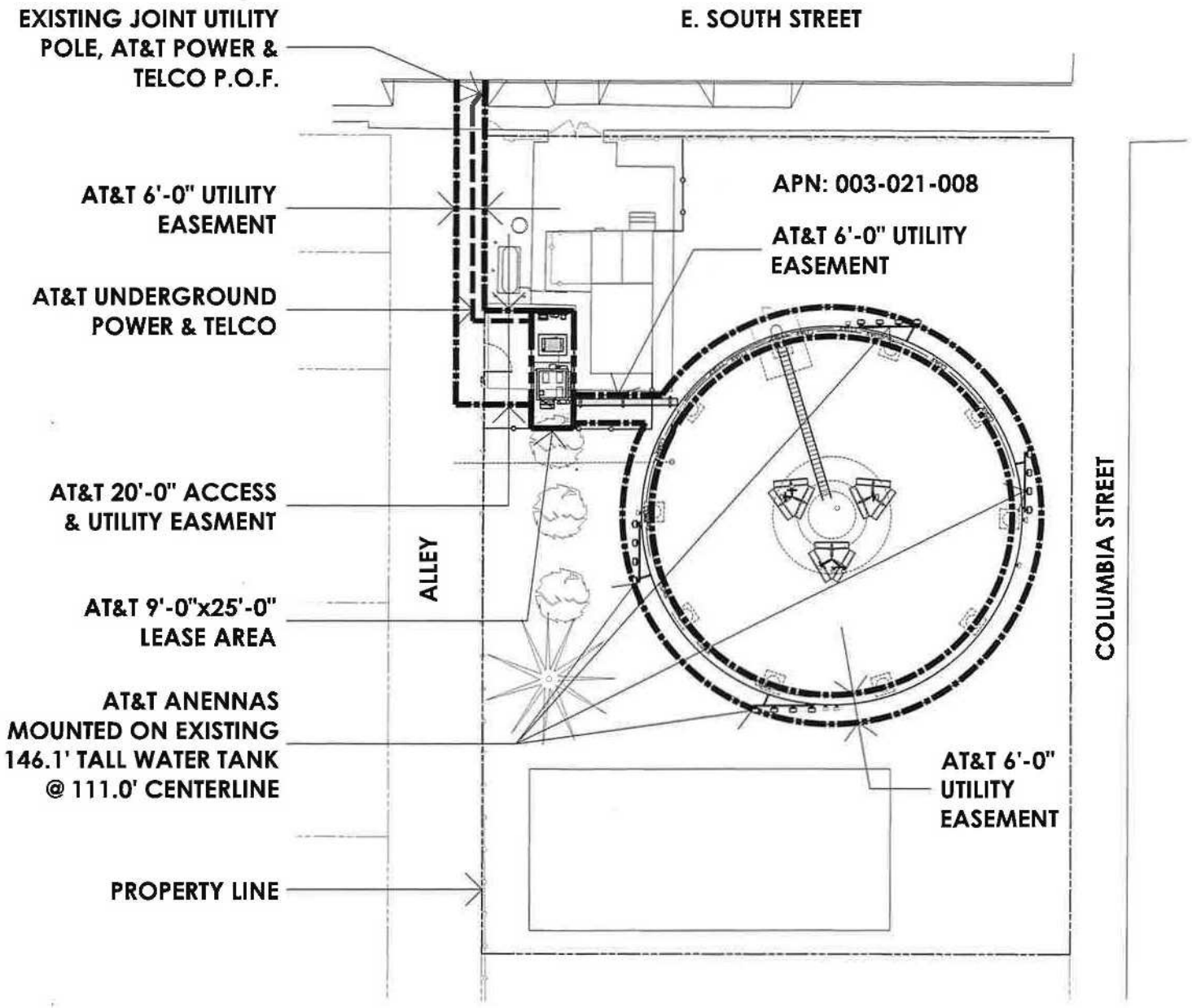
Real property in the City of Madera, County of Madera, State of California, described as follows:

LOTS 26, 27, 28, 29, 30, 31 AND 32 OF DUSTHIMER'S SUBDIVISION OF BLOCK 11, OF DUSTHIMER'S SUBDIVISION TO THE CITY OF MADERA, ACCORDING TO MAP ENTITLED "PLAT OF BLOCK 11, DUSTHIMER'S SUBDIVISION, IN THE MILLER & LUX ADDITION, IN MADERA, CALIFORNIA FILED AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MADERA, ON MARCH 12TH 1894, IN BOOK 1 OF MAPS AT PAGE 7.

APN: 003-021-008

The Premises are described and/or depicted as follows:

[One (1) Page Depiction of the Premises Suitable for Recording in Madera County Appears on Following Page]



MST ARCHITECTS
1520 RIVER PARK DRIVE
SACRAMENTO, CA 95815

at&t

20620 S GRANTLAND AVE
RIVERDALE, CA 93656

LEASE / MOL EXHIBIT

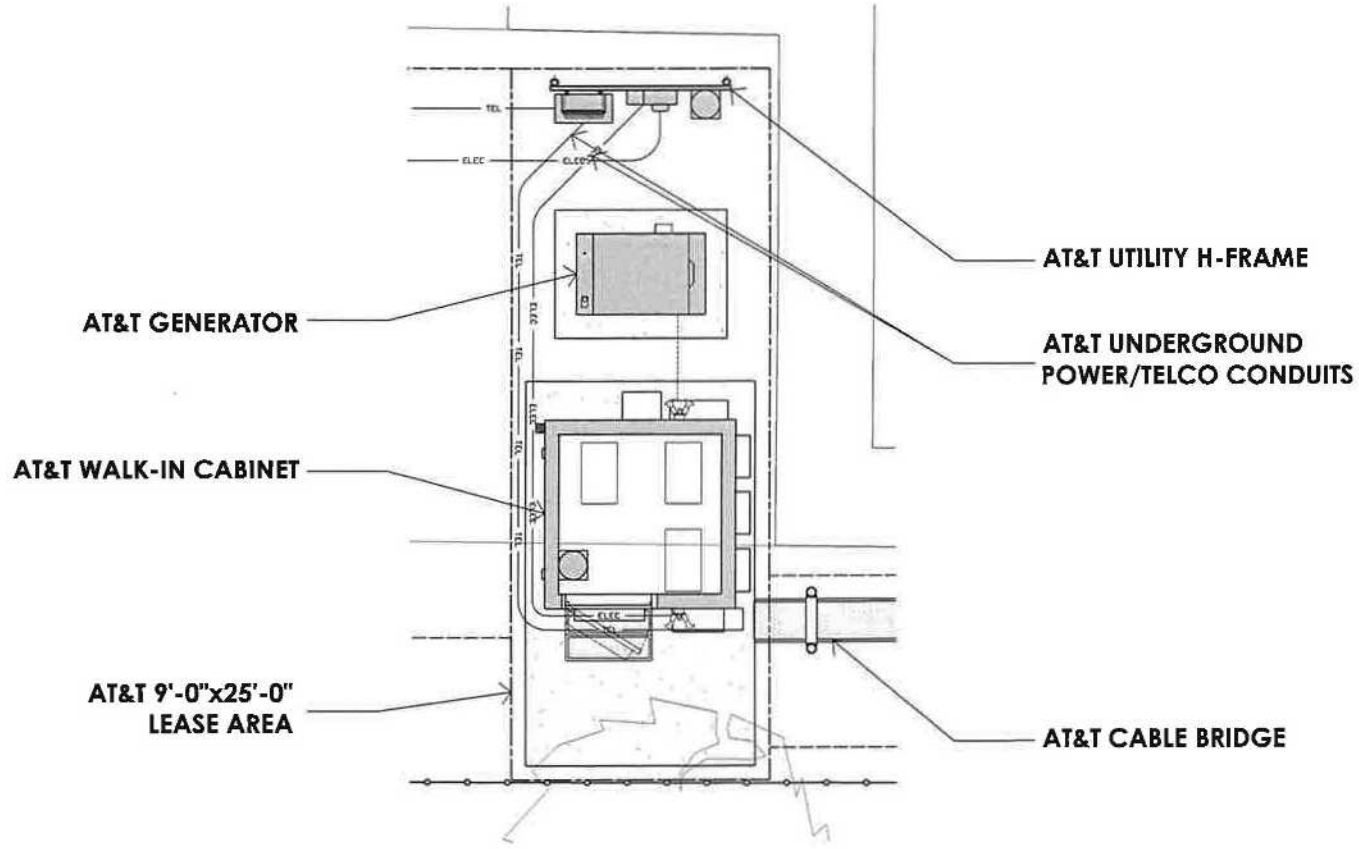
PROJECT NAME:
COLUMBUS ST. & RIVERSIDE DRIVE

NUMBER:
CVL01150

ADDRESS:
716 COLUMBIA STREET
MADERA, CA 93638

EXHIBIT
1
1 OF 3

SCALE: N.T.S.



MST ARCHITECTS
1520 RIVER PARK DRIVE
SACRAMENTO, CA 95815

at&t

10735 STATE HWY 33, GUSTINE, CA 95322

LEASE / MOL EXHIBIT

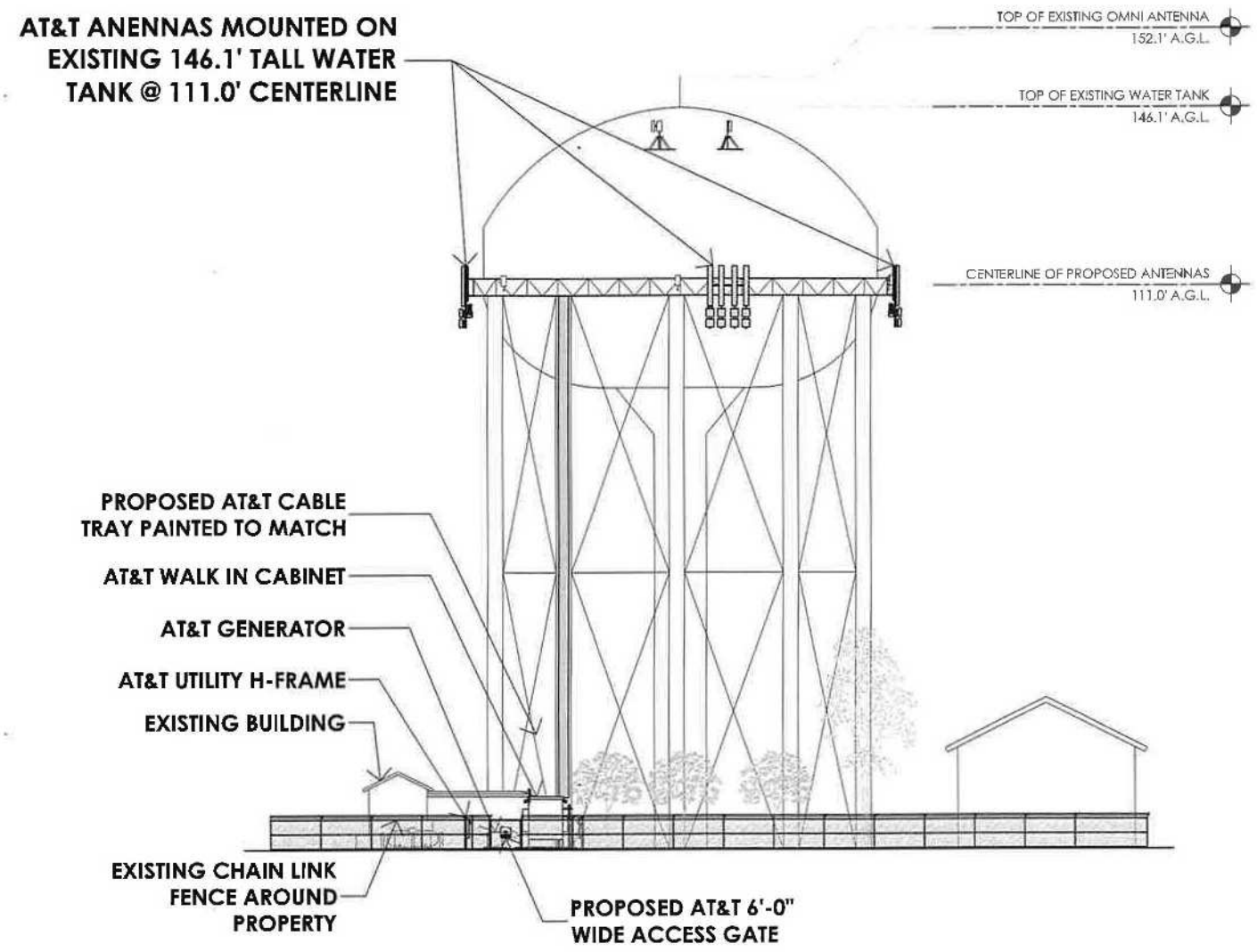
PROJECT NAME:
COLUMBUS ST. & RIVERSIDE DRIVE

NUMBER:
CVL01150

ADDRESS:
716 COLUMBIA STREET
MADERA, CA 93638

EXHIBIT 1
2 OF 3

SCALE: N.T.S.



MST ARCHITECTS
1520 RIVER PARK DRIVE
SACRAMENTO, CA 95815

at&t

10735 STATE HWY 33,
GUSTINE, CA 95322

LEASE / MOL EXHIBIT

PROJECT NAME:
COLUMBUS ST. & RIVERSIDE DRIVE

NUMBER:
CVL01150

ADDRESS:
716 COLUMBIA STREET
MADERA, CA 93638

EXHIBIT 1
3 OF 3

SCALE: N.T.S.

Return to Agenda

REPORT TO CITY COUNCIL

Approved By:

Department Director

Steve Frazier
City Administrator

Council Meeting of September 19, 2018
Agenda Item Number B-4

SUBJECT: **CONSIDERATION OF A RESOLUTION APPROVING THE AWARD OF CONTRACT FOR MADERA TRANSIT CENTER CITY PROJECT NO. TRANS-1, IN THE AMOUNT OF $3,838,500 TO BMY CONSTRUCTION GROUP, INC., AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10%, CONSTRUCTION INSPECTION AND MANAGEMENT OF UP TO 10%, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY**

CONSIDERATION OF A RESOLUTION APPROVING A CONTRACT WITH KRAZAN & ASSOCIATES, INC., FOR ON-DEMAND TESTING SERVICES NOT TO EXCEED $25,000 FOR THE MADERA TRANSIT CENTER CITY PROJECT NO. TRANS-1, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

RECOMMENDATION:

1. Adoption of a Resolution:
   a. Approving the award of the contract for Madera Transit Center City Project No. Trans-1, in the amount of $3,838,500 to BMY Construction Group, Inc.
   b. Authorizing Construction Contingencies of up to 10% as approved by the City Engineer.
   c. Authorizing Contingencies of up to 10% for Construction Inspection and Management as approved by the City Engineer.
   d. Approving the contract with Krazan & Associates for On-Demand Testing Services not to exceed $25,000, as approved by the City Engineer.
   e. Authorizing the Mayor to execute the contracts on behalf of the City.

SUMMARY:

The low bid of $3,838,500 received for the project is approximately 8.9 percent below the Engineer's Cost Estimate of $4,322,631. The low bidder meets all the requirements necessary to be awarded the construction contract. The project funding is included in the current 2018/19 City budget.

DISCUSSION:

The Project consists of constructing a 3,200 square foot building that includes transit staff offices, lobby/reception area, conference/training room, dispatch room, fare box room, break room, lockers, restrooms, storage room and data/communications room. A wash building will also be constructed that includes bus wash equipment and sand-oil interceptor. The building is designed to provide an additional 1200 square feet for growth expected in the next twenty years.

The new Madera Transit Center will be fully landscaped, with parking areas for staff and visitors. The MTC facility will provide parking for the current 22 transit buses and space for an additional 14 buses. A perimeter fence will be constructed along with other security features included in the construction of the new fire station.

The site work consists of constructing a fully paved access road into the facility including curbs, gutters, sidewalks and ADA ramps. Sewer, water and storm drains will be extended from the adjacent street to provide services to the new building. Included in the construction is the installation of 15 LED streets lights for the access road and perimeter of the facility.

The project includes a joint utility trench for installation of PG&E, AT&T and Comcast conduit to serve the facility, inclusive of required manholes and ground vaults. PG&E, AT&T and Comcast will provide a new transformer for the building and install cabling/wiring as required to energize and/or to activate their facilities. The costs for extension of utilities will be determined upon completion of the Rule 16 requirements for the project.

The City Engineering Division will provide Construction Management for the overall project and Construction Inspection for the site work. The City's Building Division will provide building inspections for compliance with the Building Code and Building Permit requirements.

Stantec Architecture, Inc., the design architect will provide services during construction as required for completion of the project as the construction phase was included in their initial contract and approved by the City Council.

Materials testing, compaction testing and testing as required for construction of the site work and building will be performed by Krazan & Associates, Inc. The testing will be performed on an on-demand basis as directed and approved by the City Engineer at a cost not anticipated to exceed $25,000. Krazan & Associates, Inc., was selected to provide a Geotechnical Investigation for the project site and the project report is incorporated into the specifications

SITUATION:

The "Notice Inviting Bids" was duly noticed. Plans and specifications were distributed to various building exchanges and made available to contractors and sub-contractors. The plans and specifications were also posted on the City of Madera's website and EBidBoard.com, which is a project listing service for contractors.

On August 29, 2018, the City received the two bids listed below:

BIDDERS NAME:	**BID AMOUNT**:
1. BMY Construction Group, Inc.	$3,838,500
2. Marko Construction Group	$4,274,263
Engineers Opinion of Project Cost.....	$4,322,631

All bids were checked for accuracy of the bid extensions and required bid documents were checked for compliance with requirements of the specifications. The validity of contracting licenses and bid security were also checked. It has been determined that BMY Construction Group, Inc. has submitted the lowest responsive and responsible bid that meets all the contract requirements.

FINANCIAL IMPACT:

The New Transit Operations Facility Project is included in the adopted FY 2018/19 City Budget–Capital Improvement Program with $2,141,000 of PTMISEA funds, $300,000 of FTA Section 5307 funds CA-90-Z193-00 grant and $3,284,990 FTA Section 5307 funds CA-2018-061-00 grant. These funds are programmed for the design and construction of the Project in the 2018 Federal Transportation Improvement Program approved by the Madera County Transportation Authority.

Low Bid Amount:	$3,838,500
Contract Construction Contingency (10%):	383,850
Construction Inspection & Management (10%):	383,850
QA Project Testing Services:	25,000
Total Project Construction Cost.....	$4,631,200

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Meeting components of Strategy 121 to develop a city-wide multi-modal transportation plan and facilities to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

RESOLUTION NO. 18-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AWARD OF CONTRACT FOR MADERA TRANSIT CENTER CITY PROJECT NO. TRANS-1, IN THE AMOUNT OF $3,838,500 TO BMY CONSTRUCTION GROUP, INC., AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10%, CONSTRUCTION INSPECTION AND MANAGEMENT OF UP TO 10%, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACTS ON BEHALF OF THE CITY

WHEREAS, The Engineering Department advertised a solicitation for bids for the Madera Transit Center City Project No. Trans-1, and

WHEREAS, Sealed bids were received and opened by the City Engineer; and

WHEREAS, Funding for project construction is programmed in the City's FY 2018/19 Budget, and

WHEREAS, On August 24, 2015, a Categorical Exclusion Determination was approved for the project pursuant to the provisions of the National Environmental Protection Act (NEPA). The project will not have a significant effect on the environment.

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

1. The above recitals are true and correct.
2. The City Council has reviewed and considered all information presented including the report to the City Council from the Engineering Department.
3. The City finds that BMY Construction Group, Inc., is the lowest responsible and responsive bidder.
4. The contract for the Madera Transit Center City Project No. Trans-1, a copy of which is on file in the office of the City Clerk and which is referred to for more particulars, is hereby approved.
5. Construction Contingencies of up to 10% of the contract amount as approved by the City Engineer are hereby authorized.
6. Construction Inspection and Management Contingencies of up to 10% of the contract amount as approved by the City Engineer are hereby authorized.
7. The Mayor is authorized to execute the contract on behalf of the City.
8. This Resolution is effective immediately upon adoption.

* * * * * * * * *

RESOLUTION NO. 18-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A CONTRACT WITH KRAZAN & ASSOCIATES, INC., FOR ON-DEMAND TESTING SERVICES NOT TO EXCEED $25,000 FOR THE MADERA TRANSIT CENTER CITY PROJECT NO. TRANS-1, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

WHEREAS, The City of Madera is undertaking construction of the new Madera Transit Center City Project No. Trans-1, and

WHEREAS, The Engineering Department selected Krazan & Associates, Inc., to provide Professional Geotechnical Services for the Madera Transit Center City Project No. Trans-1, and

WHEREAS, Krazan & Associates has provided a Geotechnical Engineering Investigation report for the Madera Transit Center site that is incorporated in the specifications; and

WHEREAS, Krazan & Associates, Inc., to shall provide Professional On-Demand Materials Testing Services for the Madera Transit Center City Project No. Trans-1, and

WHEREAS, Funding for project construction is programmed in the City's FY 2018/19 Budget, and

WHEREAS, the City Engineer has prepared and agreement for such services with Krazan & Associates, Inc. that is on file in the office of the City Clerk of the City of Madera and the "Agreement" is referred to for more particulars.

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

1. The above recitals are true and correct.
2. The City Council has reviewed and considered all information presented including the report to the City Council from the Engineering Department.
3. The Agreement for such services is approved in an amount not to exceed $25,000 with Krazan & Associates, Inc. as approved by the City Engineer.
4. The Mayor is authorized to execute the contract on behalf of the City.
5. This Resolution is effective immediately upon adoption.

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AGREEMENT

THIS AGREEMENT, made this 19th day of September, 2018, between the City of Madera, hereinafter called **"OWNER"**, and BMY Construction Group, 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 **MADERA TRANSIT OPERATIONS FACILITY CITY PROJECT NO. TRANS-1, FEDERAL TRANSIT ADMINISTRATION GRANT PROJECT NO. CA-90-Z193-02 PTMISEA GRANT, NEW TRANSIT FACILITY**

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 $3,838,500.00, 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) State Standard Plans and Specifications ISSUE MAY 2015
(L) PLANS and SPECIFICATIONS prepared or issued by **CITY OF MADERA, entitled " MADERA TRANSIT OPERATIONS FACILITY CITY PROJECT NO. TRANS-1, FEDERAL TRANSIT ADMINISTRATION GRANT PROJECT NO. CA-90-Z193-02 PTMISEA GRANT, NEW TRANSIT FACILITY".** Project Plans prepared or issued by the City of Madera Engineering Department, Explanation of Bid Items, Technical Specifications, City of Madera Standard Specifications and Drawings dated January 2018.

Addenda Nos. 1, dated 07/18/18
Addenda Nos. 2, dated 07/31/18
Addenda Nos. 3, dated 08/17/18
Addenda Nos. 4, dated 08/22/18
Addenda Nos. 5, dated 08/24/18

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount **of Four Hundred Dollars ($400.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. In accordance with the provisions of Article 5, Chapter I, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part I, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars ($50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such

payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars ($25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR** under him. It is the **CONTRACTOR'S** responsibility to ensure compliance by both itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars ($30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

(a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents **CONTRACTORS** in a specific trade from the 1 to 5 ratio on a local or statewide basis the member **CONTRACTORS** will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars ($25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER.** No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR.**

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

16. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **OWNER** and the **CONTRACTOR**. It is specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

17. **Contractor** 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 Sub-consultant, 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 called "INSURANCE REQUIREMENTS FOR **CONTRACTOR**", **pages 36-37** of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or BMY Construction Group, 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, BMY Construction Group, 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 BMY Construction Group, Inc.;
2. A failure by BMY Construction Group, Inc.to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by BMY Construction Group, Inc.to City.

In no event shall any payment by City or acceptance by BMY Construction Group, 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 BMY Construction Group, Inc. the

repayment to City of any funds disbursed to BMY Construction Group, 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
205 W. 4th Street
Madera, Ca 93637

To the Contractor BMY Construction Group, Inc.
5485 E. Olive Avenue
Fresno, CA 93727

Notices. All notices and communications from the BMY Construction Group, 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 BMY Construction Group, 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 BMY Construction Group, 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 BMY Construction Group, Inc.in connection to the Project and correctly sets forth the obligations of the City and BMY Construction Group, 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.

29. Assignment-Neither the BMY Construction Group, Inc. Nor City will assign its interest in this Agreement without the written consent of the other.

30. During the performance of this Agreement, the Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

31. 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:

_____
J. Brent Richardson, City Attorney

ATTEST:

_____
Sonia Alvarez, City Clerk

BY: _____
Herein Called CONTRACTOR

BY: _____

_____
Federal Tax I.D. No.

_____
Contractor License Number

_____
DIR Registration Number

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____, 2018 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)

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor 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

- Contractor 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 forms CG 20 10 and CG 20 37 to provide 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 Contractor 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. Contractor 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

Contractor 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 Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Contractor 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 Contractor, or others providing insurance

evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor 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)
Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor 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 Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation
Contractor 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
Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance
Contractor 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.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Contractor shall indemnify, defend and hold harmless, CITY OF MADERA, AND ITS OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS OF THE ABOVE from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Entity.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

City of Madera
(Name of Owner)

205 West 4th Street, Madera CA 93637
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents, and also by the provisions of Part 2, Title 14, Chapter 2 of the California Code of Civil Procedure (Section 995.010, et seq.) and of Section 3247, et seq. of the California Civil Code.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ___ day of ____, 2018 a copy of which is hereto attached and made a part hereof for the construction of:

"MADERA TRANSIT OPERATIONS FACILITY
CITY PROJECT NO. TRANS-1,
FEDERAL TRANSIT ADMINISTRATION GRANT
PROJECT NO. CA-90-Z193-02
PTMISEA GRANT, NEW TRANSIT FACILITY"

NOW, THEREFORE, if the Principal and all subcontractors shall promptly make payment to all mechanics, material men, contractors, subcontractors, lessors of equipment, artisans, architects, registered engineers, licensed land surveyors, machinists, builders, teamsters and laymen and all persons and laborers of every class performing labor upon or bestowing skill or necessary services on or furnishing materials or leasing equipment to be used or consumed in or furnishing appliances, teams or power contributing to the work described in the above mentioned contract, and to any other persons named in Section 3181 of the California Civil Code, and of amounts due under the Employment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld and paid over the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance code, with respect to such work and labor, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that this obligation shall inure to the benefit of all persons named in Section 3181 of the California Civil code, and all such claimants and their assigns shall have a right of action in any suit brought upon this bond.

PROVIDED FURTHER, that no suit, action or other proceeding to recover on this bond shall be maintained unless commenced within six (6) months from the completion of the work described in the above mentioned contract, as "completion" is defined in Section 3086 of the California Civil Code.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract of accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in THREE counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2018.

ATTEST:

_____
Principal

BY: _____(s)

_____
(Principal) Secretary

(Seal)

_____
(Witness as to Principal)

_____
(Address)

_____

ATTEST:

_____
(Surety) Secretary

_____
(Surety)

(SEAL)

_____
Witness as to Surety

BY: _____
Attorney in Fact

_____
(Address)

_____
(Address)

_____

_____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

City of Madera
(Name of Owner)

205 West 4th Street, Madera CA 93637
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, ($) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____, 2018 a copy of which is hereto attached and made a part hereof for the construction of:

"MADERA TRANSIT OPERATIONS FACILITY
CITY PROJECT NO. TRANS-1,
FEDERAL TRANSIT ADMINISTRATION GRANT
PROJECT NO. CA-90-Z193-02
PTMISEA GRANT, NEW TRANSIT FACILITY"

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in THREE counterparts, each one of which shall be deemed an original, this the _____ day _____ 2018.

ATTEST:_____
Principal

BY: _____(s) _____
(Principal) Secretary

(Seal)

_____ _____
(Witness as to Principal) (Address)

_____

ATTEST:

_____ _____
(Surety) Secretary (Surety)

(SEAL)

_____ BY: _____
Witness as to Surety Attorney in Fact

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

AGREEMENT FOR PROFESSIONAL ON-DEMAND SERVICES FOR MATERIALS TESTING SERVICES FOR MADERA TRANSIT CENTER, CITY PROJECT NO. TRANS-1

This Agreement made and entered into this 19th day of September 2018 between the City of Madera, a municipal corporation of the State of California, hereinafter called **"CITY"**, and Krazan & Associates, Inc., hereinafter called "**ENGINEER**".

WITNESSETH

WHEREAS, CITY plans to construct the Madera Transit Center, City Project No. Trans-1, hereinafter called "the Project"; and

WHEREAS, CITY needs the services of the ENGINEER, for the Materials Testing Services of sewer, water and storm drain pipeline systems, roadway construction and undergrounding of PG&E, AT&T and Comcast utilities to provide services to the new Madera Transit Center, also to provide compaction and materials testing as specified for construction of the Madera Transit Center Building in accordance with the Caltrans Construction Manual and Materials Testing Manual and City of Madera Quality Assure Manual and Uniform Building Code; and

WHEREAS, ENGINEER is qualified and licensed to provide the required professional quality assurance and acceptance testing services required by Caltrans and CITY desires to hire ENGINEER for such purposes.

NOW THEREFORE:

The parties hereto mutually agree as follows:

1. **SERVICES OF ENGINEER:**

CITY hereby hires ENGINEER to provide on-demand quality assurances and acceptance testing services for construction of sewer, water and storm drain pipeline systems, roadway construction and undergrounding of PG&E, AT&T and Comcast utilities to provide services to the new Madera Transit Center to support CITY as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in Section 2 – Scope of Work.

2. **SCOPE OF WORK:**

ENGINEER shall provide the professional on-demand quality assurance and acceptance testing services for quality control management of bridge construction and roadway materials set forth in EXHIBIT A – FEE SCHEDULE and EXHIBIT B – ON_DEMAND QUALITY ASSURANCES AND ACCEPTANCE TESTING SERVICES, attached hereto and incorporated herein by reference. ENGINEER shall comply with all Caltrans and City of Madera construction engineering and inspection standards and requirements.

3. **RESPONSIBILITIES:**

The City Engineer shall be the Responsible Engineer in charge of the Project. The ENGINEER shall report to the City's Construction Manager/Resident Engineer for the Project or other construction managers as designated by the CITY. The ENGINEER'S responsibility will only be related to the quality assurance and acceptance testing services of bridge construction and roadway materials for the Project.

4. **COMPENSATION:**

The ENGINEER shall be reimbursed for actual costs based on hourly billing rates that include labor wages, employee benefits, overhead and net fee/profit and be reimbursed for direct costs for supplies, travel/mileage and printing reports and for actual materials testing lab cost for the total estimated amount of Twenty-five Thousand Dollars ($25,000). The reimbursement for actual costs shall be paid at the hourly billing rates and itemized rates set forth in the ENGINEER'S FEE SCHEDULE, EXHIBIT "A" – attached here to and incorporated herein by reference.

CITY and ENGINEER agree that the hourly rates in EXHIBIT "A" shall remain in full force and effect through June 30, 2019. It is understood and agreed by both parties that all expenses incidental to ENGINEER'S performance of services and deliverables to be reimbursed are included in Other Direct Costs listed in the Cost Proposal. There shall be no compensation for any type of equipment purchase.

CITY and ENGINEER mutually agree that the on-demand quality assurance and acceptance testing services may change due to the contractor's schedule and selection of vendors and differing conditions encountered during construction. Therefore, the final compensation may be more or less than the ENGINEER'S estimated cost. However, the ENGINEER shall not be entitled to compensation for any expenses exceeding $25,000 unless the parties enter into an approved amendment to this agreement which provides for such compensation.

5. **COST PRINCIPLES AND PAYMENT:**

Allowable elements of cost shall comply with the Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. Also, compliance with the administrative requirements set forth in 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments is required.

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of ENGINEER'S monthly invoices for the work performed as specified herein. ENGINEER'S invoice shall specify the billed hours and hourly rates for each employee classification. A summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component.

The Cost Proposal is subject to an audit or Certified Public Account (CPA) Indirect Cost (Overhead) Audit Work Review. The Cost Proposal shall be adjusted by the ENGINEER and approved by the CITY to conform to the Workpaper Review recommendations or audit recommendations. The ENGINEER agrees that the individual terms of cost identified in the audit report shall be incorporated into the Agreement by this reference if directed by the CITY at its sole discretion. Refusal by the ENGINEER to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.

Progress payments will be made monthly in arrears based on services provided and allowable incurred costs including the fixed fee percentage. If ENGINEER fails to submit the required deliverables specified in the Scope of Services, CITY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of this Agreement.

ENGINEER shall submit invoices no later than 45 calendar days after the performance of work for which ENGINEER is billing. Invoices shall follow the format included in the ENGINEER'S cost proposal. Invoices shall include a detail of ENGINEER'S services related to the tasks listed in the Contractor's schedule. The final invoice shall be submitted within 60 days of the CITY'S acceptance of the Project. Invoices shall be mailed to the address listed in Section 25 of this Agreement.

6. EXTRA SERVICES:

Extra services not contemplated hereunder as set forth in this Agreement or for such services beyond the control of the CITY or ENGINEER as may be specifically requested by CITY or ENGINEER through the City Engineer in writing. Extra services shall be mutually agreed to and ENGINEER shall be compensated at the hourly rates in EXHIBIT "A", provided however, the City Engineer's authority is limited to expenditures not to exceed an additional amount of $2,500.

7. DOCUMENTATION & DELIVERABLES:

ENGINEER shall provide to the City's Resident Engineer the appropriate documentation in a format specified in the Caltrans Construction Manual, of the work to be inspected and approved to the Resident Engineer. Such documentation and reports shall be consistent with the Caltrans Construction Manual and provided in a timely manner for the task at hand and per the contract documents.

Upon Completion and acceptance of the project by the CITY, ENGINEER shall deliver the original documents, files, records, drawings, final reports required by Caltrans and other documents prepared for the project.

8. AUDITS AND INSPECTIONS ACCESS:

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other

matters connected with the performance of this Agreement pursuant to Government Code 8546.7; the CITY and ENGINEER shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement.

ENGINEER shall, upon reasonable notice and at any time during regular business hours, and as often as CITY, may deem necessary, make available to the CITY, or its authorized representative for examination, all of its books, records and data with respect to matters covered by this Agreement. ENGINEER shall permit CITY, to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement. ENGINEER shall retain all of these documents for a period of three (3) years after final payment to ENGINEER.

9. LIABILITY INSURANCE:

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).

2. Insurance Service Office form number CA 0001 (Ed. 10/01) covering Automobile Liability, Code 1 (any auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Errors and Omissions liability insurance appropriate to the consultant's profession. ENGINEER'S coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

ENGINEER shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Insurance: $1,000,000 per accident for bodily injury and property damage.

3. Worker's Compensation Insurance and Employer's Liability: $1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors & Omissions): $1,000,000 aggregate with a deductible not to exceed $50,000, except that a higher deductible may be approved with appropriate documentation acceptable to the City's Risk Manager.

C. Deductibles and Self Insured Retentions

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

D. Other Insurance Provisions

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

1. The City, its officers, officials, employees and designated volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the ENGINEER including completed operations coverage; or automobiles owned, leased, hired or borrowed by the ENGINEER.

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

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

E. Acceptability of Insurers

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

10. OWNERSHIP OF DOCUMENTS:

The responsible Professional Engineer shall sign and date all construction materials inspection documents and reports and other engineering reports furnished by ENGINEER and, where appropriate, indicate their registration number. The documents shall be prepared in a format consistent with the Caltrans Construction Manual.

If the Agreement is terminated at any time, the ENGINEER shall submit all project related documents, deliverables and correspondence whether in complete form, draft form or in progress. These items will become the sole property of the CITY which may use them to complete the Project.

Upon completion and acceptance of the Project, all documents required in performing services under this Agreement shall, be submitted to, and remain the sole property of CITY.

Reuse or modifications of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk and without liability to ENGINEER. CITY shall indemnify, defend and hold harmless ENGINEER for any claims, loss, cost or damages arising out of, pertain to, or relate to such reuse or modification, including use of incomplete documents.

11. CONFIDENTIALITY OF DATA:

All financial, statistical, personal, technical, or other data and information relative to the CITY'S operations, which are designated confidential by the CITY and made available to the ENGINEER, in order to carry out this Agreement, shall be protected by the ENGINEER from unauthorized use and disclosure. Permission to disclose information on one occasion, or public hearing held by the CITY relating to this Agreement, shall not authorize the ENGINEER to further disclose such information or disseminate the same on any other occasion.

The ENGINEER shall not comment publicly to the press or any other media regarding this Agreement or the CITY'S actions on the same, except to the CITY'S staff, ENGINEER'S own personnel involved in the performance of the Agreement, at public hearings or in response to questions from a Legislative committee. The ENGINEER shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the CITY, and receipt of the CITY'S written permission.

12. TIME OF COMPLETION:

Based on the contractor's construction schedule, ENGINEER'S quality control and testing services should be completed by June 30, 2019. The final task will be the submittal of documents for the Final Report. This agreement may be extended by mutual written agreement.

13. TERMINATION OF AGREEMENT:

A. This agreement may be terminated at any time by either party upon thirty (30) calendar days written notice. In the event the Agreement is terminated by either party, ENGINEER shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized by the City Engineer to wind up the work performed to date of termination.

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

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

In no event shall any payment by CITY or acceptance by ENGINEER 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 ENGINEER the repayment to CITY of any funds disbursed to ENGINEER under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

14. APPROVAL:

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

15. HOLD HARMLESS:

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

16. RESPONSIBILITY FOR OTHERS:

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

17. PROFESSIONAL RESPONSIBILITY:

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

18. PARTIES BOUND BY AGREEMENT:

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

19. COMPLETE AGREEMENT OF PARTIES:

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

20. ASSIGNMENT WITH APPROVAL:

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

21. INDEPENDENT CONTRACTOR:

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

Because of its status as an independent contractor, ENGINEER shall have absolutely no right to employment rights and benefits available to CITY employees. ENGINEER shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, ENGINEER shall be solely responsible and hold CITY harmless from all matters relating to payment of ENGINEER'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 ENGINEER may be providing services to others unrelated to CITY or to this Agreement.

22. CONFLICT OF INTEREST

The ENGINEER shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of the Agreement, or any ensuing CITY construction project. The ENGINEER shall also list current clients who may have a financial interest in the outcome of the Agreement, or ensuing CITY construction project. The ENGINEER hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

The ENGINEER hereby certifies that neither the ENGINEER, its employees, nor any firm affiliated with the ENGINEER providing services on this Project, prepared the Plans, Specification, and Estimates for any construction contract included within the Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise. The ENGINEER further certifies that neither the ENGINEER, nor any firm affiliated with the ENGINEER, will bid on any construction subcontracts included within the construction contract. Additional, ENGINEER certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this Agreement.

23. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The ENGINEER warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

24. GOVERNING LAW:

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

25. AMENDMENTS:

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

26. COMPLIANCE WITH LAWS AND WAGE RATES:

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

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

27. ENGINEER'S LEGAL AUTHORITY:

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

28. NOTICES:

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

CITY	ENGINEER
Engineering Division	Krazan & Associates, Inc.
205 W. 4th Street	215 West Dakota Avenue
Madera, CA 93637	Clovis, CA
Attention: Keith B. Helmuth, P.E.	David R. Jarosz
City Engineer	Managing Engineer

29. COVENANT AGAINST CONTINGENT FEES

The ENGINEER warrants the they have not employed or retained any company or person, other than a bona fide employee working for the ENGINEER; to solicit or secure this agreement; and that they have not paid or agreed to pay any company or person other than a bona fide employee, any

fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, CITY shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

30. PROHIBITION OF EXPENDING CITY, STATE OR FEDERAL FUNDS FOR LOBBYING

The ENGINEER certifies to the best of his or hers knowledge and belief that:

1. No city, state or federal appropriated funds have been paid, or will be paid by-or-on behalf of the ENGINEER to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the entering into of any cooperative agreement, and the extension, contribution, renewal, amendment, or modification of any state or federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any 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 ENGINEER shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

This certification is a material representation of fact upon which reliance was place when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The ENGINEER also agrees by signing this document the he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

31. CERTIFICATIONS

The Exhibits and Certifications listed on the ATTACHMENTS page, incorporated herein and attached hereto, are a part of this agreement.

32. SOLE AGREEMENT:

This instrument constitutes the sole and only agreement between ENGINEER and CITY respecting the Project and correctly sets the obligations of the ENGINEER and CITY to each other

as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

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

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

CITY OF MADERA

By: _____
Andrew J. Medellin, Mayor

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

ENGINEER

By: _____

_____
Taxpayer I.D. Number

ATTACHMENTS

EXHIBIT A
FEE SCHEDULE

EXHIBIT B
ON DEMAND MATERIALS TESTING SERVICES

Madera City Council Agenda 09/19/18
Agenda Item B-4

Consideration of a Resolution Approving the Award of Contract for Madera Transit Center City Project No. Trans-1, in the Amount of $3,838,500 to BMY Construction Group, Inc., Authorizing Construction Contingencies of Up to 10%, Construction Inspection and Management of Up to 10%, and Authorizing the Mayor to Execute the Contract on Behalf of the City; and

Consideration of a Resolution Approving a Contract with Krazan & Associates, Inc., for On-Demand Testing Services not to Exceed $25,000 for the Madera Transit Center City Project No. Trans-1, and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Keith Helmuth)

The exhibits for the Krazan & Associates, Inc. Contract for On-Demand Testing Services will be distributed prior to the scheduled meeting.

Return to Agenda

REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of September 19, 2018
Agenda Item Number B-5

SUBJECT: **CONSIDERATION OF A RESOLUTION APPROVING THE AWARD OF CONTRACT FOR FIRE STATION NO. 58 FIRE STATION CONSTRUCTION NORTHWEST CITY PROJECT NO. FD-00002 IN THE AMOUNT OF $6,568,364.60 TO DAVIS MORENO CONSTRUCTION, INC., AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10% AND CONSTRUCTION INSPECTION AND MANAGEMENT OF UP TO 5%, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY**

CONSIDERATION OF A RESOLUTION APPROVING A CONTRACT WITH MOORE TWINING ASSOCIATES, INC., FOR ON-DEMAND TESTING SERVICES NOT TO EXCEED $35,000 FOR FIRE STATION NO. 58 FIRE STATION CONSTRUCTION NORTHWEST CITY PROJECT NO. FD-00002, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

RECOMMENDATION:

1. Adoption of a Resolution:
   a. Approving the award of contract for Fire Station No. 58 Fire Station Construction Northwest City Project No. FD-00002 in the amount of $6,568,364.60 to Davis Moreno Construction, Inc.
   b. Authorizing Construction Contingencies of up to 10% as approved by the City Engineer.
   c. Authorizing Contingencies of up to 5% for Construction Inspection and Management as approved by the City Engineer.
   d. Authorizing the Mayor to execute the Agreement on behalf of the City
2. Adoption of a Resolution:
   a. Approving On-Demand Testing Services Agreement with Moore Twining, Inc., not to exceed $35,000 as approved by the Engineer.
   b. Authorizing the Mayor to execute the Agreement on behalf of the City.

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

SUMMARY:

The low bid of $6,568,364.60 received for the project is approximately 8.9 percent below the Engineer's Cost Estimate of $7,370,000. The low bidder meets all the requirements necessary to be awarded the construction contract. The project funding is included in the current 2018/19 City budget.

DISCUSSION:

The new Fire Station No. 58 consists of constructing a 9,020 square foot "Essential Services Facility" that will include 3 fire truck bays and can accommodate a hook and ladder fire truck. Included within the building is a reception area and station office, battalion chief, captain and firemen quarters, locker area, kitchen/dining area, turnout cleaning and storage area, IT and communications room. The new station will be fully energy efficient.

The new fire station will be fully landscaped, with ADA compliant sidewalks, parking areas for staff and visitors. A perimeter fence will be constructed including security features for the grounds and building.

The site work consists of constructing a fully paved high-strength PCC concrete entrance, perimeter access and exits for the 3-bay fire station. Sewer, water and storm drains connections to existing off-site infrastructure will be extended to service the fire station facility. Included with the Project is an emergency stand-by generator with a fueling enclosure.

The project includes utility installations for a gas main and appurtenances by City contractor from the PG&E gas meter installation location to the fire station, electrical conduits will be installed by City contractor from a new pole and transformer to be installed by PG&E to serve the fire station. The City contractor will also install AT&T conduit and appurtenances and Comcast conduit within a joint trench to serve the facility. PG&E will provide cabling/wiring to energize the new station and/or to activate their services. The PG&E Rule 16 cost for their portion of the installations is $57,951.97. The remaining costs for extension of utilities by AT&T and Comcast is estimated at approximately $35,000. Upon completion of their installations the final costs will be provided.

The City Engineering Division will provide Construction Management for the overall project and Construction Inspection for the site work. The City's Building Division will provide building inspections for compliance with the Building Code and Building Permit requirements.

RRM Design Group, Inc., the design architect will provide services during construction as required for completion of the project, the construction phase was included in their initial contract and approved by the City Council.

Materials testing, compaction testing, concrete testing including other testing as required in accordance with the specifications and building code will be performed by Moore Twining Associates, Inc. The testing will be performed on an on-demand basis as approved by the City Engineer at a cost not to exceed $35,000. Moore Twining Associates Inc., was selected to provide a Geotechnical Engineering Investigation for the project and the project report is incorporated into the specifications.

SITUATION:

The "Notice Inviting Bids" was duly noticed. Plans and specifications were distributed to various building exchanges and made available to contractors and sub-contractors. The plans and specifications were also posted on the City of Madera's website and EBidBoard.com, which is a project listing service for contractors.

On August 30, 2018, the City received the two bids listed below:

BIDDERS NAME:	**BID AMOUNT**:
1. Davis Moreno Construction, Inc.	$6,568,364.60
2. Marko Construction Group	$6,918,000.00
Engineers Opinion of Project Cost.....	$7,370,000.00

All bids were checked for accuracy of the bid extensions and required bid documents were checked for compliance with requirements of the specifications. The validity of contracting licenses and bid security were also checked. It has been determined that Davis Moreno Construction, Inc. has submitted the lowest responsive and responsible bid that meets all the contract requirements.

FINANCIAL IMPACT:

Construction and development costs for Fire Station No. 58 will come from Measure K revenues allocated to Fire Protection. Pursuant to a funding strategy previously identified by the Council, available cash will cover initial construction costs, followed by the issuance of a 30-year bond to cover remaining costs.

Costs for the facility are as follows:

CONSTRUCTION CONTRACT	
Low Bid Amount:	$6,568,365
Contract Construction Contingency (10%):	656,836
Construction Inspection & Management (5%):	328,418
QA Project Testing Services:	35,000
Subtotal - Construction Contract Cost.....	$7,588,619

OTHER MISCELLANEOUS DEVELOPMENT COSTS (ESTIMATED)	
Dry Utilities (ATT & PGE)	$ 80,000
Equipment & Furnishings	250,000
Personnel Protective Equipment	50,000
Communications Equipment	175,000
Contingency for Misc. Items (15%)	75,750
Subtotal – Other Miscellaneous Costs	$580,750
Total Project Construction/Development Costs	**$8,219,369**

Funding Sources for the Project are as follows:

Measure K Cash Receipts from Prior Years	$1,300,000
Measure K Appropriation - 2018/19 FY Budget	2,100,000
Loan Against FY 19/10 Measure K Revenues	300,000

Loan Against FY 20/21 Measure K Revenues	300,000
Bond Proceeds - 30 Year Bond	4,219,369
Total Project Funding – All Sources	**$8,219,369**

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The 2025 Action Plan includes Strategy #421: Ensure the safety and protection of Madera and its community members through adequate first response to emergencies. Maintain sufficient resources to expand protection as the community grows.

RESOLUTION NO. 18-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE AWARD OF CONTRACT FOR FIRE STATION NO. 58 FIRE STATION CONSTRUCTION NORTHWEST CITY PROJECT NO. FD-00002 IN THE AMOUNT OF $6,568,364.60 TO DAVIS MORENO CONSTRUCTION, INC., AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10% AND CONSTRUCTION INSPECTION AND MANAGEMENT OF UP TO 5%, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

WHEREAS, The Engineering Department advertised a solicitation for bids for the Fire Station No. 58 Fire Station Construction Northwest City Project No. FD-00002, and

WHEREAS, Sealed bids were received and opened by the City Engineer; and

WHEREAS, Funding for project construction is programmed in the City's FY 2018/19 Budget, and

WHEREAS, On July 31, 2017, a Negative Declaration Determination was approved for the project pursuant to the provisions of the California Environmental Quality Act (CEQA).

The project will not have a significant effect on the environment.

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

1. The above recitals are true and correct.
2. The City Council has reviewed and considered all information presented including the report to the City Council from the Engineering Department.
3. The City finds that Davis Moreno Construction, Inc., is the lowest responsible and responsive bidder.
4. The Agreement for the Fire Station No. 58 Fire Station Construction Northwest City Project No. FD-00002, a copy of which is on file in the office of the City Clerk and which is referred to for more particulars, is hereby approved.
5. Construction Contingencies of up to 10% of the Agreement amount as approved by the City Engineer are hereby authorized.
6. Construction Inspection and Management contingencies of up to 5% of the Agreement amount as approved by the City Engineer are hereby authorized.
7. The Mayor is authorized to execute the Agreement on behalf of the City.
8. This Resolution is effective immediately upon adoption.

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RESOLUTION NO. 18-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A CONTRACT WITH MOORE TWINING & ASSOCIATES.INC., FOR ON-DEMAND TESTING SERVICES NOT TO EXCEED $35,000 FOR THE FIRE STATION NO. 58 FIRE STATION CONSTRUCTION NORTHWEST CITY PROJECT NO. FD-00002, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

WHEREAS, The City of Madera is undertaking construction of the new Fire Station No. 58 Fire Station Construction Northwest City Project No. FD-00002, and

WHEREAS, The Engineering Department selected Moore Twining Associates, Inc., to provide Professional Geotechnical Services for the Fire Station No. 58 Fire Station Construction Northwest City Project No. FD-00002, and

WHEREAS, Moore Twining Associates, Inc., has provided a Geotechnical Engineering Investigation report for the Fire Station No. 58 Fire Station Construction Northwest City Project No. FD00002 site that is incorporated in the specifications; and

WHEREAS, Moore Twining Associates, Inc., shall provide Professional On-Demand Materials Testing Services for the Fire Station No. 58 Fire Station Construction Northwest City Project No. FD-00002, and

WHEREAS, Funding for project construction is programmed in the City's FY 2018/19 Budget, and

WHEREAS, the City Engineer has prepared an agreement for such services with Moore Twining Associates, Inc. that is on file in the office of the City Clerk of the City of Madera and the "Agreement" is referred to for more particulars.

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

1. The above recitals are true and correct.
2. The City Council has reviewed and considered all information presented including the report to the City Council from the Engineering Department.
3. The Agreement with Moore Twining Associates, Inc., for On-Demand Testing Services, a copy of which is on file in the office of the City Clerk and referred to for particulars, is approved in an amount not to exceed $35,000
4. The Mayor is authorized to execute the Agreement on behalf of the City.
5. This Resolution is effective immediately upon adoption.

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AGREEMENT

THIS AGREEMENT, made this 19th day of September, 2018, between the City of Madera, hereinafter called **"OWNER"**, and Davis Moreno 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 "**CITY OF MADERA FIRE STATION NO. 58 - FIRE STATION CONSTRUCTION NORTHWEST, CITY PROJECT NO. FD-00002**"

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 $6,568,364.60, 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 "**CITY OF MADERA, FIRE STATION NO. 58 - FIRE STATION CONSTRUCTION NORTHWEST, CITY PROJECT NO. FD-00002 [PROJECT NAME]" dated JULY 2018.**

Addenda Nos. 1, dated 08/21/18
Addenda Nos. 2, dated 08/23/18
Addenda Nos. 3, dated 08/28/18
Addenda Nos. 4, dated 08/29/18

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 Dollars ($1,000.00)** 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.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. In accordance with the provisions of Article 5, Chapter I, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part I, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars ($50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public

work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars ($25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR** under him. It is the **CONTRACTOR'S** responsibility to ensure compliance by both itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars ($30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

(a) In the event unemployment for the previous three month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents **CONTRACTORS** in a specific trade from the 1 to 5 ratio on a local or statewide basis the member **CONTRACTORS** will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars ($25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER.** No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR.**

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

16. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **OWNER** and the **CONTRACTOR**. It is specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

17. **Contractor** 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 CONTRACTORS WITH CONSTRUCTION RISK**", **pages 35-37** of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or **Davis Moreno 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, **Davis Moreno 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 **Davis Moreno Construction, Inc.**;
2. A failure by **Davis Moreno Construction, Inc.**to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **Davis Moreno Construction, Inc.** to City.

In no event shall any payment by City or acceptance by **Davis Moreno 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 **Davis Moreno Construction, Inc.** the repayment to City of any funds disbursed to **Davis Moreno 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 **Davis Moreno Construction, Inc.**
4720 North Blythe Avenue
Fresno, CA 93722

Notices. All notices and communications from the **Davis Moreno 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 **Davis Moreno 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 **Davis Moreno 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 **Davis Moreno Construction, Inc.** in connection to the Project and correctly sets forth the obligations of the City and **Davis Moreno 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 **Davis Moreno 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:

_____
J. Brent Richardson, City Attorney

ATTEST:

_____
Sonia Alvarez, City Clerk

BY: _____
Herein Called CONTRACTOR

BY: _____

_____
Federal Tax I.D. No.

_____
Contractor License Number

_____
DIR Registration Number

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____,2018 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)

INSURANCE REQUIREMENTS FOR CONTRACTORS WITH CONSTRUCTION RISK

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor 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

Contractor shall maintain limits no less than:

- $5,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $10,000,000 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 forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies. The additional insured coverage under the Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
- $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 Contractor 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. Contractor 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.
- **Builder's Risk (Course of Construction)** insurance covering all risks of loss less policy exclusions equivalent to the completed value of the project with no coinsurance penalty provisions. Contractor may submit evidence of Builder's Risk insurance as evidence of course of construction coverage. Termination of coverage shall not occur prior to full completion of the applicable project. The City of Madera, its officers, officials, employees and agents shall be named as loss payee. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission, or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and sub-limits.
- $1,000,000 **Professional Liability** for design/build, if applicable.
- Performance Bond, Payment Bond and Subdivision/Completion Bond for 100% of the contract price.

Maintenance of Coverage
Contractor 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 Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance
Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein. 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. City 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 Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor 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)
Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor 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 Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation
Contractor 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
Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance
Contractor 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.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Contractor shall indemnify, defend and hold harmless, City of Madera, And its officers, officials, employees and agents of the above from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Entity.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____

(Name of Contractor)

_____

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

_____

(Name of Surety)

_____

(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

City of Madera

(Name of Owner)

205 West 4th Street, Madera CA 93637

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents, and also by the provisions of Part 2, Title 14, Chapter 2 of the California Code of Civil Procedure (Section 995.010, et seq.) and of Section 3247, et seq. of the California Civil Code.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ___ day of ___, 2018 a copy of which is hereto attached and made a part hereof for the construction of:

"CITY OF MADERA FIRE STATION NO. 58 - FIRE STATION CONSTRUCTION NORTHWEST, CITY PROJECT NO. FD-00002"

NOW, THEREFORE, if the Principal and all subcontractors shall promptly make payment to all mechanics, material men, contractors, subcontractors, lessors of equipment, artisans, architects, registered engineers, licensed land surveyors, machinists, builders, teamsters and laymen and all persons and laborers of every class performing labor upon or bestowing skill or necessary services on or furnishing materials or leasing equipment to be used or consumed in or furnishing appliances, teams or power contributing to the work described in the above mentioned contract, and to any other persons named in Section 3181 of the California Civil Code, and of amounts due under the Employment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld and paid over the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance code, with respect to such work and labor, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that this obligation shall inure to the benefit of all persons named in Section 3181 of the California Civil code, and all such claimants and their assigns shall have a right of action in any suit brought upon this bond.

PROVIDED FURTHER, that no suit, action or other proceeding to recover on this bond shall be maintained unless commenced within six (6) months from the completion of the work described in the above mentioned contract, as "completion" is defined in Section 3086 of the California Civil Code.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract of accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in THREE counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2018.

ATTEST:

_____
Principal

BY: _____(s)

_____
(Principal) Secretary

(Seal)

_____
(Witness as to Principal)

_____
(Address)

_____

ATTEST:

_____
(Surety) Secretary

_____
(Surety)

(SEAL)

_____
Witness as to Surety

BY: _____
Attorney in Fact

_____
(Address)

_____
(Address)

_____

_____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

City of Madera
(Name of Owner)

205 West 4th Street, Madera CA 93637
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, ($) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____, 2018 a copy of which is hereto attached and made a part hereof for the construction of:

"CITY OF MADERA FIRE STATION NO. 58 - FIRE STATION CONSTRUCTION NORTHWEST, CITY PROJECT NO. FD-00002"

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in THREE counterparts, each one of which shall be deemed an original, this the _____ day _____ 2018.

ATTEST:_____
Principal

BY: _____(s) _____
(Principal) Secretary

(Seal)

_____ _____
(Witness as to Principal) (Address)

_____

ATTEST:

_____ _____
(Surety) Secretary (Surety)

(SEAL)

_____ BY: _____
Witness as to Surety Attorney in Fact

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

AGREEMENT FOR PROFESSIONAL ON-DEMAND SERVICES FOR MATERIALS TESTING SERVICES FOR FIRE STATION NO. 58, CITY PROJECT NO. FD-00002

This Agreement made and entered into this 19th day of September 2018 between the City of Madera, a municipal corporation of the State of California, hereinafter called **"CITY"**, and Moore Twining Associates, Inc., hereinafter called "**ENGINEER**".

WITNESSETH

WHEREAS, CITY plans to construct the Fire Station No. 58, City Project No. FD-00002, hereinafter called "the Project"; and

WHEREAS, CITY needs the services of the ENGINEER, for the Materials Testing Services of sewer, water and storm drain pipeline systems, roadway/PCC construction and undergrounding of PG&E, AT&T and Comcast utilities to provide services to the new Fire Station No., also to provide compaction and materials testing as specified for construction of the Fire Station No. 58, construction of the Building in accordance with the Uniform Building Code; and

WHEREAS, ENGINEER is qualified and licensed to provide the required professional quality assurance and acceptance testing services required by Caltrans and CITY desires to hire ENGINEER for such purposes.

NOW THEREFORE:

The parties hereto mutually agree as follows:

1. **SERVICES OF ENGINEER:**

CITY hereby hires ENGINEER to provide on-demand quality assurances and acceptance testing services for construction of sewer, water and storm drain pipeline systems, roadway/PCC construction and undergrounding of PG&E, AT&T and Comcast utilities to provide services to the new Fire Station No. 58 to support CITY as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in Section 2 – Scope of Work.

2. **SCOPE OF WORK:**

ENGINEER shall provide the professional on-demand quality assurance and acceptance testing services for quality control management of bridge construction and roadway materials set forth in EXHIBIT A – FEE SCHEDULE and EXHIBIT B – ON_DEMAND QUALITY ASSURANCES AND ACCEPTANCE TESTING SERVICES, attached hereto and incorporated herein by reference. ENGINEER shall comply with all Caltrans and City of Madera construction engineering and inspection standards and requirements.

3. **RESPONSIBILITIES:**

The City Engineer shall be the Responsible Engineer in charge of the Project. The ENGINEER shall report to the City's Construction Manager/Resident Engineer for the Project or other construction managers as designated by the CITY. The ENGINEER'S responsibility will only be related to the quality assurance and acceptance testing services of bridge construction and roadway materials for the Project.

4. **COMPENSATION:**

The ENGINEER shall be reimbursed for actual costs based on hourly billing rates that include labor wages, employee benefits, overhead and net fee/profit and be reimbursed for direct costs for supplies, travel/mileage and printing reports and for actual materials testing lab cost for the total estimated amount of Thirty-five Thousand Dollars ($35,000). The reimbursement for actual costs shall be paid at the hourly billing rates and itemized rates set forth in the ENGINEER'S FEE SCHEDULE, EXHIBIT "A" – attached here to and incorporated herein by reference.

CITY and ENGINEER agree that the hourly rates in EXHIBIT "A" shall remain in full force and effect through December 31, 2019. It is understood and agreed by both parties that all expenses incidental to ENGINEER'S performance of services and deliverables to be reimbursed are included in Other Direct Costs listed in the Cost Proposal. There shall be no compensation for any type of equipment purchase.

CITY and ENGINEER mutually agree that the on-demand quality assurance and acceptance testing services may change due to the contractor's schedule and selection of vendors and differing conditions encountered during construction. Therefore, the final compensation may be more or less than the ENGINEER'S estimated cost. However, the ENGINEER shall not be entitled to compensation for any expenses exceeding $35,000 unless the parties enter into an approved amendment to this agreement which provides for such compensation.

5. **COST PRINCIPLES AND PAYMENT:**

Allowable elements of cost shall comply with the Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. Also, compliance with the administrative requirements set forth in 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments is required.

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of ENGINEER'S monthly invoices for the work performed as specified herein. ENGINEER'S invoice shall specify the billed hours and hourly rates for each employee classification. A summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component.

The Cost Proposal is subject to an audit or Certified Public Account (CPA) Indirect Cost (Overhead) Audit Work Review. The Cost Proposal shall be adjusted by the ENGINEER and approved by the CITY to conform to the Workpaper Review recommendations or audit recommendations. The ENGINEER agrees that the individual terms of cost identified in the audit report shall be incorporated into the Agreement by this reference if directed by the CITY at its sole discretion. Refusal by the ENGINEER to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.

Progress payments will be made monthly in arrears based on services provided and allowable incurred costs including the fixed fee percentage. If ENGINEER fails to submit the required deliverables specified in the Scope of Services, CITY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of this Agreement.

ENGINEER shall submit invoices no later than 45 calendar days after the performance of work for which ENGINEER is billing. Invoices shall follow the format included in the ENGINEER'S cost proposal. Invoices shall include a detail of ENGINEER'S services related to the tasks listed in the Contractor's schedule. The final invoice shall be submitted within 60 days of the CITY'S acceptance of the Project. Invoices shall be mailed to the address listed in Section 25 of this Agreement.

6. EXTRA SERVICES:

Extra services not contemplated hereunder as set forth in this Agreement or for such services beyond the control of the CITY or ENGINEER as may be specifically requested by CITY or ENGINEER through the City Engineer in writing. Extra services shall be mutually agreed to and ENGINEER shall be compensated at the hourly rates in EXHIBIT "A", provided however, the City Engineer's authority is limited to expenditures not to exceed an additional amount of $3,500.

7. DOCUMENTATION & DELIVERABLES:

ENGINEER shall provide to the City's Resident Engineer the appropriate documentation in a format specified in the Caltrans Construction Manual, of the work to be inspected and approved to the Resident Engineer. Such documentation and reports shall be consistent with the Caltrans Construction Manual and provided in a timely manner for the task at hand and per the contract documents.

Upon Completion and acceptance of the project by the CITY, ENGINEER shall deliver the original documents, files, records, drawings, final reports required by Caltrans and other documents prepared for the project.

8. AUDITS AND INSPECTIONS ACCESS:

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other

matters connected with the performance of this Agreement pursuant to Government Code 8546.7; the CITY and ENGINEER shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement.

ENGINEER shall, upon reasonable notice and at any time during regular business hours, and as often as CITY, may deem necessary, make available to the CITY, or its authorized representative for examination, all of its books, records and data with respect to matters covered by this Agreement. ENGINEER shall permit CITY, to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement. ENGINEER shall retain all of these documents for a period of three (3) years after final payment to ENGINEER.

9. LIABILITY INSURANCE:

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).

2. Insurance Service Office form number CA 0001 (Ed. 10/01) covering Automobile Liability, Code 1 (any auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Errors and Omissions liability insurance appropriate to the consultant's profession. ENGINEER'S coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

ENGINEER shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Insurance: $1,000,000 per accident for bodily injury and property damage.

3. Worker's Compensation Insurance and Employer's Liability: $1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors & Omissions): $1,000,000 aggregate with a deductible not to exceed $50,000, except that a higher deductible may be approved with appropriate documentation acceptable to the City's Risk Manager.

C. Deductibles and Self Insured Retentions

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

D. Other Insurance Provisions

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

1. The City, its officers, officials, employees and designated volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the ENGINEER including completed operations coverage; or automobiles owned, leased, hired or borrowed by the ENGINEER.

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

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

E. Acceptability of Insurers

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

10. OWNERSHIP OF DOCUMENTS:

The responsible Professional Engineer shall sign and date all construction materials inspection documents and reports and other engineering reports furnished by ENGINEER and, where appropriate, indicate their registration number. The documents shall be prepared in a format consistent with the Caltrans Construction Manual.

If the Agreement is terminated at any time, the ENGINEER shall submit all project related documents, deliverables and correspondence whether in complete form, draft form or in progress. These items will become the sole property of the CITY which may use them to complete the Project.

Upon completion and acceptance of the Project, all documents required in performing services under this Agreement shall, be submitted to, and remain the sole property of CITY.

Reuse or modifications of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk and without liability to ENGINEER. CITY shall indemnify, defend and hold harmless ENGINEER for any claims, loss, cost or damages arising out of, pertain to, or relate to such reuse or modification, including use of incomplete documents.

11. CONFIDENTIALITY OF DATA:

All financial, statistical, personal, technical, or other data and information relative to the CITY'S operations, which are designated confidential by the CITY and made available to the ENGINEER, in order to carry out this Agreement, shall be protected by the ENGINEER from unauthorized use and disclosure. Permission to disclose information on one occasion, or public hearing held by the CITY relating to this Agreement, shall not authorize the ENGINEER to further disclose such information or disseminate the same on any other occasion.

The ENGINEER shall not comment publicly to the press or any other media regarding this Agreement or the CITY'S actions on the same, except to the CITY'S staff, ENGINEER'S own personnel involved in the performance of the Agreement, at public hearings or in response to questions from a Legislative committee. The ENGINEER shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the CITY, and receipt of the CITY'S written permission.

12. TIME OF COMPLETION:

Based on the contractor's construction schedule, ENGINEER'S quality control and testing services should be completed by December 31, 2019. The final task will be the submittal of documents for the Final Report. This agreement may be extended by mutual written agreement.

13. TERMINATION OF AGREEMENT:

A. This agreement may be terminated at any time by either party upon thirty (30) calendar days written notice. In the event the Agreement is terminated by either party, ENGINEER shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized by the City Engineer to wind up the work performed to date of termination.

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

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

In no event shall any payment by CITY or acceptance by ENGINEER 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 ENGINEER the repayment to CITY of any funds disbursed to ENGINEER under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

14. APPROVAL:

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

15. HOLD HARMLESS:

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

16. RESPONSIBILITY FOR OTHERS:

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

17. PROFESSIONAL RESPONSIBILITY:

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

18. PARTIES BOUND BY AGREEMENT:

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

19. COMPLETE AGREEMENT OF PARTIES:

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

20. ASSIGNMENT WITH APPROVAL:

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

21. INDEPENDENT CONTRACTOR:

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

Because of its status as an independent contractor, ENGINEER shall have absolutely no right to employment rights and benefits available to CITY employees. ENGINEER shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, ENGINEER shall be solely responsible and hold CITY harmless from all matters relating to payment of ENGINEER'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 ENGINEER may be providing services to others unrelated to CITY or to this Agreement.

22. CONFLICT OF INTEREST

The ENGINEER shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of the Agreement, or any ensuing CITY construction project. The ENGINEER shall also list current clients who may have a financial interest in the outcome of the Agreement, or ensuing CITY construction project. The ENGINEER hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

The ENGINEER hereby certifies that neither the ENGINEER, its employees, nor any firm affiliated with the ENGINEER providing services on this Project, prepared the Plans, Specification, and Estimates for any construction contract included within the Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise. The ENGINEER further certifies that neither the ENGINEER, nor any firm affiliated with the ENGINEER, will bid on any construction subcontracts included within the construction contract. Additional, ENGINEER certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this Agreement.

23. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The ENGINEER warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

24. GOVERNING LAW:

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

25. AMENDMENTS:

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

26. COMPLIANCE WITH LAWS AND WAGE RATES:

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

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

27. ENGINEER'S LEGAL AUTHORITY:

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

28. NOTICES:

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

CITY	ENGINEER
Engineering Division	Moore Twining Associates, Inc.
205 W. 4th Street	2527 Fresno Street
Madera, CA 93637	Fresno, CA 93721
Attention: Keith B. Helmuth, P.E.	Harry Moore
City Engineer	President

29. COVENANT AGAINST CONTINGENT FEES

The ENGINEER warrants the they have not employed or retained any company or person, other than a bona fide employee working for the ENGINEER; to solicit or secure this agreement; and

that they have not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, CITY shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

30. PROHIBITION OF EXPENDING CITY, STATE OR FEDERAL FUNDS FOR LOBBYING

The ENGINEER certifies to the best of his or hers knowledge and belief that:

1. No city, state or federal appropriated funds have been paid, or will be paid by-or-on behalf of the ENGINEER to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the entering into of any cooperative agreement, and the extension, contribution, renewal, amendment, or modification of any state or federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any 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 ENGINEER shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

This certification is a material representation of fact upon which reliance was place when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The ENGINEER also agrees by signing this document the he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

31. CERTIFICATIONS

The Exhibits and Certifications listed on the ATTACHMENTS page, incorporated herein and attached hereto, are a part of this agreement.

32. SOLE AGREEMENT:

This instrument constitutes the sole and only agreement between ENGINEER and CITY respecting the Project and correctly sets the obligations of the ENGINEER and CITY to each other

as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

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

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

CITY OF MADERA

By: _____
Andrew J. Medellin, Mayor

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

ENGINEER

By: _____

_____
Taxpayer I.D. Number

ATTACHMENTS

EXHIBIT A
FEE SCHEDULE

EXHIBIT B
ON DEMAND MATERIALS TESTING SERVICES

Madera City Council Agenda 09/19/18
Agenda Item B-5

Consideration of a Resolution Approving the Award of Contract for Fire Station No. 58 Fire Station Construction Northwest City Project No. FD-00002 in the Amount of $6,568,364.60 to Davis Moreno Construction, Inc., Authorizing Construction Contingencies of Up to 10% and Construction Inspection and Management of Up to 5%, and Authorizing the Mayor to Execute the Contract on Behalf of the City; and

Consideration of a Resolution Approving a Contract with Moore Twining Associates, Inc., for On-Demand Testing Services not to Exceed $35,000 for Fire Station No. 58 Fire Station Construction Northwest City Project No. FD-00002, and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Keith Helmuth)

The exhibits for the Moore Twining Associates, Inc., Contract for On-Demand Testing Services will be distributed prior to the scheduled meeting.

Return to Agenda

REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of September 19, 2018
Agenda Item Number B-6

SUBJECT: Consideration of a Resolution Authorizing Participation in the State Interagency Intercept Collections Program and Authorizing the Mayor to Execute the Intent to Participate and Any and All Documents Necessary to Facilitate Participation in the Program

RECOMMENDATION: That Council approve a resolution authorizing the City's participation in the State Interagency Intercept Collections Program and authorizing the Mayor to execute the Intent to Participate and all documents necessary to facilitate participation in the program.

SUMMARY: The City has certain debts which are owed to it arising out of things such as unpaid fines for code violations and other delinquent accounts. Some of these debts may qualify for a state program which secures payment of these debts by attaching certain state issued payments such as tax refunds and lottery winnings. Staff believes participation in this program may improve the City's percentage of debt which is collected.

DISCUSSION:
The City issues citations to individuals for violations of the Madera Municipal Code, which citations impose a fine of varying amounts dependent on the violation. Often, these fines remain unpaid by the individuals. In some instances, the City may place a lien against the individual's real property and may even place the amount on the County tax roll for collection with the property owner's property tax. There are situations where such a property lien is not possible due to the nature of the citation.

The City has been participating in a program administered by the State of California through the Franchise Tax Board wherein certain qualifying debts of municipal governments can be collected by attaching all or a portion of State income tax refunds or lottery winnings. This program has proven to be a superior means of collecting unpaid fines and other debts owed to the City.

In order to participate, the City must submit an annual Intent to Participate form. Once granted permission to participate, there is a certain process the City must go through in order to place debtors into the program. This includes providing 30 days written notice to them of the potential attachment of their tax refund. This helps ensure due process is provided.

Submission of Debtor information to the State for the intercept program is done once a year, so the City would need to compile a list annually. The list will be submitted to the State and the State will advise the City as to which debtors will be put on the intercept list for that year.

The State charges for participation in the program only for those accounts they collect on. The charge is determined based on the number of total intercepts for the year. Currently the estimate is approximately $2.00 per account.

FISCAL IMPACT: The actual impact to the City will be some increased revenues as a result of collecting some debts which may have been uncollectible short of the intercept program. The actual amount of this impact will depend on the number of debts which qualify for submission into the program and which are accepted by the State. An additional factor is whether the particular individuals are supposed to receive certain payments from the State of California such as income tax refunds or State lottery winnings which can be attached through the intercept program. The intercept program has been in place for approximately four years. To date, the city has realized approximately $25,067.07 in what would otherwise be uncollectible debt.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The activity described in this report is not specifically incorporated in the strategies contained in the action plans of the Vision Madera 2025 and is not in conflict with any of the action or goals contained in the plan.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING PARTICIPATION IN THE STATE INTERAGENCY INTERCEPT COLLECTIONS PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE INTENT TO PARTICIPATE AND ANY AND ALL DOCUMENTS NECESSARY TO FACILITATE PARTICIPATION IN THE PROGRAM

WHEREAS, the City has the need to collect unpaid debts including unpaid code enforcement fines; and

WHEREAS, the State of California has a program, the State Interagency Intercept Collections Program (SIICP), which collects such unpaid debts from sources including tax returns and lottery winnings; and

WHEREAS, the City desires to continue participation in the SIICP; and

WHEREAS, it is necessary to submit an executed Intent to Participate in order to continue participation in the SIICP.

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

1. The recitals listed above are true and correct.

2. The City's participation in the SIICP is hereby approved.

3. The Mayor, or his designee, is authorized to execute the Intent to Participate and all other documents necessary to effectuate the participation in the SIICP on behalf of the City of Madera.

4. This resolution is effective immediately upon adoption.

* * * * * * * * * * *

STATE OF CALIFORNIA
INTERAGENCY INTERCEPT COLLECTION PROGRAM MS A116
FRANCHISE TAX BOARD
PO BOX 2966
RANCHO CORDOVA CA 95741-2966

☐ Mark this box if you are making revisions.

Email: iicgroup@ftb.ca.gov
Telephone: 916.845.5344
Fax: 916.843.2460

Intent to Participate

Complete both sides of this form, sign, and either fax or mail it to us.

Part 1 – Agency Type

Individual debts:

☐ State ☑ City ☐ County ☐ Court ☐ College ☐ Special District

Corporation or limited liability company (LLC) debt:

☐ State

Part 2 – Agency

Agency name:	Process year:
CITY OF MADERA	2019
Division/branch:	Agency code: TU

Part 3 – Public Contact Unit (provide an address and phone number for your debtors to contact you directly)

Agency name:	Unit name:	Phone:
CITY OF MADERA		(559) 661-5483 Ext.
Agency address/PO Box:		Room/suite/floor:
205 WEST 4TH STREET		
City:	State:	ZIP Code:
MADERA	CA	93637

☐ Mark this box if the public contact unit is a private collection firm.

Provider name: _____

Part 4 – FTB Intercept Program Liaisons

Provide the names and **direct** phone numbers of up to three individuals we may contact to resolve issues or obtain account information. These individuals should be authorized to request intercept services. We may provide email addresses to the State Controller's Office (SCO) for billing purposes.

Name:	Position:	
JULIA CHACON-LARSON	LEGAL ASSISTANT	
Email address:		Phone:
jlarson@cityofmadera.com		559-661-5483 Ext.
Name:	Position:	
BRENT RICHARDSON	CITY ATTORNEY	
Email address:		Phone:
bricharson@cityofmadera.com		(559) 661-5480 Ext.
Name:	Position:	
Email address:		Phone: Ext.

Part 5 – Agency Mailing Address (to send warrants, fund transfers, and billings [exclude private collection firm information]) We may provide email addresses to the State Controller's Office (SCO) for billing purposes.

Agency name:	Unit name:	Phone:
CITY OF MADERA	CITY ATTORNEY'S OFFICE	(559) 661-5483 Ext.
Agency address/PO Box:		Room/suite/floor:
205 WEST 4TH STREET		
City:	State:	ZIP Code:
MADERA	CA	93637
Contact name:		Phone:
JULIA CHACON-LARSON		(559) 661-5483 Ext.
Email address:		Fax:
jlarson@cityofmadera.com		(559) 673-1304

Part 6 – SWIFT Agency Contact Information

Name:	Phone:
JULIA CHACON-LARSON	(559) 661-5483 Ext.

SWIFT email address or group email address:
jlarson@cityofmadera.com

Part 7 – Select Your Account Type (select only one)

☐ State agency (complete either A, B, or C [the State Controller will credit the intercepts accordingly])

- **A.** General checking account number (three digit number): _____
- **B.** Special fund – Fund number: _____ Organization code: _____
  State Controller's account number: _____ (contact your accounting office for this number)
- **C.** Warrant ☐

☑ City county agency, or college.
Special Districts – bridge tolls and high occupancy toll lane fees. (Government Code Section 12419.12)

A warrant will be issued to your agency listing the intercept funds sent to you.

Agency Certification

Complete the following information in full and sign.

This document notifies FTB that the CITY OF MADERA plans to participate in the Interagency Intercept Collections Program for the 20 process year. In doing so, I certify that all debtors received due process and the debts submitted for offset comply with the following Government Code Sections (please mark one):

☐ State agencies and colleges — 12419.5, 12419.7, 12419.9, 12419.10. 12419.11, and 12419.12

☑ Counties, city agencies, and special districts — 12419.8, 12419.10, and 12419.12
(does not apply to corporations or LLCs)

Type of debt we intend to collect for individual debts:

☑ Fines ☑ Parking Citations ☐ Dishonored Check ☑ Fees ☑ Judgments
☑ Taxes ☐ Tuition ☐ Insurance ☐ Unpaid Services ☐ Overpayment

Type of debt we intend to collect for corporation and LLC debts:

☐ Dishonored Check ☐ Fees ☐ Taxes

☐ Other (list the debt type):

_____ _____
_____ _____
_____ _____

I certify that the CITY OF MADERA agrees to pay administrative costs to the California State Controller's Office for processing these offset accounts, and that I am authorized to request services on behalf of this agency/college. Administrative costs include any direct or indirect expense incurred by FTB or SCO to process your request, including any expense to respond to administrative or civil complaints for an offset performed at your request.

I certify that all records, copies, files, and media submissions received by the CITY OF MADERA shall be destroyed in a manner acceptable to FTB.

The approved destruction methods that permanently render data unreadable and unusable include:

- Damage to disks that prevents their use in any disk drive.
- Crisscross shredding if the shreds are 5/16 inch or smaller.

All unauthorized or suspected access, uses, and/or disclosures (incidents) of the information received under this agreement shall be thoroughly reviewed by FTB. We comply with the incident reporting requirements, in accordance with Civil Code Section 1798.29 and SAM Chapter 5300 (Information Security). The participant shall immediately notify FTB's Information Security Audit Unit of all incidents involving the information obtained under this agreement as applicable, and provide the appropriate information to facilitate the required reporting to the taxpayers or state oversight agencies. Notification can be made by email at: SecurityAuditMail@ftb.ca.gov or by calling 916.845.5555.

Agencies using a private collection firm or data service provider need to read, sign, adhere to, and maintain FTB 7904, *Confidentiality Statement*, and *Interagency Intercept Collection Program Special Terms and Conditions*. Agencies need to identify and maintain these documents for **every** employee within their agency that has access to the daily and weekly reports. This requirement includes, but is not limited to, agency/vendor IT department staff, agency/vendor management, agency/vendor fiscal staff, agency/vendor collector staff, etc. **It is the responsibility of the agency, college, or district to safeguard the data.**

Failure to maintain FTB 7904 and *Interagency Intercept Collection Program Special Terms and Conditions* could result in unauthorized disclosure or access. Penalties for unauthorized disclosure or access could result in fines and imprisonment under California Law (R&TC Sections 19542, 19542.1, and 19542.3 and Government Code Section 90005).

Penalties may extend to the signature and names listed on the intent form as well as individuals listed on FTB 7904.

Contact the Interagency Intercept desk for FTB 7904 and the *Interagency Intercept Collection Program Special Terms and Conditions*. Franchise Tax Board may request a completed copy of FTB 7904 at any time.

Pre-Intercept Notice

Initial here _____ You are required to send your debtors a *Pre-Intercept Notice* that contains specific due process language, refer to sample FTB 2288. The notice must:

- Provide the Government Code Sections that authorize your agency to submit debts for intercept.
- Allow your debtors 30 days to resolve or dispute the debts, **before** submitting their debts to us.
- Provide your agency's contact information where the debtor can dispute the liability.

We require both new and returning agencies to provide a copy of their *Pre-Intercept Notice* along with FTB 2280 PC and FTB 7904. Failure to meet this requirement may result in a suspension of intercepts for your agency.

Effective and Cooperative Communication

It is critical that the FTB Intercept Program liaisons listed on FTB 2280 PC effectively communicate with our staff on account information, resolution of issues, and ensuring customer needs are met. Failure to cooperate in effective communication and account resolution may result in a suspension of intercepts for your agency.

I agree that our agency's fax signatures sent to FTB should be treated as original signatures.

Print name:	Title:	Phone:
ANDREW J. MEDELLIN	MAYOR	(559) 661-5400
Signature:		**Date:**
X		

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 2086
RANCHO CORDOVA CA 95741-2086

Contract Number	Begins:
	Ends:

Vendor/Contractor Confidentiality Statement

FTB Information

Unit Number	Unit Name
Contact Person	Phone Number

Contractor/Vendor Information

Your Department/Company Name				
CITY OF MADERA, CITY ATTORNEY'S OFFICE				
Business Address Where Work Will Be Performed Street	City	State	ZIP Code	FEIN
205 WEST 4TH STREET	MADERA	C A	93637	

Confidentiality Statement – I understand that all Franchise Tax Board (FTB), Internal Revenue Service (IRS), and other information provided by FTB and maintained on the above contractor's or vendor's premises is confidential. It is unlawful for any state or other employee to inspect, acquire, or disclose FTB, IRS, or other confidential information under California Revenue and Taxation Code Sections 19542 and 19542.1, Penal Code Section 502, California Public Contract Code Section 10426, Government Code Sections 90005 and 91000, 26 USC (Internal Revenue Code) Sections 7213(a)(2), 7213A(a)(2) and (b)(1), and 7431(a)(2) and (c), and 18 USC Section 1030. Violations of these statutes are punishable by fines, imprisonment, and/or the costs of prosecution. I will not enter any premises, access any computers, software, applications, or data not specifically required by my authorized duties, nor will I refer to or read any documents that come within my view other than those related to my authorized duties.

California Revenue and Taxation Code Section 19542 – Penalty for disclosing information contained in a return, report, or document. "Except as otherwise provided in this article and as required to administer subdivision (b) of Section 19005, it is a misdemeanor for the Franchise Tax Board or any member thereof, or any deputy, agent, clerk, or other officer or employee of the state (including its political subdivisions), or any former officer or employee or other individual, who in the course of his or her employment or duty has or had access to returns, reports, or documents required to be filed under this part, to disclose or make known in any manner information as to the amount of income or any particulars (including the business affairs of a corporation) set forth or disclosed therein."

California Revenue and Taxation Code Section 19542.1(a) – Penalty for willful unauthorized inspection or unwarranted disclosure or use of confidential information. "Except as otherwise provided by this article, it shall be unlawful for any person described in Section 19542 to willfully inspect any confidential information furnished or secured pursuant to this part, Part 10 (commencing with [Rev. & Tax C.] Section 17001), or Part 11 (commencing with [Rev. & Tax C.] Section 23001). For purposes of this section, "inspection" means any examination of confidential information. Any willful unauthorized inspection or unwarranted disclosure or use of confidential information by the persons described in Section 19542 is a misdemeanor."

California Government Code Section 90005 – "A member, employee, or agent of the Franchise Tax Board shall not divulge or make known in any manner the particulars of any record, documents, or information that he or she receives by virtue of this chapter, except in furtherance of the work of the Franchise Tax Board or the Commission or in connection with any court proceeding or any lawful investigation of any agency."

California Penal Code Section 502 – Knowingly and without permission accessing a computer, computer system or computer network; or accessing and taking, copying, making use of, adding, altering, damaging, deleting, or destroying any data from a computer, computer system or computer network, whether residing or existing internal or external to a computer, computer system, or computer network; or altering, damaging, deleting, destroying, or otherwise using any data, computer, computer system, or computer network in order to either (A) devise or execute any scheme or artifice to defraud, deceive, or extort, or (B) wrongfully control or obtain money, property, or data (among other prohibited actions prohibited by this section) is a misdemeanor or felony.

California Public Contract Code Section 10426 – It is unlawful for a person to intentionally disclose proprietary information obtained in the negotiation, execution, or performance of an information technology contract with a state agency when the contracting party knew or should have known that the disclosure was likely to cause harm, and such conduct is punishable as a misdemeanor.

26 United States Code Section 7213(a)(2) – "State and other employees. It shall be unlawful for any person (not described in paragraph (1)) willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in Section 6103(b) [26 USC § 6103(b)]) acquired by him or another person under subsection (d), (i)(3)(B)(i) or (7)(A)(ii), (k)(10), (l)(6), (7), (8), (9), (10), (12), (15), (16), (19), (20) or (21), or (m)(2), (4), (5), (6), or (7) of Section 6103 [26 USC § 6103] or under Section 6104(c) [26 USC § 6104(c)]. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding $ 5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution."

26 United States Code Section 7213A(a)(2) – "State and other employees. It shall be unlawful for any person (not described in paragraph (1)) willfully to inspect, except as authorized in this title, any return or return information acquired by such person or another person under a provision of Section 6103 [26 USC § 6103] referred to in Section 7213(a)(2) [26 USC § 7213(a)(2)] or under Section 6104(c) [26 USC § 6104(c)]."

26 United States Code Section 7213A(b)(1) – "In general. Any violation of subsection (a) [of 26 USC § 7213A] shall be punishable upon conviction by a fine in any amount not exceeding $ 1,000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution."

26 United States Code Section 7431(a)(2) – "Inspection or disclosure by a person who is not an employee of the United States. If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of [26 USC] Section 6103 or in violation of [26 USC] Section 6104(c), such taxpayer may bring a civil action for damages against such person in a district court of the United States."

26 United States Code Section 7431(c) – Damages that may be awarded for a violation of 26 USC Section 7431(a)(2) include the greater of $1,000 for each act of unauthorized inspection or disclosure of a return or return information, or the sum of the actual damages and, if the inspection or disclosure was willful or the result of gross negligence, punitive damages; plus costs of the action, plus reasonable attorney's fees.

18 United States Code Section 1030(a)(2) – Intentionally accessing a computer without authorization or exceeding authorized access, and thereby obtaining information from any department or agency of the United States, or from any protected computer used by or for the United States Government, is punishable by fines and imprisonment from one to ten years.

My signature verifies that I read and agree to comply with the state and federal laws on PAGES 1 and 2 of this form. I further understand that failure to comply with these laws may result in my being barred from accessing Franchise Tax Board (FTB), Internal Revenue Service (IRS), or other information provided by FTB and could result in criminal prosecution.

I accept responsibility for having all company employees who will work with FTB, IRS, or other information provided by FTB read these laws, and agree to comply with them by signing and dating this statement or an attached signatory sheet.

I understand that it is my responsibility to retain this document and all signatures throughout the contracted period with FTB. I also understand it is my responsibility to ensure that all new employees read these laws and agree to comply with them before working with FTB, IRS, or other information provided by FTB by signing and dating this document or an attached signatory sheet.

Name (print)	Company Name and Title
BRENT RICHARDSON	CITY OF MADERA, CITY ATTORNEY
Signature	Date

My signature verifies that I have read and agree to comply with the state and federal laws on PAGES 1 and 2 of this form. I further understand that failure to comply with these laws may result in my being barred from accessing Franchise Tax Board (FTB), Internal Revenue Service (IRS), or other information provided by FTB and could result in criminal prosecution.

Employee Signature	Print Name	Date
	JULIA CHACON-LARSON	

Signature required on PAGE 2

Julia Chacon-Larson, Legal Assistant
205 W. Fourth Street
Madera, Ca 93637
Phone: 559-661-5483
Fax: 559-673-1304
jlarson@cityofmadera.com

[DATE]

[NAME/ADDRESS]
Madera CA 93638

RE: ***PRE-INTERCEPT NOTICE*** – Overdue Administrative Citations

Dear Mr. [LAST NAME],

Our records show that you have a [$00.00] delinquent debt due to the City of Madera. You have 30 days to voluntarily pay this amount before we submit your account to the Franchise Tax Board (FTB) for interagency intercept collections.

FTB operates an intercept program in conjunction with the State Controller's Office, collecting delinquent liabilities individuals owe to state and local agencies/colleges. FTB intercepts tax refunds, unclaimed property (UCP) claims, and lottery winnings owed to individuals. FTB redirects these funds to pay the individual's debts to the City of Madera. (California Government Code Sections 12419.2, 12419.9, 12419.10, 12419.11, and 12419.12).

If you have any questions, or do not believe you owe this debt, contact us within 30 days from the date of this letter. A representative will review your questions/objections. If you do not contact us within that time, or if you do not provide sufficient objections, we will proceed with intercept collections.

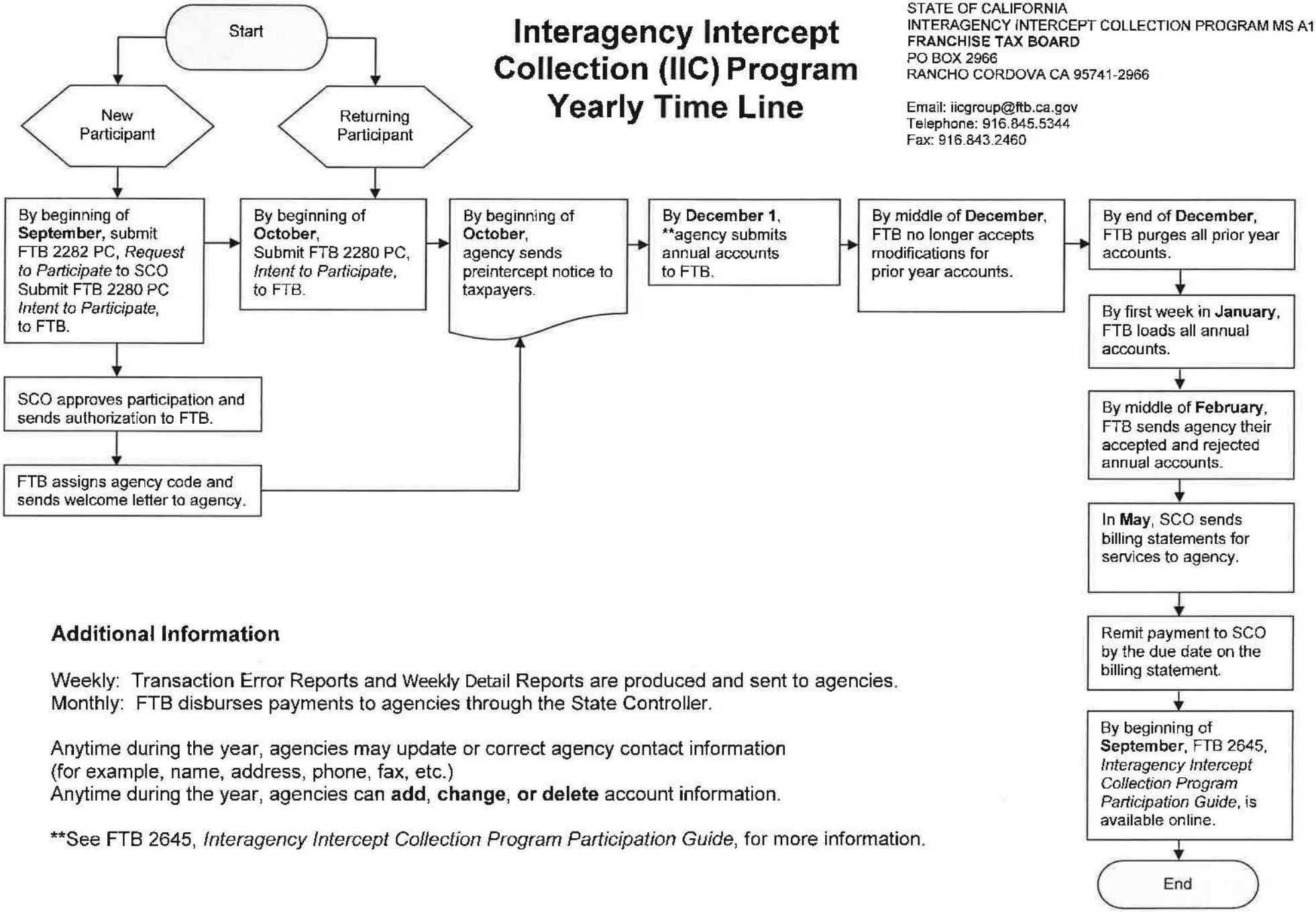
Very truly yours,

Julia Chacon-Larson
Legal Assistant
City Attorney's Office, City of Madera

Interagency Intercept Collection (IIC) Program Yearly Time Line

STATE OF CALIFORNIA
INTERAGENCY INTERCEPT COLLECTION PROGRAM MS A116
FRANCHISE TAX BOARD
PO BOX 2966
RANCHO CORDOVA CA 95741-2966

Email: iicgroup@ftb.ca.gov
Telephone: 916.845.5344
Fax: 916.843.2460



Additional Information

Weekly: Transaction Error Reports and Weekly Detail Reports are produced and sent to agencies.
Monthly: FTB disburses payments to agencies through the State Controller.

Anytime during the year, agencies may update or correct agency contact information (for example, name, address, phone, fax, etc.)
Anytime during the year, agencies can **add**, **change**, **or delete** account information.

**See FTB 2645, *Interagency Intercept Collection Program Participation Guide*, for more information.

FTB = Franchise Tax Board
SCO = State Controller's Office

Return to Agenda

REPORT TO CITY COUNCIL

Approved By:

Department Director

For City Administrator

Council Meeting of September 19,2018

Agenda Item No. B-7

SUBJECT: MINUTE ORDER – ACCEPTANCE OF THE CONSTRUCTION OF WELL-27 PIPELINE OUTFALL EXTENSION SOUTHWEST CORNER OF ALMOND AVE. & PINE ST. CITY PROJECT NO. W 17-03

RECOMMENDATION:

That the City Council approve Minute Order approving:

1. Acceptance of the Well-27 Pipeline Outfall Extension Southwest Corner of Almond Ave. & Pine St. City Project No. W 17-03.

2. The recording of the Notice of Completion.

3. The release of retention after 35 days from recording of the Notice of Completion.

SUMMARY:

The City Council, at their January 17, 2018 meeting, awarded a contract to Emmett's Excavation, Inc., for the Construction of Well-27 Pipeline Outfall Extension Southwest Corner of Almond Ave. & Pine St. City Project No. W 17-03. The Contractor has completed the project in accordance with the plans and specifications and as modified by approved change orders. It is staff's recommendation that the City Council accept the project.

SITUATION:

The project consisted of the following components: saw-cutting asphalt concrete pavement and concrete for trenching to install purple 8-inch PVC water main including tees, gate valves and appurtenance as required by the Plans and Specifications. The work also included boring and jacking a 24-inch steel casing under the existing Union Pacific Railroad spur track.

A final project inspection was held and Public Works Department and Engineering Division have accepted the project. The project can now be accepted by the City Council and a "Notice of Completion" recorded. The final progress payment less the retention amount of five percent has been processed. The original contract amount was $191,005.00.

Two contract change orders have been processed for scope of work added and credited/deducted to the project as tabulated below.

Contract Change Order(s)

Change Order No. 1

CCO	Item Description	Amount
1-1	Additional 548 SF AC Pavement Trench Restoration @ $25.00/SF	$ 13,700.00
1-2	Deletion of Bid Item #13: 5'X3.5"X7' Reinforced Concrete Box with Checkered Plated Double Lid	($ 7,000.00)
	Total Additive Amount - - - -	$13,700.00
	Total Deductive Amount - - - -	($7,000.00)
	Total Additive Amount - - - -	$6,700.00

Change Order No. 2

CCO	Item Description	Amount
2-1	Railpro's Flagging Services	$ 8,425.00
2-2	Railpro's Inspections Services	$ 6,910.00
2-3	Track Monitoring Survey	$ 5,568.00
	Total Additive Amount - - - -	$20,903.00
	Total Deductive Amount - - - -	$0.00
	Total Change Order 2-------	$20,903.00

The total cost of the Change Order is an additive in the amount of $27,603.00 increasing the cost of the project approximately 14.45% to $218,608.00.

The construction project was completed within the contract time and adjusted budgeted amount as approved at the August 15, 2018 City Council meeting.

FINANCIAL IMPACT

Funding for the project is programmed in FY2017/18 Budget, Water System Utility Fund, Org Code 20303830

Construction of the project did not have a financial impact on the City's General Fun

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Strategy 434 – Water Quality and Usage: Ensure continued water supplies to meet the demands of all Maderans through innovative reclamation, conservation and education on water-use.

RECORDING REQUESTED BY:
CITY OF MADERA

AND WHEN RECORDED MAIL TO:
CITY OF MADERA – CITY CLERK
205 W. 4TH STREET
MADERA, CA 93637

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FEE WAIVED PER SECTION 27383 & 27388.1(a)(2)(D) OF THE GOVERNMENT CODE - NO DOCUMENT TAX DUE $ -0-

NOTICE OF COMPLETION

Corporation

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described,
2. The full name of the undersigned is **City of Madera**
3. The full address of the undersigned is **205 West 4th Street; Madera, CA 93637**
4. The nature of the title of the undersigned is: In fee **Public Improvements**
   (If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
N/A	

6. A work of improvement on the property hereinafter described was completed on **SEPTEMBER 19, 2018**
7. The name of the original contractor, if any, for such work of improvement was **Emmett's Excavation, Inc.**
   (If no contractor for work of improvements as a whole, insert "none".)
8. The full name(s) and address (es) of the transferor(s) of the undersigned is (are):

NAMES	ADDRESSES
N/A	

(Complete where undersigned is successor to owner who caused improvement to be constructed)

9. The property on which said work of improvement was completed is in the City of **Madera** County of **Madera**, State of California, and is described as follows:

WELL-27 PIPELINE OUTFALL EXTENSION SOUTHWEST CORNER OF ALMOND AVE. & PINE ST. CITY PROJECT NO. W 17-03

10. The street address of said property is Madera **City Limits**
    (If no street address has been officially assigned, insert "none".)

(Signature of Owner named In Paragraph 2)

Dated: _____

Keith Brent Helmuth, P.E
City Engineer

STATE OF CALIFORNIA
County of Madera

Keith Brent Helmuth, being duly sworn says: That he is the City Engineer of the City of Madera, The corporation that executed the foregoing notice as owner of the aforesaid interest or estate in the property therein described; that he makes this verification on behalf of said corporation; That he has read said notice and knows the contents thereof, and that the facts therein stated are true:

Signature of Officer: _____

The notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Madera

Subscribed and sworn to (or affirmed) before me on the _____, by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____(Seal)
Sonia Alvarez, City Clerk

Return to Agenda

REPORT TO CITY COUNCIL

Approved By:

Department Director

For *City Administrator*

Council Meeting of September 19, 2018
Agenda Item Number B-8

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING A MASTER AGREEMENT WITH CALIFORNIA SURVEYING AND DRAFTING SUPPLY, INC. FOR VIRTUAL SURVEYING NETWORK SERVICES FOR SURVEYING VARIOUS CITY PROJECTS AND AUTHORIZING THE MAYOR TO EXECUTE THE MASTER AGREEMENT

RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 18-___:

a. Approving a Master Agreement with California Surveying and Drafting Supply, Inc. for Virtual Surveying Network Services for Surveying Various City Projects

b. Authorizing the Mayor to execute the agreement

SUMMARY:

California Surveying Drafting Supply, Inc will be providing GPS (Global Positioning System) Network Service to an existing piece of survey equipment already owned by the City. This equipment, called a GPS Rover is used to provide horizontal and vertical survey measurements for engineering design purposes. The existing GPS Rover owned by the City requires connection to this vendor's GPS Network Service to provide the horizontal and vertical data.

The attached master agreement must be executed prior to the usage of California Surveying and Drafting Supply, Inc. (CSDS) GPS network service. Based on anticipated future usage, staff has selected a plan that assesses charges based on a daily fee rate of $70.00 with a maximum of $500.00 per month. The daily rate will only be charged for those days that the network is used. Based on the

agreement, the maximum annual cost would be $6,000.00 though it is unlikely that value would be reached unless the need for the Rover increases beyond that is currently anticipated. The agreement also includes a one-time initial license fee of $250.00 and a yearly renewal fee of $100.00.

In addition, a Wi-Fi mobile hotspot data plan will be needed to access CSDS GPS network. A Wi-fi mobile hotspot consists of a small router device that allows wireless internet access for Wi-Fi compatible devices. The engineering department will also be purchasing a Wi-Fi mobile hotspot data plan that will cost approximately $40.00 per month upon the approval of the Master Agreement with California Surveying Drafting Supply, Inc. The approximate annual cost of the Hotspot data plan will be $480.00.

SITUATION:

The City currently has several projects under design that would benefit from using CSDS GPS network service for the current surveying equipment owned by the City. This would enable the City to obtained required survey data faster and more cost-effective manner than hiring a survey consultant.

FINANCIAL IMPACT:

There is no adverse fiscal impact to the City's General Fund. Cost for the CSDS network service will typically be spread among various CIP projects based on each project needs and usage. Otherwise, cost will be applied to the Local Transportation Fund (LTF) if used on transportation related projects.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Action 126.0 – This project will provide safe, clean and attractive streets consistent with the Madera Vision 2025 Plan.

RESOLUTION NO. 18 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A MASTER AGREEMENT WITH CALIFORNIA SURVEYING AND DRAFTING SUPPLY, INC. FOR VIRTUAL SURVEYING NETWORK SERVICES FOR SURVEYING VARIOUS CITY PROJECTS AND AUTHORIZING THE MAYOR TO EXECUTE THE MASTER AGREEMENT

WHEREAS, the Master Agreement must be executed with California Surveying and Drafting Supply, Inc. before the City is able to use the GPS Network Service; and

WHEREAS, City wishes to delegate authorization to the Mayor of the City of Madera to execute the Master Agreement with California Surveying and Drafting Supply, Inc.

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. Master Agreement by and between the City of Madera and California Surveying and Drafting Supply, Inc., a copy of which is on file in the office of the City Clerk and referred to for particulars, is approved.
3. The Mayor is authorized to execute the Master Agreement with the California Surveying and Drafting Supply, Inc. on behalf of the City.
4. This resolution is effective immediately upon adoption.

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

CSDS VIRTUAL SURVEYING NETWORK
SUBSCRIBER AGREEMENT

This Subscriber Agreement (the "Agreement"), dated September 6, 2018 ("Effective Date") is by and between California Surveying & Drafting Supply, Inc. ("CSDS"), and the undersigned subscriber ("Subscriber") identify on the signature page of this Agreement. This Agreement will serve as a master agreement covering all User(s) (as defined below) the Subscriber may control.

1. BACKGROUND AND OBJECTIVES. CSDS is in the process of establishing a Real Time Kinematic (RTK) Network ("the CSDS VSN") within Northern California. The CSDS VSN is currently servicing the greater Sacramento region, the Bay Area and the Central Valley, and CSDS plans to expand to additional areas until all surrounding areas are virtually seamless and combined into one CSDS VSN covering Northern California that have data cellular telephone coverage. Using Trimble Reference Stations, Trimble GPSNet and Trimble RTKNet software, the Subscriber with a GPS Rover ("Rover") working within the CSDS VSN will be able to obtain RTK accuracies using Dual Frequency GPS Receivers.

2. SUBSCRIPTION.

2.1 For the purpose of this Agreement, a "User" is defined as one (1) Rover activated to work within the CSDS VSN. Under the terms and condition of this Agreement, a Subscriber may have one or more Users under its control. The Subscriber agrees to pay an initial non-refundable license fee set forth in Schedule B for each User ("Initial License Fee"). Upon payment of the Initial License Fee for a new User, such User will be entitled to attend a configuration and system orientation session provided by CSDS and will be issued a username and password that will allow such User's Rover to access the CSDS VSN ("User Account"). The Subscriber is responsible for purchasing and maintaining its own equipment to access the CSDS VSN, including, but not limited to, the Rover, the cellular phone modem and all costs associated therewith.

2.2 In addition to the Initial License Fee and during the term of this Agreement, the Subscriber will be assessed a monthly fee as set forth in in Schedule B for each User ("Subscription Fee"). The Subscriber acknowledges and agrees that CSDS reserves the right to change the Monthly Fee once per calendar year. Unless otherwise stated, if CSDS increases the Monthly Fee, CSDS will provide notice to the Subscriber at least thirty (30) days before the effective date of such fee increase. CSDS may decrease the Monthly Fee without providing advance notice.

3. INITIAL TERM. The initial term of this Agreement is as of the September 19, 2018 until September 30, 2019 ("Initial Term").

4. STANDARD TERMS AND CONDITIONS. This Agreement is subject to the Standard Terms and Conditions which accompany this facing page and are expressly incorporated into this document by reference. The parties have read and agree to be bound by those Standard Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

California Surveying & Drafting Supply, Inc.	Company: _____
	Signature: _____
_____	_____
Tom Cardenas, President	[Name, Title]
Address: 4733 Auburn Blvd. Sacramento, CA 95841	Address: _____ _____
Email: tomc@csdsinc.com	Email: _____
	Phone: _____
Date: _____	Date: _____

SCHEDULE B
TO THE
SUBSCRIBER AGREEMENT

Initial License Fee: **Billed at $250 per user**

Daily Fee: **Billed at $70 per day per user, not to exceed $500 per month per user**

Number of Users: **1**

***Primary Contact Name:** Victor Aldama
Mobile Number: (559) 661-5419
Email Address: valdama@cityofmadera.com

***Secondary Contact Name:** Keith Helmuth
Mobile Number:
Email Address: khelmuth@cityofmadera.com

***Required for activation + Account Status Updates**

Initials:_____

SUBSCRIBER AGREEMENT
STANDARD TERMS AND CONDITIONS

1. Renewals. After the Initial Term, this Agreement will automatically renew for additional one-year period at renewal fee of $100 per year per User ("Renewal Fee") unless the Subscriber notifies CSDS in writing 30 days prior to the annual renewal that it wishes to terminate this Agreement or reduce the number Users. The Renewal Fee is in addition to the Initial License fee and the Monthly Fee. Partial credit will not be given if the Subscriber reduces the number of Users during the Initial Term or any renewal period.

2. Subscriber's Obligations.

A. The Subscriber agrees not to re-broadcast the RTK signal.

B. The Subscriber agrees to pay CSDS all of the fees and other charges provided in this Agreement. CSDS may suspend, restrict or cancel the User Account(s) and/or this Agreement pursuant to Section 4.B. below if the Subscriber fails to make any payments under this Agreement when due.

C. The Subscriber agrees that it will only designate its agents and/or employees as Users for the purposes of utilizing the CSDS VSN, and that it will not resell, transfer or permit other people to use its User Account information to access the CSDS VSN. The Subscriber agrees to (i) immediately notify CSDS of any unauthorized use of its User Account or any breach of security, and (ii) use its best efforts to safe guard and protect its User Account information.

D. The Subscriber acknowledges and agrees that the Global Positioning System ("GPS") is operated by the U.S. Government Department of Defense, which is solely responsible for the accuracy, daily operations and maintenance of the satellites used in that system. As a result, CSDS shall not be responsible and/or liable for the unavailability or inaccuracy of GPS data.

E. The Subscriber acknowledges and agrees that the RTK data obtained from the CSDS VSN when used outside of the limits of the CSDS VSN may result in degraded accuracies. **The Subscriber understands that proper survey practices must be followed at all times. The Subscriber agrees to practice and have knowledge of the following techniques including, but not limited to, site calibrations, checking local control, initialization checks, and the Subscriber agrees that these techniques will be followed on all surveys completed within the CSDS VSN.**

F. The Subscriber shall be liable for and shall pay all charges and taxes (local, State and Federal), including all sales and use taxes (excluding taxes based on CSDS' net income) which may now or hereafter be imposed or levied upon the use of the Services (as defined below) or as a result of any of the terms of this Agreement.

3. CSDS's Obligations.

A. CSDS will be responsible for implementation, operation and maintenance of the CSDS VSN (the "Services"), however, the Subscriber acknowledges and agrees that (i) the CSDS VSN is currently available in the greater Sacramento region, the Bay Area, and parts of the Central Valley such as Lodi, Stockton, and Modesto, (ii) CSDS intends to rollout additional services in surrounding areas in the future, and (iii) the performance of the CSDS VSN may vary depending on a number of factors, such as the User's location, interference from objects, environmental factors and other factors beyond the control of CSDS. CSDS reserves the right to change and/or discontinue a service area and no guarantee is made as to the accuracy of the RTK data.

B. CSDS will use commercially reasonable efforts to maintain continuous service to the CSDS VSN. The Subscriber acknowledges and agrees that interruptions in the Services may occur and that data availability is not guaranteed. As a result, CSDS shall not be responsible and/or liable for the unavailability or inaccuracy of RTK data.

C. In CSDS's sole discretion, CSDS agrees to establish Reference Stations at certain of its facilities, and other designated facilities that meet the network requirements at no additional cost to subscribers.

D. CSDS reserves the sole right and discretion to refuse any User access to the CSDS VSN if CSDS determines that the User is in breach of this Agreement.

4. Cancellation of User Account and/or Agreement.

A. The Subscriber may cancel the User Account(s) or terminate this Agreement at any time by providing CSDS with written notice of such cancellation or termination no less than fifteen (15) days before the end of the month in which cancellation or termination is sought.

B. CSDS reserves the right to suspend, restrict, or cancel the User Account(s) and/or this Agreement, should the Subscriber (or any of its agents and/or employees) violate any terms of this Agreement. If the User Account(s) is suspended, restricted, or cancelled under this Section 4.B., the Monthly Fee and charges will accrue through the date that CSDS fully processes the suspension, restriction or cancellation. The Subscriber shall pay all fees and charges that are due under this Agreement, including reimbursement

of any reasonable costs incurred, including attorneys' fees, to collect the fees owed to CSDS.

C. In addition to the rights set forth in Section 4.B. above, CSDS reserves the right to cancel the User Account(s) or terminate this Agreement for any other reason by providing the Subscriber with written notice of such cancellation and/or termination no less than thirty (30) days prior to the date of cancellation/termination. In the event of cancellation or termination by CSDS under this Section 4.C., CSDS will fully refund a prorated portion of the Monthly Fee paid by the Subscriber for the month in which the User Account(s) was cancelled or Agreement was terminated.

5. Indemnification. Subscriber agrees to indemnify, defend and hold CSDS and its officers, directors, employees and agents harmless from any claims arising out of Subscribers actions including, but not limited to, failing to follow proper survey standards (see Section 2.D. above), or violating this Agreement, any applicable law or regulation or the rights of any third party.

6. Limitation of Liability; No Consequential Damages. TO THE EXTENT PERMITTED BY LAW, CSDS LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS SUBSCRIBER MAY HAVE AGAINST CSDS IS LIMITED TO AN AMOUNT EQUAL TO THE MONTHLY FEES WHICH HAVE BEEN PAID BY THE SUBSCRIBER TO CSDS, DURING THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES IS CSDS LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES.

7. Limited Warranty. THE SERVICES ARE PROVIDED BY CSDS ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. CSDS DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE USE OR OPERATION OF THE SERVICES, OR THAT DEFECTS WILL BE CORRECTED ON A TIMELY MANNER OR IF AT ALL. The subscriber's sole remedy for a complete service interruption shall be limited to a pro-rata credit of the Monthly Fees for the Services for the time period in which the Services are interrupted, not to exceed a maximum services interruption time period of two consecutive months. A credit will not be issued if the interruption is due to a problem beyond CSDS reasonable control, or due to the failure of power and/or equipment of the Subscriber.

EXCEPT AS THIS AGREEMENT EXPRESSLY STATES, WE MAKE NO EXPRESS WARRANTY REGARDING THE SERVICES, AND DISCLAIM ANY IMPLIED WARRANTY, EITHER IN FACT OR BY OPERATION OF LAW, STATUTE, OR OTHERWISE, INCLUDING ANY WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR COMPLIANCE WITH PARTICULAR STANDARDS. CSDS MAKES NO REPRESENTATIONS OR ENDORSEMENTS REGARDING ANY THIRD PARTY EQUIPMENT, SERVICES OR MATERIALS AVAILABLE THROUGH THE SERVICES. CSDS DOES NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, CSDS' EMPLOYEES, AGENTS, CONTRACTORS, OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON CSDS' BEHALF, AND THE SUBSCRIBER SHOULD NOT RELY ON ANY SUCH STATEMENT.

8. Miscellaneous.

A. This Agreement and the Standard Terms and Conditions constitutes the entire agreement of the parties with respect to the subject matter of this Agreement. This Agreement supersedes any and all prior representations and agreements, whether oral or written, between the parties to this Agreement with respect to the subject of this Agreement. Neither party will be bound by a term, condition, representation, warranty or provision other than as specifically stated in this Agreement. Except as otherwise expressly provided herein, this Agreement may be modified only by a writing signed by an authorized representative of each party. Waiver of any one provision of this Agreement will not be deemed to be a waiver of any other provision of this Agreement.

B. Neither Party shall be liable for any default or delay in the performance of its obligations hereunder if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions in the United States, or any other similar cause beyond the reasonable control of such party. In such event, the non-performing party will be excused from any further performance or observance of the obligations(s) so affected for as long as such circumstances prevail and such party continues to use all commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any party so delayed in its performance will immediately notify the other by telephone (to be confirmed in writing within five days of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay.

C. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any

way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law(s).

D. This Agreement shall be governed by the laws of the State of California as such laws are applied to contracts which are entered into and performed entirely within the State of California including the conflicts of law principles thereof. The sole and exclusive venue for any litigation or informal dispute resolution shall be Sacramento County, California.

E. Except as otherwise specified, any notices hereunder will be given to the appropriate party at the address specified in the Agreement or at such other as the party will specify in writing. Notice will be deemed given: upon personal delivery; if sent by fax or email, upon confirmation of receipt; or if sent by certified or registered mail, postage prepaid, when sent.

F. The Subscriber shall not have any rights or ability to assign (including any assignment by operation of law), or transfer any obligations or benefit hereunder without the written consent of CSDS, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Subscriber may assign this Agreement or its rights and obligations hereunder to a successor in interest without obtaining consent from CSDS in the event of a merger, consolidation, reorganization or sale of all or substantially all of the assets of the Subscriber. This Agreement will be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

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REPORT TO CITY COUNCIL

COUNCIL MEETING OF September 19, 2018
AGENDA ITEM NUMBER B-9

APPROVED BY: Mary Anne Seay, Director
Parks and Community Services

APPROVED BY: Steve Frazier, City Manager
For

SUBJECT: Consideration of a Resolution Approving an Agreement with the Fresno-Madera Area Agency on Aging (FMAAA) for Fiscal Year 2018-19 for **Site Management** and Authorizing the Mayor to Execute the Agreement on Behalf of the City and Rescinding Resolution No. 18-132; and

Consideration of a Resolution Approving an Agreement with the Fresno-Madera Area Agency on Aging (FMAAA) for Fiscal Year 2018-19 for the **Transportation Program** and Authorizing the Mayor to Execute the Agreement on Behalf of the City and Rescinding Resolution No. 18-133.

RECOMMENDATIONS:

Staff recommends Council:

1) Adopt the Resolution approving the Agreement with the Fresno Madera Area Agency on Aging (FMAAA) for Site Management Services for Fiscal Year 2018-19 and rescinding Resolution No. 18-132.
2) Adopt the Resolution approving the Agreement with the Fresno Madera Area Agency on Aging (FMAAA) for Transportation Services for Fiscal Year 2018-19 and rescinding Resolution No. 18-133.
3) Authorize the Mayor to execute the Agreements for Site Management Services and Transportation Services on behalf of the City.

DISCUSSION:

At the July 18, 2018 Regular Meeting of the City Council, Council adopted Resolutions No. 18-132 and 18-133 approving respectively the agreements with the FMAAA for Site Management Services and Transportation Services for Fiscal Year 2018-19. The Agreements were subsequently forwarded to the FMAAA for final execution within days of the Council Meeting. In the second week of August, FMAAA staff began making minor changes and requesting City staff to make changes in specific documents in both of the agreements. The revision process continued into the week of August 13, 2018 and on August 27, 2018 City Staff received an altered, fully executed original Transportation Agreement followed by an altered, fully-executed Site Management Agreement on August 30, 2018.

The revisions requested and/or executed by FMAAA have no effect on operations for either program and do not alter the City's financial commitment or the amount of grant funding received from the agency for the services provided. The changes, detailed in Attachment A included with this report, are administrative in nature. However, since Council did not have the benefit of reviewing the final agreements as executed by the counter-signing agency it is necessary the agreement be revisited for Council's consideration of approval. In addition, the resolutions adopting the actions at the July 18th meeting that approved the agreements must be rescinded.

FINANCIAL IMPACT:

The Agreements provide revenues that have been included in the Fiscal Year 2018-19 City Budget proposed to Council at the July 5, 2018 Regular Meeting. The acceptance of the grants requires the City to provide 10% of the grant amount as matching funds from program donations and the City's General Fund; the match was also anticipated in the adopted FY 2018-19 City Budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions are consistent with the following Vision Madera 2025 strategies:

342.3 Collaborate with agencies to provide support and opportunities for seniors.

121.4 Continue to provide discount fares for seniors and people with disabilities.

407 Develop programs for elderly adults that promote independent living and social activity.

ATTACHMENT A
Changes from original documents provided to Council 7/18/2018.*

Transportation – Contract No. 19-0144

Pages included when sent to Council 7/18/2018 but not present when returned by FMAAA 8/27/2018:

1. Summary of Substantive Revisions, pages 1-2.
2. City form of Resolution.
3. W-9 instructions, pages 3-6.
4. Exhibit B – Budget cover sheet.

Pages not sent to Council 7/18/2018 but present when returned by FMAAA 8/27/2018:

1. Appendix A – Resolution of Authorization to Contract. This was substituted for City form of Resolution per FMAAA's request.
2. City of Madera Recreation/Community Program Coordinator Job Description, pages 1-3. This was added per FMAAA's request.
3. Corinne Long-Folk's resume. This was added per FMAAA's request.

Pages altered from form sent to Council 7/18/2018 when returned by FMAAA 8/27/2018:

1. Budget Page 1. There is a $1 difference in two totals on the budget. FMAAA corrected round-off error created by formulas in their template and replaced the budget page.
2. Budget Page 2. There is a $1 difference in eight places on the budget. FMAAA corrected round-off error created by formulas in their template and replaced the budget page.
3. Budget Page 3. There is a $1 difference in three places on the budget. FMAAA corrected round-off error created by formulas in their template and replaced the budget page.
4. Exhibit D – Program Cost Efficiency. Until this year, FMAAA has not had us include the City General Fund contribution as a source of "grant" funding. This year they requested we include this as a "grant revenue source. The net result is a change of Cost per Unit of Service from $.50/Unit to $.58/Unit.

Site Management – Contract No. 19-0147

Pages included when sent to Council 7/18/2018 but not present when returned by FMAAA 8/27/2018:

1. Summary of Substantive Revisions, pages 1-2.
2. City form of Resolution.
3. W-9 instructions, pages 3-6.

4. Exhibit B – Budget cover sheet.
5. Exhibit F – Service Provider Emergency Resource Information cover sheet.
6. City of Madera Director of Parks and Community Services job description, pages 1-3.
7. Mary Ann Seay's resume.

Pages not sent to Council 7/18/2018 but present when returned by FMAAA 8/27/2018:

1. Appendix A – Resolution of Authorization to Contract. This was substituted for City form of Resolution per FMAAA's request.
2. City of Madera Recreation/Community Program Coordinator Job Description, pages 1-3. This was added per FMAAA's request.
3. Corinne Long-Folk's resume. This was added per FMAAA's request.

Pages altered from form sent to Council 7/18/2018 when returned by FMAAA 8/27/2018:

1. Budget Page 1. Added Program Leader part-time position (.375 FTE) to reflect a *less* conservative estimate of staff dedicated to program activities (per FMAAA's request).
2. Budget Page 1. There is a $4,004 difference in six places on the budget that reflects the salary cost added in 1. above. While this does not reflect an actual increase of $4,004 to the City's expenses because this staff member will work regardless of whether they provide FMAAA related services or not; it may change how we report expenses (to the FMAAA activity vs. to the City General Fund).
3. Budget Page 2. $4,004 difference in eight places on the budget that reflects the salary cost added in 1. above. FMAAA corrected round-off error created by formulas in their template and replaced the budget page.
4. Budget Page 3. $4,004 difference in three places on the budget that reflects the salary cost added in 1. above.
5. Exhibit E – Program Narrative. One part-time staff member identified to work on the program was changed and some details were altered to reflect FMAAA requested changes in 1-4 above.

* Exhibit 1 as follows is the annotated copies of all of the documents described in the narrative above.

EXHIBIT 1



Connecting the Community

Fiscal Year 2018-2019 Contract
between
City of Madera
and
Fresno-Madera Area Agency on Aging

Contract No. 19-0144
Transportation

INCLUDED WHEN SENT TO COUNCIL – RETURNED WITHOUT

7/18/18
PAGE 1 & 2

8/27/18
PAGES 1 & 2

Summary of Substantive Revisions
Fresno-Madera Area Agency on Aging
Fiscal Year 2018-2019 Area Plan Service Provider Contracts

Article V, Assurances	
Section H, Information Integrity and Security, Paragraphs 2 and 2.a	
	128-Bit encryption required for data that is confidential, sensitive, and/or personal information, including data stored on all computing devices.
	New paragraph added to prohibit use of portable electronic storage media (including, but not limited to jump drives, thumb drives, and flash drives; portable hard drives; and CDs, DVDs, and other discs).
Section H, Information Integrity and Security, Paragraph 4.a	
	Information Security Awareness Training renamed to Privacy and Information Security Awareness Training; hard copy no longer available. (Training must be completed online.)
Section H, Information Integrity and Security, Paragraph 6	
	Contractor/Vendor Confidentiality Statement (Appendix C) renamed to Information Integrity and Security Statement.
Article VII, Budget and Budget Revision	
Section D, Program Specific Funds	
	Paragraphs 1.d (permitted deferral of excess program income to first quarter of following contract year) and 1.e (use of deferred program income by last day of fiscal year) from fiscal year 2017-2018 contract deleted; paragraphs f-h renumbered to d-f.
	Paragraph 2.b.1) from fiscal year 2017-2018 contract deleted (permitted purchase of equipment with one-time-only funds).
Article VIII, Payment	
Section A, Payment	
	Last sentence added, pertaining to monthly expenditure reports: *The report shall include all costs and funding sources for the month prior.*
Section G, Closeout	
	Paragraph 1 revised to include requirement for submittal of Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging (FMAAA 32) with Financial Closeout Report.
Article XI, Property	
Section B	
	Paragraphs 1 and 2 revised to change definition of Property.
	Paragraph 2.a added to prohibit purchase and use of portable electronic storage media.

	Paragraph 3 from fiscal year 2017-2018 contract deleted and incorporated in revised first paragraph of Section B (Property acquired under this agreement which meets any of the following criteria . . .).
Section D	
	New paragraph added re: requirement to submit detailed listing of planned Equipment/Property purchases on page 4 of Budget, and requirement for justification and prior approval from CDA required for Equipment/Property with per unit cost of $500 or more.
Sections E-P from fiscal year 2017-2018 contract renumbered to F-Q	
Section I	
	Revised to include requirement for submittal of Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging (FMAAA 32) with Financial Closeout Report.
Section J	
	Revised regarding process for disposal of property and change of form number of Request for Dispose of Property from CDA 248 to FMAAA 248.
Section K	
	Revised regarding sanitizing of computing devices prior to disposal, and providing documentation of sanitation to the FMAAA with the Request to Dispose of Property (form number changed from CDA 248 to FMAAA 248).
Section L	
	Revised to reflect form number change of Request to Dispose of Property from CDA 248 to FMAAA 248.
Section M	
	Revised to include property purchased or financed with matching funds, monetary donations, and in-kind donations as property for which the State reserves title.
Section Q	
	Section Q from fiscal year 2017-2018 contract deleted, as its content is addressed in Section D of Article XI.
Article XVII, Termination	
Section A, Termination Without Cause	
	Item 1. First sentence revised: The Agency on Aging may terminate performance of work *at any time during the Agreement term . . .* Second paragraph added re: Agency on Aging to provide minimum of 30 days written notice to the Contractor of non-renewal or non-award of the contract, effective on the last day of the Agreement term.

INCLUDED WHEN SENT TO COUNCIL 7/18/18
RETURNED WITHOUT 8/27/18

RESOLUTION NO. 18 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2018-19 FOR THE TRANSPORTATION PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the City of Madera Parks & Community Services Department provides senior services to older adult citizens age 60 years and older including a subsidized bus ticket program; and

WHEREAS, the Fresno-Madera Area Agency on Aging (FMAAA) provides Title III of the Federally Funded Older Americans Act program funding that supports this activity; and

WHEREAS, the FMAAA has prepared an Agreement which provides the City $16,866 in funding for the Transportation Program; and

WHEREAS, the Agreement is in the best interests of the City, the FMAAA and the citizens of Madera.

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

1. The above recitals are true and correct.
2. The Agreement with the FMAAA for the Transportation Program, a copy of which is on file in the Office of the City Clerk and is referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement on behalf of the City.
4. Participation in the activities contemplated by this Agreement as of July 1, 2018, is hereby ratified.
5. This resolution is effective immediately upon adoption.

****

RETURNED WITHOUT PAGES 3-6 OF W-9 INSTRUCTIONS 8/27/18
INCLUDED WHEN SENT TO COUNCIL 7/18/18

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

RETURNED WITHOUT EXHIBIT B COVER SHEET 8/27/18
INCLUDED WHEN SENT TO COUNCIL 7/18/18

EXHIBIT B

Budget

The Agency on Aging sends budget forms in Excel format to service providers via e-mail.

Please return two completed sets of the budget with the signed and completed contract documents.

Please contact the Agency on Aging's fiscal department at (559) 600-4405 to request hard copies of the blank worksheets if needed.

RETURNED WITH APPENDIX A ADDED 8/27/18
ADDED PER FMAAA REQUEST

APPENDIX A

RESOLUTION OF AUTHORIZATION TO CONTRACT

The governing board of the City of Madera
(Service Provider)

hereby authorizes Andrew J. Medellin - Mayor
(Name and Title)

to execute the contract(s) listed on Page 1 of this Agreement with the Fresno-Madera Area Agency on Aging for the fiscal year beginning July 1, 2018, to June 30, 2019, including any subsequent amendments and all necessary supporting documents.

Andrew J. Medellin
Name of Chair ***(Please Print)***
Governing Board

Signature of Chair
Governing Board

8-8-18
Date

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

2013 APR 15 PM 1:01

NOT INCLUDED WHEN SENT TO COUNCIL 7/18/18
INCLUDED AT FMAAA'S REQUEST
INCLUDED WITH RETURNED CONTRACT 8/27/18

CITY OF MADERA

RECREATION/COMMUNITY PROGRAMS COORDINATOR

Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications may not include all duties performed by individuals within a classification. In addition, specifications are intended to outline the minimum qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.

DEFINITION:

Under direction, plans, coordinates, supervises, schedules and evaluates recreation, aquatic, leisure and/or senior citizen services programs; works with community groups and individuals in providing programs; provides public information and markets programs; ensures safe work practices and quality of programs; maintains appropriate work records; serves as a technical resource for assigned personnel; performs related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Recreation/Community Programs Coordinator** is the professional level class responsible for the coordination and implementation of one or more specialized recreation, aquatic, leisure and/or senior citizen services activities. This classification is distinguished from the next higher classifications of Recreation Programs Manager and Community Programs Manager in that the latter are responsible for planning, developing and implementing division programs that are broader and more comprehensive in scope.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from either the Recreation Programs Manager or Community Programs Manager. Exercises direct supervision over a variety of part-time, contractual and office support staff and volunteers.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Plans, implements, supervises and evaluates specific recreation, aquatic, leisure time and senior citizen services activities; coordinates and schedules recreation, aquatic and other activities for children, youth, adult, senior and other special populations; develops and schedules special events and activities; markets recreational, aquatic, leisure and senior services programs to the community; prepares and coordinates the development of event publicity, including press releases, flyers, pamphlets, brochures, graphics and visual displays.

- Recruits, hires and supervises part-time and contractual employees and volunteers; assumes responsibility for motivating and evaluating assigned personnel; identifies training opportunities and needs and provides training programs for staff; develops schedules and work methods for performing assigned duties; administers and coordinates payroll for assigned staff; ensures adherence to safe work practices, methods, procedures and practices; initiates disciplinary procedures as appropriate.

NOT INCLUDED WHEN SENT TO COUNCIL 7/16/19
INCLUDED AT FMAAA'S REQUEST
INCLUDED WITH RETURNED CONTRACT 8/27/19

- Assists in development of the annual budget for assigned programs; monitors and administers program expenditures; coordinates maintenance programs for facilities, pools, vehicles and equipment; recommends the purchase of necessary equipment and supplies.

- Participates in the development of policies and procedures; recommends programs, activities and work methods to higher level personnel; maintains records and develops reports on new or existing programs; evaluates programs for effectiveness and efficiency; serves as acting Recreation Supervisor as required.

- Attends and participates in organizational and community meetings; meets with school, business and community groups to create partnerships; works with community groups and individuals in the evaluation of recreational programs and activities; stays current on issues relative to the field of community recreation, leisure and senior citizen services; responds to and resolves community questions and concerns.

- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in keeping records and preparing reports using a computer key board. Additionally, the position requires near and far vision in reading written reports and work related documents and acute hearing is required when providing phone and face-to-face service. The nature of the work may require the incumbent to work outdoors, lift equipment and materials weighing up to 25 pounds and come in contact with chemical agents used in pool maintenance.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Recreation/Community Programs Coordinator**. A typical way of obtaining the required qualifications is to possess the equivalent of three years of progressively responsible supervisory experience in recreational, aquatic, leisure and/or senior citizen services activities or programs, and a Bachelor's degree from an accredited college or university with major work in social service, recreation, public administration or a related field.

License/Certificate:

Possession of, or ability to obtain, a valid class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

Knowledge of:

NOT INCLUDED WHEN SENT TO COUNCIL 7/18/18
INCLUDED AT FMAAA'S REQUEST
INCLUDED WITH RETURNED CONTRACT 8/27/18

Principles, practices, methods, equipment and materials used in the delivery of recreation, aquatic, leisure time and senior citizen services activities; program content for specialized community activities; principles and practices of program development and administration; pool health and safety requirements; methods and techniques of supervision, training and motivation, applicable federal, state and local laws codes and regulations; grant writing and administration; occupational hazards and standard safety practices and equipment; principles and practices of contract administration, purchasing and record keeping.

Ability to:

Plan, organize, direct and evaluate the work of subordinate staff for assigned program areas; manage and oversee the delivery of recreation, aquatic, leisure time and senior citizen services activities; analyze complex operational and administrative problems, evaluate alternatives and recommend or adopt effective solutions; communicate clearly and concisely, both orally and in writing; design, develop and implement recreation, aquatic, leisure, nutritional, health and social programs suited to the needs of the community population assigned to serve; develop, present and administer a program budget; coordinate, develop and conduct training programs for staff; establish and maintain effective working relationships.

Skill to:

Operate an office computer and a variety of word processing and software applications.

NOT INCLUDED WHEN SENT TO COUNCIL 7/18/18
INCLUDED AT EMAAA'S REQUEST
INCLUDED WITH RETURNED CONTRACT 8/27/18

CORINNE LONG-FOLK

3343 Kimmel Avenue,
Madera, CA 93637
(559)232-3380

Dedicated Senior Services Coordinator with over 18 years of experience delivering superior results in senior services and programming. Proactive and reliable, with a meticulous detail-oriented and organized nature.

EXPERIENCE

11/1999-PRESENT

SENIOR SERVICES COORDINATOR, CITY OF MADERA PARKS & COMMUNITY SERVICES DEPARMENT

Responsible for planning, coordinating, supervising, scheduling and evaluating senior citizen services and programs; Work with community groups and individuals in implementing programs; Overseeing multiple employees; Ensure safe work practices and quality of programming.

10/1998-11/1999

TRAUMA INTERVENTION PROGRAM CRISIS TEAM MANAGER, FRESNO TRAUMA CENTER

I was responsible for recruitment, supervising, training, fundraising, and promoting of the local Fresno Chapter. We currently have 35 volunteers and 6 team leaders who are on call 24 hours, 365 days a year. I provide the CEO with monthly activity reports which include call volume, interaction with emergency responders and clients. I do debriefing with the volunteers after every within 24 hours. I conduct a monthly team building meeting. I also go out on calls as well as provide team leaders with a break when needed. I provide staff with literature, recognitions and support. I gave the extra support to clients when needed, sometimes days after a traumatic event in their lives. I am responsible for all monitoring of client and emergency responders feedback cards and the following of all policies and procedures.

SKILLS

- I have a passion for working with seniors and helping them with amenities they might not know about.
- Focused
- Hard working
- Forward thinking
- Works well with others

ACTIVITIES

I enjoy a challenge and quickly adapt to new projects. I am proud of my ability to get the job done and I enjoy customer relations. I am very energetic and work well with others.

BUDGET SENT TO COUNCIL 7/18/18

(Revised May 2018)

FRESNO - MADERA AGENCY ON AGING
PERSONNEL BUDGET DETAIL: FY 2018-19

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III B Supportive Services: Transportation

CONTRACT NO: 19-0144
REVISION NO:

A. POSITION TITLE		B. FTE % (40 Hrs = 100%)	C. FULL ANNUAL SALARY	D. % OF TIME ON PROGRAM	E. FMAAA GRANT	F. PROGRAM DONATIONS	G. DONATIONS C-1	H. MATCHING FUNDS	I. NON-MATCHING FUNDS	J. TOTAL PERSONNEL COSTS
Community Service										
1. Coordinator	Salary	100.0%	51,929	2.00%				1,040		1,040
2. Program Leader Bergon	Salary	75.0%	18,720	2.00%		22		353		375
3. Program Leader Pan Am	Salary	75.0%	18,720	2.00%		22		353		375
4.	Salary									
5.	Salary									
6.	Salary									
7.	Salary									
8.	Salary									
9.	Salary									
10.	Salary									
Total Salaries	Page 2 Line 1 a ——>					43		1,746		1,790
Total Payroll Taxes	Page 2 Line 1 b ——>					2		52		54
Total Benefits	Page 2 Line 1 c ——>					5		743		748
TOTAL PERSONNEL COSTS	Page 2 Line 1 ——>					50		2,541		2,592

NOTE: If there is more than one employee per position, list each separately. Use additional pages as necessary.

IN-KIND PERSONNEL COSTS DESCRIPTION OF WORK PERFORMED	NUMBER OF VOLUNTEERS	AVE. ANNUAL HOURS PER VOLUNTEER	TOTAL ANNUAL HRS	RATE PER HOUR	TOTAL IN-KIND

BUDGET RETURNED 8/27/18

1. INCREASED FROM 43 TO 44
2. INCREASED FROM 50 TO 51

(Revised June 2015)

FRESNO - MADERA AGENCY ON AGING
PERSONNEL BUDGET DETAIL: FY 2018-19

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III B - Transportation
CONTRACT NO: 19-0144
REVISION NO:

A. POSITION TITLE		B. FTE % (40 Hrs = 100%)	C. FULL ANNUAL SALARY	D. % OF TIME ON PROGRAM	E. FMAAA GRANT	F. PROGRAM DONATIONS	G. DONATIONS C-2	H. MATCHING FUNDS	I. NON-MATCHING FUNDS	J. TOTAL PERSONNEL COSTS
Community Service 1. Coordinator	Salary	100.0%	51,929	2.00%				1,040		1,040
2. Program Leader Bergon	Salary	75.0%	18,720	2.00%		22		353		375
3. Program Leader Pan Am	Salary	75.0%	18,720	2.00%		22		353		375
4.	Salary									
5.	Salary									
6.	Salary									
7.	Salary									
8.	Salary									
9.	Salary									
10.	Salary					1				
Total Salaries			Page 2 Line 1 a ---->			44		1,746		1,790
Total Payroll Taxes			Page 2 Line 1 b ---->			2		52		54
Total Benefits			Page 2 Line 1 c ---->			5 2		743		748
TOTAL PERSONNEL COSTS			Page 2 Line 1 ---->			51		2,541		2,592

NOTE: If there is more than one employee per position, list each separately. Use additional pages as necessary.

IN-KIND PERSONNEL COSTS DESCRIPTION OF WORK PERFORMED	NUMBER OF VOLUNTEERS	AVE. ANNUAL HOURS PER VOLUNTEER	TOTAL ANNUAL HRS	RATE PER HOUR	TOTAL IN-KIND

BUDGET PAGE 2 SENT TO COUNCIL 7/18/18

(Revised May 2018)

FRESNO - MADERA AREA AGENCY ON AGING
PROGRAM BUDGET BY INCOME SOURCE: FY 2018-2019

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III B Supportive Services Transportation
CONTRACT NO: 14-0144
REVISION NO:

CATEGORY	A. FMAAA GRANT	B. PROGRAM DONATIONS	C. DONATIONS C-2	D. MATCHING FUNDS	E. NON-MATCHING FUNDS	F. TOTAL CASH	G. IN-KIND MATCH
1. SALARIES & BENEFITS							
a. Salaries		43		1,746		789	
b. Payroll Taxes		2		52		54	
c. Employee Benefits & Work. Comp.		5		743		748	
1. PERSONNEL COSTS		50		2,541		2,591	
2. TRAVEL AND TRAINING							
a. Staff Travel							
b. Volunteer Travel							
c. Training							
2. TRAVEL AND TRAINING							
3. EQUIPMENT PURCHASE (*)							
4. CONSULTANTS							
5. MEALS							
6. PROGRAM SITE SUPPLIES (**)							
7. OTHER COSTS:							
a. Liability Insurance							
b. Telephone							
c. Office Supplies							
d. Postage							
e. Building Rent							
f. Building Maintenance							
g. Equipment Maintenance							
h. Vehicle Maintenance							
i. Utilities							
j. Printing							
k. Memberships/Licenses							
l. Subscriptions/Publications							
m. Advertising							
n. Bus Tickets	16,866					16,866	
o.							
7. OTHER COSTS:	16,866					16,866	
TOTAL DIRECT COSTS	16,866	50		2,541		19,457	
8. INDIRECT COSTS (Attach narrative)							
TOTAL COSTS	16,866	50		2,541		19,457	

* List all proposed equipment purchases on page 3. (Equipment is an article with a per item purchase price in excess of $500 including taxes, shipping and installation)
** List all proposed purchases on page 4 of [illegible] with a unit cost in excess of $100 including taxes, shipping and installation

BUDGET PAGE 2 RETURNED 8/27/18

1) CHANGED FROM 43 TO 44
2) CHANGED FROM 50 TO 51
3) CHANGED FROM 1789 TO 1796
4) CHANGED FROM 2591 TO 2592

(Revised June 2015)

FRESNO - MADERA AREA AGENCY ON AGING
PROGRAM BUDGET BY INCOME SOURCE: FY 2018-2019

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III B - Transportation

CONTRACT NO: 19-0144
REVISION NO:

CATEGORY	A. FMAAA GRANT	B. PROGRAM DONATIONS	C. DONATIONS C-2	D. MATCHING FUNDS	E. NON-MATCHING FUNDS	F. TOTAL CASH	G. IN-KIND MATCH
1. SALARIES & BENEFITS			1				
a. Salaries		44		1,746		1,790	3
b. Payroll Taxes		2		52		54	
c. Employee Benefits & Work. Comp.		5		743		748	4
1. PERSONNEL COSTS		51	2	2,541		2,592	
2. TRAVEL AND TRAINING							
a. Staff Travel							
b. Volunteer Travel							
c. Training							
2. TRAVEL AND TRAINING							
3. EQUIPMENT PURCHASE (*)							
4. CONSULTANTS							
5. MEALS							
6. PROGRAM/SITE SUPPLIES (**)							
7 OTHER COSTS:							
a. Liability Insurance							
b. Telephone							
c. Office Supplies							
d. Postage							
e. Building Rent							
f. Building Maintenance							
g. Equipment Maintenance							
h. Vehicle Maintenance							
i. Utilities							
j. Printing							
k. Memberships/Licenses							
l. Subscriptions/Publications							
m. Advertising							
n. Bus Tickets	16,866					16,866	
o.							
7. OTHER COSTS:	16,866					16,866	
TOTAL DIRECT COSTS	16,866	51	2	2,541		19,458	5
8. INDIRECT COSTS (Attach narrative)							
TOTAL COSTS	16,866	51	2	2,541		19,458	5

* List all proposed equipment purchases on page 4. (Equipment is an asset with a per item purchase price in excess of $500 including taxes, shipping and installation)
** List all proposed purchases on page 4 of single or individual items with a cost in excess of $100 including taxes, shipping and installation.

5) CHANGED FROM 19,457 TO 19,458

BUDGET PAGE 3 SENT TO COUNCIL 7/18/18

(Revised May 2018)

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF FUNDING SOURCES: FY 2018-19

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III B Supportive Services: Transportation

CONTRACT NO: 19-0144
REVISION NO:

	PROGRAM	
	B. CASH	C. IN-KIND
1. FMAAA Grant	16,866	
2. Program Donations:		
Current Year Program Donations	50	
Deferred Donations		
3. Home-Delivered Nutrition (C-2) Donations:		
Current Year Home-Delivered Nutrition (C-2) Donations		
Deferred Home-Delivered Nutrition (C-2) Donations		
4. Matching Funds - Cash & In-Kind (List Source):		
a. City of Madera General Fund	2,541	
b.		
c.		
d.		
5. Non-Matching Funds (Federal Funds/Other Program Match) - Cash & In-Kind (List Source):		
a.		
b.		
c.		
6. TOTAL FUNDING *(These totals must agree with the totals shown at the bottom of Page 2 column F and G)*	19,457	
Total from Page 2, Columns F and G	19,457	
Variance (must be zero)	0	0

BUDGET PAGE 3 RETURNED 9/27/18

1) CHANGED FROM 50 TO 51
2) CHANGED FROM 19,457 TO 19,458

(Revised June 2015)

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF FUNDING SOURCES: FY 2018-19

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III B - Transportation

CONTRACT NO: 19-0144
REVISION NO:

	PROGRAM	
	B. CASH	C. IN-KIND
1. FMAAA Grant	16,866	
2. Program Donations:		1
Current Year Program Donations	51	
Deferred Donations		
3. Home-Delivered Nutrition (C-2) Donations:		
Current Year Home-Delivered Nutrition (C-2) Donations		
Deferred Home-Delivered Nutrition (C-2) Donations		
4. Matching Funds - Cash & In-Kind (List Source):		
a. City of Madera General Fund	2,541	
b.		
c.		
d.		
5. Non-Matching Funds [Federal Funds/Other Program Match] - Cash & In-Kind (List Source):		
a.		
b.		
c.		
6. TOTAL FUNDING *(These totals must agree with the totals shown at the bottom of Page 2 column F and G)*	19,458	2
Total from Page 2, Columns F and G	19,458	2
Variance (must be zero)	0	0

Sent to Council 7/18/18

EXHIBIT D

PROGRAM COST EFFICIENCY

Complete a Program Cost Efficiency form for each contracted program. If more than one service location, include the total number of contracted program service units for all service locations.

Contract Effective: July 1, 2018 through June 30, 2019

Service Provider: City of Madera

Contract Number: 19-0144

Service: Transportation

FMAAA Grant Funds	$16,866
Total Program Service Units	33,732
*Cost per Unit of Service	$0.50

**FMAAA* Grant Funds divided by Total Program Service Units*

Grant funds received from the FMAAA and all other sources	$16,866
Total Program Service Units	33,732
**Cost per Unit of Service	$0.50

***Grant funds from all funding sources divided by Total Program Service Units*

RETURNED FROM FMAAA 8/27/18

1) CHANGED FROM $16,866 TO $19,458

2) CHANGED FROM $0.50 TO $0.58

EXHIBIT D

PROGRAM COST EFFICIENCY

Complete a Program Cost Efficiency form for each contracted program. If more than one service location, include the total number of contracted program service units for all service locations.

Contract Effective: July 1, 2018 through June 30, 2019

Service Provider: City of Madera

Contract Number: 19-0144

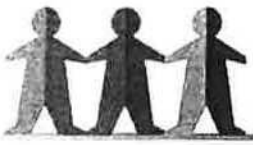
Service: Transportation

FMAAA Grant Funds	$16,866
Total Program Service Units	33,732
*Cost per Unit of Service	$0.50

*FMAAA Grant Funds divided by Total Program Service Units

Grant funds received from the FMAAA and all other sources	$19,458
Total Program Service Units	33,732
**Cost per Unit of Service	$0.58

**Grant funds from all funding sources divided by Total Program Service Units



Agency on Aging
Serving Fresno & Madera
Connecting the Community

Fiscal Year 2018-2019 Contract
between
City of Madera
and
Fresno-Madera Area Agency on Aging

Contract No. 19-0147
Site Management

INCLUDED WHEN SENT TO COUNCIL - RETURNED WITHOUT

7/18/18
PAGES 1 & 2

8/30/18
PAGES 1 & 2

Summary of Substantive Revisions
Fresno-Madera Area Agency on Aging
Fiscal Year 2018-2019 Area Plan Service Provider Contracts

Article V, Assurances
Section H, Information Integrity and Security, Paragraphs 2 and 2.a
128-Bit encryption required for data that is confidential, sensitive, and/or personal information, including data stored on all computing devices.
New paragraph added to prohibit use of portable electronic storage media (including, but not limited to jump drives, thumb drives, and flash drives; portable hard drives; and CDs, DVDs, and other discs).
Section H, Information Integrity and Security, Paragraph 4.a
Information Security Awareness Training renamed to Privacy and Information Security Awareness Training; hard copy no longer available. (Training must be completed online.)
Section H, Information Integrity and Security, Paragraph 6
Contractor/Vendor Confidentiality Statement (Appendix C) renamed to Information Integrity and Security Statement.
Article VII, Budget and Budget Revision
Section D, Program Specific Funds
Paragraphs 1.d (permitted deferral of excess program income to first quarter of following contract year) and 1.e (use of deferred program income by last day of fiscal year) from fiscal year 2017-2018 contract deleted; paragraphs f-h renumbered to d-f.
Paragraph 2.b.1) from fiscal year 2017-2018 contract deleted (permitted purchase of equipment with one-time-only funds).
Article VIII, Payment
Section A, Payment
Last sentence added, pertaining to monthly expenditure reports: *The report shall include all costs and funding sources for the month prior.*
Section G, Closeout
Paragraph 1 revised to include requirement for submittal of Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging (FMAAA 32) with Financial Closeout Report.
Article XI, Property
Section B
Paragraphs 1 and 2 revised to change definition of Property.
Paragraph 2.a added to prohibit purchase and use of portable electronic storage media.

Paragraph 3 from fiscal year 2017-2018 contract deleted and incorporated in revised first paragraph of Section B (Property acquired under this agreement which meets any of the following criteria . . .).
Section D
New paragraph added re: requirement to submit detailed listing of planned Equipment/Property purchases on page 4 of Budget, and requirement for justification and prior approval from CDA required for Equipment/Property with per unit cost of $500 or more.
Sections E-P from fiscal year 2017-2018 contract renumbered to F-Q
Section I
Revised to include requirement for submittal of Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging (FMAAA 32) with Financial Closeout Report.
Section J
Revised regarding process for disposal of property and change of form number of Request for Dispose of Property from CDA 248 to FMAAA 248.
Section K
Revised regarding sanitizing of computing devices prior to disposal, and providing documentation of sanitation to the FMAAA with the Request to Dispose of Property (form number changed from CDA 248 to FMAAA 248).
Section L
Revised to reflect form number change of Request to Dispose of Property from CDA 248 to FMAAA 248.
Section M
Revised to include property purchased or financed with matching funds, monetary donations, and in-kind donations as property for which the State reserves title.
Section Q
Section Q from fiscal year 2017-2018 contract deleted, as its content is addressed in Section D of Article XI.
Article XVII, Termination
Section A, Termination Without Cause
Item 1. First sentence revised: The Agency on Aging may terminate performance of work *at any time during the Agreement term* . . . Second paragraph added re: Agency on Aging to provide minimum of 30 days written notice to the Contractor of non-renewal or non-award of the contract, effective on the last day of the Agreement term.

INCLUDED WHEN SENT TO COUNCIL 7/18/18
RETURNED WITHOUT 8/30/18

RESOLUTION NO. 18 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2018-19 FOR SITE MANAGEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the City of Madera Parks & Community Services Department provides senior services to older adult citizens age 60 years and older at congregate senior sites and via the meals on wheels program; and

WHEREAS, the Fresno-Madera Area Agency on Aging (FMAAA) provides Title III of the Federally Funded Older Americans Act program funding that supports these activities; and

WHEREAS, the FMAAA has prepared an Agreement to provide the City $24,000 in funding for the Site Management of Senior Services; and

WHEREAS, the Agreement is in the best interests of the City, the FMAAA and the citizens of Madera.

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

1. The above recitals are true and correct.
2. The Agreement with the FMAAA for Site Management, a copy of which is on file in the Office of the City Clerk and is referred to for particulars, is hereby approved.
3. Participation in the activities contemplated by this Agreement as of July 1, 2018, is hereby ratified.
4. The Mayor is authorized to execute the Agreement on behalf of the City.
5. This resolution is effective immediately upon adoption.

****

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 7 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] **However,** the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

RETURNED WITHOUT PAGES 3-6 OF W-9 INSTRUCTIONS 8/30/18
INCLUDED WHEN SENT TO COUNCIL 7/18/18

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	[illegible]
2. Two or more individuals (joint account) other than an account maintained by an FFI	[illegible]
3. Two or more U.S. persons (joint account maintained by an FFI)	[illegible]
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor[4]
For this type of account:	**Give name and EIN of:**
8. **Disregarded** entity not owned by an individual	[illegible]
9. A valid trust, estate, or pension trust	[illegible]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	[illegible]
11. Association, club, religious, charitable, educational, or other tax-exempt organization	[illegible]
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[illegible]

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

RETURNED WITHOUT EXHIBIT B COVER SHEET 8/30/18
INCLUDED WHEN SENT TO COUNCIL 7/18/18

EXHIBIT B

Budget

The Agency on Aging sends budget forms in Excel format to service providers via e-mail.

Please return two completed sets of the budget with the signed and completed contract documents.

Please contact the Agency on Aging's fiscal department at (559) 600-4405 to request hard copies of the blank worksheets if needed.

INCLUDED WHEN SENT TO COUNCIL 7/18/18 (COVER SHEET)

EXHIBIT F

SERVICE PROVIDER EMERGENCY RESOURCE INFORMATION

RETURNED WITHOUT 8/30/18

INCLUDED WHEN SENT TO COUNCIL 7/18/18 PAGES 1-3
RETURNED WITHOUT 8/30/18

CITY OF MADERA

DIRECTOR OF PARKS AND COMMUNITY SERVICES

may not include all
minimum

DEFINITION:

Under administrative direction, plans, manages, oversees and directs the operations and services of the Parks and Community Services Department which includes parks maintenance, facilities, recreation, golf course, senior services and transportation programs; coordinates activities with other City officials, departments, outside agencies and organizations; provides responsible and complex staff support to the City Council and City Administrator; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The Director of Parks and Community Services is a department head level class responsible for the overall administration and operation of the Parks and Community Services Department including parks maintenance, facilities, recreation and leisure programs, golf course maintenance and operations, senior services and transportation. This classification is distinguished from the next lower classifications of Parks Manager, Community Programs Manager, Recreation Programs Manager and Golf Course Superintendent by having overall responsibility for all parks, recreation, golf and senior services program activities for the City.

SUPERVISION RECEIVED/EXERCISED:

Receives administrative direction from the City Administrator. Exercises direct and indirect supervision over professional, technical and office support personnel.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Accepts full responsibility for all Parks and Community Services Department activities and services including activities associated with parks and facilities maintenance, recreation and leisure program activities, golf course operations and maintenance, transportation and a variety of services provided to seniors throughout the county.

- Develops, implements and maintains Parks and Community Services Department goals, objectives, policies and priorities for appropriate service areas; ensures that established goals and priorities are achieved.

- Plans, directs and coordinates the Parks and Community Services Department's work plan through appropriate department staff; assigns work activities and responsibilities to appropriate department personnel; reviews and evaluate work methods and procedures; identifies and resolves problems and/or issues.

- Reviews and evaluates service delivery methods and systems including administrative and support systems and internal relationships; identifies opportunities for improvement and implements changes to standard operating procedures to enhance services.

- Oversees the selection, training and evaluation programs for all department personnel and program contractors; provides or coordinates staff training; identifies and resolves staff deficiencies; executes discipline and/or termination procedures.

- Inspects and evaluates the adequacy of existing parks, median maintenance, and grounds maintenance activities, community recreation and leisure services program components, golf course operations and maintenance, senior programs including social, leisure and nutritional services and prepares recommendations for budgets and grants; may oversee construction projects for facilities modifications or construction.

- Manages and coordinates the development of the Parks and Community Services Department's budget; monitors and approves expenditures; advises appropriate program personnel on budget matters; makes adjustments to the budget as is necessary; directs the collection of recreation related fees, charges and lease agreements for City facilities and parks.

- Provides staff assistance to the Parks and Recreation Advisory Community, Transit Advisory Committee, Council on Aging, Assessment Districts and other advisory commissions and boards as assigned.

- Meets with public groups, clubs, organizations and agencies to explain and promote recreational and senior activities and programs.

- Presents, justifies and defends programs, operations and activities; negotiates and resolves controversial program issues.

- Represents the Parks and Community Services Department to other departments and organizations; coordinates department activities with City programs and organizations.

- Serves as a resource for program personnel, assessment districts, City staff and other organizations; coordinates pertinent information, resources and work teams necessary to support a positive and productive environment.

- Attends and participates in professional, and community meetings as necessary; stays current on issues relative to the field of recreational services, seniors' programs and parks management; responds to and resolves sensitive and complex community and organizational inquiries and complaints.

- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer keyboard.

Additionally, the position requires near and far vision in reading written reports and work related documents. Acute hearing is required when providing phone and face-to-face service.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Director of Parks and Community Services**. A typical way of obtaining the required qualifications is to possess the equivalent of five years of program administration experience in municipal recreation, leisure, senior services and parks activities, including at least three in a responsible management or supervisory capacity, and a Bachelor's degree in public administration, recreation administration or a closely related field.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

Knowledge of:

Modern principles, practices and techniques of parks, recreation, golf course, senior services and transportation administration, organization and operation; common recreational and social needs of various age groups; principles and practices of parks and facilities operations and maintenance; principles of assessing senior citizens' needs and designing programs to meet those needs; principles and procedures for implementing and directing a wide variety of recreation activities and the development of programs throughout the community; principles and methods of program planning and evaluation; participation; methods and techniques of supervision, training and motivation; applicable federal, state and local laws, codes and regulations; principles and practices of budget administration; occupational hazards and standard safety practices.

Ability to:

Plan, direct, manage and coordinate the work of the Parks and Community Services Department; develop and administer sound departmental goals, objectives, policies and methods for evaluating achievement and performance levels; develop and administer a recreation and senior development program suited to the needs of the community; operate and maintain a variety of parks and sports facilities; plan, organize, coordinate and direct the development and implementation of recreation programs; properly interpret and make decisions in accordance with laws, regulations and policies; make adjustments to standard operating procedures as necessary to improve organizational effectiveness; supervise, train and motivate department personnel; facilitate group participation and consensus building; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

INCLUDED WHEN SENT TO COUNCIL 7/18/18
RETURNED WITHOUT 8/30/18

MARY ANNE SEAY

6443 North Pleasant Ave
Fresno, CA 93711
559-978-3269
maseay@sbcglobal.net

OBJECTIVE

Municipal Department Head with more than 25 years of increasingly responsible city leadership experience. Seeking a position to demonstrate a proven track-record of skilled communication, problem solving, system creation, building successful work teams and improving the quality of life for residents.

EDUCATION

Bachelor of Arts – Speech Communication | California State University, Fresno
SEPTEMBER 1984 – DECEMBER 1988
Graduated from CSUF with honors in Speech Communication. Taught *Group Communication* and *Introduction to Public Speaking* to university undergraduates while taking Master's level courses.

EXPERIENCE

Director of Parks & Community Services | City of Madera
AUGUST 2007 – PRESENT
Oversee Madera's Parks & Community Services Department including: maintenance of park/trail/median island/landscaped maintenance zones, and the municipal golf course; parks related capital projects; volunteer programs; and recreation/community service programs for residents of all ages.

Community Services Manager | City of Fresno
JUNE 1989 – AUGUST 2007
Began as a seasonal Pool Manager in 1989 and promoted to Supervisor, Supervisor II, and eventually a Division Manager in March of 2005.

Lecturer | California State University, Fresno
JANUARY 2005 – MAY 2006
Instructed university juniors and seniors on the principles of green and open space design, maintenance, and operations.

SKILLS

- Project Management
- Strong Communication (written and oral)
- Problem Solving
- Capacity Building
- Team Building
- Collaboration

ACTIVITIES

California Park and Recreation Society Member; National Recreation and Park Association Member; & Life Member of Phi Kappa Phi Honor Society, Golden Key Honor Society and CA Scholastic Federation.

RETURNED WITH APPENDIX A ADDED 8/30/18
ADDED PER FMAAA REQUEST

APPENDIX A

RESOLUTION OF AUTHORIZATION TO CONTRACT

The governing board of the City of Madera
(Service Provider)

hereby authorizes Andrew J. Medellin - Mayor
(Name and Title)

to execute the contract(s) listed on Page 1 of this Agreement with the Fresno-Madera Area Agency on Aging for the fiscal year beginning July 1, 2018, to June 30, 2019, including any subsequent amendments and all necessary supporting documents.

Andrew J. Medellin
Name of Chair ***(Please Print)***
Governing Board

Signature of Chair
Governing Board

8-8-18
Date

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

INCLUDED PER FMAAA REQUEST PAGES 1-3
INCLUDED WHEN RETURNED 8/30/18

CITY OF MADERA

RECREATION/COMMUNITY PROGRAMS COORDINATOR

Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications may not include all duties performed by individuals within a classification. In addition, specifications are intended to outline the minimum qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.

DEFINITION:

Under direction, plans, coordinates, supervises, schedules and evaluates recreation, aquatic, leisure and/or senior citizen services programs; works with community groups and individuals in providing programs; provides public information and markets programs; ensures safe work practices and quality of programs; maintains appropriate work records; serves as a technical resource for assigned personnel; performs related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Recreation/Community Programs Coordinator** is the professional level class responsible for the coordination and implementation of one or more specialized recreation, aquatic, leisure and/or senior citizen services activities. This classification is distinguished from the next higher classifications of Recreation Programs Manager and Community Programs Manager in that the latter are responsible for planning, developing and implementing division programs that are broader and more comprehensive in scope.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from either the Recreation Programs Manager or Community Programs Manager. Exercises direct supervision over a variety of part-time, contractual and office support staff and volunteers.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Plans, implements, supervises and evaluates specific recreation, aquatic, leisure time and senior citizen services activities; coordinates and schedules recreation, aquatic and other activities for children, youth, adult, senior and other special populations; develops and schedules special events and activities; markets recreational, aquatic, leisure and senior services programs to the community; prepares and coordinates the development of event publicity, including press releases, flyers, pamphlets, brochures, graphics and visual displays.

- Recruits, hires and supervises part-time and contractual employees and volunteers; assumes responsibility for motivating and evaluating assigned personnel; identifies training opportunities and needs and provides training programs for staff; develops schedules and work methods for performing assigned duties; administers and coordinates payroll for assigned staff; ensures adherence to safe work practices, methods, procedures and practices; initiates disciplinary procedures as appropriate.

- Assists in development of the annual budget for assigned programs; monitors and administers program expenditures; coordinates maintenance programs for facilities, pools, vehicles and equipment; recommends the purchase of necessary equipment and supplies.

- Participates in the development of policies and procedures; recommends programs, activities and work methods to higher level personnel; maintains records and develops reports on new or existing programs; evaluates programs for effectiveness and efficiency; serves as acting Recreation Supervisor as required.

- Attends and participates in organizational and community meetings; meets with school, business and community groups to create partnerships; works with community groups and individuals in the evaluation of recreational programs and activities; stays current on issues relative to the field of community recreation, leisure and senior citizen services; responds to and resolves community questions and concerns.

- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in keeping records and preparing reports using a computer key board. Additionally, the position requires near and far vision in reading written reports and work related documents and acute hearing is required when providing phone and face-to-face service. The nature of the work may require the incumbent to work outdoors, lift equipment and materials weighing up to 25 pounds and come in contact with chemical agents used in pool maintenance.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Recreation/Community Programs Coordinator.** A typical way of obtaining the required qualifications is to possess the equivalent of three years of progressively responsible supervisory experience in recreational, aquatic, leisure and/or senior citizen services activities or programs, and a Bachelor's degree from an accredited college or university with major work in social service, recreation, public administration or a related field.

License/Certificate:

Possession of, or ability to obtain, a valid class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

Knowledge of:

Principles, practices, methods, equipment and materials used in the delivery of recreation, aquatic, leisure time and senior citizen services activities; program content for specialized community activities; principles and practices of program development and administration; pool health and safety requirements; methods and techniques of supervision, training and motivation, applicable federal, state and local laws codes and regulations; grant writing and administration; occupational hazards and standard safety practices and equipment; principles and practices of contract administration, purchasing and record keeping.

Ability to:

Plan, organize, direct and evaluate the work of subordinate staff for assigned program areas; manage and oversee the delivery of recreation, aquatic, leisure time and senior citizen services activities; analyze complex operational and administrative problems, evaluate alternatives and recommend or adopt effective solutions; communicate clearly and concisely, both orally and in writing; design, develop and implement recreation, aquatic, leisure, nutritional, health and social programs suited to the needs of the community population assigned to serve; develop, present and administer a program budget; coordinate, develop and conduct training programs for staff; establish and maintain effective working relationships.

Skill to:

Operate an office computer and a variety of word processing and software applications.

INCLUDED PER FMAAA REQUEST
INCLUDED WHEN RETURNED 8/30/18

CORINNE LONG-FOLK

3343 Kimmel Avenue,
Madera, CA 93637
(559)232-3380

Dedicated Senior Services Coordinator with over 18 years of experience delivering superior results in senior services and programming. Proactive and reliable, with a meticulous detail-oriented and organized nature.

EXPERIENCE

11/1999-PRESENT

SENIOR SERVICES COORDINATOR, CITY OF MADERA PARKS & COMMUNITY SERVICES DEPARMENT

Responsible for planning, coordinating, supervising, scheduling and evaluating senior citizen services and programs; Work with community groups and individuals in implementing programs; Overseeing multiple employees; Ensure safe work practices and quality of programming.

10/1998-11/1999

TRAUMA INTERVENTION PROGRAM CRISIS TEAM MANAGER, FRESNO TRAUMA CENTER

I was responsible for recruitment, supervising, training, fundraising, and promoting of the local Fresno Chapter. We currently have 35 volunteers and 6 team leaders who are on call 24 hours, 365 days a year. I provide the CEO with monthly activity reports which include call volume, interaction with emergency responders and clients. I do debriefing with the volunteers after every within 24 hours. I conduct a monthly team building meeting. I also go out on calls as well as provide team leaders with a break when needed. I provide staff with literature, recognitions and support. I gave the extra support to clients when needed, sometimes days after a traumatic event in their lives. I am responsible for all monitoring of client and emergency responders feedback cards and the following of all policies and procedures.

SKILLS

- I have a passion for working with seniors and helping them with amenities they might not know about.
- Focused
- Hard working
- Forward thinking
- Works well with others

ACTIVITIES

I enjoy a challenge and quickly adapt to new projects. I am proud of my ability to get the job done and I enjoy customer relations. I am very energetic and work well with others.

BUDGET PAGE 1 AS SENT TO COUNCIL 7/18/18

(Revised May 2018)

FRESNO - MADERA AGENCY ON AGING
PERSONNEL BUDGET DETAIL: FY 2018-19

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III C1 - Elderly Nutrition Program Site Management
CONTRACT NO: 19-0147
REVISION NO:

A. POSITION TITLE		B. FTE % (40 Hrs = 100%)	C. FULL ANNUAL SALARY	D. % OF TIME ON PROGRAM	E. FMAAA GRANT	F. PROGRAM DONATIONS	G. DONATIONS C-2	H. MATCHING FUNDS	I. NON-MATCHING FUNDS	J. TOTAL PERSONNEL COSTS
Community Service 1. Coordinator	Salary	100.0%	51,929	50.00%		1,090	909	23,965		25,964
2. Program Leader Bergon	Salary	75.0%	18,720	50.00%	9,360					9,360
3. Program Leader Bergon	Salary	37.5%	8,580	46.67%	1,858			2,146		4,004
4. Program Leader Pan Am	Salary	75.0%	18,720	50.00%	9,360					9,360
5.	Salary									
6.	Salary									
7.	Salary									
8.	Salary									
9.	Salary									
10.	Salary									
Total Salaries				*Page 2 Line 1 a ——>*	20,578	1,090	909	26,111		48,688
Total Payroll Taxes				*Page 2 Line 1 b ——>*	926	21	17	556		1,520
Total Benefits				*Page 2 Line 1 c ——>*	2,496	689	574	15,404		19,163
TOTAL PERSONNEL COSTS				*Page 2 Line 1 ——>*	24,000	1,800	1,500	42,071		69,371

NOTE: If there is more than one employee per position, list each separately. Use additional pages as necessary.

IN-KIND PERSONNEL COSTS DESCRIPTION OF WORK PERFORMED	NUMBER OF VOLUNTEERS	AVE. ANNUAL HOURS PER VOLUNTEER	TOTAL ANNUAL HRS	RATE PER HOUR	TOTAL IN-KIND

BUDGET AS RETURNED FROM FMAAA 8/30/19
(PAGE 1)
CHANGES PER FMAAA REQUEST

(Revised May 2018)

FRESNO - MADERA AGENCY ON AGING
PERSONNEL BUDGET DETAIL: FY 2018-19

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III C1 - Elderly Nutrition Program Site Management
CONTRACT NO: 19-0147
REVISION NO:

A. POSITION TITLE		B. FTE % (40 Hrs = 100%)	C. FULL ANNUAL SALARY	D. % OF TIME ON PROGRAM	E. FMAAA GRANT	F. PROGRAM DONATIONS	G. DONATIONS C-2	H. MATCHING FUNDS	I. NON-MATCHING FUNDS	J. TOTAL PERSONNEL COSTS
Community Service 1. Coordinator	Salary	100.0%	51,929	50.00%		1,090	909	23,965		25,964
2. Program Leader Bergon	Salary	75.0%	18,720	50.00%	9,360					9,360
3. Program Leader Bergon	Salary	37.5%	8,580	46.67%	1,858			2,146		4,004
4. Program Leader Pan Am	Salary	75.0%	18,720	50.00%	9,360					9,360
ADDED 5. Program Leader Pan Am	Salary	37.5%	8,580	46.67%				4,004		4,004
6.	Salary							ADDED		ADDED
7.	Salary									
8.	Salary									
9.	Salary									
10.	Salary							INCREASED		INCREASED
Total Salaries		*Page 2 Line 1 a ----->*			20,578	1,090	909	30,115		52,692
Total Payroll Taxes		*Page 2 Line 1 b ----->*			926	21	17	556		1,520
Total Benefits		*Page 2 Line 1 c ----->*			2,496	689	574	15,404		19,163
TOTAL PERSONNEL COSTS		*Page 2 Line 1 ----->*			24,000	1,800	1,500	46,075		73,375
								INCREASED		INCREASED

NOTE: If there is more than one employee per position, list each separately. Use additional pages as necessary.

IN-KIND PERSONNEL COSTS DESCRIPTION OF WORK PERFORMED	NUMBER OF VOLUNTEERS	AVE. ANNUAL HOURS PER VOLUNTEER	TOTAL ANNUAL HRS	RATE PER HOUR	TOTAL IN-KIND

BUDGET PAGE 2 AS SENT TO COUNCIL 7/18/18

(Revised May 2018)

FRESNO - MADERA AREA AGENCY ON AGING
PROGRAM BUDGET BY INCOME SOURCE: FY 2018-2019

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III C1 - Elderly Nutrition Program Site Management

CONTRACT NO: 19-III-47
REVISION NO:

CATEGORY	A. FMAAA GRANT	B. PROGRAM DONATIONS	C. DONATIONS C-2	D. MATCHING FUNDS	E. NON-MATCHING FUNDS	F. TOTAL CASH	G. IN-KIND MATCH
1. SALARIES & BENEFITS							
a. Salaries	20,578	1,090	909	26,111		48,688	
b. Payroll Taxes	926	21	17	556		1,520	
c. Employee Benefits & Work. Comp.	2,496	689	574	15,404		19,163	
1. PERSONNEL COSTS	24,000	1,800	1,500	42,071		69,371	
2. TRAVEL AND TRAINING							
a. Staff Travel							
b. Volunteer Travel							
c. Training							
2. TRAVEL AND TRAINING							
3. EQUIPMENT PURCHASE (*)							
4. CONSULTANTS							
5. MEALS							
6. PROGRAM/SITE SUPPLIES (**)							
7 OTHER COSTS:							
a. Liability Insurance							
b. Telephone							
c. Office Supplies							
d. Postage							
e. Building Rent							
f. Building Maintenance							
g. Equipment Maintenance							
h. Vehicle Maintenance							
i. Utilities							
j. Printing							
k. Memberships/Licenses							
l. Subscriptions/Publications							
m. Advertising							
n.							
o.							
7. OTHER COSTS:							
TOTAL DIRECT COSTS	24,000	1,800	1,500	42,071		69,371	
8. INDIRECT COSTS (Attach narrative)							
TOTAL COSTS	24,000	1,800	1,500	42,071		69,371	

* List all proposed equipment purchases on page 4. (Equipment is an asset with a per item purchase price in excess of $500 including taxes, shipping and installation)
** List all proposed purchases on page 4 of single or individual items with a cost in excess of $100 including taxes, shipping and installation

BUDGET PAGE 2 AS ~~SUBMITTED TO COUNCIL~~ 7/18/18
AS RETURNED FROM FMAAA
CHANGES REQUESTED FROM FMAAA

(Revised May 2018)

FRESNO - MADERA AREA AGENCY ON AGING
PROGRAM BUDGET BY INCOME SOURCE: FY 2018-2019

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III C1 - Elderly Nutrition Program Site Management

CONTRACT NO: 19-0147
REVISION NO:

CATEGORY	A. FMAAA GRANT	B. PROGRAM DONATIONS	C. DONATIONS C-2	D. MATCHING FUNDS	E. NON-MATCHING FUNDS	F. TOTAL CASH	G. IN-KIND MATCH
1. SALARIES & BENEFITS							
a. Salaries	20,578	1,090	909	30,115	+ $4004	52,692	+ $4004
b. Payroll Taxes	926	21	17	556		1,520	
c. Employee Benefits & Work. Comp.	2,496	689	574	15,404		19,163	
1. PERSONNEL COSTS	24,000	1,800	1,500	46,075	+ $4004	73,375	+ $4004
2. TRAVEL AND TRAINING							
a. Staff Travel							
b. Volunteer Travel							
c. Training							
2. TRAVEL AND TRAINING							
3. EQUIPMENT PURCHASE (*)							
4. CONSULTANTS							
5. MEALS							
6. PROGRAM/SITE SUPPLIES (**)							
7 OTHER COSTS:							
a. Liability Insurance							
b. Telephone							
c. Office Supplies							
d. Postage							
e. Building Rent							
f. Building Maintenance							
g. Equipment Maintenance							
h. Vehicle Maintenance							
i. Utilities							
j. Printing							
k. Memberships/Licenses							
l. Subscriptions/Publications							
m. Advertising							
n.							
o.							
7. OTHER COSTS:							
TOTAL DIRECT COSTS	24,000	1,800	1,500	46,075	+ $4004	73,375	+ $4004
8. INDIRECT COSTS (Attach narrative)							
TOTAL COSTS	24,000	1,800	1,500	46,075	+ $4004	73,375	+ $4004

* List all proposed equipment purchases on page 4 (Equipment is an asset with a per item purchase price in excess of $500 including taxes, shipping and installation)
** List all proposed purchases on page 4 of single or individual items with a cost in excess of $100 including taxes, shipping and installation

BUDGET PAGE 3 AS SENT TO COUNCIL 7/18/18

(Revised May 2018)

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF FUNDING SOURCES: FY 2018-19

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III C1 - Elderly Nutrition Program Site Management

CONTRACT NO: 19-0147
REVISION NO:

	PROGRAM	
	B. CASH	C. IN-KIND
1. FMAAA Grant	24,000	
2. Program Donations:		
Current Year Program Donations	1,800	
Deferred Donations		
3. Home-Delivered Nutrition (C-2) Donations:		
Current Year Home-Delivered Nutrition (C-2) Donations	1,500	
Deferred Home-Delivered Nutrition (C-2) Donations		
4. Matching Funds - Cash & In-Kind (List Source):		
a. City of Madera General Fund	42,071	INCREASE
b.		
c.		
d.		
5. Non-Matching Funds [Federal Funds/Other Program Match] - Cash & In-Kind (List Source):		
a.		
b.		
c.		
6. TOTAL FUNDING *(These totals must agree with the totals shown at the bottom of Page 2 column F and G)*	69,371	INCREASE
Total from Page 2, Columns F and G	69,371	INCREASE
Variance (must be zero)	0	0

$4004

$4004

$4004

BUDGET PAGE 3 AS RETURNED FROM FMAAA 8/30/18
CHANGES PER FMAAA REQUEST

(Revised May 2018)

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF FUNDING SOURCES: FY 2018-19

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III C1 - Elderly Nutrition Program Site Management

CONTRACT NO: 19-0147
REVISION NO:

	PROGRAM	
	B. CASH	C. IN-KIND
1. FMAAA Grant	24,000	
2. Program Donations:		
Current Year Program Donations	1,800	
Deferred Donations		
3. Home-Delivered Nutrition (C-2) Donations:		
Current Year Home-Delivered Nutrition (C-2) Donations	1,500	
Deferred Home-Delivered Nutrition (C-2) Donations		
4. Matching Funds - Cash & In-Kind (List Source):		INCREASED
a. City of Madera General Fund	46,075	
b.		
c.		
d.		
5. Non-Matching Funds [Federal Funds/Other Program Match] - Cash & In-Kind (List Source):		
a.		
b.		
c.		
6. TOTAL FUNDING *(These totals must agree with the totals shown at the bottom of Page 2 column F and G)*	73,375	INCREASED
Total from Page 2, Columns F and G	73,375	INCREASED
Variance (must be zero)	*0*	*0*

Sent to Council 7/18/19

EXHIBIT E
PROGRAM NARRATIVE

7. **STAFFING**

Please provide the names and titles of all staff listed in the Personnel section of the contract budget (Exhibit B).

Name	Title
Corinne Long	Community Service Coordinator
Susan Gonzales	Program Leader – Pan American
Martha Pleitz	Program Leader – Pan American ~~& Frank Bergon~~ 2
Lauren Magdaleno	Program Leader – Frank Bergon
Marcella Zamilpa	Program Leader – Pan American

***Please provide the name and contact information for the person who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.**

Corinne Long	Community Services Coordinator
Name	*Title*
559-661-5489	cfolk@cityofmadera.com
Telephone Number	*E-mail Address*

→ ***Attach the following documents to the "Documents Required to Execute Contract" checklist:**

- The **job description** for this position;
- **The resume** for the person occupying this position.

CHANGED PER FMAAA INSTRUCTIONS INCLUDED WHEN RETURNED 8/30/18

EXHIBIT E
PROGRAM NARRATIVE

7. STAFFING

Please provide the names and titles of all staff listed in the Personnel section of the contract budget (Exhibit B).

Name	Title
Corinne Long	Community Service Coordinator
Monica Estrada	Program Leader – Frank Bergon
Martha Pleitz	Program Leader – Pan American 2
Lauren Magdaleno	Program Leader – Frank Bergon
Marcella Zamilpa	Program Leader – Pan American

1 INDIVIDUAL AND LOCATION CHANGED

LOCATION ALTERED

***Please provide the name and contact information for the person who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.**

Corinne Long	Community Services Coordinator
Name	*Title*
559-661-5489	cfolk@cityofmadera.com
Telephone Number	*E-mail Address*

→ ***Attach the following documents to the "Documents Required to Execute Contract" checklist:**

- The **job description** for this position;
- The **resume** for the person occupying this position.

RESOLUTION NO. 18 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2018-19 FOR SITE MANAGEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY AND RESCINDING RESOLUTION NO. 18-132

WHEREAS, the City of Madera Parks & Community Services Department provides senior services to older adult citizens age 60 years and older at congregate senior sites and via the meals on wheels program; and

WHEREAS, the Fresno-Madera Area Agency on Aging (FMAAA) provides Title III of the Federally Funded Older Americans Act program funding that supports these activities; and

WHEREAS, the FMAAA has previously prepared an Agreement to provide the City $24,000 in funding for the Site Management of Senior Services; and

WHEREAS, Council approved the Agreement at the July 18th Regular Meeting of City Council; and

WHEREAS, FMAAA subsequently requested changes to the Agreement approved on July 18th, 2018 and FMAAA has provided a new Agreement with changes that are acceptable to the City; and

WHEREAS, the new Agreement is in the best interests of the City, the FMAAA and the citizens of Madera.

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

1. The above recitals are true and correct.
2. Resolution No. 18-132 is hereby rescinded.

3. The Agreement with the FMAAA for Site Management, a copy of which is on file in the Office of the City Clerk and is referred to for particulars, is hereby approved.
4. Participation in the activities contemplated by this Agreement as of July 1, 2018, is hereby ratified.
5. The Mayor is authorized to execute the Agreement on behalf of the City.
6. This resolution is effective immediately upon adoption.

* * * * * * * *

RESOLUTION NO. 18 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2018-19 FOR TRANSPORTATION PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY AND RESCINDING RESOLUTION NO. 18-133

WHEREAS, the City of Madera Parks & Community Services Department provides senior services to older adult citizens age 60 years and older including a subsidized bus ticket program; and

WHEREAS, the Fresno-Madera Area Agency on Aging (FMAAA) provides Title III of the Federally Funded Older Americans Act program funding that supports this activity; and

WHEREAS, the FMAAA has previously prepared an Agreement which provides the City $16,866 in funding for the Transportation Program; and

WHEREAS, Council approved the Agreement at the July 18th Regular Meeting of City Council; and

WHEREAS, FMAAA subsequently requested changes to the Agreement approved on July 18th, 2018 and FMAAA has provided a new Agreement with changes that are acceptable to the City; and

WHEREAS, the new Agreement is in the best interests of the City, the FMAAA and the citizens of Madera.

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

1. The above recitals are true and correct.
2. Resolution No. 18-133 is hereby rescinded.

3. The Agreement with the FMAAA for Transportation, a copy of which is on file in the Office of the City Clerk and is referred to for particulars, is hereby approved.
4. Participation in the activities contemplated by this Agreement as of July 1, 2018, is hereby ratified.
5. The Mayor is authorized to execute the Agreement on behalf of the City.
6. This resolution is effective immediately upon adoption.

* * * * * * * *

Agency on Aging
Serving Fresno & Madera
Connecting the Community

Fiscal Year 2018-2019 Contract
between
City of Madera
and
Fresno-Madera Area Agency on Aging

Contract No. 19-0144
Transportation

CONTRACT BETWEEN

CITY OF MADERA

AS SERVICE PROVIDER

AND

FRESNO-MADERA AREA AGENCY ON AGING
(HEREINAFTER REFERRED TO AS AGENCY ON AGING)
3837 NORTH CLARK STREET
FRESNO, CA 93726

A. Name and principal address of service contractor (hereinafter referred to as service provider):

City of Madera
701 East 5th Street
Madera, CA 93638

B. The starting date of this Agreement shall not precede the date the Agreement is signed by both parties hereto. The term of this Agreement is from July 1, 2018 to June 30, 2019, subject, however, to earlier termination as provided herein.

C. No expenditure or obligation for the funding allocation for the July 1, 2018 through September 30, 2018 period may be incurred after September 30, 2018. No expenditure or obligation for the funding allocation for the October 1, 2018 through June 30, 2019 period may be incurred after June 30, 2019.

D. Maximum funds available for the following program, **contingent upon sufficient funds made available from the State of California to the Agency on Aging and/or by the U.S. Government or the Budget Acts of the appropriate fiscal years for the purposes of this program:**

Approved by Fresno-Madera Area Agency on Aging Governing Board on May 16, 2018			
Federal Grantor:	U.S. Department of Health and Human Services		
Pass Through Grantor:	Fresno-Madera Area Agency on Aging		
Older Americans Act Title:	Title III B Supportive Services, Federal CFDA No. 93.044		
Service	**Agency on Aging Contract No.**	**Funding Period**	**Grant Amount**
Transportation	19-0144	July 2018 - September 2018	$4,216
		October 2018 - June 2019	$12,650
Total Fiscal Year 2018-2019 Grant Award:			**$16,866**

E. This document together with any attached program exhibits, assurances, budgets, and narratives is a firm agreement to provide services for older Americans in Fresno and/or Madera counties (including cities contained therein) as specified in a manner consistent with the intent of, and regulations applicable to, service programs under Title III/VII of the Older Americans Act as amended.

F. The provisions of the Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX) attached thereto, plus all enclosures listed, herein, constitute a part of this contract.

DOCUMENTS REQUIRED TO EXECUTE CONTRACT

Please return two sets of **all** contract pages in the order provided by the Agency on Aging.

The following contract documents require signatures and entries on both sets of documents.

*Enter **original signatures in ink** on **both** sets of documents; type entries on each form.*

- ☐ **Page 2, Area Plan Grant Award Contract Signature Page** *(Page 2a for City of Fresno)*
  Must include signature of individual named on Exhibit E, page 5, as having primary, hands-on involvement & oversight of day-to-day operations; and signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix A, Resolution of Authorization to Contract**
  Must contain signature of chair of service provider's governing board.
- ☐ **Appendix B, Contractor Certification Clauses**
  Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix C, Information Integrity and Security Statement**
  Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix K, Request for Taxpayer Identification Number and Certification (W-9)**
  Part II, Certification, must contain signature of individual authorized by governing board to execute the contract (see Appendix A).

The following contract documents require typed entries on both sets of documents:

- ☐ **Appendix D, Method of Providing Audit Compliance**
- ☐ **Exhibit B, Budget**
- ☐ **Exhibit E, Program Narrative**
- ☐ **Exhibit F, Service Provider Emergency Resource Information**

Please attach two sets of the following to this page:

- ☐ 1. **List of all proposed subcontractors for this Agreement** *(if any)*, **and, following review of Agency on Aging contract, copy of proposed contract template to be used for subcontractors.**
- ☐ 2. **Certificate(s) of Insurance** *Please review Article XV of Agreement prior to arranging for certificates to ensure all contractual requirements for insurance certificates are met.*
- ☐ 3. **Copy of IRS Determination Letter of Tax Exempt Status**
- ☐ 4. **Organizational chart**, *including names and position titles for contracted program*
- ☐ 5. **Job Description and Resume** *of individual named on Exhibit E, page 5, who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program*
- ☐ 6. **List of Governing Board members**
- ☐ 7. **List of Advisory Council or Advisory Committee members** *(if applicable)*
- ☐ 8. **Current documents** *(i.e. flyers, brochures) used to promote the **contracted program***

Area Plan Grant Award

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Documents Required to Execute Contract i

CONTRACT 1

AREA PLAN GRANT AWARD TERMS AND CONDITIONS DECLARATION 3

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Area Plan Grant Award

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Method of Providing Audit Compliance ..... Appendix D
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Appeal Procedure for Service Providers ..... Appendix G
Fresno-Madera Area Agency on Aging Contact List for Service Providers ..... Appendix H
Fresno-Madera Area Agency on Aging Emergency Contact Information ..... Appendix I
Community Focal Points List ..... Appendix J
Request for Taxpayer Identification Number and Certification ..... Appendix K

EXHIBITS

Program Exhibit ..... Exhibit A
Budget ..... Exhibit B
Annual Summary of Activities ..... Exhibit C
Program Cost Efficiency ..... Exhibit D
Program Narrative ..... Exhibit E
Service Provider Emergency Resource Information ..... Exhibit F

FOR SERVICE PROVIDER:

	7-31-18
Signature of individual named on Exhibit E, page 5, as having primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.	Date
Mary Anne Seay	Director of Parks and Community Services
Type Name	Title
	7-20-18
Signature of Authorized Contracting Official *(Refer to Appendix A)*	Date
Andrew J. Medellin	Mayor
Type Name	Title

94-6000365
Contractor Federal Employer I.D. Number

FOR FRESNO-MADERA AREA AGENCY ON AGING:

Jean Robinson	8/21/18
Signature	Date
Jean Robinson	Executive Director
Type Name	Title

FHAAA
DIRECT SERVICES

2018 AUG -1 AM 8:25

FOR SERVICE PROVIDER:

Signature of individual named on Exhibit E, page 5, as having primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.	Date
Mary Anne Seay	Director of Parks and Community Services
Type Name	Title
Signature of Authorized Contracting Official *(Refer to Appendix A)*	Date
Andrew J. Medellin	Mayor
Type Name	Title

94-6000365
Contractor Federal Employer I.D. Number

FOR FRESNO-MADERA AREA AGENCY ON AGING:

Signature	Date
Jean Robinson	Executive Director
Type Name	Title

ADDENDUM TO

CONTRACT NO. 19-0144

BETWEEN

CITY OF MADERA
AS SERVICE PROVIDER
AND
FRESNO-MADERA AREA AGENCY ON AGING
(HEREINAFTER REFERRED TO AS AGENCY ON AGING)
3837 NORTH CLARK STREET
FRESNO, CA 93726

The following provisions of the Area Plan Grant Terms and Conditions Declaration (Articles I through XX) attached thereto, are modified as follows:

Article XV, Insurance, Section J (pages 42-44):

Now, therefore, the Fresno-Madera Area Agency on Aging and the City of Madera agree to the following:

The Fresno-Madera Area Agency on Aging shall indemnify and save harmless the City of Madera, its officers, agents, employees, and servants from all claims, suits or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of the Fresno-Madera Area on Aging, its officers, agents, employees and/or servants in connection with this Agreement.

The City of Madera shall indemnify and save harmless the Fresno-Madera Area Agency on Aging, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of the City of Madera, its officers, agents, employees, and/or servants in connection with this Agreement.

FRESNO-MADERA AREA AGENCY ON AGING
AREA PLAN GRANT AWARD
TERMS AND CONDITIONS DECLARATION

Activities under this award shall be carried out in accordance with Title III and Title VII of the Older Americans Act of 1965, as amended (United States Code Title 42, Section 3001); the program regulations and policy directives relating thereto; federal and State laws; and the California Welfare and Institutions Code, Sections 9000-9023, all of which are, or may be, operative during the term of this sub-grant award. This Agreement incorporates the terms and conditions which support an award of Area Plan Funds.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. "Agency on Aging" and "FMAAA" means the Fresno-Madera Area Agency on Aging interchangeably.

B. "Agreement" or "Contract" shall mean the Fresno-Madera Area Agency on Aging Area Plan Agreement; Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX); Appendices; Program Exhibits; Budget Display; Attachments; Amendments; and any other documents incorporated by reference, unless otherwise provided in this Article.

C. "Contractor" or "Service Provider" means the legal entity awarded funds under this Agreement and which is accountable to the Agency on Aging, the State, and/or federal government for use of these funds and which is responsible for executing the provisions for services provided under this Agreement.

D. "CCR" means California Code of Regulations.

E. "CFR" means Code of Federal Regulations.

F. "In-Kind Contributions" means the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.).

G. "Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.

H. "OAA" means Older Americans Act.

I. "OMB" means the federal Office of Management and Budget.

J. "Program Income" means revenue generated by an Area Agency on Aging or Contractor from contract-supported activities. Program Income is:

1. Voluntary contributions received from a participant or responsible party for services received.

2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

3. Royalties received on patents and copyrights from contract-supported activities.

4. Proceeds from the sale of items fabricated under a contract Agreement.

K. "PSA 14" means the State Planning and Service Area comprised of Fresno and Madera Counties.

L. "Reimbursable item" also means "allowable cost" and "compensable item."

M. "State" and "Department" means the State of California and the California Department of Aging (CDA) interchangeably.

N. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor Agreements that provide for the provision of goods or services to the Contractor during the Contractor's performance of this Agreement.

O. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.

P. "USC" means United States Code.

Q. As used throughout this Agreement, the term "shall" is mandatory; the term "may" is permissive.

R. The terms and conditions of this grant award and other requirements have the following order of precedence if there is any conflict in what they require:

1. The Older Americans Act of 1965 and Amendments of 2016 (OAA as amended).

2. Other applicable federal statutes and their implementing regulations.

3. Older Californians Act.

4. Title 22 CCR §7000 et. seq.

5. Contract Agreement, including Area Plan Grant Award Terms and Conditions Declaration, all Appendices, all Exhibits, and any amendments thereto.

6. Any other documents incorporated herein by reference, including, if applicable, the federal Health and Human Services (HHS) terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html

7. Program memos and other guidance issued by the California Department of Aging.

ARTICLE II. AGREEMENT

A. All elements of this Agreement, as defined in Article I, Section B, and as approved by the Agency on Aging in making this award, are hereby incorporated by reference, as if fully set forth herein.

B. Time is of the essence in this Agreement. All contracts must be signed and returned to the Fresno-Madera Area Agency on Aging within forty-five (45) days of the date on the contract cover letter. If the signed contract is not returned by the designated date and there has been no approval granted, then the funds may be reallocated by the Fresno-Madera Area Agency on Aging Governing Board. The Agency on Aging will send a Notice of Termination of Negotiations to the non-responsive Service Provider on the 46th day from the date of the contract cover letter by certified mail. A copy of the Fresno-Madera Area Agency on Aging Appeal Procedure will be sent with the letter.

C. A copy of this Agreement is on file and available for inspection at the Fresno-Madera Agency on Aging, 3837 North Clark Street, Fresno, CA 93726.

ARTICLE III. TERM OF AGREEMENT

A. This Agreement is of no force or effect until signed by both parties hereto and approved by the Agency on Aging. The Contractor may not commence performance until such approval has been obtained, or until a signed Letter of Authority has been provided by the Agency on Aging.

B. The term of this Agreement is from July 1, 2018, through June 30, 2019, at which time the Agreement expires, subject however, to earlier

termination or cancellation as herein provided. Contract awards are limited to a one-year period; however, at the discretion of the Agency on Aging, contracts may be renegotiated up to a maximum of three additional one-year periods subject to annual renegotiation and availability of federal, State, and local funding.

C. Should the Contractor or subcontractor begin work in advance of receiving notice that the Agreement is approved, and before obtaining a signed Letter of Authority from the Agency on Aging, that work may be considered as having been performed at-risk as a mere volunteer and may not be reimbursed or compensated.

ARTICLE IV. REASONABLENESS OF COMPENSATION

Compensation for work or services performed under this Agreement shall be reasonable and based on an analysis of job requirements and comparability with similar work or services in the local labor market.

ARTICLE V. ASSURANCES

A. Agreement Authorization

1. If a public entity, the Contractor shall submit to the Agency on Aging a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private entity, the Contractor shall submit to the Agency on Aging an authorization by the Governing Board of the Contractor to execute this Agreement, referencing this Agreement number. These documents, including minute orders, must also identify the action taken.

2. Documentation in the form of a resolution, order, or motion by the Governing Board of the Contractor is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the designee to execute the original and all subsequent amendments to this Agreement.

B. Administration

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

a. Any grant awards to for-profit entities are subject to review and approval by the California Department of Aging prior to issuance of a contract by the Agency on Aging to the Contractor. [22 CCR §7362]

2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

3. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with the Agency on Aging until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

4. This Agreement is not assignable by the Contractor, either in whole or in part, without the written consent of the Agency on Aging in the form of a formal written amendment.

5. The Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State or the Agency on Aging.

6. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect and shall not be affected.

C. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

a. Are not presently debarred or suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. [45 CFR §92.35]

b. Have not, within a three-year period preceding this Agreement, 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 statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in Section B.1 of this Article.

d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

2. The Contractor shall report immediately to the Agency on Aging, in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Agency on Aging.

3. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

4. The Contractor shall notify the Agency on Aging immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

D. Law, Policy and Procedure, Licenses, and Certificates

1. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

2. The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

E. Provision of Services, Staffing, and Standards of Work

1. The Contractor shall ensure the provision of services under this Agreement, as specified by the attached exhibits, which are hereby incorporated by reference. Inadequate performance or failure to make progress so as to endanger performance of this Agreement may result in imposition of sanctions as described in Appendix F, *Sanction Policy*, or termination of the Agreement as described in Article XVII, *Termination*.

2. The Contractor shall make every effort to meet the goals and objectives stipulated in this Agreement. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, the Agency on Aging. A service unit reduction that impacts the Agency's ability to provide service levels defined in its Area Plan or Area Plan Update service unit objectives requires:

   a. Written approval from the California Department of Aging to the Agency on Aging if such reduction is greater than 10 (ten) percent.

   b. An Amendment to the Agency on Aging's Area Plan if such reduction is greater than 20 (twenty) percent, including a public hearing; approval by the Agency's Governing Board and Advisory Council chairpersons and the Agency's Executive Director; and approval by the California Department of Aging. [22 CCR §7306(a)]

3. The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

4. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.

5. The Contractor shall make staff available to the Agency on Aging for training and meetings, which the Agency on Aging may find necessary from time to time.

F. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

G. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (Appendix B), which are hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs, and Activities (Title VI of the Civil Rights Act of 1964)

   Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 USC §2000d; 45 CFR §80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs, and Activities

   Contractor shall, unless exempted, ensure compliance with the requirements of California Government Code §11135 et seq., and 2 CCR §11140 et seq., which prohibit recipients of State financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR §98323]

3. California Civil Rights Laws

   The Contractor shall ensure compliance with the requirements of California Public Contract Code §2010. The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (California Civil Code §51) and the Fair Employment and Housing Act (California Government Code §12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC §12101 et seq.]

5. During the performance of this Agreement, the Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital

status, and denial of family care leave. The Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (2 CCR §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

6. Adhere to 48 CFR 3.908, implementing Section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Public Law 112-239 enacted January 2, 2013), applies to this Agreement.

7. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. (1 USC 7 §3 of the Defense of Marriage Act)

8. The Contractor shall not require proof of age or citizenship as a condition of receiving services.

9. Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

10. The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

H. Information Integrity and Security

1. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect Agency on Aging information assets including those assets used to store or access Personal Health Information (PHI), Personal Information (PI), and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, §5300-5365.3; California Government Code §11109.9; Department of General Services Management Memo 06-12; Department of Finance Budget Letter 06-34; CDA Program Memorandum 07-18, Protection of Information Assets; and the Statewide Health Information Policy Manual.

Information assets include, but are not limited to:

a. Information collected and/or accessed in the administration of Agency on Aging programs and services.

b. Information Assets may be in hard copy or electronic format and may include, but are not limited to:

1) Reports;

2) Notes;

3) Forms;

4) Computers, laptops, cellphones, printers, scanners;

5) Networks (LAN, WAN, WIFI), servers, switches, routers;

6) Storage media, hard drives, flash drives, cloud storage;

7) Data, applications, databases.

2. Encryption of Portable Computing Devices

The Contractor and its Subcontractors/Vendors are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal information, including data stored on all computing devices (including, but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, and backup media).

a. Use of portable electronic storage media (including, but not limited to jump drives, thumb drives, and flash drives; portable hard drives; and CDs, DVDs, and other discs) is not allowed under this Agreement.

3. Disclosure

a. The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive, and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State and Agency on Aging policies. The requirement to protect information shall remain in force until superseded by laws, regulations, and State and Agency on Aging policies.

b. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, confidential, sensitive, and/or personal identifying information, such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

c. "Personal Identifying Information" shall include, but not be limited to: Name; identifying number; social security number; State driver's license or State identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

d. The Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive, and/or personal identifying

information above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.

e. The Contractor, and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized by law or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than the Agency on Aging without prior written authorization from the Agency on Aging. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

f. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

4. Privacy and Information Security Awareness Training

a. The Contractor's employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive, and/or personal identifying information must complete the required Privacy and Information Security Awareness Training module available on the CDA Web site under Providers and Partners, Information Security and Privacy, at the following URL:

http://www.aging.ca.gov/ProgramsProviders/

b. Privacy and Information Security Awareness Training must be completed within thirty (30) days of the start date of the Contract/Agreement; within thirty (30) days of the start date of any new employee, Subcontractor, Vendor; or volunteer's employment; and annually thereafter.

c. The Contractor must maintain certificates of completion on file and provide them to the Agency on Aging and the California Department of Aging upon request.

5. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA) and ensure that Subcontractors/ Vendors comply with the privacy and security requirements of HIPAA.

6. Information Integrity and Security Statement

The Contractor shall sign and return to the Agency on Aging the *Information Integrity and Security Statement* (Appendix C of this agreement), which is hereby incorporated by reference, and shall comply with all statutes and laws contained in the statement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA and Agency on Aging information assets from unauthorized access and disclosure.

7. Security Incident Reporting

A security incident occurs when CDA and/or Agency on Aging information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor and its Subcontractors/Vendors must report all security incidents to the Agency on Aging immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer, via the Agency on Aging, within five (5) business days of the date the incident was detected. The Security Incident Report form (CDA 1025) is available on the CDA Web site at the following URL:

https://www.aging.ca.gov/ProgramsProviders/

8. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors, to anyone whose confidential, sensitive, and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

9. Software Maintenance

The Contractor shall apply security patches and upgrades and keep anti-virus software up-to-date on all systems on which State and/or Agency on Aging data may be used.

10. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of automated files and databases, and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files, and backup files are encrypted.

11. Provisions of Information Integrity and Security

The provisions contained in Article V, Section H, *Information Integrity and Security*, shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

I. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section J of this Article.

2. The Contractor may request permission to copyright material by writing to the Executive Director of the Agency on Aging. The Executive Director shall forward such request to the State and shall relay the State's response to the Contractor within sixty (60) days from the date of receipt of the State's decision.

3. If the material is copyrighted with the consent of the State, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.

4. The Contractor certifies that it has appropriate systems and controls in place to ensure that funds provided under this Agreement will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

J. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in Section J.2 of this Article, produced or resulting from activities supported by this Agreement without the express written consent of the Executive Director of the Agency on Aging. That consent shall be given or the reasons for denial shall be given

and any conditions under which it is given or denied within thirty (30) days after the written request is received by the Agency on Aging. The Agency on Aging may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information that is not client-specific.

2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

3. Subject only to the provisions of Article V, Section H, *Information Integrity and Security*, and Article V, Section I, *Copyrights*, of this Agreement, the State and the Agency on Aging may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.

4. Materials published or transferred by the Contractor and financed with funds under this Agreement shall: (a) state "The materials or product were a result of a project funded by an Agreement with the Fresno-Madera Area Agency on Aging and the California Department of Aging;" (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include the following statement: "The conclusions and opinions expressed may not be those of the Agency on Aging and/or the California Department of Aging and this publication may not be based upon or inclusive of all raw data."

5. The Contractor agrees to acknowledge the receipt of all funding support from the Agency on Aging in news releases (radio, television, and newspaper); printed materials such as brochures, pamphlets, newsletters; the Contractor's Web site; and any other printed documents. Such acknowledgement shall make accurate reference to the service for which funding is provided, in whole or in part, by the Agency on Aging.

6. The Contractor shall forward a copy of all products and material developed in whole or in part with Agreement funds to the Agency on Aging for file.

K. Certifications

The Contractor shall comply with all statutes and laws contained in the Contractor Certification Clauses (Appendix B), which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Contracts in Excess of $100,000

If funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

a. Clean Air Act, as amended. [42 USC §7401]

b. Federal Water Pollution Control Act, as amended. [33 USC §1251 et seq.]

c. Environmental Protection Agency Regulations. [40 CFR §29] [Executive Order 11738]

d. State Contract Act. [California Public Contract Code §10295 et seq.]

e. Unruh Civil Rights Act [California Public Contract Code §2010]

L. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

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

2. If any funds other than federally 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 f a Member of Congress in connection with this federal Agreement, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC §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.

M. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the Agency on Aging determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the Agency on Aging, and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

N. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

2. For breach or violation of this warranty, the Agency on Aging shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

O. Facility Construction or Repair

1. This section applies only to Title III funds and not to other funds allocated to other Titles under the Older Americans Act.

   a. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:

      i) Copeland "Anti-Kickback" Act [18 USC §874, 40 USC §3145] [29 CFR §3];

      ii) Davis-Bacon Act [40 USC §3141 et seq.] [29 CFR §5];

      iii) Contract Work Hours and Safety Standards Act [40 USC §327-333] [29 CFR §5, 6, 7, 8]; and

      iv) Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations [41 CFR §60].

   b. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately owned property which would enhance the owner's value of such property except where permitted by law and by the Agency on Aging.

   c. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from the Agency on Aging before making

any fund or budget transfers between construction and non-construction.

P. If this Agreement includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code §11200 in accordance with California Public Contract Code 10353.

Q. Grievance Process

1. The Contractor must establish a written grievance process for reviewing and attempting to resolve complaints of older individuals receiving services funded by this Agreement. At a minimum, the process shall include all of the following:

   a. Time frames within which a complaint will be acted upon.

   b. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the Fresno-Madera Area Agency on Aging if dissatisfied with the results of the Contractor's review.

   c. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

2. The Contractor shall notify older individuals of the grievance process available to them by:

   a. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals.

   b. Advising homebound older individuals of the process either orally or in writing upon the Contractor's contact with the individuals.

3. Complaints may involve, but not be limited to, any or all of the following:

   a. Amount or duration of a service.

b. Denial or discontinuance of a service.

c. Dissatisfaction with the service being provided or with the service provider. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.

d. Failure of the service provider to comply with any of the requirements set forth in CDA regulations or in this Agreement.

4. Nothing in this Article shall be construed as prohibiting older individuals from seeking other available remedies, such as presenting their complaints at an open meeting of the Contractor's governing board.

R. Disaster Plan

1. The Contractor shall prepare and maintain a disaster plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods, and make such plan available to the Agency on Aging upon request.

2. The Contractor shall provide annual disaster response training and a current list of community resources for all employees and volunteers, and maintain documentation of such training.

3. The Contractor shall designate a primary and a secondary emergency contact. Following an emergency or disaster, the Contractor's designated contact shall update the Agency on Aging with the Contractor's operational status.

4. The Contractor shall complete Exhibit F, *Service Provider Emergency Resource Information*, included with this agreement, and advise the Agency on Aging whenever a change to this information occurs.

S. Community Focal Points

The Vendor acknowledges that the Agency on Aging has designated locations as Community Focal Points, as required by Title 22 CCR Article 3 §7302(a)(14), 45 CFR §1321.53(c), and OAA 2006 §306(a), which are attached as Appendix J, *Community Focal Points List*.

ARTICLE VI. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.

2. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, and services as set forth in 45 CFR §92.36.

3. The Contractor and its Subcontractor/Vendors shall comply with California Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

4. Travel Reimbursement

   a. Any reimbursement by Contractor from funds provided under this Agreement for authorized travel and per diem shall be at rates not to exceed those paid by the State in accordance with the California Department of Human Resources (CalHR) rules and regulations.

      In State:

      - Mileage: http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx
      - Per Diem (meals and incidentals): http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx
      - Lodging: http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx

      Out of State:

      - http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx

   b. This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Agreement, between the CalHR rates and any rates the Contractor is obligated to pay

under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Agency on Aging and the State. [2 CCR §599.615 et seq.]

5. The Agency on Aging reserves the right to refuse payment to the Contractor or later disallow costs for any expenditure, as determined by the Agency on Aging not to be in compliance with this Agreement, unrelated or inappropriate to Agreement activities, or when inadequate supporting documentation is presented, or where prior approval was required but was not requested or not granted.

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR §200] [45 CFR §75]

2. The Contractor shall ensure that funding for services as outlined herein are managed and prorated monthly to ensure that adequate Older Americans Act funding is available to provide services through the ending date of this Agreement.

3. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding Title III E) and Title VII services.

4. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR §200.302 and 45 CFR §75.302:

a. Financial Reporting.

b. Accounting Records.

c. Complete Disclosure.

d. Source Documentation.

e. Internal Control.

f. Budgetary Control.

g. Cash Management (written procedures).

h. Allowable Costs (written procedures).

C. Unexpended Funds

1. No later than March 31 of the Agreement year, the Contractor shall report to the Agency on Aging if any Older Americans Act funds will remain unexpended at the ending date of this Agreement.

2. The Agency on Aging shall request and receive from the Contractor release of Older Americans Act funds for an amount mutually agreed upon by both parties, not to exceed the estimated amount of unexpended funds. The Agency on Aging shall be reasonable in its request for funds and the Contractor shall not unreasonably withhold permission for release of funds.

3. The Agency on Aging retains all rights to reallocate released funds into other programs, projects, or activities.

4. Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the Agency on Aging immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State, and subsequently to the Agency on Aging, by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of the contracted program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the

Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Agreement and approval of an itemized budget. No legal liability on the part of the State or the Agency on Aging for any payment may arise under this Contract until funds are made available; the itemized budget is approved by the State; and the Contractor has received an executed Agreement.

4. If funding for any State or Agency on Aging fiscal year is reduced or deleted by the State, Legislature, or Congress for the purposes of this program, the Agency on Aging shall have the option to either:

   a. Terminate the Agreement pursuant to Section A.1 of Article XVII, *Termination*, of this Agreement; or

   b. Offer a contract amendment to the Contractor to reflect the reduced funding for this Agreement.

5. The Agency on Aging reserves the right to increase and/or decrease funds available under this Agreement to reflect any restrictions, limitations, or conditions.

ARTICLE VII. BUDGET AND BUDGET REVISION

A. The Contractor shall be reimbursed for expenses only as itemized in the approved budget with the exception of line item budget transfers as noted in Section E of this Article and shall not be entitled to reimbursement for these expenses until this Agreement is approved and executed by the Agency on Aging. The approved Contractor's budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.

B. The final date to submit a budget revision to the Agency on Aging for this Agreement is March 15, 2019.

C. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate accepted by all Federal awarding agencies [2 CFR 200.414(c)(1),(f)] [45 CFR 75.414(c)(1),(f)].

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind and used to meet the minimum matching requirements (Title III and Title VII only).

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR §75.414(a)]

D. Program Specific Funds

1. Program Income

a. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

b. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in Section D.1.d of this Article).

c. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in Section D.1.d of this Article) and may reduce the total amount of contract funds payable to the Contractor.

d. Program Income may not be used to meet the matching requirements of this Agreement.

e. Program Income must be used to expand baseline services.

f. If as a result of advanced funds, the project earns interest on funds awarded by the Agency on Aging, that interest shall be identified as income to the program and used for program expenditures, with full documentation on file for all programs.

2. One-Time-Only (OTO) Funds

a. OTO Funds, if any, are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.

b. Titles III and VII federal program OTO funds shall only be used for the following purposes:

1) Home and community-based projects that are approved in advance by the California Department of Aging, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.

2) Innovative pilot projects that are approved in advance by the California Department of Aging, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR §1321.53(a)(b).

3) OTO funds can be used to maintain or increase baseline services; however, the Contractor shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance approval from the California Department of Aging.

c. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

E. Line Item Budget Transfers

The Contractor may transfer Agreement funds between line items under the following terms and conditions:

1. The Contractor shall obtain prior approval from the Agency on Aging for any line item transfer of funds that exceeds ten percent (10%) of the total budget for each funding source, and submit a revised budget to the Agency on Aging.

2. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount, and purpose of the transfer. This record shall be available to the Agency on Aging upon request and shall be maintained in the same manner as all other financial records.

F. Matching Contributions

1. "Matching Contributions" is defined in Article I, Section H.

   a. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

   b. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor.

   c. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget cost principles.

2. Minimum matching contributions for Older Americans Act funded grants awarded by the Fresno-Madera Area Agency on Aging are determined as follows:

   a. Title III B Supportive Services (not including Ombudsman), Title III C1 Congregate Nutrition, and Title III C2 Home-Delivered Nutrition: Ten percent (10%) of the sum of the grant award, plus the minimum matching contributions. This is computed by dividing the grant amount by nine (9).

   b. Title III E Family Caregiver Support Program: Approximately fifty percent (50%) of the sum of the grant award, plus the minimum matching contributions.

3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

4. Matching contributions generated in excess of the minimum required are considered overmatch.

ARTICLE VIII. PAYMENT

A. The Contractor shall prepare and submit a monthly expenditure report, as indicated in Appendix E, *Required Reports and Due Dates*, by the 15th of each month to the Agency on Aging, unless otherwise specified by the Agency on Aging. The report shall include all costs and funding sources for the month prior.

B. The Agency on Aging shall review the Contractor's report to ensure compliance with the approved Agreement budget.

C. Depending upon funding availability, the Agency on Aging shall make monthly reimbursement payments to the Contract as specified in Appendix E, *Required Reports and Due Dates*, of this Agreement. The Agency on Aging shall pay the Contractor a total not to exceed the amount shown on page one (1) of this Agreement.

D. The Agency on Aging may withhold payment if the Agency on Aging determines that the Agreement with the Contractor is at-risk, as described in Appendix F, *Sanction Policy*.

E. The Agency on Aging shall be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. Payments made after a decision to withhold funds or terminate the Agreement will be governed by Article XVII, *Termination*.

F. The Agency on Aging may require financial reports more frequently than indicated in Section A of this Article or more detail (or both), upon written notice to the Contractor, until such time as the Agency on Aging determines that the financial management standards are met.

G. Closeout

1. Contractor is required to submit the *Financial Closeout Report* for this Agreement and *Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging* (FMAAA 32) to the Agency on Aging by July 15, 2019. If Agreement is terminated or cancelled prior to June 30, 2019, the *Financial Closeout Report* and FMAAA 32 shall be submitted to the Agency on Aging within fifteen (15) days of termination or cancellation of the Agreement.

2. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match.

ARTICLE IX. SUBCONTRACTS

A. The Contractor must obtain approval from the Agency on Aging prior to awarding any subcontracts for services contracted in this Agreement.

B. The Contractor shall not obligate funds for this Agreement in any subcontracts for service beyond the ending date of this Agreement.

C. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State of California or the Agency on Aging.

D. The Contractor shall maintain on file copies of subcontracts, memorandums, and/or Letters of Understanding which shall be made available for review at the request of the Agency on Aging.

E. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XV, *Insurance*, of this Agreement.

F. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Agency on Aging, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor(s) in the performance of this Agreement.

G. The Contractor shall ensure that the subcontractor will complete all reporting and expenditure documents requested by the Agency on Aging. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the Agency on Aging.

H. The Contractor shall require all subcontractors to maintain adequate staff to meet the subcontractor's agreement with the Contractor. This staff shall be available to the California Department of Aging and the Agency on Aging for training and meetings, which the California Department of Aging or the Agency on Aging may find necessary from time to time.

I. If a private non-profit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

ARTICLE X. RECORDS AND REPORTS

A. Records

1. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the *Financial Closeout Report* to the audited financial statements, and a summary worksheet identifying the results of performing audit resolution of its subcontractors in accordance with Article XIV, *Audit Requirements*, of this Agreement. This includes the following: Letters of agreement, insurance documentation, Memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to the Agency on Aging. All records pertaining this Agreement must be made available for inspection and audit by the Agency on Aging or its duly authorized agents, at any time during normal business hours.

2. All such records, including confidential records, must be maintained and made available by the Contractor as follows:

   a. Until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Agency on Aging or the California Department of Aging's Audit Branch;

   b. For such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections 3 and 4 of this Article; and

   c. For such longer period as the Agency on Aging or the State deems necessary.

3. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as in Sections A.2.a through A.2.c of this Article. The Contractor shall ensure that any resource directories and all client records remain the property of the Agency on Aging upon termination of this Agreement, and are returned to the Agency on Aging or transferred to another Contractor as instructed by the Agency on Aging.

4. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, such records shall be maintained and kept available until every action has been cleared

to the satisfaction of the Agency on Aging and the State and so stated in writing to the Contractor.

5. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the Agency on Aging under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR §200.302 and 45 CFR §75.302, the expenditures will be questioned in the audit and may be disallowed by the Agency on Aging or the State during the audit resolution process.

6. After the authorized period has expired, confidential records shall be destroyed by shredding and disposed of in a manner that will maintain confidentiality.

B. Reports

1. The Contractor shall prepare and submit fiscal and performance reports as designated in Appendix E, *Required Reports and Due Dates*. Reports shall be submitted on forms in a format approved by the Agency on Aging.

2. The Contractor shall assure that all fiscal and program data submitted to the Agency on Aging are timely, complete, accurate, and verifiable.

3. If supporting documentation is required as stated in Article XIV, *Audit Requirements*, all such documentation must accompany the monthly expenditure report.

4. All Program Income received by the Contractor shall be included on the monthly expenditure report, and expenditures supported by Program Income shall be stated in the appropriate column. Program Income shall be tracked on a "first in-first out" method. Unspent Program Income shall not exceed the equivalent of thirty (30) days average Program Income.

5. The Contractor shall cross-train staff on program data collection and reporting requirements in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

ARTICLE XI. PROPERTY

A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.

B. Property acquired under this Agreement, which meets any of the following criteria, is subject to the reporting requirements:

1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least $500 (a desktop or laptop setup is considered a unit, if purchased as a unit).

2. All computing devices, regardless of cost (including, but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones).

a. Purchase and use of portable electronic storage media (including, but not limited to jump drives, thumb drives, and flash drives; portable hard drives; and CDs, DVDs, and other discs) is not allowed under this Agreement.

C. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

D. The Contractor must submit a detailed listing of planned Equipment/Property purchases in its budget to the Agency on Aging (*Schedule of Program/Site Supplies and Equipment Purchases*, page 4 of Exhibit B, *Budget*). Equipment/Property with per unit cost of $500 or more requires justification and prior approval from the California Department of Aging.

E. The Contractor shall report property acquired with funds provided under this Agreement to the Agency on Aging:

1. Title III B, Title III C, and Title VII (b): On the Monthly Report of Expenditures and Donations Revenue for the month in which the property was acquired.

2. Title III E: On the Title III E Monthly Report of Expenditures (for the Family Caregiver Support Program) for the month in which the property was acquired.

3. Long-Term Care Ombudsman Program: On the Budget Summary/Monthly Expenditure Report and Request for Funds, Special Deposit Fund (SDF) & Skilled Nursing Facility Quality & Accountability Fund (SNFQAF) (CDA-OMB-300) for the month in which the property was acquired.

F. The Contractor shall attach receipts for the property and a list of the following information for each item of property acquired: Date acquired; complete description; model number; serial number (if applicable); cost or other basis of valuation; fund source; and specific location of the property.

G. The Contractor shall maintain a cumulative inventory, including the Asset Tag number and all information required by Section F of this Article, of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose.

H. The Contractor shall affix the Asset Tag provided by the Agency on Aging to tangible property upon receipt of the asset tag from the agency, which identifies the property as State of California property. The Contractor shall enter the Asset Tag number on the cumulative inventory records maintained by the Contractor for this Agreement.

I. The Contractor shall conduct an annual physical inventory of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose, and submit *Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging* (FMAAA 32) with the annual Financial Closeout Report to the Agency on Aging. Corresponding reconciliation must be kept on file and available for review by the Agency on Aging.

J. Prior to disposal of any property purchased by the Contractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the California Department of Aging, through the Agency on Aging, for all reportable property as defined in Section B of this Article. The Contractor shall submit a *Request to Dispose of Property* (FMAAA 248) to the Agency on Aging to request disposal of property.

Disposition, which includes sale, trade-in, discarding, or transfer to another agency, may not occur until approval is provided by the California Department of Aging and the Agency on Aging notifies the Contractor of the State's instructions for disposition of property.

Once property has been disposed as per the State's authorization and instructions, the item(s) shall be removed from the Contractor's inventory report.

K. The Contractor must sanitize property (remove all confidential, sensitive, or personal information) prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to, magnetic tapes, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops. The Contractor must attach documentation of sanitation of such devices to the *Request to Dispose of Property* (FMAAA 248) requesting property disposal.

L. Any loss, damage, or theft of equipment shall be investigated and fully documented, and the Contractor shall promptly notify the Agency on Aging. In addition, the Contractor shall complete a *Request to Dispose of Property* (FMAAA 248) and provide it to the Agency on Aging.

M. The State reserves title to all property purchased or financed with funds provided through the Agency on Aging that is not fully consumed in the performance of this Agreement, including property acquired with grant funds, matching funds, monetary donations, and in-kind donations as entered on the budget, budget revisions, and/or closeout report for this Agreement, unless otherwise required by federal law or regulations.

N. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such personal property during the period of the project and until the Contractor has complied with all written instructions from the Agency on Aging regarding the final disposition of the property.

O. In the event of the Contractor's dissolution, or upon termination of this Agreement, the Contractor shall provide a final property inventory to the Agency on Aging. The Agency on Aging reserves the right to require the Contractor to transfer such property to another entity, or to the Agency on Aging.

P. The Contractor shall use the property for the purpose for which it was intended under this Agreement.

Q. The Contractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

R. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE XII. ACCESS

A. The Contractor shall provide access to the Agency on Aging, federal or State contracting agency, Bureau of State Audits, the Comptroller General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE XIII. MONITORING AND EVALUATION

A. Authorized Agency on Aging, State, and federal representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal, and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data, and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and, when applicable, inspection of food preparation sites.

B. The Contractor shall cooperate with the Agency on Aging and the State in the monitoring and evaluation processes, which include making any administrative, fiscal, and program staff available during any scheduled process.

ARTICLE XIV. AUDIT REQUIREMENTS

A. Contractors that expend $750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR §200.501 to 200.521; and 45 CFR §75.501 to 75.521.

A copy shall be submitted to the:

Fresno Madera Area Agency on Aging
3837 North Clark Street
Fresno, California 93726

The copy shall be submitted within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
The Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the "Schedule of Expenditures of Federal Awards" by the appropriate program name, identifying Agency on Aging grant/contract number, and as passed-through the California Department of Aging.

B. This Section B applies only to Title III and Title VII.

The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

93.041 Special Programs for the Aging – Title VII, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII, Chapter 3)

93.042 Special Programs for the Aging – Title III-B/VII-A, Chapter 2 – Long Term Care Ombudsman Services for Older Individuals (Title III-B/VII-A, Chapter 2)

93.043 Special Programs for the Aging – Title III, Part D – Disease Prevention and Health Promotion Services (Title III D)

93.044 Special Programs for the Aging – Title III, Part B – Grants for Supportive Services and Senior Centers (Title III B)

93.045 Special Programs for the Aging – Title III, Part C – Nutrition Services (Title III C)

93.052 National Family Caregiver Support Program – Title III, Part E (Title III E)

93.053 Nutrition Services Incentive Program (NSIP)

"Cluster of programs" means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other clusters" are defined by the consolidated CFR in the Compliance Supplement or as designated by a State for federal awards provided to its subcontractors that meet the definition of "cluster of programs." When designating an "other cluster," a State shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A "cluster of programs" shall be considered as one program for determining major programs, as described in 45 CFR §75 [formerly OMB Circular A-133], whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR §75, Subpart F, Audit Requirements] [formerly OMB Circular A-133], Audits of States, Local Governments, and Non-Profit Organizations)

C. The Contractor shall perform a reconciliation of the Financial Closeout Report to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for review by the Agency on Aging.

D. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the Financial Closeout Report.

E. The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds approved under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. Contract resolution includes:

1. Ensuring that subcontractors expending $750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR §200.501-200.521 and 45 CFR §75.501-75.521 as summarized in Section F of this Article;

2. Issuing a management decision on audit findings within six (6) months after receipt of the subcontractor's single audit report and ensuring that the subcontractor takes appropriate and timely corrective action;

3. Reconciling expenditures reported to the Agency on Aging to the amounts identified in the single audit or other type of audit, if the Contractor was not subject to the single audit requirements. For a Contractor who was not required to obtain a single audit and did

not obtain another type of audit, the reconciliation of expenditures reported to the Agency on Aging must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR §200.331] [45 CFR §75.352]; documented review of financial statements; and documented expense verification, including match; etc.).

4. When alternative procedures are used, the Contractor shall perform financial management system testing which provides, in part, for the following:

   a. Accurate, current, and complete disclosure of the financial results of each federal award or program.

   b. Records that identify adequately the source and application of funds for each federally funded activity.

   c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.

   d. Comparison of expenditures with budget amounts for each federal award.

   e. Written procedures to implement the requirements of 2 CFR §200.305 and 45 CFR §75.100 et. seq.

   f. Written procedures for determining the allowability of costs in accordance with 2 CFR §200, Subpart E–Cost Principles and 45 CFR §75, Subpart E-Cost Principles.

   [2 CFR §200.302] [45 CFR §75.302]

5. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.

6. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.

F. The Contractor shall ensure that its single audit report meets 2 CFR §200, Subpart F–Audit Requirements and 45 CFR §75, Subpart F-Audit Requirements:

1. Performed timely: Not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the auditor's report or nine (9)

months after the end of the audit period, whichever occurs first. [2 CFR §200.512] [45 CFR §75.515]

2. Properly procured: Use procurement standards for auditor selection. [2 CFR §200.509] [45 CFR §75.509]

3. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR §200.514] [45 CFR §75.514]

4. All inclusive: Includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR §200.515] [45 CFR §75.515]

5. Performed in accordance with provisions applicable to this program as identified in 2 CFR §200, Subpart F–Audit Requirements and 45 CFR §75, Subpart F-Audit Requirements.

G. The Contractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards, the Agency on Aging shall have access to all audit reports and supporting work papers, and the Agency on Aging has the option to perform additional work, as needed.

H. A reasonably proportionate share of the costs required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:

1. Any costs when audits required by the Single Audit Act, 2 CFR §200, Subpart F–Audit Requirements and 45 CFR §75, Subpart F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act, 2 CFR 200, Subpart F – Audit Requirements and 45 CFR §75, Subpart F – Audit Requirements because its expenditures under federal awards are less than $750,000 during the non-federal entity's fiscal year.

   a. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.

b. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act, 2 CFR 200, Subpart F – Audit Requirements and 45 CFR §75, Subpart F – Audit Requirements. This cost is allowable only if the agreed-upon-procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: Activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425] [45 CFR §75.425]

I. The Contractor shall cooperate with and participate in any further audits which may be required by the Agency on Aging.

J. The Contractor shall indicate which method of providing audit compliance will be in force during this Agreement (Appendix D, *Method of Providing Audit Compliance*).

ARTICLE XV. INSURANCE

A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:

1. **General Liability** of not less than $1,000,000 per occurrence for bodily injury and property damage combined (higher limits may be required by the Agency on Aging in cases of higher than usual risks).

2. **Automobile Liability, including non-owned auto liability,** of not less than $1,000,000 for volunteers and paid employees providing services supported by this Agreement.

   If applicable, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter party carriers of passengers and is based on seating capacity as follows unless otherwise amended by future regulation:

   - $ 750,000 if seating capacity is under 8.
   - $1,500,000 if seating capacity is 8–15.
   - $5,000,000 if seating capacity is over 15.

3. **Professional Liability** of not less than $1,000,000 as it appropriately relates to services rendered. Coverage shall include errors and omissions.

B. The insurance will be obtained from an insurance company acceptable to the State Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.

C. Evidence of insurance shall be in a form and content acceptable to the State Department of General Services, Office of Risk and Insurance Management.

D The Contractor shall notify the Agency on Aging within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

E. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall include the Contract Number listed on page 1 of this Agreement and provide the statement:

> "The Fresno-Madera Area Agency on Aging, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the Fresno-Madera Area Agency on Aging under this Agreement."

Professional Liability coverage is exempt from this requirement.

2. The Fresno-Madera Area Agency on Aging shall be named as the certificate holder and its address (3837 N. Clark St., Fresno, CA 93726) must be listed on the certificate.

F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the Agency on Aging, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the Agency on Aging may, in addition to any other remedies it may have, terminate this Agreement.

G. A copy of each appropriate Certificate of Insurance, or letter of self-insurance, referencing this Agreement number shall be submitted to the Agency on Aging with this Agreement.

H. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. [Labor Code §3700]

I. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.

J. Contractor agrees to indemnify, defend, and save harmless the Fresno-Madera Area Agency on Aging, State of California, their officers, agents, and employees from any and all claims and losses occurring or resulting to any and all Contractors, subcontractors, material, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and also from any and all claims and losses occurring or resulting in any person, firm or corporation, who may be injured or damaged by Contractor in the performance of this Agreement.

ARTICLE XVI. DONATIONS

A. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA §315(b)]:

1. The Contractor or any subcontractors for any Title III or Title VII services shall not use means tests.

2. Any Title III or Title VII client who does not contribute toward the cost of the services received shall not be denied services.

3. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive. Donation letters sent to clients shall stipulate that contributions are voluntary and not required to receive service. Donation letters may not resemble a bill or statement.

4. Each Service Provider will:

   a. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;

b. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;

c. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; and

d. Establish appropriate procedures to safeguard and account for all contributions.

e. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Agreement.

ARTICLE XVII. TERMINATION

A. Termination Without Cause

1. The Agency on Aging may terminate performance of work under this Agreement at any time during the Agreement term, without cause in whole or in part, if the Agency on Aging determines that a termination is in the Agency on Aging's best interest, upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice.

   The Agency on Aging may, at its discretion, decline to negotiate additional one-year Agreement periods with the Contractor beyond the initial one-year contract award term, or, as a result of the Request for Proposal process, reject the Contractor's proposal for provision of service beyond the term of this Agreement; in such cases, the Agency on Aging shall provide a minimum of thirty (30) days written notice to the Contractor of non-renewal or non-award of the contract, effective on the last day of the term of this Agreement.

   The parties agree that if the termination of the contract is due to a reduction or deletion of funding by the State of California, the Legislature, or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice.

   The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

2. The Contractor may terminate this Agreement at any time during the Agreement term by giving the Agency on Aging ninety (90) days written notice. In the event of termination notice, the Agency on Aging will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination of the Agreement.

3. Contractor shall, at least ninety (90) days prior to the end of the term of this Agreement, give written notice to the Agency on Aging if it intends to discontinue provision of any programs or services included in this Agreement during the subsequent Agreement period. The purpose of this requirement is to provide sufficient planning and transition time during the course of this Agreement period to ensure continuity of services to clients.

B. Termination for Cause

1. The Agency on Aging may terminate, in whole or in part, for cause the performance of work under this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

   a. In case of threat of life, health, or safety to the public.

   b. A violation of the law or failure to comply with any condition of this Agreement.

   c. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.

   d. Failure to comply with reporting requirements.

   e. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Agency on Aging or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.

   f. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.

   g. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.

h. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.

i. The commission of an act of bankruptcy.

j. Finding of debarment or suspension.

k. The Contractor's organizational structure has materially changed.

l. The Agency on Aging determines that the Contractor may be considered a "high risk" agency as described in 45 CFR §92.12 for local government and 45 CFR §74.14 for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions, as described in Appendix F, *Sanction Policy*.

m. Program operations have been suspended for more than three (3) consecutive months in any budget year, unless a longer period is granted in writing by the Agency on Aging.

2. Termination of this Agreement shall take effect immediately in the case of an emergency, such as threat to life, health, or safety of the public, or when program operations have been suspended for more than three (3) consecutive months in any budget year. In all other cases of termination for cause, the termination shall take effect thirty (30) days subsequent to written notice to the Contractor.

3. In the event of termination for cause, the Agency on Aging may proceed with the work in any manner deemed proper by the State. All costs to the Agency on Aging shall be deducted from any sum due the Contractor under this agreement and the balance, if any, shall be paid to the Contractor upon demand.

C. In the event of termination of this Agreement by the Agency on Aging, the Agency will present written notice to the Contractor describing the action being taken by the Agency on Aging, the reason for such action, and any conditions of the termination, including, but not limited to, the date of termination, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination. Said notice shall also inform the Contractor of its right to appeal such decision to the Agency on Aging and of the procedure for doing so. (Appendix G, *Appeal Procedure for Service Providers*)

D. Contractor's Obligation After Notice of Termination

1. After receipt of a notice of termination, and except as directed by the Agency on Aging, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

   The Contractor shall:

   a. Stop work as specified in the Notice of Termination;

   b. Place no further subcontracts for materials, or services, except as necessary to complete the continued portion of the contract;

   c. Terminate all subcontracts to the extent they relate to the work terminated;

   d. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause); and

   e. Comply with all additional terms of this Agreement pertaining to termination or cancellation of the Agreement.

ARTICLE XVIII. REMEDIES AND APPEAL PROCESS

A. The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the Agency on Aging as a result of a breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project. Specifically, the Agency on Aging reserves the right to pursue all remedies allowed to it under the Older Americans Act, and all regulations adopted pursuant to the Act or implementing the Act, regarding the expenditure of federal funds.

B. The Contractor may appeal an adverse determination by the Agency on Aging using the *Appeal Procedure for Service Providers*, which is set forth in Appendix G, for actions subject to appeal, as defined in Appendix G, Section I.A, *Actions Subject to Appeal.*

C. The Contractor may appeal the Agency on Aging's final adverse determination once all administrative remedies contained in Appendix G, *Appeal Procedure for Service Providers*, have been exhausted, using the appeal process established in Title 22 CCR §7700 to 7710.

D. The Contractor shall continue with the responsibilities under this Agreement during any dispute.

E. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE XIX. AMENDMENTS, REVISIONS OR MODIFICATIONS

A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, approved as required by the Agency on Aging amendment process, and signed by a duly authorized representative of the Contractor and of the Agency on Aging. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B. Should either party during the term of this Agreement desire a revision, waiver or modification in this Agreement, such revision, waiver or modification shall be proposed in writing to the other party. The other party shall accept or reject the proposal within thirty (30) days of receipt of request. Once accepted, such revision may require an amendment through the Agency on Aging's contract process to provide for the change mutually agreed to by the parties.

C. The Agency on Aging reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State Government.

D. An amendment is required to change the Contractor's name as listed on this Agreement. Any notice given to the Agency on Aging for a Contractor's change of legal name, main address, or name of Director shall be addressed to the Fresno-Madera Agency on Aging's Executive Director on the Contractor's letterhead. Upon receipt of legal documentation of the name change, the Agency on Aging will process the amendment. Invoices presented by the Contractor with the Contractor's new name cannot be paid prior to the Agency on Aging's approval of said amendment.

ARTICLE XX. NOTICING

A. Any notice to be given hereunder by either party to the other may be effected by one of the following methods, provided Contractor retains receipt, and shall be communicated as of actual receipt: 1) Personal delivery in writing; 2) Registered or certified mail, postage prepaid and return receipt requested; or 3) Overnight mail.

B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging at its current address, 3837 North Clark Street, Fresno, CA 93726, and notices to the Contractor shall be addressed to the Contractor's address as indicated on page 1 of this Agreement, unless otherwise requested in writing.

C. Each party may change its address originally provided in this Agreement by written notice to the other party in accordance with this Article.

APPENDIX A

RESOLUTION OF AUTHORIZATION TO CONTRACT

The governing board of the City of Madera
(Service Provider)

hereby authorizes Andrew J. Medellin - Mayor
(Name and Title)

to execute the contract(s) listed on Page 1 of this Agreement with the Fresno-Madera Area Agency on Aging for the fiscal year beginning July 1, 2018, to June 30, 2019, including any subsequent amendments and all necessary supporting documents.

Andrew J. Medellin
Name of Chair ***(Please Print)***
Governing Board

Signature of Chair
Governing Board

Date

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

City of Madera	94-6000365
Contractor/Vendor Name (Typed)	*Federal ID Number*
Authorized Signature	7-31-18 *Date Executed*

Mary Anne Seay - Director of Parks and Community Services

Name and Title of Person Signing (Typed)

CONTRACTOR CERTIFICATION CLAUSES

Source: State of California CCC 04/2017

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
   b. Establish a Drug-Free Awareness Program to inform employees about:
      1) the dangers of drug abuse in the workplace;
      2) the person's or organization's policy of maintaining a drug-free workplace;
      3) any available counseling, rehabilitation and employee assistance programs; and,
      4) penalties that may be imposed upon employees for drug abuse violations.
   c. Every employee who works on the proposed Agreement will:
      1) receive a copy of the company's drug-free workplace policy statement; and,
      2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of

any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

   Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

   Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by

authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

   Current State Employees (Pub. Contract Code §10410):

   1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
   2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

   Former State Employees (Pub. Contract Code §10411):

   1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
   2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

   If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

   Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
    a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
    b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
    c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

APPENDIX C

INFORMATION INTEGRITY AND SECURITY STATEMENT

CERTIFICATION

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the Statements below.

City of Madera	19-0144
Contractor/Vendor Name (Typed)	*Contract Number*
Authorized Signature	7-31-18 *Date*

Mary Anne Seay - Director of Parks and Community Services

Name and Title of Person Signing (Typed)

In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:

- Confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.
- All access codes which allow access to confidential information will be properly safeguarded.
- Activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report (CDA 1025).
- Any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act.
- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- Obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.

APPENDIX C

INFORMATION INTEGRITY AND SECURITY STATEMENT

- All employees/subcontractors of the Contractor/Vendor will complete the required Privacy and Information Security Awareness Training module located at www.aging.ca.gov, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor, and annually thereafter.
- All employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.
- CDA or its designee will be granted access by the Contractor/Vendor to any computer-based confidential information within the scope of the Contract.

- I agree to protect the following types of confidential information which include but are not limited to:
  - Social Security number.
  - Medical information.
  - Claimant and employer information.
  - Driver's License information.
  - Information about individuals that relates to their personal life or identifies or describes an individual.
  - Other agencies' confidential and proprietary information.
  - Criteria used for initiating audit selection.
  - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.).
  - Any other information that is considered proprietary, a copyright, or otherwise protected by law or contract.
- I agree to protect confidential information by:
  - Accessing, inspecting, using, disclosing, or modifying information only for the purpose of performing official duties.
  - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason.
  - Securing confidential information in approved locations.
  - Never removing confidential information from the work site without authorization.

APPENDIX D

METHOD OF PROVIDING AUDIT COMPLIANCE

The service provider shall indicate which method of providing audit compliance to the Fresno-Madera Area Agency on Aging (Agency on Aging) will be in force during this Agreement.

1. **Review Article XIV of this Agreement (Audit Requirements).**

2. Place an **X** in the appropriate box below:

- [x] An independent audit shall be performed in accordance with the requirements of 2 CFR §200, Subpart F - Audit Requirements, and 45 CFR §75, Subpart F - Audit Requirements, and a copy submitted to the Agency on Aging.

- [ ] An independent audit shall be performed and a copy submitted to the Agency on Aging.

- [ ] All supporting documentation shall be submitted to the Agency on Aging for review along with any request for reimbursement.

Enter Fiscal Year Ending Date →

June	30	2019
Month	Day	Year

APPENDIX E

REQUIRED REPORTS AND DUE DATES

Fiscal Reports

*Expenditure Reports by Program

Title III B, Title III C, Title III D, and Title VII Programs ***Due 15th of each month***

- Monthly Report of Expenditures and Donations Revenue

Title III E Family Caregiver Support Program ***Due 15th of each month***

- Title III E Monthly Report of Expenditures

Health Insurance Counseling and Advocacy Program ***Due 15th of each month***

- HICAP Monthly Report of Expenditure/Request for Funds *(CDA 245)*

Long-Term Care Ombudsman Program ***Due 15th of each month***

- Budget Summary/Monthly Expenditure Report & Request for Funds, Special Deposit Fund & Skilled Nursing Facility Quality and Accountability Fund *(CDA-OMB-300)*

** Payments are made by the last day of the month for accurate expenditure reports received by the due date. Late or inaccurate expenditure report submissions will result in delay of payments until reporting requirements have been met.*

Additional Fiscal Reports – All Programs

- **Final Budget Revisions**
  - Due by March 15th
- **Annual Financial Close Out Report and FMAAA 32, *Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging***
  - Due by July 15th with exception of HICAP
    - 1st HICAP Financial Closeout Report for federal funds from July 1-March 31 due by April 30th
    - 2nd HICAP Financial Closeout Report for State funds from July 1-June 30 and Federal funds from April 1-June 30 due by July 30th
- **Copy of Audit**, as required by contract
  - Due within 30 days after receipt of auditor's report, or nine months after end of audit period, whichever is earliest
- **Request to Dispose of Property (FMAAA 248)**
  - Due within 5 days of the loss, destruction, or theft of property, or if the property will no longer be used for the contracted program

APPENDIX E

REQUIRED REPORTS AND DUE DATES

Program Reports

Monthly Service Unit Report *(Form 186M)* ***Due 7th working day of each month***

- **Title III B Adult Day Care**
  - Attach Q Monthly Service Roster, associated Client Intake Forms, and Client Deactivation Request
- **Title III B Legal Assistance**
- **Title III B Transportation**
- **Title III D Health Promotion**
- **Title VII (b) Elder Abuse Prevention, Education, & Training**
- ***Health Insurance Counseling and Advocacy Program (HICAP)**
  - Attach final version of HICAP Performance Measures and Benchmark Report generated from SHARP system for reporting month

**Due date subject to California Department of Aging notifications*

Monthly Title III C ***Due 7th working day of month***
*Elderly Nutrition Program Reports

****See Policy and Procedure Manual, provided to Site Coordinator, for full instructions***

- Q Monthly Service Roster with client signatures and a "1" entered for each meal
- Daily Sign-In Sheets with initials entered by client for each meal
- Associated Client Intake Forms (originals; must be completed July 1, 2018 or later)
- Client Deactivation Request
- Nutrition Volunteer Summary Report
- Food Preparation Center Food Service Check Sheet

Quarterly Reports ***Due 15th of month following reporting period***

- **Title III B California Legal Services** Quarterly Aggregate Report *(CDA 1022)*
- **Title VII (b) Elder Abuse Prevention** Quarterly Activity Report *(CDA 1037)*

Quarterly Reports ***Due 30th of month following reporting period***

- **Long-Term Care Ombudsman Program**
  - Copy of completed Quarterly Ombudsman Reporting Form *(OSLTCO S301)* as submitted to the California Department of Aging
    - Attach program performance data from the Ombudsman Data Integration Network for July 1st through last day of reporting quarter

APPENDIX F

FRESNO-MADERA AREA AGENCY ON AGING SANCTION POLICY

I. At-Risk Designation

Title 45 of the Code of Federal Regulations (45 CFR), sections 74.14 and 92.12, defines factors that determine if an Agreement with a Contractor is at risk. In accordance with 45 CFR, the Fresno-Madera Area Agency on Aging (Agency on Aging) may consider an Agreement with a Contractor to be at-risk if the Agency on Aging determines that the Contractor:

A. Has a history of unsatisfactory performance, for which examples include, but are not limited to:

1. Grant funds are not obligated properly, are not disbursed, or are not spent for the contracted purpose;
2. Financial reports do not include program income and the required match of funds;
3. The quantity of service units provided is less than 95% of the projected level at any time following the third month of the Agreement period;
4. The Targeting Plan is not implemented as described in the Program Narrative section of the Agreement;
5. Complaints received from clients, their caretakers, or the general public indicate that the Contractor is not providing the contracted service at a satisfactory level.

B. Is not financially stable;

C. Has a management system which does not meet the management standards set forth in Article VI, Section B, *Accountability for Funds*, of this Agreement;

D. Has not conformed to terms and conditions of previous awards; or

E. Is otherwise not responsible, for which examples include, but are not limited, to:

1. Financial or program reports are late, incorrect, or incomplete;
2. Responses to corrective actions requested by the Agency on Aging are not provided by the due date;
3. Corrective action plans are not implemented by the due date;
4. Findings from a prior contract monitoring are repeated in a subsequent monitoring;

5. Failure to respond to telephone or written communications from the Agency on Aging in a timely manner; or

6. A violation of the law or failure to comply with any condition of this Agreement.

II. Sanctions

The Agency on Aging may impose sanctions (special conditions and/or restrictions) on the Contractor that correspond to the at-risk condition. Such sanctions may include:

A. Withholding of funds;

B. Requiring additional, more detailed, and/or more frequent financial and/or program reports;

C. Requiring preparation and implementation of an acceptable corrective action plan;

D. Additional contract monitoring;

E. Requiring the Contractor to obtain technical or management assistance;

F. Establishing additional prior approvals; and/or

G. Withholding authority to continue provision of service within a given funding period.

Sanctions may be imposed upon approval by the Executive Director of the Agency on Aging, with the exception of Item II.G above, which requires approval by the Agency on Aging Governing Board.

For sanctions identified in Items II.A through II.F above, the Agency on Aging will promptly remove sanctions once the conditions that prompted them have been corrected.

For the sanction identified in Item II.G above, the sanction will be removed when the Contractor takes corrective action satisfactory to the Agency on Aging and/or the Contractor has been restored to satisfactory status in accordance with the terms and conditions of this Agreement.

III. Notification to Provider

The Agency on Aging will provide written notification to the Contractor of any sanctions imposed via certified or overnight mail, return receipt requested. Such notification will include:

A. The nature of the sanctions;

B. The reason(s) for imposing them;

C. The effective date of the sanctions;

D. The legal or contractual citation upon which the sanction is based;

E. The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions; and

F. The Agency on Aging's appeal procedure for service providers.

IV. Unresolved At-Risk Condition(s)

Should the at-risk condition(s) remain unresolved following the imposition of sanctions, the Agency on Aging may proceed to terminate the Agreement with the Contractor, in accordance with the *Termination* section of this Agreement (Article XVII, Title III and Title VI Area Plan Contracts; Article XVI, Health Insurance Counseling and Advocacy Program Contract).

APPENDIX G

FRESNO-MADERA AREA AGENCY ON AGING
APPEAL PROCEDURE FOR SERVICE PROVIDERS

I. Actions Subject to Appeal

A. A contracted or potential provider of service (service provider) has the right to appeal an adverse determination made by the Fresno-Madera Area Agency on Aging (Agency on Aging). The actions below shall be considered adverse determinations that are subject to appeal [Title 22 CCR §7704 (c)(1) – (c)(3)(C)]:

1. A reduction in the level of funding to an existing Contractor during an Agreement period; however, a reduction directly attributable to a reduction in the funding to the Area Agency on Aging by the State or federal government shall not be considered an adverse determination.
2. A cancellation or termination of an existing Agreement with the Contractor prior to the Agreement's expiration date.
3. Denial of an application to provide services when any of the following exist:
    a) The presence of a conflict of interest, real or apparent, as specified in 45 CFR 92.36(b)(3);
    b) The occurrence of a procedural error or omission, such as the failure of the Agency on Aging to include a federal mandate in its solicitation request;
    c) The lack of substantial evidence to support the Agency on Aging's action.

II. Method of Notification

A. The service provider shall provide notification of appeals, and the Agency on Aging shall provide notification of subsequent appeals determinations, by certified or overnight mail, return receipt requested, or by personal delivery in writing.

B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging, 3837 North Clark Street, Fresno, CA 93726.

C. The Agency on Aging shall transmit notification to the address listed on the service provider's appeal; if this address differs from the address listed on page 1 of the service provider's Agreement with the Agency on Aging, the Agency on Aging shall transmit a copy of the notification to the address contained on page 1 of the Agreement.

D. The Agency on Aging shall include a copy of this Appeal Procedure for Service Providers with all notifications to service providers of adverse appeals determinations.

III. Process

A. The service provider shall give notice of intent to appeal to the Executive Director of the Agency on Aging within ten (10) business days of the Agency on Aging's notice of adverse determination. The notice of intent to appeal shall be in writing, must state the specific grounds upon which the action by the Agency on Aging is appealed, and must be accompanied by all supporting documents.

B. The Executive Director of the Agency on Aging shall investigate the appeal and issue a written determination to the service provider within fifteen (15) business days of receipt of the appeal. The determination shall set forth the Agency on Aging's position and specify applicable sections of the service provider's Agreement with the Agency on Aging, government regulations, government statutes, or other provisions relied upon.

C. If the service provider is dissatisfied with the Agency on Aging Executive Director's determination, the service provider may appeal to the Executive Committee of the Agency on Aging Governing Board within ten (10) business days of the date of the Agency on Aging Executive Director's written determination. The appeal shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.

D. The Executive Committee of the Agency on Aging Governing Board (Executive Committee) shall, within fifteen (15) business days of receipt of the service provider's appeal:

1. Review the service provider's appeal, considering any additional evidence or documentation provided by the Agency on Aging Executive Director;

2. Determine if the appeal should be denied, or if a recommendation should be made to the full Agency on Aging Governing Board at its next scheduled meeting to take action to grant the appeal; and

3. Provide written notification of its determination to the service provider.

E. If the service provider is dissatisfied with the Executive Committee's determination, the service provider may request a hearing before the full Agency on Aging Governing Board. The service provider must request the hearing within ten (10) business days of the Executive Committee's written notification of determination. The hearing request shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.

F. If the Agency on Aging Governing Board does not accept and implement the Executive Committee's recommendation to grant the service provider's appeal:

1. The Agency on Aging shall provide written notification to the service provider of the Governing Board's decision within two (2) business days following the decision;

2. The service provider may request a hearing before the Agency on Aging Governing Board. The service provider must request the hearing within ten (10) business days of the date of the notification of the Agency on Aging Governing Board's decision. The hearing request shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.

G. Upon receipt of the service provider's request for a hearing before the Agency on Aging Governing Board, the Agency on Aging will place the hearing on the agenda of the next regularly scheduled meeting of the Agency on Aging Governing Board, and provide the service provider with a copy of the published agenda.

1. The hearing before the Agency on Aging Governing Board shall consist of:

a) Receipt and review of all previously submitted documents concerning the appeal;

b) Submission in writing by the service provider of any additional information or documentation supporting the service provider's position;

c) An oral presentation by the service provider, not to exceed thirty (30) minutes; and

d) An oral presentation by the Agency on Aging Executive Director and/or Agency on Aging staff, not to exceed thirty (30) minutes.

2. At the conclusion of the hearing, the Agency on Aging Governing Board shall vote to accept or deny the service provider's appeal.

   a) If the appeal is denied, the Agency on Aging Governing Board shall notify the service provider in writing of the reason(s) the appeal was denied, including a statement that all appeal procedures to the Agency on Aging and its Governing Board have been exhausted, and of the service provider's right to appeal the Governing Board's decision to the California Department of Aging. Such notification shall include a copy of Sections 7700 through 7710 of Title 22 of the California Code of Regulations, which contains the process for appealing the determination to the California Department of Aging.

APPENDIX H

FRESNO-MADERA AREA AGENCY ON AGING
CONTACT LIST FOR SERVICE PROVIDERS

Telephone Number for All Contacts: (559) 600-4405

Linda Descoteaux Administrative Manager Email: ldescoteaux@fmaaa.org Fax: (559) 243-5918	Contract Administration Administrative & Program Monitoring (excluding Nutrition and Adult Day Care) Area Agency on Aging Area Plan and Updates Service Unit Planning and Performance Q Care Access Client Database Administration
Teresa Scheidt Senior Accountant Email: tscheidt@fmaaa.org Fax: (559) 243-5918	Budget Questions Financial Close-Out Reports Fiscal Monitoring Monthly Payments to Service Providers Quarterly Reports of Expenditures & Donation Revenue
Yvonne Hamilton Administrative Analyst Email: yhamilton@fmaaa.org Fax: (559) 243-5918	Monthly Service Unit Reports and Supporting Rosters Quarterly Service Unit Reports Client Intake Forms Congregate Meal Site Rosters & Daily Sign-In Sheets Nutrition Volunteer Summary Report
Stephanie Jenkins Program Coordinator Email: sjenkins@fmaaa.org Fax: (559) 243-5651	Congregate Nutrition Site Procedures Daily Congregate Meal Counts Nutrition Site Food Safety Nutrition Supply Order Forms Nutrition Site Monitoring Adult Day Care Site Monitoring
Peggy Bakeman Jessica Jacobo Lopez Program Coordinators Email: pbakeman@fmaaa.org jjacobolopez@fmaaa.org Fax: (559) 243-5651	Home-Delivered Meals: Discontinue or Restart Eligibility & Assessments Missed Deliveries Short-Term Temporary (STT) Program

Fresno-Madera Area Agency on Aging
3837 N. Clark St.
Fresno, CA 93726

APPENDIX I

FRESNO-MADERA AREA AGENCY ON AGING
EMERGENCY CONTACT INFORMATION

Information and Assistance:	(559) 600-4405 (800) 510-2020

Executive Director, Emergency Coordinator, and Public Relations Officer	Jean Robinson
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
After Hours Phone:	(559) 930-5847

Administrative Manager, Alternate Emergency Coordinator	Linda L. Descoteaux
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
After Hours Phone:	(559) 270-9939

APPENDIX J

COMMUNITY FOCAL POINTS LIST

CCR Title 22, Article 3, Section 7302(a)(14), 45 CFR Section 1321.53(c), OAA 2006 306(a)

Definition of Focal Point: *A facility established to encourage the maximum collocation and coordination of services for older individuals.* (42 USC Section 3002 (21))

Planning and Service Area 14 - Designated Community Focal Points		
Fresno County		
Fresno-Madera Area Agency on Aging	3837 N. Clark St.	Fresno, CA 93726
Clovis Senior Center	850 4th St.	Clovis, CA 93612
Coalinga Senior Center	220 E. Forest Ave.	Coalinga, CA 93210
Edwin Blayney Senior Center	108 N. 3rd St.	Fowler, CA 93625
Firebaugh Senior Center	1601 Thomas Conboy Ave.	Firebaugh, CA 93622
Huron Senior Center	16900 5th St.	Huron, CA 93234
Kerman Senior Center	720 S. 8th St.	Kerman, CA 93630
Kingsburg Senior Center	1450 Ellis St.	Kingsburg, CA 93631
Mary Ella Brown Community Center	1350 E. Annadale Ave.	Fresno, CA 93706
Mendota Senior Center	415 Sorenson Ave.	Mendota, CA 93640
Mosqueda Community Center	3670 E. Butler Ave.	Fresno, CA 93702
Orange Cove Senior Center	699 6th St.	Orange Cove, CA 93646
Pinedale Community Center	7170 N. San Pablo Ave.	Pinedale, CA 93650
Reedley Senior Center	100 N. East Ave.	Reedley, CA 93654
Sanger Senior Center	730 Recreation Ave.	Sanger, CA 93657
Sierra Oaks Senior and Community Center	33276 Lodge Rd.	Tollhouse, CA 93667
Ted C. Wills Community Center	770 N. San Pablo Ave.	Fresno, CA 93728
Madera County		
Chowchilla Senior Center	820 Robertson Blvd.	Chowchilla, CA 93610
Frank A. Bergon Senior Center	238 S. D St.	Madera, CA 93637
Pan-American Community Center	703 E. Sherwood Way	Madera, CA 93638
Ranchos/Hills Senior Center	37330 Berkshire Dr.	Madera Ranchos, CA 93636
Sierra Senior Center	49111 Cinder Ln.	Oakhurst, CA 93644

APPENDIX K

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Please complete and sign Internal Revenue Service Form W-9, which is provided on the next page.

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
City of Madera

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
205 West 4th Street

Requester's name and address (optional)

6 City, state, and ZIP code
Madera, CA 93637

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
9 4 - 6 0 0 0 3 6 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ► Mark Etheridge | **Date** ► 7/6/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

EXHIBIT A

TITLE III B PROGRAM EXHIBIT
Transportation

I. Definitions Specific to Title III B Programs:

A. **Program Requirements** is defined as Title III program requirements found in the Older Americans Act (OAA) [42 USC Section 3001-3058]; the Code of Federal Regulations (CFR) [45 CFR 1321]; the California Code of Regulations (CCR) [22 CCR §7000 et seq.]; and California Department of Aging Program Memoranda.

B. **Title III B (Supportive Services)** is defined as a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and National Ombudsman Reporting System (NORS). [OAA §321(a)]

C. **Priority Services for Title III B** are defined as those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services, such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

D. **Eligible Service Population** is defined as individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. [OAA §305(a)(2)(E)] [22 CCR §§7125, 7127, 7130, 7135 and 7638.7].

E. **Transportation** is defined as transportation from one location to another, and does not include any other activity. Transportation may include travel vouchers and transit passes. The unit of measurement is one one-way trip.

F. **Unduplicated Client Count** is defined as a new person served. A client is considered new, only once within the fiscal year, when he/she first utilizes a covered service. A client, who has never been previously registered as a client for the service in the current fiscal year, may be counted as unduplicated.

II. Scope of Work

The service provider is charged with providing Transportation services for individuals 60 years of age or older, with emphasis on those in greatest economic and social need with particular attention to low income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. Transportation shall be provided within a geographic area, and/or or to and from specific sites, as mutually agreed upon by the service provider and the Agency on Aging and as specified in Exhibit E, Item 2 of this Agreement.

III. Additional Assurances

A. Vehicles used for Transportation shall be properly maintained by the service provider with regards to repairs and maintenance, cleanliness, accessibility, etc.

B. Vehicles used for Transportation must be wheelchair accessible.

C. The service provider must keep the license, registration, and insurance current for all vehicles used for Transportation.

D. Service provider shall utilize the DMV Pull Program to review driving records of all drivers to ensure each driver has a safe driving record before hiring.

E. All Transportation program staff, including drivers, shall be provided with initial training on working with older adults, safety, and accident prevention.

F. The service provider shall coordinate services to allow maximum usage of vehicle spaces and efficient use of driver time to meet contracted units of service.

G. If providing Transportation to Agency on Aging Congregate Nutrition meal sites, the service provider shall provide demand-responsive transportation service to and from designated congregate meal site locations in a time coordinated manner to allow participating older adults adequate time to eat a leisurely meal at the site and enjoy a brief period of socialization with other older adults.

H. If Transportation is provided via travel vouchers and/or transit passes, the service provider shall monitor the distribution to ensure the quantity of vouchers/passes issued to any one individual can be reasonably used by the individual within a 30-day period.

I. No specific service boundaries shall be designated until such time that the service provider finds the requests for such trips result in unreasonable trip lengths and ride times and inefficient and ineffective service. The service provider shall provide a written request for approval from the Agency on Aging for any proposed changes in service area.

J. The Agency on Aging shall be notified in writing by the service provider on any and all occasions when an older adult is denied service, including for the reason indicated in paragraph I above.

K. Suggested donation for each one-way trip shall be posted in the vehicle, and must clearly state that service for individuals age 60 or over cannot be denied for lack of a donation. If Transportation is provided via travel vouchers and/or transit passes, a sign shall be posted at the point of distribution that clearly states that the vouchers/passes for individuals age 60 or over cannot be denied for lack of a donation.

L. Service provider shall provide a locked fare box in each vehicle having an opening into which the older adult participant can deposit coin or paper money contributions with relative ease.

M. All donations shall be handled in a manner that ensures confidentiality of the donor and provides fiscal security and accountability. All donations shall be retained by the service provider to help offset operational costs.

N. Service provider shall periodically publicize/market the need for, and uses of, the donations collected for Transportation services.

O. Service provider shall notify the Agency on Aging when any vehicles used for provision of transportation under this contract are involved in any major accident or when personal injury is involved.

P. Service provider shall immediately notify the Agency on Aging when any crisis occurs with an older adult passenger.

Q. The service provider must submit the reports specific to this program as listed in Appendix E of this Agreement and by the due dates listed in Appendix E of this Agreement.

R. Service providers shall accurately track the number of older adult passengers to document units of service provided.

S. The service provider shall have a plan to ensure accuracy of data from all levels. This plan shall include a method for the service provider to verify the accuracy of their data prior to submission to the Fresno-Madera Area Agency on Aging.

T. The service provider must report the unduplicated client count on a quarterly basis via the September, December, March, and June Monthly Service Unit Reports, and must maintain documentation of the number of unduplicated clients. An unduplicated count can be determined by the use of a single descriptive profile or master client registry maintained by the service provider.

(Revised June 2015)

FRESNO - MADERA AGENCY ON AGING
PERSONNEL BUDGET DETAIL: FY 2018-19

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III B - Transportation
CONTRACT NO: 19-0144
REVISION NO:

A. POSITION TITLE		B. FTE % (40 Hrs = 100%)	C. FULL ANNUAL SALARY	D. % OF TIME ON PROGRAM	E. FMAAA GRANT	F. PROGRAM DONATIONS	G. DONATIONS C-2	H. MATCHING FUNDS	I. NON-MATCHING FUNDS	J. TOTAL PERSONNEL COSTS
Community Service 1. Coordinator	Salary	100.0%	51,929	2.00%				1,040		1,040
2. Program Leader Bergon	Salary	75.0%	18,720	2.00%		22		353		375
3. Program Leader Pan Am	Salary	75.0%	18,720	2.00%		22		353		375
4.	Salary									
5.	Salary									
6.	Salary									
7.	Salary									
8.	Salary									
9.	Salary									
10.	Salary									
Total Salaries			*Page 2 Line 1 a ----->*			44		1,746		1,790
Total Payroll Taxes			*Page 2 Line 1 b ----->*			2		52		54
Total Benefits			*Page 2 Line 1 c ----->*			5		743		748
TOTAL PERSONNEL COSTS			*Page 2 Line 1 ----->*			51		2,541		2,592

NOTE: If there is more than one employee per position, list each separately. Use additional pages as necessary.

IN-KIND PERSONNEL COSTS DESCRIPTION OF WORK PERFORMED	NUMBER OF VOLUNTEERS	AVE. ANNUAL HOURS PER VOLUNTEER	TOTAL ANNUAL HRS	RATE PER HOUR	TOTAL IN-KIND

(Revised June 2015)

FRESNO - MADERA AREA AGENCY ON AGING
PROGRAM BUDGET BY INCOME SOURCE: FY 2018-2019

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III B - Transportation

CONTRACT NO: 19-0144
REVISION NO:

CATEGORY	A. FMAAA GRANT	B. PROGRAM DONATIONS	C. DONATIONS C-2	D. MATCHING FUNDS	E. NON-MATCHING FUNDS	F. TOTAL CASH	G. IN-KIND MATCH
1. SALARIES & BENEFITS							
a. Salaries		44		1,746		1,790	
b. Payroll Taxes		2		52		54	
c. Employee Benefits & Work. Comp.		5		743		748	
1. PERSONNEL COSTS		51		2,541		2,592	
2. TRAVEL AND TRAINING							
a. Staff Travel							
b. Volunteer Travel							
c. Training							
2. TRAVEL AND TRAINING							
3. EQUIPMENT PURCHASE (*)							
4. CONSULTANTS							
5. MEALS							
6. PROGRAM/SITE SUPPLIES (**)							
7 OTHER COSTS:							
a. Liability Insurance							
b. Telephone							
c. Office Supplies							
d. Postage							
e. Building Rent							
f. Building Maintenance							
g. Equipment Maintenance							
h. Vehicle Maintenance							
i. Utilities							
j. Printing							
k. Memberships/Licenses							
l. Subscriptions/Publications							
m. Advertising							
n. Bus Tickets	16,866					16,866	
o.							
7. OTHER COSTS:	16,866					16,866	
TOTAL DIRECT COSTS	16,866	51		2,541		19,458	
8. INDIRECT COSTS (Attach narrative)							
TOTAL COSTS	16,866	51		2,541		19,458	

* List all proposed equipment purchases on page 4. (Equipment is an asset with a per item purchase price in excess of **$500 including taxes, shipping and installation**)
** List all proposed purchases on page 4 of **single or individual** items with a cost in excess of **$100 including taxes, shipping and installation**.

(Revised June 2015)

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF FUNDING SOURCES: FY 2018-19

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III B - Transportation

CONTRACT NO: 19-0144
REVISION NO:

	PROGRAM	
	B. CASH	C. IN-KIND
1. FMAAA Grant	16,866	
2. Program Donations:		
Current Year Program Donations	51	
Deferred Donations		
3. Home-Delivered Nutrition (C-2) Donations:		
Current Year Home-Delivered Nutrition (C-2) Donations		
Deferred Home-Delivered Nutrition (C-2) Donations		
4. Matching Funds - Cash & In-Kind (List Source):		
a. City of Madera General Fund	2,541	
b.		
c.		
d.		
5. Non-Matching Funds [Federal Funds/Other Program Match] - Cash & In-Kind (List Source):		
a.		
b.		
c.		
6. TOTAL FUNDING *(These totals must agree with the totals shown at the bottom of Page 2 column F and G)*	19,458	
Total from Page 2, Columns F and G	19,458	
Variance (must be zero)	*0*	*0*

(Revised June 2015)

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF PROGRAM/SITE SUPPIES AND EQUIPMENT PURCHASES: FY 2018-19

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III B - Transportation

CONTRACT NO: 19-0144
REVISION NO:

	ITEM QUANTITY (Must List number)	Item Type / Descripton	Estimated Month of Purchase	Estimated per unit purchase cost (***)	How is the item to be used for the program the grant is funding?	Estimated amount paid by FMAAA / GRANT funding	Estimated amount paid by DONATION funding	Estimated amount paid by MATCH funding
1	PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING $100 PER INDIVIDUAL OR SINGLE ITEM:							
a								
b								
c								
d								
e								
f								
g								
h								
i								
j								
k								
l								
m								
n								
o								
p								
q								
	TOTAL PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING $100 PER INDIVIDUAL OR SINGLE ITEM:							
2	PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING $500 PER INDIVIDUAL OR SINGLE ITEM:							
a								
b								
c								
d								
e								
	TOTAL PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING $500 PER INDIVIDUAL OR SINGLE ITEM:							

*** Costs to include estimated purchase of the individual / single item to be purchased, any taxes, any shipping and installation costs.

EXHIBIT C

ANNUAL SUMMARY OF ACTIVITIES

PROGRAM & SERVICE: Title III B Supportive Services: Transportation

SERVICE PROVIDER: City of Madera

CONTRACT NUMBER: 19-0144

CONTRACT EFFECTIVE: July 1, 2018 to June 30, 2019

GOAL: The goal of Transportation is to secure or provide transportation to assist older persons in obtaining essential services.

SERVICE	DEFINITION
Transportation	Transportation is defined as transportation from one location to another, and does not include any other activity. Transportation may include travel vouchers and transit passes.

SERVICE	NAPIS ID	UNDUPLICATED INDIVIDUALS TO BE SERVED	UNITS OF SERVICE TO BE PROVIDED	UNIT OF MEASURE
Transportation	10	300	33,732	1 One-Way Trip

EXHIBIT D

PROGRAM COST EFFICIENCY

Complete a Program Cost Efficiency form for each contracted program. If more than one service location, include the total number of contracted program service units for all service locations.

Contract Effective: July 1, 2018 through June 30, 2019

Service Provider: City of Madera

Contract Number: 19-0144

Service: Transportation

FMAAA Grant Funds	$16,866
Total Program Service Units	33,732
*Cost per Unit of Service	$0.50

**FMAAA* Grant Funds divided by Total Program Service Units*

Grant funds received from the FMAAA and all other sources	$19,458
Total Program Service Units	33,732
**Cost per Unit of Service	$0.58

***Grant funds from all funding sources divided by Total Program Service Units*

EXHIBIT E
PROGRAM NARRATIVE

1. AGENCY'S HISTORY OF SERVICE TO OLDER ADULTS

City of Madera	1907
Organization Name	**Year Established**

Type of Organization (Check One)			
X	City Government		Non-Profit 501(c)(3)
	County Government		For-Profit
	Joint Powers Authority (JPA)		Other: _____

List programs/services your organization provides for older adults, and the number of years your organization has provided the program/service.

Program/Service	# of Years
Congregate Nutrition	34
Transportation	19
Health & Wellness Presentations / Fitness Classes	15
Recreational Activities	34

2. SERVICE AREA

Where will the contracted program be provided?

Street Address	City	Zip Code
Frank Bergon Senior Center 238 South D Street	Madera	93638
Pan American Community Service 703 East Sherwood Way	Madera	93638

3. LANGUAGE TRANSLATION NEEDS & PROVISIONS

	Enter an "X" in the boxes below to indicate who speaks the language listed to the left.		
	Program Participants	Program Staff	Program Volunteers
English	x	x	x
Spanish	x	x	x
Hmong			
Arabic			
Armenian			
Cantonese			
Farsi (Persian)			
Filipino (Pilipino/Tagalog)			
Hindi			
Japanese			
Khmer (Cambodian)			
Khmu			
Korean			
Lao			
Mandarin (Putonghua)			
Mien (Yao)			
Mixteco			
Portuguese			
Punjabi			
Russian			
Thai			
Ukrainian			
Urdu			
Vietnamese			
Other:_____			

What resources does your organization use, or have available to use, when interpretation is needed for a program participant?
The City of Madera has a translation technology system from an institute of Local Government (ILG) grant. The system is available to residents at council meetings and other large community events. Fifty such devices are available for special presentations to the senior population; they can also be used for those who are hearing impaired.

How does your organization provide the contracted service to individuals who speak a language that is not spoken by program staff or volunteers?
There are several City staff and volunteers who are fluent in Spanish which is the common spoken other language. If other languages are needed, staff is available to assist.

4. CONFIDENTIALITY PROCEDURES

How does your organization protect the confidentiality of the program participant during verbal discussions? *(For example, asking the program participant for their date of birth, phone number, and any other information that identifies the individual and is needed to complete the client intake form)*
Confidentiality with participants is done in a private closed office.

How does your organization protect confidential information obtained from program participants, such as client intake forms, from disclosure?
Staff completes the intake form in a closed office and all records are kept in a locked cabinet and secured in the designated area. In-service regarding the need for confidentiality is continually given at staff meetings and no information is provided without the Director's approval.

EXHIBIT E
PROGRAM NARRATIVE

Contracted Program:	Transportation

5. PROGRAM DESCRIPTION

Provide a brief description of how your organization provides the contracted program.
➢ Subscription service: Whereby a senior citizen arranges for pickup and drop off at regularly scheduled times. ➢ Non-Subscription service: Whereby a senior citizen must call to arrange pickup 2 hours in advance Both types of services provide curbside pickup and are offered within Madera City Limits.

What was the primary accomplishment achieved by the contracted program in the past year?
Serving 291+ unduplicated seniors with transportation tickets. The transportation tickets have helped the senior be independent and without them they would not have access to nutrition sites, doctors, shopping, etc. Depending on family or friends for rides is difficult and stressful.

Please describe another accomplishment achieved by the contracted program in the past year.
We serve many senior homeless and some are living at the shelter. Having access to the transportation tickets allows them the ability to come and have a meal at the senior site, stay out of the weather, use computers as well as socialize. Without the transportation tickets, the homeless would be wandering on the streets with no resources.

6. CASE STUDY

Briefly describe how the contracted program successfully met the needs of a program participant in the past year. Do not use real names.
One senior shares: One of our participants was isolated at home due to disabilities and a wheelchair. Depending on family to take her was difficult and they were not always available. Having access to the senior transportation tickets for Dial-A-Ride has made a big difference in her life. She is able now to arrange for pickup at her home and go to Doctor appointments, shopping and the senior center independently.

7. STAFFING

Please provide the names and titles of all staff listed in the Personnel section of the contract budget (Exhibit B).

Name	Title
Corinne Long	Community Services Coordinator
Lauren Magdaleno	Program Leader – Frank Bergon
Marcella Zamilpa	Program Leader – Pan American

***Please provide the name and contact information for the person who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.**

Corinne Long	Community Services Coordinator
Name	*Title*
559-661-5489	cfolk@cityofmadera.com
Telephone Number	*E-mail Address*

→ ***Attach the following documents to the "Documents Required to Execute Contract" checklist:**

- The **job description** for this position;
- The **resume** for the person occupying this position.

8. SERVICE PROVIDER TIME FRAME

What days and hours will the contracted program be available? *(Please note that these are not necessarily the same hours your organization/facility is open.)*

Location	Days Open	Start Time	Close Time
Frank Bergon Senior Center	Tuesday	8:00 am	11:00 am
Pan American Community Center	Tuesday	8:00 am	11:00 am

Month	Enter Dates of Holidays & Other Planned Closures	Total Days Service to be Provided
July 2018	7/4/18	20
August 2018		23
September 2018	9/3/18	19
October 2018	10/8/18	22
November 2018	11/12/18, 11/22/18, 11/23/18	19
December 2018	12/25/18	19
January 2019	1/1/19, 1/21/19	21
February 2019	2/18/19	19
March 2019		21
April 2019		23
May 2019	5/27/19	22
June 2019		20
Total Days of Contracted Service to be Provided under this Agreement:		**248**

EXHIBIT E
PROGRAM NARRATIVE

9. PROGRAM EVALUATION/IMPROVEMENT

In reviewing the past year's performance, identify areas that your organization could focus on for improvement of the contracted program.
The programs this last year served 291+ unduplicated seniors and even then we still did not meet the transportation needs of our community seniors. The increase in grant funds for the program this budget year, will help meet that unmet need. We will continue to target baby boomers and low income seniors through our continued marketing strategies and thus assist more seniors.

How would participants of the contracted program benefit from these improvements?
The increase in grant funds for the program this budget year is going to allow us to serve more seniors and meet an unmet need in our community. Many seniors rely on bus transportation to keep them mobile and to get them to appointments and shopping. The increase in purchasing of transportation tickets will allow more seniors to utilize this service.

Describe the specific steps your organization will take to make these improvements during the current fiscal year.
Through marketing: ➢ Disperse information at food giveaways, Farmers markets, festivals ➢ Partner with local agencies that serve seniors ➢ Continue to have information on facebook and City of Madera website ➢ Signage at our Senior Centers

Describe how you will know if your improvement efforts are successful, and how you will measure your achievements.
➢ The increase in unduplicated ridership ➢ Response/requests from our targeted local agencies ➢ Response at food giveaways, farmers markets ➢ Asking the senior how they heard about the transportation program

10. OUTREACH ACTIVITIES/TARGETING PLAN *(22 CCR § 7310, WIC § 9103)*

How does your organization reach **older adults in greatest economic need** *(income level at or below the Federal Poverty Level)* to inform them of the contracted program and welcome them to participate?
Providing information at food giveaways and farmers markets. By attending other partner events in the community and having transportation tickets available to seniors. Continued partnerships with agencies such as Madera Home Health, Camarena Health Center, and Madera Food Bank.
How does your organization reach **older adults who are socially isolated** *(need caused by non-economic factors)* to inform them of the contracted program and welcome them to participate?
Though our City of Madera website information is available to the isolated seniors in the community. Our connection with Madera Home Health, Public Health Department, Behavioral Health and others benefit the isolated senior through information sharing. The Home Delivered Meal Programs provides opportunity for the City of Madera Activity guide to be given to the isolated senior and information is contained in the guide.
How does your organization reach **older adults who are of lesbian, gay, bisexual, or transgender orientation** to inform them of the contracted program and welcome them to participate?
The City of Madera activity guide is available on our City website that contains information. Our presence at local partner events with information. We post information on our facebook page, which all seniors can have access to.
How does your organization reach **older adults who are ethnic minorities,** and particularly those with greatest economic and/or social need, to inform them of the contracted program and welcome them to participate?
Our partnership with local agencies that serve these particular senior needs, gives us the opportunity to reach many seniors who might not come to the senior centers or utilize social media. Though education to our partners we become a resource for the senior. We attend many community events where the information is shared.

EXHIBIT E
PROGRAM NARRATIVE

How does your organization reach **older adults who are Native Americans** to inform them of the contracted program and welcome them to participate?
Through the postings on facebook and the City of Madera website where the activity guide is available. Our partnerships with local agencies that serve the Native American senior have available information to share with the senior or refer them to us.
How does your organization reach **older adults with limited English proficiency** to inform them of the contracted program and welcome them to participate?
Seniors who attend the senior center can ask the Program Leader for assistance. Our Program Leaders speak Spanish. The activity guide on our City of Madera website is available in English and Spanish. Partnerships with Camarena Health, Public Health Department provide us with opportunities to be a resource for their participants with regards to transportation.
How does your organization reach **older adults who live in rural areas** to inform them of the contracted program and welcome them to participate?
The transportation information is listed in the City of Madera activity guide which is given out at rural commodities/food distribution sites. Our partnership with Madera Food Bank, Public Health Department, and Camarena Health provides us with opportunities to be a resource for their participants who attend their community events.
How does your organization reach **older adults with severe disabilities** *(severe, chronic physical and/or mental impairment that is likely to continue indefinitely & results in substantial functional limitation in 3 or more major life activities)* to inform them of the contracted program and welcome them to participate?
We have partnerships with local agencies that serve this senior population in our community. Through their programs we are able to share the information regarding transportation. Caregivers have the opportunity to look at our City of Madera website for more information.
How does your organization reach older adults with **Alzheimer's disease or related disorders** with neurological & organic brain dysfunction, and the caregivers of the individuals, to inform them of the contracted program and welcome these older adults to participate?
Though our community events and partnerships, we are able to provide information concerning transportation needs. Information is available on our City of Madera website through the activity guide.

EXHIBIT F

SERVICE PROVIDER EMERGENCY RESOURCE INFORMATION

Please complete for each location from which contracted services are offered.

Organization	City of Madera
Site Name	Frank Bergon Senior Center
Street Address	238 South D Street
City/ST/Zip	Madera, CA 93638

Primary Contact	Corinne Long		
Job Title	Community Services Coordinator	E-mail	cfolk@cityofmadera.com
Office Phone	559-661-5489	Cell Phone	559-232-3380

Secondary Contact	Mark Etheridge		
Job Title	Business Manager	E-mail	Metheridge@cityofmadera.com
Office Phone	559-661-5492	Cell Phone	

Please check all emergency services that could be provided from this site:			
	Emergency Power/Generator		CB Radio
x	Emergency First Aid		Ham Radio
x	Cooking Facilities	x	Internet Access
x	Distribution Site for Food & Water	x	Spanish Translation
	Counseling Services		Sign Language Translation
	Home/Neighborhood Cleanup		Other Translation:

	Yes	No
Can this site provide temporary shelter space for 48 hours or more in the event of an emergency?	x	
Is this site able to help with assessing the needs of older individuals in the neighborhood or community following a disaster?	x	
Following a major disaster, can this site help transport older individuals to disaster services?		x
Does this site have a dedicated vehicle that is lift-equipped?		x
Given the resources, can this site expand meal services following a disaster to meet needs in the community?	x	

How many people can this facility provide emergency shelter for?	100
How many days can this facility function using its back-up power source?	0
How many gallons of water are stored on-site as an emergency supply?	0

Please list any additional services your site can provide in the event of a disaster:

EXHIBIT F

SERVICE PROVIDER EMERGENCY RESOURCE INFORMATION

Please complete for each location from which contracted services are offered.

Organization	City of Madera
Site Name	Pan American Community Center
Street Address	703 East Sherwood Way
City/ST/Zip	Madera, CA 93638

Primary Contact	Corinne Long		
Job Title	Community Services Coordinator	E-mail	cfolk@cityofmadera.com
Office Phone	559-661-5489	Cell Phone	559-232-3380

Secondary Contact	Mark Etheridge		
Job Title	Business Manager	E-mail	Metheridge@cityofmadera.com
Office Phone	559-661-5492	Cell Phone	

Please check all emergency services that could be provided from this site:			
	Emergency Power/Generator		CB Radio
x	Emergency First Aid		Ham Radio
x	Cooking Facilities	x	Internet Access
x	Distribution Site for Food & Water	x	Spanish Translation
	Counseling Services		Sign Language Translation
	Home/Neighborhood Cleanup		Other Translation:

	Yes	No
Can this site provide temporary shelter space for 48 hours or more in the event of an emergency?	x	
Is this site able to help with assessing the needs of older individuals in the neighborhood or community following a disaster?	x	
Following a major disaster, can this site help transport older individuals to disaster services?		x
Does this site have a dedicated vehicle that is lift-equipped?		x
Given the resources, can this site expand meal services following a disaster to meet needs in the community?	x	

How many people can this facility provide emergency shelter for?	390
How many days can this facility function using its back-up power source?	0
How many gallons of water are stored on-site as an emergency supply?	0

Please list any additional services your site can provide in the event of a disaster:

CITY OF MADERA

RECREATION/COMMUNITY PROGRAMS COORDINATOR

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under direction, plans, coordinates, supervises, schedules and evaluates recreation, aquatic, leisure and/or senior citizen services programs; works with community groups and individuals in providing programs; provides public information and markets programs; ensures safe work practices and quality of programs; maintains appropriate work records; serves as a technical resource for assigned personnel; performs related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Recreation/Community Programs Coordinator** is the professional level class responsible for the coordination and implementation of one or more specialized recreation, aquatic, leisure and/or senior citizen services activities. This classification is distinguished from the next higher classifications of Recreation Programs Manager and Community Programs Manager in that the latter are responsible for planning, developing and implementing division programs that are broader and more comprehensive in scope.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from either the Recreation Programs Manager or Community Programs Manager. Exercises direct supervision over a variety of part-time, contractual and office support staff and volunteers.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Plans, implements, supervises and evaluates specific recreation, aquatic, leisure time and senior citizen services activities; coordinates and schedules recreation, aquatic and other activities for children, youth, adult, senior and other special populations; develops and schedules special events and activities; markets recreational, aquatic, leisure and senior services programs to the community; prepares and coordinates the development of event publicity, including press releases, flyers, pamphlets, brochures, graphics and visual displays.

- Recruits, hires and supervises part-time and contractual employees and volunteers; assumes responsibility for motivating and evaluating assigned personnel; identifies training opportunities and needs and provides training programs for staff; develops schedules and work methods for performing assigned duties; administers and coordinates payroll for assigned staff; ensures adherence to safe work practices, methods, procedures and practices; initiates disciplinary procedures as appropriate.

- Assists in development of the annual budget for assigned programs; monitors and administers program expenditures; coordinates maintenance programs for facilities, pools, vehicles and equipment; recommends the purchase of necessary equipment and supplies.

- Participates in the development of policies and procedures; recommends programs, activities and work methods to higher level personnel; maintains records and develops reports on new or existing programs; evaluates programs for effectiveness and efficiency; serves as acting Recreation Supervisor as required.

- Attends and participates in organizational and community meetings; meets with school, business and community groups to create partnerships; works with community groups and individuals in the evaluation of recreational programs and activities; stays current on issues relative to the field of community recreation, leisure and senior citizen services; responds to and resolves community questions and concerns.

- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in keeping records and preparing reports using a computer key board. Additionally, the position requires near and far vision in reading written reports and work related documents and acute hearing is required when providing phone and face-to-face service. The nature of the work may require the incumbent to work outdoors, lift equipment and materials weighing up to 25 pounds and come in contact with chemical agents used in pool maintenance.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Recreation/Community Programs Coordinator**. A typical way of obtaining the required qualifications is to possess the equivalent of three years of progressively responsible supervisory experience in recreational, aquatic, leisure and/or senior citizen services activities or programs, and a Bachelor's degree from an accredited college or university with major work in social service, recreation, public administration or a related field.

License/Certificate:

Possession of, or ability to obtain, a valid class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

Knowledge of:

Principles, practices, methods, equipment and materials used in the delivery of recreation, aquatic, leisure time and senior citizen services activities; program content for specialized community activities; principles and practices of program development and administration; pool health and safety requirements; methods and techniques of supervision, training and motivation, applicable federal, state and local laws codes and regulations; grant writing and administration; occupational hazards and standard safety practices and equipment; principles and practices of contract administration, purchasing and record keeping.

Ability to:

Plan, organize, direct and evaluate the work of subordinate staff for assigned program areas; manage and oversee the delivery of recreation, aquatic, leisure time and senior citizen services activities; analyze complex operational and administrative problems, evaluate alternatives and recommend or adopt effective solutions; communicate clearly and concisely, both orally and in writing; design, develop and implement recreation, aquatic, leisure, nutritional, health and social programs suited to the needs of the community population assigned to serve; develop, present and administer a program budget; coordinate, develop and conduct training programs for staff; establish and maintain effective working relationships.

Skill to:

Operate an office computer and a variety of word processing and software applications.

CORINNE **LONG-FOLK**

3343 Kimmel Avenue,
Madera, CA 93637
(559)232-3380

Dedicated Senior Services Coordinator with over 18 years of experience delivering superior results in senior services and programming. Proactive and reliable, with a meticulous detail-oriented and organized nature.

EXPERIENCE

11/1999-PRESENT

SENIOR SERVICES COORDINATOR, CITY OF MADERA PARKS & COMMUNITY SERVICES DEPARMENT

Responsible for planning, coordinating, supervising, scheduling and evaluating senior citizen services and programs; Work with community groups and individuals in implementing programs; Overseeing multiple employees; Ensure safe work practices and quality of programming.

10/1998-11/1999

TRAUMA INTERVENTION PROGRAM CRISIS TEAM MANAGER, FRESNO TRAUMA CENTER

I was responsible for recruitment, supervising, training, fundraising, and promoting of the local Fresno Chapter. We currently have 35 volunteers and 6 team leaders who are on call 24 hours, 365 days a year. I provide the CEO with monthly activity reports which include call volume, interaction with emergency responders and clients. I do debriefing with the volunteers after every within 24 hours. I conduct a monthly team building meeting. I also go out on calls as well as provide team leaders with a break when needed. I provide staff with literature, recognitions and support. I gave the extra support to clients when needed, sometimes days after a traumatic event in their lives. I am responsible for all monitoring of client and emergency responders feedback cards and the following of all policies and procedures.

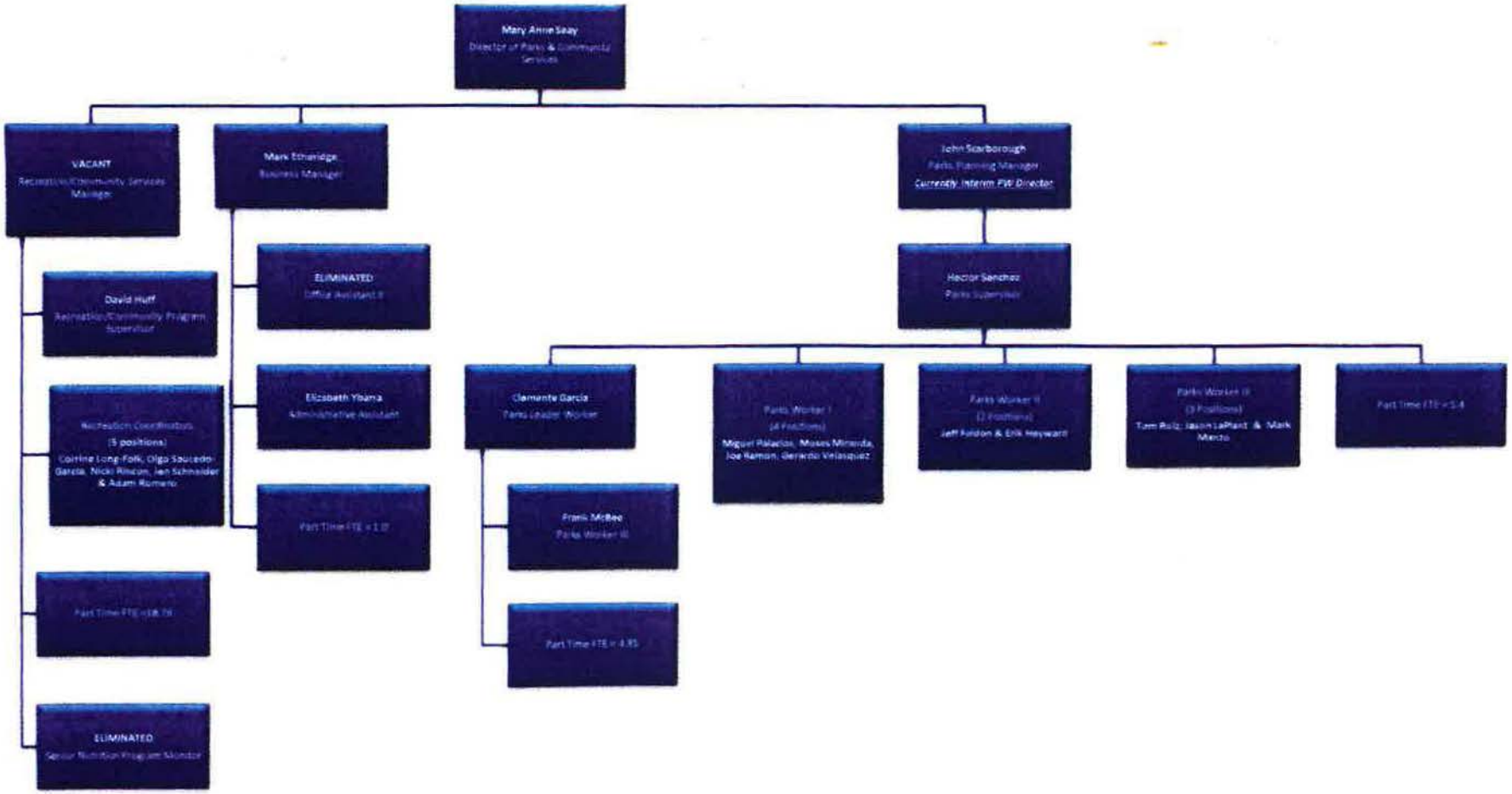
SKILLS

- I have a passion for working with seniors and helping them with amenities they might not know about.
- Focused
- Hard working
- Forward thinking
- Works well with others

ACTIVITIES

I enjoy a challenge and quickly adapt to new projects. I am proud of my ability to get the job done and I enjoy customer relations. I am very energetic and work well with others.

PARKS AND COMMUNITY SERVICES



Internal Revenue Service

Date: October 3, 2007

CITY OF MADERA
FINANCE DEPARTMENT
205 W 4TH ST
MADERA CA 93637-3527 050

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Mrs. Bonnie Lawson #17-57098
Customer Service Representative
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
94-6000365

Dear Sir or Madam:

This is in response to your request of October 3, 2007, regarding your organization's federal tax status.

Our records indicate that your organization may be a governmental instrumentality or a political subdivision of a state.

No provision of the Internal Revenue Code imposes a tax on the income of governmental units (such as states and their political subdivisions). Therefore, it has been the position of the Service that income of governmental units is not generally subject to federal income taxation. If, however, an entity is not itself a governmental unit (or an "integral part" thereof), its income will be subject to tax unless an exclusion or exemption applies.

One exclusion is provided by section 115(1) of the Code, which excludes from gross income:

> "...income derived from ... the exercise of any essential governmental function and accruing to a State or any political subdivision thereof ..."

Your organization's income may not be subject to tax, either because the organization is a governmental unit (or an "integral part" thereof), or because the income is excluded under section 115. In addition, your organization may also be eligible to receive charitable contributions, which are deductible for federal income, estate, and gift tax purposes. Also, your organization is probably exempt from many federal excise taxes.

Your organization may obtain a letter ruling on its status under section 115 by following the procedures specified in Rev. Proc. 2002-1 or its successor.

Your organization may also qualify for exemption from federal income tax as an organization described in section 501(c)(3) of the Code. If the organization is an entity separate from the state, county, or municipal government, and if it does not have powers or purposes inconsistent with exemption (such as the power to tax or to exercise enforcement of regulatory powers), your organization would qualify under section 501(c)(3). To apply for exemption, complete Form 1023 and pay the required user fee.

Sometimes governmental units are asked to provide proof of their status as part of a grant application. If your organization is applying for a grant from a private foundation, the foundation may be requesting certain information from your organization because of the restrictions imposed by the Code on such foundations. One such restriction imposes a tax on private foundations that make any "taxable expenditures." Under section 4945(d) and (h) of the Code, "taxable expenditures" include (1) any grant to an organization (unless excepted), unless the foundation exercises "expenditure responsibility" with respect to the grant; and (2) any expenditure for non-charitable purposes. Under section 4942 of the Code, private foundations must also distribute certain amounts for charitable purposes each year--"qualifying distributions"--or incur a tax on the undistributed amount. "Qualifying distributions" include certain amounts paid to accomplish charitable purposes.

Private foundation grants to governmental units for public or charitable purposes are not taxable expenditures under these provisions, regardless of whether the foundation exercises "expenditure responsibility." Under section 53.4945-5(a)(4)(ii) of the Foundation and Similar Excise Tax Regulations, expenditure responsibility is not required for grants for charitable purposes to governmental units (as defined in section 170(c)(1) of the code). Similarly, grants to governmental units for public purposes are "qualifying distributions", under section 53.4942(a)-3(a) of the regulations; and, if they are for charitable purposes, will not be taxable expenditures, under section 53.4945-6(a) of the regulations. Most grants to governmental units will qualify as being for charitable (as well as public) purposes.

Because of these restrictions, some private foundations require grant applicants to submit a letter from the Service determining them to be exempt under section 501(c)(3) and classified as a non-private foundation. Such a letter, or an underlying requirement that a grantee be a public charity, is not legally required to be relieved from the restrictions described above, when the prospective grantee is a governmental unit and the grant is for qualifying (public or charitable) purposes.

We believe this general information will be of assistance to your organization. This letter, however, is not a ruling and may not be relied on as such. If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations 1

CITY OF MADERA

DIRECTOR OF PARKS AND COMMUNITY SERVICES

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under administrative direction, plans, manages, oversees and directs the operations and services of the Parks and Community Services Department which includes parks maintenance, facilities, recreation, golf course, senior services and transportation programs; coordinates activities with other City officials, departments, outside agencies and organizations; provides responsible and complex staff support to the City Council and City Administrator; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Director of Parks and Community Services** is a department head level class responsible for the overall administration and operation of the Parks and Community Services Department including parks maintenance, facilities, recreation and leisure programs, golf course maintenance and operations, senior services and transportation. This classification is distinguished from the next lower classifications of Parks Manager, Community Programs Manager, Recreation Programs Manager and Golf Course Superintendent by having overall responsibility for all parks, recreation, golf and senior services program activities for the City.

SUPERVISION RECEIVED/EXERCISED:

Receives administrative direction from the City Administrator. Exercises direct and indirect supervision over professional, technical and office support personnel.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Accepts full responsibility for all Parks and Community Services Department activities and services including activities associated with parks and facilities maintenance, recreation and leisure program activities, golf course operations and maintenance, transportation and a variety of services provided to seniors throughout the county.

- Develops, implements and maintains Parks and Community Services Department goals, objectives, policies and priorities for appropriate service areas; ensures that established goals and priorities are achieved.

- Plans, directs and coordinates the Parks and Community Services Department's work plan through appropriate department staff; assigns work activities and responsibilities to appropriate department personnel; reviews and evaluate work methods and procedures; identifies and resolves problems and/or issues.

- Reviews and evaluates service delivery methods and systems including administrative and support systems and internal relationships; identifies opportunities for improvement and implements changes to standard operating procedures to enhance services.

- Oversees the selection, training and evaluation programs for all department personnel and program contractors; provides or coordinates staff training; identifies and resolves staff deficiencies; executes discipline and/or termination procedures.

- Inspects and evaluates the adequacy of existing parks, median maintenance, and grounds maintenance activities, community recreation and leisure services program components, golf course operations and maintenance, senior programs including social, leisure and nutritional services and prepares recommendations for budgets and grants; may oversee construction projects for facilities modifications or construction.

- Manages and coordinates the development of the Parks and Community Services Department's budget; monitors and approves expenditures; advises appropriate program personnel on budget matters; makes adjustments to the budget as is necessary; directs the collection of recreation related fees, charges and lease agreements for City facilities and parks.

- Provides staff assistance to the Parks and Recreation Advisory Community, Transit Advisory Committee, Council on Aging, Assessment Districts and other advisory commissions and boards as assigned.

- Meets with public groups, clubs, organizations and agencies to explain and promote recreational and senior activities and programs.

- Presents, justifies and defends programs, operations and activities; negotiates and resolves controversial program issues.

- Represents the Parks and Community Services Department to other departments and organizations; coordinates department activities with City programs and organizations.

- Serves as a resource for program personnel, assessment districts, City staff and other organizations; coordinates pertinent information, resources and work teams necessary to support a positive and productive environment.

- Attends and participates in professional, and community meetings as necessary; stays current on issues relative to the field of recreational services, seniors' programs and parks management; responds to and resolves sensitive and complex community and organizational inquiries and complaints.

- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer keyboard.

Additionally, the position requires near and far vision in reading written reports and work related documents. Acute hearing is required when providing phone and face-to-face service.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Director of Parks and Community Services**. A typical way of obtaining the required qualifications is to possess the equivalent of five years of program administration experience in municipal recreation, leisure, senior services and parks activities, including at least three in a responsible management or supervisory capacity, and a Bachelor's degree in public administration, recreation administration or a closely related field.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

Knowledge of:

Modern principles, practices and techniques of parks, recreation, golf course, senior services and transportation administration, organization and operation; common recreational and social needs of various age groups; principles and practices of parks and facilities operations and maintenance; principles of assessing senior citizens' needs and designing programs to meet those needs; principles and procedures for implementing and directing a wide variety of recreation activities and the development of programs throughout the community; principles and methods of program planning and evaluation; participation; methods and techniques of supervision, training and motivation; applicable federal, state and local laws, codes and regulations; principles and practices of budget administration; occupational hazards and standard safety practices.

Ability to:

Plan, direct, manage and coordinate the work of the Parks and Community Services Department; develop and administer sound departmental goals, objectives, policies and methods for evaluating achievement and performance levels; develop and administer a recreation and senior development program suited to the needs of the community; operate and maintain a variety of parks and sports facilities; plan, organize, coordinate and direct the development and implementation of recreation programs; properly interpret and make decisions in accordance with laws, regulations and policies; make adjustments to standard operating procedures as necessary to improve organizational effectiveness; supervise, train and motivate department personnel; facilitate group participation and consensus building; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

MARY ANNE SEAY

6443 North Pleasant Ave
Fresno, CA 93711
559-978-3269
maseay@sbcglobal.net

OBJECTIVE

Municipal Department Head with more than 25 years of increasingly responsible city leadership experience. Seeking a position to demonstrate a proven track-record of skilled communication, problem solving, system creation, building successful work teams and improving the quality of life for residents.

EDUCATION

Bachelor of Arts – Speech Communication | California State University, Fresno
SEPTEMBER 1984 – DECEMBER 1988
Graduated from CSUF with honors in Speech Communication. Taught *Group Communication* and *Introduction to Public Speaking* to university undergraduates while taking Master's level courses.

EXPERIENCE

Director of Parks & Community Services | City of Madera
AUGUST 2007 – PRESENT
Oversee Madera's Parks & Community Services Department including: maintenance of park/trail/median island/landscaped maintenance zones, and the municipal golf course; parks related capital projects; volunteer programs; and recreation/community service programs for residents of all ages.

Community Services Manager | City of Fresno
JUNE 1989 – AUGUST 2007
Began as a seasonal Pool Manager in 1989 and promoted to Supervisor, Supervisor II, and eventually a Division Manager in March of 2005.

Lecturer | California State University, Fresno
JANUARY 2005 – MAY 2006
Instructed university juniors and seniors on the principles of green and open space design, maintenance, and operations.

SKILLS

- Project Management
- Strong Communication (written and oral)
- Problem Solving
- Capacity Building
- Team Building
- Collaboration

ACTIVITIES

California Park and Recreation Society Member; National Recreation and Park Association Member; & Life Member of Phi Kappa Phi Honor Society, Golden Key Honor Society and CA Scholastic Federation.

City of Madera

Notice of Council Reorganization

The City Council of the City of Madera, at its Regular Meeting held on Wednesday, December 6, 2017, reorganized as follows:

MAYOR	**ANDREW J. MEDELLIN** (Mayor Term Ending December 2020)
MAYOR PRO TEM	**JOSE RODRIGUEZ, District 2** (Mayor Pro Tem Term Ending December 2018) (Council Member Term Ending December 2020)
COUNCIL MEMBER	**CECE FOLEY GALLEGOS, District 1** (Council Member Term Ending December 2018)
COUNCIL MEMBER	**WILLIAM OLIVER, District 3** (Council Member Term Ending December 2018)
COUNCIL MEMBER	**DEREK O. ROBINSON SR., District 4** (Council Member Term Ending December 2020)
COUNCIL MEMBER	**CHARLES F. RIGBY, District 5** (Council Member Term Ending December 2018)
COUNCIL MEMBER	**DONALD E. HOLLEY, District 6** (Council Member Term Ending December 2020)

Regular meetings of the Madera City Council are held on the first and third Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall located at 205 West Fourth Street, Madera, California 93637.

City of Madera City Clerk
(559) 661-5405
salvarez@cityofmadera.com
Revised: 12/07/17

Agency on Aging
Serving Fresno & Madera
Connecting the Community

Fiscal Year 2018-2019 Contract
between
City of Madera
and
Fresno-Madera Area Agency on Aging

Contract No. 19-0147
Site Management

DOCUMENTS REQUIRED TO EXECUTE CONTRACT

Please return two sets of **all** contract pages in the order provided by the Agency on Aging.

The following contract documents require signatures and entries on both sets of documents.

*Enter **original signatures in ink** on **both** sets of documents; type entries on each form.*

- ☐ **Page 2, Area Plan Grant Award Contract Signature Page** *(Page 2a for City of Fresno)*
  Must include signature of individual named on Exhibit E, page 5, as having primary, hands-on involvement & oversight of day-to-day operations; and signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix A, Resolution of Authorization to Contract**
  Must contain signature of chair of service provider's governing board.
- ☐ **Appendix B, Contractor Certification Clauses**
  Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix C, Information Integrity and Security Statement**
  Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix K, Request for Taxpayer Identification Number and Certification (W-9)**
  Part II, Certification, must contain signature of individual authorized by governing board to execute the contract (see Appendix A).

The following contract documents require typed entries on both sets of documents:

- ☐ **Appendix D, Method of Providing Audit Compliance**
- ☐ **Exhibit B, Budget**
- ☐ **Exhibit E, Program Narrative**
- ☐ **Exhibit F, Service Provider Emergency Resource Information**

Please attach two sets of the following to this page:

- ☐ 1. **List of all proposed subcontractors for this Agreement** *(if any)*, **and, following review of Agency on Aging contract, copy of proposed contract template to be used for subcontractors.**
- ☐ 2. **Certificate(s) of Insurance** *Please review Article XV of Agreement prior to arranging for certificates to ensure all contractual requirements for insurance certificates are met.*
- ☐ 3. **Copy of IRS Determination Letter of Tax Exempt Status**
- ☐ 4. **Organizational chart**, *including names and position titles for contracted program*
- ☐ 5. **Job Description and Resume** *of individual named on Exhibit E, page 5, who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program*
- ☐ 6. **List of Governing Board members**
- ☐ 7. **List of Advisory Council or Advisory Committee members** *(if applicable)*
- ☐ 8. **Current documents** *(i.e. flyers, brochures) used to promote the **contracted program***

Area Plan Grant Award

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Documents Required to Execute Contract i

CONTRACT 1

AREA PLAN GRANT AWARD TERMS AND CONDITIONS DECLARATION 3

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Area Plan Grant Award

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Fresno-Madera Area Agency on Aging Emergency Contact Information ..... Appendix I
Community Focal Points List ..... Appendix J
Request for Taxpayer Identification Number and Certification ..... Appendix K

EXHIBITS

Program Exhibit ..... Exhibit A
Budget ..... Exhibit B
Annual Summary of Activities ..... Exhibit C
Program Cost Efficiency ..... Exhibit D
Program Narrative ..... Exhibit E
Service Provider Emergency Resource Information ..... Exhibit F

CONTRACT BETWEEN

CITY OF MADERA

AS SERVICE PROVIDER

AND

FRESNO-MADERA AREA AGENCY ON AGING
(HEREINAFTER REFERRED TO AS AGENCY ON AGING)
3837 NORTH CLARK STREET
FRESNO, CA 93726

A. Name and principal address of service contractor (hereinafter referred to as service provider):

City of Madera
701 East 5th Street
Madera, CA 93638

B. The starting date of this Agreement shall not precede the date the Agreement is signed by both parties hereto. The term of this Agreement is from July 1, 2018 to June 30, 2019, subject, however, to earlier termination as provided herein.

C. No expenditure or obligation for the funding allocation for the July 1, 2018 through September 30, 2018 period may be incurred after September 30, 2018. No expenditure or obligation for the funding allocation for the October 1, 2018 through June 30, 2019 period may be incurred after June 30, 2019.

D. Maximum funds available for the following program, **contingent upon sufficient funds made available from the State of California to the Agency on Aging and/or by the U.S. Government or the Budget Acts of the appropriate fiscal years for the purposes of this program:**

Approved by Fresno-Madera Area Agency on Aging Governing Board on April 18, 2018			
Federal Grantor:	U.S. Department of Health and Human Services		
Pass Through Grantor:	Fresno-Madera Area Agency on Aging		
Older Americans Act Title:	Title III C1 Congregate Nutrition, Federal CFDA No. 93.045		
Contract No.:	19-0147	Service:	Site Management

Site	**July 2018-September 2018**	**October 2018-June 2019**	**FY 2018-2019 Grant Amount**
Frank Bergon Senior Center	$4,000	$12,000	$16,000
Pan American Community Center	$2,000	$6,000	$8,000
Total Fiscal Year 2018-2019 Grant Award:			**$24,000**

E. This document together with any attached program exhibits, assurances, budgets, and narratives is a firm agreement to provide services for older Americans in Fresno and/or Madera counties (including cities contained therein) as specified in a manner consistent with the intent of, and regulations applicable to, service programs under Title III/VII of the Older Americans Act as amended.

F. The provisions of the Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX) attached thereto, plus all enclosures listed, herein, constitute a part of this contract.

FOR SERVICE PROVIDER:

Signature of individual named on Exhibit E, page 5, as having primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.	Date
Mary Anne Seay	Director of Parks and Community Services
Type Name	Title
Signature of Authorized Contracting Official *(Refer to Appendix A)*	Date
Andrew J. Medellin	Mayor
Type Name	Title
94-6000365	
Contractor Federal Employer I.D. Number	

FOR FRESNO-MADERA AREA AGENCY ON AGING:

Signature	Date
Jean Robinson	Executive Director
Type Name	Title

FOR SERVICE PROVIDER:

7-31-18

Signature of individual named on Exhibit E, page 5, as having primary, hands-on involvement and oversight of the day-to-day operations of the contracted program. — Date

Mary Anne Seay — Director of Parks and Community Services

Type Name — Title

7-20-18

Signature of Authorized Contracting Official *(Refer to Appendix A)* — Date

Andrew J. Medellin — Mayor

Type Name — Title

94-6000365

Contractor Federal Employer I.D. Number

FOR FRESNO-MADERA AREA AGENCY ON AGING:

8/24/18

Signature — Date

Jean Robinson — Executive Director

Type Name — Title

FMAAA
DIRECT SERVICES

2018 AUG -1 AM 8:24

ADDENDUM TO

CONTRACT NO. 19-0147

BETWEEN

CITY OF MADERA

AS SERVICE PROVIDER

AND

FRESNO-MADERA AREA AGENCY ON AGING
(HEREINAFTER REFERRED TO AS AGENCY ON AGING)
3837 NORTH CLARK STREET
FRESNO, CA 93726

The following provisions of the Area Plan Grant Terms and Conditions Declaration (Articles I through XX) attached thereto, are modified as follows:

Article XV, Insurance, Section J (pages 42-44):

Now, therefore, the Fresno-Madera Area Agency on Aging and the City of Madera agree to the following:

The Fresno-Madera Area Agency on Aging shall indemnify and save harmless the City of Madera, its officers, agents, employees, and servants from all claims, suits or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of the Fresno-Madera Area on Aging, its officers, agents, employees and/or servants in connection with this Agreement.

The City of Madera shall indemnify and save harmless the Fresno-Madera Area Agency on Aging, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of the City of Madera, its officers, agents, employees, and/or servants in connection with this Agreement.

FRESNO-MADERA AREA AGENCY ON AGING
AREA PLAN GRANT AWARD
TERMS AND CONDITIONS DECLARATION

Activities under this award shall be carried out in accordance with Title III and Title VII of the Older Americans Act of 1965, as amended (United States Code Title 42, Section 3001); the program regulations and policy directives relating thereto; federal and State laws; and the California Welfare and Institutions Code, Sections 9000-9023, all of which are, or may be, operative during the term of this sub-grant award. This Agreement incorporates the terms and conditions which support an award of Area Plan Funds.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. "Agency on Aging" and "FMAAA" means the Fresno-Madera Area Agency on Aging interchangeably.

B. "Agreement" or "Contract" shall mean the Fresno-Madera Area Agency on Aging Area Plan Agreement; Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX); Appendices; Program Exhibits; Budget Display; Attachments; Amendments; and any other documents incorporated by reference, unless otherwise provided in this Article.

C. "Contractor" or "Service Provider" means the legal entity awarded funds under this Agreement and which is accountable to the Agency on Aging, the State, and/or federal government for use of these funds and which is responsible for executing the provisions for services provided under this Agreement.

D. "CCR" means California Code of Regulations.

E. "CFR" means Code of Federal Regulations.

F. "In-Kind Contributions" means the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.).

G. "Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.

H. "OAA" means Older Americans Act.

I. "OMB" means the federal Office of Management and Budget.

J. "Program Income" means revenue generated by an Area Agency on Aging or Contractor from contract-supported activities. Program Income is:

1. Voluntary contributions received from a participant or responsible party for services received.

2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

3. Royalties received on patents and copyrights from contract-supported activities.

4. Proceeds from the sale of items fabricated under a contract Agreement.

K. "PSA 14" means the State Planning and Service Area comprised of Fresno and Madera Counties.

L. "Reimbursable item" also means "allowable cost" and "compensable item."

M. "State" and "Department" means the State of California and the California Department of Aging (CDA) interchangeably.

N. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor Agreements that provide for the provision of goods or services to the Contractor during the Contractor's performance of this Agreement.

O. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.

P. "USC" means United States Code.

Q. As used throughout this Agreement, the term "shall" is mandatory; the term "may" is permissive.

R. The terms and conditions of this grant award and other requirements have the following order of precedence if there is any conflict in what they require:

1. The Older Americans Act of 1965 and Amendments of 2016 (OAA as amended).

2. Other applicable federal statutes and their implementing regulations.

3. Older Californians Act.

4. Title 22 CCR §7000 et. seq.

5. Contract Agreement, including Area Plan Grant Award Terms and Conditions Declaration, all Appendices, all Exhibits, and any amendments thereto.

6. Any other documents incorporated herein by reference, including, if applicable, the federal Health and Human Services (HHS) terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html

7. Program memos and other guidance issued by the California Department of Aging.

ARTICLE II. AGREEMENT

A. All elements of this Agreement, as defined in Article I, Section B, and as approved by the Agency on Aging in making this award, are hereby incorporated by reference, as if fully set forth herein.

B. Time is of the essence in this Agreement. All contracts must be signed and returned to the Fresno-Madera Area Agency on Aging within forty-five (45) days of the date on the contract cover letter. If the signed contract is not returned by the designated date and there has been no approval granted, then the funds may be reallocated by the Fresno-Madera Area Agency on Aging Governing Board. The Agency on Aging will send a Notice of Termination of Negotiations to the non-responsive Service Provider on the 46th day from the date of the contract cover letter by certified mail. A copy of the Fresno-Madera Area Agency on Aging Appeal Procedure will be sent with the letter.

C. A copy of this Agreement is on file and available for inspection at the Fresno-Madera Agency on Aging, 3837 North Clark Street, Fresno, CA 93726.

ARTICLE III. TERM OF AGREEMENT

A. This Agreement is of no force or effect until signed by both parties hereto and approved by the Agency on Aging. The Contractor may not commence performance until such approval has been obtained, or until a signed Letter of Authority has been provided by the Agency on Aging.

B. The term of this Agreement is from July 1, 2018, through June 30, 2019, at which time the Agreement expires, subject however, to earlier

termination or cancellation as herein provided. Contract awards are limited to a one-year period; however, at the discretion of the Agency on Aging, contracts may be renegotiated up to a maximum of three additional one-year periods subject to annual renegotiation and availability of federal, State, and local funding.

C. Should the Contractor or subcontractor begin work in advance of receiving notice that the Agreement is approved, and before obtaining a signed Letter of Authority from the Agency on Aging, that work may be considered as having been performed at-risk as a mere volunteer and may not be reimbursed or compensated.

ARTICLE IV. REASONABLENESS OF COMPENSATION

Compensation for work or services performed under this Agreement shall be reasonable and based on an analysis of job requirements and comparability with similar work or services in the local labor market.

ARTICLE V. ASSURANCES

A. Agreement Authorization

1. If a public entity, the Contractor shall submit to the Agency on Aging a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private entity, the Contractor shall submit to the Agency on Aging an authorization by the Governing Board of the Contractor to execute this Agreement, referencing this Agreement number. These documents, including minute orders, must also identify the action taken.

2. Documentation in the form of a resolution, order, or motion by the Governing Board of the Contractor is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the designee to execute the original and all subsequent amendments to this Agreement.

B. Administration

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

a. Any grant awards to for-profit entities are subject to review and approval by the California Department of Aging prior to issuance of a contract by the Agency on Aging to the Contractor. [22 CCR §7362]

2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

3. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with the Agency on Aging until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

4. This Agreement is not assignable by the Contractor, either in whole or in part, without the written consent of the Agency on Aging in the form of a formal written amendment.

5. The Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State or the Agency on Aging.

6. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect and shall not be affected.

C. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

a. Are not presently debarred or suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. [45 CFR §92.35]

b. Have not, within a three-year period preceding this Agreement, 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 statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in Section B.1 of this Article.

d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

2. The Contractor shall report immediately to the Agency on Aging, in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Agency on Aging.

3. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

4. The Contractor shall notify the Agency on Aging immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

D. Law, Policy and Procedure, Licenses, and Certificates

1. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

2. The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

E. Provision of Services, Staffing, and Standards of Work

1. The Contractor shall ensure the provision of services under this Agreement, as specified by the attached exhibits, which are hereby incorporated by reference. Inadequate performance or failure to make progress so as to endanger performance of this Agreement may result in imposition of sanctions as described in Appendix F, *Sanction Policy*, or termination of the Agreement as described in Article XVII, *Termination*.

2. The Contractor shall make every effort to meet the goals and objectives stipulated in this Agreement. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, the Agency on Aging. A service unit reduction that impacts the Agency's ability to provide service levels defined in its Area Plan or Area Plan Update service unit objectives requires:

   a. Written approval from the California Department of Aging to the Agency on Aging if such reduction is greater than 10 (ten) percent.

   b. An Amendment to the Agency on Aging's Area Plan if such reduction is greater than 20 (twenty) percent, including a public hearing; approval by the Agency's Governing Board and Advisory Council chairpersons and the Agency's Executive Director; and approval by the California Department of Aging. [22 CCR §7306(a)]

3. The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

4. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.

5. The Contractor shall make staff available to the Agency on Aging for training and meetings, which the Agency on Aging may find necessary from time to time.

F. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

G. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (Appendix B), which are hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs, and Activities (Title VI of the Civil Rights Act of 1964)

   Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 USC §2000d; 45 CFR §80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs, and Activities

   Contractor shall, unless exempted, ensure compliance with the requirements of California Government Code §11135 et seq., and 2 CCR §11140 et seq., which prohibit recipients of State financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR §98323]

3. California Civil Rights Laws

   The Contractor shall ensure compliance with the requirements of California Public Contract Code §2010. The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (California Civil Code §51) and the Fair Employment and Housing Act (California Government Code §12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC §12101 et seq.]

5. During the performance of this Agreement, the Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital

status, and denial of family care leave. The Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (2 CCR §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

6. Adhere to 48 CFR 3.908, implementing Section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Public Law 112-239 enacted January 2, 2013), applies to this Agreement.

7. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. (1 USC 7 §3 of the Defense of Marriage Act)

8. The Contractor shall not require proof of age or citizenship as a condition of receiving services.

9. Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

10. The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

H. Information Integrity and Security

1. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect Agency on Aging information assets including those assets used to store or access Personal Health Information (PHI), Personal Information (PI), and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, §5300-5365.3; California Government Code §11109.9; Department of General Services Management Memo 06-12; Department of Finance Budget Letter 06-34; CDA Program Memorandum 07-18, Protection of Information Assets; and the Statewide Health Information Policy Manual.

Information assets include, but are not limited to:

a. Information collected and/or accessed in the administration of Agency on Aging programs and services.

b. Information Assets may be in hard copy or electronic format and may include, but are not limited to:

1) Reports;

2) Notes;

3) Forms;

4) Computers, laptops, cellphones, printers, scanners;

5) Networks (LAN, WAN, WIFI), servers, switches, routers;

6) Storage media, hard drives, flash drives, cloud storage;

7) Data, applications, databases.

2. Encryption of Portable Computing Devices

The Contractor and its Subcontractors/Vendors are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal information, including data stored on all computing devices (including, but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, and backup media).

a. Use of portable electronic storage media (including, but not limited to jump drives, thumb drives, and flash drives; portable hard drives; and CDs, DVDs, and other discs) is not allowed under this Agreement.

3. Disclosure

a. The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive, and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State and Agency on Aging policies. The requirement to protect information shall remain in force until superseded by laws, regulations, and State and Agency on Aging policies.

b. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, confidential, sensitive, and/or personal identifying information, such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

c. "Personal Identifying Information" shall include, but not be limited to: Name; identifying number; social security number; State driver's license or State identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

d. The Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive, and/or personal identifying

information above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.

e. The Contractor, and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized by law or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than the Agency on Aging without prior written authorization from the Agency on Aging. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

f. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

4. Privacy and Information Security Awareness Training

a. The Contractor's employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive, and/or personal identifying information must complete the required Privacy and Information Security Awareness Training module available on the CDA Web site under Providers and Partners, Information Security and Privacy, at the following URL:

http://www.aging.ca.gov/ProgramsProviders/

b. Privacy and Information Security Awareness Training must be completed within thirty (30) days of the start date of the Contract/Agreement; within thirty (30) days of the start date of any new employee, Subcontractor, Vendor, or volunteer's employment; and annually thereafter.

c. The Contractor must maintain certificates of completion on file and provide them to the Agency on Aging and the California Department of Aging upon request.

5. Health Insurance Portability and Accountability Act (HIPAA)

   The Contractor agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA) and ensure that Subcontractors/ Vendors comply with the privacy and security requirements of HIPAA.

6. Information Integrity and Security Statement

   The Contractor shall sign and return to the Agency on Aging the *Information Integrity and Security Statement* (Appendix C of this agreement), which is hereby incorporated by reference, and shall comply with all statutes and laws contained in the statement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA and Agency on Aging information assets from unauthorized access and disclosure.

7. Security Incident Reporting

   A security incident occurs when CDA and/or Agency on Aging information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor and its Subcontractors/Vendors must report all security incidents to the Agency on Aging immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer, via the Agency on Aging, within five (5) business days of the date the incident was detected. The Security Incident Report form (CDA 1025) is available on the CDA Web site at the following URL:

   https://www.aging.ca.gov/ProgramsProviders/

8. Security Breach Notifications

   Notice must be given by the Contractor, and/or its Subcontractors/Vendors, to anyone whose confidential, sensitive, and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

9. Software Maintenance

   The Contractor shall apply security patches and upgrades and keep anti-virus software up-to-date on all systems on which State and/or Agency on Aging data may be used.

10. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of automated files and databases, and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files, and backup files are encrypted.

11. Provisions of Information Integrity and Security

The provisions contained in Article V, Section H, *Information Integrity and Security*, shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

I. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section J of this Article.

2. The Contractor may request permission to copyright material by writing to the Executive Director of the Agency on Aging. The Executive Director shall forward such request to the State and shall relay the State's response to the Contractor within sixty (60) days from the date of receipt of the State's decision.

3. If the material is copyrighted with the consent of the State, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.

4. The Contractor certifies that it has appropriate systems and controls in place to ensure that funds provided under this Agreement will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

J. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in Section J.2 of this Article, produced or resulting from activities supported by this Agreement without the express written consent of the Executive Director of the Agency on Aging. That consent shall be given or the reasons for denial shall be given

and any conditions under which it is given or denied within thirty (30) days after the written request is received by the Agency on Aging. The Agency on Aging may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information that is not client-specific.

2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

3. Subject only to the provisions of Article V, Section H, *Information Integrity and Security*, and Article V, Section I, *Copyrights*, of this Agreement, the State and the Agency on Aging may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.

4. Materials published or transferred by the Contractor and financed with funds under this Agreement shall: (a) state "The materials or product were a result of a project funded by an Agreement with the Fresno-Madera Area Agency on Aging and the California Department of Aging;" (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include the following statement: "The conclusions and opinions expressed may not be those of the Agency on Aging and/or the California Department of Aging and this publication may not be based upon or inclusive of all raw data."

5. The Contractor agrees to acknowledge the receipt of all funding support from the Agency on Aging in news releases (radio, television, and newspaper); printed materials such as brochures, pamphlets, newsletters; the Contractor's Web site; and any other printed documents. Such acknowledgement shall make accurate reference to the service for which funding is provided, in whole or in part, by the Agency on Aging.

6. The Contractor shall forward a copy of all products and material developed in whole or in part with Agreement funds to the Agency on Aging for file.

K. Certifications

The Contractor shall comply with all statutes and laws contained in the Contractor Certification Clauses (Appendix B), which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Contracts in Excess of $100,000

If funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

a. Clean Air Act, as amended. [42 USC §7401]

b. Federal Water Pollution Control Act, as amended. [33 USC §1251 et seq.]

c. Environmental Protection Agency Regulations. [40 CFR §29] [Executive Order 11738]

d. State Contract Act. [California Public Contract Code §10295 et seq.]

e. Unruh Civil Rights Act [California Public Contract Code §2010]

L. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

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

2. If any funds other than federally 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 f a Member of Congress in connection with this federal Agreement, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC §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.

M. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the Agency on Aging determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the Agency on Aging, and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

N. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

2. For breach or violation of this warranty, the Agency on Aging shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

O. Facility Construction or Repair

1. This section applies only to Title III funds and not to other funds allocated to other Titles under the Older Americans Act.

   a. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:

      i) Copeland "Anti-Kickback" Act [18 USC §874, 40 USC §3145] [29 CFR §3];

      ii) Davis-Bacon Act [40 USC §3141 et seq.] [29 CFR §5];

      iii) Contract Work Hours and Safety Standards Act [40 USC §327-333] [29 CFR §5, 6, 7, 8]; and

      iv) Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations [41 CFR §60].

   b. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately owned property which would enhance the owner's value of such property except where permitted by law and by the Agency on Aging.

   c. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from the Agency on Aging before making

any fund or budget transfers between construction and non-construction.

P. If this Agreement includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code §11200 in accordance with California Public Contract Code 10353.

Q. Grievance Process

1. The Contractor must establish a written grievance process for reviewing and attempting to resolve complaints of older individuals receiving services funded by this Agreement. At a minimum, the process shall include all of the following:

   a. Time frames within which a complaint will be acted upon.

   b. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the Fresno-Madera Area Agency on Aging if dissatisfied with the results of the Contractor's review.

   c. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

2. The Contractor shall notify older individuals of the grievance process available to them by:

   a. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals.

   b. Advising homebound older individuals of the process either orally or in writing upon the Contractor's contact with the individuals.

3. Complaints may involve, but not be limited to, any or all of the following:

   a. Amount or duration of a service.

b. Denial or discontinuance of a service.

c. Dissatisfaction with the service being provided or with the service provider. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.

d. Failure of the service provider to comply with any of the requirements set forth in CDA regulations or in this Agreement.

4. Nothing in this Article shall be construed as prohibiting older individuals from seeking other available remedies, such as presenting their complaints at an open meeting of the Contractor's governing board.

R. Disaster Plan

1. The Contractor shall prepare and maintain a disaster plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods, and make such plan available to the Agency on Aging upon request.

2. The Contractor shall provide annual disaster response training and a current list of community resources for all employees and volunteers, and maintain documentation of such training.

3. The Contractor shall designate a primary and a secondary emergency contact. Following an emergency or disaster, the Contractor's designated contact shall update the Agency on Aging with the Contractor's operational status.

4. The Contractor shall complete Exhibit F, *Service Provider Emergency Resource Information*, included with this agreement, and advise the Agency on Aging whenever a change to this information occurs.

S. Community Focal Points

The Vendor acknowledges that the Agency on Aging has designated locations as Community Focal Points, as required by Title 22 CCR Article 3 §7302(a)(14), 45 CFR §1321.53(c), and OAA 2006 §306(a), which are attached as Appendix J, *Community Focal Points List.*

ARTICLE VI. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.

2. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, and services as set forth in 45 CFR §92.36.

3. The Contractor and its Subcontractor/Vendors shall comply with California Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

4. Travel Reimbursement

   a. Any reimbursement by Contractor from funds provided under this Agreement for authorized travel and per diem shall be at rates not to exceed those paid by the State in accordance with the California Department of Human Resources (CalHR) rules and regulations.

      In State:

      - Mileage: http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx
      - Per Diem (meals and incidentals): http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx
      - Lodging: http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx

      Out of State:

      - http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx

   b. This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Agreement, between the CalHR rates and any rates the Contractor is obligated to pay

under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Agency on Aging and the State. [2 CCR §599.615 et seq.]

5. The Agency on Aging reserves the right to refuse payment to the Contractor or later disallow costs for any expenditure, as determined by the Agency on Aging not to be in compliance with this Agreement, unrelated or inappropriate to Agreement activities, or when inadequate supporting documentation is presented, or where prior approval was required but was not requested or not granted.

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR §200] [45 CFR §75]

2. The Contractor shall ensure that funding for services as outlined herein are managed and prorated monthly to ensure that adequate Older Americans Act funding is available to provide services through the ending date of this Agreement.

3. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding Title III E) and Title VII services.

4. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR §200.302 and 45 CFR §75.302:

a. Financial Reporting.

b. Accounting Records.

c. Complete Disclosure.

d. Source Documentation.

e. Internal Control.

f. Budgetary Control.

g. Cash Management (written procedures).

h. Allowable Costs (written procedures).

C. Unexpended Funds

1. No later than March 31 of the Agreement year, the Contractor shall report to the Agency on Aging if any Older Americans Act funds will remain unexpended at the ending date of this Agreement.

2. The Agency on Aging shall request and receive from the Contractor release of Older Americans Act funds for an amount mutually agreed upon by both parties, not to exceed the estimated amount of unexpended funds. The Agency on Aging shall be reasonable in its request for funds and the Contractor shall not unreasonably withhold permission for release of funds.

3. The Agency on Aging retains all rights to reallocate released funds into other programs, projects, or activities.

4. Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the Agency on Aging immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State, and subsequently to the Agency on Aging, by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of the contracted program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the

Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Agreement and approval of an itemized budget. No legal liability on the part of the State or the Agency on Aging for any payment may arise under this Contract until funds are made available; the itemized budget is approved by the State; and the Contractor has received an executed Agreement.

4. If funding for any State or Agency on Aging fiscal year is reduced or deleted by the State, Legislature, or Congress for the purposes of this program, the Agency on Aging shall have the option to either:

   a. Terminate the Agreement pursuant to Section A.1 of Article XVII, *Termination*, of this Agreement; or

   b. Offer a contract amendment to the Contractor to reflect the reduced funding for this Agreement.

5. The Agency on Aging reserves the right to increase and/or decrease funds available under this Agreement to reflect any restrictions, limitations, or conditions.

ARTICLE VII. BUDGET AND BUDGET REVISION

A. The Contractor shall be reimbursed for expenses only as itemized in the approved budget with the exception of line item budget transfers as noted in Section E of this Article and shall not be entitled to reimbursement for these expenses until this Agreement is approved and executed by the Agency on Aging. The approved Contractor's budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.

B. The final date to submit a budget revision to the Agency on Aging for this Agreement is March 15, 2019.

C. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate accepted by all Federal awarding agencies [2 CFR 200.414(c)(1),(f)] [45 CFR 75.414(c)(1),(f)].

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind and used to meet the minimum matching requirements (Title III and Title VII only).

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR §75.414(a)]

D. Program Specific Funds

1. Program Income

a. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

b. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in Section D.1.d of this Article).

c. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in Section D.1.d of this Article) and may reduce the total amount of contract funds payable to the Contractor.

d. Program Income may not be used to meet the matching requirements of this Agreement.

e. Program Income must be used to expand baseline services.

f. If as a result of advanced funds, the project earns interest on funds awarded by the Agency on Aging, that interest shall be identified as income to the program and used for program expenditures, with full documentation on file for all programs.

2. One-Time-Only (OTO) Funds

a. OTO Funds, if any, are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.

b. Titles III and VII federal program OTO funds shall only be used for the following purposes:

1) Home and community-based projects that are approved in advance by the California Department of Aging, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.

2) Innovative pilot projects that are approved in advance by the California Department of Aging, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR §1321.53(a)(b).

3) OTO funds can be used to maintain or increase baseline services; however, the Contractor shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance approval from the California Department of Aging.

c. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

E. Line Item Budget Transfers

The Contractor may transfer Agreement funds between line items under the following terms and conditions:

1. The Contractor shall obtain prior approval from the Agency on Aging for any line item transfer of funds that exceeds ten percent (10%) of the total budget for each funding source, and submit a revised budget to the Agency on Aging.

2. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount, and purpose of the transfer. This record shall be available to the Agency on Aging upon request and shall be maintained in the same manner as all other financial records.

F. Matching Contributions

1. "Matching Contributions" is defined in Article I, Section H.

   a. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

   b. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor.

   c. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget cost principles.

2. Minimum matching contributions for Older Americans Act funded grants awarded by the Fresno-Madera Area Agency on Aging are determined as follows:

   a. Title III B Supportive Services (not including Ombudsman), Title III C1 Congregate Nutrition, and Title III C2 Home-Delivered Nutrition: Ten percent (10%) of the sum of the grant award, plus the minimum matching contributions. This is computed by dividing the grant amount by nine (9).

   b. Title III E Family Caregiver Support Program: Approximately fifty percent (50%) of the sum of the grant award, plus the minimum matching contributions.

3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

4. Matching contributions generated in excess of the minimum required are considered overmatch.

ARTICLE VIII. PAYMENT

A. The Contractor shall prepare and submit a monthly expenditure report, as indicated in Appendix E, *Required Reports and Due Dates*, by the 15th of each month to the Agency on Aging, unless otherwise specified by the Agency on Aging. The report shall include all costs and funding sources for the month prior.

B. The Agency on Aging shall review the Contractor's report to ensure compliance with the approved Agreement budget.

C. Depending upon funding availability, the Agency on Aging shall make monthly reimbursement payments to the Contract as specified in Appendix E, *Required Reports and Due Dates*, of this Agreement. The Agency on Aging shall pay the Contractor a total not to exceed the amount shown on page one (1) of this Agreement.

D. The Agency on Aging may withhold payment if the Agency on Aging determines that the Agreement with the Contractor is at-risk, as described in Appendix F, *Sanction Policy*.

E. The Agency on Aging shall be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. Payments made after a decision to withhold funds or terminate the Agreement will be governed by Article XVII, *Termination*.

F. The Agency on Aging may require financial reports more frequently than indicated in Section A of this Article or more detail (or both), upon written notice to the Contractor, until such time as the Agency on Aging determines that the financial management standards are met.

G. Closeout

1. Contractor is required to submit the *Financial Closeout Report* for this Agreement and *Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging* (FMAAA 32) to the Agency on Aging by July 15, 2019. If Agreement is terminated or cancelled prior to June 30, 2019, the *Financial Closeout Report* and FMAAA 32 shall be submitted to the Agency on Aging within fifteen (15) days of termination or cancellation of the Agreement.

2. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match.

ARTICLE IX. SUBCONTRACTS

A. The Contractor must obtain approval from the Agency on Aging prior to awarding any subcontracts for services contracted in this Agreement.

B. The Contractor shall not obligate funds for this Agreement in any subcontracts for service beyond the ending date of this Agreement.

C. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State of California or the Agency on Aging.

D. The Contractor shall maintain on file copies of subcontracts, memorandums, and/or Letters of Understanding which shall be made available for review at the request of the Agency on Aging.

E. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XV, *Insurance*, of this Agreement.

F. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Agency on Aging, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor(s) in the performance of this Agreement.

G. The Contractor shall ensure that the subcontractor will complete all reporting and expenditure documents requested by the Agency on Aging. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the Agency on Aging.

H. The Contractor shall require all subcontractors to maintain adequate staff to meet the subcontractor's agreement with the Contractor. This staff shall be available to the California Department of Aging and the Agency on Aging for training and meetings, which the California Department of Aging or the Agency on Aging may find necessary from time to time.

I. If a private non-profit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

ARTICLE X. RECORDS AND REPORTS

A. Records

1. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the *Financial Closeout Report* to the audited financial statements, and a summary worksheet identifying the results of performing audit resolution of its subcontractors in accordance with Article XIV, *Audit Requirements*, of this Agreement. This includes the following: Letters of agreement, insurance documentation, Memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to the Agency on Aging. All records pertaining this Agreement must be made available for inspection and audit by the Agency on Aging or its duly authorized agents, at any time during normal business hours.

2. All such records, including confidential records, must be maintained and made available by the Contractor as follows:

   a. Until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Agency on Aging or the California Department of Aging's Audit Branch;

   b. For such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections 3 and 4 of this Article; and

   c. For such longer period as the Agency on Aging or the State deems necessary.

3. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as in Sections A.2.a through A.2.c of this Article. The Contractor shall ensure that any resource directories and all client records remain the property of the Agency on Aging upon termination of this Agreement, and are returned to the Agency on Aging or transferred to another Contractor as instructed by the Agency on Aging.

4. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, such records shall be maintained and kept available until every action has been cleared

to the satisfaction of the Agency on Aging and the State and so stated in writing to the Contractor.

5. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the Agency on Aging under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR §200.302 and 45 CFR §75.302, the expenditures will be questioned in the audit and may be disallowed by the Agency on Aging or the State during the audit resolution process.

6. After the authorized period has expired, confidential records shall be destroyed by shredding and disposed of in a manner that will maintain confidentiality.

B. Reports

1. The Contractor shall prepare and submit fiscal and performance reports as designated in Appendix E, *Required Reports and Due Dates*. Reports shall be submitted on forms in a format approved by the Agency on Aging.

2. The Contractor shall assure that all fiscal and program data submitted to the Agency on Aging are timely, complete, accurate, and verifiable.

3. If supporting documentation is required as stated in Article XIV, *Audit Requirements*, all such documentation must accompany the monthly expenditure report.

4. All Program Income received by the Contractor shall be included on the monthly expenditure report, and expenditures supported by Program Income shall be stated in the appropriate column. Program Income shall be tracked on a "first in-first out" method. Unspent Program Income shall not exceed the equivalent of thirty (30) days average Program Income.

5. The Contractor shall cross-train staff on program data collection and reporting requirements in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

ARTICLE XI. PROPERTY

A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.

B. Property acquired under this Agreement, which meets any of the following criteria, is subject to the reporting requirements:

1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least $500 (a desktop or laptop setup is considered a unit, if purchased as a unit).

2. All computing devices, regardless of cost (including, but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones).

a. Purchase and use of portable electronic storage media (including, but not limited to jump drives, thumb drives, and flash drives; portable hard drives; and CDs, DVDs, and other discs) is not allowed under this Agreement.

C. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

D. The Contractor must submit a detailed listing of planned Equipment/Property purchases in its budget to the Agency on Aging (*Schedule of Program/Site Supplies and Equipment Purchases*, page 4 of Exhibit B, *Budget*). Equipment/Property with per unit cost of $500 or more requires justification and prior approval from the California Department of Aging.

E. The Contractor shall report property acquired with funds provided under this Agreement to the Agency on Aging:

1. Title III B, Title III C, and Title VII (b): On the Monthly Report of Expenditures and Donations Revenue for the month in which the property was acquired.

2. Title III E: On the Title III E Monthly Report of Expenditures (for the Family Caregiver Support Program) for the month in which the property was acquired.

3. Long-Term Care Ombudsman Program: On the Budget Summary/Monthly Expenditure Report and Request for Funds, Special Deposit Fund (SDF) & Skilled Nursing Facility Quality & Accountability Fund (SNFQAF) (CDA-OMB-300) for the month in which the property was acquired.

F. The Contractor shall attach receipts for the property and a list of the following information for each item of property acquired: Date acquired; complete description; model number; serial number (if applicable); cost or other basis of valuation; fund source; and specific location of the property.

G. The Contractor shall maintain a cumulative inventory, including the Asset Tag number and all information required by Section F of this Article, of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose.

H. The Contractor shall affix the Asset Tag provided by the Agency on Aging to tangible property upon receipt of the asset tag from the agency, which identifies the property as State of California property. The Contractor shall enter the Asset Tag number on the cumulative inventory records maintained by the Contractor for this Agreement.

I. The Contractor shall conduct an annual physical inventory of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose, and submit *Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging* (FMAAA 32) with the annual Financial Closeout Report to the Agency on Aging. Corresponding reconciliation must be kept on file and available for review by the Agency on Aging.

J. Prior to disposal of any property purchased by the Contractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the California Department of Aging, through the Agency on Aging, for all reportable property as defined in Section B of this Article. The Contractor shall submit a *Request to Dispose of Property* (FMAAA 248) to the Agency on Aging to request disposal of property.

Disposition, which includes sale, trade-in, discarding, or transfer to another agency, may not occur until approval is provided by the California Department of Aging and the Agency on Aging notifies the Contractor of the State's instructions for disposition of property.

Once property has been disposed as per the State's authorization and instructions, the item(s) shall be removed from the Contractor's inventory report.

K. The Contractor must sanitize property (remove all confidential, sensitive, or personal information) prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to, magnetic tapes, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops. The Contractor must attach documentation of sanitation of such devices to the *Request to Dispose of Property* (FMAAA 248) requesting property disposal.

L. Any loss, damage, or theft of equipment shall be investigated and fully documented, and the Contractor shall promptly notify the Agency on Aging. In addition, the Contractor shall complete a *Request to Dispose of Property* (FMAAA 248) and provide it to the Agency on Aging.

M. The State reserves title to all property purchased or financed with funds provided through the Agency on Aging that is not fully consumed in the performance of this Agreement, including property acquired with grant funds, matching funds, monetary donations, and in-kind donations as entered on the budget, budget revisions, and/or closeout report for this Agreement, unless otherwise required by federal law or regulations.

N. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such personal property during the period of the project and until the Contractor has complied with all written instructions from the Agency on Aging regarding the final disposition of the property.

O. In the event of the Contractor's dissolution, or upon termination of this Agreement, the Contractor shall provide a final property inventory to the Agency on Aging. The Agency on Aging reserves the right to require the Contractor to transfer such property to another entity, or to the Agency on Aging.

P. The Contractor shall use the property for the purpose for which it was intended under this Agreement.

Q. The Contractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

R. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE XII. ACCESS

A. The Contractor shall provide access to the Agency on Aging, federal or State contracting agency, Bureau of State Audits, the Comptroller General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE XIII. MONITORING AND EVALUATION

A. Authorized Agency on Aging, State, and federal representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal, and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data, and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and, when applicable, inspection of food preparation sites.

B. The Contractor shall cooperate with the Agency on Aging and the State in the monitoring and evaluation processes, which include making any administrative, fiscal, and program staff available during any scheduled process.

ARTICLE XIV. AUDIT REQUIREMENTS

A. Contractors that expend $750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR §200.501 to 200.521; and 45 CFR §75.501 to 75.521.

A copy shall be submitted to the:

Fresno Madera Area Agency on Aging
3837 North Clark Street
Fresno, California 93726

The copy shall be submitted within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
The Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the "Schedule of Expenditures of Federal Awards" by the appropriate program name, identifying Agency on Aging grant/contract number, and as passed-through the California Department of Aging.

B. This Section B applies only to Title III and Title VII.

The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

93.041 Special Programs for the Aging – Title VII, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII, Chapter 3)

93.042 Special Programs for the Aging – Title III-B/VII-A, Chapter 2 – Long Term Care Ombudsman Services for Older Individuals (Title III-B/VII-A, Chapter 2)

93.043 Special Programs for the Aging – Title III, Part D – Disease Prevention and Health Promotion Services (Title III D)

93.044 Special Programs for the Aging – Title III, Part B – Grants for Supportive Services and Senior Centers (Title III B)

93.045 Special Programs for the Aging – Title III, Part C – Nutrition Services (Title III C)

93.052 National Family Caregiver Support Program – Title III, Part E (Title III E)

93.053 Nutrition Services Incentive Program (NSIP)

"Cluster of programs" means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other clusters" are defined by the consolidated CFR in the Compliance Supplement or as designated by a State for federal awards provided to its subcontractors that meet the definition of "cluster of programs." When designating an "other cluster," a State shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A "cluster of programs" shall be considered as one program for determining major programs, as described in 45 CFR §75 [formerly OMB Circular A-133], whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR §75, Subpart F, Audit Requirements] [formerly OMB Circular A-133], Audits of States, Local Governments, and Non-Profit Organizations)

C. The Contractor shall perform a reconciliation of the Financial Closeout Report to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for review by the Agency on Aging.

D. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the Financial Closeout Report.

E. The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds approved under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. Contract resolution includes:

1. Ensuring that subcontractors expending $750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR §200.501-200.521 and 45 CFR §75.501-75.521 as summarized in Section F of this Article;

2. Issuing a management decision on audit findings within six (6) months after receipt of the subcontractor's single audit report and ensuring that the subcontractor takes appropriate and timely corrective action;

3. Reconciling expenditures reported to the Agency on Aging to the amounts identified in the single audit or other type of audit, if the Contractor was not subject to the single audit requirements. For a Contractor who was not required to obtain a single audit and did

not obtain another type of audit, the reconciliation of expenditures reported to the Agency on Aging must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR §200.331] [45 CFR §75.352]; documented review of financial statements; and documented expense verification, including match; etc.).

4. When alternative procedures are used, the Contractor shall perform financial management system testing which provides, in part, for the following:

   a. Accurate, current, and complete disclosure of the financial results of each federal award or program.

   b. Records that identify adequately the source and application of funds for each federally funded activity.

   c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.

   d. Comparison of expenditures with budget amounts for each federal award.

   e. Written procedures to implement the requirements of 2 CFR §200.305 and 45 CFR §75.100 et. seq.

   f. Written procedures for determining the allowability of costs in accordance with 2 CFR §200, Subpart E–Cost Principles and 45 CFR §75, Subpart E-Cost Principles.

   [2 CFR §200.302] [45 CFR §75.302]

5. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.

6. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.

F. The Contractor shall ensure that its single audit report meets 2 CFR §200, Subpart F–Audit Requirements and 45 CFR §75, Subpart F-Audit Requirements:

1. Performed timely: Not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the auditor's report or nine (9)

months after the end of the audit period, whichever occurs first. [2 CFR §200.512] [45 CFR §75.515]

2. Properly procured: Use procurement standards for auditor selection. [2 CFR §200.509] [45 CFR §75.509]

3. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR §200.514] [45 CFR §75.514]

4. All inclusive: Includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR §200.515] [45 CFR §75.515]

5. Performed in accordance with provisions applicable to this program as identified in 2 CFR §200, Subpart F–Audit Requirements and 45 CFR §75, Subpart F-Audit Requirements.

G. The Contractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards, the Agency on Aging shall have access to all audit reports and supporting work papers, and the Agency on Aging has the option to perform additional work, as needed.

H. A reasonably proportionate share of the costs required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:

1. Any costs when audits required by the Single Audit Act, 2 CFR §200, Subpart F–Audit Requirements and 45 CFR §75, Subpart F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act, 2 CFR 200, Subpart F – Audit Requirements and 45 CFR §75, Subpart F – Audit Requirements because its expenditures under federal awards are less than $750,000 during the non-federal entity's fiscal year.

   a. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.

b. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act, 2 CFR 200, Subpart F – Audit Requirements and 45 CFR §75, Subpart F – Audit Requirements. This cost is allowable only if the agreed-upon-procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: Activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425] [45 CFR §75.425]

I. The Contractor shall cooperate with and participate in any further audits which may be required by the Agency on Aging.

J. The Contractor shall indicate which method of providing audit compliance will be in force during this Agreement (Appendix D, *Method of Providing Audit Compliance*).

ARTICLE XV. INSURANCE

A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:

1. **General Liability** of not less than $1,000,000 per occurrence for bodily injury and property damage combined (higher limits may be required by the Agency on Aging in cases of higher than usual risks).

2. **Automobile Liability, including non-owned auto liability**, of not less than $1,000,000 for volunteers and paid employees providing services supported by this Agreement.

   If applicable, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter party carriers of passengers and is based on seating capacity as follows unless otherwise amended by future regulation:

   - $ 750,000 if seating capacity is under 8.
   - $1,500,000 if seating capacity is 8–15.
   - $5,000,000 if seating capacity is over 15.

3. **Professional Liability** of not less than $1,000,000 as it appropriately relates to services rendered. Coverage shall include errors and omissions.

B. The insurance will be obtained from an insurance company acceptable to the State Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.

C. Evidence of insurance shall be in a form and content acceptable to the State Department of General Services, Office of Risk and Insurance Management.

D The Contractor shall notify the Agency on Aging within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

E. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall include the Contract Number listed on page 1 of this Agreement and provide the statement:

> "The Fresno-Madera Area Agency on Aging, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the Fresno-Madera Area Agency on Aging under this Agreement."

Professional Liability coverage is exempt from this requirement.

2. The Fresno-Madera Area Agency on Aging shall be named as the certificate holder and its address (3837 N. Clark St., Fresno, CA 93726) must be listed on the certificate.

F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the Agency on Aging, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the Agency on Aging may, in addition to any other remedies it may have, terminate this Agreement.

G. A copy of each appropriate Certificate of Insurance, or letter of self-insurance, referencing this Agreement number shall be submitted to the Agency on Aging with this Agreement.

H. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. [Labor Code §3700]

I. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.

J. Contractor agrees to indemnify, defend, and save harmless the Fresno-Madera Area Agency on Aging, State of California, their officers, agents, and employees from any and all claims and losses occurring or resulting to any and all Contractors, subcontractors, material, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and also from any and all claims and losses occurring or resulting in any person, firm or corporation, who may be injured or damaged by Contractor in the performance of this Agreement.

ARTICLE XVI. DONATIONS

A. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA §315(b)]:

1. The Contractor or any subcontractors for any Title III or Title VII services shall not use means tests.

2. Any Title III or Title VII client who does not contribute toward the cost of the services received shall not be denied services.

3. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive. Donation letters sent to clients shall stipulate that contributions are voluntary and not required to receive service. Donation letters may not resemble a bill or statement.

4. Each Service Provider will:

   a. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;

b. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;

c. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; and

d. Establish appropriate procedures to safeguard and account for all contributions.

e. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Agreement.

ARTICLE XVII. TERMINATION

A. Termination Without Cause

1. The Agency on Aging may terminate performance of work under this Agreement at any time during the Agreement term, without cause in whole or in part, if the Agency on Aging determines that a termination is in the Agency on Aging's best interest, upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice.

The Agency on Aging may, at its discretion, decline to negotiate additional one-year Agreement periods with the Contractor beyond the initial one-year contract award term, or, as a result of the Request for Proposal process, reject the Contractor's proposal for provision of service beyond the term of this Agreement; in such cases, the Agency on Aging shall provide a minimum of thirty (30) days written notice to the Contractor of non-renewal or non-award of the contract, effective on the last day of the term of this Agreement.

The parties agree that if the termination of the contract is due to a reduction or deletion of funding by the State of California, the Legislature, or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice.

The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

2. The Contractor may terminate this Agreement at any time during the Agreement term by giving the Agency on Aging ninety (90) days written notice. In the event of termination notice, the Agency on Aging will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination of the Agreement.

3. Contractor shall, at least ninety (90) days prior to the end of the term of this Agreement, give written notice to the Agency on Aging if it intends to discontinue provision of any programs or services included in this Agreement during the subsequent Agreement period. The purpose of this requirement is to provide sufficient planning and transition time during the course of this Agreement period to ensure continuity of services to clients.

B. Termination for Cause

1. The Agency on Aging may terminate, in whole or in part, for cause the performance of work under this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

   a. In case of threat of life, health, or safety to the public.

   b. A violation of the law or failure to comply with any condition of this Agreement.

   c. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.

   d. Failure to comply with reporting requirements.

   e. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Agency on Aging or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.

   f. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.

   g. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.

h. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.

i. The commission of an act of bankruptcy.

j. Finding of debarment or suspension.

k. The Contractor's organizational structure has materially changed.

l. The Agency on Aging determines that the Contractor may be considered a "high risk" agency as described in 45 CFR §92.12 for local government and 45 CFR §74.14 for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions, as described in Appendix F, *Sanction Policy*.

m. Program operations have been suspended for more than three (3) consecutive months in any budget year, unless a longer period is granted in writing by the Agency on Aging.

2. Termination of this Agreement shall take effect immediately in the case of an emergency, such as threat to life, health, or safety of the public, or when program operations have been suspended for more than three (3) consecutive months in any budget year. In all other cases of termination for cause, the termination shall take effect thirty (30) days subsequent to written notice to the Contractor.

3. In the event of termination for cause, the Agency on Aging may proceed with the work in any manner deemed proper by the State. All costs to the Agency on Aging shall be deducted from any sum due the Contractor under this agreement and the balance, if any, shall be paid to the Contractor upon demand.

C. In the event of termination of this Agreement by the Agency on Aging, the Agency will present written notice to the Contractor describing the action being taken by the Agency on Aging, the reason for such action, and any conditions of the termination, including, but not limited to, the date of termination, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination. Said notice shall also inform the Contractor of its right to appeal such decision to the Agency on Aging and of the procedure for doing so. (Appendix G, *Appeal Procedure for Service Providers*)

D. Contractor's Obligation After Notice of Termination

1. After receipt of a notice of termination, and except as directed by the Agency on Aging, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

   The Contractor shall:

   a. Stop work as specified in the Notice of Termination;

   b. Place no further subcontracts for materials, or services, except as necessary to complete the continued portion of the contract;

   c. Terminate all subcontracts to the extent they relate to the work terminated;

   d. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause); and

   e. Comply with all additional terms of this Agreement pertaining to termination or cancellation of the Agreement.

ARTICLE XVIII. REMEDIES AND APPEAL PROCESS

A. The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the Agency on Aging as a result of a breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project. Specifically, the Agency on Aging reserves the right to pursue all remedies allowed to it under the Older Americans Act, and all regulations adopted pursuant to the Act or implementing the Act, regarding the expenditure of federal funds.

B. The Contractor may appeal an adverse determination by the Agency on Aging using the *Appeal Procedure for Service Providers*, which is set forth in Appendix G, for actions subject to appeal, as defined in Appendix G, Section I.A, *Actions Subject to Appeal.*

C. The Contractor may appeal the Agency on Aging's final adverse determination once all administrative remedies contained in Appendix G, *Appeal Procedure for Service Providers*, have been exhausted, using the appeal process established in Title 22 CCR §7700 to 7710.

D. The Contractor shall continue with the responsibilities under this Agreement during any dispute.

E. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE XIX. AMENDMENTS, REVISIONS OR MODIFICATIONS

A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, approved as required by the Agency on Aging amendment process, and signed by a duly authorized representative of the Contractor and of the Agency on Aging. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B. Should either party during the term of this Agreement desire a revision, waiver or modification in this Agreement, such revision, waiver or modification shall be proposed in writing to the other party. The other party shall accept or reject the proposal within thirty (30) days of receipt of request. Once accepted, such revision may require an amendment through the Agency on Aging's contract process to provide for the change mutually agreed to by the parties.

C. The Agency on Aging reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State Government.

D. An amendment is required to change the Contractor's name as listed on this Agreement. Any notice given to the Agency on Aging for a Contractor's change of legal name, main address, or name of Director shall be addressed to the Fresno-Madera Agency on Aging's Executive Director on the Contractor's letterhead. Upon receipt of legal documentation of the name change, the Agency on Aging will process the amendment. Invoices presented by the Contractor with the Contractor's new name cannot be paid prior to the Agency on Aging's approval of said amendment.

ARTICLE XX. NOTICING

A. Any notice to be given hereunder by either party to the other may be effected by one of the following methods, provided Contractor retains receipt, and shall be communicated as of actual receipt: 1) Personal delivery in writing; 2) Registered or certified mail, postage prepaid and return receipt requested; or 3) Overnight mail.

B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging at its current address, 3837 North Clark Street, Fresno, CA 93726, and notices to the Contractor shall be addressed to the Contractor's address as indicated on page 1 of this Agreement, unless otherwise requested in writing.

C. Each party may change its address originally provided in this Agreement by written notice to the other party in accordance with this Article.

APPENDIX A

RESOLUTION OF AUTHORIZATION TO CONTRACT

The governing board of the City of Madera
(Service Provider)

hereby authorizes Andrew J. Medellin - Mayor
(Name and Title)

to execute the contract(s) listed on Page 1 of this Agreement with the Fresno-Madera Area Agency on Aging for the fiscal year beginning July 1, 2018, to June 30, 2019, including any subsequent amendments and all necessary supporting documents.

Andrew J. Medellin
Name of Chair ***(Please Print)***
Governing Board

Signature of Chair
Governing Board

Date

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

City of Madera	94-6000365
Contractor/Vendor Name (Typed)	*Federal ID Number*
Authorized Signature	7-31-18 *Date Executed*

Mary Anne Seay - Director of Parks and Community Services

Name and Title of Person Signing (Typed)

CONTRACTOR CERTIFICATION CLAUSES

Source: State of California CCC 04/2017

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
   b. Establish a Drug-Free Awareness Program to inform employees about:
      1) the dangers of drug abuse in the workplace;
      2) the person's or organization's policy of maintaining a drug-free workplace;
      3) any available counseling, rehabilitation and employee assistance programs; and,
      4) penalties that may be imposed upon employees for drug abuse violations.
   c. Every employee who works on the proposed Agreement will:
      1) receive a copy of the company's drug-free workplace policy statement; and,
      2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of

any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

   Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

   Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by

authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

   Current State Employees (Pub. Contract Code §10410):

   1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
   2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

   Former State Employees (Pub. Contract Code §10411):

   1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
   2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

   If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

   Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
    a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
    b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
    c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

APPENDIX C

INFORMATION INTEGRITY AND SECURITY STATEMENT

CERTIFICATION

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the Statements below.

City of Madera	19-0147
Contractor/Vendor Name (Typed)	*Contract Number*
Authorized Signature	7-31-18 *Date*

Mary Anne Seay - Director of Parks and Community Services

Name and Title of Person Signing (Typed)

In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:

- Confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.
- All access codes which allow access to confidential information will be properly safeguarded.
- Activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report (CDA 1025).
- Any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act.
- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- Obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.

APPENDIX C

INFORMATION INTEGRITY AND SECURITY STATEMENT

- All employees/subcontractors of the Contractor/Vendor will complete the required Privacy and Information Security Awareness Training module located at www.aging.ca.gov, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor, and annually thereafter.
- All employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.
- CDA or its designee will be granted access by the Contractor/Vendor to any computer-based confidential information within the scope of the Contract.

- I agree to protect the following types of confidential information which include but are not limited to:
  - Social Security number.
  - Medical information.
  - Claimant and employer information.
  - Driver's License information.
  - Information about individuals that relates to their personal life or identifies or describes an individual.
  - Other agencies' confidential and proprietary information.
  - Criteria used for initiating audit selection.
  - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.).
  - Any other information that is considered proprietary, a copyright, or otherwise protected by law or contract.
- I agree to protect confidential information by:
  - Accessing, inspecting, using, disclosing, or modifying information only for the purpose of performing official duties.
  - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason.
  - Securing confidential information in approved locations.
  - Never removing confidential information from the work site without authorization.

APPENDIX D

METHOD OF PROVIDING AUDIT COMPLIANCE

The service provider shall indicate which method of providing audit compliance to the Fresno-Madera Area Agency on Aging (Agency on Aging) will be in force during this Agreement.

1. **Review Article XIV of this Agreement (Audit Requirements).**

2. Place an **X** in the appropriate box below:

- [x] An independent audit shall be performed in accordance with the requirements of 2 CFR §200, Subpart F - Audit Requirements, and 45 CFR §75, Subpart F - Audit Requirements, and a copy submitted to the Agency on Aging.

- [ ] An independent audit shall be performed and a copy submitted to the Agency on Aging.

- [ ] All supporting documentation shall be submitted to the Agency on Aging for review along with any request for reimbursement.

Enter Fiscal Year Ending Date →

June	30	2019
Month	Day	Year

APPENDIX E

REQUIRED REPORTS AND DUE DATES

Fiscal Reports

*Expenditure Reports by Program

Title III B, Title III C, Title III D, and Title VII Programs ***Due 15th of each month***

- Monthly Report of Expenditures and Donations Revenue

Title III E Family Caregiver Support Program ***Due 15th of each month***

- Title III E Monthly Report of Expenditures

Health Insurance Counseling and Advocacy Program ***Due 15th of each month***

- HICAP Monthly Report of Expenditure/Request for Funds *(CDA 245)*

Long-Term Care Ombudsman Program ***Due 15th of each month***

- Budget Summary/Monthly Expenditure Report & Request for Funds, Special Deposit Fund & Skilled Nursing Facility Quality and Accountability Fund *(CDA-OMB-300)*

** Payments are made by the last day of the month for accurate expenditure reports received by the due date. Late or inaccurate expenditure report submissions will result in delay of payments until reporting requirements have been met.*

Additional Fiscal Reports – All Programs

- **Final Budget Revisions**
  - Due by March 15th
- **Annual Financial Close Out Report and FMAAA 32, *Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging***
  - Due by July 15th with exception of HICAP
    - 1st HICAP Financial Closeout Report for federal funds from July 1-March 31 due by April 30th
    - 2nd HICAP Financial Closeout Report for State funds from July 1-June 30 and Federal funds from April 1-June 30 due by July 30th
- **Copy of Audit**, as required by contract
  - Due within 30 days after receipt of auditor's report, or nine months after end of audit period, whichever is earliest
- **Request to Dispose of Property (FMAAA 248)**
  - Due within 5 days of the loss, destruction, or theft of property, or if the property will no longer be used for the contracted program

APPENDIX E

REQUIRED REPORTS AND DUE DATES

Program Reports

Monthly Service Unit Report *(Form 186M)* ***Due 7th working day of each month***

- **Title III B Adult Day Care**
  - Attach Q Monthly Service Roster, associated Client Intake Forms, and Client Deactivation Request
- **Title III B Legal Assistance**
- **Title III B Transportation**
- **Title III D Health Promotion**
- **Title VII (b) Elder Abuse Prevention, Education, & Training**
- ***Health Insurance Counseling and Advocacy Program (HICAP)**
  - Attach final version of HICAP Performance Measures and Benchmark Report generated from SHARP system for reporting month

**Due date subject to California Department of Aging notifications*

Monthly Title III C ***Due 7th working day of month***
*Elderly Nutrition Program Reports

****See Policy and Procedure Manual, provided to Site Coordinator, for full instructions***

- Q Monthly Service Roster with client signatures and a "1" entered for each meal
- Daily Sign-In Sheets with initials entered by client for each meal
- Associated Client Intake Forms (originals; must be completed July 1, 2018 or later)
- Client Deactivation Request
- Nutrition Volunteer Summary Report
- Food Preparation Center Food Service Check Sheet

Quarterly Reports ***Due 15th of month following reporting period***

- **Title III B California Legal Services** Quarterly Aggregate Report *(CDA 1022)*
- **Title VII (b) Elder Abuse Prevention** Quarterly Activity Report *(CDA 1037)*

Quarterly Reports ***Due 30th of month following reporting period***

- **Long-Term Care Ombudsman Program**
  - Copy of completed Quarterly Ombudsman Reporting Form *(OSLTCO S301)* as submitted to the California Department of Aging
    - Attach program performance data from the Ombudsman Data Integration Network for July 1st through last day of reporting quarter

APPENDIX F

FRESNO-MADERA AREA AGENCY ON AGING SANCTION POLICY

I. At-Risk Designation

Title 45 of the Code of Federal Regulations (45 CFR), sections 74.14 and 92.12, defines factors that determine if an Agreement with a Contractor is at risk. In accordance with 45 CFR, the Fresno-Madera Area Agency on Aging (Agency on Aging) may consider an Agreement with a Contractor to be at-risk if the Agency on Aging determines that the Contractor:

A. Has a history of unsatisfactory performance, for which examples include, but are not limited to:

1. Grant funds are not obligated properly, are not disbursed, or are not spent for the contracted purpose;
2. Financial reports do not include program income and the required match of funds;
3. The quantity of service units provided is less than 95% of the projected level at any time following the third month of the Agreement period;
4. The Targeting Plan is not implemented as described in the Program Narrative section of the Agreement;
5. Complaints received from clients, their caretakers, or the general public indicate that the Contractor is not providing the contracted service at a satisfactory level.

B. Is not financially stable;

C. Has a management system which does not meet the management standards set forth in Article VI, Section B, *Accountability for Funds*, of this Agreement;

D. Has not conformed to terms and conditions of previous awards; or

E. Is otherwise not responsible, for which examples include, but are not limited, to:

1. Financial or program reports are late, incorrect, or incomplete;
2. Responses to corrective actions requested by the Agency on Aging are not provided by the due date;
3. Corrective action plans are not implemented by the due date;
4. Findings from a prior contract monitoring are repeated in a subsequent monitoring;

5. Failure to respond to telephone or written communications from the Agency on Aging in a timely manner; or

6. A violation of the law or failure to comply with any condition of this Agreement.

II. Sanctions

The Agency on Aging may impose sanctions (special conditions and/or restrictions) on the Contractor that correspond to the at-risk condition. Such sanctions may include:

A. Withholding of funds;

B. Requiring additional, more detailed, and/or more frequent financial and/or program reports;

C. Requiring preparation and implementation of an acceptable corrective action plan;

D. Additional contract monitoring;

E. Requiring the Contractor to obtain technical or management assistance;

F. Establishing additional prior approvals; and/or

G. Withholding authority to continue provision of service within a given funding period.

Sanctions may be imposed upon approval by the Executive Director of the Agency on Aging, with the exception of Item II.G above, which requires approval by the Agency on Aging Governing Board.

For sanctions identified in Items II.A through II.F above, the Agency on Aging will promptly remove sanctions once the conditions that prompted them have been corrected.

For the sanction identified in Item II.G above, the sanction will be removed when the Contractor takes corrective action satisfactory to the Agency on Aging and/or the Contractor has been restored to satisfactory status in accordance with the terms and conditions of this Agreement.

III. Notification to Provider

The Agency on Aging will provide written notification to the Contractor of any sanctions imposed via certified or overnight mail, return receipt requested. Such notification will include:

A. The nature of the sanctions;

B. The reason(s) for imposing them;

C. The effective date of the sanctions;

D. The legal or contractual citation upon which the sanction is based;

E. The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions; and

F. The Agency on Aging's appeal procedure for service providers.

IV. Unresolved At-Risk Condition(s)

Should the at-risk condition(s) remain unresolved following the imposition of sanctions, the Agency on Aging may proceed to terminate the Agreement with the Contractor, in accordance with the *Termination* section of this Agreement (Article XVII, Title III and Title VI Area Plan Contracts; Article XVI, Health Insurance Counseling and Advocacy Program Contract).

APPENDIX G

FRESNO-MADERA AREA AGENCY ON AGING
APPEAL PROCEDURE FOR SERVICE PROVIDERS

I. Actions Subject to Appeal

A. A contracted or potential provider of service (service provider) has the right to appeal an adverse determination made by the Fresno-Madera Area Agency on Aging (Agency on Aging). The actions below shall be considered adverse determinations that are subject to appeal [Title 22 CCR §7704 (c)(1) – (c)(3)(C)]:

1. A reduction in the level of funding to an existing Contractor during an Agreement period; however, a reduction directly attributable to a reduction in the funding to the Area Agency on Aging by the State or federal government shall not be considered an adverse determination.
2. A cancellation or termination of an existing Agreement with the Contractor prior to the Agreement's expiration date.
3. Denial of an application to provide services when any of the following exist:
    a) The presence of a conflict of interest, real or apparent, as specified in 45 CFR 92.36(b)(3);
    b) The occurrence of a procedural error or omission, such as the failure of the Agency on Aging to include a federal mandate in its solicitation request;
    c) The lack of substantial evidence to support the Agency on Aging's action.

II. Method of Notification

A. The service provider shall provide notification of appeals, and the Agency on Aging shall provide notification of subsequent appeals determinations, by certified or overnight mail, return receipt requested, or by personal delivery in writing.

B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging, 3837 North Clark Street, Fresno, CA 93726.

C. The Agency on Aging shall transmit notification to the address listed on the service provider's appeal; if this address differs from the address listed on page 1 of the service provider's Agreement with the Agency on Aging, the Agency on Aging shall transmit a copy of the notification to the address contained on page 1 of the Agreement.

D. The Agency on Aging shall include a copy of this Appeal Procedure for Service Providers with all notifications to service providers of adverse appeals determinations.

III. Process

A. The service provider shall give notice of intent to appeal to the Executive Director of the Agency on Aging within ten (10) business days of the Agency on Aging's notice of adverse determination. The notice of intent to appeal shall be in writing, must state the specific grounds upon which the action by the Agency on Aging is appealed, and must be accompanied by all supporting documents.

B. The Executive Director of the Agency on Aging shall investigate the appeal and issue a written determination to the service provider within fifteen (15) business days of receipt of the appeal. The determination shall set forth the Agency on Aging's position and specify applicable sections of the service provider's Agreement with the Agency on Aging, government regulations, government statutes, or other provisions relied upon.

C. If the service provider is dissatisfied with the Agency on Aging Executive Director's determination, the service provider may appeal to the Executive Committee of the Agency on Aging Governing Board within ten (10) business days of the date of the Agency on Aging Executive Director's written determination. The appeal shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.

D. The Executive Committee of the Agency on Aging Governing Board (Executive Committee) shall, within fifteen (15) business days of receipt of the service provider's appeal:

1. Review the service provider's appeal, considering any additional evidence or documentation provided by the Agency on Aging Executive Director;

2. Determine if the appeal should be denied, or if a recommendation should be made to the full Agency on Aging Governing Board at its next scheduled meeting to take action to grant the appeal; and

3. Provide written notification of its determination to the service provider.

E. If the service provider is dissatisfied with the Executive Committee's determination, the service provider may request a hearing before the full Agency on Aging Governing Board. The service provider must request the hearing within ten (10) business days of the Executive Committee's written notification of determination. The hearing request shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.

F. If the Agency on Aging Governing Board does not accept and implement the Executive Committee's recommendation to grant the service provider's appeal:

1. The Agency on Aging shall provide written notification to the service provider of the Governing Board's decision within two (2) business days following the decision;

2. The service provider may request a hearing before the Agency on Aging Governing Board. The service provider must request the hearing within ten (10) business days of the date of the notification of the Agency on Aging Governing Board's decision. The hearing request shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.

G. Upon receipt of the service provider's request for a hearing before the Agency on Aging Governing Board, the Agency on Aging will place the hearing on the agenda of the next regularly scheduled meeting of the Agency on Aging Governing Board, and provide the service provider with a copy of the published agenda.

1. The hearing before the Agency on Aging Governing Board shall consist of:

a) Receipt and review of all previously submitted documents concerning the appeal;

b) Submission in writing by the service provider of any additional information or documentation supporting the service provider's position;

c) An oral presentation by the service provider, not to exceed thirty (30) minutes; and

d) An oral presentation by the Agency on Aging Executive Director and/or Agency on Aging staff, not to exceed thirty (30) minutes.

2. At the conclusion of the hearing, the Agency on Aging Governing Board shall vote to accept or deny the service provider's appeal.

   a) If the appeal is denied, the Agency on Aging Governing Board shall notify the service provider in writing of the reason(s) the appeal was denied, including a statement that all appeal procedures to the Agency on Aging and its Governing Board have been exhausted, and of the service provider's right to appeal the Governing Board's decision to the California Department of Aging. Such notification shall include a copy of Sections 7700 through 7710 of Title 22 of the California Code of Regulations, which contains the process for appealing the determination to the California Department of Aging.

APPENDIX H

FRESNO-MADERA AREA AGENCY ON AGING
CONTACT LIST FOR SERVICE PROVIDERS

Telephone Number for All Contacts: (559) 600-4405

Linda Descoteaux Administrative Manager Email: ldescoteaux@fmaaa.org Fax: (559) 243-5918	Contract Administration Administrative & Program Monitoring (excluding Nutrition and Adult Day Care) Area Agency on Aging Area Plan and Updates Service Unit Planning and Performance Q Care Access Client Database Administration
Teresa Scheidt Senior Accountant Email: tscheidt@fmaaa.org Fax: (559) 243-5918	Budget Questions Financial Close-Out Reports Fiscal Monitoring Monthly Payments to Service Providers Quarterly Reports of Expenditures & Donation Revenue
Yvonne Hamilton Administrative Analyst Email: yhamilton@fmaaa.org Fax: (559) 243-5918	Monthly Service Unit Reports and Supporting Rosters Quarterly Service Unit Reports Client Intake Forms Congregate Meal Site Rosters & Daily Sign-In Sheets Nutrition Volunteer Summary Report
Stephanie Jenkins Program Coordinator Email: sjenkins@fmaaa.org Fax: (559) 243-5651	Congregate Nutrition Site Procedures Daily Congregate Meal Counts Nutrition Site Food Safety Nutrition Supply Order Forms Nutrition Site Monitoring Adult Day Care Site Monitoring
Peggy Bakeman Jessica Jacobo Lopez Program Coordinators Email: pbakeman@fmaaa.org jjacobolopez@fmaaa.org Fax: (559) 243-5651	Home-Delivered Meals: Discontinue or Restart Eligibility & Assessments Missed Deliveries Short-Term Temporary (STT) Program

Fresno-Madera Area Agency on Aging
3837 N. Clark St.
Fresno, CA 93726

APPENDIX I

FRESNO-MADERA AREA AGENCY ON AGING
EMERGENCY CONTACT INFORMATION

Information and Assistance:	(559) 600-4405 (800) 510-2020

Executive Director, Emergency Coordinator, and Public Relations Officer	Jean Robinson
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
After Hours Phone:	(559) 930-5847

Administrative Manager, Alternate Emergency Coordinator	Linda L. Descoteaux
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
After Hours Phone:	(559) 270-9939

APPENDIX J

COMMUNITY FOCAL POINTS LIST

CCR Title 22, Article 3, Section 7302(a)(14), 45 CFR Section 1321.53(c), OAA 2006 306(a)

Definition of Focal Point: *A facility established to encourage the maximum collocation and coordination of services for older individuals.* (42 USC Section 3002 (21))

Planning and Service Area 14 - Designated Community Focal Points		
Fresno County		
Fresno-Madera Area Agency on Aging	3837 N. Clark St.	Fresno, CA 93726
Clovis Senior Center	850 4th St.	Clovis, CA 93612
Coalinga Senior Center	220 E. Forest Ave.	Coalinga, CA 93210
Edwin Blayney Senior Center	108 N. 3rd St.	Fowler, CA 93625
Firebaugh Senior Center	1601 Thomas Conboy Ave.	Firebaugh, CA 93622
Huron Senior Center	16900 5th St.	Huron, CA 93234
Kerman Senior Center	720 S. 8th St.	Kerman, CA 93630
Kingsburg Senior Center	1450 Ellis St.	Kingsburg, CA 93631
Mary Ella Brown Community Center	1350 E. Annadale Ave.	Fresno, CA 93706
Mendota Senior Center	415 Sorenson Ave.	Mendota, CA 93640
Mosqueda Community Center	3670 E. Butler Ave.	Fresno, CA 93702
Orange Cove Senior Center	699 6th St.	Orange Cove, CA 93646
Pinedale Community Center	7170 N. San Pablo Ave.	Pinedale, CA 93650
Reedley Senior Center	100 N. East Ave.	Reedley, CA 93654
Sanger Senior Center	730 Recreation Ave.	Sanger, CA 93657
Sierra Oaks Senior and Community Center	33276 Lodge Rd.	Tollhouse, CA 93667
Ted C. Wills Community Center	770 N. San Pablo Ave.	Fresno, CA 93728
Madera County		
Chowchilla Senior Center	820 Robertson Blvd.	Chowchilla, CA 93610
Frank A. Bergon Senior Center	238 S. D St.	Madera, CA 93637
Pan-American Community Center	703 E. Sherwood Way	Madera, CA 93638
Ranchos/Hills Senior Center	37330 Berkshire Dr.	Madera Ranchos, CA 93636
Sierra Senior Center	49111 Cinder Ln.	Oakhurst, CA 93644

APPENDIX K

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Please complete and sign Internal Revenue Service Form W-9, which is provided on the next page.

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
City of Madera

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
205 West 4th Street

Requester's name and address (optional)

6 City, state, and ZIP code
Madera, CA 93637

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
9 4 - 6 0 0 0 3 6 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ Mark Etheridge **Date** ▶ 7/6/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

EXHIBIT A

TITLE III PROGRAM EXHIBIT
Title III C1 – Elderly Nutrition Program Site Management

I. Definitions Specific to Title III Programs:

A. **Program Requirements** is defined as Title III program requirements found in the Older Americans Act (OAA) [42 USC §3001-3058]; the Code of Federal Regulations (CFR) [45 CFR §1321]; the California Code of Regulations (CCR) [22 CCR §7000 et seq.]; California Department of Aging Program Memoranda; and California Retail Food Code (CRFC).

B. **Title III C1 Congregate Nutrition Services** is defined as nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI), and comply with the most current Dietary Guidelines for Americans. To be an eligible Title III C1 congregate nutrition site, the site must meet all of the following criteria:

1. Be open to the public [45 CFR §1321.53(b)(3)].
2. Not means test [OAA §315(b)(3)].
3. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service [OAA §315(b)(4)] [22 CCR §7638.9].
4. Not receive funds from another source for the cost of the same meal, equipment, or services [2 CFR §200.403(f)].

C. **Title III C2 Home-Delivered Nutrition Services** is defined as nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI), and comply with the most current Dietary Guidelines for Americans.

D. **Eligible Service Population** is defined as individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, individuals with limited English proficiency, and older individuals residing in rural areas. [OAA §305(a)(2)(E)] [22 CCR §§7125, 7127, 7130, 7135 and 7638.7].

E. **Site Management** is defined as 1) oversight and responsibility for the day-to-day operations of an Elderly Nutrition Program nutrition site with respect to meals; 2) oversight of and responsibility for Elderly Nutrition Program staff and volunteers, including provision of required program training; 3) collection of required Elderly Nutrition Program data from program participants; 4) keeping records and preparing reports concerning meals ordered and served, nutrition volunteer hours, and donations; and 5) ensuring the Elderly Nutrition Program nutrition site meets all federal, state, and local regulations, including applicable licensing laws and ordinances related to food service operations and sanitation.

F. **CRFC** means the California Retail Food Code, which is a uniform statewide health and sanitation standard for food facilities, found in Section 113700 et seq., California Health and Safety Code.

G. **Urban**, for purposes of this Agreement, is defined as: 1) urbanized areas (a central place and its adjacent densely settled territories with a combined minimum population of 50,000; and 2) and incorporated place or a census designated place with 20,000 or more inhabitants. A rural area is any area that is not defined as urban.

H. **Eligible Participant** is defined as:

1. Congregate Meals: Individuals eligible to receive a meal at a congregate nutrition site are:
    a. Any older individual (sixty (60) years of age or older).
    b. The spouse of any older individual.
    c. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
    d. A disabled individual who resides at home with and accompanies an older individual who participates in the program.

    [22 CCR §7638.7(a)(1)-(4)]

2. Volunteer Meals

   a. The Contractor may offer a meal to a volunteer under age sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR §7638.7(b)(1)]

   b. The Contractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR §7638.7(b)(2)]

3. Home-Delivered Meals: Individuals eligible to receive a home-delivered meal are:

   a. Any older individual (sixty (60) years of age or older) who is frail (as defined in paragraphs i. 1) and i. 2) below); homebound by reason of illness or disability; or otherwise isolated. [22 CCR §7638.7(c)(1)] These individuals shall be given priority in the delivery of services. [45 CFR §1321.69(a)]

      i. Frail means that an older individual is determined to be functionally impaired because the individual either:

         1) Is unable to perform at least two activities of daily living, including bathing, toileting, dressing, feeding, breathing, transferring, and mobility and associated tasks, without substantial human assistance, including verbal reminding, physical cueing, or supervision; [22 CCR §7119(a)] or

         2) Due to a cognitive or other mental impairment, requires substantial supervision because the older individual behaves in a manner that poses a serious health or safety hazard to the individual or to others. [22 CCR §7119(b)]

   b. A spouse of an eligible individual as described in item H.2.a above, regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual. [22 CCR §7638.7(c)(2)]

   c. An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program. [22 CCR §7638.7(c)(3)]

   [22 CCR §7638.7(c)]

I. **Current Meal Rate** is defined as the current vendor meal rate plus an additional amount established by the Fresno-Madera Area Agency on Aging (Agency on Aging) to recover costs associated with this process.

J. **Eligible Meal** is defined as meals served to an eligible participant which provide one-third (1/3) of the Dietary Reference Intakes (DRI), and complies with the most current Dietary Guidelines for Americans.

K. **Volunteer** means an individual who provides services without pay, but may receive reimbursement for expenses, and who has been provided with orientation and Agency on Aging mandated training in compliance with Title 22, CCR §7635.5.

II. Scope of Work

The service provider is charged with providing site management services to the "eligible service population" within the service provider's area of influence as specified in Exhibit E, Item 2 of this Agreement.

A. Assurances

1. The service provider will comply with all the Program Requirements and those required under the California Retail Food Code (CRFC).

2. Meal Count Allocation

   a. The service provider will be charged at the current established meal rate for all meals ordered in excess of the number of eligible meals served to the Eligible Participants within the Title III C program. Participant eligibility is as defined in Title 22, CCR, Article 5, §7638.7.

   b. The Agency on Aging reserves the right to allocate meal quantities for the Elderly Nutrition Program. The service provider may be held financially responsible, at the Current Meal Rate, for all meals ordered which exceed the site's assigned allocation. The Agency on Aging has the option to increase or decrease the meal target allocations to individual sites in the event of changes in available funding, or changes in average service levels at individual meal sites.

   c. Only those meals that are served to an eligible participant which provide one-third (1/3) of the Dietary Reference Intakes (DRI), and comply with the most current Dietary Guidelines for Americans, are allowable and counted as meals served.

3. Site Management Responsibilities

In compliance with Title 22, CCR, Article 5, and the Agency on Aging Nutrition Policies and Procedure Manual provided to the service provider's site coordinator, the service provider will:

a. Assure accurate and timely completion of Client Intake forms, client rosters, daily meal sign-in sheets, Client Deactivation requests, and Nutrition Volunteer Summary reports for the Congregate and Home-Delivered Meals programs;

b. Verify and order meal counts for Congregate (C1) and Home-Delivered (C2) meals no later than 12:00 noon the business day prior to the service day;

c. Monitor daily meal service numbers to maintain total monthly meals ordered near or at allocation levels (however, this is not to be construed that the service provider is precluded from serving above allocation levels assigned by the Agency on Aging by using donations or other sources of revenue to supplement the number of meals;

d. Comply with all Title III C Program and CRFC requirements for client eligibility, and meal service safety and sanitation practices;

e. Maintain separate and verifiable records of all program income and expenses for Congregate (C1) and Home-Delivered (C2) meals (all donations received from C1 clients must be expended on C1 costs, and all donations received from C2 clients must be expended on C2 costs);

f. Assess new and continuing home-delivered meal clients for program eligibility. Reassessments of home-delivered meal clients are to be completed quarterly, alternating two in-home visits per year with two telephone reassessments;

g. Assess new and continuing Congregate Meals clients for program eligibility. Congregate Meals client reassessments are to be conducted at least once during each fiscal year.

h. Ensure client records are available only to authorized service staff assisting the individual, and keep client records in a secure, locked file cabinet to protect client confidentiality.

i. Recruit volunteers as needed to provide in-center services for the Congregate (C1) and Home-Delivered (C2) Meals programs, and provide orientation, training, and supervision. A minimum of four hours of training shall be provided

annually for all volunteer food service staff, to include, at a minimum:

i) Food safety, prevention of foodborne illness, and Hazard Analysis and Critical Control Points (HACCP) principles.

ii) Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.

j. Identify and make known available services to eligible individuals through outreach efforts in their community;

k. Attend Agency on Aging Site Management in-service training meetings as required;

l. Comply with all Agency on Aging monthly memos and other Agency on Aging correspondence;

m. Procure and maintain food service and cleaning supplies inventories;

n. Post menus in a location easily seen by participants at each congregate meal site; ensure menus are legible and easy to read in the language of the majority of the participants; and ensure menus are available in large print;

o. Not preclude the service of a congregate meal to a participant who has failed to make a reservation, when food is available;

p. Have a paid staff member, or volunteer, designated to be responsible for the day-to-day activities at each congregate meal site, and physically be on-site during the time that Elderly Nutrition Program activities are taking place;

q. Have restrooms, lighting, and ventilation which meet the requirements of the CRFC;

r. Include procedures for obtaining the views of Congregate Meals Program participants about the services received;

s. Have equipment at congregate meal sites, including tables and chairs, that are sturdy and appropriate for older individuals. Tables shall be arranged to assure ease of access and encourage socialization;

t. Provide a welcoming, pleasant dining environment for congregate meals that affords older adults an opportunity for socialization with their peers and enhancement of a healthy and enriching lifestyle; and

u. Observe any physical or emotional changes in participants' conditions and report any cases of known or suspected elder abuse to local law enforcement.

Additional Assurances

A. Facilities shall be properly maintained by the service provider with regards to repairs and maintenance, cleanliness, accessibility, etc.

B. The service provider must submit the reports specific to this program as listed in Appendix E of this Agreement.

C. All reports required by the Agency on Aging must be submitted by the due dates listed in Appendix E of this Agreement.

D. The service provider shall have a plan to ensure accuracy of data from all levels. This plan shall include a method for the service provider to verify the accuracy of their data prior to submission to the Fresno-Madera Area Agency on Aging.

IV. Approved Holidays for Nutrition Sites

There are a total of nine recognized holidays (ten days) in which food service will not be provided by central kitchens to congregate meal sites and sites are assumed to be closed:

Independence Day	Wednesday, July 4, 2018
Labor Day	Monday, September 3, 2018
Veterans Day	Monday, November 12, 2018
Thanksgiving Holiday	Thursday, November 22, 2018 and Friday, November 23, 2018
Christmas Holiday	Tuesday, December 25, 2018
New Years Holiday	Tuesday, January 1, 2019
Martin Luther King Jr. Day	Monday, January 21, 2019
Presidents Day	Monday, February 18, 2019
Memorial Day	Monday, May 27, 2019

(Revised May 2018)

FRESNO - MADERA AGENCY ON AGING
PERSONNEL BUDGET DETAIL: FY 2018-19

CONTRACTING AGENCY: City of Madera **CONTRACT NO:** 19-0147

PROGRAM: Title III C1 - Elderly Nutrition Program Site Management **REVISION NO:**

A. POSITION TITLE		B. FTE % (40 Hrs = 100%)	C. FULL ANNUAL SALARY	D. % OF TIME ON PROGRAM	E. FMAAA GRANT	F. PROGRAM DONATIONS	G. DONATIONS C-2	H. MATCHING FUNDS	I. NON-MATCHING FUNDS	J. TOTAL PERSONNEL COSTS
Community Service 1. Coordinator	Salary	100.0%	51,929	50.00%		1,090	909	23,965		25,964
2. Program Leader Bergon	Salary	75.0%	18,720	50.00%	9,360					9,360
3. Program Leader Bergon	Salary	37.5%	8,580	46.67%	1,858			2,146		4,004
4. Program Leader Pan Am	Salary	75.0%	18,720	50.00%	9,360					9,360
5. Program Leader Pan Am	Salary	37.5%	8,580	46.67%				4,004		4,004
6.	Salary									
7.	Salary									
8.	Salary									
9.	Salary									
10.	Salary									
Total Salaries			*Page 2 Line 1 a ----->*		20,578	1,090	909	30,115		52,692
Total Payroll Taxes			*Page 2 Line 1 b ----->*		926	21	17	556		1,520
Total Benefits			*Page 2 Line 1 c ----->*		2,496	689	574	15,404		19,163
TOTAL PERSONNEL COSTS			*Page 2 Line 1 ----->*		24,000	1,800	1,500	46,075		73,375

NOTE: If there is more than one employee per position, list each separately. Use additional pages as necessary.

IN-KIND PERSONNEL COSTS DESCRIPTION OF WORK PERFORMED	NUMBER OF VOLUNTEERS	AVE. ANNUAL HOURS PER VOLUNTEER	TOTAL ANNUAL HRS	RATE PER HOUR	TOTAL IN-KIND

(Revised May 2018)

FRESNO - MADERA AREA AGENCY ON AGING
PROGRAM BUDGET BY INCOME SOURCE: FY 2018-2019

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III C1 - Elderly Nutrition Program Site Management

CONTRACT NO: 19-0147
REVISION NO:

CATEGORY	A. FMAAA GRANT	B. PROGRAM DONATIONS	C. DONATIONS C-2	D. MATCHING FUNDS	E. NON-MATCHING FUNDS	F. TOTAL CASH	G. IN-KIND MATCH
1. SALARIES & BENEFITS							
a. Salaries	20,578	1,090	909	30,115		52,692	
b. Payroll Taxes	926	21	17	556		1,520	
c. Employee Benefits & Work. Comp.	2,496	689	574	15,404		19,163	
1. PERSONNEL COSTS	24,000	1,800	1,500	46,075		73,375	
2. TRAVEL AND TRAINING							
a. Staff Travel							
b. Volunteer Travel							
c. Training							
2. TRAVEL AND TRAINING							
3. EQUIPMENT PURCHASE (*)							
4. CONSULTANTS							
5. MEALS							
6. PROGRAM/SITE SUPPLIES (**)							
7 OTHER COSTS:							
a. Liability Insurance							
b. Telephone							
c. Office Supplies							
d. Postage							
e. Building Rent							
f. Building Maintenance							
g. Equipment Maintenance							
h. Vehicle Maintenance							
i. Utilities							
j. Printing							
k. Memberships/Licenses							
l. Subscriptions/Publications							
m. Advertising							
n.							
o.							
7. OTHER COSTS:							
TOTAL DIRECT COSTS	24,000	1,800	1,500	46,075		73,375	
8. INDIRECT COSTS (Attach narrative)							
TOTAL COSTS	24,000	1,800	1,500	46,075		73,375	

* List all proposed equipment purchases on page 4. (Equipment is an asset with a per item purchase price in excess of **$500 including taxes, shipping and installation**)
** List all proposed purchases on page 4 of **single or individual** items with a cost in excess of **$100 including taxes, shipping and installation.**

(Revised May 2018)

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF FUNDING SOURCES: FY 2018-19

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III C1 - Elderly Nutrition Program Site Management

CONTRACT NO: 19-0147
REVISION NO:

	PROGRAM	
	B. CASH	C. IN-KIND
1. FMAAA Grant	24,000	
2. Program Donations:		
Current Year Program Donations	1,800	
Deferred Donations		
3. Home-Delivered Nutrition (C-2) Donations:		
Current Year Home-Delivered Nutrition (C-2) Donations	1,500	
Deferred Home-Delivered Nutrition (C-2) Donations		
4. Matching Funds - Cash & In-Kind (List Source):		
a. City of Madera General Fund	46,075	
b.		
c.		
d.		
5. Non-Matching Funds [Federal Funds/Other Program Match] - Cash & In-Kind (List Source):		
a.		
b.		
c.		
6. TOTAL FUNDING *(These totals must agree with the totals shown at the bottom of Page 2 column F and G)*	73,375	
Total from Page 2, Columns F and G	73,375	
Variance (must be zero)	*0*	*0*

(Revised May 2018)

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF PROGRAM/SITE SUPPIES AND EQUIPMENT PURCHASES: FY 2018-19

CONTRACTING AGENCY: City of Madera — CONTRACT NO: 19-0147

PROGRAM: Title III C1 - Elderly Nutrition Program Site Management — REVISION NO:

	ITEM QUANTITY (Must List number)	Item Type / Descripton	Estimated Month of Purchase	Estimated per unit purchase cost (***)	How is the item to be used for the program the grant is funding?	Estimated amount paid by FMAAA / GRANT funding	Estimated amount paid by DONATION funding	Estimated amount paid by MATCH funding
1	PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING $100 PER INDIVIDUAL OR SINGLE ITEM:							
a								
b								
c								
d								
e								
f								
g								
h								
i								
j								
k								
l								
m								
n								
o								
p								
q								
	TOTAL PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING $100 PER INDIVIDUAL OR SINGLE ITEM:							
2	PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING $500 PER INDIVIDUAL OR SINGLE ITEM:							
a								
b								
c								
d								
e								
	TOTAL PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING $500 PER INDIVIDUAL OR SINGLE ITEM:							

*** Costs to include estimated purchase of the individual / single item to be purchased, any taxes, any shipping and installation costs.

EXHIBIT C

ANNUAL SUMMARY OF ACTIVITIES

PROGRAM: Elderly Nutrition Program Site Management

SERVICE PROVIDER: City of Madera

CONTRACT NUMBER: 19-0147

SITES: Two Sites in City of Madera (see below)

CONTRACT EFFECTIVE: July 1, 2018 to June 30, 2019

GOAL: The goal of the Elderly Nutrition Program is to reduce hunger and food insecurity; promote health and well-being; promote socialization; and delay adverse health conditions of older individuals.

DEFINITION: **Site Management** is defined as 1) oversight and responsibility for the day-to-day operations of an Elderly Nutrition Program nutrition site with respect to meals; 2) oversight of and responsibility for Elderly Nutrition Program staff and volunteers, including provision of required program training; 3) collection of required Elderly Nutrition Program data from program participants; 4) keeping records and preparing reports concerning meals ordered and served, nutrition volunteer hours, and donations; and 5) ensuring the Elderly Nutrition Program nutrition site meets all federal, state, and local regulations, including applicable licensing laws and ordinances related to food service operations and sanitation.

Congregate Nutrition Meal Sites
Frank Bergon Senior Center
Pan American Community Center

Meals are subject to allocation and reallocation at any time by the Agency on Aging based upon available funding and nutrition program participation. When allocations are imposed, any meals allocated but not served revert to the Agency on Aging for reallocation.

EXHIBIT D

PROGRAM COST EFFICIENCY

Not Applicable –

Elderly Nutrition Program
Site Management

EXHIBIT E
PROGRAM NARRATIVE

1. AGENCY'S HISTORY OF SERVICE TO OLDER ADULTS

City of Madera	1907
Organization Name	**Year Established**

Type of Organization (Check One)			
X	City Government		Non-Profit 501(c)(3)
	County Government		For-Profit
	Joint Powers Authority (JPA)		Other: _____

List programs/services your organization provides for older adults, and the number of years your organization has provided the program/service.	
Program/Service	# of Years
Congregate Nutrition	34
Transportation	19
Health & Wellness Presentation / Fitness Classes	15
Recreational Activities	34

2. SERVICE AREA

Where will the contracted program be provided?		
Street Address	City	Zip Code
Frank Bergon Senior Center 238 South D Street	Madera	93638
Pan-American Community Center 703 E Sherwood Way	Madera	93638

EXHIBIT E
PROGRAM NARRATIVE

3. LANGUAGE TRANSLATION NEEDS & PROVISIONS

	Enter an "X" in the boxes below to indicate who speaks the language listed to the left.		
	Program Participants	Program Staff	Program Volunteers
English	x	x	x
Spanish	x	x	x
Hmong			
Arabic			
Armenian			
Cantonese			
Farsi (Persian)			
Filipino (Pilipino/Tagalog)			
Hindi			
Japanese			
Khmer (Cambodian)			
Khmu			
Korean			
Lao			
Mandarin (Putonghua)			
Mien (Yao)			
Mixteco			
Portuguese			
Punjabi			
Russian			
Thai			
Ukrainian			
Urdu			
Vietnamese			
Other:_____			

What resources does your organization use, or have available to use, when interpretation is needed for a program participant?
The City of Madera has a translation technology system from an institute of Local Government (ILG) grant. The system is available to residents at council meetings and other large community events. Fifty such devices are available for special presentations to the senior population; they can also be used for those who are hearing impaired.

How does your organization provide the contracted service to individuals who speak a language that is not spoken by program staff or volunteers?
There are several City staff and volunteers who are fluent in Spanish which is the common spoken other language. If other languages are needed, staff is available to assist.

4. CONFIDENTIALITY PROCEDURES

How does your organization protect the confidentiality of the program participant during verbal discussions? *(For example, asking the program participant for their date of birth, phone number, and any other information that identifies the individual and is needed to complete the client intake form)*
Confidentiality with participants is done in a private closed office.

How does your organization protect confidential information obtained from program participants, such as client intake forms, from disclosure?
Staff completes the intake form in a closed office and all records are kept in a locked cabinet and secured in the designated area. In-service regarding the need for confidentiality is continually given at staff meetings and no information is provided without the Director's approval.

EXHIBIT E
PROGRAM NARRATIVE

Contracted Program:	Title III C Nutrition Site Management

5. PROGRAM DESCRIPTION

Provide a brief description of how your organization provides the contracted program.
Nutrition site management is provided at two senior centers located in the City of Madera. The two sites serve a nutritious meal to senior aged 60+ during the weekday (excluding Holidays). Program leaders are responsible for food safety awareness and guidelines as set forth by the Agency on Aging registered dietician. There is an opportunity to foster nutrition and health education programs and have guest speakers/presentation.

What was the primary accomplishment achieved by the contracted program in the past year?
By having a nutrition meal program, we are able to assist the homeless and low income senior with a balanced meal they might otherwise not have due to lack of resources. An added bonus is the senior can socialize and eat a meal together.

Please describe another accomplishment achieved by the contracted program in the past year.
The nutrition program provided at our two senior sites 15,762+ senior meals which is an increase over last year by 1,460 meals. The meals contained fresh fruits and vegetables daily along with a variety of salads (summer months only) that they may not have had due to financial situations.

6. CASE STUDY

Briefly describe how the contracted program successfully met the needs of a program participant in the past year. Do not use real names.
A senior shares: I have been coming to the Frank Bergon Center for around 15 years. It gives me a place to come and enjoy myself and relax. I take care of my husband who had a stroke, and it gives me a little outing. I come down, have coffee and snacks and also a very good lunch. Thank you very much for a place to go.

EXHIBIT E
PROGRAM NARRATIVE

7. STAFFING

Please provide the names and titles of all staff listed in the Personnel section of the contract budget (Exhibit B).

Name	Title
Corinne Long	Community Service Coordinator
Monica Estrada	Program Leader – Frank Bergon
Martha Pleitz	Program Leader – Pan American
Lauren Magdaleno	Program Leader – Frank Bergon
Marcella Zamilpa	Program Leader – Pan American

***Please provide the name and contact information for the person who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.**

Corinne Long	Community Services Coordinator
Name	*Title*
559-661-5489	cfolk@cityofmadera.com
Telephone Number	*E-mail Address*

→ ***Attach the following documents to the "Documents Required to Execute Contract" checklist:**

- The **job description** for this position;
- The **resume** for the person occupying this position.

8. SERVICE PROVIDER TIME FRAME

What days and hours will the Nutrition Site Management program be available? *(Please note that these are not necessarily the same hours your organization/facility is open.)*

Location	Days Open	Start Time	Close Time
Frank Bergon Senior Center	M-T-W-Th-F	10:00 am	1:00 pm
Pan-American Community Center	M-T-W-Th-F	10:00 am	1:00 pm

Month	Enter Dates of Holidays & Other Planned Closures	Total Days Service to be Provided
July 2018	7/4/18	20
August 2018		23
September 2018	9/3/18	19
October 2018	10/8/18	22
November 2018	11/12/18, 11/22/18, 11/23/18	19
December 2018	12/25/18	19
January 2019	1/1/19, 1/21/19	21
February 2019	2/18/19	19
March 2019		21
April 2019		23
May 2019	5/27/19	22
June 2019		20
Total Days of Contracted Service to be Provided under this Agreement:		**248**

9. PROGRAM EVALUATION/IMPROVEMENT

In reviewing the past year's performance, identify areas that your organization could focus on for improvement of the contracted program.
Volunteer's retention rate still continues to be low, so we are training other part-time staff to assist the site program leader with making wellness calls to our nutrition participants who have not attended during the last month.

How would participants of the contracted program benefit from these improvements?
➢ Placing nutrition calls will enable staff to inquire about their wellness and give opportunity to provide resource information, if needed. ➢ Placing the calls will assist staff in providing menu information and generate regular program attendance and a healthier participant. ➢ During the call the participant will not feel isolated and our goal is to let them know they are valued and missed and invite them back.

Describe the specific steps your organization will take to make these improvements during the current fiscal year.
➢ Schedule specific private time for staff to make calls ➢ Provide staff with training and resource information to offer participants ➢ Give staff the annual on-line confidentiality training ➢

Describe how you will know if your improvement efforts are successful, and how you will measure your achievements.
➢ Response from participants during the wellness call ➢ Increase in nutrition meals ordered ➢ Sign in sheets will provide the participant data

10. OUTREACH ACTIVITIES/TARGETING PLAN *(22 CCR § 7310, WIC § 9103)*

How does your organization reach **older adults in greatest economic need** *(income level at or below the Federal Poverty Level)* to inform them of the contracted program and welcome them to participate?
Providing information at food giveaways and farmers markets. By attending other partner events in the community. Continued partnerships with agencies such as Madera Home Health, Camarena Health Center, and Madera Food Bank.
How does your organization reach **older adults who are socially isolated** *(need caused by non-economic factors)* to inform them of the contracted program and welcome them to participate?
Though our City of Madera website information is available to the isolated seniors in the community. Our connection with Madera Home Health, Public Health Department, Behavioral Health and others benefit the isolated senior through information sharing. The Home Delivered Meal Programs provides opportunity for the City of Madera Activity guide to be given to the isolated senior and information is contained in the guide.
How does your organization reach **older adults who are of lesbian, gay, bisexual, or transgender orientation** to inform them of the contracted program and welcome them to participate?
The City of Madera activity guide is available on our City website that contains information. Our presence at local partner events with information. We post information on our facebook page, which all seniors can have access to.
How does your organization reach **older adults who are ethnic minorities,** and particularly those with greatest economic and/or social need, to inform them of the contracted program and welcome them to participate?
Our partnership with local agencies that serve these particular senior needs, gives us the opportunity to reach many seniors who might not come to the senior centers or utilize social media. Though education to our partners we become a resource for the senior. We attend many community events where the information is shared.

EXHIBIT E
PROGRAM NARRATIVE

How does your organization reach **older adults who are Native Americans** to inform them of the contracted program and welcome them to participate?
Through the postings on facebook and the City of Madera website where the activity guide is available. Our partnerships with local agencies that serve the Native American senior have available information to share with the senior or refer them to us.
How does your organization reach **older adults with limited English proficiency** to inform them of the contracted program and welcome them to participate?
Seniors who attend the senior center can ask the Program Leader for assistance. Our Program Leaders speak Spanish. The activity guide on our City of Madera website is available in English and Spanish. Partnerships with Camarena Health, Public Health Department provide us with opportunities to be a resource for their participants.
How does your organization reach **older adults who live in rural areas** to inform them of the contracted program and welcome them to participate?
Information is listed in the City of Madera activity guide which is given out at rural commodities/food distribution sites. Our partnership with Madera Food Bank, Public Health Department, and Camarena Health provides us with opportunities to be a resource for their participants who attend their community events.
How does your organization reach **older adults with severe disabilities** *(severe, chronic physical and/or mental impairment that is likely to continue indefinitely & results in substantial functional limitation in 3 or more major life activities)* to inform them of the contracted program and welcome them to participate?
We have partnerships with local agencies that serve this senior population in our community. Through their programs we are able to share the information regarding senior meals. Caregivers have the opportunity to look at our City of Madera website for more information.
How does your organization reach older adults with **Alzheimer's disease or related disorders** with neurological & organic brain dysfunction, and the caregivers of the individuals, to inform them of the contracted program and welcome these older adults to participate?
Through our community events and partnerships, we are able to provide information regarding our senior meals. Information is available on our City of Madera website through the activity guide.

EXHIBIT F

SERVICE PROVIDER EMERGENCY RESOURCE INFORMATION

Please complete for each location from which contracted services are offered.

Organization	City of Madera
Site Name	Frank Bergon Senior Center
Street Address	238 South D Street
City/ST/Zip	Madera, CA 93638

Primary Contact	Corinne Long		
Job Title	Community Services Coordinator	E-mail	cfolk@cityofmadera.com
Office Phone	559-661-5489	Cell Phone	559-232-3380

Secondary Contact	Mark Etheridge		
Job Title	Business Manager	E-mail	Metheridge@cityofmadera.com
Office Phone	559-661-5492	Cell Phone	

Please check all emergency services that could be provided from this site:			
	Emergency Power/Generator		CB Radio
x	Emergency First Aid		Ham Radio
x	Cooking Facilities	x	Internet Access
x	Distribution Site for Food & Water	x	Spanish Translation
	Counseling Services		Sign Language Translation
	Home/Neighborhood Cleanup		Other Translation:

	Yes	No
Can this site provide temporary shelter space for 48 hours or more in the event of an emergency?	x	
Is this site able to help with assessing the needs of older individuals in the neighborhood or community following a disaster?	x	
Following a major disaster, can this site help transport older individuals to disaster services?		x
Does this site have a dedicated vehicle that is lift-equipped?		x
Given the resources, can this site expand meal services following a disaster to meet needs in the community?	x	

How many people can this facility provide emergency shelter for?	100
How many days can this facility function using its back-up power source?	0
How many gallons of water are stored on-site as an emergency supply?	0

Please list any additional services your site can provide in the event of a disaster:

EXHIBIT F

SERVICE PROVIDER EMERGENCY RESOURCE INFORMATION

Please complete for each location from which contracted services are offered.

Organization	City of Madera
Site Name	Pan American Community Center
Street Address	703 East Sherwood Way
City/ST/Zip	Madera, CA 93638

Primary Contact	Corinne Long		
Job Title	Community Services Coordinator	E-mail	cfolk@cityofmadera.com
Office Phone	559-661-5489	Cell Phone	559-232-3380

Secondary Contact	Mark Etheridge		
Job Title	Business Manager	E-mail	Metheridge@cityofmadera.com
Office Phone	559-661-5492	Cell Phone	

Please check all emergency services that could be provided from this site:			
	Emergency Power/Generator		CB Radio
x	Emergency First Aid		Ham Radio
x	Cooking Facilities	x	Internet Access
x	Distribution Site for Food & Water	x	Spanish Translation
	Counseling Services		Sign Language Translation
	Home/Neighborhood Cleanup		Other Translation:

	Yes	No
Can this site provide temporary shelter space for 48 hours or more in the event of an emergency?	x	
Is this site able to help with assessing the needs of older individuals in the neighborhood or community following a disaster?	x	
Following a major disaster, can this site help transport older individuals to disaster services?		x
Does this site have a dedicated vehicle that is lift-equipped?		x
Given the resources, can this site expand meal services following a disaster to meet needs in the community?	x	

How many people can this facility provide emergency shelter for?	390
How many days can this facility function using its back-up power source?	0
How many gallons of water are stored on-site as an emergency supply?	0

Please list any additional services your site can provide in the event of a disaster:

Internal Revenue Service

Date: October 3, 2007

CITY OF MADERA
FINANCE DEPARTMENT
205 W 4TH ST
MADERA CA 93637-3527 050

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Mrs. Bonnie Lawson #17-57098
Customer Service Representative
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
94-6000365

Dear Sir or Madam:

This is in response to your request of October 3, 2007, regarding your organization's federal tax status.

Our records indicate that your organization may be a governmental instrumentality or a political subdivision of a state.

No provision of the Internal Revenue Code imposes a tax on the income of governmental units (such as states and their political subdivisions). Therefore, it has been the position of the Service that income of governmental units is not generally subject to federal income taxation. If, however, an entity is not itself a governmental unit (or an "integral part" thereof), its income will be subject to tax unless an exclusion or exemption applies.

One exclusion is provided by section 115(1) of the Code, which excludes from gross income:

> "...income derived from ... the exercise of any essential governmental function and accruing to a State or any political subdivision thereof ..."

Your organization's income may not be subject to tax, either because the organization is a governmental unit (or an "integral part" thereof), or because the income is excluded under section 115. In addition, your organization may also be eligible to receive charitable contributions, which are deductible for federal income, estate, and gift tax purposes. Also, your organization is probably exempt from many federal excise taxes.

Your organization may obtain a letter ruling on its status under section 115 by following the procedures specified in Rev. Proc. 2002-1 or its successor.

Your organization may also qualify for exemption from federal income tax as an organization described in section 501(c)(3) of the Code. If the organization is an entity separate from the state, county, or municipal government, and if it does not have powers or purposes inconsistent with exemption (such as the power to tax or to exercise enforcement of regulatory powers), your organization would qualify under section 501(c)(3). To apply for exemption, complete Form 1023 and pay the required user fee.

Sometimes governmental units are asked to provide proof of their status as part of a grant application. If your organization is applying for a grant from a private foundation, the foundation may be requesting certain information from your organization because of the restrictions imposed by the Code on such foundations. One such restriction imposes a tax on private foundations that make any "taxable expenditures." Under section 4945(d) and (h) of the Code, "taxable expenditures" include (1) any grant to an organization (unless excepted), unless the foundation exercises "expenditure responsibility" with respect to the grant; and (2) any expenditure for non-charitable purposes. Under section 4942 of the Code, private foundations must also distribute certain amounts for charitable purposes each year--"qualifying distributions"--or incur a tax on the undistributed amount. "Qualifying distributions" include certain amounts paid to accomplish charitable purposes.

Private foundation grants to governmental units for public or charitable purposes are not taxable expenditures under these provisions, regardless of whether the foundation exercises "expenditure responsibility." Under section 53.4945-5(a)(4)(ii) of the Foundation and Similar Excise Tax Regulations, expenditure responsibility is not required for grants for charitable purposes to governmental units (as defined in section 170(c)(1) of the code). Similarly, grants to governmental units for public purposes are "qualifying distributions", under section 53.4942(a)-3(a) of the regulations; and, if they are for charitable purposes, will not be taxable expenditures, under section 53.4945-6(a) of the regulations. Most grants to governmental units will qualify as being for charitable (as well as public) purposes.

Because of these restrictions, some private foundations require grant applicants to submit a letter from the Service determining them to be exempt under section 501(c)(3) and classified as a non-private foundation. Such a letter, or an underlying requirement that a grantee be a public charity, is not legally required to be relieved from the restrictions described above, when the prospective grantee is a governmental unit and the grant is for qualifying (public or charitable) purposes.

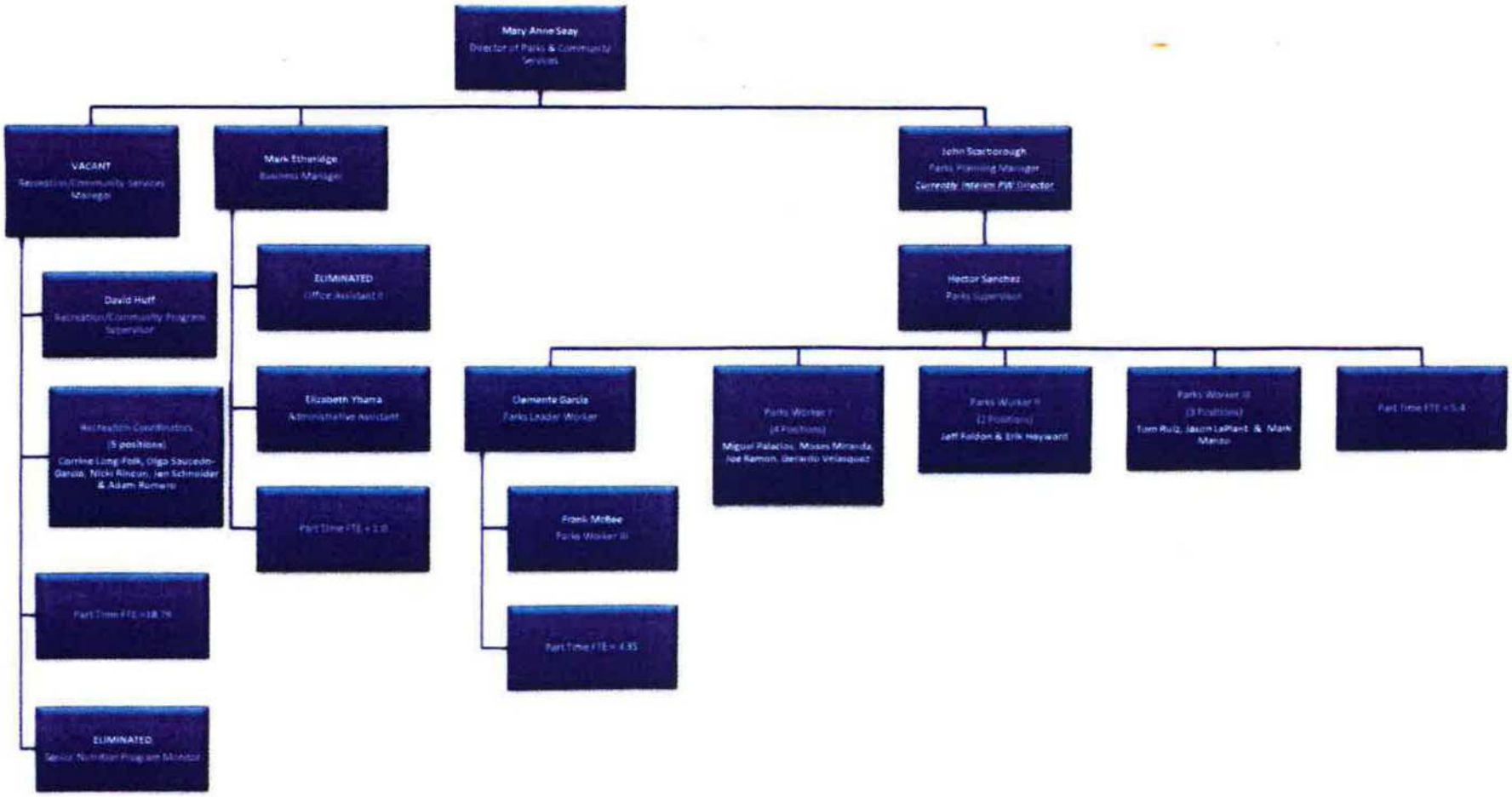
We believe this general information will be of assistance to your organization. This letter, however, is not a ruling and may not be relied on as such. If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations 1

PARKS AND COMMUNITY SERVICES



CITY OF MADERA

RECREATION/COMMUNITY PROGRAMS COORDINATOR

Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications may not include all duties performed by individuals within a classification. In addition, specifications are intended to outline the minimum qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.

DEFINITION:

Under direction, plans, coordinates, supervises, schedules and evaluates recreation, aquatic, leisure and/or senior citizen services programs; works with community groups and individuals in providing programs; provides public information and markets programs; ensures safe work practices and quality of programs; maintains appropriate work records; serves as a technical resource for assigned personnel; performs related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Recreation/Community Programs Coordinator** is the professional level class responsible for the coordination and implementation of one or more specialized recreation, aquatic, leisure and/or senior citizen services activities. This classification is distinguished from the next higher classifications of Recreation Programs Manager and Community Programs Manager in that the latter are responsible for planning, developing and implementing division programs that are broader and more comprehensive in scope.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from either the Recreation Programs Manager or Community Programs Manager. Exercises direct supervision over a variety of part-time, contractual and office support staff and volunteers.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Plans, implements, supervises and evaluates specific recreation, aquatic, leisure time and senior citizen services activities; coordinates and schedules recreation, aquatic and other activities for children, youth, adult, senior and other special populations; develops and schedules special events and activities; markets recreational, aquatic, leisure and senior services programs to the community; prepares and coordinates the development of event publicity, including press releases, flyers, pamphlets, brochures, graphics and visual displays.
- Recruits, hires and supervises part-time and contractual employees and volunteers; assumes responsibility for motivating and evaluating assigned personnel; identifies training opportunities and needs and provides training programs for staff; develops schedules and work methods for performing assigned duties; administers and coordinates payroll for assigned staff; ensures adherence to safe work practices, methods, procedures and practices; initiates disciplinary procedures as appropriate.

- Assists in development of the annual budget for assigned programs; monitors and administers program expenditures; coordinates maintenance programs for facilities, pools, vehicles and equipment; recommends the purchase of necessary equipment and supplies.

- Participates in the development of policies and procedures; recommends programs, activities and work methods to higher level personnel; maintains records and develops reports on new or existing programs; evaluates programs for effectiveness and efficiency; serves as acting Recreation Supervisor as required.

- Attends and participates in organizational and community meetings; meets with school, business and community groups to create partnerships; works with community groups and individuals in the evaluation of recreational programs and activities; stays current on issues relative to the field of community recreation, leisure and senior citizen services; responds to and resolves community questions and concerns.

- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in keeping records and preparing reports using a computer key board. Additionally, the position requires near and far vision in reading written reports and work related documents and acute hearing is required when providing phone and face-to-face service. The nature of the work may require the incumbent to work outdoors, lift equipment and materials weighing up to 25 pounds and come in contact with chemical agents used in pool maintenance.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Recreation/Community Programs Coordinator.** A typical way of obtaining the required qualifications is to possess the equivalent of three years of progressively responsible supervisory experience in recreational, aquatic, leisure and/or senior citizen services activities or programs, and a Bachelor's degree from an accredited college or university with major work in social service, recreation, public administration or a related field.

License/Certificate:

Possession of, or ability to obtain, a valid class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

Knowledge of:

Principles, practices, methods, equipment and materials used in the delivery of recreation, aquatic, leisure time and senior citizen services activities; program content for specialized community activities; principles and practices of program development and administration; pool health and safety requirements; methods and techniques of supervision, training and motivation, applicable federal, state and local laws codes and regulations; grant writing and administration; occupational hazards and standard safety practices and equipment; principles and practices of contract administration, purchasing and record keeping.

Ability to:

Plan, organize, direct and evaluate the work of subordinate staff for assigned program areas; manage and oversee the delivery of recreation, aquatic, leisure time and senior citizen services activities; analyze complex operational and administrative problems, evaluate alternatives and recommend or adopt effective solutions; communicate clearly and concisely, both orally and in writing; design, develop and implement recreation, aquatic, leisure, nutritional, health and social programs suited to the needs of the community population assigned to serve; develop, present and administer a program budget; coordinate, develop and conduct training programs for staff; establish and maintain effective working relationships.

Skill to:

Operate an office computer and a variety of word processing and software applications.

CORINNE **LONG-FOLK**

3343 Kimmel Avenue,
Madera, CA 93637
(559)232-3380

Dedicated Senior Services Coordinator with over 18 years of experience delivering superior results in senior services and programming. Proactive and reliable, with a meticulous detail-oriented and organized nature.

EXPERIENCE

11/1999-PRESENT

SENIOR SERVICES COORDINATOR, CITY OF MADERA PARKS & COMMUNITY SERVICES DEPARMENT

Responsible for planning, coordinating, supervising, scheduling and evaluating senior citizen services and programs; Work with community groups and individuals in implementing programs; Overseeing multiple employees; Ensure safe work practices and quality of programming.

10/1998-11/1999

TRAUMA INTERVENTION PROGRAM CRISIS TEAM MANAGER, FRESNO TRAUMA CENTER

I was responsible for recruitment, supervising, training, fundraising, and promoting of the local Fresno Chapter. We currently have 35 volunteers and 6 team leaders who are on call 24 hours, 365 days a year. I provide the CEO with monthly activity reports which include call volume, interaction with emergency responders and clients. I do debriefing with the volunteers after every within 24 hours. I conduct a monthly team building meeting. I also go out on calls as well as provide team leaders with a break when needed. I provide staff with literature, recognitions and support. I gave the extra support to clients when needed, sometimes days after a traumatic event in their lives. I am responsible for all monitoring of client and emergency responders feedback cards and the following of all policies and procedures.

SKILLS

- I have a passion for working with seniors and helping them with amenities they might not know about.
- Focused
- Hard working
- Forward thinking
- Works well with others

ACTIVITIES

I enjoy a challenge and quickly adapt to new projects. I am proud of my ability to get the job done and I enjoy customer relations. I am very energetic and work well with others.

City of Madera

Notice of Council Reorganization

The City Council of the City of Madera, at its Regular Meeting held on Wednesday, December 6, 2017, reorganized as follows:

MAYOR	**ANDREW J. MEDELLIN** (Mayor Term Ending December 2020)
MAYOR PRO TEM	**JOSE RODRIGUEZ, District 2** (Mayor Pro Tem Term Ending December 2018) (Council Member Term Ending December 2020)
COUNCIL MEMBER	**CECE FOLEY GALLEGOS, District 1** (Council Member Term Ending December 2018)
COUNCIL MEMBER	**WILLIAM OLIVER, District 3** (Council Member Term Ending December 2018)
COUNCIL MEMBER	**DEREK O. ROBINSON SR., District 4** (Council Member Term Ending December 2020)
COUNCIL MEMBER	**CHARLES F. RIGBY, District 5** (Council Member Term Ending December 2018)
COUNCIL MEMBER	**DONALD E. HOLLEY, District 6** (Council Member Term Ending December 2020)

Regular meetings of the Madera City Council are held on the first and third Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall located at 205 West Fourth Street, Madera, California 93637.

City of Madera City Clerk
(559) 661-5405
salvarez@cityofmadera.com
Revised: 12/07/17

Return to Agenda

REPORT TO CITY COUNCIL

COUNCIL MEETING OF September 19, 2018

AGENDA ITEM NUMBER B-10

APPROVED BY:

DEPARTMENT DIRECTOR

CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING A DEED GRANTING A PUBLIC UTILITY EASEMENT AT THE MADERA TRANSIT FACILITY, LOCATED ON PARCEL 11, FREEDOM INDUSTRIAL PARK SUBDIVISION, AUTHORIZING THE MAYOR TO EXECUTE THE DEED, ACCEPTING THE PUBLIC UTILITY EASEMENT ON BEHALF OF THE CITY AND AUTHORIZING THE CITY CLERK TO EXECUTE A CERTIFICATE OF ACCEPTANCE

RECOMMENDATION:

That the City Council approves Resolution No. 18 - ___:

1. Approving a Deed granting a PUBLIC UTILITY EASEMENT as offered by THE CITY OF MADERA;
2. Authorizing the Mayor to execute the PUBLIC UTILITY EASEMENT;
3. Accepting the Public Utility Easement on behalf of the City; and
4. Authorizing the City Clerk to execute the Certificate of Acceptance for said offer.

SUMMARY:

THE CITY OF MADERA, as the owner of the subject property, needs to formally establish a non-exclusive public utility easement for the use and maintenance of utilities and other public uses. Engineering staff hereby requests City Council accept the public utility easement dedication on behalf of the City so that said utilities can be installed at this time by Pacific Gas & Electric. The easement

under consideration is located within the future proposed access drive providing access to the future Madera Transit Facility, as shown in Exhibit 'A' and 'B'.

HISTORY:

When the Freedom Estates Industrial subdivision was recorded on March 25, 2015, City-owned Parcel 11 was designated as the future site of the Madera Transit Facility and Public Works Corporation Yard. The City's facilities are planned towards the rear of the property, creating a potential building pad for private development at the front of the parcel. This development layout requires that all utilities be extended from the street frontage towards the back of the parcel. The City needs to, at this time, provide a public utility easement to allow Pacific Gas & Electric to route their utilities to the proposed facility. The subject 10-foot wide easement is within the access road that will serve the Transit Facility.

FISCAL IMPACT:

Acceptance of the aforementioned PUBLIC UTILITY EASEMENT imposes no additional expense to the City or the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Acceptance of this offer of dedication is consistent with Action 101.6, which calls for the City to ensure that infrastructure can sustain population growth, as well as Action 126, which calls for safe and aesthetically pleasing streets.

RESOLUTION NO. 18 - ___

A RESOLUTION APPROVING A DEED GRANTING A PUBLIC UTILITY EASEMENT AT THE MADERA TRANSIT FACILITY, LOCATED ON PARCEL 11, FREEDOM INDUSTRIAL PARK SUBDIVISION, AUTHORIZING THE MAYOR TO EXECUTE THE DEED, ACCEPTING THE PUBLIC UTILITY EASEMENT ON BEHALF OF THE CITY AND AUTHORIZING THE CITY CLERK TO EXECUTE A CERTIFICATE OF ACCEPTANCE

WHEREAS, property owner, THE CITY OF MADERA, has offered for dedication to the City a PUBLIC UTILITY EASEMENT for Pacific Gas & Electric and other similar utility purposes; and

WHEREAS, the City Engineer has certified to this Council that the easement offered meets the City's requirements for rights to use, access and maintain said utilities within said easement.

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

1. The above recitals are true and correct.
2. The Public Utility Easement, a copy of which is on file with the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is hereby authorized and directed to execute the Public Utility Easement.
4. The Public Utility Easement is hereby accepted.
5. The City Clerk is hereby authorized and directed to execute the Certificate of Acceptance for said easement, and cause said

easement to be recorded in the Office of the Recorder of the County of Madera.

6. This resolution is effective immediately upon adoption.

* * * * * * * * * *

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

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)
Presented for Recordation by the City of Madera
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due _0_

APN: 009-331-001

PUBLIC UTILITY EASEMENT

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **THE CITY OF MADERA, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA,**

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

An easement for street and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, California, County of Madera, State of California, being more particularly described as follows:

(See Exhibit 'A' and 'B' attached hereto and made a part hereof)

By: _____ Date: _____
Andrew J. Medellin, Mayor

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Madera)

On _____, before me, _____, Notary Public, 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

_____

Public Utility Easement

Freedom Estates Industrial Subdivision

Legal Description

APN 009-331-001, Owner: City of Madera

All that portion of the southeast quarter of Section 26, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, according to Amended Subdivision Map 2014-S-01, recorded on March 25, 2015, in Book 62, Page 4, Madera County Records, being more particularly described as follows:

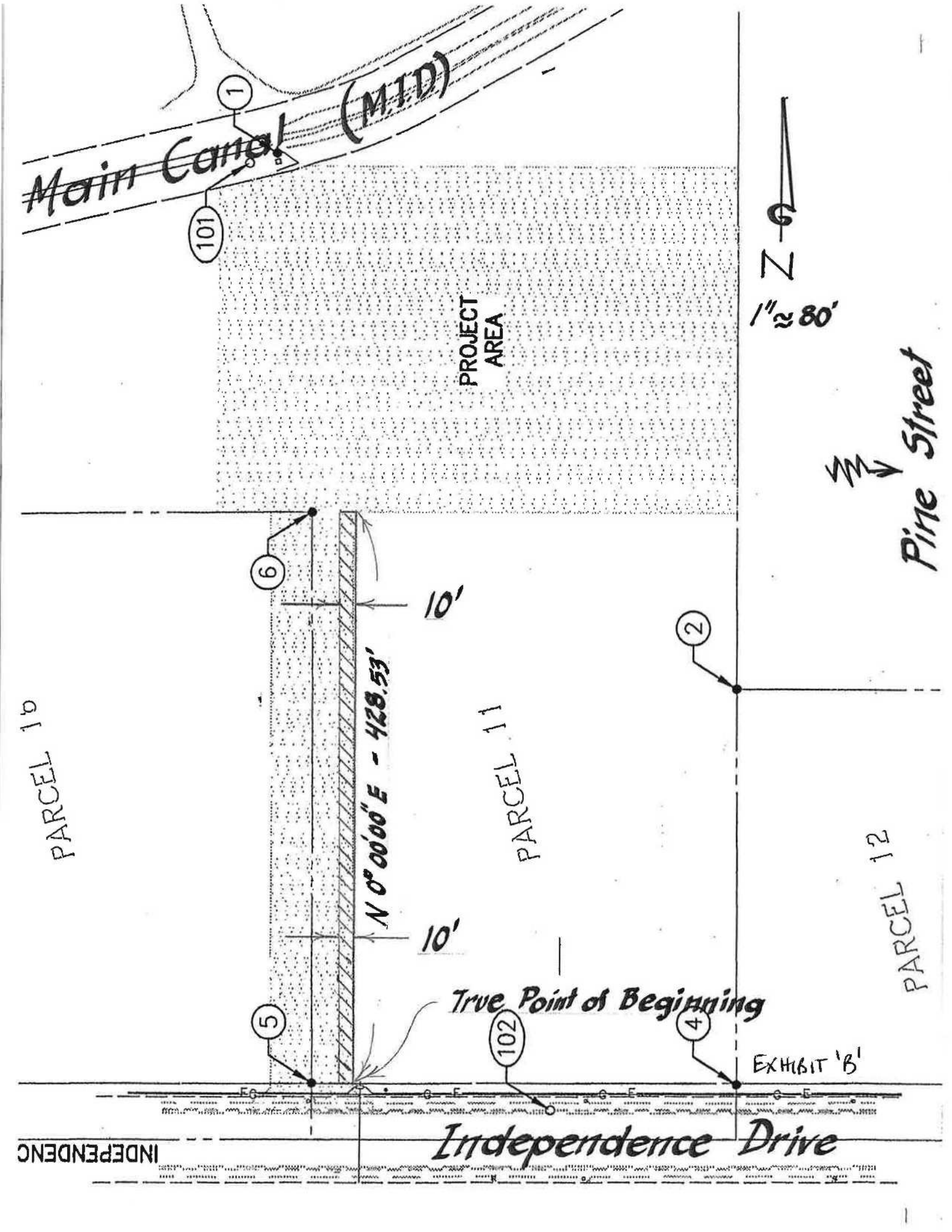
Commencing at the southeast corner of said Section 26; thence North 89° 42' 32" West, along the south line of said Section 26, a distance of 30.00 feet; thence North 0° 06' 53" East, a distance of 796.86 feet to a point on the centerline of Independence Drive; thence North 89° 50' 35" West, along said centerline, a distance of 938.00 feet; thence North 0° 00' 00" East, a distance of 32.00 feet to the southeast corner of Parcel 16 of said Subdivision; thence South 89° 50' 35" East, a distance of 30.00 feet to THE TRUE POINT OF BEGINNING;

Thence North 0° 00' 00" East, a distance of 428.53 feet; thence North 90° 00' 00" West, a distance of 10.00 feet; thence South 0° 00' 00" West, a distance of 428.53 feet; thence South 90° 00' 00" East, a distance of 10.00 feet to THE TRUE POINT OF BEGINNING.

Containing 4,285.30 square feet.



EXHIBIT 'A'


Main Canal (M.I.D.)
1
101
PROJECT AREA
N
1" ≈ 80'
Pine Street
6
10'
2
N 0°00'00" E - 428.53'
PARCEL 10
PARCEL 11
PARCEL 12
10'
True Point of Beginning
5
102
4
EXHIBIT 'B'
Independence Drive
INDEPENDENC

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REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF Sept. 19, 2018

AGENDA ITEM NUMBER B-11

APPROVED BY

DEPARTMENT HEAD

for **CITY ADMINISTRATOR**

SUBJECT: CONSIDERATION OF A WRITTEN REQUEST BY THE MADERA HIGH SCHOOL SEEKING COUNCIL APPROVAL TO WAIVE PERMIT FEES AND COVER THE COST OF POLICE AND PUBLIC WORKS EFFORTS IN ASSOCIATION WITH THEIR HOMECOMING PARADE AND REQUEST FOR THE CITY TO PAY $1,500 TOWARDS THE RENTAL OF BARRICADES

RECOMMENDATION:

It is the recommendation of staff that Council approve the participation of Police and Public Works for traffic and clean-up at no cost to Madera High School (MHS) and agrees to pay $1,500 towards the rental of barricades and cover the $25 permit fee.

SUMMARY:

Madera High School is sponsoring its annual Homecoming Parade on Friday, October 5, 2018. Approximately 900 students will take part in the parade, including the Band, pep and cheer, Varsity and Junior Varsity football teams, and class and club floats. All elementary and junior high schools will be bussed to the campus to watch the parade. Last year this increased the student participation to an additional 700 students.

It has been the practice of the Council to recognize this function as a community event and help defray some of the costs associated with putting on the activity.

DISCUSSION:

Mr. Isaac A. Lopez, Director of Student Activities, has requested the City Council waive the fees for permit, and is asking the council to cover the cost for police and public works services associated with the event. 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 High School. Further, Madera High School requests the City of Madera to pay, $1,500 toward the cost of barricades. Last year Council approved this request. The funds would be provided from line item (47700000-6532).

FINANCIAL IMPACT:

The cost of providing City services to assist with traffic and crowd control and cleanup is estimated at about $1,765 to pay for overtime and straight time for about two and a half hours of work. The sponsors request this amount of money be covered by the City and additionally is seeking $1,500 for assistance in barricade rental.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

City participation in the annual Homecoming Parade supports the following Vision 2025 strategies:

- Strategy 317: "Develop and encourage festival, gatherings, and events . . . ".
- Strategy 332: "Expand comprehensive services for Madera's youth . . ."
- Strategy 313: "Provide year-round programs fostering community pride. . .".

MADERA UNIFIED
SCHOOL DISTRICT

MADERA HIGH SCHOOL

"Home of the Coyotes"

COYOTES

September 05, 2018

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 05, 2018. Our parade has been a Madera tradition for the last 19 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 700 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.

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

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REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF Sept. 19, 2018

AGENDA ITEM NUMBER B-12

APPROVED BY

DEPARTMENT HEAD

For **CITY ADMINISTRATOR**

SUBJECT: CONSIDERATION OF A WRITTEN REQUEST BY THE MADERA SOUTH HIGH SCHOOL SEEKING COUNCIL APPROVAL TO WAIVE PERMIT FEES AND COVER THE COST OF POLICE AND PUBLIC WORKS EFFORTS IN ASSOCIATION WITH THEIR HOMECOMING PARADE AND REQUEST FOR THE CITY TO PAY $1,200 TOWARDS THE RENTAL OF BARRICADES

RECOMMENDATION:

It is the recommendation of staff that Council approve the participation of Police and Public Works for traffic and clean-up at no cost to Madera South High School (MSHS) and agrees to pay $1,200 towards the rental of barricades and cover the $25 permit fee.

SUMMARY:

Madera South High School is sponsoring its annual Homecoming Parade on Friday, September 28, 2018. Approximately 900 students will take part in the parade, including the Band, pep and cheer, Varsity and Junior Varsity football teams, and class and club floats. All elementary and junior high schools will be bussed to the campus to watch the parade.

It has been the practice of the Council to recognize this function as a community event and help defray some of the costs associated with putting on the activity.

DISCUSSION:

Mr. Justin Potter, Director of Student Activities, has requested the City Council waive the fees for permit, and is asking the council to cover the cost for police and public works services associated with the event. 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. Further, Madera South High School requests the City of Madera to pay, $1,200 toward the cost of barricades. Last year Council approved this request. The funds would be provided from line item (47700000-6532).

FINANCIAL IMPACT:

The cost of providing City services to assist with traffic and crowd control and cleanup is estimated at about $1,765 to pay for overtime and straight time for about two and a half hours of work. The sponsors request this amount of money be covered by the City and additionally is seeking $1,200 for assistance in barricade rental.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

City participation in the annual Homecoming Parade supports the following Vision 2025 strategies:

- Strategy 317: "Develop and encourage festival, gatherings, and events . . . ".
- Strategy 332: "Expand comprehensive services for Madera's youth . . ."
- Strategy 313: "Provide year-round programs fostering community pride. . .".

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
Oracio Rodriguez

Deans
Adam Caudell
Brandon Gilles

Vice Principals
Carry Gassett
Brad Holck
Ericka Moran
Elizabeth Puga
Matthew Toews

Athletic Director
Andrea Devine

Activities Director
Justin Potter

September 6, 2018

Mayor Andy Medellin and Members of the City Council,

For the last seven 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 promotion 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 8th Annual Madera South High School Homecoming Parade on Friday, September 28th. 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 team, football team, 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 work 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, $1,200 toward the rental of safety barricades through the company, Alert O Lite. We have paid the remaining balance of the barricades which is usually an additional $400-$500.

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

COUNCIL MEETING OF September 19, 2018
AGENDA ITEM NUMBER B-13

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

APPROVED BY: STEVE FRAZIER
City Administrator

SUBJECT: **CONSIDERATION OF A RESOLUTION NAMING THE YOUTH LEADERSHIP INSTITUTE AS THE YOUTH-SERVING ORGANIZATION AS CALLED OUT IN THE CITY ORDINANCE PERTAINING TO THE CITY-WIDE MADERA YOUTH COMMISSION**

RECOMMENDATION:
Staff recommends Council Adopt a Resolution naming the Youth Leadership Institute (YLI) as the youth-serving organization as called out in the City Ordinance pertaining to the City-Wide Madera Youth Commission.

SUMMARY:
At the September 5, 2018 regular meeting, the Madera City Council voted unanimously to adopt an Ordinance adding Section 2-3.201 to Chapter 3 of Title II of the Madera Municipal Code Pertaining to the City-wide Madera Youth Commission. The Ordinance refers to a youth-serving organization which will be designated by the Council to work with staff and provide guidance to the Commissioners. The action before you this evening is to adopt a Resolution naming YLI as the youth-serving agency for this purpose.

DISCUSSION:

The Council adopted an Ordinance to formalize the parameters of the new City-wide Madera Youth Commission at its last Regular Meeting. During the presentation of that item, staff indicated that a final decision would be brought back for Council consideration at a later date. This final step is to recognize YLI, by way of the attached Resolution, as the youth-serving agency.

The City-Wide Youth Commission will be comprised of 7 voting members, one appointed by each member of the Madera City Council including the Mayor. As has been indicated in previous staff reports, YLI has developed a toolkit and several tools and training workshops to capture and share their effective evidence-based model of authentic youth leadership. They have trained many communities both here in the San Joaquin Valley and throughout the nation looking to engage youth on decision-making bodies. They offer training workshops to youth commissioners and their adult allies in some of the following areas:

- Policy 101
- Facilitation and Meeting Management
- Adhering to the Brown Act
- Youth Action Research
- Building Healthy Youth-Adult Partnerships
- Youth Leadership Development
- Coalition Building; including engaging and mobilizing the grassroots and partnering with elected officials and other decision makers

YLI will be instrumental in the successful implementation of this new endeavor. Members of their team will co-locate (part-time) at the John W. Wells Youth Center and will be the primary lead agency ensuring success in the recruiting, selection, appointment, and training of the Commissioners. The United Way, Wells Fargo, Comcast, MUSD, and others are also critical to the overall success of the program.

FINANCIAL IMPACT:

There is no direct negative impact to the General Fund. There will be indirect expenses of PCS staff time and shared space that have yet to be quantified.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions are consistent with the following Vision Strategies and Actions:

Strategy 303:	Encourage leadership development opportunities in the community.
Action 305.4:	Expand youth service club and promote community services provided.
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 334:	After School Programs: Develop after-school programs with emphasis on local cultures and their histories.

RESOLUTION NO. 18 -_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA NAMING THE YOUTH LEADERSHIP INSTITUTE AS THE YOUTH-SERVING ORGANIZATION AS CALLED OUT IN THE CITY ORDINANCE PERTAINING TO THE CITY-WIDE MADERA YOUTH COMMISSION

WHEREAS, the Madera City Council voted unanimously to adopt an Ordinance adding Section 2-3.201 to Chapter 3 of Title II of the Madera Municipal Code Pertaining to the City-wide Madera Youth Commission; and

WHEREAS, Section E of said Ordinance calls for the Madera City Council to designate a youth-serving agency to assist Council, staff and youth participants; and

WHEREAS, the Youth Leadership Institute (YLI) has the desire and necessary experience to successfully lead this endeavor.

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

1. The above recitals are true and correct.
2. The City hereby designates the Youth Leadership Institute as the youth-serving agency consistent with section 2-3.201 of the Municipal Code.
3. This resolution is effective immediately upon adoption.

*****

Return to Agenda

REPORT TO CITY COUNCIL

Approved By:

Department Director

For City Administrator

Council Meeting of September 19, 2018

Agenda Item Number B-14

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE UNION PACIFIC RAILROAD COMPANY AND THE CITY OF MADERA FOR CROSSING IMPROVEMENTS AT PINE STREET, DOT # 760993J, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

RECOMMENDATION:

That the City Council approves Resolution No. 18-_____:

1. Approving the Agreement with the Union Pacific Railroad Company for Crossing Improvements at Pine Street, DOT # 760993J.
2. Authorizing the Mayor to execute the Agreement.

SUMMARY:

The Crossing Improvements Agreement is a reimbursement agreement prepared by the Union Pacific Railroad Company (UPRR) that specifies obligations and responsibilities with respect to the installation of a new crossing surface for the spur line roadway crossing at Pine Street (location map attached to report). The agreement includes the requirement for a reimbursement of material costs incurred by UPRR estimated at $41,340. Final billing will be based on actual costs.

DISCUSSION:

On numerous occasions the City and residents have complained to Union Pacific Railroad (UPRR) about the condition of the asphalt railroad crossing on Pine Street north of 4th Street. The asphalt crossing is in poor condition and requires

continual maintenance by UPRR. Pedestrian facilities are either completely lacking or in the same condition as asphalt.

City staff met with personnel from UPRR at several locations in September of 2017. UPRR agreed to schedule crossing improvements in partnership with the City. UPRR will install concrete panels at the crossing including a pedestrian area and the City provides traffic control and a pavement/sidewalk transitions to the new crossing. This is similar to work that took place for the Howard Road crossing in 2013 and 6th Street and Granada crossings in 2014. There was no reimbursement agreement for previous crossing replacements because straight concrete panels are readily available to UPRR. Because this spur line crossing of Pine Street is in a curve and the panels need to be custom fabricated specifically for this location, UPRR is requesting the City to reimburse the costs for the panels. There will be no charge for the installation of the panels by UPRR.

There is a programmatic capital project in the CIP and 18/19 Budget identified at R-000032 "UPRR Crossing-Street Approach". Funds are programmed annually for the City's share of projects such as these. Last year's allocation was carried over to 18/19. With the new appropriation, $125,000 is currently available for the reimbursement to UPRR, traffic control and paving transitions.

FISCAL IMPACT:

There is no fiscal impact to the City's General Fund. Funding for the reimbursement of UPRR costs for the concrete panels per the Agreement and associated costs will come from the Project Funds in the LTF-Account: 42005330

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Action 126.0 – This project will provide for safe, clean and attractive streets consistent with the Madera Vision 2025 Plan.

RESOLUTION NO. 18-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT BETWEEN THE UNION PACIFIC RAILROAD COMPANY AND THE CITY OF MADERA FOR CROSSING IMPROVEMENTS AT PINE STREET, DOT # 760993J, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

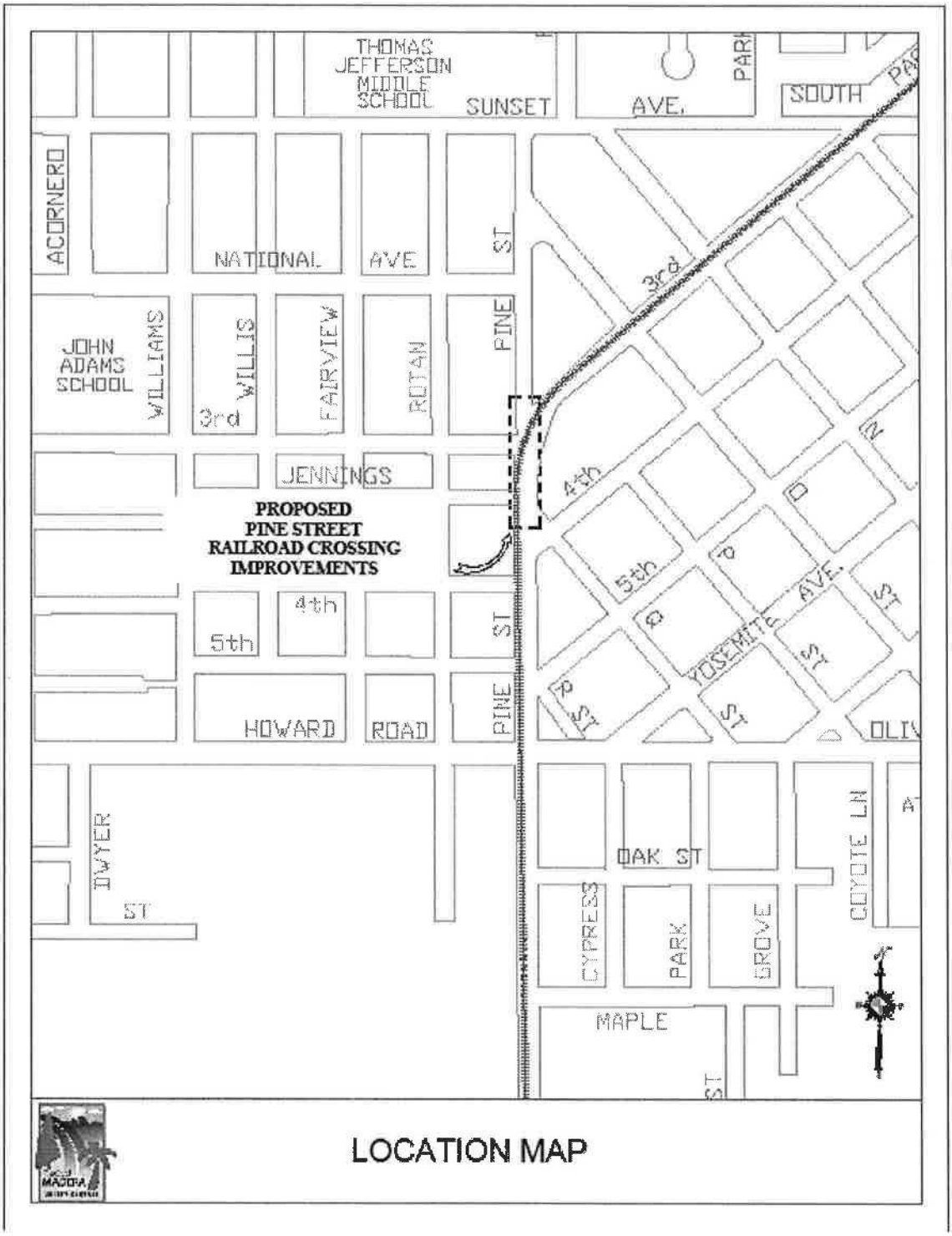
WHEREAS, an Agreement has been prepared by the Union Pacific Railroad Company (UPRR) that specifies the obligations, responsibilities and costs for the installation of a new crossing surface for the spur line roadway crossing at Pine Street, DOT # 760993J; and

WHEREAS, funds are programmed for Railroad Crossings-Street Approaches in the City's Capital Improvement Program.

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

1. The above recitals are true and correct.
2. The Agreement with the Union Pacific Railroad Company for the Crossing Improvements at Pine Street, DOT # 760993J, a copy of which is on file with the City Clerk and referred to for particulars, is approved.
3. The Mayor is authorized to execute the Agreement.
4. This resolution is effective immediately upon adoption.

****



LOCATION MAP

UPRR REMS
PROJECT #760178

AUTHORIZATION FOR CROSSING IMPROVEMENTS

THIS AUTHORIZATION FOR CROSSING IMPROVEMENTS ("**Agreement**") is made and entered into as of _____ day of _____, _____ ("**Effective Date**"), by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("**Railroad**"), and CITY OF MADERA a municipal corporation or political subdivision of the State of STATE OF CALIFORNIA ("**Agency**").

RECITALS

In accordance with the terms and conditions of this Agreement, Agency and Railroad desire to improve the existing, at-grade crossing area ("**Project**") along, over and across Railroad's track and right of way, as such crossing area is more particularly described on Exhibit A attached hereto and made a part hereof ("**Crossing Area**").

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad agrees to perform the Project work described on Exhibit B attached hereto the ("**Railroad Work**"). Railroad's estimated cost for the Railroad Work is included on Exhibit C attached hereto ("**Estimate**") and may include without limitation costs of engineering review, construction, inspection, flagging, procurement and delivery of materials, equipment rental, manpower and all direct and indirect overhead labor/construction costs, including Railroad's standard additive rates. Such standard additive rates may be subject to upward or downward adjustment based on industry standards and practices, and the parties acknowledge and agree that any such adjustment to standard additive rates may be made retroactively.

2. Agency has appropriated sufficient funds to complete the Project and shall reimburse Railroad for costs incurred by Railroad in connection with the Railroad Work in accordance with Exhibit D attached hereto.

3. If Agency will be performing any Project work, such work is described on Exhibit B attached hereto ("**Agency Work**"). Agency shall perform the Agency Work, if any, at its sole cost, and Railroad consents to Agency (or any contractor or other agent hired by Agency) performing the Agency Work within the Crossing Area, subject to complying with the terms and conditions of this Agreement. Railroad's consent shall not be deemed to grant Agency (or any contractor or other agent hired by Agency) any property interest in the Crossing Area or other Railroad property.

4. If Agency hires a contractor or other agent to perform the Agency Work, Agency shall require such contractor or agent to execute Railroad's then current form of Contractor's Right of Entry Agreement and to comply with the requirements set forth in therein.

5. No work of any kind shall be performed, and no person, equipment, machinery, tools, materials, vehicles or other items shall be located, operated, placed or stored within twenty-five (25) feet of any track at any time for any reason except as otherwise provided herein. Prior to commencing the Agency Work, and if the performance of any Agency Work requires any person or equipment to be within twenty-five (25) feet of any track, Agency shall provide Railroad at least thirty (30) working days advance notice of the performance of such

proposed work, and upon Railroad's receipt of such notice, Railroad will determine and inform Agency whether a flagman need to be present or whether Agency needs to implement any special protective or safety measures. Subject to Exhibit D, in the event that flagging or other special protection or safety measures are required to be performed in connection with the Railroad Work specifically or the Project generally, and regardless if the costs for such measures are included in the Estimate, Agency shall be responsible for all such costs incurred in connection therewith.

6. Prior to commencing any Agency Work, Agency shall telephone (or shall cause its contractor or agent to telephone) Railroad during normal business hours (7:00 a.m. to 9:00 p.m., Central time, Monday through Friday, except holidays) at 1-800-336-9193 to determine if fiber optic cable is buried anywhere on Railroad's property to be used in connection with the Agency Work. If fiber optic cable is present, Agency, at its sole cost, will coordinate (or will cause its contractor or agent to coordinate) with the applicable telecommunications companies for the relocation or other protection of the fiber optic cable prior to beginning any Agency Work.

7. Agency, for itself and for its successors and assigns, hereby waives any right of assessment against Railroad, as an adjacent property owner, for any and all improvements made under this Agreement.

8. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

9. This Agreement sets forth the entire agreement between the parties regarding the Project and the installation and maintenance of the Project improvements within the Crossing Area. To the extent that any terms or provisions of this Agreement regarding the installation and maintenance of such Project improvements are inconsistent with the terms or provisions set forth in any existing agreement affecting the Crossing Area, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF MADERA, CALIFORNIA

_____
Signature

_____
Printed Name

_____
Title

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

_____
Kevin Hicks, AVP Engineering-Design

EXHIBIT A

Description of Crossing Location

Street	Pine Street	**DOT #**	760993J
Subdivision	North Madera Ind Ld	**Milepost**	184.412
City	Madera	**State**	CA
County	Madera		

EXHIBIT B

Scope of Work

Railroad Work:

Installation of new crossing surface.

Agency Work:

No work to be performed by Agency.

EXHIBIT C

Estimate

DATE: 2018-05-25

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2018-11-23

DESCRIPTION OF WORK:
MADERA,CA / PINE STREET / DOT#760993J-1 / N MADERA IND LD / MP 184.41
REMOVE EXISTING CROSSING SURFACE, INSTALL NEW 232' **CURVED** CROSSING SURFACE, INCLUDING SURFACE AND OTM TO FASTEN ONLY
PROJECT WAS BUILT USING FED ADDITIVE W/O OVERHEAD AND INDIRECT 159%
UPRR WILL BE REIMBURSED FOR 100% OF MATERIAL COSTS BY THE CITY OF MADERA

PID: 107040 AWO: MP,SUBDIV: 184.25, MADERA
SERVICE UNIT: 19 CITY: NORTH MADERA STATE: CA

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			2693			2693	2693
LABOR ADDITIVE 159%			4283			4283	4283
TOTAL ENGINEERING			6976			6976	6976
SIGNAL WORK							
BILL PREP FEE				900	900		900
FOREIGN LINE FREIGHT				810	810		810
HOMELINE FREIGHT				900	900		900
SALES TAX				1489	1489		1489
SIGNAL			320			320	320
TOTAL SIGNAL			320	4099	4099	320	4419
TRACK & SURFACE WORK							
ENVIRONMENTAL PERMIT				10	10		10
LABOR ADDITIVE 159%			427			427	427
RDXING	232.00	TF		37231	37231		37231
TOTAL TRACK & SURFACE			427	37241	37241	427	37668
LABOR/MATERIAL EXPENSE			7723	41340			
RECOLLECTIBLE/UPRR EXPENSE					41340	7723	
ESTIMATED PROJECT COST							49063

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

EXHIBIT D

Reimbursement Method

The Agency agrees to reimburse the Railroad for one hundred percent (100%) of the Railroad's actual material costs incurred by Railroad in connection with the Railroad Work. As set forth in the Estimate, Railroad's estimated cost for the materials, also identified in the Estimate as recollectible, is FORTY-ONE THOUSAND THREE HUNDRED AND FORTY DOLLARS ($41,340). During the performance of the Railroad Work, Railroad will provide progressive billing to Agency based on Railroad's actual costs. Within one hundred twenty (120) days after completion of the Project, Railroad will submit a final billing to Agency for any balance owed Railroad in connection with the Railroad Work. Agency shall pay Railroad within thirty (30) days after Agency's receipt of any progressive and final bills submitted by Railroad.

Return to Agenda

REPORT TO CITY COUNCIL

Approved By:

Department Director

For City Administrator

Council Meeting of September 19, 2018

Agenda Item Number B-15

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE UNION PACIFIC RAILROAD COMPANY AND THE CITY OF MADERA FOR CROSSING IMPROVEMENTS AT GATEWAY DRIVE, DOT # 760983D, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

RECOMMENDATION:

That the City Council approves Resolution No. 18-_____:

1. Approving the Agreement with the Union Pacific Railroad Company for Crossing Improvements at Gateway Drive, DOT # 760983D.
2. Authorizing the Mayor to execute the Agreement.

SUMMARY:

The Crossing Improvements Agreement is a reimbursement agreement prepared by the Union Pacific Railroad Company (UPRR) that specifies obligations and responsibilities with respect to the installation of a new crossing surface for the spur line roadway crossing at Gateway Drive (location map attached to report). The agreement includes the requirement for a reimbursement of material costs incurred by UPRR estimated at $18,241. Final billing will be based on actual costs.

DISCUSSION:

On numerous occasions the City and residents have complained to Union Pacific Railroad (UPRR) about the condition of the asphalt railroad crossing on Gateway Drive south of 3rd Street. The asphalt crossing is in poor condition and requires

continual maintenance by UPRR. Pedestrian facilities are either completely lacking or in the same condition as asphalt.

City staff met with personnel from UPRR at several locations in September of 2017. UPRR followed up with a temporary repair at this location to address an urgent ADA issue the following week and agreed to schedule a long term crossing improvements in partnership with the City. UPRR will install concrete panels at the crossing including a pedestrian area and the City provides traffic control and a pavement/sidewalk transitions to the new crossing. This is similar to work that took place for the Howard Road crossing in 2013 and 6th Street and Granada crossings in 2014. There was no reimbursement agreement for previous crossing replacements because straight concrete panels are readily available to UPRR. Because this spur line crossing of Gateway Drive is in a curve and the panels need to be custom fabricated specifically for this location, UPRR is requesting the City to reimburse the costs for the panels. There will be no charge for the installation of the panels by UPRR.

There is a programmatic capital project in the CIP and 18/19 Budget identified at R-000032 "UPRR Crossing-Street Approach". Funds are programmed annually for the City's share of projects such as these. Last year's allocation was carried over to 18/19. With the new appropriation, $125,000 is currently available for the reimbursement to UPRR, traffic control and paving transitions.

FISCAL IMPACT:

There is no fiscal impact to the City's General Fund. Funding for the reimbursement of UPRR costs for the concrete panels per the Agreement and associated costs will come from the Project Funds in the LTF-Account: 42005330

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Action 126.0 – This project will provide for safe, clean and attractive streets consistent with the Madera Vision 2025 Plan.

RESOLUTION NO. 18-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT BETWEEN THE UNION PACIFIC RAILROAD COMPANY AND THE CITY OF MADERA FOR CROSSING IMPROVEMENTS AT GATEWAY DRIVE, DOT # 760983D, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

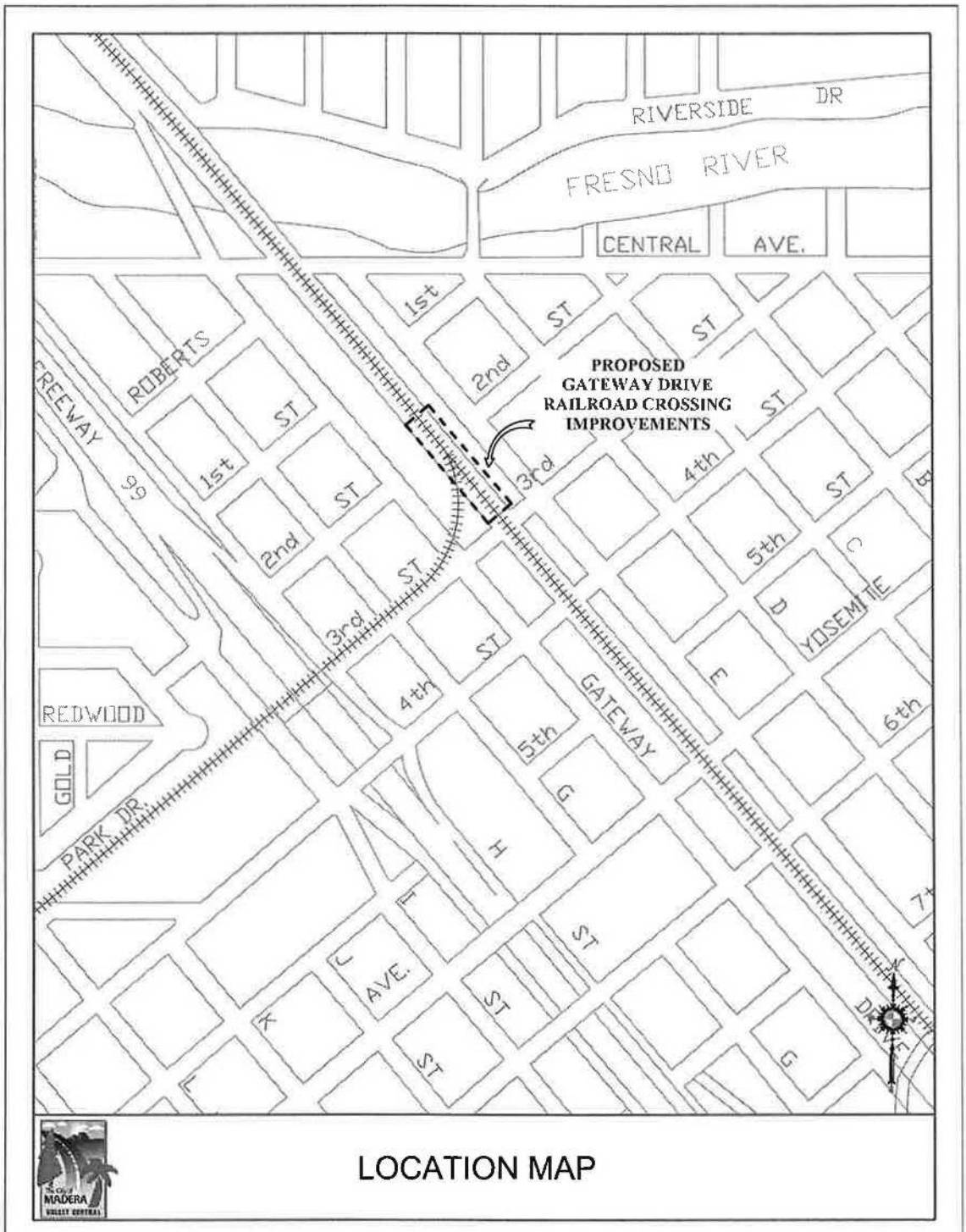
WHEREAS, an Agreement has been prepared by the Union Pacific Railroad Company (UPRR) that specifies the obligations, responsibilities and costs for the installation of a new crossing surface for the spur line roadway crossing at Gateway Drive, DOT # 760983D; and

WHEREAS, funds are programmed for Railroad Crossings-Street Approaches in the City's Capital Improvement Program.

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

1. The above recitals are true and correct.
2. The Agreement with the Union Pacific Railroad Company for the Crossing Improvements at Gateway Drive, DOT # 760983D, a copy of which is on file with the City Clerk and referred to for particulars, is approved.
3. The Mayor is authorized to execute the Agreement.
4. This resolution is effective immediately upon adoption.

* * * * * * * *



LOCATION MAP

AUTHORIZATION FOR CROSSING IMPROVEMENTS

THIS AUTHORIZATION FOR CROSSING IMPROVEMENTS ("**Agreement**") is made and entered into as of _____ day of _____, _____ ("**Effective Date**"), by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("**Railroad**"), and CITY OF MADERA a municipal corporation or political subdivision of the State of STATE OF CALIFORNIA ("**Agency**").

RECITALS

In accordance with the terms and conditions of this Agreement, Agency and Railroad desire to improve the existing, at-grade crossing area ("**Project**") along, over and across Railroad's track and right of way, as such crossing area is more particularly described on Exhibit A attached hereto and made a part hereof ("**Crossing Area**").

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad agrees to perform the Project work described on Exhibit B attached hereto the ("**Railroad Work**"). Railroad's estimated cost for the Railroad Work is included on Exhibit C attached hereto ("**Estimate**") and may include without limitation costs of engineering review, construction, inspection, flagging, procurement and delivery of materials, equipment rental, manpower and all direct and indirect overhead labor/construction costs, including Railroad's standard additive rates. Such standard additive rates may be subject to upward or downward adjustment based on industry standards and practices, and the parties acknowledge and agree that any such adjustment to standard additive rates may be made retroactively.

2. Agency has appropriated sufficient funds to complete the Project and shall reimburse Railroad for costs incurred by Railroad in connection with the Railroad Work in accordance with Exhibit D attached hereto.

3. If Agency will be performing any Project work, such work is described on Exhibit B attached hereto ("**Agency Work**"). Agency shall perform the Agency Work, if any, at its sole cost, and Railroad consents to Agency (or any contractor or other agent hired by Agency) performing the Agency Work within the Crossing Area, subject to complying with the terms and conditions of this Agreement. Railroad's consent shall not be deemed to grant Agency (or any contractor or other agent hired by Agency) any property interest in the Crossing Area or other Railroad property.

4. If Agency hires a contractor or other agent to perform the Agency Work, Agency shall require such contractor or agent to execute Railroad's then current form of Contractor's Right of Entry Agreement and to comply with the requirements set forth in therein.

5. No work of any kind shall be performed, and no person, equipment, machinery, tools, materials, vehicles or other items shall be located, operated, placed or stored within twenty-five (25) feet of any track at any time for any reason except as otherwise provided herein. Prior to commencing the Agency Work, and if the performance of any Agency Work requires any person or equipment to be within twenty-five (25) feet of any track, Agency shall provide Railroad at least thirty (30) working days advance notice of the performance of such

proposed work, and upon Railroad's receipt of such notice, Railroad will determine and inform Agency whether a flagman need to be present or whether Agency needs to implement any special protective or safety measures. Subject to Exhibit D, in the event that flagging or other special protection or safety measures are required to be performed in connection with the Railroad Work specifically or the Project generally, and regardless if the costs for such measures are included in the Estimate, Agency shall be responsible for all such costs incurred in connection therewith.

6. Prior to commencing any Agency Work, Agency shall telephone (or shall cause its contractor or agent to telephone) Railroad during normal business hours (7:00 a.m. to 9:00 p.m., Central time, Monday through Friday, except holidays) at 1-800-336-9193 to determine if fiber optic cable is buried anywhere on Railroad's property to be used in connection with the Agency Work. If fiber optic cable is present, Agency, at its sole cost, will coordinate (or will cause its contractor or agent to coordinate) with the applicable telecommunications companies for the relocation or other protection of the fiber optic cable prior to beginning any Agency Work.

7. Agency, for itself and for its successors and assigns, hereby waives any right of assessment against Railroad, as an adjacent property owner, for any and all improvements made under this Agreement.

8. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

9. This Agreement sets forth the entire agreement between the parties regarding the Project and the installation and maintenance of the Project improvements within the Crossing Area. To the extent that any terms or provisions of this Agreement regarding the installation and maintenance of such Project improvements are inconsistent with the terms or provisions set forth in any existing agreement affecting the Crossing Area, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF MADERA, CALIFORNIA

_____
Signature

_____
Printed Name

_____
Title

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

_____
Kevin Hicks, AVP Engineering-Design

EXHIBIT A

Description of Crossing Location

Street	N Gateway Drive	**DOT #**	760983D
Subdivision	North Madera Ind Ld	**Milepost**	183.59
City	Madera	**State**	CA
County	Madera		

EXHIBIT B

Scope of Work

Railroad Work:

Installation of new crossing surface.

Agency Work:

No work to be performed by Agency.

EXHIBIT C

Estimate

DATE: 2018-05-23

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2018-11-21

DESCRIPTION OF WORK:
MADERA,CA / N GATEWAY DR / DOT#760983D-1 / N MADERA IND LD / MP 183.59
REMOVE EXISTING CROSSING SURFACE, INSTALL NEW 96' **CURVED** CROSSING SURFACE, INCLUDING SURFACE AND OTM TO FASTEN ONLY
PROJECT WAS BUILT USING FED ADDITIVE W/O OVERHEAD AND INDIRECT 159%
UPRR WILL BE REIMBURSED FOR 100% OF MATERIAL COSTS BY THE CITY OF MADERA

PID: 107048 AWO: MP,SUBDIV: 183.59, MADERA
SERVICE UNIT: 19 CITY: NORTH MADERA STATE: CA

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			1751			1751	1751
LABOR ADDITIVE 159%			2784			2784	2784
TOTAL ENGINEERING			4535			4535	4535
SIGNAL WORK							
BILL PREP FEE				900	900		900
FOREIGN LINE FREIGHT				322	322		322
HOMELINE FREIGHT				900	900		900
LABOR ADDITIVE 159%			427			427	427
MATL STORE EXPENSE				3	3		3
SALES TAX				619	619		619
SIG-GEN RENW			320			320	320
TOTAL SIGNAL			747	2744	2744	747	3491
TRACK & SURFACE WORK							
ENVIRONMENTAL PERMIT				10	10		10
RDXING	96.00	TF		15487	15487		15487
TOTAL TRACK & SURFACE				15497	15497		15497
LABOR/MATERIAL EXPENSE			5282	18241			
RECOLLECTIBLE/UPRR EXPENSE					18241	5282	
ESTIMATED PROJECT COST							23523

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

EXHIBIT D

Reimbursement Method

The Agency agrees to reimburse the Railroad for one hundred percent (100%) of the Railroad's actual material costs incurred by Railroad in connection with the Railroad Work. As set forth in the Estimate, Railroad's estimated cost for the materials, also identified in the Estimate as recollectible, is EIGHTEEN THOUSAND TWO HUNDRED AND FORTY ONE DOLLARS ($18,241). During the performance of the Railroad Work, Railroad will provide progressive billing to Agency based on Railroad's actual costs. Within one hundred twenty (120) days after completion of the Project, Railroad will submit a final billing to Agency for any balance owed Railroad in connection with the Railroad Work. Agency shall pay Railroad within thirty (30) days after Agency's receipt of any progressive and final bills submitted by Railroad.

Return to Agenda

COUNCIL MEETING OF:
September 19, 2018

AGENDA ITEM NUMBER:
C-1

REPORT TO THE CITY COUNCIL

Approved By:

PLANNING MANAGER

For CITY ADMINISTRATOR

SUBJECT:

Public hearing and Consideration of Introduction of an Ordinance Rezoning Four Parcels Located in Proximity to the Intersection of North C Street and East 5th Street (121, 125, 200 and 204 North C Street) from the PF (Public Facilities) and the C1 (Light Commercial) Zone Districts to the PD-1500 (Planned Development) Zone District; and

Consideration of Adoption of a Resolution Amending the General Plan Land Use Map for Four Parcels Located in Proximity to the Intersection of North C Street and East 5th Street (121, 125, 200 and 204 North C Street), Changing the General Plan Land Use Designations from the P&SP (Public and Semi-Public) and C (Commercial) to the HD (High Density) Land Use Designation (APNs: 007-082-004 and 005, 007-112-014 and 015).

RECOMMENDATION:

The Planning Commission and staff recommend that the Council, after considering public testimony, adopt a resolution approving the General Plan amendment and introduce an ordinance rezoning the subject property.

DISCUSSION:

Background

The City of Madera, Successor Agency to the Redevelopment Agency and the Housing Authority have engaged in an effort to submit for grant funding through the Affordable Housing & Sustainable Communities (AHSC) Program. Administered by the Strategic Growth Council and implemented by the State of California Department of Housing and Community Development (HCD), the AHSC Program funds land-use, housing, transportation, and land preservation projects to support infill and compact development that reduce greenhouse gas (GHG) emissions. The lands proposed for General Plan amendment and rezone may be included within one or more multifamily housing project proposals for funding through the AHSC Program.

General Plan Amendment

The General Plan currently designates the project sites as P&SP (Public and Semi-Public) and C (Commercial). The P&SP (Public and Semi-Public) land use designation provides for public

facilities owned and/or operated by the City or other governmental agencies. The C (Commercial) land use designation provides for a broad range of commercial uses, including professional offices. The City and affiliate agencies have proposed a change in the General Plan land use designations to the HD (High Density) residential land use designation. The HD (High Density) land use designation would provide consistency between the General Plan and the proposed PD-1500 (Planned Development) Zone District.

Rezoning

Consistent with the current General Plan land use designations, the project site is currently within the PF (Public Facilities) and the C1 (Light Commercial) Zone Districts. The project site is proposed to be rezoned into the PD-1500 (Planned Development) Zone District. The PD-1500 Zone District is designed to provide land for the development of a broad range of residential construction, including condominiums, townhomes, apartments and the other multifamily projects. The PD-1500 (Planned Development) Zone District is consistent with the proposed HD (High Density) General Plan land use designations.

General Plan Conformity

General Plan Goal CD-1 calls for "the City of Madera [to] require that all new development is well-planned and of the highest possible quality. The City will seek to build an image of Madera as a contemporary small city with vibrant, livable neighborhoods and walkable pedestrian and bicycle-oriented development." Goals CD-2 expands that vision by requiring that "all new development shall adhere to the basic principles of high-quality urban design, architecture and landscape architecture." Although the specifics of development are currently unavailable, the proposed rezoning and General Plan amendment will provide the foundation for a residential development project that is consistent with the goals and policies of the General Plan. That residential development will require, at a minimum, the approval of a precise plan, wherein findings of General Plan conformance are required.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The project supports one of the four core vision statements in the Vision Plan, "A Well-Planned City," which envisions "providing efficient services" as a "significant concern for a rapidly growing community," and "open communications between the community and City/County government and within those governments [as] vital to a healthy city." Zoning and General Plan conformance directly supports this core vision statement.

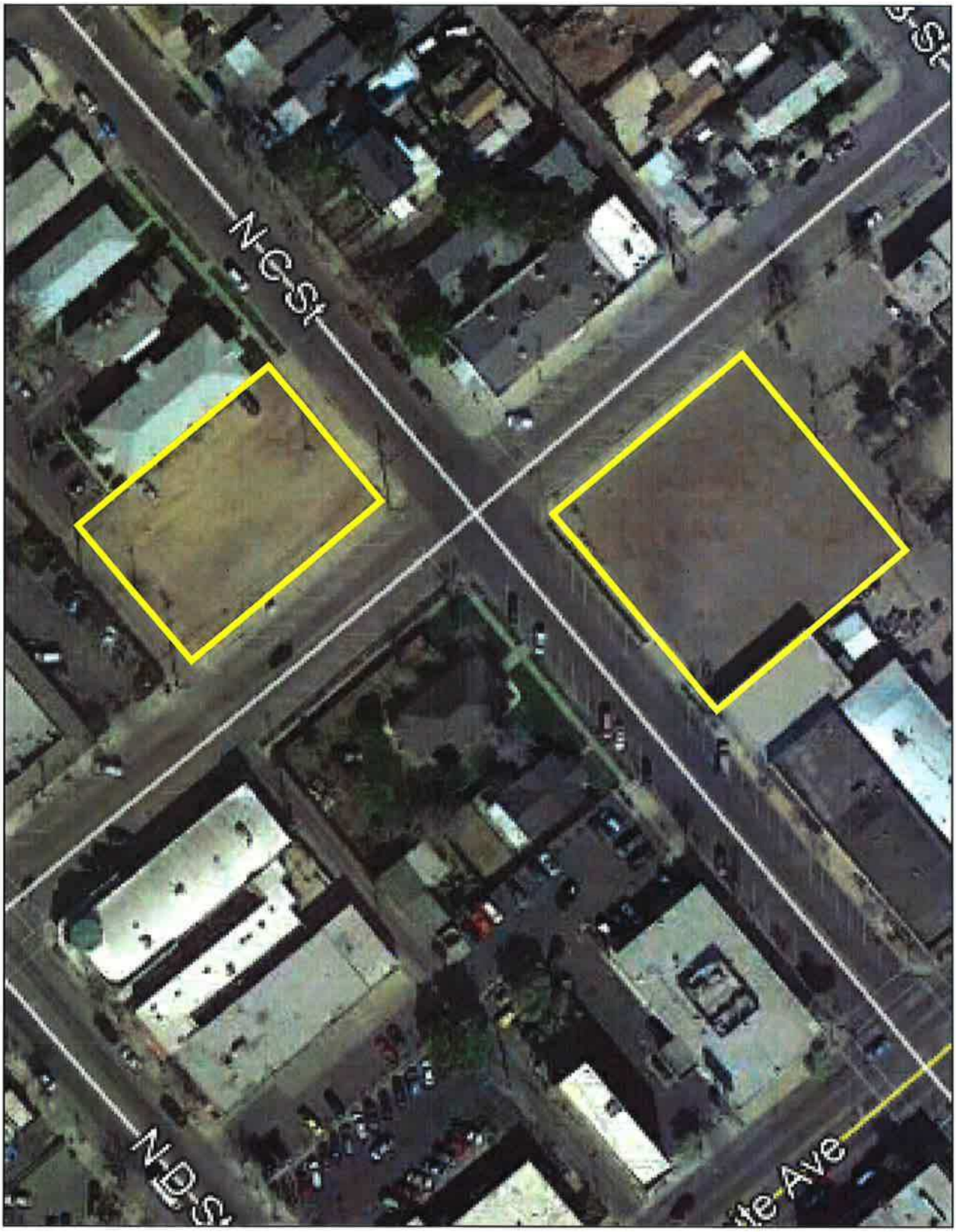
FISCAL IMPACT:

None.

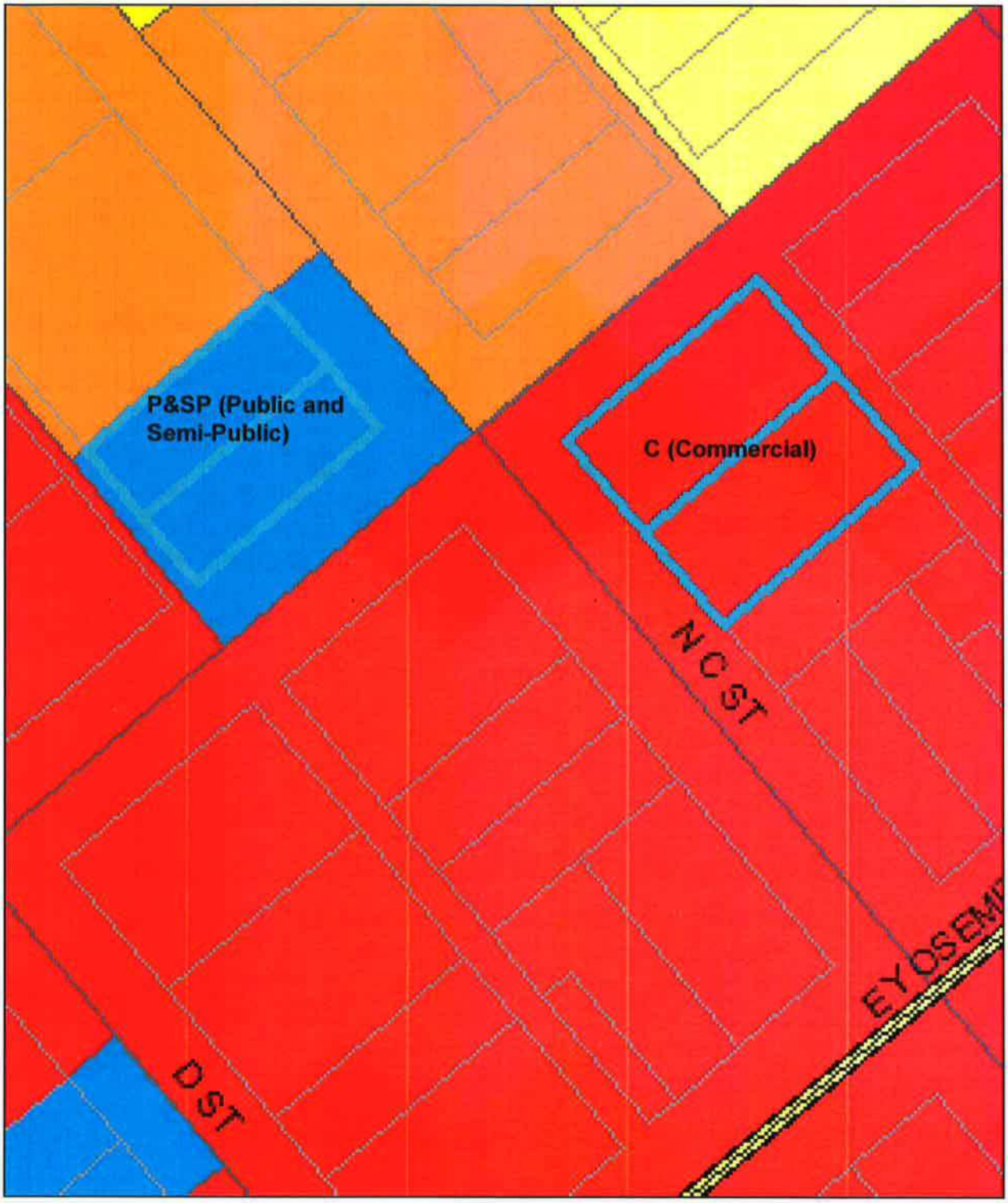
REFERENCE MATERIALS:

Aerial Map
General Plan Map
Zoning Map
Planning Commission Resolution No. 1831
City Council Resolution
    Exhibit A – General Plan Land Use Map
Ordinance
    Exhibit A - Zoning Map

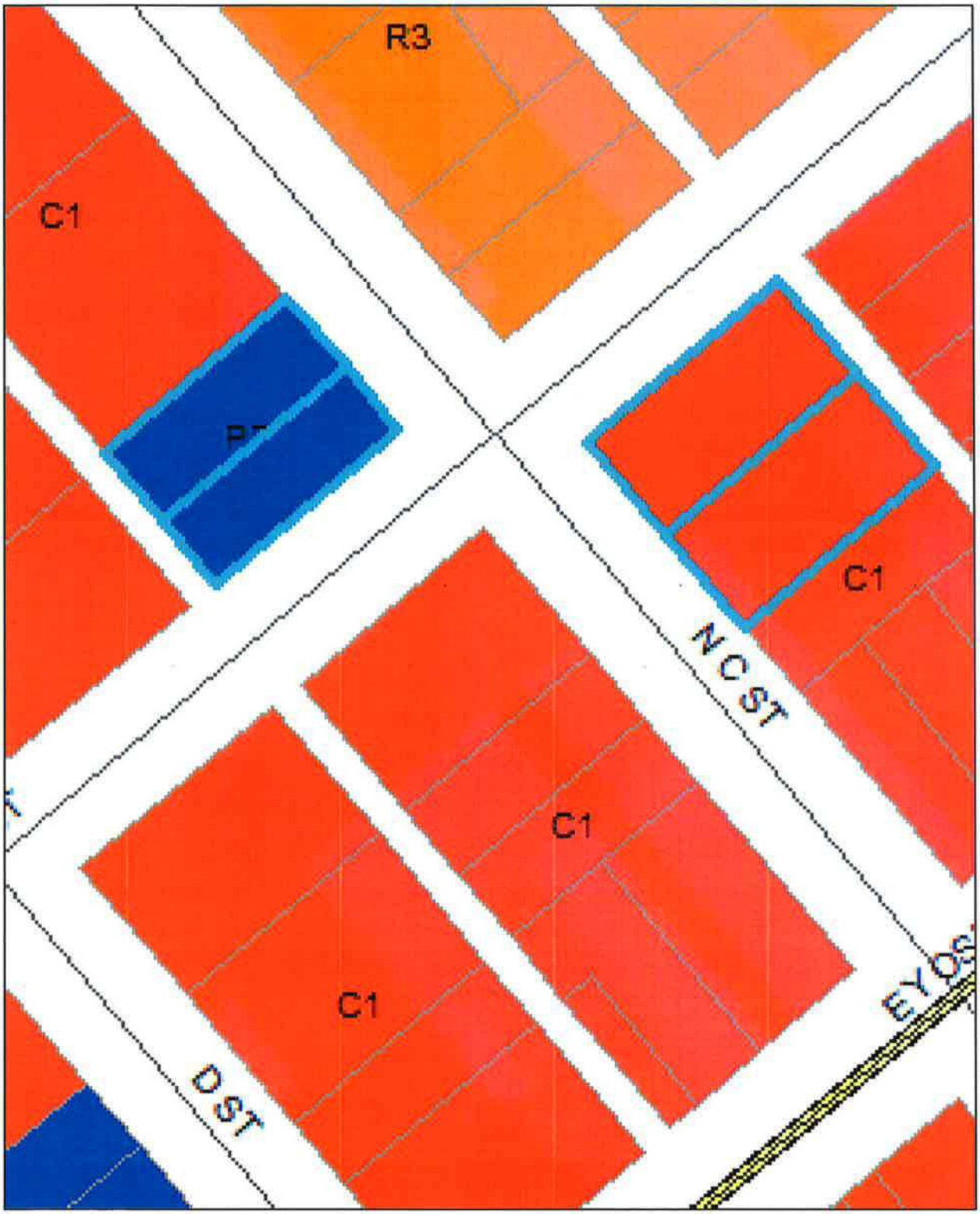
Aerial Photo



General Plan Map



Zoning Map



RESOLUTION NO. 1831

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF MADERA APPROVAL OF AMENDMENT OF THE GENERAL PLAN CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY .86-ACRES OF LAND LOCATED ON THE NORTHWEST AND SOUTHEAST CORNERS OF THE INTERSECTION OF NORTH C STREET AND EAST 5TH STREET FROM THE P&SP (PUBLIC AND SEMI-PUBLIC) AND C (COMMERCIAL) LAND USE DESIGNATIONS TO THE HD (HIGH DENSITY) LAND USE DESIGNATION AND APPROVAL OF AN ORDINANCE REZONING THE LAND FROM THE PF (PUBLIC FACILITIES) AND THE C1 (LIGHT COMMERCIAL) ZONE DISTRICTS TO THE PD-1500 (PLANNED DEVELOPMENT) ZONE DISTRICT

WHEREAS, State Law requires that local agencies adopt General Plans containing specific mandatory elements; and

WHEREAS, the City of Madera has adopted a Comprehensive General Plan Update and Environmental Impact Report, and the City of Madera is currently in compliance with State mandates relative to Elements of the General Plan; and

WHEREAS, State law also provides for periodic review, updates, and amendments of its various plans; and

WHEREAS, the City has initiated an amendment to the Madera General Plan amending the land use designations of four parcels of land encompassing .86-acre located on the northwest and southeast corners of the intersection of North C Street and East 5th Street from the P&SP (Public and Semi-Public) and C (Commercial) land use designations to the HD (High Density) land use designation; and

WHEREAS, the City has initiated a rezoning of the property from the PF (Public Facilities) and the C1 (Light Commercial) Zone Districts to the PD-1500 (Planned Development) Zone District to provide consistency with the proposed General Plan land use designation; and

WHEREAS, the City of Madera, acting as the Lead Agency, prepared an initial study and negative declaration for the project in compliance with the California Environmental Quality Act; and

WHEREAS, the negative declaration, the General Plan amendment and rezoning were distributed for public review and comment to various local agencies and groups; and

WHEREAS, public notice of this public hearing was given by mailed and published notice in accordance with the applicable State and Municipal Codes and standard practices; and

WHEREAS, the Planning Commission has completed its review of the staff report and documents submitted for the proposed project, evaluated the information and considered testimony received as a part of the public hearing process.

NOW THEREFORE BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF MADERA AS FOLLOWS:

1. The above recitals are true and correct.

2. The Planning Commission hereby recommends that the Madera General Plan land use map be amended as specified in attached Exhibit "A".

3. The proposed amendment to the Land Use Map is hereby found consistent with all elements of the Madera General Plan.

4. The proposed rezoning is hereby found to be consistent with all elements of the General Plan, including the land use map as amended by this resolution.

5. The Planning Commission hereby recommends the City Council adopt an ordinance rezoning property as specified within the attached Exhibit "B".

6. This resolution is effective immediately.

* * * * *

Passed and adopted by the Planning Commission of the City of Madera this 14th day of August, 2018, by the following vote:

AYES: Robert Gran Jr., Israel Cortes, Bruce Norton, Kenneth Hutchings, Pamela Tyler, Richard Broadhead.

NOES: None

ABSTENTIONS: None

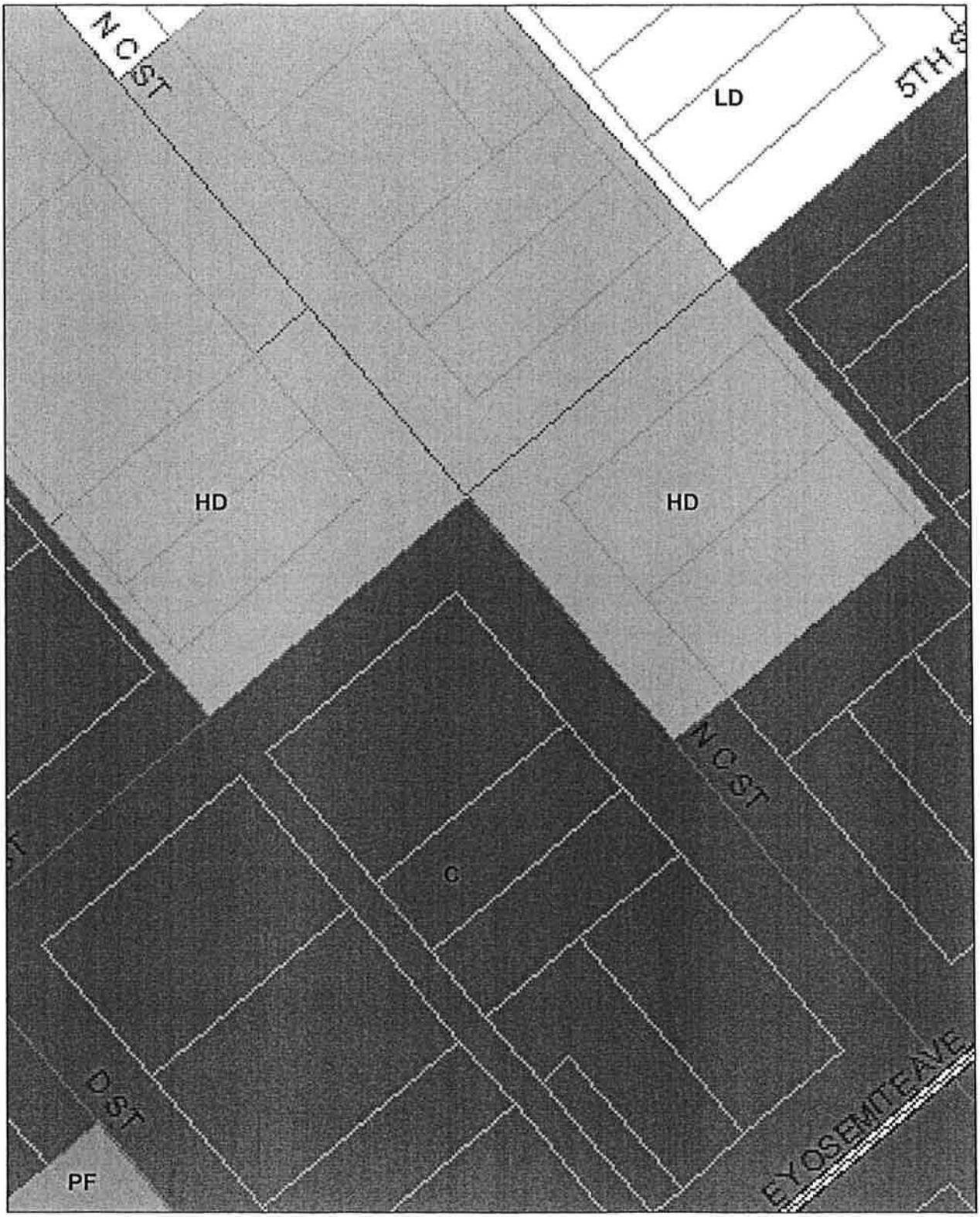
ABSENT: Jim DaSilva

Robert Gran Jr.
Planning Commission Chairperson

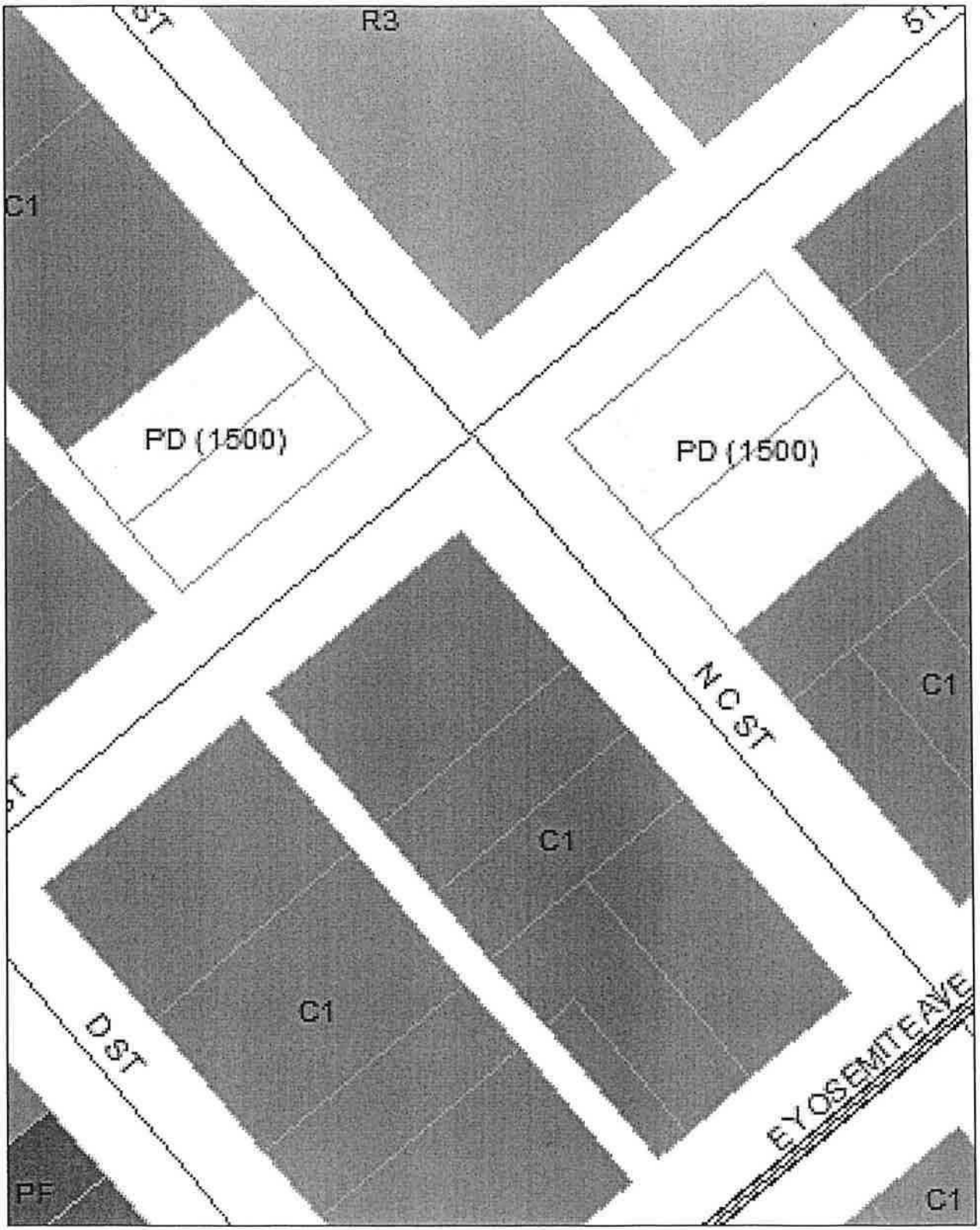
Attest:

Christopher F. Boyle
Planning Manager

PLANNING COMMISSION RESOLUTION NO. 1831
EXHIBIT 'A'



PLANNING COMMISSION RESOLUTION NO. 1831
EXHIBIT 'B'



RESOLUTION NO. ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AMENDMENT OF THE GENERAL PLAN CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY .86-ACRES OF LAND LOCATED ON THE NORTHWEST AND SOUTHEAST CORNERS OF THE INTERSECTION OF NORTH C STREET AND EAST 5TH STREET FROM THE P&SP (PUBLIC AND SEMI-PUBLIC) AND C (COMMERCIAL) LAND USE DESIGNATIONS TO THE HD (HIGH DENSITY) LAND USE DESIGNATION

WHEREAS, State Law requires that local agencies adopt General Plans containing specific mandatory elements; and

WHEREAS, the City of Madera has adopted a Comprehensive General Plan Update and Environmental Impact Report, and the City of Madera is currently in compliance with State mandates relative to Elements of the General Plan; and

WHEREAS, State law also provides for periodic review, updates, and amendments of its various plans; and

WHEREAS, the City has initiated an amendment to the Madera General Plan amending the land use designations of four parcels of land encompassing .86-acre located on the northwest and southeast corners of the intersection of North C Street and East 5th Street from the P&SP (Public and Semi-Public) and C (Commercial) land use designations to the HD (High Density) land use designation; and

WHEREAS, the City has initiated a rezoning of the property from the PF (Public Facilities) and the C1 (Light Commercial) Zone Districts to the PD-1500 (Planned Development) Zone District to provide consistency with the proposed General Plan land use designation; and

WHEREAS, the City of Madera, acting as the Lead Agency, prepared an initial study and negative declaration for the project in compliance with the California Environmental Quality Act; and

WHEREAS, the negative declaration, the General Plan amendment and rezoning were distributed for public review and comment to various local agencies and groups; and

WHEREAS, the Planning Commission of the City of Madera held a public hearing on August 14, 2018, and adopted a resolution recommending to the City Council approval of the General Plan amendment; and

WHEREAS, public notice of this public hearing was given by mailed and published notice in accordance with the applicable State and Municipal Codes and standard practices; and

WHEREAS, the City Council has completed its review of the staff report and documents submitted for the proposed project, evaluated the information and considered testimony received as a part of the public hearing process.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADERA AS FOLLOWS:

1. The above recitals are true and correct.

2. Based on the testimony and information presented at the hearing, and all of the evidence in the whole of the record pertaining to this matter, the City Council hereby finds that the City of Madera General Plan Land Use Map be amended as specified in attached Exhibit "A".

3. Based on the testimony and information presented at the hearing, and all of the evidence in the whole of the record pertaining to this matter, the City Council hereby finds that the proposed amendment to the City of Madera General Plan Land Use Map is hereby found consistent with all elements of the Madera General Plan.

4. This resolution is effective immediately.

* * * * *

RESOLUTION NO. _____
EXHIBIT 'A'



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP REZONING APPROXIMATELY .86-ACRE OR LAND LOCATED ON THE NORTHWEST AND SOUTHEAST CORNERS OF THE INTERSECTION OF NORTH C STREET AND EAST 5TH STREET FROM THE PF (PUBLIC FACILITIES) AND THE C1 (LIGHT COMMERCIAL) ZONE DISTRICTS TO THE PD-1500 (PLANNED DEVELOPMENT) ZONE DISTRICT AS IDENTIFIED WITHIN EXHIBIT "A"

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADERA AS FOLLOWS:

SECTION 1. The Planning Commission of the City of Madera and this Council have held public hearings upon the rezoning of this property and have determined that the proposed rezoning is consistent with the General Plan as amended and subsequent development will be in conformance with all standards and regulations of the Municipal Code.

SECTION 2. The City of Madera Zoning Map as provided for in Chapter 3 of Title 10 of the Madera Municipal Code is hereby amended as illustrated in the hereto attached Exhibit "A" which indicates the segment of the City of Madera Zoning Map to be amended. Unless the adoption of this amendment to the Zoning Map is lawfully stayed, thirty-one (31) days after adoption of this amendment, the Planning Director and City Clerk shall cause these revisions to be made to the City of Madera Zoning Map which shall also indicate the date of adoption of this revision and be signed by the Planning Director and City Clerk.

SECTION 3. Based upon the testimony and information presented at the hearing, the adoption of the proposed rezoning is in the best interest of the City of Madera, and the Council hereby approves the rezoning based on the following findings:

FINDINGS:

1. THE PROPOSED REZONE WILL PROVIDE THE REQUIRED CONSISTENCY BETWEEN THE GENERAL PLAN AMENDMENT AND ZONING.

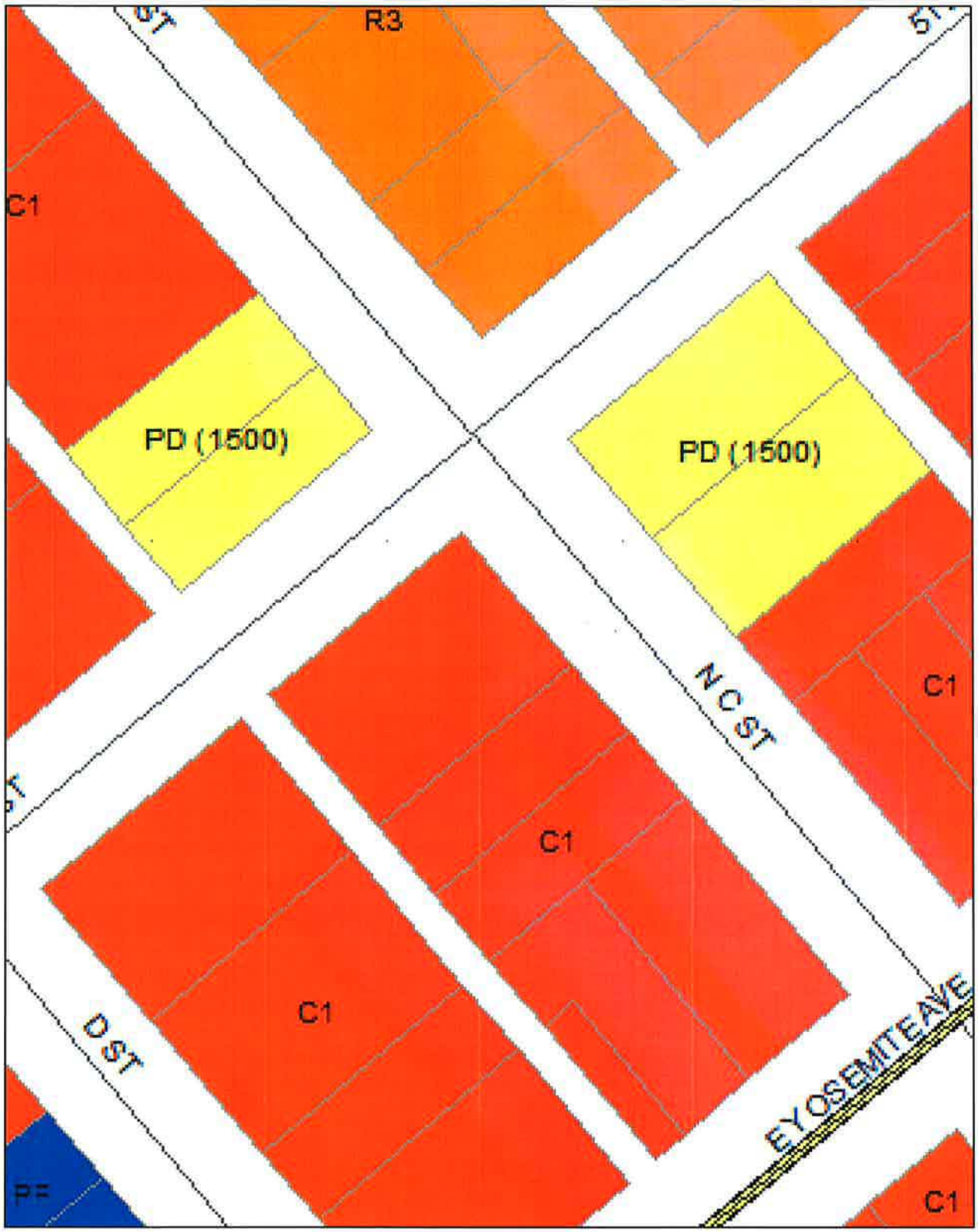
2. THE REZONE IS NOT EXPECTED TO BE DETRIMENTAL TO THE HEALTH, SAFETY, PEACE, COMFORT OR GENERAL WELFARE OF THE NEIGHBORHOOD OR THE CITY.

3. CITY SERVICES AND UTILITIES ARE AVAILABLE OR CAN BE EXTENDED TO SERVE THE AREA.

SECTION 4. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

* * * * *

EXHIBIT A



Return to Agenda

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF September 19, 2018

AGENDA ITEM NUMBER C-2

APPROVED BY

GRANTS ADMINISTRATOR

For **CITY ADMINISTRATOR**

SUBJECT:

PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION APPROVING 2017/2018 COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT AND FINANCIAL SUMMARY

RECOMMENDATION:

Staff recommends that Council open the public hearing, invite public input and approve the attached resolution.

DISCUSSION:

The Department of Housing and Urban Development (HUD) requires entitlement communities receiving Community Development Block Grant (CDBG) funds to annually review and publicly report on the progress made in carrying out its Annual Action Plan. Submission of the Consolidated Annual Performance and Evaluation Report (CAPER) is the reporting tool HUD requires to meet this obligation and is due to HUD within 90 days after the end of each program year (June 30, 2018).

As required by HUD regulations and the Citizen Participation Plan, staff obtained citizen participation by publishing and posting bilingual public hearing notices inviting the public to provide input on the contents of the report. Staff published a bilingual public hearing notice Saturday, September 1, 2018 in the Madera Tribune. Notices were also posted at City Hall, the Housing Authority of the City of Madera and the Madera County Library. The notices contained details on availability of the CAPER for review and information about the date, time, and location for the public hearing. Each notice stated, citizens' comments may be submitted in person and in writing until 5:00 p.m., Monday, September 17, 2018. 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 $1,040,341.56, which is an accumulated balance of grant funds awarded since the 2014/2015 program year. The specific year balances consists of remaining grant amounts as follows:

Program Year	Amount
2014/2015	$182,409.41
2015/2016	$32,877.86
2016/2017	$355,512.96
2017/2018	$469,541.33
Total	$1,040,341.56

During FY 2017/18 the City spent $672,011.21 through June 30, 2018. (Please see the chart below.) Staff believes this performance demonstrates the City's strong commitment to meeting the objectives of the CDBG program and recommends that Council approve submission of the 2017/2018 CAPER.

The following provides a summary of CDBG Capital Projects/Public Improvements activities funded during 2017/18 allocations:

Fresno/Madera Continuum of Care

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 to 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.

Bridge to Careers

The program assisted 30 low/moderate income students. Of the 30 students, 3 completed and received their High School Equivalency Certificate, 5 students dropped out of the program and one moved out of State. The remaining 21 students will continue at Madera Adult School in the HiSET Prep Course once school starts in August and the program will continue to assist these students while they work on obtaining their High School Equivalency Certificates.

Madera Coalition for Community Justice

Recruitment drives were conducted at junior high and high schools, local food share events, first Friday Art Shows 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 and the Art Shows, 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. They understand class participation has a significant impact on their future opportunities when it comes to applying for higher education. A total of 29 youth were served.

Parks Senior Services

Our meal program provides a nutritious and balanced meal five days per week throughout the year, excluding holidays, at three meal sites. In Program Year 2017/18, 15,223 meals were served. The Meals on Wheels program delivers seven nutritious meals, fresh fruits and vegetables once per week to qualified homebound seniors. In Program Year 2017/18 the program delivered 28,112 meals. Fitness and wellness programming takes 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 64,902 duplicated seniors. This includes participants involved in all programming listed above. According to the seniors involved:

•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.

Soccer Project Phase II

The final phase of this project is to install field lighting. On March 16, 2018, the City Council approved an agreement with an electrical contracting firm (Cable Links Construction Group, Inc.) to erect and activate lighting. The contractor has mobilized and began trenching for electrical cable and began installing lighting poles. The completion of all work is anticipated within the next 60-90 days. Completion of all aspects of this project and submittal of final claim for payment is anticipated by December 31, 2018.

Pan Am and Frank Bergon ADA Improvements/
Centennial Park Rehabilitation and Lighting Projects

The scope of improvements and the progress to date is as follows:

Reconstruction of concrete walkways and replacement with a new concrete surfaces. ADA detectable warnings and walking surface construction including tactile warning mats, visual warning markings, efficient watershed, enhanced skid resistance and appropriate ramping and up and down slopes.

Installation of ADA automatic door opener at the south entrance of the Bergon Center and the West entrance at the Pan Am Community Center. These improvements will provide a panel operated automatic door with timed mechanical opening and closing complete with activation and safety sensing. Quotes for this work have been obtained from at least one local contractor. More quotes are needed to meet the City's Purchasing Policy. An impediment to this achievement is that there are few local firms specializing in this work.

Restriping or striping of parking stalls at both locations. This element provides appropriately striped parking stalls in accordance with ADA Standards for Accessible Design, sufficient for the number of parking stalls and the volume of public usage at the building. This phase of the work was completed using City resources. A design firm has been retained to produce construction drawings. On February 7, 2018, the City Council approved an agreement with a professional engineering firm (O'Dell Engineering) for two CDBG-funded projects (ADA Improvements at Pan Am Community Center/Bergon Senior Center and Centennial Park Rehabilitation and Lighting) as well as plans for a variety of ADA improvements that could be undertaken in the future when funding becomes available. O'Dell Engineering produced preliminary (30%) plans currently under internal review. When the plans are finalized, contractors will be retained to perform the work in short order. It is anticipated the entire allocation for this project will be committed by the end of Calendar Year 2018 and a final claim for payment will be submitted early in 2019.

Fire Station No. 6 Emergency Generator

The generator is installed. It sits on a concrete pad, and it's protected by bollards. It is connected to an automatic transfer switch that will automatically provide power to the fire station in the event of a PG&E power loss.

Solar Powered LED Street Lights

The installation of 14 solar powered LED street lights is complete. They are working well and illuminating neighborhoods where traditional electrical, overhead powered street lights were not feasible. The street lights were installed near the City's water tower in mid-block locations adjacent to the tower's neighboring streets. To maximize luminance, Facilities staff avoided placing the street lights near trees. In addition, staff considered the presence of nearby shrubs, fences, driveways and street signs. Facilities staff is obtaining quotes for two additional street lights to be installed on or before June 30, 2019. This will increase the original proposed 12 street lights to 16.

E. Yosemite Ave. and Elm St. Intersection Improvements

Obstacles were overcome for this activity. The current contract represents the second attempt at securing a contractor that meets the CDBG requirements because the first advertisement had to be voided due to lack of good faith effort to meet CDBG requirements. There have been changes to the design where traffic signal equipment was shifted north along Yosemite Avenue to accommodate for ultimate build out of Yosemite Avenue. The changes must go through Caltrans, and it takes time to process and memorialize. The traffic signal poles have a lead time of approximately 18 weeks for this project where approximately 12 to 14 weeks is more common.

City staff has worked closely with Caltrans and the contractor. Construction began August and extends through the end of November 2018.

Washington Elementary School Sidewalk Improvements

Drawings are substantially complete. The construction was delayed when it was determined that one of the streets in which sidewalk was to be constructed was not centered on the existing right-of-way. This has resulted in a need to obtain sufficient right-of-way for the sidewalk. This is not viewed as a significant obstacle. Currently, staff anticipates construction moving forward in the next few months.

Pomona Ranch Temporary Housing for Homeless Families

The program provided approximately 6 months of free housing to homeless families and children under 18 years of age. Adults and older teens in the program were provided with free job training and financial management courses that enabled them to obtain and maintain steady employment with the goal of becoming financially self-sufficient and able to sign a one-year residential lease after the program expired. Job training and placement assistance is a key part of what makes the program successful, it allows families to become self-sufficient after the program ends. The families submitted employment applications for various employment opportunities. One of the tenants found full-time employment with a Solar Company. The program also connected participants to local banks that provided free financial education training through the Community Action Partnership of Madera County program to ensure residents would be able to manage their own finances and budgets when they left the program. Additionally, the Housing Authority of the City of Madera assisted families working with the Department of Social Services to receive assistance for housing-related down payments and other financial obligations. During the grant period, a total of 26 persons consisting of 6 households were served. Four of the six found affordable housing units in Madera and two relocated to housing in Fresno. All families served were extremely low income. The family compositions were as follows:

1 adult and 3 minors
1 adult and 5 minors
2 households consisting of 2 adults and 3 minors each
2 households consisting of 2 adults and 1 minor each

Cold Stone Creamery

The Small Business Loan Program issued a $100,000, 5%, 7-year loan to assist with the establishment of this business. The borrower agreed to employ within one year, to the maximum extent feasible, at least three full-time equivalent employment position(s), to be filled by low- and moderate-income "Targeted Income Group" individuals, and to faithfully comply with the semiannual reporting requirements which verify existing employment levels. (A Targeted Income Group job is not determined by the salary of the job, but by the verification of the employee's total family income.

2017/2018 expenditures for programs and projects are as follows:

CDBG 2017/2018		
Administration	**Expenditures**	**Balance**
CDBG Grant Oversight	$121,978.95	$20,262.05
Fresno/Madera Continuum of Care (Community Action Partnership of Madera County)	$16,950.00	$0.00
Sub Total	$138,928.95	$20,262.05
Public Services		
Bridge to Careers Madera County Workforce Investment Corporation	$7,945.00	$0.00
Madera Coalition for Community Justice	$7,943.95	$1.05
Parks Senior Services	$103,503.00	$0.00
Sub Total	$119,391.95	$1.05
Capital Projects/Public Improvements		
Soccer Project Phase II	$2,695.95	$71,282.73
Pan Am and Frank Bergon ADA Improvements/ Centennial Park Rehabilitation and Lighting Projects	$35,608.86	$412,619.14
Fire Station No. 6 Emergency Generator	$19,704.28	$3,482.80
Solar Powered LED Street Lights	$80,852.32	$13,035.86
E. Yosemite Ave. and Elm St. Intersection Improvements	$32,060.00	$230,499.00
Washington Elementary School Sidewalk Improvements	$10,105.82	$175,730.18
Pomona Ranch Temporary Housing for Homeless Families	$132,663.08	$24,872.92
Cold Stone Creamery	$100,000.00	$0.00
Sub Total	$413,690.31	$931,522.63
	$672,011.21	**$951,785.73**
Unprogrammed		**$88,555.83**
Total		**$1,040,341.56**

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.

VISION MADERA 2025 ACTION PLAN CONSISTENCY:

The projects and programs discussed in this report advance the following Visio 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 County Workforce Investment Corporation:

Strategy 215:	Educational and Occupational Opportunities: Ensure educational and occupational opportunities are available for all Maderans.
Strategy 211:	Business-Education Alliance: Create a business-education alliance to promote mutual support for vocational training.

Madera Coalition for Community Justice and Parks Senior Services:

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.

Pan Am and Frank Bergon ADA Improvements/
Centennial Park Rehabilitation 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.
Action 314.2:	Continue and expand facilities for youth-at-risk.
Strategy 332:	Youth Services: Expand comprehensive services for Madera's youth, including employment opportunities, community activities, sports programs, performing arts, and after-school programs.
Strategy 336:	Youth Center: Expand youth center facilities throughout the City.
Strategy 404:	Promote increased community wellness.
Strategy 406:	Community Safety: Reduce the incidence of domestic violence within the community including child abuse; spousal abuse; crimes against youth and the elderly; and crimes committed by youth.
Strategy 407:	Promote and expand existing services to allow Madera's elders to maintain independent lifestyles.
Strategy 411:	Enhance and expand recreational activities available to Maderans.

Fire Station No. 6 Emergency Generator:

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

Solar Powered LED Street Lights:

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

E. Yosemite Ave. and Elm St. Intersection and Washington Elementary School Sidewalk Improvements:

Strategy 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.

Cold Stone Creamery:

Strategy 331: Workforce Capacity: Expand and diversify business opportunities within Madera to provide workforce capacity.

RESOLUTION NO. 18 -_____

A RESOLUTION APPROVING THE 2017/2018 COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT AND FINANCIAL SUMMARY REPORT

THE COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, HEREBY FINDS, RESOLVES AND ORDERS AS FOLLOWS:

1. That certain "2017/2018" 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 on file in the office of the City Clerk and referred to for particulars, was presented to the Council at a public hearing held on September 19, 2018, and is hereby approved.

2. This resolution is effective immediately upon adoption.

City of Madera

2017/2018

Consolidated Annual

Performance and

Evaluation Report

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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, accessed data from and input data in the Homeless Management Information System and represented Madera in the Fresno/Madera Continuum of Care.
2. Provided scholarships/sponsorships for vocational training and certification programs for low-income adults.
3. Supported staffing, supplices and associated programming costs for Parks' suite of senior activities (1) Meals on Wheels, (2) Recreation and enrichment at three congregate sites and (3) nutrition/meal programs at each site.
4. Established a public art space in downtown and provided a new forum for visual, cultural art and music and other performance art.
5. Upgraded ten 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.
6. Began construction on the installation of a new traffic signal with an audible push button activation and countdown pedestrian sign head to allow for ADA compliance, construction of ADA compliant ramps on both sides of Yosemite Avenued and incorporated a pedestrian crosswalk theregy improving safety, accessibility and traffic circulation at the E. Yosemite Ave. and Elm St. intersection.
7. 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.

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	1	12.50%	6	1	16.67%
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		6	1	16.67%
Decent Housing (3)	Affordable Housing	CDBG: $0 / CalHOME: $ / CalHome: $ / HOME: $	Homeowner Housing Rehabilitated	Household Housing Unit	89	10	11.24%	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	20	29	145.00%	300	472	157.33%

OMB Control No: 2506-0117 (exp. 06/30/2018)

Expanded Economic Opportunities (2)	Non-Homeless Special Needs	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	10	30	300.00%			
Expanded Economic Opportunities (2)	Non-Homeless Special Needs	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		50	30	60.00%
Homeless Prevention (2)	Homeless	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		0	1	
Homeless Prevention (2)	Homeless	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	0	0		0	0	
Homeless Prevention (2)	Homeless	CDBG: $	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0		0	0	
Homeless Prevention (2)	Homeless	CDBG: $	Homelessness Prevention	Persons Assisted	196	26	13.27%	178	26	14.61%
Suitable Living Environment (1)	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	10	0	0.00%	5058	0	0.00%
Suitable Living Environment (1)	Non-Housing Community Development	CDBG: $	Other	Other	1340	0	0.00%			

OMB Control No: 2506-0117 (exp. 06/30/2018)

Suitable Living Environment (3)	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1	0	0.00%	9359	0	0.00%
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	3	0	0.00%			
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%	770	472	61.30%

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.

The City's use of CDBG funds addressed priorities as follows:

- One household received homebuyer counseling, closing costs and downpayment assistance through the CalHome program.
- A portion of the City's CDBG Administration allocation funded the Community Action Partnership of Madera County (CAPMC) local and regional homeless services coordination. Six homeless families (26 people) were housed, 4 found affordable housing in Madera and 2 relocated to Fresno.
- Two projects began that address public facility improvements--the E. Yosemite Ave. & Elm St. Intersection Improvements and the George Washington Elementary School sidewalk improvements.
- CalHome funds improved the health and safety of eight owner-occupied, single-family homes and two owner-occupied manufactured homes.
- Seniors (472) received balanced meals five days per week throughout the year, excluding holidays, at three meal sites. The Meals-on-Wheels program delivered seven nutritious meals, fresh fruits and vegetables once per week to qualified homebound seniors.
- Youth (20) planned and executed a first Firday Art Show to enhance their leadership skills and, also, received assistance locating scholarship and funding sources to continue their education beyond high school.
- Three ADA improvement projects were combined. Upon completion, the Pan Am Community Center, Frank Bergon Senior Center and John W. Wells Youth Center will be improved with new ADA compliant signange, automatic doors, parking and walkway slope improvements.
- One loan was issued through the Small Business Revolving Loan Program. This loan will create three, full-time employment equivalent jobs.

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	139
Black or African American	32
Asian	6
American Indian or American Native	10
Native Hawaiian or Other Pacific Islander	1
Total	**188**
Hispanic	393
Not Hispanic	368

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 (368) report their Ethnicity as Not Hispanic/Other.

According to the U.S. Census 2012-2016 American Community Survey 5-Year Estimates, 33.3% of American Indians and Alaska Natives are below poverty level. Yet, approximately 5.32% of participants identified as American Indian and Alaska Natives. Additionally, 38.1% of seniors received Supplemental Security Income (SSI) and/or cash public assistance income in the past 12 months. Seniors make up 62% of the total participants served. The unique demographic characteristic is that CDBG funds are serving a large number of Hispanic residents are approximately 52% of the population served. The percentage of Seniors and Hispanics served meet HUD's objective to service low-income residents.

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	CDBG	1,541,354	672,011
HOME	HOME		
HOPWA	HOPWA		
ESG	ESG		
Other	Other	640,915	461,879

Table 3 - Resources Made Available

Narrative

For the 2017/2018 Program Year, $572,011.21 was spent to carry out CDBG activities. An additional $100,000 from the Small Business Revolving Loan Fund was spent to provide a 5%, 7-year loan. This loan will create three full-time employment equivalent positions.

Using CalHome funds, $54,726 was used to provide closing costs and downpayment assistance to a household. Also, eight owner occupants of single-family homes received health and safety improvements. The manufacutred home of an owner occupant was replace, and a second manufacutred home was repaired for an owner occupant. This assistance totaled $407,153.

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, 2019.

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.

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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	0
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**	**0**

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	4	0
Number of households supported through Acquisition of Existing Units	0	0
Total	**4**	**0**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

iThe City did not provide CDBG funds for homeless affordable housing units. CDBG funds did assist with the retrofit of ten units at the Pomona Ranch Housing Center. Six homeless families 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. Four families found affordable housing in Madera, and two relocated to Fresno.

The City returned HOME funds to rehab existing units. This is because household qualification requirements make it difficult to find applicants in time to s pend the funds.

There is not enough CDBG funds to meet the needs for rental assistance, production of new units, rehab of existing units and acquisiton of existing units. The City funds activities to improve the qualifty of life and the environment for its low to moderate-income residents.

Discuss how these outcomes will impact future annual action plans.

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. If approved, the funding will be available beginning January 1, 2019. This 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). 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	0	0
Low-income	0	0
Moderate-income	0	0
Total	**0**	**0**

Table 7 – Number of Households Served

Narrative Information

Of the Seniors served, 76% were in poverty. The youth program served 31 youth and 54% were low/moderate. All of the participants (30) in the workforce Bridge to Careers program were very low

income. The homeless households (26 persons) assisted with the Pomona Ranch Housing Center program were all extremely low-income.

A rental housing inspection program was enacted during the program year. This program is carried out by the City's Code Enforcement Division. As of June 16, 2018, 24 inspections are scheduled and 22 were completed. Rental property owner are required to register their properties with the City. Approximately 750 properrties have registered, and about 5,000 properties will eventually need to register.

Inspectiors focus on items such as electricity (exposed wiring, lights hanging loose, overloaded circuits or wiring that is not done to code and outlets are tested) sanitation (evidence of insects and rodents, pet urine and feces, clogged toilets and sinks) structural hazards (indoor and outdoor loose boards, broken glass, holes in floors, broken doors, broken tiles, loose stairs and railings) plumbing problems (leaks, inoperable faucets and drains, dry rot or damp areas caused by inoperable plumbing), faulty burners on stoves, faulty weather protection such as leaks around windows, air spaces where there should be none, holes in the roof and walls, windows that allow rain indoors, faulty construction materials--use of string to hold things in place that should be secured by nails and screws, rope to tie something in place and plastic, smoke detectors and fire extinguishers. The program does not tract income levels or household size. According to the 2016 American Community Survey, 46.9% of renters pay $500 to $999 per month and 36.4% pay $1,000 to $1,499 while 48.5% pay 35% or more as a percentage of their household income. Renters in these percentages are more than likely low income households.

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 and the Madera County Sherriff's 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. During the Program Year, the number of outreach events and the results are as follows:

August 9, 2017 through September 30, 2017: Outreach was conducted six times to homeless encampments that were posted for clean-ups. Forty-four contacts were made and the results were posted to the Fresno/Madera Continuum of Care's Homeless By-Name Registry.

October 1, 2017 through December 28, 2017, outreach was conducted six times to homeless encampments that were posted for clean-ups. In December, outreach teams went back to encampments in the Fresno River to follow up with homeless individuals that were receptive to services. Forty-one contacts were made, and the results were posted to the Fresno/Madera Continuum of Care's Homeless By-Name Registry.

From January 1, 2018 through March 31,2018, outreach was conducted six time to homeless encampments posted for cleanp-ups by the City. Fifty-two contacts were made and the results posted to the Fresno/Madera Continuum of Care's Homeless by-Name Registry.

During April 1, 2018 to June 30, 2018, outreach was conducted seven time to posted homeless encampments as well as in parks and streets. Individuals that were receptive to services completed a VISPDAT and were added the the Fresno/Madera Continuum of Care's Homeless By-Name Registry. In this way, Mader's Housing kNavigator can start assisting them with getting documents ready for Permanent Housing. Fifty-seven contacts were made.

Addressing the emergency shelter and transitional housing needs of homeless persons

A City staff member is on the local Federal Emergency Management Agency (FEMA) Board. Additional FEMA board members include a representative from the Salvation Army, Hope House, the Sherriff's

Department, United Way, the Rescue Mission and the Madera County Food Bank. This board allocates the annual FEMA award through the Community Action Partnership of Madera County. FEMA funds are allocated to the Madera County Food Bank. They provide a portion of the Rescue Mission's food commoditiies.

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-occurrign 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. Please see the attached FMCoC Board meeting agenda packet.

In addition, Assembly Bill 109 (AB109), passed by California voters in 2011, known as "realignment," diverts people convicted of certain classes of less serious felonies from the Department of Corrections (state prison) to local county jails. To help diverted people after being discharged, a CAPMC representative attends the local AB109 group. This group's task is to coordinate with corrections personnel to learn and address the following:

1. Develop a resource brochure.
2. What noticing can be provided by corrections to agencies, if any, prior to diversion.
3. The number of diverted people.
4. If a specific weekday can be used for diversion.
5. How to work with probation while the diverted person(s) are on local supervision.
6. Research and apply for funding for housing and case management.
7. Prepare procedures to identify diverted persons level of education.
8. Promote GED attainment by diverted persons.
9. Promote job training and employment assistance.

10. Promote programs to further diverted persons' self-sufficiency.

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. The City's CDBG-funded IDIS Activity 236, has expanded its reach and furthered the City's homelessness prevention Consolidated Plan goal by attending the local AB109 group and participate in completing the above-numbered tasks.

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

Incorporating SOAR into coordinated entry assessments, for individuals without adequate income who may qualify for Social Security disability benefits may receive immediate referrals to local SOAR providers and employment services, as appropriate. Incorporating SOAR screening, referrals and case management into the coordinated entry system helps prioritize access to benefits assistance for those who are most vulnerable. Helping those most in need to quickly obtain income increases the likelihood that they will be able to secure appropriate housing and pay a portion of their rent.

Using CDBG funds, the Housing Authority of the City of Madera retrofit ten units of a 50-unit migrant housing facility, the Pomona Ranch Housing Center. This allowed six homeless families with children under 18 years of age to receive approximately six month of free housing. Adults and older teens in the program were provided with free job training and financial management courses that enabled them to obtain and maintain steady employment with the goal of becoming financially self-sufficient and able to sign a one-year residential lease when the program expired. Job training and placement assistance are key components of a successful program. These components allow families to become self-sufficient after the program ends. One person obtained employment with a Solar company. The program also connected people with local banks that provided free financial education training through the

Community Action Partnership of Madera County's program to ensure that residents are able to manage their own finances and budget when they leave the program. The families also received assistance from the Department of Social Services for assistance with housing-related down payments and other fiancial obligations. During the program's term, a total of 26 people were served, 4 of the 6 families found affordable housing units in Madera and 2 in Fresno. All of the families served during this grant were extremely low income. The composition of the families were as follows: 1 adult and 3 minors, 1 adult and 5 minors, 2 households consisting of 2 adults and 3 minors each and 2 households consisting of 2 adults and 1 minor each.

DRAFT

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 City and HACM anticipate applying for funds from the Affordable Housing and Sustainable Communities (AHSC) a California Climate Investment Program. The AHSC program builds healthier communities and protects the environment by increasing the supply of affordable places to live near jobs, stores, transit, and other daily needs. Personal vehicle use is, by far, the most significant source of greenhouse gas emissions in California. AHSC reduces these emissions by funding projects that make it easier for residents to get out of their cars and walk, bike or take public transit. AHSC is funded by auction proceeds from California's Cap-and-Trade emissions reduction program. Two sites are proposed for affordable rental housing. One with reduced rents and the second dedicated to Veterans' housing.

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.

Actions taken to provide assistance to troubled PHAs

HACM is not designated as a "troubled."

DRAFT

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. Estimataed completion July 1, 2018 to June 30, 2020.

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 singlep-family and multi-family rental housing is inspected.

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 2017/2018, 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 Zocalo de Madera program to provide youth leadership skills by carrying out the First Friday Art Shows and other performances, receive 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.
- Madera County Workforce Investment Corporation Bridge to Careers Program to provide unemployed adults access to completing their GED, and obtain training and job placement assistance.
- HACM Pomona Ranch Housing Center temporary housing for the homeless.
- E. Yosemite Ave. and Elm Street Intersection Improvement Project.
- George Washington Elementary School Sidewalk Improvement Project.

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 will continue to participate on the FEMA Board, the Madera Homeless Coalition and the Fresno/Madera Continuum of Care meetings. In addition, the City will collaborate 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) and Homeless Emergency Aid Program (HEAP) 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)

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. 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.

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 or other matters. Staff works with departments issuing CDBG-funded RFPs to ensure minority business and Section 3 outreach and compliance is included. City staff will coordinate with the CAPMC and the HACM to comprehensively plan and prioritiz specific objectives for reducing and ending homelessness. 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 at the Madera Housing Authority and Madera County Library and 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.

For the remaining years of the Plan, the City does will coordinate efforts to fund activities consistent with the strategies contained in the Plan. Staff looks forward to working with HUD staff to assure compliance with CDBG-funded activities.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

DRAFT

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.

For the remaining years of the Plan, the City does will coordinate efforts to fund activities consistent with the strategies contained in the Plan. Staff looks forward to working with HUD staff to assure compliance with CDBG-funded activities.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

DRAFT

PART I: SUMMARY OF CDBG RESOURCES	
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	311,206.43
02 ENTITLEMENT GRANT	795,959.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	100,000.00
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	(700,000.00)
08 TOTAL AVAILABLE (SUM, LINES 01-07)	507,165.43
PART II: SUMMARY OF CDBG EXPENDITURES	
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	533,082.26
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	533,082.26
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	138,928.95
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)	672,011.21
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	(164,845.78)
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	533,082.26
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	533,082.26
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	119,391.95
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)	119,391.95
32 ENTITLEMENT GRANT	795,959.00
33 PRIOR YEAR PROGRAM INCOME	0.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	795,959.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	15.00%
PART V: PLANNING AND ADMINISTRATION (PA) CAP	
37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	138,928.95
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)	138,928.95
42 ENTITLEMENT GRANT	795,959.00
43 CURRENT YEAR PROGRAM INCOME	100,000.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	895,959.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	15.51%

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
2017	6	249	6139554	Pomona Ranch Housing for Homeless Families	03C	LMC	$100,901.77
2017	6	249	6146231	Pomona Ranch Housing for Homeless Families	03C	LMC	$29,611.18
2017	6	249	6174164	Pomona Ranch Housing for Homeless Families	03C	LMC	$2,150.13
					03C	**Matrix Code**	**$132,663.08**
2010	18	184	6146231	Soccer Project Phase 2	03F	LMA	$468.56
2010	18	184	6174164	Soccer Project Phase 2	03F	LMA	$2,227.39
2015	8	230	6174164	Pan Am and Frank Bergon ADA Improvements	03F	LMA	$4,703.21
2016	7	241	6174164	Centennial Park Rehabilitation and Lighting Project	03F	LMA	$30,905.65
					03F	**Matrix Code**	**$38,304.81**
2016	9	243	6091671	Solar Powered LED Street Lights	03K	LMA	$61.09
2016	9	243	6106653	Solar Powered LED Street Lights	03K	LMA	$76,933.10
2016	9	243	6119239	Solar Powered LED Street Lights	03K	LMA	$3,425.87
2016	9	243	6139391	Solar Powered LED Street Lights	03K	LMA	$432.26
2017	7	251	6142441	E. Yosemite Ave. and Elm St. Intersection Improvements	03K	LMA	$25,794.12
2017	7	251	6174164	E. Yosemite Ave. and Elm St. Intersection Improvements	03K	LMA	$6,265.88
2017	8	250	6142441	Washington Elementary School Sidewalk Improvements	03K	LMA	$5,046.16
2017	8	250	6174164	Washington Elementary School Sidewalk Improvements	03K	LMA	$4,856.37
2017	8	250	6187431	Washington Elementary School Sidewalk Improvements	03K	LMA	$203.29
					03K	**Matrix Code**	**$123,018.14**
2016	8	242	6106653	Fire Station No. 6 Emergency Generator	03O	LMA	$18,995.91
2016	8	242	6119239	Fire Station No. 6 Emergency Generator	03O	LMA	$708.37
					03O	**Matrix Code**	**$19,704.28**
2017	4	247	6106653	Parks Senior Services	05A	LMC	$25,875.75
2017	4	247	6139391	Parks Senior Services	05A	LMC	$43,126.25
2017	4	247	6174164	Parks Senior Services	05A	LMC	$17,250.50
2017	4	247	6186277	Parks Senior Services	05A	LMC	$17,250.50
					05A	**Matrix Code**	**$103,503.00**
2017	5	248	6178726	Madera Coalition for Community Justice	05D	LMC	$7,943.95
					05D	**Matrix Code**	**$7,943.95**
2017	3	246	6146231	Bridge to Careers	05H	LMC	$7,945.00
					05H	**Matrix Code**	**$7,945.00**
2017	9	252	6168397	Cold Stone Creamery	18A	LMJ	$100,000.00
					18A	**Matrix Code**	**$100,000.00**
Total							**$533,082.26**

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
2017	4	247	6106653	Parks Senior Services	05A	LMC	$25,875.75
2017	4	247	6139391	Parks Senior Services	05A	LMC	$43,126.25
2017	4	247	6174164	Parks Senior Services	05A	LMC	$17,250.50
2017	4	247	6186277	Parks Senior Services	05A	LMC	$17,250.50
					05A	**Matrix Code**	**$103,503.00**
2017	5	248	6178726	Madera Coalition for Community Justice	05D	LMC	$7,943.95
					05D	**Matrix Code**	**$7,943.95**

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2017	3	246	6146231	Bridge to Careers	05H	LMC	$7,945.00
					05H	**Matrix Code**	**$7,945.00**
Total							**$119,391.95**

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
2017	1	244	6106653	Administration	21A		$31,627.24
2017	1	244	6119239	Administration	21A		$184.02
2017	1	244	6139391	Administration	21A		$50,073.42
2017	1	244	6142441	Administration	21A		$24.79
2017	1	244	6174164	Administration	21A		$20,361.53
2017	1	244	6178726	Administration	21A		$91.73
2017	1	244	6186277	Administration	21A		$19,562.03
2017	1	244	6187431	Administration	21A		$54.19
2017	2	245	6106653	Fresno/Madera Continuum of Care	21A		$3,934.38
2017	2	245	6119239	Fresno/Madera Continuum of Care	21A		$4,554.42
2017	2	245	6174164	Fresno/Madera Continuum of Care	21A		$7,406.00
2017	2	245	6178726	Fresno/Madera Continuum of Care	21A		$1,055.20
					21A	**Matrix Code**	**$138,928.95**
Total							**$138,928.95**

Return to Agenda

REPORT TO

THE CITY COUNCIL

COUNCIL MEETING OF:
September 19, 2018

AGENDA ITEM NUMBER:

C-3

Approved By:

PLANNING MANAGER

For CITY ADMINISTRATOR

SUBJECT: Consideration of:

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

And

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

RECOMMENDATION:

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

SUMMARY:

The attached resolutions will begin the proceedings for the annexation of the development projects known as the Adelaide subdivision and the Riverwalk subdivision (the "Projects") into Community Facilities District 2005-01 (the "CFD 2005-01"). The conditions of approval for the Project require it to annex into CFD 2005-01, which was established as an annexable district to provide funding to offset the increased cost for police services, fire suppression and protection services, park maintenance, and storm drainage system operation and maintenance.

DISCUSSION:

By Resolution No. 05-334, the City Council established CFD 2005-01, a Mello Roos Community Facilities District, with the intention that future development within the City of Madera (the "City") would annex into this district. The special taxes collected from the property owners within the district are to be used for the funding of public safety services, open space operations and park maintenance.

Two projects cumulatively make up Annexation No. 4. The first project, the Adelaide subdivision, is owned by the Successor Housing Agency and is located between Adelaide Avenue and Lily Street. The Adelaide subdivision includes the development of approximately nineteen (19) single-family residential units. The boundaries of the Adelaide Subdivision consist of the area within assessor's parcel numbers 008-102-003, 008-102-007, and 008-102-008 as depicted on Exhibit A. The second project, the Riverwalk subdivision, also owned by the Successor Housing Agency and is located east of the intersection of Riverside Drive and D Street. The Riverwalk subdivision include the development of approximately twelve (12) single-family residential units. The boundaries of the Riverwalk subdivision consist of the area within assessor's parcel number 007-022-002, 007-022-014, 007-031-001, 007-031-002, 007-031-004, 007-031-005, 007-031-016, 007-031-017, 007-031-018, 007-031-019 as depicted on Exhibit A.

Project Name	Owner	Lots	Location
Adelaide Subdivision	Successor Housing Agency	19	Adelaide/Lily
Riverwalk Subdivision	Successor Housing Agency	12	D/Riverside

The two attached resolutions represent the first steps that must be taken in the annexation process. The first resolution adopts a boundary map depicting the territory that is proposed for annexation. The second resolution declares the City's intention to annex the proposed territory into CFD 2005-01. This will be the fourth annexation into the district. The resolution also establishes November 7, 2018, as the public hearing date for the final consideration of the annexation of the property into CFD 2005-01. Once the annexation is complete, the property owners of the Project will be required to pay annual special taxes for CFD 2005-01, beginning in Fiscal Year (FY) 2019/2020 as itemized on their property tax bill in accordance with the rate set forth in the Rate and Method of Apportionment of Special Tax. The current rates for CFD 2005-01 are shown in Table 1 of Exhibit B.

FINANCIAL IMPACT:

Based on the 2018/2019 Fiscal Year CFD 2005-01 assessments for single and multi-family residential units, the estimated annual revenue received by the City for the annexation (Fund 76650) will be $13,923.34 at full buildout of the developments. CFD 2005-01 includes an annual CPI adjustment. The process for annexation is funded by the developer and no General Fund monies are used for this effort.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ATTACHMENTS
Resolution Adopting Boundary Map
Exhibit A – Boundary Map
Resolution of Intent to Annex Territory
Exhibit B – Rate and Method of Apportionment

RESOLUTION NO. _____

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

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

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

WHEREAS, there has been submitted a map attached as Exhibit A showing the territory proposed to be annexed to CFD No. 2005-01, said area to be designated as Community Facilities District No. 2005-01, Annexation No. 4 (hereafter referred to as "Annexation No. 4").

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

SECTION 1. Recitals. The above recitals are all true and correct.

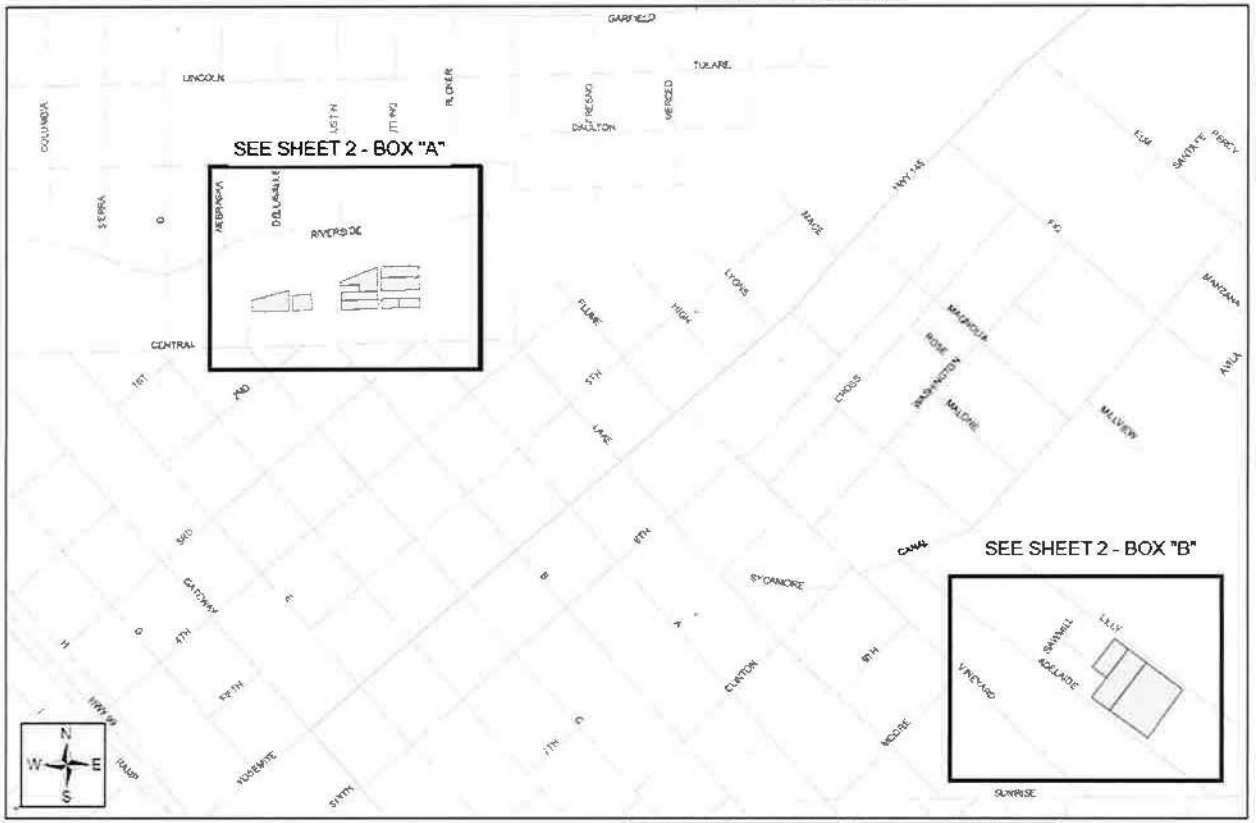
SECTION 2. Annexation Map. The map showing Annexation No. 4 and to be subject to the levy of a special tax by CFD No. 2005-01 upon the annexation of such territory to CFD No. 2005-01 is hereby approved and adopted. Such map is designated by the name of "Annexation No. 4 to City of Madera Community Facilities District No. 2005-01."

SECTION 3. Certificate. A certificate shall be endorsed on the original and on at least one (1) copy of the map of Annexation No. 4, evidencing the date and adoption of this Resolution, and within fifteen days after the adoption of the Resolution fixing the time and place of the Public Hearing on the intention to annex Annexation No. 4 to CFD No. 2005-01, a copy of said map shall be filed with the correct and proper endorsements thereon with County Recorder, all in the manner and form provided for in Section 3111 of the Streets and Highways Code of the State California.

EXHIBIT A

ANNEXATION MAP NO. 4
COMMUNITY FACILITIES DISTRICT NO. 2005-01

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 2018.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2005-01, CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MADERA AT A REGULAR MEETING, THEREOF, HELD ON THE _____ DAY OF _____, 2018, BY ITS RESOLUTION NO. _____.

_____
CITY CLERK
CITY OF MADERA

FILED THIS _____ DAY OF _____, 2018, AT THE HOUR OF _____ O'CLOCK ____M. IN BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AND INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF MADERA, STATE OF CALIFORNIA.

_____
COUNTY RECORDER
COUNTY OF MADERA
STATE OF CALIFORNIA

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

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

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

Legend

- Annexation Parcel
- Map Reference Number

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	007-092-002
2	007-092-014
3	007-231-001
4	007-231-002
5	007-231-004
6	007-231-005
7	007-231-016

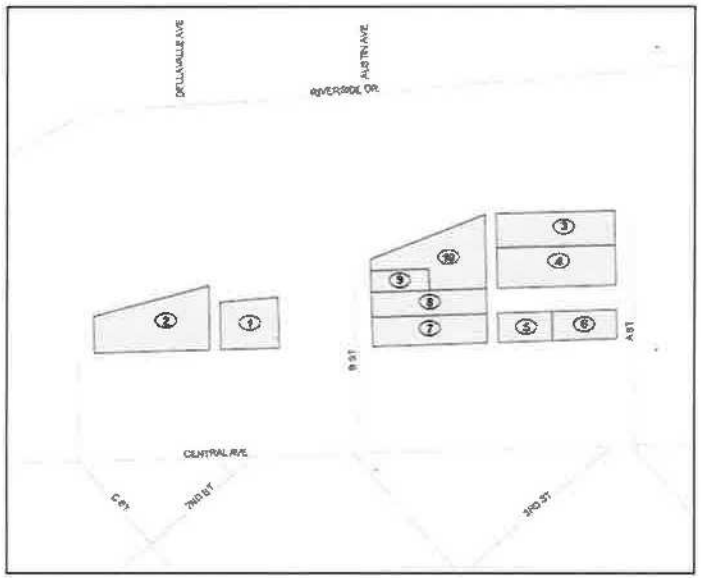
MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
8	007-231-017
9	007-231-018
10	007-231-019
11	009-102-003
12	009-102-007
13	009-102-008

WILLDAN

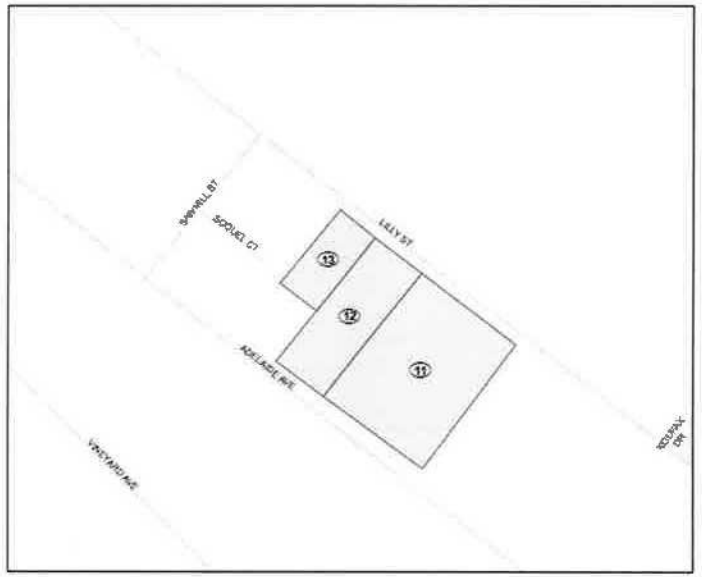
ANNEXATION MAP NO. 4
COMMUNITY FACILITIES DISTRICT NO. 2005-01

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA

BOX "A"



BOX "B"





Legend

- Annexation Parcel
- (1) Map Reference Number

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	007-022-002
2	007-022-014
3	007-031-001
4	007-031-002
5	007-031-004
6	007-031-005
7	007-031-015

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
8	007-031-017
9	007-031-018
10	007-031-019
11	008-102-003
12	008-102-007
13	008-102-008

WILLDAN

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY (ADELAIDE AND RIVERWALK SUBDIVISIONS) TO A COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN, THE CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-01 (PUBLIC SERVICES) ANNEXATION NO. 4.

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

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

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

SECTION 1. This Council hereby finds and determines that public convenience and necessity require that territory be added to the CFD.

SECTION 2. The name of the existing CFD is "Community Facilities District No. 2005-01 (Public Services)".

SECTION 3. The territory included in the existing CFD is as shown on the map thereof filed in the office of the County Recorder, County of Madera State of California, to which map reference is hereby made which have been filed with the Madera County Recorder's Office.

The territory now proposed to be annexed to the CFD is as shown on the Boundary Map of Annexation No. 4 to the CFD, on file with the City Clerk, a copy of which is attached hereto as Exhibit "A" and made a part hereof, the boundaries of which territory are hereby preliminarily approved. The City Clerk is hereby directed to cause the recordation of said Boundary Map of Annexation No. 4 to the CFD, showing the territory to be annexed, in the Office of the County Recorder of the County of Madera within fifteen days of the date of adoption of this resolution.

SECTION 4. The types of public services financed by the CFD and pursuant to the Act consist of those services (the "Service Costs") described in Exhibit "B", the Rate and Method of Apportionment of Special Tax. It is presently intended that the Service Costs will be shared, without preference or priority, by the existing territory in the CFD and the territory proposed to be annexed to the CFD.

SECTION 5. Except to the extent that funds are otherwise available to the CFD to pay for the Services and/or the principal and interest as it becomes due on bonds of the CFD issued to finance the Services, a special tax sufficient to pay the costs thereof is intended to be levied annually within the CFD, and collected in the same manner as ordinary ad valorem property taxes. The proposed rate and method of apportionment of the special tax among the parcels of real property within the CFD, as now in existence and following the annexation proposed herein, and in sufficient detail to allow each landowner within the territory proposed to be annexed to the CFD to estimate the maximum amount such owner will have to pay, is described in Exhibit B, which is hereby incorporated by this reference.

SECTION 6. Notice is given that on November 7, 2018, at 6:00 p.m., in the regular meeting place of this Council, being the City Council Chambers, located at 205 W. 4th St, Madera, California, the Council, as legislative body for the CFD, will conduct a public hearing on the annexation of territory to the CFD and consider and finally determine whether the public interest, convenience and necessity require said annexation of territory to the CFD and the levy of said special tax therein.

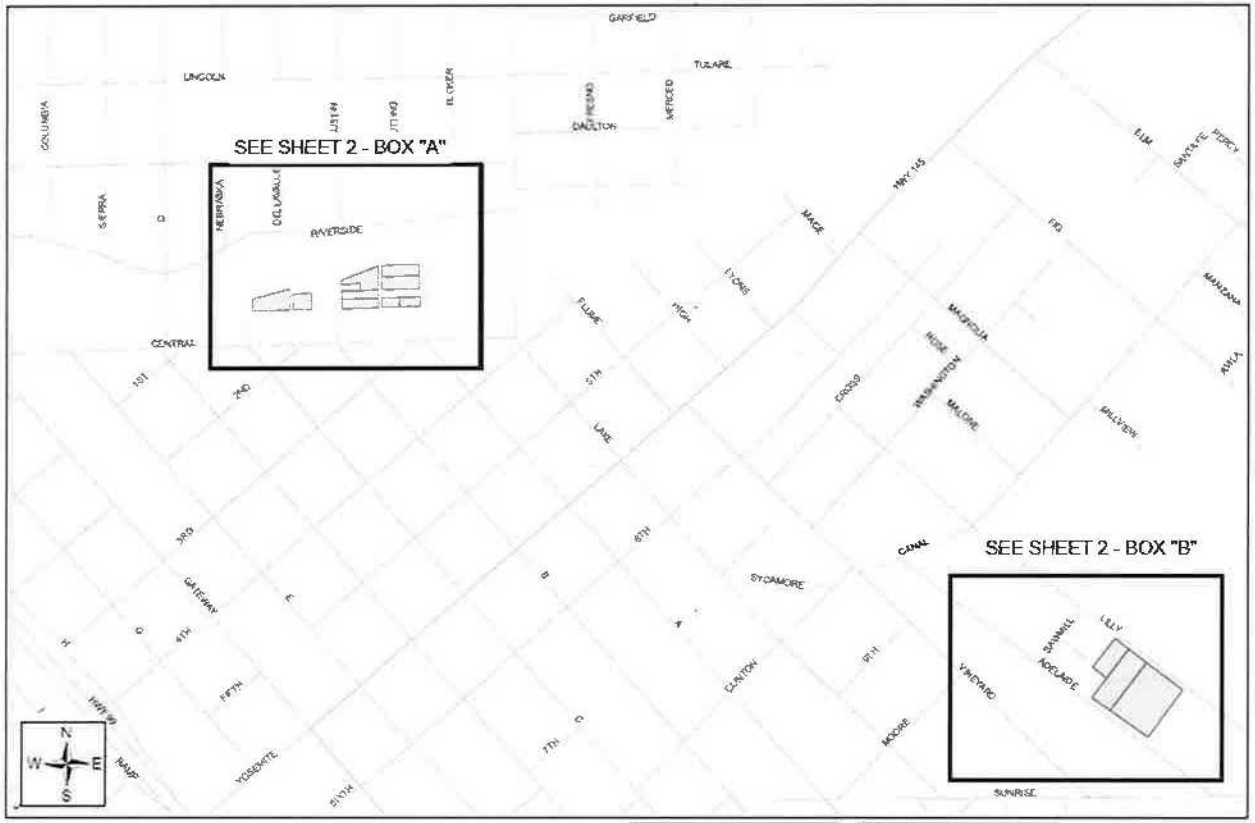
SECTION 7. The City Clerk is hereby directed to cause notice of said public hearing to be given by publication one time in a newspaper of general circulation in the area of the CFD. The publication of said notice shall be completed at least seven days before the date herein set for said hearing. Said notice shall be substantially in the form specified in Section 53339.4 of the Act. The City Clerk shall also cause a copy of the Resolution of Annexation, or a notice thereof, to be mailed to each landowner (and to each registered voter, if any) within the territory proposed to be annexed, which resolution or notice shall be mailed at least fifteen days before the date of said hearing.

EXHIBIT A

SHEET 1 OF 1

ANNEXATION MAP NO. 4
COMMUNITY FACILITIES DISTRICT NO. 2005-01

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA



Legend

- Annexation Parcel
- Map Reference Number

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	007-022-002
2	007-022-014
3	007-031-001
4	007-031-002
5	007-031-004
6	007-031-005
7	007-031-016

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
8	007-031-017
9	007-031-018
10	007-031-019
11	008-102-003
12	008-102-007
13	008-102-008

FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 2018.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2005-01, CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MADERA AT A REGULAR MEETING, THEREOF, HELD ON THE _____ DAY OF _____, 2018, BY ITS RESOLUTION NO. _____.

_____
CITY CLERK
CITY OF MADERA

FILED THIS _____ DAY OF _____, 2018, AT THE HOUR OF _____ O'CLOCK _____ M. IN BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AND INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF MADERA, STATE OF CALIFORNIA.

_____
COUNTY RECORDER
COUNTY OF MADERA
STATE OF CALIFORNIA

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

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

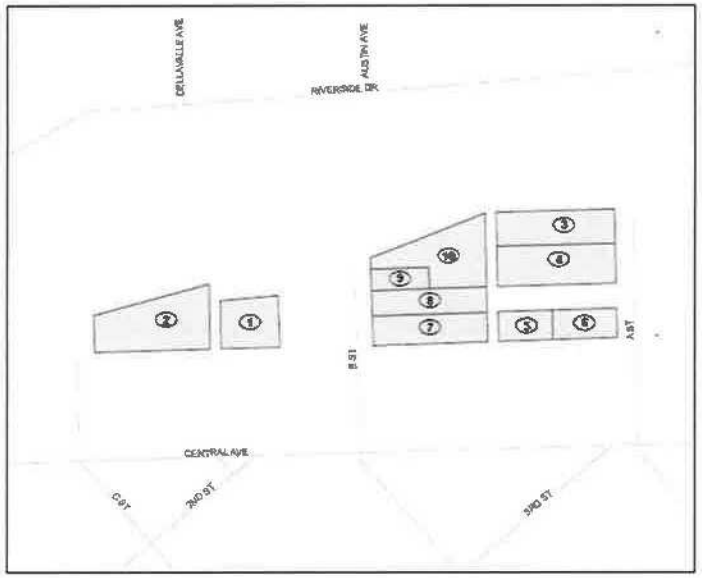
THE MADERA COUNTY ASSESSOR'S MAP SHALL GOVERN FOR ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

WILLDAN

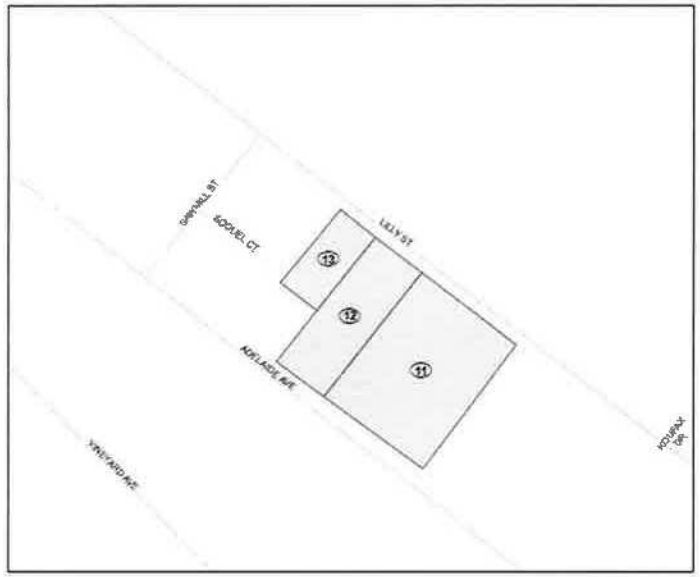
ANNEXATION MAP NO. 4
COMMUNITY FACILITIES DISTRICT NO. 2005-01

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA

BOX "A"



BOX "B"





Legend

Annexation Parcel

1 Map Reference Number

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	007-022-002
2	007-022-014
3	007-031-001
4	007-031-002
5	007-031-004
6	007-031-005
7	007-031-016

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
8	007-031-017
9	007-031-018
10	007-031-019
11	008-102-003
12	008-102-007
13	008-102-008

WILLDAN

CITY OF MADERA
COMMUNITY FACILITIES DISTRICT NO. 2005-1
RATE AND METHOD OF APPORTIONMENT

A Special Tax of Community Facilities District No. 2005-1 of the City of Madera (the "District") shall be levied on all Assessor's Parcels in the District and collected each Fiscal Year commencing in Fiscal Year 2006-07 in an amount determined by the City through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the District, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

"Act" means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California, as amended, which authorizes the establishment of the District to finance: a) police protection services, and b) fire protection and suppression services, c) park maintenance, d) storm drainage system operation and maintenance and other services as defined herein including but not limited to ambulance and paramedic services.

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

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

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

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

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

"City" means the City of Madera.

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

"County" means the County of Madera, California.

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

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

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

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

"District" means Community Facilities District No. 2005-1 of the City of Madera.

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

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

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

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

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

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

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

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

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

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

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

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

"Special Tax Requirement" means that amount required in any Fiscal Year for the District to: (i) pay for Service Costs; (ii) pay reasonable Administrative Expenses; (iii) pay any amounts

required to establish or replenish any reserve funds; and (iv) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less any surplus of funds available from the previous Fiscal Year's Special Tax levy.

"State" means the State of California.

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

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

"Undeveloped Property" means, for each Fiscal Year, all Assessor's Parcels of Taxable Property not classified as Developed Property or Entitled Property, including an Assessor's Parcel that is designated as a remainder parcel and is not identified as potential Public Property by any final documents and/or maps available to the District Administrator.

"Unit" means any separate residential dwelling unit in which a person or persons may live, which comprises an independent facility capable of conveyance separate from adjacent residential dwelling units and is not considered to be for commercial or industrial use.

B. ASSIGNMENT TO LAND USE CATEGORIES

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

C. MAXIMUM SPECIAL TAX RATE

1. Developed Property

TABLE 1
Maximum Special Tax for Developed Property
Community Facilities District No. 2005-1

Land Use Class	Description	Maximum Special Tax Per Unit[1]
1	Developed Single-Family Residence	$311 per Unit

2	Developed Multi-Family Residence	$285 per Unit
[1] Maximum Special Tax includes Administrative Expenses.		

2. Entitled Property

TABLE 2
Maximum Special Tax for Entitled Property
Community Facilities District No. 2005-1

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

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

3. Undeveloped Property

No Special Tax shall be levied on Undeveloped Property

4. Tax-Exempt Property

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

5. Multiple Land Use Classes

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

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2006-07, and for each subsequent Fiscal Year, the District Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the

Special Tax Requirement. First, the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Developed Property Proportionately between Developed SingleFamily Residence and Developed Multi-Family Residence up to 100% of the applicable Maximum Special Tax. Second, if the Special Tax Requirement has not been satisfied by the first step, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Entitled Property up to 100% of the applicable Maximum Special Tax for Entitled Property.

E. APPEALS

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

F. EXEMPTIONS

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

G. MANNER OF COLLECTION

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

H. TERM OF SPECIAL TAX

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