REGULAR MEETING
OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, August 5, 2015
6:00 p.m.

Council Chambers
City Hall

CALL TO ORDER

ROLL CALL: **Mayor Robert L. Poythress**
Mayor Pro Tem William Oliver
Council Member Charles F. Rigby
Council Member Sally J. Bomprezzi
Council Member Andrew J. Medellin
Council Member Donald E. Holley
Council Member Derek O. Robinson Sr.

INVOCATION: Pastor Barry Benard, Westside Church

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.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

B-1 Minutes – 4/15/15

B-2 Information Only – Warrant Disbursement Report

B-3 Consideration of a Resolution Approving At Will Employment Agreements with the Planning Manager, Grant Administrator, Director of Community Development, Public Works Operations Director, City Engineer, Director of Parks & Community Services, Chief of Police, Chief Building Official, Information Services Manager, Director of Financial Services, Director of Human Resources, City Administrator, City Clerk, City Attorney, and Executive Director of the Successor Agency to the Former Madera Redevelopment Agency (Report by Wendy Silva)

B-4 Consideration of a Resolution Approving a Memorandum of Understanding between the City of Madera and the Madera Police Officers' Association and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)

B-5 Consideration of a Resolution Ratifying and Approving an Agreement with the Fresno-Madera Area Agency On Aging (FMAAA) for Fiscal Year 2015-16 for **Adult Day Care**, Ratifying Participation in the Program Effective July 1, 2015 and Authorizing the Mayor to Execute the Agreement on Behalf of the City

And

Consideration of a Resolution Ratifying and Approving an Agreement with the Fresno-Madera Area Agency On Aging (FMAAA) for Fiscal Year 2015-16 for **Site Management**, Ratifying Participation in the Program Effective July 1, 2015 and Authorizing the Mayor to Execute the Agreement on Behalf of the City

And

Consideration of a Resolution Ratifying and Approving an Agreement with the Fresno-Madera Area Agency On Aging (FMAAA) for Fiscal Year 2015-16 for the **Transportation Program**, Ratifying Participation in the Program Effective July 1, 2015 and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mark Etheridge)

B-6 Consideration of Resolution Consenting to Inclusion of Properties within the City's Incorporated Area in CHF Community Facilities District No. 2014-1 (Clean Energy) to Finance Renewable Energy Generation, Energy Efficiency, Water Conservation and Electric Vehicle Charging Infrastructure Improvements and Approving Associate Membership in CHF

And

Consideration of a Resolution Consenting to Inclusion of Properties within the City's Incorporated Area in the CHF PACE Program to Finance Renewable Energy Generation, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and Approving Associate Membership in CHF (Report by Sonia Hall)

B-7 Consideration of the City of Madera Investment Report for the Quarter Ending June 30, 2015 for Approval and Acceptance (Report by Tim Przybyla)

B-8 Consideration of a Resolution Accepting a San Joaquin Valley Air Pollution Control District Grant from the Enhanced Transportation Strategies Component of the Reduce Motor Vehicle Emissions II Program and Approving the Standard Agreement with the District (Report by Sonia Hall)

B-9 Consideration of a Resolution Approving Improvement Deferral Agreement and Authorization of Lien for Madera Rescue Mission, Inc. (Report by Keith Helmuth)

B-10 Consideration of a Resolution Approving the Final Map for Cottonwood Estates Phase 5 Subdivision, and Authorizing Execution of Subdivision Agreement

And

Consideration of a Resolution Approving Inclusion of Cottonwood Estates Phase 5 Subdivision into Zone of Benefit 25D of the City Wide Landscape Maintenance District (Report by Keith Helmuth)

B-11 Consideration of Approval of a Resolution Authorizing the City Administrator to Execute an Agreement with Newmark Grubb to Provide Professional Marketing Program Services (Report by David Tooley)

B-12 Consideration of a Resolution Appointing Kelly Hogue to the City of Madera ADA Advisory Council (Report by Wendy Silva)

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

C-1 Public Hearing and Consideration of Introduction of an Ordinance Rezoning a 2.03 acre Portion of the Riverside Villas Subdivision from the PD-4500 (Planned Development) Zone District to the PD-6000 (Planned Development) Zone District (Report by Chris Boyle)

C-2 Consideration of a Resolution Approving an Agreement with Tyler Technologies, Inc. for the Licensing and Support of Software Products, Consulting, Implementation Services, and Training for a New Enterprise Resource Planning System, Authorizing the Mayor to Execute the Agreement, and Authorizing the City Administrator, or Their Designee, to Approve Proposals and Scopes of Work as Contemplated in the Agreement (Report by Ted Uyesaka)

C-3 Consideration of a Resolution Authorizing Execution and Delivery of an Equipment Lease-Purchase Agreement, an Escrow Agreement and Equipment Schedule with Respect to the Acquisition, Purchase, Financing, and Leasing of Certain Equipment for the Public Benefit; Authorizing the Execution and Delivery of Documents Required in Connection Therewith; and Authorizing the Taking of All Other Actions Necessary to the Consummation of the Transactions Contemplated by this Resolution (Report by Tim Przybyla)

C-4 Consideration of Introduction of an Ordinance Amending Title IX of the Madera Municipal Code to Add Chapter 4 to Provide an Expedited Streamlined Permitting Process for Small Residential Rooftop Solar Systems (Report by Steve Woodworth)

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

E-1 Report on New Honda CNG Vehicles Purchased with SJVAPCD Grant Funding (Report by Randy Collin)

E-2 Weekly Water Conservation Reports (Report by Dave Randall)

F. COUNCIL REPORTS

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

G-2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS – Pursuant to Government Code Section 54956.8

PROPERTY: 1 PARCEL

Mansionette Estates	APN: 006-441-015
Agency Negotiators:	Keith Helmuth, Mary Anne Seay
Negotiating Parties:	County of Madera
Under Negotiation:	Price & Terms

G-3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS – Pursuant to Government Code Section 54956.8

PROPERTY: 1 PARCEL

Mansionette Estates	APN: 006-440-022
Agency Negotiators:	Keith Helmuth, Mary Anne Seay
Negotiating Parties:	County of Madera
Under Negotiation:	Price & Terms

G-4 CONFERENCE WITH LABOR NEGOTIATORS - Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: David Tooley and Wendy Silva

Employee Organizations: General Bargaining Unit

G-5 Closed Session Report – City Attorney

ADJOURNMENT – Next regular meeting August 19, 2015

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.

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 August 5, 2015, near the front entrances of City Hall at 3:00 p.m. on July 31, 2015.

Sonia Alvarez

Sonia Alvarez, City Clerk

Council Meeting:	8/05/15
Item:	B-1
Minutes for:	4/15/15

Return to Agenda

MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL CITY OF MADERA, CALIFORNIA

April 15, 2015
6:00 p.m.

Council Chambers
City Hall

CALL TO ORDER

The regular meeting for 4/15/15 was called to order by Mayor Poythress at 6:00 p.m.

ROLL CALL:

Present: **Mayor Robert L. Poythress**
Mayor Pro Tem William Oliver
Council Member Charles F. Rigby
Council Member Sally J. Bomprezzi
Council Member Andrew J. Medellin
Council Member Donald E. Holley
Council Member Derek O. Robinson Sr.

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director David Randall, Chief of Police Steve Frazier, Director of Parks and Community Services Mary Anne Seay, Director of Human Resources Wendy Silva, Grant Administrator Daniel Abdella, Chief Building Official Steve Woodworth, Information Services Manager Ted Uyesaka, Planning Manager Chris Boyle, Parks Planning Manager John Scarborough, Commander Dino Lawson, and Fire Marshal Matt Tarr.

INVOCATION: Pastor Lee Brooks, Eastside Church of God

PLEDGE OF ALLEGIANCE: Council Member Rigby led in the Pledge of Allegiance.

PUBLIC COMMENT:

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

Julie Herd, Business Development Marketing Manager for Madera County Economic Development Commission (EDC), stated she is here to introduce the Council to a tool that they have available at the EDC. They developed an app with Madera County last fall. She displayed what the app looks like and added that the app is actually an extension of their website. They can find the app on the Google Play Store, iTunes, and at the Windows Phone Store. She commented that the app has a listing of available properties including industrial and commercial properties in the City of Madera. For example, if somebody comes into the Planning Department, and she knows they bring projects to them often times, they can refer people to this app. She displayed a snapshot of what the listing looks like for properties. She added that the list is updated all the time and each listing expires after a couple of months so that it doesn't go stale. The listings are not up there for a long period of time. She noted that the other buttons

on the app include demographics, contact information, a little bit of information about business incentives, and tourism information. If they click on that they will see a listing of tourism sites and links to their websites for more information and then just a briefing of community information. When they launched this, at the time, it appeared that they were the first EDC in the state that has an app that people can use.

Mayor Poythress stated it is a great app and he has downloaded it.

Mark Cauley stated he is with the Madera Coalition for Community Justice which is a non-profit here in the City. He advised that he would like to make two quick announcements. The first is to make the Council aware that the Coalition was recently approved for a grant from the Sierra Health Foundation. He noted that this is a planning grant regarding bicycle ridership and infrastructure in the City. He stated that this is part of a larger effort that will tie into the Coalition's other grant from the Sierra Health Foundation regarding smart growth and air quality. He restated that this is a planning grant so it will do things like community workshops, surveying community attitudes about biking, their needs and interests in biking, barriers, most frequented destinations as well as feasibility studies. He stated that this program will be entirely youth driven and it will be implemented by their youth group called Madera Youth Leaders which is made up of high school students from Madera High, Madera South, and Mountain Vista. He added that their efforts will be aimed at both adults and other students. The reason he brings this to the Council's attention today is because the youth working on this project will be looking to connect with City staff in all facets of City planning. They will also be working with County Transportation Commission and other groups in Fresno. Mr. Cauley stated that the second announcement is that next Wednesday is Earth Day as most of them may know. They would like to invite the Council and members of the public here today to their Earth Day Celebration scheduled next Wednesday the 22nd at their Community Garden located between Lake and 4th Streets next to the fire station. He advised that it is a free event and they will have food, music, activities for kids and they are also using it as a day of service where anyone from the community can come and plant seeds that day. Mr. Cauley left flyers for the Council and thanked them for their time.

Mayor Poythress thanked Mr. Cauley for his comments.

Victor Villar, Associate Superintendent for Madera Unified School District (MUSD), stated his purpose for being here is to let them know that they are getting a committee going through their Superintendent Mr. Gonzalez. Mr. Villar noted that he was at the Board of Supervisors yesterday and he is here today to ask for maybe a few of the Council to be part of this committee. They will be asking the business owners, the Board of Supervisors, and the Council. He stated that the purpose of this committee is basically for them to bring items forward from the district that they are doing or items that they are looking at doing. They would appreciate the input of this community committee to give them feedback in regards to: are they in the right direction, do they need to tweak some items, what is the general public feeling in regards to the school district, are they in the right direction or what is it that the public feels that they need to fix. He noted that this is a little bit of an extension on the LCAP/LCFF meetings that have been taking place. He added that it is also on one of their pillars in regards to their strategic plan. They were supposed to have had this committee ongoing since probably last year. With himself being new and Mr. Gonzalez finishing up about a year and one-half into his tenure, they want to make sure that they get this committee off the ground. As an example of items they would present to the committee, as he mentioned to the Board of Supervisors, today they have a community meeting in regards to a K-6 or a K-8 school by MLK. This is something they would present to them. They would present the pros and cons and then they would get some feedback from them and also some of the members of their Board of Trustees. He commented that at the Board of Supervisors they nominated right away. One of the things they would like to note is if there is anything that can be done today or if it is something that they need to call to get agendized.

Mayor Poythress stated he would like to see it agendized or Mr. Villar could send out an email describing what he just talked about to the City Clerk and she can coordinate. Mayor Poythress noted that they would vote on it but it is one of those things where they have to have 72 hours notice, etc.

Mr. Villar stated he understands.

Mayor Poythress stated it is a great idea and they are heading in the right direction. He stated his appreciation.

Mr. Villar stated at this point they want to be transparent with obviously all of their pertinent stakeholders within their community. They want to build a district that everybody is proud of.

Council Member Holley asked regarding meeting dates. He noted that there is one tonight and one next Wednesday.

Mr. Villar agreed and advised that the meeting referenced is the K-6, K-8 meeting. They will have one additional meeting at 5:30 p.m. at MLK.

A gentleman, identified later as Lupe Rodriguez, stated he wants to provide comment on item C-2 and asked if he should do it now or wait.

Mayor Poythress stated they will wait for C-2.

Mr. Rodriguez asked if they will be able to ask a few questions.

Mayor Poythress responded yes.

Mayor Poythress closed the public comment.

Mayor Poythress called on the City Clerk to give an announcement on a late distribution.

City Clerk Sonia Alvarez announced that pursuant to Government Code Section 54957, members of the public are advised that documents related to the following agenda items were distributed to the Council less than 72 hours before this meeting. Under Section B, Consent Calendar, Item B-1, subject matter minutes for 3/18/15, the minutes were distributed to the Council this evening. Also for Item B-7, subject matter resolution approving amendments to the budget, a revised Exhibit AA was distributed to the Council this evening. Ms. Alvarez advised that extra copies are available at the podium for members of the public wishing a copy.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

B-1 Minutes – 3/18/15

B-2 Information Only – Warrant Disbursement Report

B-3 Consideration of a Resolution Reappointing Robert Gran Jr. to the City of Madera Planning Commission (Report by Chris Boyle)

B-4 Consideration of a Resolution of the City Council of the City of Madera, Approving an Agreement for Online Research Services with Lexis Nexis and Authorizing the Mayor to Execute the Agreement and any Documents Necessary to Effectuate the Agreement (Report by Brent Richardson)

B-5 Consideration of a Resolution Designating and Authorizing the City Administrator or his/her Designees to Act on Behalf of the City of Madera to Execute Applications and Agreement for California Low Carbon Transit Operations Program (LCTOP) (Report by Daniel Abdella)

B-6 Consideration of the City of Madera Investment Report for the Quarter Ending March 31, 2015 for Approval and Acceptance (Report by Tim Przybyla)

B-7 Consideration of a Resolution Approving Amendments to the Budgets in the Sewer Fund Increasing Expenditure Appropriations for Repairs to the Waste Water Treatment Plant (Report by Dave Randall)

Mayor Poythress asked if members of the Council wish to pull any items from the consent calendar for further discussion. No requests were made and Mayor Poythress announced that he would accept a motion for action.

ON MOTION BY COUNCIL MEMBER BOMPREZZI, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE CONSENT CALENDAR WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 15-58 **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA REAPPOINTING ROBERT GRAN JR. TO THE CITY OF MADERA PLANNING COMMISSION**

RES. NO. 15-59 **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT FOR ONLINE RESEARCH SERVICES WITH LEXIS NEXIS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ANY DOCUMENTS NECESSARY TO EFFECTUATE THE AGREEMENT**

RES. NO. 15-60 **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA DESIGNATING AND AUTHORIZING THE CITY ADMINISTRATOR, OR HIS/HER DESIGNEE, TO ACT ON BEHALF OF THE CITY OF MADERA TO EXECUTE APPLICATIONS, CERTIFICATIONS AND ASSURANCES AND AGREEMENTS FOR OBTAINING CALIFORNIA LOW CARBON TRANSIT OPERATIONS PROGRAM FINANCIAL ASSISTANCE**

RES. NO. 15-61 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE FY 2014/15 ANNUAL BUDGET TO INCREASE EXPENDITURE ALLOCATIONS IN THE SEWER FUND BUDGETS TO INCREASE THE ALLOCATION NECESSARY FOR REPAIRS OF THE WASTE WATER TREATMENT PLANT**

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

C-1 A Continued Public Hearing to Consider an Appeal by Barnes Welding Supply of the Planning Commission Denial of Conditional Use Permit 2014-10 MOD and Site Plan Review 2015-03, which Requested a Modification of an Existing Use Permit to Allow for Outdoor Storage

And

Consideration of a Resolution of Determination on the Appeal

Planning Manager Chris Boyle stated this is a continued public hearing on an appeal for Barnes Welding Supply of a Planning Commission denial of Conditional Use Permit 2014-10 and Site Plan Review 2015-03 which requested an allowance from an existing use permit to provide for outdoor storage. He added that the Council will also consider a resolution of determination on this appeal tonight.

Mr. Boyle stated that on June 17, 2014 the Planning Commission approved a conditional use permit which allowed for the establishment of Barnes Welding Supply on the site with indoor storage. He noted that the use permit was required because in an "I" Zone the handling of gasses require a conditional use

permit. He added that subsequently on March 10, 2015 the Planning Commission (Commission) heard a request for outdoor storage of that same gas and in a 3 to 3 vote the item was denied by the Commission. He noted that the applicant filed an appeal and the Council heard that appeal on March 18, 2015. The Council provided direction to staff to come back to Council with additional information in order for the Council to make a determination.

Mr. Boyle stated the information focused upon provisions for additional security, information on security, information on safety, and information on aesthetics. He noted that the first thing staff looked to do was to first look at their staff expertise and return back to Matt Tarr, the Interim Fire Marshal, for an assurance that the use itself would be in full compliance with existing codes, federal, state, and OSHA ordinances as it related to the handling of those materials. Having that confidence in hand, they looked harder at the conditions of approval that provide guidance for compliance with the use permit. One of the important components of that compliance comes from the Hazardous Materials Business Plan (HMBP) which often times is called a business plan as well. He stated that the conditions of approval required that a Hazardous Materials Business Plan be submitted as a component of building permits and this application is in building permit now. Mr. Boyle noted that they secured the HMBP and reviewed that document. He commented that within that document, which is a living document and the final elements of that document aren't really finalized until issuance of building permit, they were able to glean parts of that information that the Council was looking for. He explained that the HMBP has a component that looks at training and there are extensive requirements that are brought forth from Barnes Welding as a component of the HMBP that speak to training. He advised that the staff report notes that Barnes itself has a very large training document, something like a 300 to 400 page document, that should be in room tonight. He pointed to the representative present in the audience holding the document. Mr. Boyle noted that he did not add that as an exhibit for obvious reasons. He commented that with compliance with the HMBP there should be an absolute sense of security in terms of the safety of the handling of gas on that site. They also queried the applicant for additional information as it relates to the safety and security of the operation and the applicant provided a three page synopsis of their performance in their other 11 oxygen and welding supply businesses. He noted that these businesses have been in operation since 1949. There are an extensive set of employees that have a long record of safety within their business and staff has a sense of comfort that the Barnes Welding Supply management team does provide for safety and security within their day to day operations and especially in terms of its handling of gas canisters for compliance with all regulations.

Mr. Boyle commented that the Council also asked staff to look harder at the aesthetics of the proposed structure. He noted that there is a condition of approval within the original entitlement that went to the Planning Commission that asked for an aesthetically pleasing enclosure, and within the condition of approval, to retrofit an existing trash enclosure to match in aesthetic quality the new enclosure that would be constructed in proximity to that. Mr. Boyle stated what they are displaying looks to be a sketch up document but it does a pretty good job of demonstrating the level of quality that would go into the construction of the enclosure and the quality of materials that might be utilized. He advised that the trellis feature within this graphic is only placed there to give a sense of what the enclosure might look like once vines would cover the enclosure. The intent is to have landscape plantings that would climb up and screen the enclosure to be kind of a living wall of sorts that would then reduce potential for graffiti and other types of vandalism from occurring on the structure. He also noted that the rear wall of the structure faces Maple Street so that there isn't a view from the street into the enclosure itself. He advised that the enclosure is required to have open sides per the law but those open sides will be constructed of a quality wrought iron to reduce potential for vandalism. He added that part of the security proposed by the applicant would include 24 hour cameras as well as lasers on the site to protect the facility 24/7.

Mr. Boyle stated that staff feels they have taken the direction of the Council and they are hopeful that the Council feels the same. With the additional information cumulatively, staff feels that there is a measure of certainty in the safety, security, aesthetics and overall compatibility of the use in the proposed location at the Span Industrial Park. Staff recommends that the City Council adopt a resolution of determination after the appeal hearing. He noted that Interim Fire Marshal Matt Tarr is in the audience as well as the appellant. He advised that he has kept the two slides at the end of his presentation to be used for

reference at the discretion of the Council. Mr. Boyle noted that completes his presentation and offered to answer any questions the Council may have.

Mayor Poythress asked if members of the Council have any questions for Mr. Boyle. No questions were asked.

Mayor Poythress announced that this is a continuation of the public hearing and opened the public hearing. He asked if there are any members of the public who wish to comment on this item.

Julie Herd stated she is the Marketing and Business Development Manager at Madera County Economic Development Commission (EDC). She is here tonight speaking on behalf of their Executive Director Bobby Kahn who was not able to make the meeting tonight due to scheduling conflicts. She advised that Mr. Kahn has done some work with the client on this project. It was brought to their attention that one of the Planning Commissioners had an issue with outside storage of the oxygen tanks. She noted that Mr. Kahn and the client investigated that a little bit further. They met with Planning and with the Fire Marshal and it was actually preferred, through their discussions, as they saw in Mr. Boyle's presentation, that the oxygen tanks actually be stored outside and that it is actually safer for them to be outside rather than inside which is what she thinks was an issue with one of the Commissioners who thought it might be safer if they were inside. Ms. Herd stated that just to rectify that issue having them outside seemed to be the consensus and that is what was determined obviously as Mr. Boyle covered that. Ms. Herd added that the Madera County EDC urges the Council to be in support of this project.

Mayor Poythress asked if there are any other members of the public who wish to comment on this item.

Craig Wedgeworth, residing in Citrus Heights, California, stated that he filed the application for the conditional use permit on behalf of Barnes Welding. He has been working with the various consultants over the past 15 months to get the project to the point that it is now. Mr. Wedgeworth stated they want to thank the Council for giving them the opportunity to work on putting together the information to answer the questions that were raised. He really believes the fact that the voice vote approved the project originally and then the vote was changed to the 3 to 3 vote. He commented that in his mind, it appears it was more unanswered questions than there was any specific objection to the project going forward. He doesn't want to be overly redundant from Mr. Boyle's presentation but they hope they have addressed all of the Council's concerns and if there are any questions they would be glad to answer them.

Mayor Pro Tem Oliver noted that the new proposed location appears to be about 10 or 20 feet to the west from what was initially proposed.

Mr. Wedgeworth responded yes.

Mayor Poythress asked if there are any other members of the public who wish to comment on this item. No other requests were made and Mayor Poythress closed the public hearing.

Council Member Medellin stated he voiced some concerns the last time regarding the security, safety and aesthetics. He thanked staff and Barnes Welding Supply for being patient and going through the process. He agrees with Mr. Wedgeworth totally. He doesn't think it was necessarily a no but maybe some unanswered questions. Council Member Medellin stated that in his opinion he thinks they have mitigated that. He again commended Mr. Boyle for doing a fine job. Council Member Medellin noted that he doesn't think the 24 hour cameras were on the original report; security lasers were on the original report; the drawings they had here tonight were not on the original one. He thinks that answers a lot of his questions and concerns and he thinks it would have at the Planning stage as well. Council Member Medellin restated that he is confident that they have mitigated all the issues as far as security, safety and aesthetics and he hopes that the ivy, or whatever greenery they use, grows in quickly because that is a perfect canvass for taggers. He commented that at this point he is in total agreement and he is certainly confident and comfortable, noting that he was never in doubt that they would not be successful, but he just wanted to make sure that they did things right. He welcomed Barnes Welding to Madera. He knows

that it has been since 1949 so they have obviously been doing things right. He added that he saw their track record, their safety records, and the various reports, and he appreciates their patience.

COUNCIL MEMBER MEDELLIN MADE A MOTION TO APPROVE THE ITEM. THE MOTION WAS SECONDED BY COUNCIL MEMBER HOLLEY.

City Attorney Brent Richardson clarified that on this item they have some options.

Mayor Poythress noted that a motion would be a resolution of the Madera City Council and the decision is reversed based on the following findings by the Planning Commission.

Mr. Richardson stated that if the motion is going to be to reverse it, which he sensed from where Council Member Medellin was going then they would basically make a finding of whatever error the Planning Commission may have made. If the initial concern was a safety concern for a conditional use permit they have to be able to find that it is not detrimental to the health, safety and welfare of the surrounding community. He supposes that the Council could make a finding that it is not and that the error of the Planning Commission may have been…

Council Member Medellin stated he hates to use the word error. He asked if there is a way to justify based on lack of information rather than an error on the Planning Commission.

Mr. Richardson responded that when he drew up the resolution it is actually based on the code section but he thinks they could just say that the Council finds that the use as contemplated would not be detrimental to the health, safety and welfare of the surrounding community.

COUNCIL MEMBER MEDELLIN STATED THAT HIS STATEMENT, AS PREVIOUSLY STATED, WOULD BE THE BASIS FOR HIS APPROVAL. COUNCIL MEMBER HOLLEY SECONDED THE MOTION.

MAYOR POYTHRESS ANNOUNCED THAT THEY HAVE A MOTION AND A SECOND TO REVERSE THE DENIAL FROM THE MADERA PLANNING COMMISSION OF THE SUBJECT ACTION. MAYOR POYTHRESS CALLED FOR THE QUESTION AND ITEM C-1, RES. NO. 15-62 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 15-62 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA MAKING A DETERMINATION AFTER HEARING ON APPEAL OF THE PLANNING COMMISSION DECISION DENYING CONDITIONAL USE PERMIT 2014-10 MOD AND SITE PLAN REVIEW 2015-03**

C-2 **A. Consideration Of A Minute Order Approving Engineer's Report For City Wide Landscape And Lighting Assessment District Zones Of Benefit 1, 2, 3, 4, 6a, 6b, 7, 8, 9, 10a, 10b, 10c, 10d, 10e, 10f, 10g, 10h,10i, 12, 13, 14, 15, 15b, 15c, 16, 17a, 17b, 17c, 17d, 18, 20a, 20b, 20c, 21a, 21b, 21c, 21d, 23, 24, 25c, 25d, 26, 26b, 26c,26d, 27, 27b, 28, 28b, 29, 29b, 29c, 29d, 29e, 30, 31a, 31b, 32a, 32b, 33, 34, 34b, 34c, 35, 36a, 36b, 36c, 37, 39, 40, 41, 43a, 43c, 43d, 43e, 44, 45a, 46, 50 & 51 For 2015/16 Fiscal Year**

B. Consideration Of A Resolution Of Intention To Levy And Collect Annual Assessments For City Wide Landscape And Lighting Assessment District Zones Of Benefit 1, 2, 3, 4, 6a, 6b, 7, 8, 9, 10a, 10b, 10c, 10d, 10e, 10f, 10g, 10h,10i, 12, 13, 14, 15, 15b, 15c, 16, 17a, 17b, 17c, 17d, 18, 20a, 20b, 20c, 21a, 21b, 21c, 21d, 23, 24, 25c, 25d, 26, 26b, 26c,26d, 27, 27b, 28, 28b, 29, 29b, 29c, 29d, 29e, 30, 31a, 31b, 32a, 32b, 33, 34, 34b, 34c, 35, 36a, 36b, 36c, 37, 39, 40, 41, 43a, 43c, 43d, 43e, 44, 45a, 46, 50 & 51 For Fiscal Year 2015/2016 And Setting Date For Public Hearing

C. Consideration of a Resolution Authorizing Amendments to the FY 2014/15 Budget for the Appropriation of General Fund Funds

City Engineer Keith Helmuth stated that on an annual basis the Engineering Department prepares a landscape maintenance district report. He noted that the report addresses the City's landscape and lighting assessment districts. He advised that the report does several things as part of the management of the zones. Those things include adding additional districts to the Engineer's Report that did not exist in previous year and they have added one district since last year; updating exhibits and assessments to reflect parcels that may have been divided or merged in the last year and they have had two or three of those in the last year; and updating assessment amounts for any changes in costs.

Mr. Helmuth stated that as Council is aware there are a series of changes to landscape maintenance districts that will serve to increase assessments this year. He advised that those changes are associated with maintenance and the proposal to switch from a private contractor to City crews for the maintenance. He stated that the proposed change would occur on July 1, 2015 and they anticipate that the quality of the landscape maintenance would improve with that change. He noted that they are also requesting that the Council provide approval to start the hiring process for new staff to maintain the districts and to purchase new equipment, and second, there is a change in the reserve amount. Mr. Helmuth stated that previously it represented a 10% amount for repairs, and that is 10% of the total cost of maintaining the zones. It now represents an amount equivalent to the cost to maintain the zones between July 1st and December 10th as allowed per the Landscape and Lighting District Act of 1972. He commented that this change would be made over 5 years and it is expected to reduce the frequency and associated costs of Proposition 218 elections. He noted that as would be expected however, spreading the rate adjustments over a larger time would result in larger assessment increases when they do occur.

Mr. Helmuth commented that this year the majority of adjustments represent increases and there are two zones that have reductions. He advised that some of the adjustments are in accordance with the existing covenants. He noted that 40 of the zones, 23 of which were voted down last year, either do not have a covenant or the requested change in assessment goes outside the bounds of their covenant. He stated that these zones would be subject to a Proposition 218 election which they have tentatively scheduled for July 1, 2015. Mr. Helmuth referred to the drought and advised that the Engineer's Report does not attempt to address the financial impacts of the drought. They can expect that all zones will be physically impacted due to the reduction of the irrigation. Moving forward the subject of the drought may affect landscaping. He noted that several of the zones, if they do not have sufficient funding to cover the landscaping, they may look at drought tolerant landscaping with reduced requirements for maintenance. He advised that at first the economics may drive the need for that change but over time all zones may come into consideration for new landscaping simply for the reducing of consumption of water.

Mr. Helmuth stated the next steps for the Proposition 218 ballots, to the degree possible, they will provide additional information over the last year. That would include giving previous assessment history so that the property owners can see what they had in the past and the basis for any changes that occurred over the years. They are also planning a town hall type meeting after the delivery of the ballots so property owners can come and ask questions. He restated that the public hearing is also scheduled for July 1, 2015.

Mr. Helmuth requested that the Council approve the Engineer's Report, adopt a resolution to levy and collect assessments and make amendments to the general fund following the public hearing portion of this item. Mr. Helmuth offered to answer any questions the Council may have.

Mayor Poythress thanked Mr. Helmuth and opened the item up to Council for questions and comments and then they will hear from the public.

Mayor Poythress asked what the situation is going to be for the zones that passed last year. He referred to Zone 6B which he thinks was a zone that passed the assessment increase last year. He commented that it looks like it is going to remain the same and asked if that is true. Mayor Poythress referred to the

table in the report which states existing average assessment paid by parcel $59.28; proposed assessment $59.28.

Mr. Helmuth responded that if it matches there would be no change and there would be no Proposition 218 election.

Mayor Poythress commented that then the ones that passed last year no election.

Mr. Helmuth clarified that there are a few from last year that would have a Proposition 218 hearing this year with the proposed changes of going to City crews and adjusting the reserve amounts.

Mayor Poythress stated his understanding that some of those that did pass can still have that.

Mr. Helmuth agreed.

Mayor Poythress wondered what is going to happen between now and July 1st. He asked if things are ramping. For example, he thinks water has been turned on as far as maintenance goes and on some of the zones that didn't pass, do they have to wait until after July 1st before these things are taken care of?

City Administrator David Tooley commented that at this point and time there are no plans to provide additional maintenance to the area. He noted that is a business decision of the City Council. Most recently he had a discussion with several Council Members who asked him to evaluate the cost of the City providing additional service in the interim period. He advised if the Council would like to pursue that this evening they can engage in that discussion as well.

Mayor Poythress commented that certainly for zones that did pass. He knows there would be some issues with some zones that did pass last year paying full bore for things going on, and those zones that did not pass, it is kind of like what is up with that. He noted that on the other hand, even though his zone passed the increase last year, when he drives out on Woodlands Drive onto Sunset, he looks right across the street at a zone that did not pass. If fact, he is sure they don't like to hear this, but he took his mower out and mowed from Doubletree to Westberry last week. He plans to continue mowing because he just can't stand it any longer. He wonders if there is some way to…he doesn't like to take funds out of the general fund to do that and yet he just can't stand the way things look. He doesn't like to see things dying or dead trees and bushes standing up so he is throwing that out there. He guesses himself, he doesn't find it acceptable for the next 75 days for nothing to happen.

Mr. Tooley stated he has two points. First in the interest of full disclosure, he is in one of those zones that did not pass and his zone has some appearance issues that in fact he thinks the Mayor gets to look at every day.

Mayor Poythress commented that he mowed the other day too.

Mr. Tooley stated that he does have an interest in this that he needs to disclose. Second, for the Council to take any action with regard to the City doing something on an interim basis, they would have to bring it back because it is not properly agendized this evening. However, he can give them a couple of reference points if the Council would like to pursue this portion of the discussion. Mr. Tooley noted that there are enough heads nodding yes that he thinks the answer is yes.

Mr. Tooley commented that since their last meeting he has asked staff to go back and do an evaluation on what it would cost for the City to provide some maintenance service on an interim basis. They are going to be strategically browning out a number of areas in their public parks system. He noted that begins to provide some degree of staff time that is available for other activities and they are going to have to pay some overtime as well. He advised that if they provide service to those limited number of zones that have problems during the interim, it looks like the cost for 75 days, noting that he would give them three options, for monthly service would probably run order of magnitude $4,000. Instead of receiving weekly service they would receive service once a month. For twice a month service or biweekly service it

is probably going to run about $7,000 during the interim period. For weekly service it would run, order of magnitude, $13,000-$14,000. They are in a position that they could ramp up and do that if the Council so desires. If they do, they place it on the agenda and they begin the ramping up process now. He added that there are a limited number of areas. They are going to go to the worst areas first and obviously the first maintenance cycle is going to be the one that takes the most time and most expense because these areas haven't received attention for a number of months. Mr. Tooley asked Mary Anne Seay, the Parks and Community Services Director, if he has missed anything that she should add to that part of the discussion. Ms. Seay responded no.

Mr. Tooley asked if staff can answer any additional questions.

Mayor Poythress thanked Mr. Tooley for providing that information. Mayor Poythress stated what he does want to do, noting that he is one of seven so they need to hear from other colleagues, but once they get out there and educate and push for approval and zones don't approve an increase, all bets are off as far as he is concerned because those zones have been fully educated and they know what is going on. So if they don't want to vote for an increase then that is their problem but in the interim he would like to see at least some grace given until that particular time.

Council Member Rigby directed his comment to Mr. Helmuth and stated that researching every zone he has come to find that as District 5 Councilman he actually has four of these zones within his district, minimal amount, however the most impact from what he sees financially. He noted that maybe Mr. Helmuth can help shed some light on the table. He sees the existing average assessment. He sees the proposed assessment and then he sees previous high assessment. He asked what number he is looking at specifically on Zone 15B located in the Clinton/Knox area of Madera.

Mr. Helmuth responded that right now it shows it has an existing assessment of zero dollars and it actually has a proposed assessment of zero dollars. He noted that the previous high had been $53.70. He advised that there would not be a Proposition 218 hearing on 15B.

Council Member Rigby stated that the previous high, just in layman's terms, is?

Mr. Helmuth responded that the $53.70 occurred in the 12/13 fiscal year. At that point and time that zone more than likely would have had a surplus and it was zeroed out to allow that surplus to run down.

Council Member Rigby referred to Zone 15C. He noted that it was existing at an assessment cost of zero and with this new proposed assessment it would increase to $40 shared amongst the housing units in that area.

Mr. Helmuth agreed that 15C would go to $40. It had a previous high of about $111. He doesn't have all the specifics in front of him but 15C will have had a covenant in place previously that indicated that it had a base amount which was in excess of $40. He noted that going back to $40 does not trigger a Proposition 218 because the property owners in that zone previously approved an amount higher than that.

Council Member Rigby asked for confirmation that is the annual amount.

Mr. Helmuth responded that is the annual amount.

Mayor Poythress asked if any other members of the Council have comments or questions on this item.

Council Member Medellin stated he agrees with what Mayor Poythress opened with. First of all it is his understanding that the water is turned off only for the winter time with the assumption or hope that they get rain and that is from November until about March or so. He doesn't have the exact dates.

Parks and Community Services Director Mary Anne Seay responded that the exact dates are triggered by the weather. If they were to have a wet year the water could go off earlier but in roundabout terms

Council Member Medellin is correct. She commented that the water is shut off just like in their own homes. They shut it off during the winter season and it comes back on when the weather starts to warm up and the rain stops. Unfortunately it is a little early this year.

Council Member Medellin stated that makes sense. They talked about the drought and he knows they are going to talk about it over and over again but it is his understanding on the scheduling, that they did turn the water back on, that it was never turned off. His issue is, if they start to die off trees, shrubs and things like that now they are talking about irreparable damage and costing them even more money in the long run. If the grass turns a little brown maybe they can water it or they can still maintain it but they did not turn the water off nor did they intend to and asked if that is correct.

Ms. Seay responded that is correct.

Council Member Medellin stated that in his zone they did vote for it and he lives just behind the Mayor but it is not just in his particular neighborhood; it is all neighborhoods and it is in the community. He thinks there is a property value issue and there is no easy answer. He appreciates the Mayor not only mowing but he thinks he saw him plucking some mistletoe. He thinks there are other neighbors and there are some people that are doing their own maintenance whether they are paying somebody else to do it or pulling out their own lawnmowers so this does kind of also become a Love Madera, if you will, but not everybody is doing all zones. He thinks they should seriously look at this particular issue. He knows Mr. Tooley has given them some numbers here on a monthly, bimonthly or weekly and he would like to address that with the rest of the Council and see if there is something they can do over the next 75 days to possibly mitigate that and pay a little more attention to some of these zones that really do not look good at all.

Council Member Rigby stated he couldn't agree more with Council Member Medellin on what a great opportunity for some of their service project groups to maybe take something on. One of the things that he would have a hard time with, and maybe those that seem to agree with the Mayor can help him process this a little as he is just kind of getting everybody in his head but his constituents don't have very many of these zones as opposed to maybe Council Member Medellin or even Council Member Bomprezzi. He noted that it would be really hard for him to approach his constituents and convince them that their taxes that are going into the general fund are helping pay for the landscaping of the west side where on the east side they perhaps may not see the benefits of it 100%. It would be hard for him to convince even his next door neighbor why their taxes that are going into the general fund, why they aren't mowing his lawn. He noted this is just something he is trying to process through that if they were to go into the general fund, if he is incorrect in thinking that is how it would work, then he might need some help. He is not opposed to it however, he would definitely need a lot more information before he could yea or nay something like that.

Council Member Medellin commented that he went through each and every one of the zones. He doesn't believe that all the zones are only west side. He thinks they are kind of scattered throughout.

Council Member Rigby clarified that he has four and again, looking at the zone structure, predominately west side zones.

Council Member Medellin stated one of the issues the Mayor brought up, and he knows they are going to discuss tonight and he really wants to get into, is the outreach and education. He doesn't think that they would even be at this point if they had proper outreach and education. They charged a certain assessment and then by law they had enough funds so they actually could not charge anymore so they reduced an assessment, and then they came back later on and charged more money. He understands it through a series of questions with staff and emails and things like that but he thinks the person at home got their bill and it said 20 bucks and maybe the last vote was 70 and then they come back a year or two later, or however long it is, and now it is back to 80 bucks. There is no outreach, there is no education; it is basically just a bill. For the ones that do actually read it, he thinks there is some confusion. He knows they talked about town halls and doing outreach. He thinks that is going to be very, very important so that they don't get to this point and have people say why or I didn't know.

Mr. Helmuth commented that when the ballot goes out it has a description of the changes in the assessments. This year they plan to show a history of what it was and a short description of the reasoning behind the past to give them an idea. For instance, when they went from say $70 to zero dollars and then back up again, they want to educate the public to know that it dropped down to diminish the surplus monies in that account and they had to bring it back up to match the maintenance with the funding. He noted that it wasn't clearly shown last year. It showed that they did need to increase the funding. He agreed that they can do a better job and give that explanation this year.

Mr. Tooley stated that the City Attorney reminds him that they need to return to the main point which is the Engineer's Report. He thinks this is an important part of the discussion. He added that perhaps offline he can visit with Council Member Rigby and work him through some of the equity issues and when they come back and have this very specific discussion about City funding, he thinks he will be in a position to make an informed decision.

Council Member Bomprezzi stated that was her concern when they started to get all the complaints. She knows they are off the subject. She asked how much public education did they go out there and tell these zones what was going to happen if they didn't vote for this. She thinks they do need to do a better job of getting the word out of what the impact is going to be. She agreed with Mayor Poythress that they need to provide interim whether that be biweekly or whatever. She commented that who expected the warm weather that they had thus far. They are having weather that should be on down the road a little bit and heaven knows what summer is going to be like. She asked Ms. Seay if twice a month would be sufficient. Does it need to be done every week?

Ms. Seay responded that they are happy to provide information in a staff report that can give Council the benefits of doing it each of the three ways. They do have some concerns about a lot of overtime for staff and burning them out for their primary functions. All that can be discussed in the staff report on that particular subject area. Any one of the three would be a significant improvement over nothing.

Mayor Poythress asked if there are any other questions or comments from Council.

Mayor Poythress directed his comment to Council Member Rigby. He thinks that there are some legality issues potentially but talking about a volunteerism / community effort / Love Madera type of thing could be a real way to go at this time.

Mayor Poythress thanked Mr. Helmuth.

Mayor Poythress opened the item to the public for comment, concern, or clarification. He asked that they come up to the podium and state their name and address for the record.

Lupe Rodriguez, residing in Madera, California, stated he has lived here all his life. He thinks he knows pretty much everybody in here and he loves Madera. He is not here to put blame or say why didn't you do it this way but he guesses maybe he is a little. He wants to be part of the solution not part of the problem and asked that they take it that way. If he doesn't explain it right he is sorry about that but he will clarify it. He noted that they said something about hiring new employees and asked if that is part of the solution that they are thinking they are going to have to hire more employees. He is talking about grounds crew or whatever.

Mayor Poythress responded that the agenda item is a pretty extensive report but there are a lot of actions. One of the decisions that they have made, at least on a preliminary basis, their direction is to go with City employees rather than an outside contractor because they can do a couple of things. Number one they can control the quality if they go that direction. The second thing is that with the way the bidding process goes they have to go with the low bid and a lot of times if you go to low bid, you get what you pay for. Mayor Poythress added that a lot of times with some of the outside companies their costs are going up so he doesn't think there is going to be quite the gap that there has been in the past but that is what the deal is.

Mr. Rodriguez responded that he really is not for hiring new employees. He thinks what they were doing before when they had contractors out there, his personal opinion, and asked that they don't kill him for this, but he thinks they get too many more employees then they are having to deal with workman's comp and that is the reason why you get contractors. That is their problem. He noted that they just have to have a person that goes out and they have somebody that is responsible and knows that hey this is the job that needs to be done and this is how I want it done. That is how I pay you. Pay you at the end of the week or however they do it, at the end of the year or end of the three month, one month, or however they pay. If he does the job then he gets paid; simple as that. He knows it is not as easy; they have to have people out there that go out. He knows they have people. He knows the people that are there. They can do that for them. They just have to make sure to give them the time to do it. That is his personal opinion as far as hiring new employees. He thinks ok now I gotta get a truck. Now I gotta get three more lawnmowers. Oh wait now it got stolen, or broken or ran into something, or I got hurt. He doesn't think that is the way to go but that is his opinion. He knows they talked a little about elections. When he received that, did he read it? He probably didn't. He probably looked at it and said heck they want more money and he said he is not paying any more taxes. He noted that this comes up and it is his ignorance for not looking at it real good and probably somebody else's fault for not sort of explaining things a little better too but that is ok, that is how they learn. He commented is he willing to pay more and he is but he wants to know what he is paying for. He wants to know ok it is going to be $60 more a year or a month or whatever they want to do but he doesn't know what he is getting and what are they paying for. Are they paying for drought tolerant landscape? Are they making sure the code has been followed when they are putting trees and putting in some kind of a barrier where the root doesn't come up three years later and it breaks the concrete then they've got a huge amount of money that has got to be spent. He added that it doesn't get fixed and he knows it doesn't because he runs over it every day and the reason is, it is a big amount of money. He noted that goes back to code enforcement. When they tell a contractor or somebody that is going to put in a subdivision, this is what our code is, we want trees every 25 feet, we want drought tolerant. What trees do we want to put in there? Do we want a barrier so it doesn't ruin our streets later on? Mr. Rodriguez commented that this is not being done he is telling them. They can tell by the way they look out there. It is that way. It ruins the sidewalks. He has seen the City working on some sidewalks already out there but that is the people that they could use mowing the lawn instead of having them fix sidewalks. He stated that is something else that needs to be addressed. He thinks they will be able to address it when they have these town meetings and things like that. He just wanted to say that they have to start from the basic and that is when they get those houses built out there. He agreed that the boom is gone but it is coming back so they need to get on it. He suggested they talk to code enforcement and say hey you guys make sure that those guys, when I go out there and inspect that, I am going to see that barrier around that tree and I'm going to know what kind of tree you are putting in and what kind of a watering system you are putting in; things like that. He stated that is simple stuff and he knows they have the people that can do it. They are smart people and he knows they are but they just have to push code enforcement. He noted that code enforcement is the hammer. They don't let the guy put it in then. Mr. Rodriguez asked if the City has thought about prison help and has anybody contacted them. He knows there is a liability there. He sees them around working on the freeways and working everywhere else.

Mr. Tooley responded that that they have used crews in the past. They don't envision using them for this particular activity.

Mr. Rodriguez asked why.

Mr. Tooley stated that what the City will do will provide a better quality of service. It is going to be more predictable and they think it is going to be cost effective. Mr. Tooley added, so that Mr. Rodriguez understands, they are only hiring two full time people. The rest of it is going to be part time labor so that they ramp up or ramp down depending on what they learn and how they begin to change things with regard to the drought.

Mr. Rodriguez stated he stands with what he said. He still doesn't go with hiring new people. He thinks they should stay with their contractors just make them do what they are supposed to do; what they pay

them for. Mr. Rodriguez thanked Mr. Tooley for the answer. He noted that he still thinks that the prison help is pretty viable. They can use it in certain spots. He added that for a while there they were working the kids on Saturday. He doesn't want to take too much time. He is running his mouth and he just wants to try and make sure he gets everything down. Mr. Rodriguez referred to other funding sources. He asked if they have looked at the Redevelopment Agency.

Mayor Poythress responded that there is no more Redevelopment Agency thanks to Governor Brown and that has been gone for a couple of years.

Mr. Rodriguez agreed but noted that there are still people that are working it and there is still money that is coming in some part.

Mayor Poythress responded that it is not anywhere near what was coming in. Mayor Poythress added that second, they need to be in an RDA district to get those kinds of funds. He advised Mr. Rodriguez that he is not in an RDA district. Mayor Poythress added that they are looking for anywhere they can get funds. There are strings attached and they are hard to get and that is the reason why they are having this…

Mr. Rodriguez stated he just wants to make sure that they are looking at all of the options there.

Mayor Poythress stated they are looking all over the place. They are very good with local funds.

Mr. Rodriguez stated that the Governor has told them that they can't water the….

Ms. Seay responded it is the ornamental turf in the median.

Mr. Rodriguez asked what they are going to do with that. He noted that the Governor is putting money out in front of them, no water and what are they going to do with that. Are they going to apply for any bonds?

Ms. Seay asked Mayor Poythress if he would like her to engage on a one on one with Mr. Rodriguez.

Mayor Poythress suggested that Mr. Rodriguez ask some of the questions afterwards because this is getting kind of technical with what the Governor is doing. He stated that some of this stuff has just come out as of last week. They are still assessing. They are still getting information from Sacramento with what that means.

Mr. Rodriguez stated that is the reason why he is bringing it up. He just wants to make sure…that is the other part of it that they can address some of this with. He is not just talking about his small area that they want to keep the grass mowed; the overall thing for the City. Mr. Rodriguez restated that there is money there. The Governor is kicking out some money so he is sure they have the people here that know how to get it. He looks forward to that. Mr. Rodriguez referred to what Council Member Rigby said about how his constituents, it's hard. He really doesn't like this, his constituents. They are all Madera but he understands where the law says they have to have representatives from every place. The deal that sort of hit him in the ribs there a little is when Council Member Rigby said, well how can I make them pay for something that is over here on the west side. Mr. Rodriguez commented that if he lived over there and he used to live over there, and there is nothing wrong with it, and he enjoyed living over there. His daughter lives over there and he would ask her, well do you want to come to Madera and see the weeds this high when you go take your kid to school, when you go shopping or whatever, and she stated no. His other comment is who is paying the higher taxes. Is he paying the higher taxes? Is that the costlier houses over there? Well he sees a lot of costly houses over here. He doesn't know; it is sort of iffy. He sees Council Member Rigby's point but he doesn't know if he totally agrees with it. Mr. Rodriguez stated that as far as twice a month mowing for the 75 days; whatever. He noted that the City is going to do that. He is not worried about the 75 days. He is worried about the long term. Regarding the 75 days, he mowed it. He mowed it one time already. It is not like he is going to fall apart but they do need to get a

plan together so they can have it for next year and they won't be over here all worried about why they are not going to get things mowed or other things done.

Mr. Rodriguez stated that is it. He appreciates them listening. He knows he sometimes sounds a little too pushy but he doesn't mean to be. He really is here to help. Whatever they need, he thinks there are people all over that are very more than willing. He wants to say one thing, he appreciates Council Member Medellin coming. He talked to them. He noted that Council Member Bomprezzi was gone. They do appreciate that. They had their feathers all ruffled and everything. They were ready to go to battle and everything. They did talk to Council Member Medellin and it made a lot of sense.

Council Member Medellin thanked Mr. Rodriguez.

Mayor Poythress asked if any other members of the public wish to address this item.

Don Williams, residing in Madera, California, stated he understands they have two issues. One is the immediate issue of the next 75 days they will muddle through however, the City will decide how they will muddle through it. He is mowing his little island himself and he also saw the Mayor doing his. His neighbors are doing theirs. They are all doing what they can. Mr. Williams referred to increasing the fees in the districts and commented that he probably is like Mr. Rodriguez, he looked at his deal and said oh and threw it away or maybe he did understand and didn't vote for it. He can't remember and that is neither here nor there. What they really got, and he would take this agreement with the Mayor's position that if the people don't vote for it this time well it is their problem or Council Member Rigby's position that it's on the west side and I'm on the east side; it is their problem. Mr. Williams commented that they are all in the same city. They all drive down the same streets. He drives through the east side, east side people come to the west side. They all look at the same landscape. They all share the same benefits when they look good. He stated that Council Member Rigby can roll his eyes but they all do. They all share the same benefits and they should all share in the same costs. He noted that right now they have a calico cat approach. They have 80 different districts. They all look different. They have 80 different ways to manage them. One district has a zero fee one year, $40 the next, zero the next. They can't make heads or tails out of it because they don't know what is going on either. He asked if it is possible, and he was here before they had these districts, he has been here a long time, that they reevaluate this as a global problem because right now they are going to take care of what they can take care of. He noted that it is not going to happen before July 1. They will have their votes on July 1 and what happens happens but maybe they need to look at this and say hey maybe we need to go to a system where everybody is equal. Every land owner pays an equal amount because they all share an equal amount of service just like they do from their police officers or fire or city government. He added that everybody goes to it and then the City does the best they can with maintaining it with whatever they come up with from each landowner. To him that seems fair and equitable because what they've got now really is a patchwork that is falling apart at the seams.

Allen St. Lucia, residing in Madera, California, stated he has been here since 1978. He hasn't lived here all his life. He has heard what people say about this. He lives in District 1. He thanked the Mayor for mowing the center median. He noted that the west side still has 3 foot high weeds in it. He added that the HOA on the east side, they had their guys mow it. He thanked the Mayor again for doing that noting that he shouldn't have to do that. They have City personnel that can do that. He knows they all have to do more with less these days. He commented that three years ago he had 11 guys under his jurisdiction at the prison. He is a Chief Engineer. He noted that it is a fancy title for maintenance supervisor. He stated that they downsized, reorganized. Whatever they want to call it, just like everyone else in this room that runs businesses, and he ended up with 8. He asked for 10. They immediately put one in salary savings. That gave him 7 and one retired and that gave him 6. He has 3 on workers comp. He is running a small city. He runs wastewater, water, lights, all the air conditioning, the backup generators, and if he took the same attitude as someone took when he voted it down, and he did vote it down, he won't tell them he didn't, well we will let them see what happens. They would have 3,000 felons on their doorstep sleeping tonight and they have done some of the most heinous crimes. He advised that he didn't. He pulled up his bootstraps and he said I've got a job to do, I'm committed to this community to keep them safe, and he did his job with his 3 men and he is going to keep doing his job. That is what

upsets him the most, people just say well I voted it down and I'll tell you why I voted it down. He has lived in that neighborhood for 24 years. He built that house 24 years ago and since he has lived there he has seen plants die all around that district and pulled out and not replaced. He has seen lawns go weeks or two weeks without getting mowed. They are paying a contractor to do something. He has seen there are dead trees there right now. They are not being trimmed or pulled out. There is mistletoe in trees that is not being trimmed and that is why he voted it down. He stated he is not going to stand here and say he didn't. Now they want to tell him they want to increase it. He pays $14.08 December and April. That is $28.16 times 245 houses in that district. That is a little over $6,700 and it hasn't been touched in four months. He asked where is the $6,700. Where he works at the prison, that is mismanagement of funds. He asked that they tell him what he is going to get for his money and he will pay the extra money. He commented that $14 isn't a lot of money but he wants to know that when he drives around his neighborhood he is not going to see weeds this high and he is not going to see bushes not replaced that died and he wants to see grass mowed. He is not opposed to paying more. He is not here to beat anybody up. He has sat in those chairs with news cameras out here. Council Member Medellin knows. He did it for 3 ½ years on the Planning Commission. He spent weekends, Saturdays for 16 months taking juvenile delinquents around cleaning up alleys. They cleaned the lot where the courthouse is being built. He noted that there are resources out there. There are people they can use to do these things. He added that if need be he will do what the Mayor did and he will take his mower over there but he wants to know what he is paying for and he wants to know and be explained to. He read it and he voted it down. If it is not explained to him and he doesn't see some results he will vote it down again. He doesn't like the idea of well it's on them then; that is not right. They all live in the same City because if he went oh well it's on them and the gates opened up and he didn't keep the fence on they would have 3,000 inmates sleeping on their porch. Mr. St. Lucia thanked the Council.

Mayor Poythress asked if any other members of the public wish to comment.

Henry Arredondo, residing in Madera, California, stated Don Williams is his neighbor. They get up and they mow the median. He noted that is alright. A couple of years back he joined the graffiti abatement to keep Madera clean. He likes this place. It is a good City. He commented on how they are going to keep it clean; by graffiti abatement. He added that early in the mornings, erasing graffiti, he would see the Mayor running by and say how you doing. He stated that the same thing goes here, how are they going to keep the City clean if they don't mow the medians, the islands and the parks. He loves this City. He thinks it is a good City but if they neglect the medians, the lawns, pretty soon they have a little bit more graffiti and there it goes. He agrees with Don Williams. There are ways to do it and hopefully it will be done. He thanked the Council for their time.

Mayor Poythress asked if any other members of the public wish to comment. No other requests were made.

Mayor Poythress thanked everybody for their contributions tonight. He commented that unfortunately it sounds simplistic but it is not. They've got a general fund which is roughly $27-$28 million or something like that. About 63% of it goes to personnel costs, law enforcement, safety, staff, parks and rec and so forth and their only sources of income to offset that are sales tax and some property tax and again it is not the full intake of any one of those things rather it is a combination of things. These landscape zones have been in place for quite a few years and unfortunately the ones that were set into place before 2002 didn't have automatic escalation clauses so they didn't have to go through this particular process and keep up with things. He added that if they don't have these assessments it is a continued drain on the general fund. They would see reductions in services in other areas that he doesn't think any of them want to see. It is not easy. It is somewhat complicated. What he does pledge to everyone here in the public is that the process moving forward will be a lot different than it was last time. They are going to have informational sessions, town hall meetings, neighborhood meetings and there is a lot of information that still needs to go out that people need to understand and they don't want to have any question unanswered. He asked that they stay tuned. He has heard a number of them say they want to help. They can help by helping the City stage these meetings in their neighborhoods so that they can get a big turnout, get the information. He noted that is pretty much what he has to say on that topic and is not sure if anybody else

would like to comment on that. Otherwise he thinks they have three actions tonight and reviewed the requested actions. Mayor Poythress advised that they would take them in order.

Mayor Poythress announced that he would accept a motion for action on item C-2A.

ON MOTION BY MAYOR PRO TEM OLIVER, AND SECONDED BY COUNCIL MEMBER MEDELLIN, ITEM C-2A, THE MINUTE ORDER APPROVING ENGINEER'S REPORT FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONES OF BENEFIT 1, 2, 3, 4, 6A, 6B, 7, 8, 9, 10A, 10B, 10C, 10D, 10E, 10F, 10G, 10H,10I, 12, 13, 14, 15, 15B, 15C, 16, 17A, 17B, 17C, 17D, 18, 20A, 20B, 20C, 21A, 21B, 21C, 21D, 23, 24, 25C, 25D, 26, 26B, 26C,26D, 27, 27B, 28, 28B, 29, 29B, 29C, 29D, 29E, 30, 31A, 31B, 32A, 32B, 33, 34, 34B, 34C, 35, 36A, 36B, 36C, 37, 39, 40, 41, 43A, 43C, 43D, 43E, 44, 45A, 46, 50 & 51 FOR 2015/16 FISCAL YEAR, WAS UNANIMOUSLY ADOPTED BY A VOTE OF 7-0.

Mayor Poythress moved to item C-2B.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-2B, RES. NO. 15-63 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 15-63 **A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR CITY WIDE LANDSCAPE AND LIGHTING DISTRICT ZONES OF BENEFIT 1, 2, 3, 4, 6A, 6B, 7, 8, 9, 10A, 10B, 10C, 10D, 10E, 10F, 10G, 10H, 10I, 12, 13, 14, 15, 15B, 15C, 16, 17A, 17B, 17C, 17D, 18, 20A, 20B, 20C, 21A, 21B, 21C, 21D, 23, 24, 25C, 25D, 26, 26B, 26C, 26D, 27, 27B, 28, 28B, 29, 29B, 29C, 29D, 29E, 30, 31A, 31B, 32A, 32B, 33, 34, 34B, 34C, 35, 36A, 36B, 36C, 37, 39, 40, 41, 43A, 43C, 43D, 43E, 44, 45A, 46, 50 & 51 FOR FISCAL YEAR 2015/2016 AND SETTING DATE FOR PUBLIC HEARING**

Mayor Poythress moved to item C-2C.

ON MOTION BY COUNCIL MEMBER BOMPREZZI, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-2C, RES. NO. 15-64 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 15-64 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING AMENDMENTS TO THE FY 2014/15 BUDGET FOR THE APPROPRIATION OF GENERAL FUND FUNDS**

Council Member Medellin stated that at one of the meetings in the past the Mayor challenged the Council Members to reach out. He thinks it is their responsibility as elected officials to reach out to their constituents and answer questions, and help educate and hear from them as well as them hearing from the Council. They both have a responsibility. Homeowners have a responsibility to look at that bill and say why am I paying taxes not just for landscape maintenance but everything else they pay taxes for and question if they feel necessary versus tossing it. Council Member Medellin noted that he will be honest too, he thinks his wife threw it away. It is not a bill and tossed it so they are guilty of that too. He commented that he wants to reiterate and challenge his colleagues to reach out to their constituents and get their feedback and explain to them and educate on where they are with this issue and get input from everybody. He just wanted to say that.

Mr. Tooley asked if he may assume that there is a consensus among the Council that they would like to see an item for discussion and potential action that addresses the interim period at their next available meeting.

Mayor Poythress responded that would be great and asked that they include options.

Mr. Tooley agreed and advised that they will provide a complete staff report.

D. WRITTEN COMMUNICATIONS

D-1 Presentation on College and Career Readiness for Madera Unified School District

Mayor Poythress commented that they are looking forward to a presentation by Sheryl Sisil who is leading the charge on the College and Career Readiness for Madera Unified School District (MUSD). He noted that is one of the best things that has been happening in many, many years. He thanked Ms. Sisil for joining them here this evening.

Sheryl Sisil stated she is the Director of College and Career Readiness at Madera Unified School District. She advised that this is a brand new position but one that she feels is long overdue. She comes from the career/technical education side of the house so her education career as a teacher was as an ag teacher. She taught in Firebaugh and here in Madera. She feels very passionate about the work with the career pathways. Before she enters into the presentation, she thinks it is important to understand that they are progressing forward in a time where if you listen to what is an education right now you hear the words college and career readiness. That is the buzz word. They are going to have students leave high school, college and career. It can't be either/or. It has to be both. She noted that unfortunately, she guesses a common theme, the Governor has said this however, money is being cut left and right. There are grants out there that are available and Madera Unified has applied for about $6 million in grants to implement or revise new pathways and it looks really positive that they will receive those but if any of them are following what is going on in the legislature, and she is sure most of them are, there are two really important items that she would love for them to think about. One is AB 288 and that has to do with dual enrollment. If they have an opportunity to look up AB 288, she asked that they take a moment to do that and there is an opportunity to show their support for that. She added that SB 148 is the one that will directly affect them as far as funding. It is a bill that is proposing $600 million annually towards career technical education and that would take them back to about where they were when things started being taken away. She knows local control is nice and in Madera they have a huge support for career technical education, a long standing relationship with business and industry partners, and she feels very confident in the support that they receive but to have a $600 million, and it would be annual. What the Governor has put out there now is $250 million a year but only for three years. After that everything goes away and they are sort of on their own. She restated that if they have an opportunity to look into SB 148 or AB 288 they would appreciate the support in either of those.

Ms. Sisil stated that at Madera Unified they sort of adopted a guiding principle and this goes back to that idea of college and career readiness and that is that all students will be provided an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options ensuring that all students are college and career ready. She explained that what that essentially means is that a four year university is not the only option when students leave high school. She advised that there are multiple options and there are multiple pathways in which students can follow today and ultimately end up with a very good job and have a very fulfilling future and life. They have really started looking at multiple options for students.

Ms. Sisil stated that one of the things that Madera Unified was very visionary in was in 1995 they developed a career school model. Some of them in here may have been in school when that was implemented. Some of them have spouses who taught when that was implemented. In the career school model, what Madera did was, they had a super school. They had 5,000 kids spread at two campuses and she was in school during that time and it wasn't always the most pleasant place to be. Somebody asked her the other day how many times she spoke to a counselor in high school and she thinks it was four, once a year to pick her classes for the next year. She stated that when the career school model was developed, it was to take those super schools and give students a sense of belonging somewhere. Based on their industry sectors here in Madera they have career schools of Agriculture, Engineering and Technology, Human Services, Health Science, Humanities, and Business. She added that today, in 2014 they still have those same career schools. She noted that there has not been really any change to the system that they operate in. What has happened with the progression, that thankfully they are moving away from now with state standards and teaching to a test and everything being about math and English

language arts independent, not relevant to anything to make kids interested in learning it, was that they still operate as a career school but they don't operate as a career school. She advised that kids choose electives but it is not the model that it initially was. As it stands now, what they have in a career school model is that they have an array of electives that fall under one of those categories but what they want to see are outcomes that they can measure. They want to see how many students are completing pathways. They want to see that they are aligned to industry. They want to see that there are certifications in hand when students leave their program. What they are going to be doing is really shifting the focus away from the career school model and looking at what they refer to as a career pathway model. She explained that the career pathway model is really aligned to the idea that when students leave high school they will have had an academic program that was rigorous and meaningful and relevant and that relevancy is tied through a career pathway that they make an educated choice based on career, guidance, and exploration K-8, if you will. Right now they don't have anything for career guidance or exploration. They have kids in the 8th grade asked what do you want to be when you grow up and if it doesn't fall in one of those categories they sort of put them in one and that has been sort of the extent of it because the career component hasn't been important; it has been all about a test and standards.

Ms. Sisil stated that the Pathways to Prosperity Report is a report that came out of Harvard Graduate School as well as Jobs for the Future and this is really what career technical education is being based on, the ideas and notions that came out of this report. She advised that there are four really important components to having an appropriate grade 9 to 14 pathway system. They have to have engaged employers that are offering Work Based Learning (WBL) and internships. Many of them have met her this year for the first time. Many of them have re-met over the time that she has been here and in a different capacity she had an opportunity to reach out to a lot of business and industry. She stated it is huge, it is key, it is on here because it is one of the big four that are required for their career pathways to be successful. She added that underneath that workplace learning and internship component is externships. She advised that there is a new requirement for teachers teaching career pathways that is effective in July and that is that they now have to have a credential that says they can teach career pathways but they have to go out annually and be in industry. They have to have a way to show that they are spending hours that are relevant to what they are teaching with the industry people that they are preparing kids for. Ms. Sisil noted that is a big game changer. She commented that teachers are still going to do professional development and they are still going to do their school component but annually they have to go out and meet with the business and industry people that they want to prepare their kids to go work for if that is what they so desire. They also have to have what is called an intermediary and that is basically a link where education and employers come together. She noted that some in this room have been huge for her in that. She thinks Mr. Farinelli is still here. She commented that he has been a huge component in that, linking education with employers and he has opened a lot of doors for her this year that she might not have been able to get into. She added that Council Member Medellin has been a huge help to her and a big support to her this year. Also, Mayor Poythress has shown great support when they have met and all of them probably know that Council Member Bomprezzi's husband is retired after 36 years as an ag teach but she doesn't let him retire. They just bring him back. They let him take small breaks and then bring him back and he is wonderful. She emphasized that really linking education and employers, that is number two. Number three she already alluded to this, Early Sustained Career Counseling. She commented that she is part of education so she feels that she can stand up here, be transparent and tell them the honest truth. She stated that the honest truth is they have some good things but they could be so much better and she just got approval with the middle schools. Next year, they are actually going to be implementing what is called the Gateway to Technology. It is through project Lead the Way and they are actually going to have a comprehensive program built into the school system. Right now many of them hear about their robotics program. That and agriculture are probably the two kind of cornerstones that are noticeable in their community but the fact of the matter is they can be better. Robotics and engineering with the technology, that covers all industry sectors and agriculture included. They are going to imbed that grade 6 through 8 and they have a comprehensive plan. They are sending teachers to training and they are going to get that built into the day, not an afterschool program, not a student group that meets in the evenings. It is going to be available for all students. She advised that the following year they will roll out agriculture and after that medical careers. Those three will all be built into middle schools.

Ms. Sisil stated that as far as the career counseling, providing career guidance, they have elementary school counselors now. She actually was just given the opportunity to kind of take over working with all the counselors in their school district. She is working with elementary school counselors and secondary school counselors, which is a big piece to this all working, is how the counselors are able to understand and implement. Also, committed national and state leaders that create favorable policy. Like she said, sometimes it appears that there is favorable policy but then when they look underneath it is not so much but they are very lucky right now that there are people that believe 100% in the college and career readiness and really looking at what they have done in the past and learning from that.

Ms. Sisil referred to the display which is a visual regarding the partners. She noted that every piece of the puzzle on there is important for their success including employer associations, community based organizations, Workforce Investment Board, community colleges, employers, and then K-12. She added that the two things that might be shocking to them is the K-12 and the community college. Always before when they talk secondary, they look at just K-12. She advised that SB 1070 is a bill out there that requires community colleges to work with high schools. They can no longer be the gate keepers and say it doesn't matter how good your curriculum is or how good your teachers are, your kids are still going to come here and take those same classes over. She noted that is not going to happen and that goes back to the AB 288 that she spoke about which is going to deal with dual enrollment which is where students enrolled in the high school class will earn transcripted college credit when they leave high school. They don't have to pay anything in fact they can't pay anything. They don't have to go anywhere. It is a college education while on the high school campus and that is a game changer. She noted that is huge especially for their students. She commented can they imagine if they could have had their child leave with 60 college credits and an AS degree at the completion of their high school career because that is what is going to happen starting next year with their incoming freshman. All of their new programs of study have 60 college credits built into the pathway. She commented will every kid earn 60, not necessarily. Like she said it is rigorous academics and rigorous career component but students will have an opportunity to do that.

Ms. Sisil provided a visual of what a pathway should look like. She advised that it starts in middle school really implementing project based curriculum. They are actually going a little lower than that. She gave a little shout out to Mr. Farinelli, the Lyle's School of Innovation and Entrepreneurship is going to be implementing a science and math program called Kid's Invent. She stated that every 5th grade student in Madera Unified is going to get science. They haven't been taught science as science for years. Some elementary school teachers do it because they have a passion for it but very few do. Every 5th grader in Madera Unified, and she knows it is not perfect but it is a start, is going to have an opportunity. It is a STEM based program that focuses on science and mathematics; with technology and engineering; innovation and problem solving; really kind of embedding that project based curriculum idea at an earlier age; then keeping that going through middle school; looking at the career exposure; getting their students out; and job shadowing. That is really important and that is where employers again become a key component. She referred to community college certifications. Ms. Sisil commented that the state says now that if they are going to fund a career pathway, the capstone class which is the last class, has to have an industry based certification built into it. It means that every kid that completes a pathway and a capstone class, if it is going to be funded through the funds that they receive by the state, it is going to have to end in an industry based certification and/or dual enrollment which is where the kids would earn college credit in a particular pathway and that is big. It is something that is unprecedented on the west coast. She advised that if they go in the Carolina's and look more on the east coast, it has been happening for a while. They are slowly catching up. She noted that she mentioned multiple pathways to get to their goals. Right now they say four years of high school, go to a four year university. She commented that the fact of the matter is not all kids are ready to go to a four year university when they graduate from high school whether it be that they didn't have the greatest high school experience, whether it has to do with maturity, financial, lots of components. With this type of program, kids are going to have multiple opportunities. They can go to work and then go to college when they have a better idea of what they want to do. By having it really aligned to industry, looking at those certifications, that is all going to help their programs and their students.

Ms. Sisil commented on the rigorous academics and career technical education. They know there is a lot here and Council Members can see it. If they are interested she has copies for members if they would like. She noted it is a visual to show the progression looking at how the rigorous academics and career pathways come together to create an acceleration in college and career readiness by using dual enrollment, integrated instruction, and work based learning. The one shown that she hasn't talked about is integrated instruction. An example of that would be next year incoming freshmen who are in the school of engineering and technology, they will take a blocked class. They will take Algebra I and then they will take coding. She advised that the coding component will be the application of the Algebra I. Those students are going to get elective credit as well as math credit. Those are the opportunities they are looking towards in integrated instruction where kids can take a career pathway course and also earn math credit. She advised that they are going to learn algebra and it is going to make sense to them because it is going to be built into something that they are interested in.

Ms. Sisil advised that she used engineering and technology and added that there is an array. They have like 23 different electives that are offered that kids can take but as of last year they had 11 kids who completed a pathway. What that means is that kids are just taking electives but they are not sticking it out. They are dropping out. They don't have an opportunity to take electives. There are a lot of components that have to be reworked to make this now what it will look like on the bottom of the slide. An example, in their Engineering and Technology Pathway, 7th graders will take Design and Modeling and Automation and Robotics. 8th graders will take Science of Technology and Green Architecture. 9th graders will take Introduction to Engineering Design and 10th grade Principles of Engineering. Then they get into the Computer Integrated Manufacturing and then look at Engineering Design and Development as a senior. She commented that is a true career pathway. They are going to leave with 60 credits, and AS degree from the community college division. They are going to have certifications in hand. If they want to go to the four year university and become part of the VIP engineering program at Fresno State, they are going to be ready for that but if they want to go do an apprenticeship with JBT and go straight to work making $45,000 as an 18 year old, they are going to be prepared to do that as well. She commented that is the true definition of college and career readiness.

Ms. Sisil stated that in Madera they are going to have a new high school. When she said they were going to do away with the career school model, they are going to move to a model which will implement multiple pathways but because they have amazingly successful programs in agriculture, engineering and technology and health careers those are going to be stand alone. They can't duplicate those programs at multiple campuses. If any of them have had an opportunity to tour the agriculture facility, that facility is better than most college facilities. That is 30 years of agricultural leadership in this community, maybe even more, to see that through. They wouldn't be able to duplicate that and if they did separate it out they are going to split resources, they are going to split support so as a district they really believe that they are going to have career academies with the pathways underneath there and they will go to the school they are supposed to go. She added that anybody will be provided the opportunity to take classes there. They are not going to restrict students to not being able to take classes. She commented that Clovis operates under that model, Tulare does. They have to provide transportation. They might extend their day a little bit. It might become a little more costly but they are going to work through those things so that kids have the best opportunities. She advised that every school, regardless of where they are at still has arts, media, and entertainment. That is where they find their band, choir, drama, art, digital media. Public services is going to be a pathway on all three campuses. Every year they turn away 100 kids that want to be in the public services pathway. She added that hospitality, tourism, and recreation will be at each school site as well as education and child development at each school site. She stated those are all programs that are easier to duplicate and kids will have an opportunity to take those and don't even have to leave their campus.

Ms. Sisil commented that at their continuation high school and their community day school, one of the things that in Madera Unified might not make sense to many of them, is that at those schools where electives would be the most important for kids, those are their kids who are no longer in a comprehensive high school, they have had no elective programs for them. They are going to be implementing elective programs. She advised that Ripperdan Community Day School is going to have residential and commercial construction. They have some really great support for that program. Mountain Vista

Continuation High School is going to look at production and managerial arts as well as kind of combining design, visual and media arts. They are very landlocked on space there, no room for equipment, not a lot of facility so they are looking at what they can do with technology. They have to have some screen printing machines and things like that that aren't being used that they are going to try to move over there and give those kids an opportunity to get a skill and put it to work. Ms. Sisil offered to answer any questions.

Mayor Poythress asked Ms. Sisil what are some ways that the City as an organization or Council people can help in this particular effort. He noted it is a great effort.

Ms. Sisil responded that what she would say specifically is what has started happening now and that is fostering the relationships back with education and employers. Many of them sitting in this room sit on an advisory committee or have sat on one but many of them have been frustrated by the lack of progress so they have pulled back and felt like it was a waste of their time. She saw it herself and she is working really closely with teachers. She commented that if they get a call or if they get an invitation that comes from her or comes from a teacher know that they are asking for input and support. They are using it and they are listening because she is there to make sure that it happens. She noted that some of them have attended meetings this year and they have had great support and they are moving forward. She stated that any help with the work based learning part of their work has to be with employers. They have to have a certain amount of hours in the classroom where employers are coming in and speaking to their kids. They have to have a certain amount of time where they can take kids and tour places. She advised that JBT has kind of stepped out in front of everybody this year with their needs and they were sort of visionary. They are doing something that she doesn't believe has been done here, if ever, not in her time it hasn't been, and that is an apprenticeship program but not in the sense that they are used to. There is still the 18 year old component but any opportunity that they all know about of manufacturers, agriculture, health careers, those are their three industry sectors that the county recognizes as their leaders. That is who they have to align with. They still support performing arts. They still support hospitality, tourism and recreation because those are things that kids like. Those are things that the community likes and they need but it is a little tougher sell to put certain monies towards those programs because it is not an economic component like agriculture, health careers and the advanced manufacturing. She noted that the business side is where they all can really help. She has met with some of them individually. She has a meeting with Mayor Pro Tem Oliver tomorrow morning at 8:00 a.m. She added that any opportunity to let them see the facilities, let them see the programs, she is happy to do so. She thinks that has been one of the parts for her that was eye opening because she is embedded in it. She knew how many great programs they had but when she went out and talked to community members they had no idea. Until they see the quality of work that is being done in some of these programs, she would say career technical education teachers are the worst about telling people how good they really are. They have some fabulous programs and some amazing teachers. She stated their ag program is a top three finalist to be recognized as one of the best in the nation this year. They have been recognized as the best in the state in the past but they are looking to be recognized as one of the top three in the nation this year. She advised that they have a robotics team going back to a national competition. They have some amazing programs that everybody can be really proud of.

Ms. Sisil stated she would love the opportunity to help the City with the community service component because all of their career technical student organizations have community service built into them. Those are FHA HERO, FFA, FBLA, Deca, Skills U.S.A., First Robotics. They are required to do community service. She doesn't know who to contact to sit down and really look at that but she knows how to contact the Mayor and Council Member Medellin. She might be reaching out to either one of them to look at how they can do that.

Mayor Poythress advised that she can contact Mary Anne Seay, the Parks and Community Services Director.

Council Member Medellin stated he wants to touch on something the Mayor talks about passionately and that is technical education. He noted that the majority of the jobs in Madera are obviously ag and industry based and they are looking for that technical education with specialized training. He too wants to give a

shout out to JBT. He thinks what they are doing, they are definitely going to set the way and he sees a lot of other industry following. He happened to meet with some folks the other day and they are certainly proud of the fact that they are going to bring in 10 students and train and pay and set them on the right pathway. He stated his appreciation to Ms. Sisil for what she is doing. He noted that she is very passionate about what she is doing. He encouraged her to keep fighting the good fight. He certainly will support that program as much as he can because he thinks this is definitely going to put them where they need to be as far as getting these kids not only to school but trained where they need to be trained and in that workforce here in Madera to help them to grow.

Ms. Sisil agreed and that is ultimately her goal. She is born and raised Madera kid. She spent her whole life here. Her dad was a business owner here. Her mom worked at Baltimore Aircoil for 35 years. Her goal is a big picture. She commented that better education is going to make a better Madera and kids connected to education is going to keep them engaged and in school and not on the streets. She thinks they all see the connections and that is what really drives her to do the work that she is doing.

Council Member Holley stated it sounds like a good program. He has been in Madera all his life. He thinks he is probably the oldest one in here. He hears a lot about these programs but none of them reach the southeast side of town. They have a lot of African American churches over there that this information would be viable. He knows they just talk about businesses but a lot of those that are in churches on that side of town have businesses somewhere or they have access to them. If they start putting out their flyers, he thinks it would be good to pass some out to those. They talk about community leaders. He has been in Madera all his life and he has been one of the main community leaders and he never heard about this. He stated that no one has contacted him. He knows that somebody is slipping through the loop. He has run a program across town for 28 years and it is going to end. He watches these things go on. He listens to people bring their presentations but he hasn't had one contact him. When he hears stuff like this he gets kind of bitter because he thinks if they are going to do something like this they should notify all on that side because they don't have that kind of access, those kinds of resources and he knows that they strive to try and get them an education too. He knows that would be something to reach out not only to the schools or the businesses but to the churches because there are a lot of kids there that need some help. He thinks this program that they have might help a lot of them if their parents know what is going on.

Ms. Sisil agreed.

Mayor Poythress commented that is why Ms. Sisil is here tonight because of just what Council Member Holley said, she wanted to hear from Council Members and know what is going on in the entire community.

Council Member Bomprezzi commended Ms. Sisil and added that she is the right person for this job. She remembers back, it may have been the early 90's that the State Center Community College was trying to do the same similar thing. She noted that Bobby Kahn was involved and asked Mayor Poythress if he remembers. It was called Career to School. She commented that it never did quite get off the ground so she is excited that this is finally going to happen in Madera. She noted that Madera is the perfect place for it and the perfect person to do it because she will make it happen.

Mayor Poythress thanked Ms. Sisil for the presentation.

E. ADMINISTRATIVE REPORTS

E-1 Presentation of the Preliminary City of Madera Enterprise Budgets for Fiscal Year 2015/2016

Director of Financial Services Tim Przybyla stated this evening he is presenting the preliminary budget for the enterprise funds for FY 2015/2016. He noted that included in the major enterprise funds the water and sewer budgets request for the FY 15/16 reflect additional costs which are driven in part by increasing state mandates from monitoring and for conservation. They also reflect an effort to better manage and

maintain existing assets to insure a sustainable water and sewer infrastructure that was called for by the Vision Madera 2025 Plan. He advised they would discuss a little bit about the rate increases that are being proposed as well as the rate study that has been completed. He noted that if the rate increases are not implemented it is likely that some of the capital projects listed in the budget tonight would be further delayed.

Mr. Przybyla commented on the major enterprise fund highlights. He advised that sewer is projecting a $1.4 million deficit in 15/16 compared to a very slight deficit in 14/15 but there is $587,000 of capital outlay being requested in the 15/16 budget. He noted that solid waste is projecting $159,000 deficit but they plan to revise those projections and balance that budget by the final budget presentation. He commented that water is projecting a $2.5 million deficit with $1.7 million in capital outlay. He added that drainage is only projecting a $38,000 deficit and they are also expected to balance that by the final budget presentation. He commented that the total major enterprise fund budget requests are about 15% up over the 14/15 budget. He stated that rate increases would have a huge impact on the water and sewer budgets. He advised that the budgets being presented tonight do not reflect any rate increases. They are assuming that rates would remain the same and that is how they end up with the numbers he reviewed. Mr. Przybyla referred to the display and advised that is the top half of Exhibit A. He wanted to show them some of the fund balance figures. He advised that these are actually the working capital figures which are their current assets minus current liabilities basically, cash plus accounts receivable minus accounts payable. They can see that the projected working capital for the sewer fund is coming down from over $10 million at the end of fiscal year 2009 and if it is completed as projected, including the budget requests that they are looking at this evening, it will be ending the FY 15/16 with slightly over $6 million. He noted that solid waste working capital has done better. They can see that it has increased over the past few years or even several years. As he mentioned they are planning on balancing that budget before the final presentation so that should end up with about the same working capital that 14/15 will end with. Regarding the water working capital, he noted that again that has gone down quite a bit since 2009, crept back up in 2012 a little bit. If they continue with the budget they will be looking at even more of a decrease, he believes it was the sewer fund they were looking at, going from over $10 million down to slightly over $4 million in working capital. Mr. Przybyla referred to the drainage working capital. He stated this is what the funds in that fund look like. He is just providing these for the major enterprise funds this evening. He stated they are talking about smaller dollars here with the drainage working capital. He noted that unfortunately with the drainage fund they have less opportunities to increase the fees; it is somewhat more restrictive than the other major enterprise funds. Mr. Przybyla offered to answer any questions. No questions were asked.

Mr. Przybyla moved on to the non-major enterprise fund highlights. He advised that the airport fund is projecting an $80,000 surplus which will be set aside for future capital improvements. He is sure they are aware, there are some pretty sizable projects that are being planned that will be executed related to the airport. He advised that the golf course fund is balanced after $193,000 transfer in from the general fund. It is a wonderful program that the City offers and net of the revenues and expenditures that the golf course itself creates, the City would contribute $193,000 in 15/16 to be able to provide that service to the community, that recreational opportunity. Regarding the fixed route transportation funds, those are funded by transportation dollars, basically grant dollars and those are balanced. He noted that the total non-major enterprise fund requests are up about 38% from the prior year's budget due to capital outlay requests. He displayed the detail.

Mr. Przybyla advised that this presentation is informational only and there is no action required. He commented that this is the second of four preliminary presentations. He noted that the general fund preliminary presentation will come up at the next City Council meeting. They hope to be on schedule with that and then the internal service and the special revenue fund budgets will be presented on May 20th. He added that a budget workshop is scheduled to be held June 3rd if the Council is good with that date. They may need to officially set a date for that.

Mayor Poythress asked what day of the week that is.

Mr. Przybyla responded that is a Wednesday.

Mayor Poythress commented that he didn't think that they had their budget workshops the same evening as the Council meeting.

City Administrator David Tooley responded that normally they don't. They want to set aside enough time so maybe the short answer is that they need to identify a date that all of Council can attend and then they can spend an appropriate amount of time working through the elements of the budget.

Council Member Rigby advised that is graduation week here and he believes that is the evening where one of the continuation schools will be holding one of its graduations. He doesn't know if that is a requirement of Council Members to be there so maybe staff wants to take that into consideration.

Mr. Tooley commented that often times they do that on a Saturday.

Mr. Przybyla stated they will discuss that at a future City Council meeting and figure out what date is best for all Council Members for the budget workshop. Mr. Przybyla added that the final budget could then be presented to Council for consideration of approval at the June 17th meeting after all of those are completed. Mr. Przybyla offered to answer any questions the Council may have about this presentation or any of the individual budgets that make up the big dollars they are looking at tonight.

Mayor Poythress asked if there are any questions. No questions were asked.

F. COUNCIL REPORTS

Council Member Robinson reported that today he attended the First 5 Hero Award Celebration. He stayed there briefly and then he went over to Pershing Elementary in the Mayor's place to talk to the 3rd graders about how city government works.

Council Member Robinson reported that on Friday, April 10th he attended the Administrative Services Policy Committee meeting for the League of Cities. He commented that SB 272 by Herzberg is the California Public Record Act Local Agency Inventory. He thought this affects a lot of the City. He read the bills summary regarding agencies keeping an inventory of electronic data. He noted that the League staff's recommendation is to watch the bill.

Council Member Rigby reported that he had the opportunity to come and sit in on the Planning Commission meeting. It was pleasurable to sit on the other side of the dais for once. They did an excellent job of handling all items on the agenda.

Council Member Holley stated his time has been well spent every evening from 5:30 to 7:00 p.m. doing the McNally Park Jesse Owens Games. If they ever want to come out and watch some kids, their last day of McNally will be tomorrow and then they end up going to Martin Luther King School. He hopes to see all on May 9th.

Council Member Medellin stated he wanted to take this opportunity and thank his colleagues as well as Jim Taubert, Chief Frazier and the Police Department. He thinks they are up to 49 registered neighborhoods and it is growing. He thinks they are making a huge impact with that relationship between them as elected, City Hall, and their Police Department. He noted that the interaction and the dialogue they have face to face with neighbors in the community is precious. He commended Mr. Taubert's staff on leading the charge. He added that every officer the Chief sends is very professional and always offering assistance.

Mayor Pro Tem Oliver stated he wanted to take the opportunity to thank his colleagues, staff and others who have offered their thoughts and condolences to him and his family. Last week they lost their father. He is proud to say that his father lived a great and full life. He was from Britain. He came to the states at the young age of 22. He commenced a long and successful career as a fashion photographer in the 60's and 70's so he traveled the world and he lived in many places but the longest place that he lived was

here in Madera. He was very proud of that and he loved this town and this community. He loved the friendships and the proximity to family and good schools. He was very proud of this town and proud to see Mayor Pro Tem Oliver join the dais with his colleagues. He just wanted to say thank you for the kind thoughts and words. It means a great deal to his family.

Mayor Poythress offered their condolences and support to Mayor Pro Tem Oliver and his family. As he mentioned to Mayor Pro Tem Oliver before, he is his father's living legacy and the things that he does and the paths that he clears and the achievements he has are a great testimony to him and the way he raised him.

Mayor Poythress stated he was able to go to Pershing and read to some preschoolers about the Moose and the Muffin and added that it was a neat story.

Mayor Poythress reported that he also had a chance to attend the California Council of Governments Annual meeting last week and hear about COG issues and things. He added that there were a lot of discussions about funding and different initiatives that were happening and talking about self-help counties. He advised that Madera is 1 of 20 self-help counties and the ones that are not self-help counties wish to be self-help counties and would like to get that 2/3 vote threshold lowered to some point. He noted that some miss just by inches. They also had a chance to present on the progress of the Road Charge Committee as well. He advised that that he thinks it is the last Friday of May that the Technical Advisory Committee Study Group for the Road Charge will be in Fresno. He thinks it is going to be at the Fresno COG. He invited his colleagues and any staff members that would like to give some input and listen in to see what is going on. He noted it is close by so they should feel free to do so. He thinks it is on the 29th or something like that.

Mayor Poythress announced that the Mayor's Prayer Breakfast is May 7, 2015 at 7:00 a.m. at Hatfield Hall.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

City Attorney Brent Richardson announced that the Council will adjourn to closed session pursuant to Government Code Section 54957.6 to discuss conference with labor negotiators as described under item G-2; and pursuant to Government Code Section 54956.9(d)(1) to discuss conference with legal counsel in existing litigation as described under item G-3.

The Council adjourned to closed session at 8:07 p.m.

G-2 CONFERENCE WITH LABOR NEGOTIATORS - Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: David Tooley and Wendy Silva

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

G-3 Conference with Legal Counsel – Existing Litigation. Subdivision (d)(1) of Government Code §54956.9

One case: City of Madera v. Roy Roberts et al.
Madera Superior Court Case No. MCV062827

G-4 Closed Session Report – City Attorney

The Council returned from closed session at 9:01 p.m. with all members present.

City Attorney Brent Richardson announced that the Council met in closed session pursuant to Government Code Section 54957.6 to discuss conference with labor negotiators as described under item G-2 and reported that no reportable action was taken; and pursuant to Government Code Section 54956.9(d)(1) to discuss conference with legal counsel in existing litigation as described under item G-3 and reported that no reportable action was taken.

ADJOURNMENT

The meeting was adjourned by Mayor Poythress at 9:02 p.m.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

_____ _____

SONIA ALVAREZ, City Clerk ROBERT L. POYTHRESS, Mayor

Return to Agenda

City of Madera

Council Meeting Of August 5, 2015
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: 8/5/15

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

July 3, 2015 to July 23, 2015

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

General Warrant:	200262-200557	$	2,890,795.49
Wire Transfer	Union Bank Payroll and Taxes	$	696,609.51
Wire Transfer	SDI	$	1,665.03
Wire Transfer	Cal Pers	$	0.00

Respectfully submitted,

Tim Przybyla
Financial Services Director

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
August 5, 2015

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
200262	7/9/2015	A & B TURF INC.	PARTS & LABOR	1312.33
200263	7/9/2015	AOT PUBLIC SAFETY CORP.	DATABASE CONVERSION	5600.00
200264	7/9/2015	DIAS, TIMOTHY G	REISSUE UB CREDIT REFUND- 1415 CARMEN AV	261.09
200265	7/9/2015	ALLIED ELECTRIC MOTOR SERVICE	MAINTENANCE PARTS	69.41
200266	7/9/2015	CDW GOVERNMENT, INC	UPS REPLACEMENT BATTERIES	4665.29
200267	7/9/2015	CALIFORNIA CLIMATE CONTROL, INC.	HVAC	883.00
200268	7/9/2015	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	58.00
200269	7/9/2015	DEPARTMENT OF CONSERVATION	4TH QTR 14/15 SMIP FEE REPORTING	1670.41
200270	7/9/2015	CWEA- CSJ SECTION	GREASE INTERCEPTOR TRAINING 7/14/15	30.00
200271	7/9/2015	CENTRISYS CORP.	CENTRIFUGE REPAIRS	32192.00
200272	7/9/2015	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT EXAMS	803.00
200273	7/9/2015	DEMSEY, FILLIGER & ASSOCIATES, LLC	GASB 45 ACTUARIAL VALUATION 07/01/15	3500.00
200274	7/9/2015	DIAMOND COMMUNICATIONS	QUARTERLY ALARM MONITORING AUG- OCT	396.00
200275	7/9/2015	ESPINOZA SEWER SERVICE	TOILET RENTAL	160.00
200276	7/9/2015	FRESNO COUNTY ECONOMIC OPPTY. COMMISSION	ADC MEALS MAY 2015	506.30
200277	7/9/2015	GUARDIAN WESTERN SWEEPING INC.	MONTHLY POWER SWEEPING	521.00
200278	7/9/2015	HERTZ EQUIPMENT RENTAL	WATER TRUCK RENTAL	1583.28
200279	7/9/2015	HORIZON	TORO SENTINEL	491.34
200280	7/9/2015	HOT TANK SUPPLY CO.	SERVICE PARTS WASHER	484.65
200281	7/9/2015	JSL CONSTRUCTION INC.	PMT #14 FINAL 27322 PERKINS AVE	4674.60
200282	7/9/2015	JOHN DEERE LANDSCAPES, LLC	PARTS	1543.97
200283	7/9/2015	LINCOLN AQUATICS INC.	CHLORINE FOR POOL	2403.04
200284	7/9/2015	MADERA COUNTY E D C	QUARTERLY CONTRIBUTION 4TH QUARTER	37052.50
200285	7/9/2015	MADERA TRIBUNE	PUBLISH ORD 919 C.S. ADOPTED 5/20/15	627.30
200286	7/9/2015	MADERA TRIBUNE	HELP WANTED ADS	130.06
200287	7/9/2015	MIDSTATE AUTOMOTIVE EQUIPMENT	LIFT REPAIR	354.00
200288	7/9/2015	MOY & ASSOCIATES	JUNE 2015 TRANSIT MANAGER	7491.56
200289	7/9/2015	P G AND E	06/15 SVS 3499945233-6	2385.02
200290	7/9/2015	PETTY CASH - FINANCE DEPT.	INCREASE UB PETTY CASH	200.00
200291	7/9/2015	BILL PETZOLT PAINTING INC	BUSINESS LICENSE REFUND	56.00
200292	7/9/2015	BRAD BEAUCHAMP INC	OVERPAYMENT REFUND	8.00
200293	7/9/2015	HANNON, KATHY	CAT TRAP DEPOSIT REFUND	52.00
200294	7/9/2015	VIZCARRA, ALBERTO AND LUCAS, AMANDA		167.31
200295	7/9/2015	POLYDYNE INC.	BIOSOLIDS DEWATERING	5365.44
200296	7/9/2015	POWELL, MIKE	LUNCH REIMBURSEMENT 05/19- 05/21/15	15.31
200297	7/9/2015	RBC CAPITAL MARKETS	REMARKETING SVS 02/02/15- 04/30/15	809.18
200298	7/9/2015	ROSEL, JOHN	LUNCH REIMBURSEMENT 2/2- 2/6/15	32.00
200299	7/9/2015	SCRAP TIRE CO.	TRAILER SVS	1200.00
200300	7/9/2015	SILVA, WENDY	MILEAGE REIMB FOR BOARD MTG 06/26/15	84.18
200301	7/9/2015	SOUTHERN COMPUTER WAREHOUSE, INC.	SCREEN CAPTURE SOFTWARE	4627.50
200302	7/9/2015	TAMARACK PEST CONTROL	JUNE 2015 PEST CONTROL SVS	510.00
200303	7/9/2015	TESEI PETROLEUM, INC.	FUEL	635.59
200304	7/9/2015	TESEI PETROLEUM INC.	VEHICLE/EQUIPMENT FUEL	3329.04
200305	7/9/2015	VILLA GARDENING SERVICE INC	JUNE GARDENING SVS	285.00
200306	7/9/2015	MAUS, CLARENCE	DEPOSIT REFUND	65.00
200307	7/9/2015	CALIFORNIA CITY MANAGEMENT FOUNDATION	CMF MEMBERSHIP DUES 15/16	400.00
200308	7/9/2015	CALIFORNIA MUNICIPAL TREASURERS ASSOC.	2015/16 CMTA MEMBERSHIP RENEWAL	155.00
200309	7/9/2015	GAVIOLA JENNIER AND BRIAN	Utility Billing Credit Refund	167.80
200310	7/9/2015	OLSON BARRY AND CLAUDIA	Utility Billing Credit Refund	186.93
200311	7/9/2015	BENFORD LINNIE M	Utility Billing Credit Refund	172.78
200312	7/9/2015	DIAZ MARK A	Utility Billing Credit Refund	665.31
200313	7/9/2015	MARTINEZ JESSE	Utility Billing Credit Refund	56.33
200314	7/9/2015	GARCIA DAVID	Utility Billing Credit Refund	227.97
200315	7/9/2015	TORRES IRENE	Utility Billing Credit Refund	74.16
200316	7/9/2015	CUEVAS LORI	Utility Billing Credit Refund	39.69
200317	7/9/2015	ALONZO DAVID OR CITY OF MADERA	Utility Billing Credit Refund	69.93
200318	7/9/2015	FRAIRE GUILLERMO OR CITY OF MADERA AND MYRNA LEYVA	Utility Billing Credit Refund	150.54
200319	7/9/2015	SANCHEZ RAQUEL	Utility Billing Credit Refund	80.95
200320	7/9/2015	GARCIA GUADALUPE	Utility Billing Credit Refund	123.41
200321	7/9/2015	JONES STEVEN OR CITY OF MADERA	Utility Billing Credit Refund	150.37

200322	7/9/2015 MAVRIKIS KAREN OR CITY OF MADERA	Utility Billing Credit Refund	150.36
200323	7/9/2015 YOUNG LESLIE RENEE OR CITY OF MADERA	Utility Billing Credit Refund	150.36
200324	7/9/2015 LANDEROS TRINA M OR CITY OF MADERA	Utility Billing Credit Refund	94.89
200325	7/9/2015 HERNANDEZ SARA	Utility Billing Credit Refund	55.46
200326	7/9/2015 WELLS FARGO HOME MORTGAGE	Utility Billing Credit Refund	156.59
200327	7/9/2015 HILL, ROBERT	REIMB FOR REPLACEMENT OF BROKEN GLASSES	216.99
200328	7/9/2015 MADERA COUNTY PLANNING	REMIT OF PROCEEDS FROM 27152 SAN BRUNO	140800.86
200329	7/9/2015 MERRIAM, LOWELL	ACCT TERMED 7/1/15 DEPOSIT REFUND	450.00
200330	7/16/2015 ALL VALLEY ADMINISTRATORS	ADMIN FEES FOR JULY 2015	114.00
200331	7/16/2015 ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXP 07/17/2015 PR	667.44
200332	7/16/2015 AMERICAN LEGAL PUBLISHING CORPORATION	WEB HOST FOR MUNICIPAL CODE ANNUAL FEE	495.00
200333	7/16/2015 BUSHONG, JASON	MILEAGE REIMB CALL OUT 06/24 & 07/01/15	31.80
200334	7/16/2015 DIVISION OF AERONAUTICS	T-HANGAR LOAN	28480.00
200335	7/16/2015 CSJVRMA	WC 1ST QTR DEPOSIT	649687.00
200336	7/16/2015 CHICK, CHARLES	MILEAGE REIMB CALL OUT 07/01/15	20.13
200337	7/16/2015 COLONIAL LIFE & ACCIDENT INSURANCE CO	E700482-3 FOR 07/17/2015 PAYROLL	1042.48
200338	7/16/2015 CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICALS	337.00
200339	7/16/2015 CEB	MUNICIPAL LAW HANDBOOK 2015	378.85
200340	7/16/2015 ADMINISTRATIVE SOLUTIONS INC.	ADMIN FEE INITIAL SET UP FEE	600.00
200341	7/16/2015 CAMARILLO JOSE	Utility Billing Deposit Refund	18.57
200342	7/16/2015 RUBY BETTY R	Utility Billing Deposit Refund	28.56
200343	7/16/2015 CONLEY AC	Utility Billing Deposit Refund	59.84
200344	7/16/2015 FISHER DARBY	Utility Billing Credit Refund	220.43
200345	7/16/2015 CHAVEZ JESUS C/O NEWTON PROPERTY MANAGEMENT	Utility Billing Deposit Refund	1.67
200346	7/16/2015 LORANCE JASON AND CANDY	Utility Billing Credit Refund	185.00
200347	7/16/2015 MARQUEZ ADRIANA L	Utility Billing Credit Refund	227.38
200348	7/16/2015 CUMMINGS LANA	Utility Billing Credit Refund	136.87
200349	7/16/2015 GODINEZ OMAR OR CITY OF MADERA	Utility Billing Deposit Refund	49.79
200350	7/16/2015 FRANK JOHN	Utility Billing Deposit Refund	1.28
200351	7/16/2015 EBRO RENEL	Utility Billing Credit Refund	134.05
200352	7/16/2015 ALTISOURCE SOLUTIONS INC	Utility Billing Credit Refund	224.65
200353	7/16/2015 SPURGEON BENJAMIN OR CITY OF MADERA	Utility Billing Credit Refund	127.93
200354	7/16/2015 LEON EGRISELDA RAMIREZ	Utility Billing Credit Refund	232.48
200355	7/16/2015 CABALLERO FACONDO	Utility Billing Credit Refund	134.24
200356	7/16/2015 GOZDIFF NANCY	Utility Billing Credit Refund	133.22
200357	7/16/2015 QUIROZ MERINO SANTIAGO OR CITY OF MADERA	Utility Billing Credit Refund	151.00
200358	7/16/2015 LUIS PEDRO JUAREZ OR CITY OF MADERA	Utility Billing Credit Refund	150.43
200359	7/16/2015 INTELIS CORPORATION (A MGMT COM FOR MRO INVESTMENT	Utility Billing Credit Refund	234.45
200360	7/16/2015 INTELIS CORPORATION (A MGT CO FOR MRO INVESTMENTS)	Utility Billing Credit Refund	164.41
200361	7/16/2015 KONDAMURI CHANDRA SEKHAR	Utility Billing Credit Refund	165.26
200362	7/16/2015 ESRI	ARC GIS MAINTENANCE	1040.00
200363	7/16/2015 M A C E A	JULY 2015 MONTHLY DUES	27.00
200364	7/16/2015 CITY OF MADERA	JULY UTILITIES 123 N E ST #102	59.28
200365	7/16/2015 CITY OF MADERA	JULY UTILITIES 123 N E ST #101	51.08
200366	7/16/2015 CITY OF MADERA	JULY UTILITIES 123 N E ST	39.45
200367	7/16/2015 CITY OF MADERA	JULY UTILITIES 999 SAN BRUNO AVE	77.83
200368	7/16/2015 CITY OF MADERA	JULY 2015 1990 TANGERINE AVE	74.26
200369	7/16/2015 M.C.E.A.	JULY 2015 MONTHLY DUES	375.00
200370	7/16/2015 MADERA CLEANERS & LAUNDRY	YOUTH CENTER FLOOR MATS	32.30
200371	7/16/2015 MADERA COUNTY E D C	MANUFACTURER'S TOWN HALL MEETING 7/15/15	15.00
200372	7/16/2015 MADERA TRIBUNE	HELP WANTED AD	121.20
200373	7/16/2015 N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 07/17/2015 PAYROLL	5772.66
200374	7/16/2015 N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 07/17/2015 PAYROLL	2834.44
200375	7/16/2015 OPERATING ENGINEERS, LOCAL #3	JULY 2015 MONTHLY DUES	4554.00
200376	7/16/2015 CHASE BENNETT-SHEFFIELD	WEED ABATEMENT	721.00
200377	7/16/2015 GOWIN, CONNIE & ROBERT	REIMB SIDEWALK REPAIR COST SHARING PROG	1950.00
200378	7/16/2015 PYRO SPECTACULARS, INC	FIREWORKS FOR JULY 4TH EVENT	14500.00
200379	7/16/2015 SIERRA GOLF MANAGEMENT	GOLF ADMISSIONS FOR JULY 4TH TOURNAMENT	5096.00
200380	7/16/2015 STATE WATER RESOURCES CONTROL BOARD	DISTRIB CERTIFICATION RENEWAL D2 MATHIES	80.00
200381	7/16/2015 STATE OF CALIFORNIA	AGREEMENT #CIEDB-B05-066 A/C #207877000	434565.73
200382	7/16/2015 TAMARACK PEST CONTROL	JULY 2015 PEST CONTROL SVS	450.00
200383	7/16/2015 THRIVE FITNESS	JULY 2015 MONTHLY DUES	81.00
200384	7/16/2015 VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 07/177/15 PR	20124.94
200385	7/16/2015 WILLIAMS, RANDALL	PER DIEM CA FIRSTNET CONSULTATION	213.50
200386	7/16/2015 MADERA COUNTY ENVIRONMENTAL HEALTH DEPT.	GENERAL ENV HEALTH HRLY RATE PROGRAM	630.00

200387	7/16/2015 AT&T	06/15 SVS 5596731304067	998.63
200388	7/16/2015 AT&T	06/15 SVS2343434578561	1347.54
200389	7/16/2015 AT&T	06/15 SVS 2343418109379	2309.08
200390	7/16/2015 AT&T	06/15 SVS 5596648954392	1101.18
200391	7/16/2015 THE ARC FRESNO	USED OIL SERVICE JUNE 2015	1997.15
200392	7/16/2015 CALIFORNIA BUILDING STANDARDS COMMISSION	BUIDLING STANDARD ADMIN SPECIAL APR- JUN	619.00
200393	7/16/2015 CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	264.06
200394	7/16/2015 CALIFORNIA DEPARTMENT OF JUSTICE	BACKGROUND- FINGERPRINTS	608.00
200395	7/16/2015 MADERA TROPHY	YOUTH BASKETBALL JERSEYS	637.20
200396	7/16/2015 CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICALS	1860.00
200397	7/16/2015 CPS HR CONSULTING	FACILITIES MAINT TECH TEST	391.00
200398	7/16/2015 DIAMOND COMMUNICATIONS	YOUTH CENTER ALARM SVS JUL- NOV	560.00
200399	7/16/2015 CROWN SERVICES CO.	PORT-O-POTTIES RENTAL	220.00
200400	7/16/2015 FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 06/16- 06/30/15	10368.75
200401	7/16/2015 FRESNO BEE, THE	HELP WANTED ADS	762.00
200402	7/16/2015 FRESNO COUNTY TREASURER	WATER SAMPLES	2031.00
200403	7/16/2015 FRESNO MADERA AREA AGENCY ON AGING	05/15 UNSERVED MEALS	51.72
200404	7/16/2015 JOHN DEERE LANDSCAPES, LLC	PESTICIDE	753.60
200405	7/16/2015 FIRST TRANSIT INC.	FIRST TRANSIT MAY 2015	136178.37
200406	7/16/2015 LEXISNEXIS	JUNE CHARGES	274.00
200407	7/16/2015 LINCOLN AQUATICS INC.	CHLORINE FOR POOL	1129.70
200408	7/16/2015 LOCAL GOVERNMENT PUBLICATIONS	2015 UPDATE CALIFORNIA LAND USE	97.43
200409	7/16/2015 MADERA COUNTY ADMINISTRATION	SALES TAX SHARING FOR JAN- MAR 2015	133376.29
200410	7/16/2015 MADERA TRIBUNE	TIRE AMNESTY AD	567.00
200411	7/16/2015 MADERA YOUTH SOCCER LEAGUE	ADULT SOCCER REFEREES	1725.00
200412	7/16/2015 MIDSTATE AUTOMOTIVE EQUIPMENT	LIFT REPAIR	352.72
200413	7/16/2015 MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS JUNE 2015	292431.05
200414	7/16/2015 ONTRAC	OVERNIGHT SHIPPING	10.77
200415	7/16/2015 P G AND E	06/15 SVS 5207933925-6	127.38
200416	7/16/2015 PREMIER ACCESS INSURANCE COMPANY	CITY PAID DENTAL BILL JULY 2015	296.87
200417	7/16/2015 PECK'S PRINTERY	ENVELOPES	397.44
200418	7/16/2015 SAIZA, FRANK AND MARGARITA	REFUND PERMIT 20150873	345.90
200419	7/16/2015 CORTES, SERGIO & MARIA	REFUND OF PARCEL #011-213-002-00	14300.00
200420	7/16/2015 VIZCARRA, ALBERTO AND LUCAS, AMANDA	UTILITY BILLING CREDIT REFUND	147.31
200421	7/16/2015 IPM YARD DOGS	FIELD DEPOSIT REFUND	50.00
200422	7/16/2015 MOLINA, HUMBERTO	APWA TRAINING MEETING REIMB	20.00
200423	7/16/2015 QUAD-KNOPF ENGINEERING	LOVE'S EIR 05/24- 06/20/15	10444.02
200424	7/16/2015 SCRAP TIRE CO.	TRAILER SVS	3500.00
200425	7/16/2015 STATE BOARD OF EQUALIZATION	SALES & USE TAX PAYABLE FY 14/15	13742.00
200426	7/16/2015 STEVE DOVALI CONSTRUCTION	INSTALL NEW CNG PROJECT- PROG PMT #1	51570.00
200427	7/16/2015 JSA INSPECTIONS	LEAD DUST CLEARANCE AND WIPE SAMPLES	400.00
200428	7/16/2015 TAG/AMS, INC.	DOT TESTING	456.00
200429	7/16/2015 TAMARACK PEST CONTROL	RODENT CONTROL WATER WELL #28	60.00
200430	7/16/2015 TESEI PETROLEUM INC.	FUEL CHARGES 06/20/15- 06/30/15	13319.52
200431	7/16/2015 THYSSENKRUPP ELEVATOR CORPORATION	YOUTH CENTER ELEVATOR	234.36
200432	7/16/2015 TRU-TRAILERS, INC.	TRAILER	6610.85
200433	7/16/2015 US BANK CORPORATE PAYMENT SYSTEMS	06/15 CAL-CARD CHARGES	135999.56
200434	7/23/2015 AT&T	05/15 SVS 9391020514	322.24
200435	7/23/2015 AKEL ENGINEERING GROUP, INC.	MASTER UTILITY UPDATE	9640.00
200436	7/23/2015 ALLIED ELECTRIC MOTOR SERVICE	MAINTENANCE	1311.70
200437	7/23/2015 AVISON CONSTRUCTION, INC	ST 14-05 PROGRESS PMT #6	35958.92
200438	7/23/2015 BRIDGE STORE	ALTERNATIVE PAY STATION SVS JUNE 2015	709.00
200439	7/23/2015 TOWNE PLANNING & ENVIRONMENTAL	LAKE ST WIDENING	942.37
200440	7/23/2015 CALIFORNIA DEPARTMENT OF JUSTICE	BLOOD TESTS	910.00
200441	7/23/2015 CENTRAL CAL COMMUNICATION	CITY HALL CABLE PROJECT	23627.34
200442	7/23/2015 CANON FINANCIAL SERVICES	CONTRACT COPIERS JUNE 2015	2334.93
200443	7/23/2015 CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICALS	845.00
200444	7/23/2015 CORELOGIC INFORMATION SOLUTIONS INC	06/15 METROSCAN	150.00
200445	7/23/2015 FEDERAL EXPRESS	ARBORPOINT APTS BOND RELEASE	34.69
200446	7/23/2015 FRESNO COUNTY ECONOMIC OPPTY. COMMISSION	SR SITE KITCHEN SUPPLIES JUNE 2015	512.09
200447	7/23/2015 FRESNO REPROGRAPHICS	ST 14-09 PLANS/SPECS	716.61
200448	7/23/2015 GEIL ENTERPRISES, INC.	YOUTH CENTER FLOOR CLEANING	875.00
200449	7/23/2015 GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	289.22
200450	7/23/2015 HAYNES, EUGENE G.	MILEAGE REIMBURSEMENT 06/26/15	42.09
200451	7/23/2015 HARBISON INTERNATIONAL INC.	SURVEYING SVS ST 14-05	3010.00

200452	7/23/2015 HERTZ EQUIPMENT RENTAL	EQUIPMENT MAINTENANCE	534.60
200453	7/23/2015 HERITAGE K9	NARCOTICS DETECTION TRAINING	7600.00
200454	7/23/2015 INDUSTRIAL ELECTRICAL CO.	WELL 24/28 ELECTRICAL SERVICE	2200.00
200455	7/23/2015 JAM SERVICES INC	CLEVELAND/UPRR TRAFFIC SIGNAL	10206.00
200456	7/23/2015 LARS ANDERSEN & ASSOCIATES, INC.	PK 08 DESIGN SVS	1572.20
200457	7/23/2015 CITY OF MADERA	MISAPPLIED PAYMENT	50.00
200458	7/23/2015 MADERA COUNTY TREASURER	MAY 2015 PARKING PENALTIES	368.50
200459	7/23/2015 MADERA COUNTY	AMTRAK DEC 2014 50% COSTS	2980.65
200460	7/23/2015 MADERA COUNTY	AMTRAK MAR- MAY 2015 50% COSTS	625.81
200461	7/23/2015 MADERA RADIO DISPATCH, INC.	TOWER RENT	200.00
200462	7/23/2015 MADERA TRIBUNE	SANITARY SEWER & SD-AD FOR BID S10-01	1493.18
200463	7/23/2015 O'DELL ENGINEERING, INC.	KNOX PARK DESIGN SERVICES	1750.00
200464	7/23/2015 PACIFIC GAS & ELECTRIC	06/15 SVS 3533032414-2	161762.91
200465	7/23/2015 PAY PLUS SOLUTIONS, INC.	JUNE 2015 CALPERS MONTHLY SUBSCRIPTION	247.00
200466	7/23/2015 GOMEZ PONCE SILVESTRE	OVERPAYMENT REFUND	127.00
200467	7/23/2015 PHOENIX GROUP INFO SYS	CITATIONS MAY 2015	419.40
200468	7/23/2015 PIERCE CONSTRUCTION	ASPHALT PAVING	29250.00
200469	7/23/2015 PITNEY BOWES CREDIT CORP.	QUARTERLY METER RENTAL APR 30- JUL 30	249.51
200470	7/23/2015 STATE WATER RESOURCES CONTROL BOARD	WATER TREATMENT CERT GRADE 2- GLASER	60.00
200471	7/23/2015 SUNEDISON, LLC	SOLAR ELETRIC UTILITY JUNE 2015	33475.55
200472	7/23/2015 SYNAGRO WEST, INC.	BIOSOLIDS DISPOSAL	5514.78
200473	7/23/2015 TESEI PETROLEUM INC.	FUEL CHARGES 06/11/15- 06/20/15	13084.23
200474	7/23/2015 TRI COUNTIES LEGAL SUPPORT	EVICTION NOTICING	65.50
200475	7/23/2015 UNITED RENTALS, INC	PUMP RENTAL INF PUMPS	5207.33
200476	7/23/2015 UNION PACIFIC RAILROAD	PK-12 UPRR AGREEMENT	665.95
200477	7/23/2015 URBAN FUTURES, INC	PROFESSIONAL FEES	11700.00
200478	7/23/2015 VERIZON WIRELESS	CITY CELL PHONE CHARGES JUN 11- JUL 10	3400.49
200479	7/23/2015 VULCAN CONSTRUCTION & MAINTENANCE INC	RETENTION FOR INSTALL OF WATER METERS	20506.90
200480	7/23/2015 WONDRIES FLEET GROUP	HONDA CIVIC	143733.95
200481	7/23/2015 BLANKENSHIP, KATHLEEN	PARK DEPOSIT REFUND	50.00
200482	7/23/2015 AGUILAR, FERNANDO	PARK DEPOSIT REFUND	50.00
200483	7/23/2015 SOSA, NOELY	PARK DEPOSIT REFUND	50.00
200484	7/23/2015 QUIROZ, ANGELA	PARK DEPOSIT REFUND	100.00
200485	7/23/2015 PIMENTEL, ELVA	PARK DEPOSIT REFUND	50.00
200486	7/23/2015 COX, JEFF	PARK DEPOSIT REFUND	50.00
200487	7/23/2015 MCALISTER, WILBERT	PARK DEPOSIT REFUND	50.00
200488	7/23/2015 IIMC	ANNUAL CITY CLERK MEMBERSHIP	290.00
200489	7/23/2015 BREAZELL, JANIS	FACILITY DEPOSIT REFUND	50.00
200490	7/23/2015 MADERA DESTROYERS	PARK DEPOSIT REFUND	50.00
200491	7/23/2015 CENTRAL CAL COMMUNICATION	CITY HALL CABLE PROJECT	2030.40
200492	7/23/2015 CENTRAL VALLEY PRESORT	07/15 UB STATEMENTS	8068.54
200493	7/23/2015 COMCAST	JULY TV/INTERNET	94.39
200494	7/23/2015 MICHELSON JERI	Utility Billing Deposit Refund	31.14
200495	7/23/2015 HELKE JEFF	Utility Billing Deposit Refund	59.55
200496	7/23/2015 OCHINERO MARK	Utility Billing Deposit Refund	19.99
200497	7/23/2015 CAVAZOS DAVID AND LISENBERY LINDA	Utility Billing Deposit Refund	50.13
200498	7/23/2015 PACIFICA APTS	Utility Billing Credit Refund	1441.29
200499	7/23/2015 OCHOA JOSEPH G	Utility Billing Credit Refund	77.27
200500	7/23/2015 CAPPELLUTI MICHAEL	Utility Billing Credit Refund	146.27
200501	7/23/2015 NAZ AFTAB	Utility Billing Deposit Refund	66.62
200502	7/23/2015 LOPEZ RIGOBERTO	Utility Billing Credit Refund	24.59
200503	7/23/2015 ZAMUDIO MARIA IRENE AND PALMERIN MELCHOR	Utility Billing Credit Refund	229.24
200504	7/23/2015 QUINTERO JOSEPH GREGORY	Utility Billing Deposit Refund	120.63
200505	7/23/2015 CAPPS MAYRA AND RAMIREZ CEZAR	Utility Billing Credit Refund	184.00
200506	7/23/2015 PAPARIGIAN CHARITABLE FOUNDATION C/O DON FLOYD PROP	Utility Billing Credit Refund	548.86
200507	7/23/2015 MACIEL GUADALUPE	Utility Billing Credit Refund	242.77
200508	7/23/2015 GUZMAN JOSE I	Utility Billing Deposit Refund	116.88
200509	7/23/2015 HERNANDEZ EMILIANO	Utility Billing Credit Refund	44.61
200510	7/23/2015 HERNANDEZ GLORIA	Utility Billing Credit Refund	180.55
200511	7/23/2015 COLMENARES MARIO OR CITY OF MADERA JACINTO	Utility Billing Credit Refund	150.87
200512	7/23/2015 JIMENEZ BRENDA OR CITY OF MADERA	Utility Billing Credit Refund	93.69
200513	7/23/2015 CASTANEDA PABLO	Utility Billing Credit Refund	29.08
200514	7/23/2015 HEREDIA ANA MARIA	Utility Billing Credit Refund	7.74
200515	7/23/2015 MERINO CRUZ PEDRO OR CITY OF MADERA	Utility Billing Credit Refund	150.00
200516	7/23/2015 BETANCOURT LISA LINDA	Utility Billing Credit Refund	41.26

200517	7/23/2015 GAITHER JEFF	Utility Billing Credit Refund	136.80
200518	7/23/2015 MARAVILLA ZENAIDO	Utility Billing Credit Refund	42.48
200519	7/23/2015 MARTINEZ MAXIMINO OR CITY OF MADERA	Utility Billing Credit Refund	150.39
200520	7/23/2015 ALCORN JESSICA OR CITY OF MADERA	Utility Billing Credit Refund	150.39
200521	7/23/2015 MENDOZA JUANA P	Utility Billing Credit Refund	176.76
200522	7/23/2015 ACTION REAL ESTATE & CONST	Utility Billing Deposit Refund	17.15
200523	7/23/2015 CURIEL SOCORRO C/O JACQUE AND COMPANY	Utility Billing Credit Refund	421.81
200524	7/23/2015 BON MARIBEL	Utility Billing Credit Refund	25.33
200525	7/23/2015 SANDOVAL LESLY AND NORBERTO VASQUEZ	Utility Billing Credit Refund	29.19
200526	7/23/2015 CHAUDHRY KHALID B	Utility Billing Deposit Refund	17.64
200527	7/23/2015 TARLTON ESTATE AND ASSET MANAGEMENT	Utility Billing Deposit Refund	30.88
200528	7/23/2015 PESTORICH HOLDINGS LLC KEVIN GORNY	Utility Billing Credit Refund	132.40
200529	7/23/2015 ESPINOZA SEWER SERVICE	TOILET SERVICE	50.00
200530	7/23/2015 FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 07/01- 07/15/15	8156.25
200531	7/23/2015 GEIL ENTERPRISES, INC.	JULY 2015 JANITORIAL SVS	7753.73
200532	7/23/2015 LIEBERT CASSIDY WHITMORE	CVERC 15/16 MEMBERSHIP	2245.00
200533	7/23/2015 PECK'S PRINTERY	WATER CONSERVATION MAGNETS	64.80
200534	7/23/2015 SOUTH JR., BILL J	REFUND OF BOND FOR ENCROACHMT PERMIT	500.00
200535	7/23/2015 PENA, JULIA	CLASS CANCELLATION REFUND	225.00
200536	7/23/2015 SNYDER, LORI	CLASS CANCELLATION REFUND	40.00
200537	7/23/2015 BURK, BIANCA	CLASS CANCELLATION REFUND	60.00
200538	7/23/2015 LADY VENOM	FIELD DEPOSIT REFUND	50.00
200539	7/23/2015 WILLIAMS, ODELL	PARK DEPOSIT REFUND	50.00
200540	7/23/2015 LAPLANT, KAYE	PARK DEPOSIT REFUND	100.00
200541	7/23/2015 MARTINEZ, ERICA	PARK DEPOSIT REFUND	100.00
200542	7/23/2015 NAINOA, DARCY	PARK DEPOSIT REFUND	50.00
200543	7/23/2015 RIVERA, HAIDIE	PARK DEPOSIT REFUND	100.00
200544	7/23/2015 FARFAN, PAULA	FACILITY DEPOSIT REFUND	100.00
200545	7/23/2015 MURPHY, DARLENE	PARK DEPOSIT REFUND	50.00
200546	7/23/2015 REYES, JOSEPH	PARK DEPOSIT REFUND	100.00
200547	7/23/2015 REYES, VIRGINIA	PARK CANCELLATION REFUND	165.00
200548	7/23/2015 GARCIA, JULIAN	FACILITY DEPOSIT REFUND	50.00
200549	7/23/2015 LUNA, BLANCA	FACILITY DEPOSIT REFUND	50.00
200550	7/23/2015 AYALA, MONIQUE	PARK DEPOSIT REFUND	50.00
200551	7/23/2015 REYES, KAYLA	FACILITY DEPOSIT REFUND	50.00
200552	7/23/2015 ARREDONDO, JULIE	PARK DEPOSIT REFUND	50.00
200553	7/23/2015 MORQUECHO, MARIA	PARK DEPOSIT REFUND	100.00
200554	7/23/2015 MANCILLAS, LUIS	FACILITY DEPOSIT REFUND	250.00
200555	7/23/2015 ROBINSON, DEREK	MILEAGE REIMBURSEMENT 07/09/15	78.41
200556	7/23/2015 Superior Vision Inc	JULY 2015 BILLING	2221.95
200557	7/23/2015 TESEI PETROLEUM INC.	FUEL CHARGES 07/01/15- 07/10/15	13029.42
		Bank # 1 - Union Bank General Account Total	2,890,795.49

Return to Agenda

Report to City Council

Council Meeting of August 5, 2015
Agenda Item Number B-3

Approved by:

Department Director

City Administrator

Consideration of a Resolution Approving At Will Employment Agreements with the Planning Manager, Grant Administrator, Director of Community Development, Public Works Operations Director, City Engineer, Director of Parks & Community Services, Chief of Police, Chief Building Official, Information Services Manager, Director of Financial Services, Director of Human Resources, City Administrator, City Clerk, City Attorney, and Executive Director of the Successor Agency to the Former Madera Redevelopment Agency

RECOMMENDATION

Staff recommends Council adopt the resolution approving at-will employment agreements for:

- Christopher Boyle, Planning Manager
- Daniel Abdella, Grant Administrator
- David Merchen, Director of Community Development
- David Randall, Public Works Operations Director
- Keith Helmuth, City Engineer
- Mary Anne Seay, Director of Parks and Community Services
- Steve Frazier, Chief of Police
- Steven Woodworth, Chief Building Official
- Theodore Uyesaka, Information Services Manger
- Tim Przybyla, Director of Financial Services
- Wendy Silva, Director of Human Resources
- David Tooley, City Administrator
- Sonia Alvarez, City Clerk
- Joel Brent Richardson, City Attorney
- James Taubert, Executive Director of the Successor Agency to the Former Madera Redevelopment Agency

and authorizing the Mayor to execute the agreements with the City Administrator, City Clerk, City Attorney, Executive Director of the Successor Agency to the Former Madera Redevelopment Agency and authorizing the City Administrator to sign all other agreements.

HISTORY

City management and department head employees have individual at-will employment agreements that outline their respective terms and conditions of employment.

SITUATION

The City completed a compensation study in 2015 and Council provided authority to staff to provide for a market adjustment to base salary to bring compensation to market median. Additionally, the Council provided authority to offer a cost of living adjustment (COLA) equivalent to 5% of base pay effective July 1, 2015, a 3% COLA to base pay to be effective July 1, 2016, and a 3% COLA to base pay to be effective July 1, 2017. The proposed agreements negotiated between the City Administrator and the department heads that report to him reflect these changes.

Council appointed an ad hoc committee consisting of Mayor Robert Poythress and Council Member Charles Rigby to conduct negotiations with its direct reports. The committee negotiated terms and conditions of employment with the City Administrator, City Clerk, City Attorney and the Executive Director or the Successor Agency to the Former Madera Redevelopment Agency. The negotiations alleviated the previously identified compaction issues.

FISCAL IMPACT

Management positions are budgeted in the City's general fund as well as many other funds within the City's budget. The estimated cost of the proposed agreements in Fiscal Year 2015-16 is $377,638, with $286,545 being general fund. The new contribution for health benefits was not included in the proposed 2015-16 budget. The new City contribution will represent a savings of approximately $28,560, of which $20,135 will be general fund that will offset some of the compensation increase.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Labor relations between the City and its respective employees are not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

RESOLUTION NO. _____

RESOLUTION APPROVING AT WILL EMPLOYMENT AGREEMENTS WITH THE PLANNING MANAGER, GRANT ADMINISTRATOR, DIRECTOR OF COMMUNITY DEVELOPMENT, PUBLIC WORKS OPERATIONS DIRECTOR, CITY ENGINEER, DIRECTOR OF PARKS & COMMUNITY SERVICES, CHIEF OF POLICE, CHIEF BUILDING OFFICIAL, INFORMATION SERVICES MANAGER, DIRECTOR OF FINANCIAL SERVICES, DIRECTOR OF HUMAN RESOURCES, CITY ADMINISTRATOR, CITY CLERK, CITY ATTORNEY, AND EXECUTIVE DIRECTOR OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

WHEREAS, the City of Madera wishes to establish reasonable rules, regulations and compensation for its staff and elected officials within the financial limits of the organization; and

WHEREAS, the City desires to continue to employee the following individuals in the capacity identified and new At Will Employment Agreements reflecting the terms and conditions of employment have been negotiated and prepared:

- Christopher Boyle, Planning Manager
- Daniel Abdella, Grant Administrator
- David Merchen, Director of Community Development
- David Randall, Public Works Operations Director
- Keith Helmuth, City Engineer
- Mary Anne Seay, Director of Parks and Community Services
- Steve Frazier, Chief of Police
- Steven Woodworth, Chief Building Official
- Theodore Uyesaka, Information Services Manger
- Tim Przybyla, Director of Financial Services
- Wendy Silva, Director of Human Resources
- David Tooley, City Administrator
- Sonia Alvarez, City Clerk
- Joel Brent Richardson, City Attorney
- James Taubert, Executive Director of the Successor Agency to the Former Madera Redevelopment Agency; and

WHEREAS, all parties are in agreement with the proposed terms and conditions of the at-will employment agreements.

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

1. The above recitals are true and correct.

2. The following at-will employment Agreements, on file with the Office of the City Clerk and referred to for more particulars, are approved:
    a. Christopher Boyle, Planning Manager
    b. Daniel Abdella, Grant Administrator
    c. David Merchen, Director of Community Development
    d. David Randall, Public Works Operations Director
    e. Keith Helmuth, City Engineer
    f. Mary Anne Seay, Director of Parks and Community Services
    g. Steve Frazier, Chief of Police
    h. Steven Woodworth, Chief Building Official
    i. Theodore Uyesaka, Information Services Manger
    j. Tim Przybyla, Director of Financial Services
    k. Wendy Silva, Director of Human Resources
    l. David Tooley, City Administrator
    m. Sonia Alvarez, City Clerk
    n. Joel Brent Richardson, City Attorney
    o. James Taubert, Executive Director of the Successor Agency to the Former Madera Redevelopment Agency; and

3. The City Administrator is authorized to execute the Agreements with the Planning Manager, Grant Administrator, Director of Community Development, Public Works Operations Director, City Engineer, Director of Parks and Community Services, Chief of Police, Chief Building Official, Information Services Manager, Director of Financial Services, and Director of Human Resources.

4. The Mayor is authorized to execute the Agreements with the City Administrator, City Clerk, City Attorney, and Executive Director of the Successor Agency to the Former Madera Redevelopment Agency.

5. This resolution is effective immediately upon adoption.

* *

PLANNING MANAGER AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 5th day of August, 2015, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Christopher Boyle (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to employ the services of Christopher Boyle as Planning Manager for the City of Madera; and

WHEREAS, it is the desire of the City Administrator of the Employer, hereinafter called "Administrator", to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Planning Manager; and

WHEREAS, Christopher Boyle desires to be employed as Planning Manager for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

A. The term of this Agreement shall be 3 years commencing on August 5, 2015. The Employer will provide written notice to the Employee on or before May 5, 2018 of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

B. The Planning Manager shall at all times serve at the pleasure of the Administrator. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time, after August 5, 2015, from his position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the Administrator before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

   In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Administrator that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the Planning Manager Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the Administrator may from time to time assign.

B. The Planning Manager is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Planning Manager.

C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

D. Employee will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.

E. In the event the Employee becomes mentally or physically incapable of performing the Planning Manager job duties, the Employer will comply with the law in regard to separating the Planning Manager from employment.

Section 4: PERFORMANCE EVALUATION

The Administrator shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the Administrator. Specific criterion may be added or deleted as the Administrator may determine.

Section 5: SALARY

Employer agrees to pay the Planning Manager for his services rendered pursuant hereto a base salary of $9,196 per month (City of Madera Salary Schedule Range 476, Step F), effective the first pay check on or after July 1, 2015, payable in installments at the same time as the majority of the Employer's employees. The Administrator may review and adjust said annual base salary in such amounts and to such extent as the Administrator determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Effective the first pay check on or after July 1, 2016, employee will receive a three percent (3%) cost of living adjustment (COLA) to his base salary.

Effective the first pay check on or after July 1, 2017, employee will receive a three percent (3%) COLA to his base salary.

Employee desires to take a reduction in his compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full 8% Employee Contribution per Section 6.D. of the Agreement. Therefore, employee desires to reduce his salary in an equivalent amount. Employee's salary as set pursuant to the terms of this Agreement shall be reduced by 2.375% for reasons stated above.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Employee shall annually be entitled to receive twenty-five (25) days of Annual Leave to be credited to his account on July 1 of each year of the contract.

Employee will be credited with 1 hour of additional leave for each hour of leave actually taken in said period up to a total of 160 additional hours credited. Any annual leave not taken on or before the following June 30, of the following year shall be paid to the Employee as additional salary at the end of each fiscal year at the hourly rate then in effect. This benefit shall be in lieu of receiving any vacation, holiday, administrative, or sick leave.

Employee will receive an additional 3 days of annual leave for each 5 years of City service, up to a maximum of 12 additional days (20 years of service). Leave will be added to the "additional hours credited" bank and will not be available for cash-out.

In lieu of cashing out all leave at the end of the fiscal year, Employee will have the option to roll over up to 80 hours of leave each year. This leave will be added to the "additional hours credited" bank and will no longer be available for cash-out. Written notice of the desire to roll time over must be provided to the payroll department no later than June 15 of each year.

Employee has a sick leave balance as of August 5, 2015 from prior employment with the City of Madera. Sick leave shall be frozen and not increased. Such leave shall remain on the books as Employee sick leave to be used when and if Employee is ill, and has exhausted all other Annual Leave.

B. Sick Leave Cash Out

Because of prior service with the City of Madera, Employee will have a sick leave balance consistent with Section 6.A. of this Agreement. Employee may convert a percentage of sick leave time on the books to cash per resignation, retirement or termination from the City, or elect to have such time used as CalPERS Service Credit or to purchase Medical Benefits upon retirement.

Employee, with a minimum of five (5) years of service with the City of Madera, may cash-out under Option # 1 or purchase Medical Insurance as provided in Option #3 below. Employee, with twenty (20) years of service or more with the City of Madera, may select either Option #1 or Option #2 below. Option #4 does not require minimum years of City or Management Group service.

<u>Cash-Out Without Health Insurance: (Option #1)</u>
5 years of service - 10% cash-out unused sick leave on books
10 years of service - 25% cash-out unused sick leave on books
15 years of service - 30% cash-out unused sick leave on books
20 years of service - 50% cash-out unused sick leave on books
The percentage of cash-out shall be prorated based upon the number of years in service, to a maximum of 50%.

Cash-Out With Health Insurance: (Option #2)
Retiring employees with twenty years of service and receiving the medical insurance benefits as defined in Section 6.H. below, shall be eligible for a twenty percent cash-out of sick leave, plus 1% cash-out added for each year of service exceeding 20 years to a maximum of 30%.

Purchase of Medical Insurance: (Option #3)
In lieu of Cash-Out or CalPERS Service Credit, Sick Leave may be used to fund City purchase of medical insurance under the provisions of Section 6.H. below, with the exception that twenty years of service is not required. Such purchase shall be accomplished by using the cash-out value as calculated in Option #1 above. In the event of death of an employee (retiree) prior to use of all Sick Leave for such purpose, the balance is forfeited.

Sick Leave Conversion: (Option #4)
An employee has the option to convert 100% of the remaining accrued sick leave not cashed out or used to purchase post-retirement medical insurance, upon retirement to Service Credit as provided by contract amendment with CalPERS.

C. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	**Monthly Allowance**
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

D. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

E. Longevity Pay

In addition to the established base salary, Employee is eligible for longevity pay at the rate of 2 ½% for each five years of service as a management employee to a maximum of 10%.

F. City Provided Automobile

Employee will be provided with a $350 per month automobile allowance for use of his personal vehicle while conducting City business. Employee will not be eligible for any additional mileage or vehicle reimbursement for use of his personal vehicle.

G. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

H. City Paid Health Insurance Upon Retirement

Upon retirement, if Employee has twenty years of service with the City, at least three (3) of which are in a department head management position, and Employee is eligible for CalPERS retirement at the time of retirement, Employee is eligible for the health benefits noted below.

a) City pays 100% of the premium for medical coverage for employee (retiree) only with City plan through age 64. Employee pays dental and vision coverage if desired. Coverage for a spouse is available at the expense of retired Employee.

b) At age 65, or when eligible for Medicare if earlier, the City will pay or provide a health insurance benefits program which will be supplemental to Medicare. The program will cover only the retired Employee. The retired Employee must first obtain both parts A & B of Medicare.

If Employee qualifies for employer paid health insurance in retirement as outlined in paragraph one of this section, he has the opportunity to make an irrevocable

election to receive a monthly payment, equivalent to the premium charged by the carrier/plan the employee is enrolled in at the time of retirement, in lieu of participation in the City medical plan. The monthly payment would be equal to the premium amount charged to cover one person. The payment will continue until the retiree reaches age 65 or becomes eligible for Medicare, whichever comes first. At age 65, or when eligible for Medicare if earlier, the City will provide a monthly payment equivalent to the premium charged by the Medicare supplement carrier/plan selected by the retiree from those available through the City at the time provided the retiree has subscribed to or enrolled in parts A & B of Medicare. The monthly payment will be equal to the premium amount charged to cover one person.

If, in the future, the City no longer offers the carrier/plan, the premium for the replacement plan would be used to determine the amount of monthly payment in lieu of participation in the health plan.

When making an election to receive the cash equivalent of the medical insurance premium, the retiring employee waives the right to participate in the City's medical insurance plan for themselves and any dependents except for the rights provided by COBRA continuation coverage.

An employee electing to exercise the option to receive the cash equivalent of the retiree medical insurance premium will only be able to cash out sick leave using Option #1 provided in Section 6.B. of this agreement.

I. Retiree Paid Health Insurance

If Employee does not qualify for City Paid Health Insurance Upon Retirement as outlined in Section 6.H. of this agreement, the City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retirees expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and his or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

J. Technology Allowance

Employee will receive a monthly technology allowance of $75. Employee will not receive a City-issued cell phone or be provided with any type of wireless or data

plan through the City's wireless carrier and will be expected to utilize his personal cell phone for City business. Employee's personal cell phone number must be available to the public.

K. Other

The Administrator shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the Planning Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

The Planning Manager is an at-will employee and serves at the will and pleasure of the Administrator and may be terminated at any time

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.

B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as

Planning Manager. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.

B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Planning Manager's employment.

C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Administrator, City of Madera, 205 West Fourth Street, Madera CA 93637

Employee: 31630 Comanche Road, Coarsegold, CA 93614

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.

C. This Agreement shall become effective commencing August 5, 2015.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Administrator, and duly attested by its City Clerk, and the Planning Manager has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

By:_____
Christopher Boyle

CITY OF MADERA

By:_____
David R. Tooley, City Administrator

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

GRANT ADMINISTRATOR AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 5th day of August, 2015, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Daniel Abdella (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to continue to employ the services of Daniel Abdella as Grant Administrator for the City of Madera; and

WHEREAS, it is the desire of the City Administrator of the Employer, hereinafter called "Administrator", to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Grant Administrator; and

WHEREAS, Daniel Abdella desires to be employed as Grant Administrator for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

A. The term of this Agreement shall be 3 years commencing on August 5, 2015. The Employer will provide written notice to the Employee on or before May 5, 2018 of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

B. The Grant Administrator shall at all times serve at the pleasure of the Administrator. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time after August 5, 2015, from his position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the Administrator before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination.

   In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Administrator that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the Grant Administrator Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the Administrator may from time to time assign.

B. The Grant Administrator is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Grant Administrator.

C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

D. Employee will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.

E. In the event the Employee becomes mentally or physically incapable of performing the Grant Administrator job duties, the Employer will comply with the law in regard to separating the Grant Administrator from employment.

Section 4: PERFORMANCE EVALUATION

The Administrator shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the Administrator. Specific criterion may be added or deleted as the Administrator may determine.

Section 5: SALARY

Employer agrees to pay the Grant Administrator for his services rendered pursuant hereto a base salary of $9,196 per month (City of Madera Salary Schedule Range 476, Step F), effective the first pay check on or after July 1, 2015 payable in installments at the same time as the majority of the Employer's employees. The Administrator may review and adjust said annual base salary in such amounts and to such extent as the Administrator determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Effective the first pay check on or after July 1, 2016, employee will receive a three percent (3%) cost of living adjustment (COLA) to his base salary.

Effective the first pay check on or after July 1, 2017, employee will receive a three percent (3%) COLA to his base salary.

Employee desires to take a reduction in his compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full 8% Employee Contribution per Section 6.C. of the Agreement. Therefore, employee desires to contribute an equivalent amount of salary towards the Employer Contribution to CalPERS. These contributions toward the CalPERS Employer Contribution shall be made as an after tax payroll deduction and be equivalent to 2.375% of salary.

Employee has opted to make an irrevocable election to convert 7 days of leave to salary, equivalent to a 2.7% management incentive. Said management incentive is in addition to the base salary identified above. Employee's annual leave allotment provided in Section 6.A. reflects the modified leave amount.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Employee shall annually be entitled to receive eighteen (18) days of Annual Leave to be credited to his account on July 1 of each year of the contract. Employee will be credited with 1 hour of additional leave for each hour of leave actually taken in said period up to a total of 160 additional hours credited. Any annual leave not taken on or before the following June 30 of the following year shall be paid to the Employee as additional salary at the end of each fiscal year at the hourly rate then in effect. This benefit shall be in lieu of receiving any vacation, holiday, administrative, or sick leave.

Employee will receive an additional 3 days of annual leave for each 5 years of City service, up to a maximum of 12 additional days (20 years of service). Leave will be added to the "additional hours credited" bank and will not be available for cash-out.

In lieu of cashing out all leave at the end of the fiscal year, Employee will have the option to roll over up to 80 hours of leave each year. This leave will be added to the "additional hours credited" bank and will no longer be available for cash-out. Written notice of the desire to roll time over must be provided to the payroll department no later than June 15 of each year.

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	**Monthly Allowance**
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

C. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

D. Longevity Pay

In addition to the established base salary, Employee is eligible for longevity pay at the rate of 2 ½% for each five years of service as a management employee to a maximum of 10%.

E. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

F. City Paid Health Insurance Upon Retirement

Upon retirement, if Employee has twenty years of service with the City, at least three (3) of which are in a department head management position, and Employee is eligible for CalPERS retirement at the time of retirement, Employee is eligible for the health benefits noted below.

a) City pays 100% of the premium for medical coverage for employee (retiree) only with City plan through age 64. Employee pays dental and vision coverage if desired. Coverage for a spouse is available at the expense of retired Employee.

b) At age 65, or when eligible for Medicare if earlier, the City will pay or provide a health insurance benefits program which will be supplemental to Medicare. The program will cover only the retired Employee. The retired Employee must first obtain both parts A & B of Medicare.

If Employee qualifies for employer paid health insurance in retirement as outlined in paragraph one of this section, he has the opportunity to make an irrevocable election to receive a monthly payment, equivalent to the premium charged by the carrier/plan the employee is enrolled in at the time of retirement, in lieu of participation in the City medical plan. The monthly payment would be equal to the premium amount charged to cover one person. The payment will continue until the retiree reaches age 65 or becomes eligible for Medicare, whichever comes first. At age 65, or when eligible for Medicare if earlier, the City will provide a monthly payment equivalent to the premium charged by the Medicare supplement

carrier/plan selected by the retiree from those available through the City at the time provided the retiree has subscribed to or enrolled in parts A & B of Medicare. The monthly payment will be equal to the premium amount charged to cover one person.

If, in the future, the City no longer offers the carrier/plan, the premium for the replacement plan would be used to determine the amount of monthly payment in lieu of participation in the health plan.

When making an election to receive the cash equivalent of the medical insurance premium, the retiring employee waives the right to participate in the City's medical insurance plan for themselves and any dependents except for the rights provided by COBRA continuation coverage.

G. Retiree Paid Health Insurance

If Employee does not qualify for City Paid Health Insurance Upon Retirement as outlined in Section 6.F. of this agreement, the City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retirees expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and his or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

H. Other

The Administrator shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the Grant Administrator, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

The Grant Administrator is an at-will employee and serves at the will and pleasure of the Administrator and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.

B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Grant Administrator. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.

B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Grant Administrator's employment.

C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Administrator, City of Madera, 205 West Fourth Street, Madera CA 93637

Employee: 4625 West Polo Creek Court, Fresno, CA 93722

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.

C. This Agreement shall become effective commencing August 5, 2015.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under

California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Administrator, and duly attested by its City Clerk, and the Grant Administrator has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

By:_____
Daniel Abdella

CITY OF MADERA

By:_____
David R. Tooley, City Administrator

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

DIRECTOR OF COMMUNITY DEVELOPMENT
AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 5th day of August, 2015, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and David Merchen (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to continue to employ the services of David Merchen as Director of Community Development for the City of Madera; and

WHEREAS, it is the desire of the City Administrator of the Employer, hereinafter called "Administrator", to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Director of Community Development; and

WHEREAS, David Merchen desires to be employed as Director of Community Development for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

A. The term of this Agreement shall be 3 years commencing on August 5, 2015. The Employer will provide written notice to the Employee on or before May 5, 2018 of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

B. The Director of Community Development shall at all times serve at the pleasure of the Administrator. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time, after August 5, 2015, from his position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the Administrator before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

   In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Administrator that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the Director of Community Development Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the Administrator may from time to time assign.

B. The Director of Community Development is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Director of Community Development.

C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

D. Employee will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.

E. In the event the Employee becomes mentally or physically incapable of performing the Director of Community Development job duties, the Employer will comply with the law in regard to separating the Director of Community Development from employment.

Section 4: PERFORMANCE EVALUATION

The Administrator shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the Administrator. Specific criterion may be added or deleted as the Administrator may determine.

Section 5: SALARY

Employer agrees to pay the Director of Community Development for his services rendered pursuant hereto a base salary of $14,551 per month (City of Madera Salary Schedule Range 568, Step F), effective the first pay check on or after July 1, 2015, payable in installments at the same time as the majority of the Employer's employees. The Administrator may review and adjust said annual base salary in such amounts and to such extent as the Administrator determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Effective the first pay check on or after July 1, 2016, employee will receive a three percent (3%) cost of living adjustment (COLA) to his base salary.

Effective the first pay check on or after July 1, 2017, employee will receive a three percent (3%) cost of living adjustment (COLA) to his base salary.

Employee desires to take a reduction in his compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full 8% Employee Contribution per Section 6.D. of the Agreement. Therefore, employee desires to

reduce his salary in an equivalent amount. Employee's salary as set pursuant to the terms of this Agreement shall be reduced by 2.375% for reasons stated above.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Employee shall annually be entitled to receive twenty-five (25) days of Annual Leave to be credited to his account on July 1 of each year of the contract. Employee will be credited with 1 hour of additional leave for each hour of leave actually taken in said period up to a total of 160 additional hours credited. Any annual leave not taken on or before the following June 30, of the following year shall be paid to the Employee as additional salary at the end of each fiscal year at the hourly rate then in effect. This benefit shall be in lieu of receiving any additional vacation, holiday, administrative, or sick leave.

Employee will receive an additional 3 days of annual leave for each 5 years of City service, up to a maximum of 12 additional days (20 years of service). Leave will be added to the "additional hours credited" bank and will not be available for cash-out.

In lieu of cashing out all leave at the end of the fiscal year, Employee will have the option to roll over up to 80 hours of leave each year. This leave will be added to the "additional hours credited" bank and will no longer be available for cash-out. Written notice of the desire to roll time over must be provided to the payroll department no later than June 15 of each year.

Employee has a sick leave balance as of August 5, 2015 from prior employment with the City of Madera. Sick leave shall be frozen and not increased. Such leave shall remain on the books as Employee sick leave to be used when and if Employee is ill, and has exhausted all other Annual Leave.

B. Sick Leave Cash Out

Because of prior service with the City of Madera, Employee will have a sick leave balance consistent with Section 6.A. of this Agreement. Employee may convert a percentage of sick leave time on the books to cash per resignation, retirement or termination from the City, or elect to have such time used as CalPERS Service Credit or to purchase Medical Benefits upon retirement.

Employee, with a minimum of five (5) years of service with the City of Madera, may cash-out under Option # 1 or purchase Medical Insurance as provided in Option #3 below. Employee, with twenty (20) years of service or more with the City of Madera, may select either Option #1 or Option #2 below. Option #4 does not require minimum years of City or Management Group service.

Cash-Out Without Health Insurance: (Option #1)
5 years of service - 10% cash-out unused sick leave on books
10 years of service - 25% cash-out unused sick leave on books
15 years of service - 30% cash-out unused sick leave on books
20 years of service - 50% cash-out unused sick leave on books
The percentage of cash-out shall be prorated based upon the number of years in service, to a maximum of 50%.

Cash-Out With Health Insurance: (Option #2)
Retiring employees with twenty years of service and receiving the medical insurance benefits as defined in Section 6.H. below, shall be eligible for a twenty percent cash-out of sick leave, plus 1% cash-out added for each year of service exceeding 20 years to a maximum of 30%.

Purchase of Medical Insurance: (Option #3)
In lieu of Cash-Out or CalPERS Service Credit, Sick Leave may be used to fund City purchase of medical insurance under the provisions of Section 6.H. below, with the exception that twenty years, of service is not required. Such purchase shall be accomplished by using the cash-out value as calculated in Option #1 above. In the event of death of an employee (retiree) prior to use of all Sick Leave for such purpose, the balance is forfeited.

Sick Leave Conversion: (Option #4)
An employee has the option to convert 100% of the remaining accrued sick leave not cashed out or used to purchase post-retirement medical insurance, upon retirement to Service Credit as provided by contract amendment with CalPERS.

C. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	**Monthly Allowance**
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

D. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

E. Longevity Pay

In addition to the established base salary, Employee is eligible for longevity pay at the rate of 2 ½% for each five years of service as a management employee to a maximum of 10%.

F. City Provided Automobile

Employee will be provided with a $350 per month automobile allowance for use of his personal vehicle while conducting. City business. Employee will not be eligible for any additional mileage or vehicle reimbursement for use of his personal vehicle.

G. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

H. City Paid Health Insurance Upon Retirement

Upon retirement, if Employee has twenty years of service with the City, at least three (3) of which are in a department head management position, and Employee is eligible for CalPERS retirement at the time of retirement, Employee is eligible for the health benefits noted below.

a) City pays 100% of the premium for medical coverage for employee (retiree) only with City plan through age 64. Employee pays dental and vision coverage if desired. Coverage for a spouse is available at the expense of retired Employee.

b) At age 65, or when eligible for Medicare if earlier, the City will pay or provide a health insurance benefits program which will be supplemental to Medicare. The program will cover only the retired Employee. The retired Employee must first obtain both parts A & B of Medicare.

If Employee qualifies for employer paid health insurance in retirement as outlined in paragraph one of this section, he has the opportunity to make an irrevocable election to receive a monthly payment, equivalent to the premium charged by the carrier/plan the employee is enrolled in at the time of retirement, in lieu of participation in the City medical plan. The monthly payment would be equal to the premium amount charged to cover one person. The payment will continue until the retiree reaches age 65 or becomes eligible for Medicare, whichever comes first. At age 65, or when eligible for Medicare if earlier, the City will provide a monthly payment equivalent to the premium charged by the Medicare supplement carrier/plan selected by the retiree from those available through the City at the time provided the retiree has subscribed to or enrolled in parts A & B of Medicare. The monthly payment will be equal to the premium amount charged to cover one person.

If, in the future, the City no longer offers the carrier/plan, the premium for the replacement plan would be used to determine the amount of monthly payment in lieu of participation in the health plan.

When making an election to receive the cash equivalent of the medical insurance premium, the retiring employee waives the right to participate in the City's medical insurance plan for themselves and any dependents except for the rights provided by COBRA continuation coverage.

An employee electing to exercise the option to receive the cash equivalent of the retiree medical insurance premium will only be able to cash out sick leave using Option #1 provided in Section 6.B. of this agreement.

I. Retiree Paid Health Insurance

If Employee does not qualify for City Paid Health Insurance Upon Retirement as outlined in Section 6.H. of this agreement, the City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retirees expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and his or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate

participation, retiree may not seek coverage under the City health plan at a later date.

J. Technology Allowance

Employee will receive a monthly technology allowance of $75. Employee will not receive a City-issued cell phone or be provided with any type of wireless or data plan through the City's wireless carrier and will be expected to utilize his personal cell phone for City business. Employee's personal cell phone number must be available to the public.

K. Other

The Administrator shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the Director of Community Development, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

The Director of Community Development is an at-will employee and serves at the will and pleasure of the Administrator and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.

B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Director of Community Development. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.

B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Director of Community Development's employment.

C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Administrator, City of Madera, 205 West Fourth Street, Madera CA 93637

Employee: 1071 N. Homsy, Clovis, CA 93611

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.

C. This Agreement shall become effective commencing August 5, 2015.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Administrator, and duly attested by its City Clerk, and the Director of Community Development has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

By: _____
David Merchen

CITY OF MADERA

By: _____
David R. Tooley, City Administrator

ATTEST

By: _____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By: _____
Brent Richardson, City Attorney

PUBLIC WORKS OPERATIONS DIRECTOR
AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 5th day of August 2015, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and David Randall (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to employ the services of David Randall as Public Works Operations Director for the City of Madera; and

WHEREAS, it is the desire of the City Administrator of the Employer, hereinafter called "Administrator'" to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Public Works Operations Director; and

WHEREAS, David Randall desires to be employed as Public Works Operations Director for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

A. The term of this Agreement shall be 3 years commencing on August 5, 2015. The Employer will provide written notice to the Employee on or before May 5, 2018 of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

B. The Public Works Operations Director shall at all times serve at the pleasure of the Administrator. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time, after August 5, 2015, from his position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the Administrator before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination.

   In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Administrator that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the Public Works Operations Director Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the Administrator may from time to time assign.

B. The Public Works Operations Director is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Public Works Operations Director.

C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

D. Employee will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.

E. In the event the Employee becomes mentally or physically incapable of performing the Public Works Operations Director job duties, the Employer will comply with the law in regard to separating the Public Works Operations Director from employment.

Section 4: PERFORMANCE EVALUATION

The Administrator shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the Administrator. Specific criterion may be added or deleted as the Administrator may determine.

Section 5: SALARY

Employer agrees to pay the Public Works Operations Director for his services rendered pursuant hereto a base salary of $10,787 per month (City of Madera Salary Schedule Range 508, Step F), effective the first pay check on or after July 1, 2015, payable in installments at the same time as the majority of the Employer's employees. The Administrator may review and adjust said base salary in such amounts and to such extent as the Administrator determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Effective the first pay check on or after July 1, 2016, employee will receive a three percent (3%) cost of living adjustment (COLA) to his base salary.

Effective the first pay check on or after July 1, 2017, employee will receive a three percent (3%) COLA to his base salary.

Employee desires to take a reduction in his compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full 8% Employee Contribution per Section 6.D. of the Agreement. Therefore, employee desires to reduce his salary in an equivalent amount. Employee's salary as set pursuant to the terms of this Agreement shall be reduced by 2.375% for reasons stated above.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Employee shall annually be entitled to receive twenty-five (25) days of Annual Leave to be credited to his account on July 1 of each year of the contract. Employee will be credited with 1 hour of additional leave for each hour of leave

actually taken in said period up to a total of 160 additional hours credited. Any annual leave not taken on or before the following June 30, of the following year shall be paid to the Employee as additional salary at the end of each fiscal year at the hourly rate then in effect. This benefit shall be in lieu of receiving any vacation, holiday, administrative, or sick leave.

Employee will receive an additional 3 days of annual leave for each 5 years of City service, up to a maximum of 12 additional days (20 years of service). Leave will be added to the "additional hours credited" bank and will not be available for cash-out.

In lieu of cashing out all leave at the end of the fiscal year, Employee will have the option to roll over up to 80 hours of leave each year. This leave will be added to the "additional hours credited" bank and will no longer be available for cash-out. Written notice of the desire to roll time over must be provided to the payroll department no later than June 15 of each year.

Employee has a sick leave balance as of August 5, 2015 from prior employment with the City of Madera. Sick leave shall be frozen and not increased. Such leave shall remain on the books as Employee sick leave to be used when and if Employee is ill, and has exhausted all other Annual Leave.

B. Sick Leave Cash Out

Because of prior service with the City of Madera, Employee will have a sick leave balance consistent with Section 6.A. of this Agreement. Employee may convert a percentage of sick leave time on the books to cash per resignation, retirement or termination from the City, or elect to have such time used as CalPERS Service Credit or to purchase Medical Benefits upon retirement.

Employee, with a minimum of five (5) years of service with the City of Madera, may cash-out under Option # 1 or purchase Medical Insurance as provided in Option #3 below. Employee, with twenty (20) years of service or more with the City of Madera, may select either Option #1 or Option #2 below. Option #4 does not require minimum years of City or Management Group service.

Cash-Out Without Health Insurance: (Option #1)
5 years of service - 10% cash-out unused sick leave on books
10 years of service - 25% cash-out unused sick leave on books
15 years of service - 30% cash-out unused sick leave on books
20 years of service - 50% cash-out unused sick leave on books
The percentage of cash-out shall be prorated based upon the number of years in service, to a maximum of 50%.

Cash-Out With Health Insurance: (Option #2)
Retiring employees with twenty years of service and receiving the medical insurance benefits as defined in Section 6.H. below, shall be eligible for a twenty

percent cash-out of sick leave, plus 1% cash-out added for each year of service exceeding 20 years to a maximum of 30%.

Purchase of Medical Insurance: (Option #3)
In lieu of Cash-Out or CalPERS Service Credit, Sick Leave may be used to fund City purchase of medical insurance under the provisions of Section 6.H. below, with the exception that twenty years, of service is not required. Such purchase shall be accomplished by using the cash-out value as calculated in Option #1 above. In the event of death of an employee (retiree) prior to use of all Sick Leave for such purpose, the balance is forfeited.

Sick Leave Conversion: (Option #4)
An employee has the option to convert 100% of the remaining accrued sick leave not cashed out or used to purchase post-retirement medical insurance, upon retirement to Service Credit as provided by contract amendment with CalPERS.

C. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	**Monthly Allowance**
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

D. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

E. Longevity Pay

In addition to the established base salary, Employee is eligible for longevity pay at the rate of 2 ½% for each five years of service as a management employee to a maximum of 10%.

F. Automobile Allowance

Employee will be provided with a $350 per month automobile allowance for use of his personal vehicle while conducting City business. Employee will not be eligible for any additional mileage or vehicle reimbursement for use of his personal vehicle.

G. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

H. City Paid Health Insurance Upon Retirement

Upon retirement, if Employee has twenty years of service with the City, at least three (3) of which are in a department head management position, and Employee is eligible for CalPERS retirement at the time of retirement, Employee is eligible for the health benefits noted below.

a) City pays 100% of the premium for medical coverage for employee (retiree) only with City plan through age 64. Employee pays dental and vision coverage if desired. Coverage for a spouse is available at the expense of retired Employee.

b) At age 65, or when eligible for Medicare if earlier, the City will pay or provide a health insurance benefits program which will be supplemental to Medicare. The program will cover only the retired Employee. The retired Employee must first obtain both parts A & B of Medicare.

If Employee qualifies for employer paid health insurance in retirement as outlined in paragraph one of this section, he has the opportunity to make an irrevocable election to receive a monthly payment, equivalent to the premium charged by the carrier/plan the employee is enrolled in at the time of retirement, in lieu of participation in the City medical plan. The monthly payment would be equal to the premium amount charged to cover one person. The payment will continue until the retiree reaches age 65 or becomes eligible for Medicare, whichever comes first. At age 65, or when eligible for Medicare if earlier, the City will provide a monthly payment equivalent to the premium charged by the Medicare supplement carrier/plan selected by the retiree from those available through the City at the

time provided the retiree has subscribed to or enrolled in parts A & B of Medicare. The monthly payment will be equal to the premium amount charged to cover one person.

If, in the future, the City no longer offers the carrier/plan, the premium for the replacement plan would be used to determine the amount of monthly payment in lieu of participation in the health plan.

When making an election to receive the cash equivalent of the medical insurance premium, the retiring employee waives the right to participate in the City's medical insurance plan for themselves and any dependents except for the rights provided by COBRA continuation coverage.

An employee electing to exercise the option to receive the cash equivalent of the retiree medical insurance premium will only be able to cash out sick leave using Option #1 provided in Section 6.B. of this agreement.

I. Retiree Paid Health Insurance

If Employee does not qualify for City Paid Health Insurance Upon Retirement as outlined in Section 6.H. of this agreement, the City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retirees expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and his or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

J. Technology Allowance

Employee will receive a monthly technology allowance of $75. Employee will not receive a City-issued cell phone or be provided with any type of wireless or data plan through the City's wireless carrier and will be expected to utilize his personal cell phone for City business. Employee's personal cell phone number must be available to the public.

K. Other

The Administrator shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the Public

Works Operations Director, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

The Public Works Operations Director is an at-will employee and serves at the will and pleasure of the Administrator and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.

B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Public Works Operations Director. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.

B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Public Works Operations Director's employment.

C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Administrator, City of Madera, 205 West Fourth Street, Madera CA 93637

Employee: 19232 Deane Drive, Madera, CA 93638

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.

C. This Agreement shall become effective commencing August 5, 2015.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Administrator, and duly attested by its City Clerk, and the Public Works Operations Director has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

By: _____
David Randall

CITY OF MADERA

By: _____
David R. Tooley, City Administrator

ATTEST

By: _____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By: _____
Brent Richardson, City Attorney

CITY ENGINEER AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 5th day of August , 2015, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Keith Helmuth (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to continue to employ the services of Keith Helmuth as City Engineer for the City of Madera; and

WHEREAS, it is the desire of the City Administrator of the Employer, hereinafter called "Administrator", to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said City Engineer; and

WHEREAS, Keith Helmuth desires to be employed as City Engineer for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

A. The term of this Agreement shall be 3 years commencing on August 5, 2015. The Employer will provide written notice to the Employee on or before May 5, 2018 of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

B. The City Engineer shall at all times serve at the pleasure of the Administrator. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time, after August 5, 2015, from his position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the Administrator before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination.

   In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Administrator that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the City Engineer Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the Administrator may from time to time assign.

B. The City Engineer is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Engineer.

C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

D. Employee will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.

E. In the event the Employee becomes mentally or physically incapable of performing the City Engineer job duties, the Employer will comply with the law in regard to separating the City Engineer from employment.

Section 4: PERFORMANCE EVALUATION

The Administrator shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the Administrator. Specific criterion may be added or deleted as the Administrator may determine.

Section 5: SALARY

Employer agrees to pay the City Engineer for his services rendered pursuant hereto a base salary of $10,314 per month (City of Madera Salary Schedule Range 499, Step F), effective the first pay check on or after July 1, 2015, payable in installments at the same time as the majority of the Employer's employees. The Administrator may review and adjust said annual base salary in such amounts and to such extent as the Administrator determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Effective the first pay check on or after July 1, 2016, employee will receive a three percent (3%) cost of living adjustment (COLA) to his base salary.

Effective the first pay check on or after July 1, 2017, employee will receive a three percent (3%) COLA to his base salary.

Employee desires to take a reduction in his compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full 8% Employee Contribution per Section 6.D. of the Agreement. Therefore, employee desires to reduce his salary in an equivalent amount. Employee's salary as set pursuant to the terms of this Agreement shall be reduced by 2.375% for reasons stated above.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Employee shall annually be entitled to receive twenty-five (25) days of Annual Leave to be credited to his account on July 1 of each year of the contract. Employee will be credited with 1 hour of additional leave for each hour of leave actually taken in said period up to a total of 160 additional hours credited. Any

annual leave not taken on or before the following June 30, of the following year shall be paid to the Employee as additional salary at the end of each fiscal year at the hourly rate then in effect. This benefit shall be in lieu of receiving any vacation, holiday, administrative, or sick leave.

Employee will receive an additional 3 days of annual leave for each 5 years of City service, up to a maximum of 12 additional days (20 years of service). Leave will be added to the "additional hours credited" bank and will not be available for cash-out.

In lieu of cashing out all leave at the end of the fiscal year, Employee will have the option to roll over up to 80 hours of leave each year. This leave will be added to the "additional hours credited" bank and will no longer be available for cash-out. Written notice of the desire to roll time over must be provided to the payroll department no later than June 15 of each year.

Employee has a sick leave balance as of August 5, 2015 from prior employment with the City of Madera. Sick leave shall be frozen and not increased. Such leave shall remain on the books as Employee sick leave to be used when and if Employee is ill, and has exhausted all other Annual Leave.

B. Sick Leave Cash Out

Because of prior service with the City of Madera, Employee will have a sick leave balance consistent with Section 6.A. of this Agreement. Employee may convert a percentage of sick leave time on the books to cash per resignation, retirement or termination from the City, or elect to have such time used as CalPERS Service Credit or to purchase Medical Benefits upon retirement.

Employee, with a minimum of five (5) years of service with the City of Madera, may cash-out under Option # 1 or purchase Medical Insurance as provided in Option #3 below. Employee, with twenty (20) years of service or more with the City of Madera, may select either Option #1 or Option #2 below. Option #4 does not require minimum years of City or Management Group service.

<u>Cash-Out Without Health Insurance: (Option #1)</u>
5 years of service - 10% cash-out unused sick leave on books
10 years of service - 25% cash-out unused sick leave on books
15 years of service - 30% cash-out unused sick leave on books
20 years of service - 50% cash-out unused sick leave on books
The percentage of cash-out shall be prorated based upon the number of years in service, to a maximum of 50%.

<u>Cash-Out With Health Insurance: (Option #2)</u>
Retiring employees with twenty years of service and receiving the medical insurance benefits as defined in Section 6.H. below, shall be eligible for a twenty

percent cash-out of sick leave, plus 1% cash-out added for each year of service exceeding 20 years to a maximum of 30%.

Purchase of Medical Insurance: (Option #3)
In lieu of Cash-Out or CalPERS Service Credit, Sick Leave may be used to fund City purchase of medical insurance under the provisions of Section 6.H. below, with the exception that twenty years of service is not required. Such purchase shall be accomplished by using the cash-out value as calculated in Option #1 above. In the event of death of an employee (retiree) prior to use of all Sick Leave for such purpose, the balance is forfeited.

Sick Leave Conversion: (Option #4)
An employee has the option to convert 100% of the remaining accrued sick leave not cashed out or used to purchase post-retirement medical insurance, upon retirement to Service Credit as provided by contract amendment with CalPERS.

C. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

D. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

E. Longevity Pay

In addition to the established base salary, Employee is eligible for longevity pay at the rate of 2 ½% for each five years of service as a management employee to a maximum of 10%.

F. Automobile Allowance

Employee will be provided with a $350 per month automobile allowance for use of his personal vehicle while conducting City business. Employee will not be eligible for any additional mileage or vehicle reimbursement for use of his personal vehicle.

G. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

H. City Paid Health Insurance Upon Retirement

Upon retirement, if Employee has twenty years of service with the City, at least three (3) of which are in a department head management position, and Employee is eligible for CalPERS retirement at the time of retirement, Employee is eligible for the health benefits noted below.

a) City pays 100% of the premium for medical coverage for employee (retiree) only with City plan through age 64. Employee pays dental and vision coverage if desired. Coverage for a spouse is available at the expense of retired Employee.

b) At age 65, or when eligible for Medicare if earlier, the City will pay or provide a health insurance benefits program which will be supplemental to Medicare. The program will cover only the retired Employee. The retired Employee must first obtain both parts A & B of Medicare.

If Employee qualifies for employer paid health insurance in retirement as outlined in paragraph one of this section, he has the opportunity to make an irrevocable election to receive a monthly payment, equivalent to the premium charged by the carrier/plan the employee is enrolled in at the time of retirement, in lieu of participation in the City medical plan. The monthly payment would be equal to the premium amount charged to cover one person. The payment will continue until the retiree reaches age 65 or becomes eligible for Medicare, whichever comes first. At age 65, or when eligible for Medicare if earlier, the City will provide a monthly payment equivalent to the premium charged by the Medicare supplement carrier/plan selected by the retiree from those available through the City at the

time provided the retiree has subscribed to or enrolled in parts A & B of Medicare. The monthly payment will be equal to the premium amount charged to cover one person.

If, in the future, the City no longer offers the carrier/plan, the premium for the replacement plan would be used to determine the amount of monthly payment in lieu of participation in the health plan.

When making an election to receive the cash equivalent of the medical insurance premium, the retiring employee waives the right to participate in the City's medical insurance plan for themselves and any dependents except for the rights provided by COBRA continuation coverage.

An employee electing to exercise the option to receive the cash equivalent of the retiree medical insurance premium will only be able to cash out sick leave using Option #1 provided in Section 6.B. of this agreement.

I. Retiree Paid Health Insurance

If Employee does not qualify for City Paid Health Insurance Upon Retirement as outlined in Section 6.H. of this agreement, the City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retirees expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and his or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

J. Technology Allowance

Employee will receive a monthly technology allowance of $75. Employee will not receive a City-issued cell phone or be provided with any type of wireless or data plan through the City's wireless carrier and will be expected to utilize his personal cell phone for City business. Employee's personal cell phone number must be available to the public.

K. Other

The Administrator shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the City

Engineer, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

The City Engineer is an at-will employee and serves at the will and pleasure of the Administrator and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.

B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Engineer. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.

B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the City Engineer's employment.

C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Administrator, City of Madera, 205 West Fourth Street, Madera CA 93637

Employee: 6461 North San Pedro Avenue, Fresno, CA 93711

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.

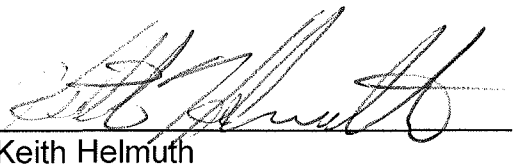
B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.

C. This Agreement shall become effective commencing August 5, 2015.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Administrator, and duly attested by its City Clerk, and the City Engineer has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

By: 
Keith Helmuth

CITY OF MADERA

By:_____
David R. Tooley, City Administrator

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

DIRECTOR OF PARKS & COMMUNITY SERVICES
AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 5th day of August, 2015, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Mary Anne Seay (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to employ the services of Mary Anne Seay as Director of Parks & Community Services for the City of Madera; and

WHEREAS, it is the desire of the City Administrator of the Employer, hereinafter called "Administrator", to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Director of Parks & Community Services; and

WHEREAS, Mary Anne Seay desires to be employed as Director of Parks & Community Services for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

A. The term of this Agreement shall be 3 years commencing on August 5, 2015. The Employer will provide written notice to the Director of Parks & Community Services on or before May 5, 2018 of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Director of Parks & Community Services of the newly proposed term at the time of its offer to renew. The Director of Parks & Community Services must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

B. The Director of Parks & Community Services shall at all times serve at the pleasure of the Administrator. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time, after August 5, 2015, from her position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the Administrator before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform her duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination.

B. In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

C. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Administrator that she resign, then, in that event, Employee may, at her option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the Director of Parks & Community Services Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the Administrator may from time to time assign.

B. The Director of Parks & Community Services is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Director of Parks & Community Services.

C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

D. Employee will maintain on file with the Employer her current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.

E. In the event Employee becomes mentally or physically incapable of performing the Director of Parks & Community Services job duties, the Employer will comply with the law in regard to separating the Employee from employment.

Section 4: PERFORMANCE EVALUATION

The Administrator shall review and evaluate the performance of the Director of Parks & Community Services on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the Administrator. Specific criterion may be added or deleted as the Administrator may determine.

Section 5: SALARY

Employer agrees to pay the Director of Parks & Community Services for her services rendered pursuant hereto a base salary of $10,841 per month (City of Madera Salary Schedule Range 509, Step F), effective the first pay check on or after July 1, 2015, payable in installments at the same time as the majority of the Employer's employees. The Administrator may review and adjust said annual base salary in such amounts and to such extent as the Administrator determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Effective the first pay check on or after July 1, 2016, employee will receive a three percent (3%) cost of living adjustment (COLA) to her base salary.

Effective the first pay check on or after July 1, 2017, employee will receive a three percent (3%) COLA to her base salary.

Employee desires to take a reduction in her compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full 8% Employee Contribution per Section 6.C. of the Agreement. Prior to July 1, 2015 employee effected this reduction by a reduction to her salary of 2.375%. Effective July 1, 2015 employee desires to modify the method in which this reduction is captured to a post tax salary deduction equivalent to 2.375%.

Employee has opted to make an irrevocable election to convert 7 days of leave to salary, equivalent to a 2.7% management incentive. Said management incentive is in addition to the base salary identified above. Employee's annual leave allotment provided in Section 6.A. reflects the modified leave amount.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Employee shall annually be entitled to receive eighteen (18) days of Annual Leave to be credited to her account on July 1 of each year of the contract. Employee will be credited with 1 hour of additional leave for each hour of leave actually taken in said period up to a total of 160 additional hours credited. Any annual leave not taken on or before the following June 30, of the following year shall be paid to the Employee as additional salary at the end of each fiscal year at the hourly rate then in effect. This benefit shall be in lieu of receiving any vacation, holiday, administrative, or sick leave.

Employee will receive an additional 3 days of annual leave for each 5 years of City service, up to a maximum of 12 additional days (20 years of service). Leave will be added to the "additional hours credited" bank and will not be available for cash-out.

In lieu of cashing out all leave at the end of the fiscal year, Employee will have the option to roll over up to 80 hours of leave each year. This leave will be added to the "additional hours credited" bank and will no longer be available for cash-out. Written notice of the desire to roll time over must be provided to the payroll department no later than June 15 of each year.

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	**Monthly Allowance**
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

C. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate safety plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

D. Longevity Pay

In addition to the established base salary, Employee is eligible for longevity pay at the rate of 2 ½% for each five years of service as a management employee to a maximum of 10%.

E. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

F. City Paid Health Insurance Upon Retirement

Upon retirement, if Employee has twenty years of service with the City, at least three (3) of which are in a department head management position, and Employee is eligible for CalPERS retirement at the time of retirement, Employee is eligible for the health benefits noted below.

a) City pays 100% of the premium for medical coverage for employee (retiree) only with City plan through age 64. Employee pays dental and vision coverage if desired. Coverage for a spouse is available at the expense of retired Employee.

b) At age 65, or when eligible for Medicare if earlier, the City will pay or provide a health insurance benefits program which will be supplemental to Medicare. The program will cover only the retired Employee. The retired Employee must first obtain both parts A & B of Medicare.

If Employee qualifies for employer paid health insurance in retirement as outlined in paragraph one of this section, she has the opportunity to make an irrevocable election to receive a monthly payment, equivalent to the premium charged by the carrier/plan the employee is enrolled in at the time of retirement, in lieu of participation in the City medical plan. The monthly payment would be equal to the premium amount charged to cover one person. The payment will continue until the retiree reaches age 65 or becomes eligible for Medicare, whichever comes first. At age 65, or when eligible for Medicare if earlier, the City will provide a monthly payment equivalent to the premium charged by the Medicare supplement

carrier/plan selected by the retiree from those available through the City at the time provided the retiree has subscribed to or enrolled in parts A & B of Medicare. The monthly payment will be equal to the premium amount charged to cover one person.

If, in the future, the City no longer offers the carrier/plan, the premium for the replacement plan would be used to determine the amount of monthly payment in lieu of participation in the health plan.

When making an election to receive the cash equivalent of the medical insurance premium, the retiring employee waives the right to participate in the City's medical insurance plan for themselves and any dependents except for the rights provided by COBRA continuation coverage.

G. Retiree Paid Health Insurance

If Employee does not qualify for City Paid Health Insurance Upon Retirement as outlined in Section 6.F. of this Agreement, the City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retirees expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and her or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

H. Technology Allowance

Employee will receive a monthly technology allowance of $75. Employee will not receive a City-issued cell phone or be provided with any type of wireless or data plan through the City's wireless carrier and will be expected to utilize her personal cell phone for City business. Employee's personal cell phone number must be available to the public.

I. Other

The Administrator shall fix any such other terms and conditions of employment, as he may determine from time to time, relating to the performance of the Director of Parks & Community Services, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

Employee is an at-will employee and serves at the will and pleasure of the Administrator and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.

B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for her professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Director of Parks & Community Services. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the

proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.

B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Director of Parks & Community Services' employment.

C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Administrator, City of Madera, 205 West Fourth Street, Madera CA 93637

Director of Parks & Community Services: 6443 N. Pleasant Avenue, Fresno, CA 93711

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee; however, this Agreement is not assignable by either party.

C. This Agreement shall become effective commencing August 5, 2015.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Administrator, and duly attested by its City Clerk, and the Director of Parks & Community Services has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

By:_____
Mary Anne Seay

CITY OF MADERA

By:_____
David R. Tooley, City Administrator

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

CHIEF OF POLICE AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 5th day of August, 2015, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Steve Frazier (hereinafter referred to as "Chief of Police"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to employ the services of Steve Frazier as Chief of Police for the City of Madera; and

WHEREAS, it is the desire of the City Administrator of the Employer, hereinafter called "Administrator", to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Chief of Police; and

WHEREAS, Steve Frazier desires to be employed as Chief of Police for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

A. The term of this Agreement shall be 3 years commencing on August 5, 2015. The Employer will provide written notice to the Chief of Police on or before May 5, 2018 of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Chief of Police of the newly proposed term at the time of its offer to renew. The Chief of Police must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

B. The Chief of Police shall at all times serve at the pleasure of the Administrator. This means that the Chief of Police is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Chief of Police at any time.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Chief of Police to resign at any time, after August 5, 2015, from his position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the Administrator before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to the MOU.

   In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Administrator that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

A. Employer hereby agrees to employ the Chief of Police to perform the functions and duties of such office as set forth in the Chief of Police Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the Administrator may from time to time assign.

B. The Chief of Police is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Chief of Police.

C. The Chief of Police shall not be involved in any outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Chief of Police's employment with the City. However, Employee may engage in teaching for up to five (5) hours per week without prior written approval of the Administrator.

D. The Chief of Police will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours. The Chief of Police shall maintain residence within a 20 minute travel time to the Police Department located at 330 South C Street in Madera, CA.

E. In the event the Chief of Police becomes mentally or physically incapable of performing the Chief of Police job duties, the Employer will comply with the law in regard to separating the Police Chief from employment.

Section 4: PERFORMANCE EVALUATION

The Administrator shall review and evaluate the performance of the Chief of Police on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the Administrator. Specific criterion may be added or deleted as the Administrator may determine.

Section 5: SALARY

Employer agrees to pay the Chief of Police for his services rendered pursuant hereto a base salary of $13,569 per month (City of Madera Salary Schedule Range 554, Step F), effective the first pay check on or after July 1, 2015, payable in installments at the same time as the majority of the Employer's employees. The Administrator may review and adjust said base salary in such amounts and to such extent as the Administrator determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Effective the first pay check on or after July 1, 2016, employee will receive a three percent (3%) cost of living adjustment (COLA) to his base salary.

Effective the first pay check on or after July 1, 2017, employee will receive a three percent (3%) COLA to his base salary.

Employee has opted to make an irrevocable election to convert 7 days of leave to salary, equivalent to a 2.7% management incentive. Said management incentive is in addition to the base salary identified above. Employee's annual leave allotment provided in Section 6.A. reflects the modified leave amount.

Employee desires to take a reduction in his compensation package equivalent to the salary contribution Safety employees are making towards the CalPERS Employee Contribution. Because Employee already pays the full 9% Employee Contribution per Section 6.D. of the Agreement, Employee desires to contribute an equivalent amount of salary towards the Employer Contribution to CalPERS. These contributions toward the CalPERS Employer Contribution shall be made as an after tax payroll deduction and be equivalent to 3% of salary.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Vacation, Sick, and Administrative Leave

Effective July 17, 2013, the Chief of Police shall annually be entitled to receive 248 hours of Annual Leave to be credited to his account on July 1 of each year of the contract. Employee will be credited with 1 hour of additional leave for each hour of leave actually taken in said period up to a total of 160 additional hours credited. Any annual leave not taken on or before the following June 30, of the following year shall be paid to the Employee as additional salary at the end of each fiscal year at the hourly rate then in effect. This benefit shall be in lieu of receiving any vacation, holiday, administrative, or sick leave.

Employee's sick leave balance as of August 5, 2015, shall be frozen and not increased. Such leave shall remain on the books as Employee sick leave to be used when and if Employee is ill, and has exhausted all other Annual Leave.

B. Sick Leave Cash Out

Because of prior service with the City of Madera, Employee will have a sick leave balance consistent with Section 6.A. of this Agreement. Employee may convert a percentage of sick leave time on the books to cash per resignation, retirement or termination from the City, or elect to have such time used as CalPERS Service Credit or to purchase Medical Benefits upon retirement.

Employee, with a minimum of five (5) years of service with the City of Madera, may cash-out under Option # 1 or purchase Medical Insurance as provided in Option #3 below. Employee, with twenty (20) years of service or more with the City of Madera, may select either Option #1 or Option #2 below. Option #4 does not require minimum years of City or Management Group service.

<u>Cash-Out Without Health Insurance: (Option #1)</u>
5 years of service - 10% cash-out unused sick leave on books
10 years of service - 25% cash-out unused sick leave on books
15 years of service - 30% cash-out unused sick leave on books
20 years of service - 50% cash-out unused sick leave on books
The percentage of cash-out shall be prorated based upon the number of years in service, to a maximum of 50%.

<u>Cash-Out With Health Insurance: (Option #2)</u>
Retiring employees with twenty years of service and receiving the medical insurance benefits as defined in Section 6.H. below, shall be eligible for a twenty percent cash-out of sick leave, plus 1% cash-out added for each year of service exceeding 20 years to a maximum of 30%.

Purchase of Medical Insurance: (Option #3)
In lieu of Cash-Out or CalPERS Service Credit, Sick Leave may be used to fund City purchase of medical insurance under the provisions of Section 6.H. of this agreement, with the exception that twenty years of service is not required. Such purchase shall be accomplished by using the cash-out value as calculated in Option #1 above. In the event of death of an employee (retiree) prior to use of all Sick Leave for such purpose, the balance is forfeited.

Sick Leave Conversion: (Option #4)
An employee has the option to convert 100% of the remaining accrued sick leave not cashed out or used to purchase post-retirement medical insurance upon retirement to Service Credit as provided by contract amendment with CalPERS.

C. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	**Monthly Allowance**
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

D. Retirement

The City participates in the CalPERS retirement system. The Chief of Police will be placed on the appropriate safety plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

E. Longevity Pay

In addition to the established base salary, Employee is eligible for longevity pay at the rate of 2 ½% for each five years of service as a management employee to a maximum of 10%.

F. City Provided Automobile

The Chief of Police will be provided with a City of Madera fleet vehicle for use while performing official duties.

G. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

H. City Paid Health Insurance Upon Retirement

Upon retirement, if the Chief of Police has twenty years of service with the City, at least three (3) of which are in the position of Chief of Police, and Employee is eligible for CalPERS retirement at the time of retirement, Employee is eligible for the health benefits noted below.

a) City pays 100% of the premium for medical coverage for employee (retiree) only with City plan through age 64. Employee pays dental and vision coverage if desired. Coverage for a spouse is available at the expense of retired Employee.

b) At age 65, or when eligible for Medicare if earlier, the City will pay or provide a health insurance benefits program which will be supplemental to Medicare. The program will cover only the retired Employee. The retired Employee must first obtain both parts A & B of Medicare.

If the Chief of Police qualifies for employer paid health insurance in retirement as outlined in paragraph one of this section, he has the opportunity to make an irrevocable election to receive a monthly payment, equivalent to the premium charged by the carrier/plan the employee is enrolled in at the time of retirement, in lieu of participation in the City medical plan. The monthly payment would be equal to the premium amount charged to cover one person. The payment will continue until the retiree reaches age 65 or becomes eligible for Medicare, whichever comes first. At age 65, or when eligible for Medicare if earlier, the City will provide a monthly payment equivalent to the premium charged by the Medicare supplement carrier/plan selected by the retiree from those available through the City at the time provided the retiree has subscribed to or enrolled in parts A & B of Medicare. The monthly payment will be equal to the premium amount charged to cover one person.

If, in the future, the City no longer offers the carrier/plan, the premium for the replacement plan would be used to determine the amount of monthly payment in lieu of participation in the health plan.

When making an election to receive the cash equivalent of the medical insurance premium, the retiring employee waives the right to participate in the City's medical insurance plan for themselves and any dependents except for the rights provided by COBRA continuation coverage.

An employee electing to exercise the option to receive the cash equivalent of the retiree medical insurance premium will only be able to cash out sick leave using Option #1 provided in Section 6.B. of this agreement.

I. Retiree Paid Health Insurance

If the Chief of Police does not qualify for City Paid Health Insurance Upon Retirement as outlined in Section 6.H. of this agreement, the City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retirees expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan, the retiree and his or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

Section 7: TERMINATION

A. The Chief of Police is an at-will employee and serves at the will and pleasure of the Administrator and may be terminated at any time.

Section 8: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Administrator shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the Chief of Police, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 9: CONFLICT OF INTEREST

A. The Chief of Police shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in

conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.

B. The Chief of Police shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Chief of Police's employment.

C. The Chief of Police is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 10: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Employer.

Section 11: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which employee serves as a member.

B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

C. All travel and subsistence expenses will be paid/reimbursed in accordance with the City of Madera Travel and Business Expense Policy.

Section 12: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Chief of

Police. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 13: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 14: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Administrator, City of Madera, 205 West Fourth Street, Madera CA 93637

Chief of Police: On file with the City of Madera Human Resources Department

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 15: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 16: GENERAL PROVISIONS

A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Chief of Police; however, this Agreement is not assignable by either party.

C. This Agreement shall become effective commencing August 5, 2015.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Administrator, and duly attested by its City Clerk, and the Chief of Police has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

Steve Frazier, Employee

CITY OF MADERA

David R. Tooley, City Administrator

ATTEST:

Sonia Alvarez, City Clerk

APPROVED AS TO FORM:

Brent Richardson, City Attorney

CHIEF BUILDING OFFICIAL AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 5h day of August, 2015, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Steven Woodworth (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to employ the services of Steven Woodworth as Chief Building Official for the City of Madera; and

WHEREAS, it is the desire of the City Administrator of the Employer, hereinafter called "Administrator", to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Chief Building Official; and

WHEREAS, Steven Woodworth desires to be employed as Chief Building Official for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

A. The term of this Agreement shall be 3 years commencing on August 5, 2015. The Employer will provide written notice to the Chief Building Official on or before May 5, 2018 of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Chief Building Official of the newly proposed term at the time of its offer to renew. The Chief Building Official must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

B. The Chief Building Official shall at all times serve at the pleasure of the Administrator. This means that the Chief Building Official is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Chief Building Official at any time.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Chief Building Official to resign at any time, after August 5, 2015, from his position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the Administrator before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

   In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Administrator that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

A. Employer hereby agrees to employ the Chief Building Official to perform the functions and duties of such office as set forth in the Chief Building Official Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the Administrator may from time to time assign.

B. The Chief Building Official is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Chief Building Official.

C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

D. The Chief Building Official will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.

E. In the event the Chief Building Official becomes mentally or physically incapable of performing the Chief Building Official job duties, the Employer will comply with the law in regard to separating the Chief Building Official from employment.

Section 4: PERFORMANCE EVALUATION

The Administrator shall review and evaluate the performance of the Chief Building Official on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the Administrator. Specific criterion may be added or deleted as the Administrator may determine.

Section 5: SALARY

Employer agrees to pay the Chief Building Official for his services rendered pursuant hereto a base salary of $8,662 per month (City of Madera Salary Schedule Range 464, Step F), effective the first pay check on or after July 1, 2015, payable in installments at the same time as the majority of the Employer's employees. The Administrator may review and adjust said annual base salary in such amounts and to such extent as the Administrator determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Effective the first pay check on or after July 1, 2016, employee will receive a three percent (3%) cost of living adjustment (COLA) to his base salary.

Effective the first pay check on or after July 1, 2017, employee will receive a three percent (3%) COLA to his base salary.

Employee desires to take a reduction in his compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution. Because Employee already pays the full 8% Employee Contribution per Section 6.D. of the Agreement, Employee desires to contribute an equivalent amount of salary towards the Employer Contribution to CalPERS. These contributions toward the CalPERS Employer Contribution shall be made as an after tax payroll deduction and be equivalent to 2.375% of salary.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Employee shall annually be entitled to receive twenty-five (25) days (equivalent to 200 hours) of Annual Leave to be credited to his account on July 1 of each year of the contract. Employee will be credited with 1 hour of additional leave for each hour of leave actually taken in said period up to a total of 160 additional hours credited. Any annual leave not taken on or before the following June 30, of the following year shall be paid to the Employee as additional salary at the end of each fiscal year at the hourly rate then in effect. This benefit shall be in lieu of receiving any vacation, holiday, administrative, or sick leave.

Employee will receive an additional 3 days of annual leave for each 5 years of City service, up to a maximum of 12 additional days (20 years of service). Leave will be added to the "additional hours credited" bank and will not be available for cash-out.

In lieu of cashing out all leave at the end of the fiscal year, Employee will have the option to roll over up to 80 hours of leave each year. This leave will be added to the "additional hours credited" bank and will no longer be available for cash-out. Written notice of the desire to roll time over must be provided to the payroll department no later than June 15 of each year.

Employee has a sick leave balance as of August 5, 2015 from prior employment with the City of Madera. Sick leave shall be frozen and not increased. Such leave shall remain on the books as Employee sick leave to be used when and if Employee is ill, and has exhausted all other Annual Leave.

B. Sick Leave Cash Out

Because of prior service with the City of Madera, Employee will have a sick leave balance consistent with Section 6.A. of this Agreement. Employee may convert a percentage of sick leave time on the books to cash per resignation, retirement or termination from the City, or elect to have such time used as CalPERS Service Credit or to purchase Medical Benefits upon retirement.

Employee, with a minimum of five (5) years of service with the City of Madera, may cash-out under Option # 1 or purchase Medical Insurance as provided in Option #3 below. Employee, with twenty (20) years of service or more with the City of Madera, may select either Option #1 or Option #2 below. Option #4 does not require minimum years of City or Management Group service.

Cash-Out Without Health Insurance: (Option #1)
5 years of service - 10% cash-out unused sick leave on books
10 years of service - 25% cash-out unused sick leave on books

15 years of service - 30% cash-out unused sick leave on books
20 years of service - 50% cash-out unused sick leave on books
The percentage of cash-out shall be prorated based upon the number of years in service, to a maximum of 50%.

Cash-Out With Health Insurance: (Option #2)
Retiring employees with twenty years of service and receiving the medical insurance benefits as defined in Section 6.G. below, shall be eligible for a twenty percent cash-out of sick leave, plus 1% cash-out added for each year of service exceeding 20 years to a maximum of 30%.

Purchase of Medical Insurance: (Option #3)
In lieu of Cash-Out or CalPERS Service Credit, Sick Leave may be used to fund City purchase of medical insurance under the provisions of Section 6.G. of this agreement, with the exception that twenty years of service is not required. Such purchase shall be accomplished by using the cash-out value as calculated in Option #1 above. In the event of death of an employee (retiree) prior to use of all Sick Leave for such purpose, the balance is forfeited.

Sick Leave Conversion: (Option #4)
An employee has the option to convert 100% of the remaining accrued sick leave not cashed out or used to purchase post-retirement medical insurance, upon retirement to Service Credit as provided by contract amendment with CalPERS.

C. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	**Monthly Allowance**
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

D. Retirement

The City participates in the CalPERS retirement system. The Chief Building Official will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

E. Longevity Pay

In addition to the established base salary, Employee is eligible for longevity pay at the rate of 2 ½% for each five years of service as a management employee to a maximum of 10%.

F. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

G. City Paid Health Insurance Upon Retirement

Upon retirement, if the Chief Building Official has twenty years of service with the City, at least three (3) of which are in a department head management position, and Employee is eligible for CalPERS retirement at the time of retirement, Employee is eligible for the health benefits noted below.

a) City pays 100% of the premium for medical coverage for employee (retiree) only with City plan through age 64. Employee pays dental and vision coverage if desired. Coverage for a spouse is available at the expense of retired Employee.

b) At age 65, or when eligible for Medicare if earlier, the City will pay or provide a health insurance benefits program which will be supplemental to Medicare. The program will cover only the retired Employee. The retired Employee must first obtain both parts A & B of Medicare.

If the Chief Building Official qualifies for employer paid health insurance in retirement as outlined in paragraph one of this section, he has the opportunity to make an irrevocable election to receive a monthly payment, equivalent to the premium charged by the carrier/plan the employee is enrolled in at the time of retirement, in lieu of participation in the City medical plan. The monthly payment would be equal to the premium amount charged to cover one person. The payment will continue until the retiree reaches age 65 or becomes eligible for Medicare, whichever comes first. At age 65, or when eligible for Medicare if earlier,

the City will provide a monthly payment equivalent to the premium charged by the Medicare supplement carrier/plan selected by the retiree from those available through the City at the time provided the retiree has subscribed to or enrolled in parts A & B of Medicare. The monthly payment will be equal to the premium amount charged to cover one person.

If, in the future, the City no longer offers the carrier/plan, the premium for the replacement plan would be used to determine the amount of monthly payment in lieu of participation in the health plan.

When making an election to receive the cash equivalent of the medical insurance premium, the retiring employee waives the right to participate in the City's medical insurance plan for themselves and any dependents except for the rights provided by COBRA continuation coverage.

An employee electing to exercise the option to receive the cash equivalent of the retiree medical insurance premium will only be able to cash out sick leave using Option #1 provided in Section 6.B. of this agreement.

H. Retiree Paid Health Insurance

If the Chief Building Official does not qualify for City Paid Health Insurance Upon Retirement as outlined in Section 6.G. of this agreement, the City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retirees expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and his or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

I. Other

The Administrator shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the Chief Building Official, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

The Chief Building Official is an at-will employee and serves at the will and pleasure of the Administrator and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.

B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Chief Building Official. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

A. The Chief Building Official shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.

B. The Chief Building Official shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Chief Building Official's employment.

C. The Chief Building Official is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Administrator, City of Madera, 205 West Fourth Street, Madera CA 93637

Chief Building Official: 28314 Highway 41, Coarsegold, CA 93614

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Chief Building Official; however, this Agreement is not assignable by either party.

C. This Agreement shall become effective commencing August 5, 2015.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Administrator, and duly attested by its City Clerk, and the Chief Building Official has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

By: _____
Steven Woodworth

CITY OF MADERA

By: _____
David R. Tooley, City Administrator

ATTEST

By: _____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By: _____
Brent Richardson, City Attorney

INFORMATION SERVICES MANAGER
AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 5th day of August, 2015, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Theodore Uyesaka (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to continue to employ the services of Theodore Uyesaka as Information Services Manager for the City of Madera; and

WHEREAS, it is the desire of the City Administrator of the Employer, hereinafter called "Administrator", to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Information Services Manager; and

WHEREAS, Theodore Uyesaka desires to be employed as Information Services Manager for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

A. The term of this Agreement shall be 3 years commencing on August 5, 2015. The Employer will provide written notice to the Employee on or before May 5, 2018 of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

B. The Information Services Manager shall at all times serve at the pleasure of the Administrator. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time, after August 5, 2015, from his position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the Administrator before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination.

   In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Administrator that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the Information Services Manager Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the Administrator may from time to time assign.

B. The Information Services Manager is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Information Services Manager.

C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

D. Employee will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.

E. In the event the Employee becomes mentally or physically incapable of performing the Information Services Manager job duties, the Employer will comply with the law in regard to separating the Information Services Manager from employment.

Section 4: PERFORMANCE EVALUATION

The Administrator shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the Administrator. Specific criterion may be added or deleted as the Administrator may determine.

Section 5: SALARY

Employer agrees to pay the Information Services Manager for his services rendered pursuant hereto a base salary of $9,105 per month (City of Madera Salary Schedule Range 474, Step F), effective the first pay check on or after July 1, 2015, payable in installments at the same time as the majority of the Employer's employees. The Administrator may review and adjust said base salary in such amounts and to such extent as the Administrator determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Effective the first pay check on or after July 1, 2016, employee will receive a three percent (3%) cost of living adjustment (COLA) to his base salary.

Effective the first pay check on or after July 1, 2017, employee will receive a three percent (3%) COLA to his base salary.

Employee desires to take a reduction in his compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full 8% Employee Contribution per Section 6.C. of the Agreement. Prior to July 1, 2015 employee effected this reduction by a reduction to his salary of 2.375%. Effective July 1, 2015 employee desires to modify the method in which this reduction is captured to a post tax salary deduction equivalent to 2.375%.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Employee shall annually be entitled to receive twenty-five (25) days of Annual Leave to be credited to his account on July 1 of each year of the contract. Employee will be credited with 1 hour of additional leave for each hour of leave actually taken in said period up to a total of 160 additional hours credited. Any annual leave not taken on or before the following June 30, of the following year shall be paid to the Employee as additional salary at the end of each fiscal year at the hourly rate then in effect. This benefit shall be in lieu of receiving any vacation, holiday, administrative, or sick leave.

Employee will receive an additional 3 days of annual leave for each 5 years of City service, up to a maximum of 12 additional days (20 years of service). Leave will be added to the "additional hours credited" bank and will not be available for cash-out.

In lieu of cashing out all leave at the end of the fiscal year, Employee will have the option to roll over up to 80 hours of leave each year. This leave will be added to the "additional hours credited" bank and will no longer be available for cash-out. Written notice of the desire to roll time over must be provided to the payroll department no later than June 15 of each year.

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	**Monthly Allowance**
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

C. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

D. Longevity Pay

In addition to the established base salary, Employee is eligible for longevity pay at the rate of 2 ½% for each five years of service as a management employee to a maximum of 10%.

E. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

F. City Paid Health Insurance Upon Retirement

Upon retirement, if Employee has twenty years of service with the City, at least three (3) of which are in a department head management position, and Employee is eligible for CalPERS retirement at the time of retirement, Employee is eligible for the health benefits noted below.

a) City pays 100% of the premium for medical coverage for employee (retiree) only with City plan through age 64. Employee pays dental and vision coverage if desired. Coverage for a spouse is available at the expense of retired Employee.

b) At age 65, or when eligible for Medicare if earlier, the City will pay or provide a health insurance benefits program which will be supplemental to Medicare. The program will cover only the retired Employee. The retired Employee must first obtain both parts A & B of Medicare.

If Employee qualifies for employer paid health insurance in retirement as outlined in paragraph one of this section, he has the opportunity to make an irrevocable election to receive a monthly payment, equivalent to the premium charged by the carrier/plan the employee is enrolled in at the time of retirement, in lieu of participation in the City medical plan. The monthly payment would be equal to the premium amount charged to cover one person. The payment will continue until the retiree reaches age 65 or becomes eligible for Medicare, whichever comes first. At age 65, or when eligible for Medicare if earlier, the City will provide a monthly payment equivalent to the premium charged by the Medicare supplement

carrier/plan selected by the retiree from those available through the City at the time provided the retiree has subscribed to or enrolled in parts A & B of Medicare. The monthly payment will be equal to the premium amount charged to cover one person.

If, in the future, the City no longer offers the carrier/plan, the premium for the replacement plan would be used to determine the amount of monthly payment in lieu of participation in the health plan.

When making an election to receive the cash equivalent of the medical insurance premium, the retiring employee waives the right to participate in the City's medical insurance plan for themselves and any dependents except for the rights provided by COBRA continuation coverage.

G. Retiree Paid Health Insurance

If Employee does not qualify for City Paid Health Insurance Upon Retirement as outlined in Section 6.F. of this agreement, the City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retirees expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and his or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

H. Automobile Allowance

Employee will be provided with a $50 per month automobile allowance for use of his personal vehicle while conducting City business. Employee will not be eligible for any additional mileage or vehicle reimbursement for use of his personal vehicle.

I. Technology Allowance

Employee will receive a monthly technology allowance of $75. Employee will not receive a City-issued cell phone or be provided with any type of wireless or data plan through the City's wireless carrier and will be expected to utilize his personal cell phone for City business. Employee's personal cell phone number must be available to the public.

J. Other

The Administrator shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the Information Services Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

The Information Services Manager is an at-will employee and serves at the will and pleasure of the Administrator and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.

B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Engineer. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.

B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Information Services Manager's employment.

C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Administrator, City of Madera, 205 West Fourth Street, Madera CA 93637

Employee: 1775 Richmond Avenue, Fresno, CA 93720

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.

C. This Agreement shall become effective commencing August 5, 2015.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Administrator, and duly attested by its City Clerk, and the Information Services Manager has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

By:_____
Theodore Uyesaka

CITY OF MADERA

By:_____
David R. Tooley, City Administrator

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

DIRECTOR OF FINANCIAL SERVICES AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 5th day of August, 2015, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Tim Przybyla (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to employ the services of Tim Przybyla as Director of Financial Services for the City of Madera; and

WHEREAS, it is the desire of the City Administrator of the Employer, hereinafter called "Administrator", to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Director of Financial Services; and

WHEREAS, Tim Przybyla desires to be employed as Director of Financial Services for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

A. The term of this Agreement shall be 3 years commencing on August 5, 2015. The Employer will provide written notice to the Employee on or before May 5, 2018 of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

B. The Director of Financial Services shall at all times serve at the pleasure of the Administrator. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time after August 5, 2015, from his position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the Administrator before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination.

   In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Administrator that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the Director of Financial Services Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the Administrator may from time to time assign.

B. The Director of Financial Services is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Director of Financial Services.

C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

D. Employee will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.

E. In the event the Employee becomes mentally or physically incapable of performing the Director of Financial Services job duties, the Employer will comply with the law in regard to separating the Director of Financial Services from employment.

Section 4: PERFORMANCE EVALUATION

The Administrator shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the Administrator. Specific criterion may be added or deleted as the Administrator may determine.

Section 5: SALARY

Employer agrees to pay the Director of Financial Services for his services rendered pursuant hereto a base salary of $10,650 per month (City of Madera Salary Schedule Range 525, Step D), effective the first pay check on or after July 1, 2015, payable in installments at the same time as the majority of the Employer's employees. The Administrator may review and adjust said annual base salary in such amounts and to such extent as the Administrator determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Effective the first pay check on or after July 1, 2016, employee will receive a three percent (3%) cost of living adjustment (COLA) to his base salary.

Effective the first pay check on or after July 1, 2017, employee will receive a three percent (3%) COLA to his base salary.

Employee desires to take a reduction in his compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full 7% Employee Contribution per Section 6.C. of the Agreement. Therefore, employee desires to contribute an equivalent amount of salary towards the Employer Contribution to CalPERS. These contributions toward the CalPERS Employer Contribution shall be made as an after tax payroll deduction and be equivalent to 2.375% of salary.

Employee has opted to make an irrevocable election to convert 7 days of leave to salary, equivalent to a 2.7% management incentive. Said management incentive is in addition to the base salary identified above. Employee's annual leave allotment provided in Section 6.A. reflects the modified leave amount.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Employee shall annually be entitled to receive eighteen (18) days of Annual Leave to be credited to his account on July 1 of each year of the contract. Employee will be credited with 1 hour of additional leave for each hour of leave actually taken in said period up to a total of 160 additional hours credited. Any annual leave not taken on or before the following June 30 of the following year shall be paid to the Employee as additional salary at the end of each fiscal year at the hourly rate then in effect. This benefit shall be in lieu of receiving any vacation, holiday, administrative, or sick leave.

Employee will receive an additional 3 days of annual leave for each 5 years of City service, up to a maximum of 12 additional days (20 years of service). Leave will be added to the "additional hours credited" bank and will not be available for cash-out. For the sole purpose of leave accrual as provided in this paragraph, Employee will receive credit for 9 years of prior public service upon hire.

In lieu of cashing out all leave at the end of the fiscal year, Employee will have the option to roll over up to 80 hours of leave each year. This leave will be added to the "additional hours credited" bank and will no longer be available for cash-out. Written notice of the desire to roll time over must be provided to the payroll department no later than June 15 of each year.

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	**Monthly Allowance**
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

C. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

D. Longevity Pay

In addition to the established base salary, Employee is eligible for longevity pay at the rate of 2 ½% for each five years of service as a management employee to a maximum of 10%.

E. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

F. City Paid Health Insurance Upon Retirement

Upon retirement, if Employee has twenty years of service with the City, at least three (3) of which are in a department head management position, and Employee is eligible for CalPERS retirement at the time of retirement, Employee is eligible for the health benefits noted below.

a) City pays 100% of the premium for medical coverage for employee (retiree) only with City plan through age 64. Employee pays dental and vision coverage if desired. Coverage for a spouse is available at the expense of retired Employee.

b) At age 65, or when eligible for Medicare if earlier, the City will pay or provide a health insurance benefits program which will be supplemental to Medicare. The program will cover only the retired Employee. The retired Employee must first obtain both parts A & B of Medicare.

If Employee qualifies for employer paid health insurance in retirement as outlined in paragraph one of this section, he has the opportunity to make an irrevocable election to receive a monthly payment, equivalent to the premium charged by the carrier/plan the employee is enrolled in at the time of retirement, in lieu of participation in the City medical plan. The monthly payment would be equal to the premium amount charged to cover one person. The payment will continue until the

retiree reaches age 65 or becomes eligible for Medicare, whichever comes first. At age 65, or when eligible for Medicare if earlier, the City will provide a monthly payment equivalent to the premium charged by the Medicare supplement carrier/plan selected by the retiree from those available through the City at the time provided the retiree has subscribed to or enrolled in parts A & B of Medicare. The monthly payment will be equal to the premium amount charged to cover one person.

If, in the future, the City no longer offers the carrier/plan, the premium for the replacement plan would be used to determine the amount of monthly payment in lieu of participation in the health plan.

When making an election to receive the cash equivalent of the medical insurance premium, the retiring employee waives the right to participate in the City's medical insurance plan for themselves and any dependents except for the rights provided by COBRA continuation coverage.

G. Retiree Paid Health Insurance

If Employee does not qualify for City Paid Health Insurance Upon Retirement as outlined in Section 6.F. of this agreement, the City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retirees expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and his or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

H. Automobile Allowance

Employee will be provided with a $50 per month automobile allowance for use of his personal vehicle while conducting City business. Employee will not be eligible for any additional mileage or vehicle reimbursement for use of his personal vehicle.

I. Technology Allowance

Employee will receive a monthly technology allowance of $75. Employee will not receive a City-issued cell phone or be provided with any type of wireless or data plan through the City's wireless carrier and will be expected to utilize his personal

cell phone for City business. Employee's personal cell phone number must be available to the public.

J. Other

The Administrator shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the Director of Financial Services, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

The Director of Financial Services is an at-will employee and serves at the will and pleasure of the Administrator and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.

B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Director

of Financial Services. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.

B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Director of Financial Services' employment.

C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Administrator, City of Madera, 205 West Fourth Street, Madera CA 93637

Employee: 6559 N. Vernal, Fresno, CA 93722

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.

C. This Agreement shall become effective commencing August 5, 2015.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Administrator, and duly attested by its City Clerk, and the Director of Financial Services has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

By:_____
Tim Przybyla

CITY OF MADERA

By:_____
David R. Tooley, City Administrator

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

DIRECTOR OF HUMAN RESOURCES AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 5th day of August, 2015, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Wendy Silva (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to continue to employ the services of Wendy Silva as Director of Human Resources for the City of Madera; and

WHEREAS, it is the desire of the City Administrator of the Employer, hereinafter called "Administrator", to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Director of Human Resources; and

WHEREAS, Wendy Silva desires to be employed as Director of Human Resources for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

A. The term of this Agreement shall be 3 years commencing on August 5, 2015. The Employer will provide written notice to the Employee on or before May 5, 2018 of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

B. The Director of Human Resources shall at all times serve at the pleasure of the Administrator. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time, after August 5, 2015, from her position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the Administrator before expiration of the aforesaid term of employment and during such time that Employee is willing and

able to perform her duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Administrator that she resign, then, in that event, Employee may, at her option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the Director of Human Resources Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the Administrator may from time to time assign.

B. The Director of Human Resources is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Director of Human Resources.

C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

D. Employee will maintain on file with the Employer her current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.

E. In the event the Employee becomes mentally or physically incapable of performing the Director of Human Resources job duties, the Employer will comply with the law in regard to separating the Director of Human Resources from employment.

Section 4: PERFORMANCE EVALUATION

The Administrator shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the Administrator. Specific criterion may be added or deleted as the Administrator may determine.

Section 5: SALARY

Employer agrees to pay the Director of Human Resources for her services rendered pursuant hereto a base salary of $11,060 per month (City of Madera Salary Schedule Range 513, Step F), effective the first pay check on or after July 1, 2015, payable in installments at the same time as the majority of the Employer's employees. The Administrator may review and adjust said base salary in such amounts and to such extent as the Administrator determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Effective the first pay check on or after July 1, 2016, employee will receive a three percent (3%) cost of living adjustment (COLA) to her base salary.

Effective the first pay check on or after July 1, 2017, employee will receive a three percent (3%) cost of living adjustment (COLA) to her base salary.

Employee desires to take a reduction in her compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full 8% Employee Contribution per Section 6.D. of the Agreement. Therefore, employee desires to contribute an equivalent amount of salary towards the Employer Contribution to CalPERS. These contributions toward the CalPERS Employer Contribution shall be made as an after tax payroll deduction and be equivalent to 2.375% of salary.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Employee shall annually be entitled to receive twenty-eight (28) days of Annual Leave to be credited to her account on July 1 of each year of the contract. Employee will be credited with 1 hour of additional leave for each hour of leave

actually taken in said period up to a total of 160 additional hours credited. Any annual leave not taken on or before the following June 30, of the following year shall be paid to the Employee as additional salary at the end of each fiscal year at the hourly rate then in effect. This benefit shall be in lieu of receiving any vacation, holiday, administrative, or sick leave.

Employee will receive an additional 3 days of annual leave for each 5 years of City service, up to a maximum of 12 additional days (20 years of service). Leave will be added to the "additional hours credited" bank and will not be available for cash-out.

In lieu of cashing out all leave at the end of the fiscal year, Employee will have the option to roll over up to 80 hours of leave each year. This leave will be added to the "additional hours credited" bank and will no longer be available for cash-out. Written notice of the desire to roll time over must be provided to the payroll department no later than June 15 of each year.

Employee has a sick leave balance as of August 5, 2015 from prior employment with the City of Madera. Sick leave shall be frozen and not increased. Such leave shall remain on the books as Employee sick leave to be used when and if Employee is ill, and has exhausted all other Annual Leave.

B. Sick Leave Cash Out

Because of prior service with the City of Madera, Employee will have a sick leave balance consistent with Section 6.A. of this Agreement. Employee may convert a percentage of sick leave time on the books to cash per resignation, retirement or termination from the City, or elect to have such time used as CalPERS Service Credit or to purchase Medical Benefits upon retirement.

Employee, with a minimum of five (5) years of service with the City of Madera, may cash-out under Option # 1 or purchase Medical Insurance as provided in Option #3 below. Employee, with twenty (20) years of service or more with the City of Madera, may select either Option #1 or Option #2 below. Option #4 does not require minimum years of City or Management Group service.

Cash-Out Without Health Insurance: (Option #1)
5 years of service - 10% cash-out unused sick leave on books
10 years of service - 25% cash-out unused sick leave on books
15 years of service - 30% cash-out unused sick leave on books
20 years of service - 50% cash-out unused sick leave on books
The percentage of cash-out shall be prorated based upon the number of years in service, to a maximum of 50%.

Cash-Out With Health Insurance: (Option #2)
Retiring employees with twenty years of service and receiving the medical insurance benefits as defined in Section 6.G. below, shall be eligible for a twenty

percent cash-out of sick leave, plus 1% cash-out added for each year of service exceeding 20 years to a maximum of 30%.

Purchase of Medical Insurance: (Option #3)
In lieu of Cash-Out or CalPERS Service Credit, Sick Leave may be used to fund City purchase of medical insurance under the provisions of Section 6.G. below, with the exception that twenty years of service is not required. Such purchase shall be accomplished by using the cash-out value as calculated in Option #1 above. In the event of death of an employee (retiree) prior to use of all Sick Leave for such purpose, the balance is forfeited.

Sick Leave Conversion: (Option #4)
An employee has the option to convert 100% of the remaining accrued sick leave not cashed out or used to purchase post-retirement medical insurance upon retirement to Service Credit as provided by contract amendment with CalPERS.

C. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	**Monthly Allowance**
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

D. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

E. Longevity Pay

In addition to the established base salary, Employee is eligible for longevity pay at the rate of 2 ½% for each five years of service as a management employee to a maximum of 10%.

F. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

G. City Paid Health Insurance Upon Retirement

Upon retirement, if Employee has twenty years of service with the City, at least three (3) of which are in a department head management position, and Employee is eligible for CalPERS retirement at the time of retirement, Employee is eligible for the health benefits noted below.

a) City pays 100% of the premium for medical coverage for employee (retiree) only with City plan through age 64. Employee pays dental and vision coverage if desired. Coverage for a spouse is available at the expense of retired Employee.

b) At age 65, or when eligible for Medicare if earlier, the City will pay or provide a health insurance benefits program which will be supplemental to Medicare. The program will cover only the retired Employee. The retired Employee must first obtain both parts A & B of Medicare.

If Employee qualifies for employer paid health insurance in retirement as outlined in paragraph one of this section, she has the opportunity to make an irrevocable election to receive a monthly payment, equivalent to the premium charged by the carrier/plan the employee is enrolled in at the time of retirement, in lieu of participation in the City medical plan. The monthly payment would be equal to the premium amount charged to cover one person. The payment will continue until the retiree reaches age 65 or becomes eligible for Medicare, whichever comes first. At age 65, or when eligible for Medicare if earlier, the City will provide a monthly payment equivalent to the premium charged by the Medicare supplement carrier/plan selected by the retiree from those available through the City at the time provided the retiree has subscribed to or enrolled in parts A & B of Medicare. The monthly payment will be equal to the premium amount charged to cover one person.

If, in the future, the City no longer offers the carrier/plan, the premium for the replacement plan would be used to determine the amount of monthly payment in lieu of participation in the health plan.

When making an election to receive the cash equivalent of the medical insurance premium, the retiring employee waives the right to participate in the City's medical insurance plan for themselves and any dependents except for the rights provided by COBRA continuation coverage.

An employee electing to exercise the option to receive the cash equivalent of the retiree medical insurance premium will only be able to cash out sick leave using Option #1 provided in Section 6.B. of this agreement.

H. Retiree Paid Health Insurance

If Employee does not qualify for City Paid Health Insurance Upon Retirement as outlined in Section 6.G. of this agreement, the City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retirees expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and her or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

I. Other

The Administrator shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the Director of Human Resources, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

J. Technology Allowance

Effective July 1, 2015, Employee will receive a monthly technology allowance of $75. Employee will not receive a City-issued cell phone or be provided with any type of wireless or data plan for a cell phone through the City's wireless carrier and will be expected to utilize her personal cell phone for City business. Employee's personal cell phone number must be available to the public.

Section 7: TERMINATION

The Director of Human Resources is an at-will employee and serves at the will and pleasure of the Administrator and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.

B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for her professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Director of Human Resources. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of

judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.

B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Director of Human Resources' employment.

C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Administrator, City of Madera, 205 West Fourth Street, Madera CA 93637

Employee: 20230 Brightwood Road, Madera, CA 93638

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.

C. This Agreement shall become effective commencing August 5, 2015.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Administrator, and duly attested by its City Clerk, and the Director of Human Resources has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

By: Wendy Silva
Wendy Silva

CITY OF MADERA

By:_____
David R. Tooley, City Administrator

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

CITY ADMINISTRATOR AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 5th day of August 5, 2015, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and David R. Tooley (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to continue to employ the services of David R. Tooley as City Administrator for the City of Madera; and

WHEREAS, it is the desire of the City Council of the Employer, hereinafter called "Council", to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said City Administrator; and

WHEREAS, David R. Tooley desires to be employed as City Administrator for said City of Madera; and

WHEREAS, the parties acknowledge that Employee is a member of the International City/County Management Association (ICMA) and that Employee is subject to the ICMA Code of Ethics.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

A. The term of this Agreement shall be five (5) years from December 14. 2013. The Employer will provide written notice to the Employee on or before September 14, 2018 of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

B. The City Administrator shall at all times serve at the pleasure of the Council. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time after August 5, 2015, from his position with Employer, upon 2 months advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the Council before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to six (6) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

   In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Council that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the City Administrator Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the Council may from time to time assign.

B. The City Administrator is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Administrator.

C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

D. Employee will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.

E. In the event the Employee becomes mentally or physically incapable of performing the City Administrator job duties, the Employer will comply with the law in regard to separating the City Administrator from employment.

Section 4: PERFORMANCE EVALUATION

The Council shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the Council. Specific criterion may be added or deleted as the Council may determine.

Section 5: SALARY

Employer agrees to continue to pay the City Administrator for his services rendered pursuant hereto a base salary of $17,907 per month effective the first paycheck on or after July 1, 2015, payable in installments at the same time as the majority of the Employer's employees. The Council may review and adjust said base salary annually thereafter in such amounts and to such extent as the Council determines. Said salary reviews will be conducted annually on the Employee's anniversary date.

Effective July 1, 2016, Employee will receive a3% cost of living adjustment (COLA) to his base salary.

Effective July 1, 2017, Employee will receive a 3% COLA to his base salary.

Employee has opted to make an irrevocable election to convert 7 days of leave to salary, equivalent to a 2.7% management incentive. Said management incentive is in addition to the base salary identified above. Employee's annual leave allotment provided in Section 6.A. reflects the modified leave amount.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Employee shall annually be entitled to receive 248 hours of Annual Leave to be credited to his account on July 1 of each year of the contract. Employee will be credited with 1 hour of additional leave for each hour of leave actually taken in said period up to a total of 176 additional hours credited. Any annual leave not taken on or before the following June 30, of the following year shall be paid to the Employee as additional salary at the end of each fiscal year at the hourly rate then in effect. This benefit shall be in lieu of receiving any vacation, holiday, administrative, or sick leave.

Employee will receive an additional 3 days of annual leave for each 5 years of City service, up to a maximum of 12 additional days (20 years of service). Leave will be added to the "additional hours credited" bank and will not be available for cash-out.

Employee desires to take a reduction in his compensation package equivalent to the 3% salary contribution Public Safety employees make towards the CalPERS Employee contribution, however, employee already pays the full 8% Employee Contribution per Section 6.D. of the Agreement. Therefore, employee desires to reduce his annual leave allotment in an amount equivalent to 3% of salary, or 63 hours. Because of this reduction, Employee's annual allotment to be credited on July 1 of each year of the contract shall be reduced from 248 hours to 185 hours of Annual Leave.

Employee has a sick leave balance from prior employment with the City of Madera. Sick leave shall be frozen and not increased. Such leave shall remain on the books as Employee sick leave to be used when and if Employee is ill, and has exhausted all other Annual Leave.

B. Sick Leave Cash Out

Because of prior service with the City of Madera, Employee will have a sick leave balance consistent with Section 6.A. of this Agreement. Employee may convert a percentage of sick leave time on the books to cash per resignation, retirement or termination from the City, or elect to have such time used as CalPERS Service Credit or to purchase Medical Benefits upon retirement. However, any conversion to cash for use as a cash payout or payment for insurance premiums that may be allowed under this Agreement shall be calculated at the hourly rate of the Employee in effect on July 1, 2001.

Employee, with a minimum of five (5) years of service with the City of Madera, may cash-out under Option # 1 or purchase Medical Insurance as provided in Option #3 below. Employee, with twenty (20) years of service or more with the City of Madera, may select either Option #1 or Option #2 below. Option #4 does not require minimum years of City or Management Group service.

<u>Cash-Out Without Health Insurance: (Option #1)</u>
5 years of service - 10% cash-out unused sick leave on books
10 years of service - 25% cash-out unused sick leave on books
15 years of service - 30% cash-out unused sick leave on books
20 years of service - 50% cash-out unused sick leave on books
The percentage of cash-out shall be prorated based upon the number of years in service, to a maximum of 50%.

<u>Cash-Out With Health Insurance: (Option #2)</u>
Retiring employees with twenty years of service and receiving the medical insurance benefits as defined in Section 6.G. below, shall be eligible for a twenty

percent cash-out of sick leave, plus 1% cash-out added for each year of service exceeding 20 years to a maximum of 30%.

Purchase of Medical Insurance: (Option #3)
In lieu of Cash-Out or CalPERS Service Credit, Sick Leave may be used to fund City purchase of medical insurance under the provisions of Section 6.G. below, with the exception that twenty years, of service is not required. Such purchase shall be accomplished by using the cash-out value as calculated in Option #1 above. In the event of death of an employee (retiree) prior to use of all Sick Leave for such purpose, the balance is forfeited.

Sick Leave Conversion: (Option #4)
An employee has the option to convert 100% of the remaining accrued sick leave not cashed out or used to purchase post-retirement medical insurance, upon retirement to Service Credit as provided by contract amendment with CalPERS.

C. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	**Monthly Allowance**
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

D. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

E. Longevity Pay

In addition to the established base salary, Employee is eligible for longevity pay at the rate of 2 ½% for each five years of service as a management employee to a maximum of 10%.

F. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

G. City Paid Health Insurance Upon Retirement

Upon retirement, if Employee has twenty years of service with the City, at least three (3) of which are in a department head management position, and Employee is eligible for CalPERS retirement at the time of retirement, Employee is eligible for the health benefits noted below.

a) City pays 100% of the premium for medical coverage for employee (retiree) only with City plan through age 64. Employee pays dental and vision coverage if desired. Coverage for a spouse is available at the expense of retired Employee.

b) At age 65, or when eligible for Medicare if earlier, the City will pay or provide a health insurance benefits program which will be supplemental to Medicare. The program will cover only the retired Employee. The retired Employee must first obtain both parts A & B of Medicare.

If Employee qualifies for employer paid health insurance in retirement as outlined in paragraph one of this section, he has the opportunity to make an irrevocable election to receive a monthly payment, equivalent to the premium charged by the carrier/plan the employee is enrolled in at the time of retirement, in lieu of participation in the City medical plan. The monthly payment would be equal to the premium amount charged to cover one person. The payment will continue until the retiree reaches age 65 or becomes eligible for Medicare, whichever comes first. At age 65, or when eligible for Medicare if earlier, the City will provide a monthly payment equivalent to the premium charged by the Medicare supplement carrier/plan selected by the retiree from those available through the City at the time provided the retiree has subscribed to or enrolled in parts A & B of Medicare. The monthly payment will be equal to the premium amount charged to cover one person.

If, in the future, the City no longer offers the carrier/plan, the premium for the replacement plan would be used to determine the amount of monthly payment in lieu of participation in the health plan.

When making an election to receive the cash equivalent of the medical insurance premium, the retiring employee waives the right to participate in the City's medical insurance plan for themselves and any dependents except for the rights provided by COBRA continuation coverage.

An employee electing to exercise the option to receive the cash equivalent of the retiree medical insurance premium will only be able to cash out sick leave using Option #1 provided in Section 6.B. of this agreement.

H. Retiree Paid Health Insurance

If Employee does not qualify for City Paid Health Insurance Upon Retirement as outlined in Section 6.G. of this agreement, the City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retirees expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and his or his spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

I. Other

The Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the City Administrator, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

The City Administrator is an at-will employee and serves at the will and pleasure of the Council and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.

B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Administrator. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.

B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the City Administrator's employment.

C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Council, City of Madera, 205 West Fourth Street, Madera CA 93637

Employee: 3203 Doubletree Way, Madera, CA 93637

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.

C. This Agreement shall become effective commencing August 5, 2015.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the City Administrator has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

By:_____
David R. Tooley

CITY OF MADERA

By:_____
Robert L. Poythress, Mayor

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

CITY CLERK AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 5th day of August, 2015, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Sonia Alvarez (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to continue to employ the services of Sonia Alvarez as City Clerk for the City of Madera; and

WHEREAS, it is the desire of the City Council of the Employer, hereinafter called "Council", to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said City Clerk; and

WHEREAS, Sonia Alvarez desires to be employed as City Clerk for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

A. The term of this Agreement shall be five (5) years from December 4, 2013. The Employer will provide written notice to the Employee on or before September 4, 2018 of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

B. The City Clerk shall at all times serve at the pleasure of the Council. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time after December 4, 2013, from her position with Employer, upon two (2) months advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the Council before expiration of the aforesaid term of employment and during such time that Employee is willing and able to

perform her duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to six (6) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Council that she resign, then, in that event, Employee may, at her option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the City Clerk Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the Council may from time to time assign.

B. The City Clerk is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Clerk.

C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

D. Employee will maintain on file with the Employer her current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.

E. In the event the Employee becomes mentally or physically incapable of performing the City Clerk job duties, the Employer will comply with the law in regard to separating the City Clerk from employment.

Section 4: PERFORMANCE EVALUATION

The Council shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the Council. Specific criterion may be added or deleted as the Council may determine.

Section 5: SALARY

Employer agrees to pay the City Clerk for her services rendered pursuant hereto a base salary of $9,009 per month effective the first paycheck on or after July 1, 2015, payable in installments at the same time as the majority of the Employer's employees. The Council may review and adjust said base salary annually thereafter in such amounts and to such extent as the Council determines. Said salary reviews will be conducted annually on the Employee's anniversary date (September 5).

Effective the first paycheck on or after July 1, 2016, Employee will receive a t 3% cost of living adjustment (COLA) to her base salary.

Effective the first paycheck on or after July 1, 2017, Employee will receive a 3% COLA to her base salary.

Employee has opted to make an irrevocable election to convert 7 days of leave to salary, equivalent to a 2.7% management incentive. Said management incentive is in addition to the base salary identified above. Employee's annual leave allotment provided in Section 6.A. reflects the modified leave amount.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Employee shall annually be entitled to receive 272 hours of Annual Leave to be credited to her account on July 1 of each year of the contract. Employee will be credited with 1 hour of additional leave for each hour of leave actually taken in said period up to a total of 152 additional hours credited. Any annual leave not taken on or before the following June 30, of the following year shall be paid to the Employee as additional salary at the end of each fiscal year at the hourly rate then in effect. This benefit shall be in lieu of receiving any vacation, holiday, administrative, or sick leave.

Employee will receive an additional 3 days of annual leave for each 5 years of City service, up to a maximum of 12 additional days (20 years of service). Leave will be added to the "additional hours credited" bank and will not be available for cash-out.

In lieu of cashing out all leave at the end of the fiscal year, Employee will have the option to roll over up to 80 hours of leave each year. This leave will be added to the "additional hours credited" bank and will no longer be available for cash-out. Written notice of the desire to roll time over must be provided to the payroll department no later than June 15 of each year.

Employee desires to take a reduction in her compensation package equivalent to the 2.375% salary contribution Miscellaneous employees make towards the CalPERS Employee contribution, however, employee already pays the full 8% Employee Contribution per Section 6.D. of the Agreement. Therefore, employee desires to reduce her annual leave allotment in an amount equivalent to 2.375% of salary, or 50 hours. Because of this reduction, Employee's annual allotment to be credited on July 1 of each year of the contract shall be reduced from 272 hours to 222 hours of Annual Leave.

Employee has a sick leave balance as of August 5, 2015 from prior employment with the City of Madera. Sick leave shall be frozen and not increased. Such leave shall remain on the books as Employee sick leave to be used when and if Employee is ill, and has exhausted all other Annual Leave.

B. Sick Leave Cash Out

Because of prior service with the City of Madera, Employee will have a sick leave balance consistent with Section 6.A. of this Agreement. Employee may convert a percentage of sick leave time on the books to cash per resignation, retirement or termination from the City, or elect to have such time used as CalPERS Service Credit or to purchase Medical Benefits upon retirement.

Employee, with a minimum of five (5) years of service with the City of Madera, may cash-out under Option # 1 or purchase Medical Insurance as provided in Option #3 below. Employee, with twenty (20) years of service or more with the City of Madera, may select either Option #1 or Option #2 below. Option #4 does not require minimum years of City or Management Group service.

Cash-Out Without Health Insurance: (Option #1)
5 years of service - 10% cash-out unused sick leave on books
10 years of service - 25% cash-out unused sick leave on books
15 years of service - 30% cash-out unused sick leave on books
20 years of service - 50% cash-out unused sick leave on books
The percentage of cash-out shall be prorated based upon the number of years in service, to a maximum of 50%.

Cash-Out With Health Insurance: (Option #2)
Retiring employees with twenty years of service and receiving the medical insurance benefits as defined in Section 6.H. below, shall be eligible for a twenty percent cash-out of sick leave, plus 1% cash-out added for each year of service exceeding 20 years to a maximum of 30%.

Purchase of Medical Insurance: (Option #3)
In lieu of Cash-Out or CalPERS Service Credit, Sick Leave may be used to fund City purchase of medical insurance under the provisions of Section 6.H. below, with the exception that twenty years of service is not required. Such purchase shall be accomplished by using the cash-out value as calculated in Option #1 above. In the event of death of an employee (retiree) prior to use of all Sick Leave for such purpose, the balance is forfeited.

Sick Leave Conversion: (Option #4)
An employee has the option to convert 100% of the remaining accrued sick leave not cashed out or used to purchase post-retirement medical insurance upon retirement to Service Credit as provided by contract amendment with CalPERS.

C. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	**Monthly Allowance**
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

D. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership

requirements. The Employee will pay all of the Employee Contribution for the plan in pre tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

E. Longevity Pay

In addition to the established base salary, Employee is eligible for longevity pay at the rate of 2 ½% for each five years of service as a management employee to a maximum of 10%.

F. Automobile Allowance

Employee will be provided with a $500 per month automobile allowance for use of her personal vehicle while conducting City business. Employee will not be eligible for any additional mileage or vehicle reimbursement for use of her personal vehicle.

G. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

H. City Paid Health Insurance Upon Retirement

Upon retirement, if Employee has twenty years of service with the City, at least three (3) of which are in a department head management position, and Employee is eligible for CalPERS retirement at the time of retirement, Employee is eligible for the health benefits noted below.

a) City pays 100% of the premium for medical coverage for employee (retiree) only with City plan through age 64. Employee pays dental and vision coverage if desired. Coverage for a spouse is available at the expense of retired Employee.

b) At age 65, or when eligible for Medicare if earlier, the City will pay or provide a health insurance benefits program which will be supplemental to Medicare. The program will cover only the retired Employee. The retired Employee must first obtain both parts A & B of Medicare.

If Employee qualifies for employer paid health insurance in retirement as outlined in paragraph one of this section, she has the opportunity to make an irrevocable election to receive a monthly payment, equivalent to the premium charged by the carrier/plan the employee is enrolled in at the time of retirement, in lieu of participation in the City medical plan. The monthly payment would be equal to the premium amount charged to cover one person. The payment will continue until the retiree reaches age 65 or becomes eligible for Medicare, whichever comes first. At

age 65, or when eligible for Medicare if earlier, the City will provide a monthly payment equivalent to the premium charged by the Medicare supplement carrier/plan selected by the retiree from those available through the City at the time provided the retiree has subscribed to or enrolled in parts A & B of Medicare. The monthly payment will be equal to the premium amount charged to cover one person.

If, in the future, the City no longer offers the carrier/plan, the premium for the replacement plan would be used to determine the amount of monthly payment in lieu of participation in the health plan.

When making an election to receive the cash equivalent of the medical insurance premium, the retiring employee waives the right to participate in the City's medical insurance plan for themselves and any dependents except for the rights provided by COBRA continuation coverage.

An employee electing to exercise the option to receive the cash equivalent of the retiree medical insurance premium will only be able to cash out sick leave using Option #1 provided in Section 6.B. of this agreement.

I. Retiree Paid Health Insurance

If Employee does not qualify for City Paid Health Insurance Upon Retirement as outlined in Section 6.G. of this agreement, the City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retirees expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and her or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

J. Technology Allowance

Employee will receive a monthly technology allowance of $75. Employee will not receive a City-issued cell phone or be provided with any type of wireless or data plan through the City's wireless carrier and will be expected to utilize her personal cell phone for City business. Employee's personal cell phone number must be available to the public.

K. Other

The Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the City Clerk, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

The City Clerk is an at-will employee and serves at the will and pleasure of the Council and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.

B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for her professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Clerk. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.

B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the City Clerk's employment.

C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Council, City of Madera, 205 West Fourth Street, Madera CA 93637

Employee: 1101 Malta Avenue, Madera, CA 93638

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.

C. This Agreement shall become effective commencing August 5, 2015.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Council, and duly attested by its Deputy City Clerk, and the City Clerk has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

By: Sonia Alvarez
Sonia Alvarez

CITY OF MADERA

By:_____
Robert L. Poythress, Mayor

ATTEST

By:_____
Gabriel Rodriguez, Deputy City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

CITY ATTORNEY AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 5th day of August, 2015, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Joel Brent Richardson (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to continue to employ the services of Joel Brent Richardson as City Attorney for the City of Madera; and

WHEREAS, it is the desire of the City Council of the Employer, hereinafter called "Council", to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said City Attorney; and

WHEREAS, Joel Brent Richardson desires to be employed as City Attorney for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

A. The term of this Agreement shall be five (5) years from October 19, 2013. The Employer will provide written notice to the Employee on or before July 20, 2018 of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

B. The City Attorney shall at all times serve at the pleasure of the Council. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time after the effective date of this Agreement, from his position with Employer, upon 1 month's advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the Council before expiration of the aforesaid term of employment and during such time that Employee is willing and able to

perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to six (6) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination.

In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Council that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the City Attorney Job Description on file with the Office of the City Attorney and referred to for more particulars, and to perform such other duties as the Council may from time to time assign.

B. The City Attorney is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Attorney.

C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

D. Employee will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.

E. In the event the Employee becomes mentally or physically incapable of performing the City Attorney job duties, the Employer will comply with the law in regard to separating the City Attorney from employment.

Section 4: PERFORMANCE EVALUATION

The Council shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the Council. Specific criterion may be added or deleted as the Council may determine.

Section 5: SALARY

Employer agrees to pay the City Attorney for his services rendered pursuant hereto a base salary of $16,137 per month effective the first paycheck on or after July 1, 2015, payable in installments at the same time as the majority of the Employer's employees. The Council may review and adjust said base salary annually thereafter in such amounts and to such extent as the Council determines. Said salary reviews will be conducted annually on the Employee's anniversary date.

Effective the first paycheck on or after July 1, 2016, Employee will receive a 3% cost of living adjustment (COLA) to his base salary.

Effective the first paycheck on or after July 1, 2017, Employee will receive a 3% COLA to his base salary.

Employee has opted to make an irrevocable election to convert 7 days of leave to salary, equivalent to a 2.7% management incentive. Said management incentive is in addition to the base salary identified above. Employee's annual leave allotment provided in Section 6.A. reflects the modified leave amount.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Employee shall annually be entitled to receive 31 days of Annual Leave to be credited to his account on July 1 of each year of the contract. Employee will be credited with 1 hour of additional leave for each hour of leave actually taken in said period up to a total of 176 additional hours credited. Any annual leave not taken on or before the following June 30, of the following year shall be paid to the Employee as additional salary at the end of each fiscal year at the hourly rate then in effect. This benefit shall be in lieu of receiving any vacation, holiday, administrative, or sick leave.

Employee desires to take a reduction in his compensation package equivalent to the 2.375% salary contribution Miscellaneous employees make towards the CalPERS Employee contribution, however, employee already pays the full 8% Employee Contribution per Section 6.C. of the Agreement. Therefore, employee desires to reduce his annual leave allotment in an amount equivalent to 2.375% of salary, or 50 hours. Because of this reduction, Employee's annual allotment to be

credited on July 1 of each year of the contract shall be reduced from 31 days (248 hours) to 198 hours of Annual Leave.

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	**Monthly Allowance**
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

C. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

D. Longevity Pay

In addition to the established base salary, Employee is eligible for longevity pay at the rate of 2 ½% for each five years of service as a management employee to a maximum of 10%.

E. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

F. City Paid Health Insurance Upon Retirement

Upon retirement, if Employee has twenty years of service with the City, at least three (3) of which are in a department head management position, and Employee is eligible for CalPERS retirement at the time of retirement, Employee is eligible for the health benefits noted below.

a) City pays 100% of the premium for medical coverage for employee (retiree) only with City plan through age 64. Employee pays dental and vision coverage if desired. Coverage for a spouse is available at the expense of retired Employee.

b) At age 65, or when eligible for Medicare if earlier, the City will pay or provide a health insurance benefits program which will be supplemental to Medicare. The program will cover only the retired Employee. The retired Employee must first obtain both parts A & B of Medicare.

If Employee qualifies for employer paid health insurance in retirement as outlined in paragraph one of this section, he has the opportunity to make an irrevocable election to receive a monthly payment, equivalent to the premium charged by the carrier/plan the employee is enrolled in at the time of retirement, in lieu of participation in the City medical plan. The monthly payment would be equal to the premium amount charged to cover one person. The payment will continue until the retiree reaches age 65 or becomes eligible for Medicare, whichever comes first. At age 65, or when eligible for Medicare if earlier, the City will provide a monthly payment equivalent to the premium charged by the Medicare supplement carrier/plan selected by the retiree from those available through the City at the time provided the retiree has subscribed to or enrolled in parts A & B of Medicare. The monthly payment will be equal to the premium amount charged to cover one person.

If, in the future, the City no longer offers the carrier/plan, the premium for the replacement plan would be used to determine the amount of monthly payment in lieu of participation in the health plan.

When making an election to receive the cash equivalent of the medical insurance premium, the retiring employee waives the right to participate in the City's medical insurance plan for themselves and any dependents except for the rights provided by COBRA continuation coverage.

An employee electing to exercise the option to receive the cash equivalent of the retiree medical insurance premium will only be able to cash out sick leave using Option #1 provided in Section 6.B. of this agreement.

G. Retiree Paid Health Insurance

If Employee does not qualify for City Paid Health Insurance Upon Retirement as outlined in Section 6.G. of this agreement, the City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retirees expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and his or his spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

H. Technology Allowance

Employee will receive a monthly technology allowance of $75. Employee will not receive a City-issued cell phone or be provided with any type of wireless or data plan through the City's wireless carrier and will be expected to utilize his personal cell phone for City business. Employee's personal cell phone number must be available to the public.

I. Other

The Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the City Attorney, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

The City Attorney is an at-will employee and serves at the will and pleasure of the Council and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.

B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Attorney. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.

B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the City Attorney's employment.

C. Employee is responsible for submitting to the City Attorney the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Council, City of Madera, 205 West Fourth Street, Madera CA 93637

Employee: 1780 North Dartmouth, Clovis, CA 93619

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.

C. This Agreement shall become effective commencing August 5, 2015.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Council, and duly attested by its City Clerk, and the City Attorney has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

By:_____
Joel Brent Richardson

CITY OF MADERA

By:_____
Robert L. Poythress, Mayor

ATTEST

By:_____
Sonia Alvarez, City Clerk

EXECUTIVE DIRECTOR OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 5th day of August 2015, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and James E. Taubert (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to continue to employ the services of James E. Taubert as Executive Director of the Successor Agency to the Former Madera Redevelopment Agency, hereinafter called "Executive Director," for the City of Madera; and

WHEREAS, it is the desire of the City Council of the Employer, hereinafter called "Council", to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Executive Director; and

WHEREAS, James E. Taubert desires to be employed as Executive Director for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

A. The term of this Agreement shall be five (5) years from December 14, 2013. The Employer will provide written notice to the Employee on or before September 14, 2018 of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

B. The Executive Director shall at all times serve at the pleasure of the Council. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time after August 5, 2015, from his position with Employer, upon 2 months advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the Council before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to six (6) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

   In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Council that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the Executive Director Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the Council may from time to time assign.

B. The Executive Director is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Executive Director.

C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

D. Employee will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.

E. In the event the Employee becomes mentally or physically incapable of performing the Executive Director job duties, the Employer will comply with the law in regard to separating the Executive Director from employment.

Section 4: PERFORMANCE EVALUATION

The Council shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the Council. Specific criterion may be added or deleted as the Council may determine.

Section 5: SALARY

Employer agrees to pay the Executive Director for his services rendered pursuant hereto a base salary of $13,943 per month effective the first paycheck on or after July 1, 2015, payable in installments at the same time as the majority of the Employer's employees. The Council may review and adjust said base salary annually thereafter in such amounts and to such extent as the Council determines. Said salary reviews will be conducted annually on the Employee's anniversary date.

Effective the first paycheck on or after July 1, 2016, Employee will receive a 3% cost of living adjustment (COLA) to his base salary.

Effective the first paycheck on or after July 1, 2017, Employee will receive a 3% COLA to his base salary.

Employee has opted to make an irrevocable election to convert 7 days of leave to salary, equivalent to a 2.7% management incentive. Said management incentive is in addition to the base salary identified above. Employee's annual leave allotment provided in Section 6.A. reflects the modified leave amount.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Employee shall annually be entitled to receive 248 hours of Annual Leave to be credited to his account on July 1 of each year of the contract. Employee will be credited with 1 hour of additional leave for each hour of leave actually taken in said period up to a total of 176 additional hours credited. Any annual leave not taken on or before the following June 30, of the following year shall be paid to the Employee as additional salary at the end of each fiscal year at the hourly rate then in effect.

This benefit shall be in lieu of receiving any vacation, holiday, administrative, or sick leave.

Employee will receive an additional 3 days of annual leave for each 5 years of City service, up to a maximum of 12 additional days (20 years of service). Leave will be added to the "additional hours credited" bank and will not be available for cash-out.

Employee has a sick leave balance from prior employment with the City of Madera. Sick leave shall be frozen and not increased. Such leave shall remain on the books as Employee sick leave to be used when and if Employee is ill, and has exhausted all other Annual Leave.

B. Sick Leave Cash Out

Because of prior service with the City of Madera, Employee will have a sick leave balance consistent with Section 6.A. of this Agreement. Employee may convert a percentage of sick leave time on the books to cash per resignation, retirement or termination from the City, or elect to have such time used as CalPERS Service Credit or to purchase Medical Benefits upon retirement. However, any conversion to cash for use as a cash payout or payment for insurance premiums that may be allowed under this Agreement shall be calculated at the hourly rate of the Employee in effect on July 1, 2001.

Employee, with a minimum of five (5) years of service with the City of Madera, may cash-out under Option # 1 or purchase Medical Insurance as provided in Option #3 below. Employee, with twenty (20) years of service or more with the City of Madera, may select either Option #1 or Option #2 below. Option #4 does not require minimum years of City or Management Group service.

Cash-Out Without Health Insurance: (Option #1)
5 years of service - 10% cash-out unused sick leave on books
10 years of service - 25% cash-out unused sick leave on books
15 years of service - 30% cash-out unused sick leave on books
20 years of service - 50% cash-out unused sick leave on books
The percentage of cash-out shall be prorated based upon the number of years in service, to a maximum of 50%.

Cash-Out With Health Insurance: (Option #2)
Retiring employees with twenty years of service and receiving the medical insurance benefits as defined in Section 6.G. below, shall be eligible for a twenty percent cash-out of sick leave, plus 1% cash-out added for each year of service exceeding 20 years to a maximum of 30%.

Purchase of Medical Insurance: (Option #3)
In lieu of Cash-Out or CalPERS Service Credit, Sick Leave may be used to fund City purchase of medical insurance under the provisions of Section 6.G. below,

with the exception that twenty years, of service is not required. Such purchase shall be accomplished by using the cash-out value as calculated in Option #1 above. In the event of death of an employee (retiree) prior to use of all Sick Leave for such purpose, the balance is forfeited.

Sick Leave Conversion: (Option #4)
An employee has the option to convert 100% of the remaining accrued sick leave not cashed out or used to purchase post-retirement medical insurance, upon retirement to Service Credit as provided by contract amendment with CalPERS.

C. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

In lieu of medical benefits, Employer shall pay an amount equal to $1,970.04 per month effective July 1, 2015 into the deferred compensation plan on Employee's behalf. This is equal to the City contribution towards family health coverage received by other management employees.
Employee may opt to enroll in the City's medical benefits at his discretion. Such enrollment will be effective the first of the month following 30 days written notice of the desire to enroll presented to the City's Human Resources Department. Upon the effective date of medical benefit enrollment, the above in lieu payments to the deferred compensation plan will cease and Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. That contribution will be as follows:

Enrollment Level	**Monthly Allowance**
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

D. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan

in pre tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

E. Longevity Pay

In addition to the established base salary, Employee is eligible for longevity pay at the rate of 2 ½% for each five years of service as a management employee to a maximum of 10%. By prior agreement, Employee received credit on a year-for-year basis for Employee's service with the County of Madera's Industrial Development Commission. Such credit was not to exceed 6 years of service and the credit was to be used for all legal purposes including but not limited to vacation accrual and longevity pay.

F. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

G. City Paid Health Insurance Upon Retirement

Upon retirement, if Employee has twenty years of service with the City, at least three (3) of which are in a department head management position, and Employee is eligible for CalPERS retirement at the time of retirement, Employee is eligible for the health benefits noted below.

a) City pays 100% of the premium for medical coverage for employee (retiree) only with City plan through age 64. Employee pays dental and vision coverage if desired. Coverage for a spouse is available at the expense of retired Employee.

b) At age 65, or when eligible for Medicare if earlier, the City will pay or provide a health insurance benefits program which will be supplemental to Medicare. The program will cover only the retired Employee. The retired Employee must first obtain both parts A & B of Medicare.

If Employee qualifies for employer paid health insurance in retirement as outlined in paragraph one of this section, he has the opportunity to make an irrevocable election to receive a monthly payment, equivalent to the premium charged by the carrier/plan the employee is enrolled in at the time of retirement, in lieu of participation in the City medical plan. The monthly payment would be equal to the premium amount charged to cover one person. The payment will continue until the retiree reaches age 65 or becomes eligible for Medicare, whichever comes first. At age 65, or when eligible for Medicare if earlier, the City will provide a monthly payment equivalent to the premium charged by the Medicare supplement carrier/plan selected by the retiree from those available through the City at the time provided the retiree has subscribed to or enrolled in parts A & B of Medicare.

The monthly payment will be equal to the premium amount charged to cover one person.

If, in the future, the City no longer offers the carrier/plan, the premium for the replacement plan would be used to determine the amount of monthly payment in lieu of participation in the health plan.

When making an election to receive the cash equivalent of the medical insurance premium, the retiring employee waives the right to participate in the City's medical insurance plan for themselves and any dependents except for the rights provided by COBRA continuation coverage.

An employee electing to exercise the option to receive the cash equivalent of the retiree medical insurance premium will only be able to cash out sick leave using Option #1 provided in Section 6.B. of this agreement.

H. Retiree Paid Health Insurance

If Employee does not qualify for City Paid Health Insurance Upon Retirement as outlined in Section 6.G. of this agreement, the City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retirees expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and his or his spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

I. Other

The Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Executive Director, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Additionally, the Council agrees that the Executive Director will receive all other benefits received by Management employees as a group.

Section 7: TERMINATION

The Executive Director is an at-will employee and serves at the will and pleasure of the Council and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.

B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Executive Director. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.

B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Executive Director's employment.

C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Council, City of Madera, 205 West Fourth Street, Madera CA 93637

Employee: 3077 Fairmont Court, Madera, CA 93637

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.

C. This Agreement shall become effective commencing August 5, 2015.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Council, and duly attested by its City Clerk, and the Executive Director has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

By:_____
James E. Taubert

CITY OF MADERA

By:_____
Robert L. Poythress, Mayor

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

Return to Agenda

REPORT TO CITY COUNCIL

Council Meeting of August 5, 2015

Agenda Item Number B-4

Approved by:

Department Director

City Administrator

Consideration of a Resolution Approving a Memorandum of Understanding between the City of Madera and the Madera Police Officers' Association and Authorizing the City Administrator to Sign the Memorandum

RECOMMENDATION

It is recommended Council approve the Memorandum of Understanding (MOU) between the City of Madera (City) and the Madera Police Officers' Association (MPOA) and authorize the City Administrator to sign the memorandum.

HISTORY

The existing MOU between the City and MPOA expired June 30, 2015. Representatives of the City and MPOA met and conferred in good faith and have reached agreement on the terms of a new MOU.

SITUATION

The proposed MOU provides for the following:

- A three year agreement, effective through June 30, 2018.
- Effective 7/1/2015, base pay will be adjusted to market median if not already at market median. After the market adjustment, if applicable, all employees represented by this unit will receive a 5% cost of living adjustment (COLA).
- Effective 7/1/2016 and 7/1/2017, all employees represented by this unit will receive a 3% COLA.
- The City's contribution toward medical, dental and vision insurance will be equal to the total premium for said plan based on enrollment level (employee only, employee + 1, or employee + family)
- Bilingual pay will be offered for American Sign Language in addition to current bilingual pay for Spanish/English fluency. The City and MPOA will also be exploring bilingual pay options for Latin American indigenous

languages. Employees will not be able to receive a bilingual pay incentive for more than one language.

- Openers were included for negotiation of health and retirement contributions in 2016 and 2017.
- Family Sick Leave provisions were updated to provide for compliance with AB1522.
- Past practice related to paid holidays when an employee is on unpaid leave was captured. MPOA is slightly different than other bargaining units in that members accrue holiday leave on a per pay period basis due to the nature of their public safety work schedule. Under the new MOU, an employee must be in a paid status for at least 50% of the pay period to accrue holiday leave.

A revised MOU reflecting these changes is on file with the office of the City Clerk and referred to for further particulars.

FISCAL IMPACT

All positions represented by MPOA are budgeted in the City's general fund. The estimated cost of the increased base compensation in the agreement in Fiscal Year 2015-16 is $239,495. The new contribution for health benefits was not included in the proposed 2015-16 budget. The new health plans and proposed City contribution will represent a savings of approximately $118,762 that will offset some of the compensation increase.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Labor relations between the City and its respective bargaining units are not specifically addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MADERA AND THE
MADERA POLICE OFFICERS' ASSOCIATION
AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE MEMORANDUM

WHEREAS, the City of Madera (City) wishes to establish reasonable rules, regulations and compensation for its staff within the financial limits of the organization; and

WHEREAS, a Memorandum of Understanding (MOU) between the City and the Madera Police Officers' Association (MPOA) expired June 30, 2015; and

WHEREAS, in accordance with the Meyers Milias Brown Act, the City of Madera has met and conferred in good faith with MPOA to negotiate a successor MOU; and

WHEREAS, an MOU has been prepared, and such MOU is acceptable to both parties.

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

1. The Memorandum of Understanding between the City of Madera and the Madera Police Officers' Association for August 5, 2015-June 30, 2018, on file with the Office of the City Clerk and referred to for further particulars, is approved.

2. The City Administrator is authorized to sign the Memorandum of Understanding on behalf of the City of Madera.

3. This resolution is effective immediately upon adoption.

* *

MEMORANDUM OF UNDERSTANDING BETWEEN THE

CITY OF MADERA

AND

THE MADERA POLICE OFFICERS' ASSOCIATION

Effective August 5, 2015 to June 30, 2018

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Article I - Introduction

The duly authorized representatives of the City of Madera, hereinafter referred to as the City, and the Police Officers' Association, hereinafter referred to as the Association having met and conferred in good faith do hereby jointly prepare and execute this Memorandum of Understanding (MOU).

It is the purpose of this MOU to affirm, promote and provide for harmonious relations, cooperation and understanding between the City and the employees covered by this agreement. It is also intended to provide an equitable means of resolving any misunderstanding or differences, which may arise regarding wages, hours and other terms and conditions of employment.

Article 2 - Full Understanding

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other existing understanding or agreement by the parties, whether formal or informal, regarding any such matters are hereby terminated in their entirety.

This MOU shall govern in case of conflict with provisions with existing City and Department rules, regulations, and ordinances pertaining to wages, hours and other terms and conditions of employment. Otherwise existing City and Department rules, regulations, and ordinances shall be effective and the City Council retains its power to legislate or take other appropriate actions not in conflict with the MOU.

Article 3 - Discrimination

No employee or prospective employee shall be employed, promoted, demoted or discharged or in any way favored, disadvantaged or discriminated against in any respect because of age, race, creed, color, national origin, sex, disability, political opinion or affiliation or association membership or activity.

Article 4 - Employee & Employer Rights

The City and the Association agree this Memorandum of Understanding does not, in any manner, abridge, modify or restrict the rights and prerogatives of the employees and the City as set forth in Resolution 4775 of the City of Madera and by this reference, said Resolution is incorporated herein as though set forth in full. It is further understood that said rights and prerogatives of the City include, but are not limited to, determinations as to levels of service, staffing levels, work schedules, overtime assignments and approval, number and location of work stations, nature of work to be performed, contracting for any work or operation, employee performance standards including, but not limited to, quality and quantity standards, and reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City and service, except where otherwise provided for in this MOU. It is understood that the practical consequences upon matters within the scope of representation resulting from the exercise of City rights may be the subject of a grievance.

Article 5 - Existing Practices And/Or Benefits

Existing practices and/or benefits provided by ordinance or resolution of the City Council, Municipal Code, Police Department Manual, Personnel Rules and Regulations, or which are otherwise referenced in this MOU, shall be provided in accordance therewith.

Existing practices and/or benefits which are not referenced in the MOU shall continue without change unless modified or abolished by mutual agreement of the parties. The parties will make a best effort to identify any such practices and/or benefits during the term of the agreement, with the intent to include such in the next agreement and abolish this provision.

Article 6 - Hours of Work

Regular scheduled work hours will be assigned and managed by the Department. The schedule for sworn personnel includes 160 hours in a 28 day work period. Depending upon assignment, the regular work shift of sworn personnel may include 12, 10 or 8 hours of work. If in the sole discretion of the Chief of Police, there is sufficient staffing in patrol to provide 10.0 hour shifts in a 4 day work week totaling 160 hours in a 28 day work period, the City may change to this schedule for patrol after providing a 30 calendar day notice to assigned officers and the Association.

To accommodate preplanned staffing for training and community events, upon providing a minimum of 120 hours notice, the Chief of Police may require an employee to adjust his/her normally scheduled work hours within a pay period to accommodate the preplanned training/community events, which would otherwise generate overtime. The employee may waive the 120 hour notice at his/her option.

Public Safety Dispatchers work a 12 hour shift for a total of 84 hours in a two week period. With this schedule, overtime compensation will be provided for all hours worked beyond 40 in a workweek.

Records Clerks and the Property and Evidence Officers are scheduled to work five 8 hour days Monday through Friday.

Article 7 - Salary

The salary schedule attached as Exhibit A reflects the salary plan to be effective retroactive to the first paycheck on or after 7/1/2015. This salary plan reflects an adjustment to market median for any position not currently at market median based on the results of the completed compensation study. Additionally, this salary plan reflects a 5% cost of living adjustment for all positions after the market adjustment.

Effective the first paycheck on or after 7/1/2016, all employees represented by this MOU will receive a 3% cost of living adjustment.

Effective the first paycheck on or after 7/1/2017, all employees represented by this MOU will receive a 3% cost of living adjustment.

Article 8 - Overtime (Excluding Call Back)

Authorized hours beyond the regularly scheduled hours are to be paid at the applicable overtime or other rate of pay as defined in the MOU. Scheduled shift hours require the employee to work or use leave benefits to total the required number of hours per pay period.

Overtime compensation shall be at the rate of one and one-half times the standard rate for hours worked in excess of the regularly scheduled hours in a workday.

Overtime compensation may be taken either in cash or compensatory time off (C.T.O.) at the option of the employee. There shall be a limit of 200 hours placed upon the total amount of compensatory time, which an employee may accumulate, on the books.

Any CTO on the books, after the last payroll in October has been processed, will be paid with the first payroll in November to reduce CTO to a zero balance.

Article 9a - Call Back for Court Time

Employees required to return to duty for court appearances during "off-duty" hours will be compensated (either pay or comp time) a minimum of three (3) hours of work at time and one half. For the purpose of this section, "off-duty" hours are those commencing from the time an employee concludes a work period and leaves the work site to three (3) hours prior to the commencement of the next scheduled work assignment. Payment for call back during the three (3) hours prior to the commencement of the next scheduled work assignment shall be at time and one-half for the actual time worked.

Article 9b – Call Back Other Than Court Time

Effective April 1, 2005, employees required to return for required assignments other than court during off-duty hours, will be compensated (either pay or comp time) a minimum of four (4) hours of work at time and one half. For the purpose of this section, "off-duty" hours are those commencing from the time an employee concludes a work period and leaves the work site to four (4) hours prior to the commencement of the next scheduled work assignment. Payment for call back during the four (4) hours prior to the commencement of the next scheduled work assignment shall be at time and one-half for the actual time worked.

Article 10 - Differential Pay

Employees required to work six or more hours between 1900 hours of one day and 0700 hours of the following day, will receive an additional $7 per shift for non-sworn and $10 per shift for sworn staff for each shift actually worked. Differential pay does not apply to vacation or sick leave time off. The City is not responsible for compensation regarding the switching/trading off of shifts.

Article 11 - Stand By Compensation

An employee placed on any type of stand-by through the authority of the Chief of Police shall receive forty dollars ($40.00) per day. Standby pay will be paid in whole day increments.

Detectives who are assigned to work standby will work in one (1) week increments. The week of standby will be defined as Thursday at 6 p.m. to the following Thursday at 6 p.m. (equivalent to 7 days). However, if the detective is required to return to duty during the standby shift, call back pay will be provided for the duration of the call back assignment consistent with the call back pay provisions in this MOU.

During the standby period the assigned detective is required to be: ready to respond to calls, reachable by phone or pager, able to return to work within 45 minutes of being called and is to refrain from activities which might impair their ability to safely perform assigned duties.

Standby assignments are to be made on a rotational basis. The detective assigned to work standby for a given week is to provide as much advance notice as is possible when not able to work the scheduled standby shift. Requests to forego a standby shift must be approved by the Chief of Police or his designee.

Article 12 – Holiday Hours Defined

The City agrees to permit the following as holidays subject to current City holiday policy:

New Years Day
Martin Luther King Birthday
Presidents Day
Good Friday (4 hours)
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
Winter Holiday (4 hours) either the last assigned workday prior to Christmas Day or New Years Day, as assigned by the employee's supervisor.

The recognized holidays equate to 96 hours; 96 hours per calendar year equals accrual of 3.6923 hours per pay period. Holiday time accrues on a per pay period basis for each pay period an employee is in a paid status at least 50% or more of the pay period. For all personnel 50% of a pay period is 40 hours.

Article 13 - Holiday - Anniversary Date

Each employee shall receive the date known as their "employee anniversary date" (month and day of appointment to a regular position) as a holiday. This holiday will be added to vacation time at a straight time pay rate. Credit for the Holiday - Anniversary Date will only be given after the employee's anniversary date has passed.

Article 14 - Holiday Pay Policy

1. An employee may accumulate a maximum of 80 hours of holiday time. Accumulated time exceeding 80 hours will be paid the following pay period. Any payment made from accumulated holiday time will be at the straight time rate.

2. Each employee may elect to cash out 40 hours of holiday time to be paid with the first paycheck in November.

3. Employees actually working on New Years Day, Thanksgiving Day, the Day After Thanksgiving, or Christmas Day will be paid at time and one half (1 ½) for actual hours worked on the holiday. Said pay rate of time and one half is the maximum rate of pay for any hours worked on the holiday.

Article 15 - Sick Leave

Current sick leave policy shall remain in effect as outlined in the City of Madera Personnel Rules and Regulations with the following additions:

Family Sick Leave:
Sick leave may be used to the limit of forty-eight hours each calendar year:

1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

    1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)

    1.2. Spouse or Registered Domestic Partner

    1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)

    1.4. Grandparent

    1.5. Grandchild.

    1.6. Sibling.

2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

    2.1. A temporary restraining order or restraining order.

2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such a leave is a part of sick leave accrual, not in addition to the annual accrual of Sick Leave. All conditions and restrictions placed by the City upon the use by an employee of sick leave for himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

Sick leave accrues on a per pay period basis at 3.6293 hours for each pay period an employee is in a paid status at least 50% or more of the pay period.
For all personnel 50% of a pay period is 40 hours.

Sick Leave Conversion:

PERS Sick Leave Conversion. Upon retirement, an employee may choose conversion of accrued sick leave to time in service for the calculation of retirement benefits instead of cash out. If the retiring employee does not elect conversion of this time to service credit a retiring employee may elect a cash out using the schedule below. Retiring employees also may elect to receive a cash out of accrued sick leave per the schedule below and convert the balance of sick leave to service credit.

Sick Leave Cash out. Sick leave is to be cashed out per the following schedule when an employee separates employment for reasons other than retirement or waives the sick leave conversion option available for retiring employees.

YEARS OF SERVICE	CASH-OUT	YEARS OF SERVICE	CASH-OUT
5	7.5%	13	19.5%
6	9.0%	14	21.0%
7	10.5%	15	22.5%
8	12.0%	16	24.0%
9	13.5%	17	25.5%
10	15.0%	18	27.0%
11	16.5%	19	28.5%
12	18.0%	20	30.0%

Article 16 - Vacation

Current vacation policies as outlined in the City of Madera Personnel Rules and Regulations will remain in effect, and the vacation accumulation schedule will be as follows:

COMPLETED YEARS = HOURS EARNED PER PAY PERIOD

0 - 5 yrs. continuous service	=	3.6923 hours per pay period
5 - 10 yrs. continuous service	=	4.6153 hours per pay period
10 - 15 yrs. continuous service	=	5.5384 hours per pay period
15 - 19 yrs. continuous service	=	6.1538 hours per pay period
20 plus yrs. continuous service	=	6.4615 hours per pay period

Vacation Leave accrues on a per pay period basis for each period an employee is in a paid status at least 50% or more of the period. For all personnel 50% of a period is 40 hours.

An employee may use Vacation Leave upon completing six months of continuous service. The primary objective of providing vacation time off benefits is to permit employees the opportunity for time away from work with pay. The accumulation limit is 360 hours.

Article 17 - Military Leave

An employee requesting Military Leave must furnish a copy of their official orders to their immediate supervisor and the Human Resources Department as far in advance as possible.

For the purposes of this MOU, active and inactive duty will be defined based on the Military and Veteran's Code as follows:

Active Duty: Active military training, encampment, naval cruises, special exercises, or similar activity as a member of the reserve corps or force of the armed forces of the United States, or the National Guard, or the Naval Militia.

Inactive Duty: Weekend drills as a member of an inactive unit of the National Guard or Reserves, or similar activity.

Consistent with its statutory obligation the City continues an employee's pay for the first 30 days of active duty in a given fiscal year. For the purposes of administering paid military leave, 180 hours of paid military leave is equivalent to 30 days. Employees requesting military leave for active duty beyond 180 hours may request a leave without pay or the use of vacation, comp or holiday time. Per Opinion No. 00-306 of the California Attorney General in regards to sections 395.03 and 395.05 of the Military and Veterans Code, the City is obligated to maintain 30 days of pay only one time per activation.

When requesting leave for inactive duty an employee may request a leave without pay or the use of vacation, comp or holiday time.

However, when an employee is called to active duty as a result of a Presidential declaration of war or military action the City will pay the employee the difference between their City and Military pay after verification of Military pay has been received by the City. Such salary continuation will be provided after an employee has exhausted 180 hours of paid military leave in the fiscal year as noted above. This salary continuation will cease when the employee is discharged from active duty or twelve (12) months after the date active duty commences, whichever comes first.

Employees called to active duty will remain eligible to accrue vacation (up to the maximum accrual noted in the MOU), sick leave and benefit dollars for each period in which the salary continuation benefits are paid. Uniform and/or Boot allowance for the fiscal year will also be prorated in recognition of the limited use during active military duty. If an employee has already received the Uniform and/or Boot allowance for the fiscal year, the employee will reimburse the City on a prorated basis in recognition of the limited use during active military duty.

An employee on Military Leave is to be reinstated to the position (or a position of similar seniority, status and pay) held prior to being called to active duty if: 1) the employee has given advance notice of military service, 2) the cumulative length of the absence including all previous absences from the position of employment by reason of military service does not exceed five years, and 3) the returning veteran reports or seeks to return to work within the time required by statute.

Article 18 - Leave Without Pay

The City Administrator or designee may grant an employee a leave of absence without pay for a period not to exceed six months. Under extraordinary circumstances the employee may request a six-month extension. The total amount of leave without pay shall not exceed one year.

Leave without pay may be granted only after all paid leave has been exhausted except when a person is receiving long term disability benefits, is unable to use their vacation due to the short duration of employment with the City or due to military leave.

Article 19 - Uniforms

The Chief of Police has the authority to require the wearing of a uniform. All employees required to wear, or maintain, a uniform shall be eligible for an annual uniform allowance. To help alleviate the tax implications of receiving the uniform allowance as a lump sum, the allowance will be paid on a per paid period basis.

	Annual	Per Pay Period
Sworn Officers	$1,016.86	$39.11
Non Sworn	$677.04	$26.04

All sworn personnel will be responsible for maintenance of their bullet proof vest. The City provides only the first vest and up to $3,000 in replacement vests per year based on the Police Chief's authorization.

Article 20 - Safety Equipment

Except as provided in Article 19 above, the City will provide all sworn officers with a weapon, holster and ammunition as specified by the Police Chief. The Department will provide individually assigned rain gear to Patrol personnel. All items of "safety equipment" provided by the City are property of the City and shall be maintained in good working order by the employee. Employees shall turn in City provided and City owned items upon separation from employment.

Article 21 - Retirement

The City of Madera is a member of the California Public Employees' Retirement System (CalPERS). The specific retirement benefits each employee receives are governed by the contract between the City and CalPERS as well as the Government Code. Any employee contributions for the plans outlined below will be made as a pre-tax deduction in accordance with applicable tax law. Employees shall pay for the employee's contribution to the 1959 Survivor Benefit.

Safety Employees

Classic Formula: 3% @ 50 with the retirement calculation based on single highest year for all employees who first worked for the City of Madera prior to April 21, 2012. The City will pay the Employer Contribution. Employees will pay 3% towards the Employee Contribution, with the City paying the remaining 6% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

Tier I Formula: 3% @ 55 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after April 21, 2012 and before January 1, 2013 OR employees employed on or after January 1, 2013 who have been members of CalPERS or a CalPERS reciprocal agency within 6 months of the date of hire. The City will pay the Employer Contribution. Employees will pay 3% towards

the Employee Contribution, with the City paying the remaining 6% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

PEPRA Formula: 2.7% @ 57 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after January 1, 2013 who were not previously CalPERS members or were CalPERS or CalPERS reciprocal system members but experienced a break in service of at least 6 months. The City will pay the Employer Contribution. Employees will pay the Employee Contribution as determined by CalPERS, currently 11.5%.

Miscellaneous Employees

Classic Formula: 2.5% @ 55 with the retirement calculation based on single highest year for all employees who first worked for the City of Madera prior to October 20, 2012. The City will pay the Employer Contribution. Employees will pay 2.375% towards the Employee Contribution, with the City paying the remaining 5.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

Tier I Formula: 2% @ 60 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after October 20, 2012 and before January 1, 2013 OR employees employed on or after January 1, 2013 who have been members of CalPERS or a CalPERS reciprocal agency within 6 months of the date of hire. The City will pay the Employer Contribution. Employees will pay 2.375% towards the Employee Contribution, with the City paying the remaining 4.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

PEPRA Formula: 2% @ 62 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after January 1, 2013 who were not previously CalPERS members or were CalPERS or CalPERS reciprocal system members but experienced a break in service of at least 6 months. The City will pay the Employer Contribution. Employees will pay the Employee Contribution as determined by CalPERS, currently 6.25%.

Article 22 - Retirement Contract Negotiations

The Association and the City agree to immediately meet and confer in the event the Federal government passes any legal legislative or regulatory action requiring the City to re-enact Social Security coverage. The termination of the retirement contract in Article 21 of this MOU will be discussed.

Article 23 - Deferred Compensation

Currently the City pays an amount equal to 4.2% of the non safety (non sworn) employees' gross salary into a deferred compensation plan. The 4.2% may be rounded up or down. The City does not provide such a contribution for the safety (sworn) employees.

Article 24 - Health Insurance

The City shall provide a monthly benefit dollar amount for each employee to purchase at a minimum employee only medical, dental, and vision coverage. The pay period equivalent of the benefit dollars will be paid each pay period an employee is in a paid status 50% or more of the period when eligible to participate in the health insurance plan. All employees receiving the benefit dollars will be required to participate in the premium conversion component of the IRS Section 125 plan at no cost to the employee.

The number of people the employee elects to enroll in the medical plan determines the amount of benefit dollars provided. If the cost of the employee benefit elections are less than the benefit dollars provided the remainder will be added to the employee check. If the cost of the employee benefit elections is greater than the benefit dollars provided, then the remainder will be deducted from the employee check. Employees can waive participation in the health insurance plan if they provide evidence of other coverage and such waiver of coverage does not increase the premium charged by the carriers.

Effective July 1, 2015, the schedule of monthly benefit dollars will be:

Coverage	Monthly Benefit Dollars
Waiver of Coverage	300.00
EE Only	743.25
EE+1	1352.05
EE+Family	1970.04

The City reserves the right to determine health plan carriers and will seek input from the bargaining units regarding the plan design of the standard benefits and possible voluntary optional benefits. Optional benefits include, but are not limited to, dependent coverage and participation in flexible spending accounts.

Plan design of the health care coverage (medical, dental and vision) will remain the same as provided in the previous MOU. However the Association agrees that the City may change the plan design when such action can be taken for the benefit of all bargaining units. Current and proposed health care benefits are defined in greater detail in the summary of benefits and evidence of coverage booklet for each carrier/plan.

The City provides term life insurance for employees in the Group in the amount of $25,000 coverage which includes accidental death and dismemberment (AD & D) coverage. The City also provides dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits

Article 25 - Retiree Health Insurance

City retirees may continue to participate in the City health plan offerings (medical, dental and vision) at the retirees expense untill age 65 or when eligible for Medicare, whichever comes

first. Retirees choosing to exercise this option will pay a monthly 2% administrative fee. Retiree and dependent coverage are available under this program.

Article 26 - Education Incentive

All personnel will be eligible for an education certificate incentive as follows. All incentives will be effective the first whole pay period following attainment of the incentivized achievement.

The Educational / POST incentives – "Compounded":

2.5 %	60 college units with a grade of C or better from an accredited institution
2.5 %	Intermediate POST Certificate
2.5 %	Advanced POST Certificate
5.0 %	BA or BS Degree from an accredited institution
12.50%	Total

Courses of study will be approved by the Chief of Police or his designee.

Article 27 - Education Reimbursement

Sworn and non-sworn personnel are eligible for job related educational reimbursement for courses with prior approval of the Chief of Police and a minimum passing grade of "C" as follows:

a) No Mileage, b) Books: 100%, c) Tuition: 100%

The 100% reimbursement is limited to a total of not more than $100 per unit, and $1800 per fiscal year.

Reimbursement requests must be submitted to the Human Resources department no later than 45 days after the completion of the course..

Article 28 - Bilingual Incentive

An employee represented by this MOU is eligible to earn pay above the normal pay rate if the employee passes a bilingual exam administered by the City as follows. No employee will be compensated for more than one identified bilingual skill (i.e. an employee represented by this unit cannot receive Spanish/English bilingual pay as well as ASL bilingual pay).

Successfully passing the Cooperative Personnel Services (CPS) "Spanish Bilingual Proficiency Test for Peace Officers", with a score of 5 or better. - $250 per month.

OR

Successfully passing the Cooperative Personnel Services (CPS) "Spanish Bilingual Proficiency Test, Social Services" as follows::

Minimum Spanish/English Social Services Exam Score	Monthly Bilingual Incentive
3	$150.00
4	$200.00
5	$250.00

OR

Successfully passing the American Sign Language Proficiency Interview (ASLPI):

Minimum ASLPI Exam Score	Monthly Bilingual Incentive
3	$150.00
4	$200.00
5	$250.00

The City and bargaining unit intend to provide a bilingual incentive for bargaining unit employees fluent in Latin American indigenous languages, however the parties have been unable to find an appropriate testing or certification tool at this time. The parties agree to explore testing or certification for Latin American indigenous languages and will negotiate a specific pay incentive for such bilingual skills once a testing or certification tool has been identified and agreed to by both parties.

The City Administrator shall determine the number of bilingual positions and tier levels needed for each department.

Article 29 - Canine Officers

A. Canine officer assignments are at the sole discretion of the Chief of Police. Selection for canine assignment and removal from such assignment may not be appealed or grieved, unless the removal is done for disciplinary reasons.

B. The Department has sole discretion and authority to establish and/or modify policies and procedures for canine assignments.

C. For purposes of developing an amount to compensate K-9 Officers for duties not directly related to law enforcement, and to meet the overtime requirements under the Fair Labor Standards Act, items i through xii in this Article have been used. K-9 duties not directly related to law enforcement, includes all duties and responsibilities needed to maintain a trained K-9, capable of being accepted into a Police K-9 program. This includes feeding and

caring for the animal and general conditioning/obedience training. While not specific to police work, this training is necessary to advance the canine to the next step of performing police work. The City does not expect this training be as extensive as that required to professionally "show" a K-9 in competition. However, this training is to maintain a level necessary for acceptance as a competitive hobbyist showing in sanctioned American Kennel Club competition, equivalent to "Open A Class", "C. D. X." designation.

D. Compensation for canine assignment is based upon an agreed time spent performing Dog Handling duties, separate and apart from the duties of a Police Officer, and includes, but is not limited to, feeding, grooming, training, exercising, transporting, obtaining veterinary care, purchasing food and supplies. The time a canine officer is on duty as a Police Officer utilizing the K-9 to assist with law enforcement duties is excluded from such time. This includes regularly scheduled shifts and overtime. The K-9 Officer's supervisor must authorize the overtime necessary to maintain the Police K-9's unique skills and abilities related to Police work should the time not be available during an officer's regular shift.

i. This time is estimated to average 3.5 hours per week.

ii. Pay for such time is at approximately $10 per hour.

iii. Such pay shall be made as a flat amount of $70 per two week pay period.

iv. In extraordinary circumstances, any Dog Handling duties which may exceed 3.5 hours in a given week must be authorized by the Chief of Police as overtime at the Dog Handled hourly rate of $10 per hour. Such time shall be paid at the straight time rate, unless it exceeds 40 hours in a week (Saturday through Friday).

v. No additional compensation for K-9 Officer assignments shall be made other than what is set forth in this agreement.

vi. Timekeeping for Dog Handler duties is not required, unless the 3.5 hour per week average is exceeded.

vii. Dog Handler pay, at $70 per pay period, does not affect a Police Officer's regular rate of pay for overtime as a Police Officer.

viii. To the extent permitted by CalPERS, Dog Handler pay is included as pay for retirement purposes.

ix. Actual cost of dog food, equipment supplies and veterinarian services will be paid by the City through accounts with designated vendors.

x. K-9 Officers shall have assigned vehicles. The vehicle shall only be used by the K-9 Officer and may be kept at the Officer's residence, except if needed in an emergency. Restrictions placed on other officers who have an assigned vehicle shall apply to K-9 Officers.

xi. Overtime for Officers with assigned vehicles, including K-9, when called out shall be from the time that they depart their residence until the time they return, unless the call out merges into the officer's assigned shift. In the event this occurs, compensation ends when the Officer goes off duty at the end of the shift.

xii. The K-9 is the property of the City of Madera, however, upon the retirement of the K-9 from Police work, the Officer shall have the first right to purchase from the City the K-9 at the purchase price of $1.

Article 30 - Field Training Officer/Detective/SWAT Assignment

Police Officers assigned by the Chief of Police as Field Training Officers (F.T.O.'s) shall receive an incentive pay of 5% from the date of appointment to conclusion of the assignment. Police Officers assigned to the detective unit, including MADNET, shall receive an incentive pay of 5% from the date of appointment to conclusion of the assignment. All appointments will be made for whole pay periods consistent with the City's pay calendar.

Officers serving on the County-wide SWAT team will receive an annual allowance to offset the equipment expense and investment of time in this activity. Upon initial assignment, SWAT officers will receive an allowance of $1000.00. Each year thereafter, SWAT officers will receive an allowance of $500.00. The annual allowance will be paid each year in July. If an officer receives the initial SWAT allowance of $1000.00 between January and June of any year, the officer will not be eligible for the annual $500.00 allowance until the following year. Upon adoption of this MOU, current SWAT members will be eligible for the initial $1000.00 allowance.

Article 31 - Non Sworn Training Incentive

Property & Evidence Officer, Public Safety Dispatcher, and Records Clerk Training Incentive shall be 5% when actual field training is being conducted for the duration of the training period. The training incentive will be paid for whole pay periods only. No incentive will be paid for periods of less than a whole pay period.

Article 32 - Take Home Vehicle

A take home vehicle program has been established. Take home vehicles shall only be assigned to officers residing within the City limits.

The City and the Association agree that Police Officers may leave their assigned take home vehicle at the Police Department or City corporation yard in lieu of taking the vehicle home. In the case where a vehicle is taken home, the value to the assigned Police Officer equals or exceeds the compensation due for incidental maintenance of the assigned vehicle by the Police Officer.

Detectives assigned to Standby per Article 11 of this MOU may take a designated police vehicle to their place of residence while on the assigned Standby shift as long as the response time from the residence to the City of Madera is forty (40) minutes or less.

Take Home Vehicle reporting as a fringe benefit cost shall comply with IRS requirements.

Article 33 - Minimum Salary Change With Promotion

When promoted from one class to another, there shall be a minimum increase in actual salary. This salary increase will be not less than five (5) percent, but shall not exceed the top step of the new class. Actual salary increase shall be calculated after adding all assignment pay in the position prior to promotion.

Article 34 – Temporary Assignment to Perform Duties of a Higher Classification

Permanent employees assigned in writing to perform duties of a higher classification shall receive a five percent (5%) increase, or to the first step of the higher level class, which ever is greater, after working fifteen (15) consecutive days, or 120 hours, in such higher paid class. To be eligible for such pay the employee must assume a majority of the duties and responsibilities of the higher level class, and the assignment must be approved by the City Administrator.

Article 35 - Grievance Procedure

Definition: A grievance is defined as a complaint of an employee or a group of employees concerning the interpretation or application of the provisions of the Memorandum of Understanding or the City Personnel Rules and Regulations.

A grievance does not include concerns or complaints whereby the solution would require the exercise of legislative power such as the adoption or amendment of a resolution, rule, regulation or policy established by legislative or judicial bodies other than the City Council; concerns or complaints regarding disciplinary action of an employee who has appeal rights as expressed in the MOU or City Rules and Regulations; and/or concerns or complaints whereby the solution is within the scope of representation subject to the meet and confer process.

Step 1: An employee shall first discuss the issue with the immediate supervisor as soon as practicable. This will be done no later than 10 working days from the occurrence or the knowledge of the occurrence of the issue. The supervisor will review the matter and attempt to resolve the issue on a timely basis.

Step 2: If the employee is not satisfied with the response of the immediate supervisor during the informal review, the employee may submit the issue for formal review. This is accomplished by preparing a written request for review stating the specific City policy and/or provision of the applicable MOU that was improperly applied, and stating the specific

resolution desired. This written request is to be submitted to the immediate supervisor for review within 5 working days of receipt of the supervisor's response during the informal review. The supervisor has 5 working days to respond to the formal grievance.

Step 3: If not satisfied with the response at Step 2, the employee may request, in writing, the matter be reviewed by the Department Head. This review must be requested within 5 working days of the receipt of the response at Step 2. The Department Head shall schedule a meeting to hear the grievance within 10 working days of receipt and shall provide a written decision within 5 working days of hearing the grievance.

Step 4: If not satisfied with the decision of the Department Head, the employee may request, in writing, the matter be reviewed by the City Administrator or designee. The request must be submitted within 5 working days of receipt of the decision at Step 3. The City Administrator will provide further review of the issue as appropriate and prepare a written response to the employee within 10 working days of receipt of the written request for review. The decision of the City Administrator or designee is final and not subject to further appeal or review.

If the employee fails to respond within the time periods provided, the grievance is withdrawn and is not subject to further review or appeal. If City management fails to respond within the time periods provided, the employee may proceed to the next step in the process. The City and the employee may mutually agree to extend the time periods discussed above or may agree to waive Steps 1-3 when the issue involves staff from more than one department or when the subject of the grievance is not within the jurisdiction of the supervisor or Department Head.

Article 36 - Corrective/Disciplinary Actions

Corrective/Disciplinary Action may be taken against any regular employee of the City up to and including termination of employment when employee performance or behavior is determined to be below expectations desired or outside the standards of the work environment. The City will administer a progressive discipline approach up to and including termination of employment. However, the City reserves the right to determine the form of discipline to be imposed based on several factors, including but not limited to, the severity and frequency of the cause of action as well as the employment history of the employee.

Grounds for Corrective Disciplinary Action

Poor performance or any violation of a City rule, regulation, policy, procedure, or ordinance may require Corrective/Disciplinary Action. The poor performance or violation may involve a single incident or a series of infractions. In this regard, acts which may be the basis for action up to and including termination of employment include, but are not limited to, the following:

Fraud in securing employment

Incompetence

Inefficiency

Inexcusable neglect of duty

Insubordination

Dishonesty

Unauthorized absence Without leave

Conviction of a felony or conviction of a misdemeanor involving moral turpitude

Continued or flagrantly discourteous treatment of the public or another employee

Improper political activity

Misuse or theft of City property

Violation of City rules, regulations, policies, procedures or ordinances

Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the City or an employee's employment or creates a conflict of interest

Falsifying, and/or unauthorized removal or- destruction of City records

Unauthorized possession of firearms or explosives

Harassment (sexual or otherwise) of another employee or member of the public

Gambling on duty or while on City property

Either (a) the sale, purchase, transfer, possession, or consumption of alcoholic beverages or illegal drugs or (b) the use of drugs which impair the senses or the ability to perform the job during normal working hours or on City premises

Excessive tardiness

Failure to properly report absence

Types of Corrective/Disciplinary Action

Corrective/Disciplinary Action normally progresses from the least to the most severe action. However, some available actions may be bypassed depending upon the severity of the infraction. Nothing in this section shall be interpreted as restricting the City's right to take Corrective/Disciplinary Action, including the immediate placement of an employee on Administrative Leave with pay, if in the sole discretion of the City, doing so would prevent the disruption of City services or potential harm to others.

It is recognized that many problems not directly associated with an employee's job can have an effect on job performance. In such situations, the City may believe that an employee may benefit from professional assistance outside the work place and may require an employee to consult with the Employee Assistance Program as part of the Corrective/Disciplinary Action process.

The following actions may be taken in an effort to achieve improved job performance or modify inappropriate work-related behavior.

Counseling: An informal discussion with an employee designed to clarify and remedy unacceptable behavior or performance. This discussion may include the clarification of standards and a review of performance or behavior that is determined to be below standard. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Retraining: A documented effort to achieve appropriate performance or conduct when an employee's lack of skill or knowledge is determined to be the cause of the problem. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Oral Reprimand: A formal discussion with an employee about performance or conduct problems and City expectations and requirements. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Written Reprimand: A written document presented to an employee regarding performance or conduct problems and expectations and requirements. This document is maintained in the official personnel file and is subject to appeal only by sworn staff.

Disciplinary Suspension: An involuntary absence without pay for a period up to 30 calendar days. Suspension may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. (Note: Disciplinary suspensions from paid status for periods of less than one week are not applicable to employees classified as exempt for the purposes of the Fair Labor Standards Act unless they are imposed for infractions of safety rules of great significance.)

Disciplinary Salary Reduction: A reduction in pay from the employee's current step within the assigned salary range to any lower step within the same salary range.

Disciplinary Demotion: A change in status from a position in one classification to a position in a classification with a lower maximum salary.

Termination: Removal from City service. Removal may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. Termination is seldom used for a first offense unless the Violation is so serious that no other response is appropriate.

Prior to the imposition of Corrective/Disciplinary action in the form of suspension, disciplinary salary reduction, demotion or termination, a written notice of the intended disciplinary action will be served on the employee. Such notice shall be served upon the employee personally or by mail and shall include a statement of the nature of the intended disciplinary action, a statement of the causes, a statement of the acts or omissions upon which the causes are based, a copy of the documents or material upon which the actions is based, a statement advising the employee of rights to respond to the notice before disciplinary action is taken, a statement advising the employee that if Corrective/Disciplinary Action is imposed, they may appeal to Civil Service Commission.

Employees wishing to respond to the notice of intended disciplinary action must make a request to the City Administrator within 5 normal business days of the notice being served. The employee may respond either orally or in writing. The employee may be represented by another person in presenting his/her response. The individual representing the employee may not be someone directly involved with the employee's immediate working environment unless this individual is an official representative of the employee group. The City Administrator may amend, modify or revoke any or all of the pending charges including the recommended disciplinary action if there are mitigating circumstances.

If the employee wishes to appeal any action imposed by the City Administrator, the employee may file a written notice of appeal in response to the imposed action. A written notice to appeal must be filed with the Director of Human Resources within 10 working days from the effective date of the disciplinary action. The notice of appeal shall contain statements of fact, which would support the rescission or amendment of the imposed disciplinary action. Failure to file a written notice of appeal within this specified time period shall be deemed a waiver of any right to appeal the action taken. No exceptions to this failure to file time period shall be permitted.

Article 37 - Pay Date

Pay dates shall remain the same as they are currently.

Article 38 - Mileage Reimbursement

For authorized use of an employee's vehicle, the employee will be reimbursed per mile at the current IRS rate. A valid California driver's license and insurance coverage is required.

Article 39 - Layoffs

In the event that the City anticipates a layoff of employees within the Association, the City will give the Association written notice of its intention to lay off. Within five (5) days of this notice either party may, by serving notice to the other party, reopen this agreement to negotiate a decrease in salary and benefits as a cost savings (in an effort to avoid a layoff). Nothing in this section relinquishes the City's exclusive right to lay off employees in the Association if this agreement is reopened and parties fail to reach a mutually acceptable agreement to avoid a layoff.

Article 40 - Notice of Future Meet & Confer

Other than provided in the Openers Article below, if the Madera Police Officers' Association desires to meet and confer with representatives of the City of Madera concerning improvements or changes in wages, hours, or other conditions of improvements or changes in wages, hours, or other conditions of employment for the employee/members represented by the Association, the Association shall serve upon the City Administrator a written request to open negotiations following the signing of this Memorandum of Understanding. Said request shall contain all of the changes in wages, hours, conditions of employment proposed by the Association to take effect on or after July 1, 2018. Not withstanding the above, City shall provide to the leadership of the MPOA a copy of the Annual Valuation Report that City receives related to the Safety and/or Miscellaneous Employees' or Employer's CalPERS retirement contributions within two weeks of receipt thereof. Unless negotiations are opened earlier, City and MPOA agree to open negotiations within a reasonable time after City's receipt of the Annual Valuation Report showing that the Employer's share of the retirement costs is going to increase in the next fiscal year.

Article 41 - Separability

It is understood and agreed that this Memorandum of Understanding is subject to all current and future Federal and State laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such law. If any part of this MOU is in conflict with, or inconsistent with, such applicable provisions of Federal or State laws or regulations, or is otherwise held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, such prior provision shall be suspended and superseded by such applicable laws and regulations, and the remainder of this MOU shall not be affected thereby and shall remain in full force and effect.

Article 42 - Openers

In addition to other items specified in this agreement for meet and confer and discussion during the term of the agreement there shall be openers for the following (#5 shall be a Meet and Consult item):

1. Personnel Codes, Rules & Regulations - During the term of the agreement there shall be an opener to meet and confer regarding potential changes in the Municipal Code and Resolutions dealing with Personnel Rules and Regulations and other personnel related administrative policies and practices.

2. Mandated Changes in the Employee/Employer Relationship - To meet and confer on any mandates that would change the rules for Employee/Employer Relations.

3. Social Security - To meet and confer on this issue should Social Security be mandated for City employees.

4. Health Benefits and Retirement - To meet and confer each year of this agreement to negotiate employer and employee contributions toward health benefits and retirement.

5. In the event that the City determines that a reduction in force is necessary in this unit during the course of this agreement, the City agrees to solicit fiscal alternatives from the MPOA before implementing a reduction in force .

Article 43 – Term

This Memorandum of Understanding shall be effective August 5, 2015, unless otherwise noted; apply to those employed by the City on the date ratification has been completed by both the Association and the City; and shall remain in full force and effect through June 30, 2018.

It shall continue in full force and effect from day to day thereafter until modified by mutual agreement of the City of Madera and MPOA.

Signatures

REPRESENTATIVES OF THE MADERA POLICE OFFICERS' ASSOCIATION

Daniel Foss, MPOA President — Date: 7-28-15

Barry Bennett, Attorney — Date: 28 June 15

MANAGEMENT REPRESENTATIVE OF THE CITY OF MADERA

David R. Tooley, City Administrator — Date

Exhibit "A"

Madera Police Officers' Association
Salary Schedule Effective 7/1/2015

Job Title	Monthly						
	Range	A	B	C	D	E	F
Police Corporal	383	$4,531	$4,758	$4,996	$5,245	$5,508	$5,783
Police Officer I	363	$4,101	$4,306	$4,521	$4,747	$4,985	$5,234
Police Officer II	373	$4,311	$4,526	$4,753	$4,990	$5,240	$5,502
Police Officer Trainee	333	$3,531	$3,708	$3,893	$4,088	$4,292	$4,507
Police Sergeant	426	$5,615	$5,896	$6,191	$6,500	$6,825	$7,166
Property & Evidence Officer	296	$2,936	$3,083	$3,237	$3,399	$3,569	$3,747
Public Safety Dispatcher	294	$2,907	$3,052	$3,205	$3,365	$3,533	$3,710
Records Clerk	270	$2,579	$2,708	$2,843	$2,986	$3,135	$3,292

Return to Agenda

REPORT TO CITY COUNCIL

COUNCIL MEETING OF August 5, 2015
AGENDA ITEM NUMBER B-5

Mark Etheridge
BY: Mark Etheridge, Business Manager
Parks and Community Services

APPROVED BY: Mary Anne Seay, Director
Parks and Community Services

APPROVED BY: David Tooley, City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION RATIFYING AND APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2015-16 FOR ADULT DAY CARE, RATIFYING PARTICIPATION IN THE PROGRAM EFFECTIVE JULY 1, 2015 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

AND

CONSIDERATION OF A RESOLUTION RATIFYING AND APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2015-16 FOR SITE MANAGEMENT, RATIFYING PARTICIPATION IN THE PROGRAM EFFECTIVE JULY 1, 2015 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

AND

CONSIDERATION OF A RESOLUTION RATIFYING AND APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2015-16 FOR THE TRANSPORTATION PROGRAM, RATIFYING PARTICIPATION IN THE PROGRAM EFFECTIVE JULY 1, 2015 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

RECOMMENDATION:

Staff recommends Council approve Agreements with the Fresno Madera Area Agency on Aging (FMAAA) to serve older adult citizens 60 years and older in Adult Day Care, Site Management, and Transportation Programs as mandated under Title III of the Federally funded Older Americans Act. Staff further recommends Council ratify participation in the Programs effective July 1, 2015 and authorize the Mayor to execute the Agreements on behalf of the City.

SUMMARY:

The City of Madera has operated a variety of senior programs over the last 37 years. The Parks & Community Services (PCS) Department oversees services for senior residents in the City that include a congregate meal program, a home-bound meal program, an Adult Day Care Program and Transportation Services. PCS also manages recreation activities that range from exercise and excursions, to organized classes and dances.

The FMAAA Governing Board has approved the grant awards for the provision of services under the proposed Adult Day Care, Site Management and Transportation Programs covering the period of July 1, 2015 through June 30, 2016. The FMAAA has provided Agreements for provision of services under these Programs that must be executed before funds are released to the City.

DISCUSSION:

Revenues for the suite of senior programs are obtained from the City's General Fund, Community Development Block Grant (CDBG) funding, donations received from program participants and funding associated with the three proposed FMAAA agreements; Transportation, Adult Day Care, and Site Management. The FMAAA source of funding is Federal dollars falling under the auspices of Title III of the Older Americans Act.

The proposed Site Management Agreement provides $28,000 in revenue the City will use to support the management and staffing of the senior nutrition program. The proposed $33,368 Adult Day Care funding will be used to support a respite program offering daily recreation and nutrition services to seniors suffering from dementia or related illnesses. The proposed Transportation Agreement resources of $10,195 will be spent for subsidized tickets for seniors using local bus services. The total amount of proposed revenue derived from the three FMAAA grants this Fiscal Year is $71,563.

Senior services remain an important part of the offerings provided to the community by the City's Parks & Community Services Department. For seniors on fixed incomes the nutrition program can offer an opportunity for a balanced nutritious diet that may otherwise be beyond their means. Adult Day Care provides an affordable alternative for families caring for individuals with cognitive disorders (Alzheimer's for example). The bus ticket program increases the options for mobility for those 60 and older that have transportation challenges. Revenue and support from the FMAAA is critical to the success of the programs.

FINANCIAL IMPACT:

The funds for all Agreements under consideration are derived through the Fresno Madera Area Agency on Aging for operating the Senior Programs under Title III of the Federally funded Older Americans Act. The individual grant amount for the proposed Site Management Agreement differs from that provided by FMAAA in the previous Fiscal Year ($4,000 more); the Adult Day Care and Transportation amounts are identical.

The recommended actions provide revenues that have been included in the Fiscal Year 2015-2016 City Budget approved by Council at the July 1st Regular Meeting. The acceptance of the grants requires the City to provide matching funds from program donations and the City's General Fund; the match has also been anticipated in the adopted FY 2015-2016 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.

337 Youth-Senior Citizens Activities: Develop programs for Maderans of all ages with emphasis on youth-senior activities.

407 Develop programs for elderly adults that promote independent living and social activity.

RESOLUTION NO. 15 - _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RATIFYING AND APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2015-16 FOR ADULT DAY CARE, RATIFYING PARTICIPATION IN THE PROGRAM EFFECTIVE JULY 1, 2015 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 the Adult Day Care Center; 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 in the amount of $33,368 which provides funding for the City's Adult Day Care 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 Adult Day Care, 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, 2015, 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.

* * * * * * * *

RESOLUTION NO. 15 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RATIFYING AND APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2015-16 FOR SITE MANAGEMENT, RATIFYING PARTICIPATION IN THE PROGRAM EFFECTIVE JULY 1, 2015 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 $28,000 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, 2015, 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.

* * * * * * * *

RESOLUTION NO. 15 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RATIFYING AND APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2015-16 FOR THE TRANSPORTATION PROGRAM, RATIFYING PARTICIPATION IN THE PROGRAM EFFECTIVE JULY 1, 2015 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 $10,195 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, 2015, is hereby ratified.
5. This resolution is effective immediately upon adoption.

* * * * * * * *

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, 2015 to June 30, 2016, subject, however, to earlier termination as provided herein.

C. No expenditure or obligation for the funding allocation for the July 1, 2015 through September 30, 2015 period may be incurred after September 30, 2015. No expenditure or obligation for the funding allocation for the October 1, 2015 through June 30, 2016 period may be incurred after June 30, 2016.

D. Maximum funds available for the following programs:

Approved by Fresno-Madera Area Agency on Aging Governing Board on June 25, 2015			
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**
Adult Day Care	16-0143	July 2015 - September 2015	$7,508
		October 2015 - June 2016	$25,860
Total Fiscal Year 2015-2016 Grant Award:			**$33,368**

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, Parks and Community Services Department
Type Name	Title

Signature of Authorized Contracting Official *(Refer to Appendix A)*	Date
Robert L. Poythress	Mayor
Type Name	Title

Contractor Federal Employer I.D. Number

FOR FRESNO-MADERA AREA AGENCY ON AGING:

Signature	Date
Jean Robinson	Executive Director
Type Name	Title

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

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C. No expenditure or obligation for the funding allocation for the July 1, 2015 through September 30, 2015 period may be incurred after September 30, 2015. No expenditure or obligation for the funding allocation for the October 1, 2015 through June 30, 2016 period may be incurred after June 30, 2016.

D. Maximum funds available for the following programs:

Approved by Fresno-Madera Area Agency on Aging Governing Board on June 25, 2015			
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		
Service	**Agency on Aging Contract No.**	**Funding Period**	**Grant Amount**
Site Management (Two Sites)	16-0147	July 2015 - September 2015	$7,000
		October 2015 - June 2016	$21,000
Total Fiscal Year 2015-2016 Grant Award:			**$28,000**

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, Parks and Community Services Department
Type Name	Title

Signature of Authorized Contracting Official *(Refer to Appendix A)*	Date
Robert L. Poythress	Mayor
Type Name	Title

Contractor Federal Employer I.D. Number

FOR FRESNO-MADERA AREA AGENCY ON AGING:

Signature	Date
Jean Robinson	Executive Director
Type Name	Title

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, 2015 to June 30, 2016, subject, however, to earlier termination as provided herein.

C. No expenditure or obligation for the funding allocation for the July 1, 2015 through September 30, 2015 period may be incurred after September 30, 2015. No expenditure or obligation for the funding allocation for the October 1, 2015 through June 30, 2016 period may be incurred after June 30, 2016.

D. Maximum funds available for the following programs:

Approved by Fresno-Madera Area Agency on Aging Governing Board on June 25, 2015			
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	16-0144	July 2015 - September 2015	$2,423
		October 2015 - June 2016	$7,772
Total Fiscal Year 2015-2016 Grant Award:			**$10,195**

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:

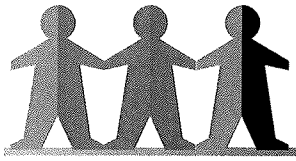
Signature of individual named on Exhibit E, page 5, as having primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.	Date
Mary Anne Seay	Director, Parks and Community Services Department
Type Name	Title

Signature of Authorized Contracting Official *(Refer to Appendix A)*	Date
Robert L. Poythress	Mayor
Type Name	Title

Contractor Federal Employer I.D. Number

FOR FRESNO-MADERA AREA AGENCY ON AGING:

Signature	Date
Jean Robinson	Executive Director
Type Name	Title



Connecting the Community

Fiscal Year 2015-2016 Contract
between
City of Madera
and
Fresno-Madera Area Agency on Aging

Contract No. 16-0143
Adult Day Care

Documents Required to Execute Contract

Please return two sets of **all** contract documents 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; make required entries on each form.*

- ☐ **Page 2, Area Plan Grant Award Contract**
  Two Signatures needed: 1) Individual named on Exhibit E, page 5, as having primary, hands-on involvement & oversight of day-to-day operations; & 2) 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, Certification**
  Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix C, Contractor/Vendor Confidentiality 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 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. **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.*
- ☐ 2. **Copy of IRS Determination Letter of Tax Exempt Status**
- ☐ 3. **Organizational chart**, *including names and position titles for contracted program*
- ☐ 4. **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*
- ☐ 5. **List of Governing Board members**
- ☐ 6. **List of Advisory Council or Advisory Committee members** *(if applicable)*
- ☐ 7. **Current Program Newsletter and/or Flyer** *used to promote the contracted program*

Area Plan Grant Award

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Documents Required to Execute Contract i

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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

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. "GC" means California Government Code.

G. "In-Kind Contributions" means the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.).

H. "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.

I. "OAA" means Older Americans Act.

J. "OMB" means the federal Office of Management and Budget.

K. "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.

L. "PSA 14" means the State Planning and Service Area comprised of Fresno and Madera Counties.

M. "Reimbursable item" also means "allowable cost" and "compensable item."

N. "State" and "Department" means the State of California and the California Department of Aging (CDA) interchangeably.

O. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements that provide for the provision of goods or services under this Agreement.

P. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.

Q. "USC" means United States Code.

R. "W&I" means California Welfare and Institutions Code.

S. As used throughout this Agreement, the term "shall" is mandatory; the term "may" is permissive.

T. 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 Amendments of 2006 (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 the federal Health and Human Services (HHS) terms and conditions found in Part II of the HHS Grant Policy Statement (http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf).

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, 2015, through June 30, 2016, 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 paragraph (1) (b) above.

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 certificates, 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 (CCC-307), 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 Government Code §11135-11139.5, and 22 CCR §98000 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, Chapter 182, Stats. 2006]

3. 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.]

4. 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 (GC §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 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.

5. 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.

6. 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)

7. The Contractor shall not require proof of age or citizenship as a condition of receiving services.

8. Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

9. 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 shall have in place operational policies, procedures, and practices to protect Agency on Aging information assets (i.e., public, confidential, sensitive and/or personal information) as specified in the State Administrative Manual, Sections 5300-5365.3; GC §11109.9; Department of General Services Management Memo 06-12; Department of Finance Budget Letter 06-34; and CDA Program Memorandum 07-18, Protection of Information Assets.

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 stored in any media form, paper or electronic.

2. Encryption on Portable Computing Devices

The Contractor is required to encrypt (or use an equally effective measure) any data collected under this Agreement that is confidential, sensitive, and/or personal, including data stored on portable computing devices (including, but not limited to, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

3. Disclosure

a. The Contractor shall ensure that personal, sensitive, and confidential 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 shall protect from unauthorized disclosure names and other identifying information, concerning

persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

c. "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 shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor is authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.

e. The Contractor 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 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. Training/Education

a. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive, or confidential information. Contractor employees, subcontractors, and volunteers must complete the required Information Security Awareness Training module available on the CDA Web site under Providers and Partners, Information Security Awareness Training, at the following URL:

http://www.aging.ca.gov/ProgramsProviders/#Resources

Training must be completed within thirty (30) days of the start date of any new employee, subcontractor, or volunteer. If Internet access is not available, a hard copy of the training module is available from the Agency on Aging and may be provided to employees, subcontractors, and/or volunteers for their completion. The Contractor must maintain certificates of completion on file and provide them to the Agency on Aging upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates.

b. The Contractor may substitute CDA's Information Security Awareness Training program with its own information security training provided such training meets or exceeds CDA's training requirement. Contractors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.

c. All employees and volunteers who handle personal, sensitive, or confidential information relating to the CDA's and the Agency on Aging's programs must participate in Information Security Awareness Training.

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) to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. The Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

6. Contractor/Vendor Confidentiality Statement

The Contractor shall sign and return to the Agency on Aging the *Contractor/Vendor Confidentiality 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 accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor 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.

8. Notification of Security Breach to Data Subjects

   a. Notice must be given by the Contractor or subcontractor to any data subject whose personal information could have been breached.

   b. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary, measures to restore system integrity are required.

   c. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or 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 shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business. The Contractor shall ensure that any portable electronic media used for backups is 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 that relate to this Agreement.

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 paragraph 2 below, 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, paragraph H, *Information Integrity and Security*, and Article V, paragraph 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 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 a statement that "The conclusions and opinions expressed may not be those of the Agency on Aging and/or the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

K. Certifications

The Contractor shall comply with all statutes and laws contained in the Contractor Certification Clauses (CCC-1005) of Appendix B, *Certification*, 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. Clean Water Act, as amended. [33 USC §1251]

c. Federal Water Pollution Control Act, as amended. [33 USC §1251 et seq.]

d. Environmental Protection Agency Regulations. [40 CFR §29] [Executive Order 11738]

e. Public Contract Code §10295.3.

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 of 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. Title III:

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 §276c] [29 CFR §3];

ii) Davis-Bacon Act [40 USC §276a to 276a-7] [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 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 agrees not to use Agreement funds to pay the salary or expenses of any individual who is engaging in activities designed to influence legislation or appropriations pending before the Congress.

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.

6. 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.

7. A copy of all published documents indicated in paragraph six (6) above, will be forwarded to the Agency on Aging for file.

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]

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 45 CFR §92.20 (governmental) or 45 CFR §74.21 (non-profits) as well as those stipulated in 2 CFR §200.302, *Financial management*:

a. Financial Reporting;

b. Accounting Records;

c. Complete Disclosure;

d. Source Documentation;

e. Internal Control;

f. Budgetary Control;

g. Cash Management (written procedures); and

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. Program Income

1. All Program Income received by the Contractor shall be included on the monthly 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.

2. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

3. 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 D.5 below).

4. 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 D.5 below) and may reduce the total amount of contract funds payable to the Contractor.

5. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.

6. If Program Income is deferred for use, it must be used by the last day of the federal fiscal year and reported when used.

7. Program Income may not be used to meet the matching requirements of this Agreement.

8. Program Income must be used to expand services.

E. Matching Contributions

1. 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, Title III B (Ombudsman), Title III C1 Congregate Nutrition, Title III C2 Home-Delivered Nutrition, and Title III D Health Promotion: Ten (10) percent 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 ninety (90) percent of the sum of the grant award.

2. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

3. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

4. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor.

5. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget cost principles.

F. Availability of Funds

1. It is mutually 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 which 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 from the State to the Agency on Aging and/or by the United States Government or the Budget Acts of the

appropriate fiscal years for purposes of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statutes enacted by the Congress that may affect the provisions, terms, or funding of this award in any manner.

3. It is mutually agreed that if funding for any 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 Contract 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 contract.

4. The Agency on Aging has the option to void the Agreement under the thirty (30) day cancellation clause or to amend the Agreement to reflect any reduction in funds.

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 as directed by the Director.

6. 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.

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 C.1-C.3 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.

   1. The maximum reimbursement amount allowable for indirect costs is 10 percent (10%) of the Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment.

   2. Contractors requesting reimbursement for indirect costs shall obtain and retain on file an approved indirect cost rate from the State of California or an allocation plan documenting the

methodology used to determine the indirect costs.

3. Indirect costs exceeding the 10 percent (10%) maximum may be budgeted as in-kind and used to meet the minimum matching requirements.

4. For major Institutes of Higher Education and major nonprofit organizations (nonprofit organizations receiving more than $10 million dollars in Federal funding), 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]

B. The Contractor shall comply with those provisions and restrictions regarding revisions to the approved budget.

C. 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 which exceeds 10 percent (10%) or more 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 item changes. The record shall include the date of the transfer, the amount, and the purpose. 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.

D. The final date to submit a budget revision to the Agency on Aging for this Agreement is March 15, 2016.

ARTICLE VIII. PAYMENTS

A. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including mileage, per diem, and taxes, unless otherwise expressly so provided.

B. Unless otherwise specified by the Agency on Aging, the Contractor shall prepare and submit accurate and timely reports as specified in Appendix E, *Required Reports and Due Dates.*

C. The Agency on Aging shall review the Contractor's report to ensure compliance with the approved Agreement budget.

D. 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 the Agreement. The Agency on Aging shall pay the Contractor a total not to exceed the amount shown on page one (1) of this Agreement.

E. The Agency on Aging may require financial reports more frequently than indicated above 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.

F. 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*.

G. 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*.

H. 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 ensure that funds provided under this Agreement are administered in conformance with the acts, federal regulations, and policies and procedures of the Administration on Aging, California Department of Aging, and the Agency on Aging.

C. Funds for this Agreement shall not be obligated in any subcontracts for service beyond the ending date of this Agreement.

D. The Contractor shall have no authority to contract for, or on behalf of, the State of California or the Agency on Aging, or to incur obligations on behalf of the State of California or the Agency on Aging.

E. Copies of subcontracts, Memorandums and/or Letters of Understanding shall be on file with the Contractor, shall be submitted to the Agency on Aging and shall be made available for review at the request of the Agency on Aging.

F. Once a subcontractor is approved by Agency on Aging, the following conditions apply:

1. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XV, *Insurance*, of this Agreement.

2. 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 in the performance of this Agreement.

3. The Contractor shall require the subcontractor to comply with all the terms and conditions set forth in this Agreement, including, but not limited to, the responsibility to preserving the State's and the Agency on Aging's copyrights and rights in data in accordance with Sections I and J of Article V, *Assurances*, of this Agreement; for handling property in accordance with Article XI, *Property*, of this Agreement; and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article X, *Records and Reports*, of this Agreement.

4. 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.

5. 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 Agency on Aging

for training and meeting, which the Agency on Aging may find necessary from time to time.

6. 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, *Audits*, 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 must be maintained and kept 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.1.a through A.1.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, 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 submit all appropriate financial 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 financial and program data submitted to the Agency on Aging are timely, complete, accurate, and verifiable.

3. Program reports are due to the Agency on Aging as indicated in Appendix E, *Required Reports and Due Dates*.

4. Monthly fiscal reports are due to the Agency on Aging by the fifteenth (15th) day of the month following the reporting period.

5. The *Financial Closeout Report* for this Agreement shall be submitted to the Agency on Aging by July 15, 2016. If Agreement is terminated or cancelled prior to June 30, 2016, the *Financial Closeout Report* shall be submitted to the Agency on Aging within fifteen (15) days of termination or cancellation of the Agreement.

6. If supporting documentation is required as stated in Article XIV, *Audits*, all such documentation must accompany the monthly report.

7. 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 meeting all of the following criteria is subject to the reporting requirements:

1. Has a normal useful life of at least one (1) year.

2. Has a unit acquisition cost of at least $500 including any appropriate sales tax, shipping, and installation costs, etc. (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit).

3. Is used to conduct business under this Agreement.

C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B of this Article must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

D. 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.

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.

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; and specific location of the property.

F. The Contractor shall maintain a cumulative inventory, including all information required by paragraph E 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.

G. 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, and enter the asset tag number on the cumulative inventory records maintained by the Contractor for this Agreement.

H. 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 corresponding reconciliation must be kept on file and available for review by the Agency on Aging.

I. 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 Agency on Aging. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Agency on Aging. The Contractor shall submit a *Request to Dispose of Property* (CDA 248) to the Agency on Aging, and the Agency on Aging will then instruct the

Contractor on disposition of the property. Once approval of the disposal has been received from the Agency on Aging, the item(s) shall be removed from the Contractor's inventory report.

J. The Contractor must remove all confidential, sensitive, or personal information from Agency on Aging property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity, and certify this action on the *Request to Dispose of Property* (CDA 248). This includes, but is not limited to, magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

K. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property or equipment to the Agency on Aging via a written report. In addition, the Contractor shall complete a *Request to Dispose of Property* (CDA 248) and provide it to the Agency on Aging.

L. 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, unless otherwise required by federal law or regulations.

M. 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.

N. 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.

O. The Contractor shall use the property for the purpose for which it was intended under this Agreement.

P. 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.

Q. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

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, inspection of project premises, inspection of food preparation sites, and interviews of project staff and participants.

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. AUDITS

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); and 2 CFR §200.501 to 200.521 (formerly OMB Circular A-133).

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 audit along with each of its subrecipients. 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 (b))

93.042 Special Programs for the Aging - Title VII, Chapter 2 – Long Term Care Ombudsman Services for Older Individuals (Title VII (a))

93.043 Special Programs for the Aging – Title III, Part D – 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 sub-recipients that meet the definition of a "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 2 CFR §200.501 to 200.521 [formerly OMB Circular A-133], whether a program-specific audit may be elected. (Federal Office of Management and Budget, [2 CFR §200, 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 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 to 200.521 (formerly OMB Circular A-133) as summarized in Section E 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]; 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.

   f. Written procedures for determining the allowability of costs in accordance with 2 CFR §200, Subpart E–Cost Principles.

   [2 CFR §200.302]

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.

E. The Contractor shall ensure that its single audit report meets 2 CFR §200, Subpart F–Audit Requirements (formerly OMB Circular A-133):

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]

2. Properly procured: Use procurement standards for auditor selection. [2 CFR §200.509]

3. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR §200.514]

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]

5. Performed in accordance with provisions applicable to this program as identified in 2 CFR §200, Subpart F–Audit Requirements (formerly OMB Circular A-133 Compliance Supplement).

F. 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.

G. 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. [2 CFR §200.425] However, the following audit costs are unallowable:

1. Any costs when audits required by the Single Audit Act and 2 CFR §200, Subpart F–Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

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.

H. The Contractor shall cooperate with and participate in any further audits which may be required by the Agency on Aging.

I. 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.

ARTICLE XVII. TERMINATION

A. Termination Without Cause

1. The Agency on Aging may terminate performance of work under this Agreement 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. The Agency on Aging may terminate the Agreement 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 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 Robert L. Poythress, Mayor
(Name/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, 2015, to June 30, 2016, including any subsequent amendments and all necessary supporting documents.

_____

Signature of Chair
Governing Board

_____

Date

APPENDIX B

CERTIFICATION (CCC-1005)

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/Bidder Name (Typed)	*Federal ID*

By (Authorized Signature)

Mary Anne Seay, Director of Parks and Community Services Department
Name & Title of Person Signing (Typed)

	Madera
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (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 Fresno-Madera Area Agency on Aging (Agency on Aging) 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 Agency on Aging.

Failure to make a good faith effort may be cause for non-renewal of an Agency on Aging contract for legal services, and may be taken into account when determining the award of future contracts with the Agency on Aging 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 Agency on Aging.

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

Agency on Aging 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 http://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 Agency on Aging, the California Department of Aging, 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 executed or amended after July 1, 2004, the Contractor may elect to offer domestic partner benefits to the Contractor's employees in accordance with Public Contract Code section 10295.3.

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))

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 Agency on Aging 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 Agency on Aging 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 Agency on Aging 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 a state agency or other governmental entity.

APPENDIX C

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

CERTIFICATION
I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.

City of Madera	16-0143
Contractor/Vendor Name (Typed)	*Contract Number*
Authorized Signature	*Date*

Mary Anne Seay, Director of Parks and Community Services Department
Name and Title of Person Signing (Typed)

In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., California Department of Aging (CDA) Management Memo 06-12 and CDA Budget Letter 06-34, the Fresno-Madera Area Agency on Aging (Agency on Aging) hereby requires the Contractor/Vendor to certify that:

- The Contractor/Vendor will provide annual confidentiality training for all employees and volunteers who handle personal, sensitive, or confidential information, as per Article II, Sections D.4.a through D.4.c of this Agreement.
- 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 the Agency on Aging by completing CDA Form 1025, Security Incident Report.
- 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 the Agency on Aging.
- The Agency on Aging or its designee will be granted access by the Contractor or Vendor to any computer-based confidential information within the scope of the Contract.

APPENDIX C

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

- 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.

Please place an **X** in the appropriate box:

- [x] An independent audit shall be performed in accordance with the requirements of 2 CFR Part 200, Subpart F, Audit Requirements (formerly OMB Circular A-133), 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	2016
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

Title V Senior Community Service Employment Program ***Due 10th of each month***
- Monthly Expenditure Report and Request for Funds *(CDA 29)*

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 on or about the 20th of the month, or the following business day if the 20th falls on a holiday or weekend, 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**
  - Due by July 15th with exception of HICAP, which is due within 30 days of end of funding period
- **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**
  - 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
  - Attach associated Client Intake Forms
  - Attach 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 Monthly HICAP Aggregate Data Report from SHARP system

**Due date subject to California Department of Aging notifications*

Monthly Title III C Elderly Nutrition Program Reports ***Due 7th working day of each month***

- Q Monthly Service Roster
- Daily Sign-In Sheets
- Associated Client Intake Forms
- Client Deactivation Request
- Nutrition Volunteer Summary Report
- Cash Count Sheet
- Food Preparation Center Food Service
- Check Sheet

Quarterly Reports ***Due 15th of each month***

- **Title III B California Legal Services** Quarterly Aggregate Report *(CDA 1022)*
- **Title VII (b) Elder Abuse Prevention** Quarterly Activity Report *(CDA 1037)*
- ****Title V Senior Community Service Program** Quarterly Service Unit Report *(Form 186Q)*
  - Attach final Quarterly Progress Report from SPARQ system

***Due date subject to California Department of Aging notifications*

Quarterly Reports ***Due 30th of each month***

- **Long-Term Care Ombudsman Program**
  - Copy of completed Quarterly Ombudsman Reporting Form *(OSLTCO S301)* as submitted to the California Department of Aging
    - Attach supporting aggregate program performance data from the Ombudsman Data Integration Network (ODIN) 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 Article XVII of this Agreement, *Termination.*

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
3837 N. Clark St., Fresno, CA 93726

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) 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
Adam Vinogradoff Administrative Analyst Email: avinogradoff@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 Site Monitoring Nutrition Supply Order Forms
Cory Scholtes Peggy Bakeman Program Coordinators Email: cscholtes@fmaaa.org pbakeman@fmaaa.org Fax: (559) 243-5651	Home-Delivered Meals: Discontinue or Restart Eligibility & Assessments Missed Deliveries Short-Term Temporary (STT) Program

Appendix I

Fresno-Madera Area Agency on Aging
Emergency Contact Information

Information and Assistance:	(559) 600-4405 (800) 510-2020

Director, Emergency Coordinator, and Public Relations Officer	Jean Robinson
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
Residence Address:	PO Box 28093 Fresno, CA 93729
After Hours Phone:	(559) 930-5847

Alternate Emergency Coordinator	Linda L. Descoteaux
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
Residence Address:	2942 E. Swift Ave. Fresno, CA 93726
After Hours Phone:	(559) 222-1468

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))

State Planning and Service Area (PSA) 14		
Fresno-Madera Area Agency on Aging	3837 N. Clark St.	Fresno, CA 93726
Senior Resource Center	2025 E. Dakota Ave.	Fresno, CA 93726
Fresno City		
Mary Ella Brown Community Center	1350 E. Annadale Ave.	Fresno, CA 93706
Mosqueda Community Center	3670 E. Butler Ave.	Fresno, CA 93702
Pinedale Community Center	7170 N. San Pablo Ave.	Pinedale, CA 93650
Ted C. Wills Center	770 N. San Pablo Ave.	Fresno, CA 93728
Fresno County		
Caruthers Senior Center	13441 S. Quince Ave.	Caruthers, CA 93609
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
Mendota Senior Center	415 Sorenson Ave.	Mendota, CA 93640
Nick Medina Senior Center	2301 Selma St.	Selma, CA 93662
Orange Cove Senior Center	699 6th St.	Orange Cove, CA 93646
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
Madera City		
Frank A. Bergon Senior Center	238 S. D St.	Madera, CA 93637
Pan-American Community Center	703 E. Sherwood Way	Madera, CA 93638
Madera County		
Chowchilla Senior Center	820 Robertson Blvd.	Chowchilla, CA 93610
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 Internal Revenue Service Form W-9, which is provided on the next page.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

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; 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. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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.)
205 W. 4th Street

Requester's name and address (optional)
Fresno-Madera Area Agency on Aging
3837 N. Clark
Fresno, CA 93726

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 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 on page 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

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?* on page 2.

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?* on page 2 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 Publication 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 Part II instructions on page 3 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* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

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* on page 3 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.

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, list first, and then circle, the name of the person or entity whose number you entered in Part I of 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 in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in 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.

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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), 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 the chart on page 4 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. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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 items 1, 4, or 5 below indicate 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. 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:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. 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* on page 2.

*Note. 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 Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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 contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov 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.

Exhibit A

TITLE III B PROGRAM EXHIBIT
Adult Day Care

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 §3001-3058); Code of Federal Regulations (45 CFR §1321); Title 22, California Code of Regulations (CCR) §7000 et seq.; California Department of Aging Program Memoranda; and state and federal laws.

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. **Adult Day Care** is defined as personal care for dependent older adults in a supervised, protective, and congregate setting during some portion of a day. The unit of measurement is one hour.

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

A. The service provider is charged with providing Adult Day Care as a community-based program that provides non-medical care to persons 60 years of age or older in need of personal care services, supervision, or assistance essential for sustaining the activities of daily living (ADL) or for the protection of the individual on less than a 24-hour basis.

B. The service provider will provide Adult Day Care by offering social and recreational activities for older adults is a supervised, protective, and congregate setting during some portion of a 24-hour day.

Adult Day Care activities include:

- Social and recreational activities;
- Health monitoring;
- Supervision
- Assistance with ADL training;
- Counseling;
- Provision of personal care; and
- Provision of a noon meal and snacks on days of attendance.

C. Activities will be designed to encourage participant interaction and:

1. Seek to establish, maintain, or improve the participant's sense of usefulness;

2. Stimulate the participant's desire to use their physical and mental abilities to the fullest; and

3. Promote the participant's sense of self-respect.

D. The service provider will conduct an assessment of each individual's functional capacities and impairments prior to program participation.

E. The service provider will develop an individualized written service plan for each participant within thirty days of the participant's first date of service, and review the service plan at least once annually.

F. The service provider will make information and referral services available to program participants and their families.

G. The service provider must provide program staff with initial training on working with older adults, participants' rights, safety, and accident prevention.

H. The service provider must provide program staff with annual training in the use of fire extinguishers, administering written procedures for emergencies and evacuations, and an updated list of public safety and first responder phone numbers.

I. The service provider must submit the reports specific to this program as listed in Appendix E of this Agreement.

III. Additional Assurances

A. The service provider for Adult Day Care must be licensed by the Community Care Licensing Division of the California Department of Social Services, and maintain this license in good standing with the state.

B. The service provider must ensure that the total number of participants served each day does not exceed the program facility's licensed capacity.

C. A space, such as a library, study room, or place adjacent to the activity, must be provided for clients who are not actively participating in planned activity programs.

D. If outdoor activity space is provided, the space must provide protection from traffic, provide a shaded rest area for clients, and be free of hazards.

E. The service provider must have a plan in place for communication with program participants who speak languages other than those spoken by direct-care staff.

F. The service provider must have a procedure in place for determining when the participant can no longer be served safely or adequately by the program, and for handling the participant's exit from the program.

G. Facilities shall be properly maintained by the service provider with regards to repairs and maintenance, cleanliness, accessibility, etc.

H. All reports required by the Fresno-Madera Area Agency on Aging must be submitted by the due dates listed in Appendix E of this Agreement.

I. 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.

J. The service provider must report the unduplicated client count with the June Monthly Service Unit Report 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.

EXHIBIT B

FRESNO - MADERA AGENCY ON AGING
PERSONNEL BUDGET DETAIL: FY 2015-16

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III B Adult Day Care
CONTRACT NO: 16-0143
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
1. Community Service Manager	Salary	100.0%	62,852	5.00%				3,142		3,142
2. Community Service Coordinator	Salary	100.0%	45,367	10.00%				4,535		4,535
3. Office Assistant	Salary	100.0%	42,945	5.00%				2,148		2,148
4. Program Leader II	Salary	62.5%	13,425	50.82%	4,923	1,899				6,822
5. Program Leader II	Salary	62.5%	13,425	50.82%	4,923	1,899				6,822
6. Program Leader I	Salary	62.5%	12,770	50.81%	4,683	1,806				6,489
7. Program Leader I	Salary	62.5%	12,770	50.81%	4,683	1,806				6,489
8. Program Leader I	Salary	62.5%	12,770	50.81%	4,683	1,806				6,489
9. Program Leader I	Salary	62.5%	12,770	50.81%	4,683	1,806				6,489
10.	Salary									
Total Salaries			*Page 2 Line 1 a ----->*		28,578	11,021		9,825		49,425
Total Payroll Taxes			*Page 2 Line 1 b ----->*		3,720	1,725		951		6,396
Total Benefits			*Page 2 Line 1 c ----->*		1,070	496		6,465		8,031
TOTAL PERSONNEL COSTS			*Page 2 Line 1 ----->*		33,368	13,242		17,241		63,852

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

Exhibit B

FRESNO - MADERA AREA AGENCY ON AGING
PROGRAM BUDGET BY INCOME SOURCE: FY 2015-2016

CONTRACTING AGENCY: City of Madera

PROGRAM: Title III B Adult Day Care

CONTRACT NO: 16-0143

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	28,578	11,021		9,825		49,424	
b. Payroll Taxes	3,720	1,725		951		6,396	
c. Employee Benefits & Work. Comp.	1,070	496		6,465		8,031	
1. PERSONNEL COSTS	33,368	13,242		17,241		63,851	
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	33,368	13,242		17,241		63,851	
8. INDIRECT COSTS (Attach narrative)							
TOTAL COSTS	33,368	13,242		17,241		63,851	

* 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.

Exhibit B

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF FUNDING SOURCES: FY 2015-16

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III B Adult Day Care

CONTRACT NO: 16-0143
REVISION NO:

	PROGRAM	
	B. CASH	C. IN-KIND
1. FMAAA Grant	33,368	
2. Program Donations:		
Current Year Program Donations	13,242	
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	17,241	
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)*	63,851	
Total from Page 2, Columns F and G	63,851	
Variance (must be zero)	*0*	*0*

Exhibit B

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF PROGRAM/SITE SUPPLIES AND EQUIPMENT PURCHASES: FY 2015-16

CONTRACTING AGENCY: City of Madera **CONTRACT NO:** 16-0143

PROGRAM: Title III B Adult Day Care **REVISION NO:**

	ITEM QUANTITY (Must List number)	Item Type / Descripton	Estimated Quarter 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: Adult Day Care

SERVICE PROVIDER: City of Madera

CONTRACT NUMBER: 16-0143

CONTRACT EFFECTIVE: July 1, 2015 to June 30, 2016

Goal: To assist licensed Adult Day Care (ADC) centers with the costs of serving people 60 years of age or older in order to maintain optimal capacity for self care and continue to live in the community rather than being placed in a long-term care institution.

SERVICE	DEFINITION
Adult Day Care	Adult Day Care is defined as personal care for dependent older adults in a supervised, protective, and congregate setting during some portion of a day.

SERVICE	NAPIS ID	UNDUPLICATED INDIVIDUALS TO BE SERVED	UNITS OF SERVICE TO BE PROVIDED	UNIT OF MEASURE
Adult Day Care	5	10	8,000	1 Hour

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, 2015 through June 30, 2016

Service Provider: City of Madera

Contract Number: 16-0143

Service: Adult Day Care

FMAAA Grant Funds	$33,368
Total Program Service Units	8,000
*Cost per Unit of Service	$4.17

**FMAAA Grant Funds divided by Total Program Service Units*

Grant funds received from the FMAAA and all other sources	
Total Program Service Units	8,000
**Cost per Unit of Service	

***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	31
Transportation	16
Computer Classes	3
Recreational / Leisure Activities	31

2. SERVICE AREA

Where will the contracted program be provided?

Street Address	City	Zip Code
Madera Adult Day Care Center 322 West 6th Street	Madera	93637

Exhibit E
Program Narrative

3. LANGUAGE TRANSLATION NEEDS & PROVISIONS

Enter an "X" by the languages spoken by older adults and family caregivers in your service area.		Enter an "X" if language spoken by program staff.	Enter an "X" if language spoken by program volunteers.
	English	X	X
	Spanish	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?
Bi-lingual staff is available at the Adult Day Care Center and if needed, additional City of Madera staff is readily able to assist. When needed, we will call family for interpretation and assistance

How does your organization provide the contracted service to individuals who speak a language that is not spoken by program staff or volunteers?
Group activities by following along and/or body language make it fairly easy since they can watch others do the activity and follow along. Staff also works with families who may have a loved one with a language other than the ones spoken and help us prepare everyday questions one may ask on 3 x 5 cards to assist in communications. When needed, family is called to interpret.

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)*
The information that is gathered for Community Care Licensing and Fresno-Madera Area Agency on Aging is done privately in an office or at the client's home.

How does your organization protect confidential information obtained from program participants, such as client intake forms, from disclosure?
The required forms are prepared, and then placed in a individual client binder and then placed in a locked file cabinet

Exhibit E
Program Narrative

Contracted Program:	Adult Day Care

5. PROGRAM DESCRIPTION

Provide a brief description of how your organization provides the contracted program.
Group activities are provided Monday – Friday that stimulate the client's mind and body through therapeutic programming, i.e. exercise, music, crafts, reminiscing and socialization

What was the primary accomplishment achieved by the contracted program in the past year?
Our marketing has gone into different areas, where Spanish is the primary language. This has brought more clients to our programs that are not bi-lingual. We have been able to meet the targeted group's needs through our bi-lingual staff and thus giving respite to families

Please describe another accomplishment achieved by the contracted program in the past year.
With the addition of more non-bilingual clients, staff has done an excellent job of changing how we provide group activities that support both languages. The staff provides instruction in both languages and works at making both groups feel comfortable

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.
Letter by a caregiver: What a blessing this program was for my mother, sister and I. Mom attended 5 days a week and the program provided something meaningful to do during the day. The staff provides a safe comfortable environment always caring, patient, cheerful and welcomes clients regardless of mood or physical inability. Most beneficial is the respite it provides caregivers. We are forever grateful for the time to rest, refresh and recuperate. My Mom attended on a daily basis for a few years until 2 weeks before she died in December. The services are much appreciated and needed in this community.

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
Ozzie Naranjo	Community Programs Manager
Corinne Long-Folk	Community Programs Coordinator
Marylin Hall-Zunino	Office Assistant
Gloria Luengas	Program Leader II
Adela Brown	Program Leader II
Monica Estrada	Program Leader I
Susan Gonzales	Program Leader I
Lilibeth Aguilar	Program Leader I
Carolyn Perez	Program Leader I

***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.**

Ozzie Naranjo	Community Programs Manager
Name	*Title*

(559) 661-5495	onaranjo@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.

Exhibit E
Program Narrative

8. SERVICE PROVIDER TIME FRAME

What days and hours will the <u>contracted program</u> be available? *(Please note that these are not necessarily the same hours your organization/facility is open.)*

Location	Days Open	Start Time	Close Time
322 West 6th Street	M-T-W-Th-F	7:30 am	5:30 pm

Month	Enter Dates of Holidays & Other Planned Closures	Total Days Service to be Provided
July 2015	7/3/15	22
August 2015		21
September 2015	9/7/15	21
October 2015	10/12/15	21
November 2015	11/11/15, 11/26/15, 11/27/15	18
December 2015	12/25/15	22
January 2016	1/1/16, 1/18/16	19
February 2016	2/15/16	20
March 2016		23
April 2016		21
May 2016	5/30/16	21
June 2016		22
Total Days of Contracted Service to be Provided under this Agreement:		**251**

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.
1. The afterschool program did come to the Day Center twice this year, however more planned dates for the inter-generational activities at the Day Center would be beneficial 2. Planning an annual picnic program for client and caregiver to encourage respite and recreational activity

How would participants of the contracted program benefit from these improvements?
1. Both children and the elderly client would have more opportunity to do meaningful and different activities thus experiencing the joy of helping and sharing in memories 2. Providing a day of recreation for client and caregiver would give them a time of experiencing fun and laughter together and enjoying the fresh air, thus relieving some stress that goes along with everyday care giving

Describe the specific steps your organization will take to make these improvements during the current fiscal year.
1. Scheduling at least (4) specific days with the afterschool program leaders 2. Working with families to schedule a day at Rotary Park, and providing the recreational activities along with BBQ

Describe how you will know if your improvement efforts are successful, and how you will measure your achievements.
1. By meeting our targeted 4 days of inter-generational activity along with the response from the children and seniors will provide the necessary data needed to measure the success of the program 2. The input and attendance from the families along with their comments about the addition of this program

Exhibit E
Program Narrative

10. OUTREACH ACTIVITIES/TARGETING PLAN *(22 CCR § 7310, WIC § 9103)*

Targeted Group of Older Individuals	How will the Targeted Group be informed of the contracted program & encouraged to participate?	Month(s) Scheduled
Reside in rural areas	ADC program information is listed in the activity guide (guide included in submittals) and guides are disseminated at rural commodities/food distribution sites along with brochure, posted on face book, ADC monthly support group and Madera CAPMC	Ongoing Monthly
Greatest economic need *(Income level at or below the federal poverty line)*	ADC program is listed in the departments activity guide, given out at food distributions, senior centers, business expo, two annual senior BBQ's, and posted on face book. MCH Home Health, Camarena Health Center are provided the brochure, along with the Farmer's market. ADC monthly support group and home delivered meals	Ongoing Monthly Sept '15 May '16 June '16
Greatest social need *(Need caused by non-economic factors)*	ADC program is listed in the departments activity guide, given out at food distributions, senior centers, business expo, two annual senior BBQ's, and posted on face book. MCH Home Health, Camarena Health Center are provided the brochure, along with the Farmer's market and ADC monthly support group	Ongoing Monthly July '15 Aug '15 Sept '15 May '16 June '16
Native Americans	Posting information on our face book page.	Ongoing
Minorities with greatest economic and/or social need	Staff/volunteers who are fluent in Spanish promote the program at Senior Centers, commodities/food distributions, Business Expo, Farmer's market, 2 annual Senior BBQ's, Camarena Health Fair, posting on face book, monthly support group, MCH home health. Annually activity guide with ADC information is given to home delivered meals.	Ongoing Monthly July '15 Aug '15 Sept '15 May '16 June '16
Limited English proficiency	ADC brochure is in Spanish and given out where needed along with providing information to the Spanish radio station during their free PSA's, face book, activity guide in Spanish	Ongoing Monthly
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)*	ADC program information is provided to the Madera County Agencies that serve disabilities: ARP, MCH Home Health, Behavioral Health, Mental Health services, Home delivered meals and posted on face book	Ongoing
Alzheimer's disease or related disorders with neurological & organic brain dysfunction (and the caregivers of these individuals)	ADC program is given to all potential and current participants families, support group, VCRC, senior centers, Business Expo, Camarena Health, interested parties and posted on face book	Ongoing June '15
Lesbian, gay, bisexual, or transgender	A posting about the ADC program is placed on www.gayfresno.com which serves Madera County, along with posting on face book and home delivered meals	Ongoing

Exhibit F

Service Provider Emergency Resource Information

Please complete for each location from which contracted services are offered.

Organization	City of Madera
Site Name	Adult Day Care and Respite Center
Street Address	322 West 6th Street
City/ST/Zip	Madera, CA 93637

Primary Contact	Ozzie Naranjo		
Job Title	Community Programs Manager	E-mail	onaranjo@cityofmadera.com
Office Phone	(559) 661-5495	Cell Phone	

Secondary Contact:	Corinne Long-Folk		
Job Title	Community Programs Coordinator	E-mail	cfolk@cityofmadera.com
Office Phone	(559) 661-5489	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
	Cooking Facilities		Internet Access
X	Distribution Site for Food & Water	X	Spanish Translation
	Counseling Services		Sign Language Translation
	Home/Neighborhood Cleanup		Other Translation:

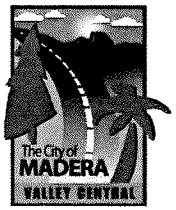
	Yes	No
Can this site provide temporary shelter space for 48 hours or more in the event of an emergency?		X
Is this site able to help with assessing the needs of older individuals in the neighborhood or community following a disaster?	X	
Following a major disaster, can this site help transport older individuals 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?	20
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: N/A

City of Madera

Parks & Community Services



Parks Make Life Better!

Mary Anne Seay
Director

Mark Etheridge
Business Manager

Marylin Hall-Zunino
Administrative Assistant

Elizabeth Ybarra
Office Assistant II

Parks Admin
PT FTE
0.41

Ozzie Naranjo
Recreation/Community Services Manager

Recreation/Community Services
PT FTE
27.04

Parks Division
PT FTE
4.4

John Scarborough
Parks Planning Manager

Nicki Rincon
Recreation/Programs Coordinator
- Facilities
- Skate Park
- Department Special Events

Jennifer Schneider
Recreation/Programs Coordinator
- After School
- Drop-in Rec
- Youth Commission

Olga Saucedo-Garcia
Recreation/Programs Coordinator
- Aquatics
- Fee-Based Programs

Adam Romero
Recreation/Programs Coordinator
- Youth Sports
- Adult Sports

Yvonne Hamilton
Senior Nutrition Program Monitor
- Home-Bound Meal Monitor
- Special Event Support

Corinne Long-Folk
Recreation/Programs Coordinator
- Senior Services
- Adult Day Care

Vacant
Parks Leader Worker
LMZ Maintenance

Hector Sanchez
Parks Supervisor

LMZ Maintenance
PT FTE
4.35

Thomas Ruiz
Parks Worker III

Jason Laplant
Parks Worker III

Mark Manzo
Parks Worker III

Vacant
Parks Worker III

Jeff Faldon
Parks Worker II

Erik Hayward
Parks Worker II

Miguel Palacios
Parks Worker I

Gerardo Velasquez
Parks Worker I

Vacant
Parks Worker I

Vacant
Parks Worker I

Notice of Council Reorganization

The City Council of the City of Madera, at its Regular Meeting held on Wednesday, December 3, 2014, reorganized as follows:

MAYOR	**ROBERT L. POYTHRESS** (Mayor Term Ending December 2016)
MAYOR PRO TEM	**WILLIAM OLIVER, District 3** (Mayor Pro Tem Term Ending December 2015) (Council Member Term Ending December 2018)
COUNCIL MEMBER	**CHARLES FLORES RIGBY, District 5** (Council Member Term Ending December 2018)
COUNCIL MEMBER	**SALLY J. BOMPREZZI, District 1** (Council Member Term Ending December 2018)
COUNCIL MEMBER	**ANDREW J. MEDELLIN, District 2** (Council Member Term Ending December 2016)
COUNCIL MEMBER	**DONALD E. HOLLEY, District 6** (Council Member Term Ending December 2016)
COUNCIL MEMBER	**DEREK O. ROBINSON SR., District 4** (Council Member Term Ending December 2016)

The Madera City Council meets on the first and third Wednesday of each month in the Council Chambers at City Hall located at 205 West Fourth Street, Madera, California 93637 (6:00 p.m. closed session, 6:30 p.m. regular session)

City of Madera City Clerk
(559) 661-5405
salvarez@cityofmadera.com
Update: 12/04/14

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

RECREATION/COMMUNITY PROGRAMS SUPERVISOR

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 general supervision, plans and coordinates the activities and operations of the Recreation and Senior Services Divisions of the Parks and Community Services Department including recreational and leisure services; senior nutritional, health, recreation and social service programs county-wide; the rental of community facilities; identifies potential funding resources and administers grants; serves as a technical resource for assigned work personnel; supervises, evaluates, and participates in the work of personnel responsible for the operation of these divisions; ensures safe work practices and service quality; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The Recreation/Community Programs Supervisor is the single position classification responsible for overseeing the activities of a variety of recreational and leisure services including adult and youth sports, youth and teen programs, community events, and county-wide senior citizen's services including nutritional, health, recreation, social programs and the operation and maintenance of program sites. Additionally, the incumbent has responsibility for the management and operation of community facilities and facilities rental. This classification is distinguished from the next higher classification of Recreation/Community Programs Manager in that the latter has overall responsibility for community programs provided through the department.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from the Recreation/Community Programs Manager. Exercises functional and technical supervision over assigned staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Accepts responsibility for supervising activities, operations and services of the Senior Services Division of the Parks and Community Services Department including planning, coordinating, prioritizing, monitoring and participating in the county-wide programs meeting the nutritional, health, recreational and social needs of the senior population.

- Accepts responsibility for supervising activities, operations and services of the Recreation

Division of the Parks and Community Services Department including planning, supervising comprehensive recreational programs of adult and youth sports, contract classes, or other recreational programs involving the supervision of group instructors, contractors, and leaders in the planning of activities and events.

- Participates in the development, implementation and maintenance of the division goals, objectives, policies and procedures; ensures that program goals are achieved. Determines long-range program plans and develops methods used in providing community offerings.

- Plans, coordinates and reviews the work plan for assigned projects and responsibilities which may include program design, contract development and monitoring, and program site maintenance and repair, organizing and encouraging the formation of clubs, teams, leagues and special events; responds to inquiries or requests for service from interested community groups and citizens; interprets City policy for community groups, commissions, advisory boards and citizens; may provide staff assistance to advisory commissions and boards.

- Ensures compliance with various reporting requirements.

- Coordinates in the selection and training of personnel; assumes responsibility for motivating and evaluating assigned personnel; provides necessary training; initiates discipline procedures as is appropriate; recruits, hires and manages program volunteers; assigns work to assigned staff and personnel; monitors work activities to ensure safe work practices, work quality and accuracy; ensures compliance to applicable rules, policies and procedures; provides administrative and technical direction to staff.

- Analyzes program services and evaluates changing and developing program needs; seeks out and applies for grants and donations for program funding; administers grants to ensure compliance with regulations.

- Assists with preparation and administration of the annual budget for the Senior Services and Recreation Divisions; monitors expenditures. Maintains profit and loss statements and related contracts for enterprise facilities; works closely with vendors and related agencies.

- Assists in the preparation of federal and state grants as well as seeking sponsorships, gifts and donations; gathers and interprets statistical and fiscal data and submits in report form.

- Prepares and submits a variety of reports and memoranda on a number of related subjects.

- Supervises and participates in the design, preparation and distribution of program publicity including press releases, brochures, pamphlets, flyers and printed schedules; represents the department through the news media.

- Coordinates division activities with agencies and non-profit services.

- Provides staff assistance and technical support to assigned program activities to other City

departments and the Council on Aging; conducts organizational and operational service delivery studies; makes recommendations to address and resolve identified service delivery issues.

- Attends and participates in organizational and community meetings as necessary; stays current on issues relative to recreation and community service programs, parks maintenance and parks development; responds to and resolves community and organizational inquiries and complaints.

- Establishes positive working relationships with representatives of community organizations, state/local agencies, 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 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. In addition, the incumbent may be required to lift equipment and materials weighing in excess of 25 pounds.

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 Supervisor. A typical way of obtaining the required qualifications is to possess the equivalent of three years of increasingly responsible supervisory experience in the delivery of human services, seniors' program, recreation, or leisure time services and the equivalent to a Bachelor's degree from an accredited college or university with major work in social services, recreation, public administration or 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:

Recreation, cultural, leisure and social needs of the senior, adult, teen and youth populations of the community; procedures for planning, implementing and maintaining a

variety of recreation and leisure time activities and programs as well as senior nutritional, health, recreation and leisure time activities and programs through community participation; laws, codes and regulations relating to the provision of senior services; principles and practices of program administration including budgeting, marketing, purchasing, management and program needs forecasting; standard program evaluation methods and report writing procedures; principles of grant writing and administration; principles and techniques used in supervision, training and performance evaluation.

Ability to:

Supervise and direct the work of others performing service delivery in the areas of nutrition, health and recreation; design, develop and implement programs suited to the needs of the community; coordinate division programs with other social service agencies; prepare and administer division budgets and grants; analyze, interpret and explain division policies and procedures; supervise, train and evaluate subordinates; elicit community and organizational support for programs; communicate clearly and concisely, orally and in writing; identify and administer grants for a particular program area; establish and maintain effective working relationships.

Skill to:

Operate an office computer and a variety of word processing and software applications.

OSVALDO NARANJO

622 E. University - Fresno, California 93704
(559) 442-0409 or (559) 860-9506

EXPERIENCE

CITY OF FRESNO - Department of Parks, Afterschool, Recreation and Community Services.
Community Recreation Supervisor I *November, 2008 to Present*

I coordinated the administrative and management operations in the following program area: Fresno Building everyone's skills for tomorrow (BEST) programming. Duties included: program related report writing; program development; measurement and assessment of programs and services; recruiting, hiring, training, motivating and evaluating 20 – 35 employees; developing and maintaining community collaborations; preparing and tracking program budgets; leveraging allocated resources through partnerships and private support dollars; marketing Department programs and services; and building community support for Department efforts. (Bilingual- Spanish)

CITY OF FRESNO - Department of Parks, Afterschool, Recreation and Community Services
Community Recreation Supervisor II - Acting *September, 2007 to November, 2008*

I coordinated the administrative and management operations in the following program areas: senior hot meals, senior recreation programs, science programming, life and environmental science programming and social service funding. Duties included: program related report writing; program development; measurement and assessment of programs and services; recruiting, hiring, training, motivating and evaluating 55 - 75 employees; developing and maintaining community collaborations.

CITY OF FRESNO - Department of Parks, Afterschool, Recreation and Community Services
Community Recreation Supervisor I *November, 2006 to September, 2007*

I managed the daily operations in the following program areas: senior hot meals, senior recreation programs, and therapeutic recreation programs. Duties included: planning and implementing recreation and human development programs and services; supervising, hiring, evaluating, and training for 20 - 30 temporary recreation leaders, aides; program measurement; and assessing the community's recreation and leisure needs.

CITY OF FRESNO - Department of Parks, Afterschool, Recreation and Community Services
Community Recreation Supervisor I – Acting Duties *September, 2003 to November, 2006*

I managed the daily operations in the following program areas: senior hot meals, senior recreation programs, and therapeutic recreation programs. Duties included: planning and implementing recreation and human development programs and services; supervising, hiring, evaluating, and training for 20 - 30 temporary recreation leaders, aides; program measurement; and assessing the community's recreation and leisure needs.

CITY OF FRESNO - Department of Parks, Afterschool, Recreation and Community Services
Services Aid *August, 1995 to September, 2003*

I planned and implemented programs for the daily operations in the following program areas: afterschool recreation, therapeutic recreation programs, neighborhood park recreation programs and senior hot meal and recreation programs. Duties included: planning and implementing recreation and human development programs and services; assisted in the supervision, evaluating, and training of fellow staff; Maintained program attendance records and created program reports, program measurement; and assessing the community's recreation and leisure needs.

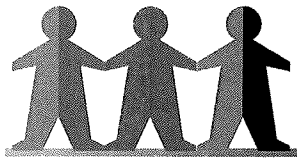
MALLORCA, SPAIN – REAL Club Deportivo Mallorca -
Professional Soccer Player *February, 1996 to August, 1996*

I trained daily to prepare for matches and interaction with community leaders and residents. Club hosted soccer camps for over 800 youth. I was responsible for leading instructive training sessions for up to 50 youth at a time. I was trained on how to deal with media and public relations. This experience really helped me understand cultural differences and gave me a better understanding of various cultures and has equipped me to be very respectful of cultural diversity as well as dealing with the public and media.

EDUCATION

COMMUNITY COLLEGE, FRESNO
Associate of Arts, Liberal Studies - 52 Units Completed

Clovis Unified School District, Clovis High
Diploma, High School



Connecting the Community

Fiscal Year 2015-2016 Contract
between
City of Madera
and
Fresno-Madera Area Agency on Aging

Contract No. 16-0147
Site Management

Documents Required to Execute Contract

Please return two sets of **all** contract documents 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; make required entries on each form.*

- ☐ **Page 2, Area Plan Grant Award Contract**
  Two Signatures needed: 1) Individual named on Exhibit E, page 5, as having primary, hands-on involvement & oversight of day-to-day operations; & 2) 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, Certification**
  Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix C, Contractor/Vendor Confidentiality 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 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. **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.*
- ☐ 2. **Copy of IRS Determination Letter of Tax Exempt Status**
- ☐ 3. **Organizational chart**, *including names and position titles for contracted program*
- ☐ 4. **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*
- ☐ 5. **List of Governing Board members**
- ☐ 6. **List of Advisory Council or Advisory Committee members** *(if applicable)*
- ☐ 7. **Current Program Newsletter and/or Flyer** *used to promote the contracted program*

Area Plan Grant Award

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Documents Required to Execute Contract i

CONTRACT 1

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Service Provider Emergency Resource Information ..... Exhibit F

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. "GC" means California Government Code.

G. "In-Kind Contributions" means the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.).

H. "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.

I. "OAA" means Older Americans Act.

J. "OMB" means the federal Office of Management and Budget.

K. "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.

L. "PSA 14" means the State Planning and Service Area comprised of Fresno and Madera Counties.

M. "Reimbursable item" also means "allowable cost" and "compensable item."

N. "State" and "Department" means the State of California and the California Department of Aging (CDA) interchangeably.

O. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements that provide for the provision of goods or services under this Agreement.

P. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.

Q. "USC" means United States Code.

R. "W&I" means California Welfare and Institutions Code.

S. As used throughout this Agreement, the term "shall" is mandatory; the term "may" is permissive.

T. 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 Amendments of 2006 (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 the federal Health and Human Services (HHS) terms and conditions found in Part II of the HHS Grant Policy Statement (http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf).

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, 2015, through June 30, 2016, 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 paragraph (1) (b) above.

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 certificates, 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 (CCC-307), 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 Government Code §11135-11139.5, and 22 CCR §98000 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, Chapter 182, Stats. 2006]

3. 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.]

4. 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 (GC §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 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.

5. 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.

6. 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)

7. The Contractor shall not require proof of age or citizenship as a condition of receiving services.

8. Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

9. 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 shall have in place operational policies, procedures, and practices to protect Agency on Aging information assets (i.e., public, confidential, sensitive and/or personal information) as specified in the State Administrative Manual, Sections 5300-5365.3; GC §11109.9; Department of General Services Management Memo 06-12; Department of Finance Budget Letter 06-34; and CDA Program Memorandum 07-18, Protection of Information Assets.

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 stored in any media form, paper or electronic.

2. Encryption on Portable Computing Devices

The Contractor is required to encrypt (or use an equally effective measure) any data collected under this Agreement that is confidential, sensitive, and/or personal, including data stored on portable computing devices (including, but not limited to, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

3. Disclosure

a. The Contractor shall ensure that personal, sensitive, and confidential 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 shall protect from unauthorized disclosure names and other identifying information, concerning

persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

c. "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 shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor is authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.

e. The Contractor 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 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. Training/Education

a. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive, or confidential information. Contractor employees, subcontractors, and volunteers must complete the required Information Security Awareness Training module available on the CDA Web site under Providers and Partners, Information Security Awareness Training, at the following URL:

http://www.aging.ca.gov/ProgramsProviders/#Resources

Training must be completed within thirty (30) days of the start date of any new employee, subcontractor, or volunteer. If Internet access is not available, a hard copy of the training module is available from the Agency on Aging and may be provided to employees, subcontractors, and/or volunteers for their completion. The Contractor must maintain certificates of completion on file and provide them to the Agency on Aging upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates.

b. The Contractor may substitute CDA's Information Security Awareness Training program with its own information security training provided such training meets or exceeds CDA's training requirement. Contractors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.

c. All employees and volunteers who handle personal, sensitive, or confidential information relating to the CDA's and the Agency on Aging's programs must participate in Information Security Awareness Training.

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) to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. The Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

6. Contractor/Vendor Confidentiality Statement

The Contractor shall sign and return to the Agency on Aging the *Contractor/Vendor Confidentiality 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 accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor 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.

8. Notification of Security Breach to Data Subjects

a. Notice must be given by the Contractor or subcontractor to any data subject whose personal information could have been breached.

b. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary, measures to restore system integrity are required.

c. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or 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 shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business. The Contractor shall ensure that any portable electronic media used for backups is 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 that relate to this Agreement.

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 paragraph 2 below, 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, paragraph H, *Information Integrity and Security*, and Article V, paragraph 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 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 a statement that "The conclusions and opinions expressed may not be those of the Agency on Aging and/or the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

K. Certifications

The Contractor shall comply with all statutes and laws contained in the Contractor Certification Clauses (CCC-1005) of Appendix B, *Certification*, 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. Clean Water Act, as amended. [33 USC §1251]

c. Federal Water Pollution Control Act, as amended. [33 USC §1251 et seq.]

d. Environmental Protection Agency Regulations. [40 CFR §29] [Executive Order 11738]

e. Public Contract Code §10295.3.

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 of 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. Title III:

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 §276c] [29 CFR §3];

ii) Davis-Bacon Act [40 USC §276a to 276a-7] [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 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 agrees not to use Agreement funds to pay the salary or expenses of any individual who is engaging in activities designed to influence legislation or appropriations pending before the Congress.

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.

6. 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.

7. A copy of all published documents indicated in paragraph six (6) above, will be forwarded to the Agency on Aging for file.

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]

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 45 CFR §92.20 (governmental) or 45 CFR §74.21 (non-profits) as well as those stipulated in 2 CFR §200.302, *Financial management*:

a. Financial Reporting;

b. Accounting Records;

c. Complete Disclosure;

d. Source Documentation;

e. Internal Control;

f. Budgetary Control;

g. Cash Management (written procedures); and

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. Program Income

1. All Program Income received by the Contractor shall be included on the monthly 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.

2. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

3. 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 D.5 below).

4. 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 D.5 below) and may reduce the total amount of contract funds payable to the Contractor.

5. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.

6. If Program Income is deferred for use, it must be used by the last day of the federal fiscal year and reported when used.

7. Program Income may not be used to meet the matching requirements of this Agreement.

8. Program Income must be used to expand services.

E. Matching Contributions

1. 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, Title III B (Ombudsman), Title III C1 Congregate Nutrition, Title III C2 Home-Delivered Nutrition, and Title III D Health Promotion: Ten (10) percent 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 ninety (90) percent of the sum of the grant award.

2. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

3. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

4. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor.

5. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget cost principles.

F. Availability of Funds

1. It is mutually 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 which 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 from the State to the Agency on Aging and/or by the United States Government or the Budget Acts of the

appropriate fiscal years for purposes of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statutes enacted by the Congress that may affect the provisions, terms, or funding of this award in any manner.

3. It is mutually agreed that if funding for any 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 Contract 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 contract.

4. The Agency on Aging has the option to void the Agreement under the thirty (30) day cancellation clause or to amend the Agreement to reflect any reduction in funds.

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 as directed by the Director.

6. 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.

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 C.1-C.3 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.

   1. The maximum reimbursement amount allowable for indirect costs is 10 percent (10%) of the Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment.

   2. Contractors requesting reimbursement for indirect costs shall obtain and retain on file an approved indirect cost rate from the State of California or an allocation plan documenting the

methodology used to determine the indirect costs.

3. Indirect costs exceeding the 10 percent (10%) maximum may be budgeted as in-kind and used to meet the minimum matching requirements.

4. For major Institutes of Higher Education and major nonprofit organizations (nonprofit organizations receiving more than $10 million dollars in Federal funding), 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]

B. The Contractor shall comply with those provisions and restrictions regarding revisions to the approved budget.

C. 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 which exceeds 10 percent (10%) or more 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 item changes. The record shall include the date of the transfer, the amount, and the purpose. 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.

D. The final date to submit a budget revision to the Agency on Aging for this Agreement is March 15, 2016.

ARTICLE VIII. PAYMENTS

A. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including mileage, per diem, and taxes, unless otherwise expressly so provided.

B. Unless otherwise specified by the Agency on Aging, the Contractor shall prepare and submit accurate and timely reports as specified in Appendix E, *Required Reports and Due Dates.*

C. The Agency on Aging shall review the Contractor's report to ensure compliance with the approved Agreement budget.

D. 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 the Agreement. The Agency on Aging shall pay the Contractor a total not to exceed the amount shown on page one (1) of this Agreement.

E. The Agency on Aging may require financial reports more frequently than indicated above 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.

F. 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*.

G. 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*.

H. 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 ensure that funds provided under this Agreement are administered in conformance with the acts, federal regulations, and policies and procedures of the Administration on Aging, California Department of Aging, and the Agency on Aging.

C. Funds for this Agreement shall not be obligated in any subcontracts for service beyond the ending date of this Agreement.

D. The Contractor shall have no authority to contract for, or on behalf of, the State of California or the Agency on Aging, or to incur obligations on behalf of the State of California or the Agency on Aging.

E. Copies of subcontracts, Memorandums and/or Letters of Understanding shall be on file with the Contractor, shall be submitted to the Agency on Aging and shall be made available for review at the request of the Agency on Aging.

F. Once a subcontractor is approved by Agency on Aging, the following conditions apply:

1. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XV, *Insurance*, of this Agreement.

2. 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 in the performance of this Agreement.

3. The Contractor shall require the subcontractor to comply with all the terms and conditions set forth in this Agreement, including, but not limited to, the responsibility to preserving the State's and the Agency on Aging's copyrights and rights in data in accordance with Sections I and J of Article V, *Assurances*, of this Agreement; for handling property in accordance with Article XI, *Property*, of this Agreement; and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article X, *Records and Reports*, of this Agreement.

4. 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.

5. 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 Agency on Aging

for training and meeting, which the Agency on Aging may find necessary from time to time.

6. 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, *Audits*, 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 must be maintained and kept 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.1.a through A.1.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, 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 submit all appropriate financial 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 financial and program data submitted to the Agency on Aging are timely, complete, accurate, and verifiable.

3. Program reports are due to the Agency on Aging as indicated in Appendix E, *Required Reports and Due Dates*.

4. Monthly fiscal reports are due to the Agency on Aging by the fifteenth (15th) day of the month following the reporting period.

5. The *Financial Closeout Report* for this Agreement shall be submitted to the Agency on Aging by July 15, 2016. If Agreement is terminated or cancelled prior to June 30, 2016, the *Financial Closeout Report* shall be submitted to the Agency on Aging within fifteen (15) days of termination or cancellation of the Agreement.

6. If supporting documentation is required as stated in Article XIV, *Audits*, all such documentation must accompany the monthly report.

7. 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 meeting all of the following criteria is subject to the reporting requirements:

1. Has a normal useful life of at least one (1) year.

2. Has a unit acquisition cost of at least $500 including any appropriate sales tax, shipping, and installation costs, etc. (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit).

3. Is used to conduct business under this Agreement.

C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B of this Article must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

D. 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.

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.

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; and specific location of the property.

F. The Contractor shall maintain a cumulative inventory, including all information required by paragraph E 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.

G. 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, and enter the asset tag number on the cumulative inventory records maintained by the Contractor for this Agreement.

H. 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 corresponding reconciliation must be kept on file and available for review by the Agency on Aging.

I. 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 Agency on Aging. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Agency on Aging. The Contractor shall submit a *Request to Dispose of Property* (CDA 248) to the Agency on Aging, and the Agency on Aging will then instruct the

Contractor on disposition of the property. Once approval of the disposal has been received from the Agency on Aging, the item(s) shall be removed from the Contractor's inventory report.

J. The Contractor must remove all confidential, sensitive, or personal information from Agency on Aging property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity, and certify this action on the *Request to Dispose of Property* (CDA 248). This includes, but is not limited to, magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

K. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property or equipment to the Agency on Aging via a written report. In addition, the Contractor shall complete a *Request to Dispose of Property* (CDA 248) and provide it to the Agency on Aging.

L. 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, unless otherwise required by federal law or regulations.

M. 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.

N. 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.

O. The Contractor shall use the property for the purpose for which it was intended under this Agreement.

P. 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.

Q. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

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, inspection of project premises, inspection of food preparation sites, and interviews of project staff and participants.

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. AUDITS

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); and 2 CFR §200.501 to 200.521 (formerly OMB Circular A-133).

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 audit along with each of its subrecipients. 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 (b))

93.042 Special Programs for the Aging - Title VII, Chapter 2 – Long Term Care Ombudsman Services for Older Individuals (Title VII (a))

93.043 Special Programs for the Aging – Title III, Part D – 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 sub-recipients that meet the definition of a "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 2 CFR §200.501 to 200.521 [formerly OMB Circular A-133], whether a program-specific audit may be elected. (Federal Office of Management and Budget, [2 CFR §200, 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 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 to 200.521 (formerly OMB Circular A-133) as summarized in Section E 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]; 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.

   f. Written procedures for determining the allowability of costs in accordance with 2 CFR §200, Subpart E–Cost Principles.

   [2 CFR §200.302]

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.

E. The Contractor shall ensure that its single audit report meets 2 CFR §200, Subpart F–Audit Requirements (formerly OMB Circular A-133):

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]

2. Properly procured: Use procurement standards for auditor selection. [2 CFR §200.509]

3. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR §200.514]

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]

5. Performed in accordance with provisions applicable to this program as identified in 2 CFR §200, Subpart F–Audit Requirements (formerly OMB Circular A-133 Compliance Supplement).

F. 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.

G. 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. [2 CFR §200.425] However, the following audit costs are unallowable:

1. Any costs when audits required by the Single Audit Act and 2 CFR §200, Subpart F–Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

   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.

H. The Contractor shall cooperate with and participate in any further audits which may be required by the Agency on Aging.

I. 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.

ARTICLE XVII. TERMINATION

A. Termination Without Cause

1. The Agency on Aging may terminate performance of work under this Agreement 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. The Agency on Aging may terminate the Agreement 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 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 Robert L. Poythress, Mayor
(Name/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, 2015, to June 30, 2016, including any subsequent amendments and all necessary supporting documents.

_____

Signature of Chair
Governing Board

_____

Date

APPENDIX B

CERTIFICATION (CCC-1005)

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/Bidder Name (Typed)	*Federal ID*

By (Authorized Signature)

Mary Anne Seay, Director of Parks and Community Services Department
Name & Title of Person Signing (Typed)

	Madera
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (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 Fresno-Madera Area Agency on Aging (Agency on Aging) 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 Agency on Aging.

Failure to make a good faith effort may be cause for non-renewal of an Agency on Aging contract for legal services, and may be taken into account when determining the award of future contracts with the Agency on Aging 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 Agency on Aging.

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

Agency on Aging 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 http://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 Agency on Aging, the California Department of Aging, 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 executed or amended after July 1, 2004, the Contractor may elect to offer domestic partner benefits to the Contractor's employees in accordance with Public Contract Code section 10295.3.

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))

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 Agency on Aging 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 Agency on Aging 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 Agency on Aging 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 a state agency or other governmental entity.

APPENDIX C

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

CERTIFICATION
I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.

City of Madera	16-0147
Contractor/Vendor Name (Typed)	*Contract Number*
Authorized Signature	*Date*

Mary Anne Seay, Director of Parks and Community Services Department
Name and Title of Person Signing (Typed)

In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., California Department of Aging (CDA) Management Memo 06-12 and CDA Budget Letter 06-34, the Fresno-Madera Area Agency on Aging (Agency on Aging) hereby requires the Contractor/Vendor to certify that:

- The Contractor/Vendor will provide annual confidentiality training for all employees and volunteers who handle personal, sensitive, or confidential information, as per Article II, Sections D.4.a through D.4.c of this Agreement.
- 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 the Agency on Aging by completing CDA Form 1025, Security Incident Report.
- 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 the Agency on Aging.
- The Agency on Aging or its designee will be granted access by the Contractor or Vendor to any computer-based confidential information within the scope of the Contract.

APPENDIX C

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

- 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.

Please place an **X** in the appropriate box:

- [x] An independent audit shall be performed in accordance with the requirements of 2 CFR Part 200, Subpart F, Audit Requirements (formerly OMB Circular A-133), 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	2016
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

Title V Senior Community Service Employment Program ***Due 10th of each month***
- Monthly Expenditure Report and Request for Funds *(CDA 29)*

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 on or about the 20th of the month, or the following business day if the 20th falls on a holiday or weekend, 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**
  - Due by July 15th with exception of HICAP, which is due within 30 days of end of funding period
- **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**
  - 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
  - Attach associated Client Intake Forms
  - Attach 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 Monthly HICAP Aggregate Data Report from SHARP system

**Due date subject to California Department of Aging notifications*

Monthly Title III C Elderly Nutrition Program Reports ***Due 7th working day of each month***

- Q Monthly Service Roster
- Daily Sign-In Sheets
- Associated Client Intake Forms
- Client Deactivation Request
- Nutrition Volunteer Summary Report
- Cash Count Sheet
- Food Preparation Center Food Service
- Check Sheet

Quarterly Reports ***Due 15th of each month***

- **Title III B California Legal Services** Quarterly Aggregate Report *(CDA 1022)*
- **Title VII (b) Elder Abuse Prevention** Quarterly Activity Report *(CDA 1037)*
- ****Title V Senior Community Service Program** Quarterly Service Unit Report *(Form 186Q)*
  - Attach final Quarterly Progress Report from SPARQ system

***Due date subject to California Department of Aging notifications*

Quarterly Reports ***Due 30th of each month***

- **Long-Term Care Ombudsman Program**
  - Copy of completed Quarterly Ombudsman Reporting Form *(OSLTCO S301)* as submitted to the California Department of Aging
    - Attach supporting aggregate program performance data from the Ombudsman Data Integration Network (ODIN) 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 Article XVII of this Agreement, *Termination.*

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
3837 N. Clark St., Fresno, CA 93726

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) 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
Adam Vinogradoff Administrative Analyst Email: avinogradoff@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 Site Monitoring Nutrition Supply Order Forms
Cory Scholtes Peggy Bakeman Program Coordinators Email: cscholtes@fmaaa.org pbakeman@fmaaa.org Fax: (559) 243-5651	Home-Delivered Meals: Discontinue or Restart Eligibility & Assessments Missed Deliveries Short-Term Temporary (STT) Program

Appendix I

Fresno-Madera Area Agency on Aging
Emergency Contact Information

Information and Assistance:	(559) 600-4405 (800) 510-2020

Director, Emergency Coordinator, and Public Relations Officer	Jean Robinson
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
Residence Address:	PO Box 28093 Fresno, CA 93729
After Hours Phone:	(559) 930-5847

Alternate Emergency Coordinator	Linda L. Descoteaux
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
Residence Address:	2942 E. Swift Ave. Fresno, CA 93726
After Hours Phone:	(559) 222-1468

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))

State Planning and Service Area (PSA) 14		
Fresno-Madera Area Agency on Aging	3837 N. Clark St.	Fresno, CA 93726
Senior Resource Center	2025 E. Dakota Ave.	Fresno, CA 93726
Fresno City		
Mary Ella Brown Community Center	1350 E. Annadale Ave.	Fresno, CA 93706
Mosqueda Community Center	3670 E. Butler Ave.	Fresno, CA 93702
Pinedale Community Center	7170 N. San Pablo Ave.	Pinedale, CA 93650
Ted C. Wills Center	770 N. San Pablo Ave.	Fresno, CA 93728
Fresno County		
Caruthers Senior Center	13441 S. Quince Ave.	Caruthers, CA 93609
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
Mendota Senior Center	415 Sorenson Ave.	Mendota, CA 93640
Nick Medina Senior Center	2301 Selma St.	Selma, CA 93662
Orange Cove Senior Center	699 6th St.	Orange Cove, CA 93646
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
Madera City		
Frank A. Bergon Senior Center	238 S. D St.	Madera, CA 93637
Pan-American Community Center	703 E. Sherwood Way	Madera, CA 93638
Madera County		
Chowchilla Senior Center	820 Robertson Blvd.	Chowchilla, CA 93610
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 Internal Revenue Service Form W-9, which is provided on the next page.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

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; 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. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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.)
205 W. 4th Street

6 City, state, and ZIP code
Madera, CA 93637

Requester's name and address (optional)
Fresno-Madera Area Agency on Aging
3837 N. Clark
Fresno, CA 93726

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
9	4	–	6	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 on page 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

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?* on page 2.

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?* on page 2 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 Publication 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 Part II instructions on page 3 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* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

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* on page 3 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.

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, list first, and then circle, the name of the person or entity whose number you entered in Part I of 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 in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in 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.

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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), 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 the chart on page 4 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. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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 items 1, 4, or 5 below indicate 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. 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:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. 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* on page 2.

*Note. 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 Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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 contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov 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.

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); Code of Federal Regulations (45 CFR §1321); Title 22, California Code of Regulations (CCR) §7000 et seq.; California Department of Aging Program Memoranda; and state and federal laws.

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 Dietary Guidelines for Americans, 2010. 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 Dietary Guidelines for Americans, 2010.

2. Home-Delivered Meals: Individuals eligible to receive a home-delivered meal are:

   a. Any older individual who is frail and homebound by reason of illness, disability, or isolation.

      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.

   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.

   d. Priority shall be given to eligible older individuals as described in item H.2.a. above.

   [22 CCR §7638.7(c)]

3. 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)]

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.

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 previous service day;

c. Monitor daily meal service numbers to maintain total monthly meals ordered near or at allocation level stated in this Agreement (however, this is not to be construed that the service provider is precluded from serving above the allocation level by using donations or other sources of revenue to supplement the number of meals supported by this Agreement);

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. Maintain client records in a safe and confidential manner;

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:

u. Observe any physical or emotional changes in participants' conditions and report any cases of known or suspected elder abuse to Adult Protective Services.

III. 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 (observed)	Friday, July 3, 2015
Labor Day	Monday, September 7, 2015
Veterans Day	Wednesday, November 11, 2015
Thanksgiving Holiday	Thursday, November 26, 2015 and Friday, November 27, 2015
Christmas Day	Friday, December 25, 2015
New Years Day	Friday, January 1, 2016
Martin Luther King Jr. Day	Monday, January 18, 2016
Presidents Day	Monday, February 15, 2016
Memorial Day	Monday, May 30, 2016

Title III B / Title III C / Title III D / Title VII

(Revised June 2015)

EXHIBIT B

FRESNO - MADERA AGENCY ON AGING
PERSONNEL BUDGET DETAIL: FY 2015-16

CONTRACTING AGENCY: City of Madera

CONTRACT NO: 16-0147

PROGRAM: Title III C1 Congregate Nutrition 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
1. Community Service Manager	Salary	100.0%	62,852	5.00%	171			2,970		3,141
2. Community Service Coordinator	Salary	100.0%	45,367	25.00%	10,247			1,096		11,343
3. Office Assistant	Salary	100.0%	42,945	5.00%			1,025	1,124		2,149
4. Program Leader II Bergon	Salary	81.3%	17,453	30.71%	4,160	1,199				5,359
5. Program Leader II Pan Am	Salary	81.3%	17,453	30.71%	4,160	1,199				5,359
6.	Salary									
7.	Salary									
8.	Salary									
9.	Salary									
10.	Salary									
Total Salaries			*Page 2 Line 1 a ----->*		18,738	2,398	1,025	5,190		27,351
Total Payroll Taxes			*Page 2 Line 1 b ----->*		2,092	312	100	507		3,011
Total Benefits			*Page 2 Line 1 c ----->*		7,169	90	675	3,416		11,350
TOTAL PERSONNEL COSTS			*Page 2 Line 1 ----->*		28,000	2,800	1,800	9,113		41,712

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

Exhibit B

(Revised June 2015)

FRESNO - MADERA AREA AGENCY ON AGING
PROGRAM BUDGET BY INCOME SOURCE: FY 2015-2016

CONTRACTING AGENCY: City of Madera

CONTRACT NO: 16-0147

PROGRAM: Title III C1 Congregate Nutrition Site Management

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	18,738	2,398	1,025	5,190		27,351	
b. Payroll Taxes	2,092	312	100	507		3,011	
c. Employee Benefits & Work. Comp.	7,169	90	675	3,416		11,350	
1. PERSONNEL COSTS	27,999	2,800	1,800	9,113		41,712	
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	27,999	2,800	1,800	9,113		41,712	
8. INDIRECT COSTS (Attach narrative)							
TOTAL COSTS	27,999	2,800	1,800	9,113		41,712	

* 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.

Exhibit B

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF FUNDING SOURCES: FY 2015-16

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III C1 Congregate Nutrition Site Management

CONTRACT NO: 16-0147
REVISION NO:

	PROGRAM	
	B. CASH	C. IN-KIND
1. FMAAA Grant	27,999	
2. Program Donations:		
Current Year Program Donations	2,800	
Deferred Donations		
3. Home-Delivered Nutrition (C-2) Donations:		
Current Year Home-Delivered Nutrition (C-2) Donations	1,800	
Deferred Home-Delivered Nutrition (C-2) Donations		
4. Matching Funds - Cash & In-Kind (List Source):		
a. City of Madera General Fund	9,113	
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)*	41,712	
Total from Page 2, Columns F and G	41,712	
Variance (must be zero)	*0*	*0*

Exhibit B

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF PROGRAM/SITE SUPPLIES AND EQUIPMENT PURCHASES: FY 2015-16

CONTRACTING AGENCY: City of Madera **CONTRACT NO:** 16-0147

PROGRAM: Title III C1 Congregate Nutrition Site Management **REVISION NO:**

	ITEM QUANTITY (Must List number)	Item Type / Descripton	Estimated Quarter 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: 16-0147

SITES: Two Sites in City of Madera (see below)

CONTRACT EFFECTIVE: July 1, 2015 to June 30, 2016

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 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 Contract

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	31
Transportation	16
Health & Wellness Presentation / Fitness Classes	12
Recreational Activities	31
Leisure Trips	31
Adult Day Care	26

2. SERVICE AREA

Where will the contracted program be provided?		
Street Address	City	Zip Code
Frank Bergon Senior Center 238 South D Street	Madera	93637
Pan-American Senior Center 703 E Sherwood Way	Madera	93638

Exhibit E
Program Narrative

3. LANGUAGE TRANSLATION NEEDS & PROVISIONS

Enter an "X" by the languages spoken by older adults and family caregivers in your service area.		Enter an "X" if language spoken by program staff.	Enter an "X" if language spoken by program volunteers.
	English	X	X
	Spanish	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 populations; 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 staff 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 our participants is done by providing a private place, most commonly a closed office where information can be given to complete an intake form

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 Nutrition Site Management.
Nutrition site management is provided at two senior centers located in the City of Madera. The two sites serve a nutritious, hot meal to seniors aged 60+ during weekday (excluding holidays). Senior site program leaders II 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/presentations

What was the primary accomplishment achieved by the **Nutrition** program in the past year?
Through the nutrition program we are able to meet the nutrition needs of our senior participants who otherwise might not be able to prepare a meal for themselves. The program also provides opportunities for participants to enjoy a well balanced meal along with companionship with other senior participants

Please describe another accomplishment achieved by the **Nutrition** program in the past year.
The nutrition program provides the 300+ senior participants we serve with fresh fruits and vegetables daily that they otherwise might not have consumed due to financial situations. The senior participants really like the choice of salads during the summer months

6. CASE STUDY

Briefly describe how the **Nutrition** program successfully met the needs of a program participant in the past year. Do not use real names.
A senior participant at Frank Bergon writes: The senior center is a good place for the seniors to come to associate and play games, as well as having a place to come for cooling and heating. I also like that I have somewhere to eat a well balanced meal rather than just anything I find around the house, I feel by having this senior center that it's a good place to go because some of us live by ourselves. It gives us a place to go especially the seniors that can't drive

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
Ozzie Naranjo	Community Programs Manager
Corinne Long-Folk	Community Program Coordinator
Marylin Hall-Zunino	Office Assistant
Michelle Cornejo	Program Leader II – Pan American
Lauren Magdaleno	Program Leader II – Frank Bergon

***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 Nutrition Site Management program.**

Ozzie Naranjo	Community Programs Manager
Name	*Title*

(559) 661-5495	onaranjo@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.

Exhibit E
Program Narrative

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.)*

Site	Days Open	Start Time	Close Time
Frank Bergon Senior Center	M-T-W-Th-F	8:00 am	2:00 pm
Pan-American Senior Center	M-T-W-Th-F	8:00 am	2:00 pm

Month	Enter Dates of Holidays & Other Planned Closures	Total Days Service to be Provided
July 2015	7/3/15	23
August 2015		20
September 2015	9/7/15	21
October 2015	10/12/15	21
November 2015	11/11/15, 11/26/15, 11/27/15	18
December 2015	12/25/15	22
January 2016	1/1/16, 1/18/16	19
February 2016	2/15/16	20
March 2016		23
April 2016		21
May 2016	5/30/16	21
June 2016		22
Total Days of Contracted Service to be Provided under this Agreement:		**251**

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 **Nutrition** program.
1. Training our volunteers to assist site program leader to make "wellness checks" on nutrition participants who haven't been to our nutrition site during the last month 2. Training our volunteers to assist our site program leader to randomly call nutrition participants and provide information on programs that could be of interest to them

How would participants of the **Nutrition** program benefit from these improvements?
1. Making wellness calls on participants lets them know that their participation is valued and that we want to make sure that they are o.k. Gives us an opportunity to assist with resource information, if needed 2. Through placing calls to participants and giving them the monthly program opportunities and lunch menu, our hope is that it will generate regular program attendance and a healthier participant

Describe the **specific steps** your organization will take to make these improvements during the current fiscal year.
1. Confidential training to our site volunteers so they are able to make calls 2. Setting aside volunteer hours on a weekly basis to ensure contacts are being made on a regular basis 3. Provide training on Madera city/county resources that are available to seniors

Describe how you will know if your improvement efforts are successful, and **how you will measure** your achievements.
1. Increase in number of nutrition meals ordered 2. Through a customer satisfaction survey 3. Sign in sheets will provide daily participation data

Exhibit E
Program Narrative

10. OUTREACH ACTIVITIES/TARGETING PLAN *(22 CCR § 7310, WIC § 9103)*

Targeted Group of Older Individuals	How will the Targeted Group be informed of the Nutrition program & encouraged to participate?	Month(s) Scheduled
Reside in rural areas	Senior nutrition program information is listed in the activity guide (guide included in submittal) and disseminated at rural commodities/food distribution sites, posted on face book and City of Madera website	Ongoing Monthly
Greatest economic need *(Income level at or below the federal poverty line)*	Senior nutrition program information is listed in the activity guide (guide included in submittal) and disseminated at rural commodities/food distribution sites, posted on face book and City of Madera website, senior centers, Business Expo, Farmer's Market, 2 annual Senior BBQ, Camarena Center, MCH Home Health	Ongoing Monthly Aug '15 Sept '15 May '16 June '16
Greatest social need *(Need caused by non-economic factors)*	Senior nutrition program information is listed in the activity guide (guide included in submittal) and disseminated at rural commodities/food distribution sites, posted on face book and City of Madera website, senior centers, Business Expo, Farmer's Market, 2 annual Senior BBQ, Camarena Center, MCH Home Health	Ongoing Monthly Aug '15 Sept '15 May '16 June '16
Native Americans	Posting information of our face book page and City of Madera website	Ongoing Monthly
Minorities with greatest economic and/or social need	Staff and volunteers who are fluent in Spanish promote the program at the commodities/food distribution events, Farmer's Market, other food pantry give a ways, activity guide in Spanish, 2 annual senior BBQ's, City of Madera website	Ongoing Monthly
Limited English proficiency	Senior nutrition information is provided in Spanish and also to the Spanish speaking radio station during their free PSA's	Ongoing
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)*	Senior nutrition information is provided to the Madera County agency's that serve severely disabled seniors; ARP, MCH Home Health, Star Center, Behavioral Health, Mental Health, Camarena Health Center, face book, City of Madera website	Ongoing Sept '15 May '16 June '16
Alzheimer's disease or related disorders with neurological & organic brain disfunction (and the caregivers of these individuals)	Senior nutrition information is disseminated to families who attend the Alzheimer's support group, posted on face book, City of Madera website	Ongoing Monthly
Lesbian, gay, bisexual, or transgender	A posting about the nutrition program is placed on the website www.gayfresno.com which serves Madera City area	Ongoing Monthly

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 93637

Primary Contact	Ozzie Naranjo		
Job Title	Community Programs Manager	E-mail	onaranjo@cityofmadera.com
Office Phone	(559) 661-5495	Cell Phone	

Secondary Contact:	Corinne Long-Folk		
Job Title	Community Programs Coordinator	E-mail	cfolk@cityofmadera.com
Office Phone	(559) 661-5495	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: N/A

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 Am Community Center
Street Address	703 East Sherwood
City/ST/Zip	Madera, CA 93637

Primary Contact	Ozzie Naranjo		
Job Title	Community Programs Manager	E-mail	onaranjo@cityofmadera.com
Office Phone	(559) 661-5495	Cell Phone	

Secondary Contact:	Corinne Long-Folk		
Job Title	Community Programs Coordinator	E-mail	cfolk@cityofmadera.com
Office Phone	(559) 661-5495	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:

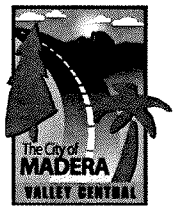
	Yes	No
Can this site provide temporary shelter space for 48 hours or more in the event of an emergency?	X	
Is this site able to help with assessing the needs of older individuals in the neighborhood or community following a disaster?	X	
Following a major disaster, can this site help transport older individuals 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: N/A

City of Madera

Parks & Community Services



Parks Make Life Better!

Mary Anne Seay
Director

Mark Etheridge
Business Manager

Marylin Hall-Zunino
Administrative Assistant

Elizabeth Ybarra
Office Assistant II

Parks Admin
PT FTE
0.41

Ozzie Naranjo
Recreation/Community Services Manager

Recreation/Community Services
PT FTE
27.04

Parks Division
PT FTE
4.4

John Scarborough
Parks Planning Manager

Nicki Rincon
Recreation/Programs Coordinator
- Facilities
- Skate Park
- Department Special Events

Jennifer Schneider
Recreation/Programs Coordinator
- After School
- Drop-in Rec
- Youth Commission

Olga Saucedo-Garcia
Recreation/Programs Coordinator
- Aquatics
- Fee-Based Programs

Vacant
Parks Leader Worker
LMZ Maintenance

Hector Sanchez
Parks Supervisor

LMZ Maintenance
PT FTE
4.35

Thomas Ruiz
Parks Worker III

Jason Laplant
Parks Worker III

Mark Manzo
Parks Worker III

Vacant
Parks Worker III

Jeff Faldon
Parks Worker II

Erik Hayward
Parks Worker II

Adam Romero
Recreation/Programs Coordinator
- Youth Sports
- Adult Sports

Yvonne Hamilton
Senior Nutrition Program Monitor
- Home-Bound Meal Monitor
- Special Event Support

Corinne Long-Folk
Recreation/Programs Coordinator
- Senior Services
- Adult Day Care

Miguel Palacios
Parks Worker I

Gerardo Velasquez
Parks Worker I

Vacant
Parks Worker I

Vacant
Parks Worker I

Notice of Council Reorganization

The City Council of the City of Madera, at its Regular Meeting held on Wednesday, December 3, 2014, reorganized as follows:

MAYOR	**ROBERT L. POYTHRESS** (Mayor Term Ending December 2016)
MAYOR PRO TEM	**WILLIAM OLIVER, District 3** (Mayor Pro Tem Term Ending December 2015) (Council Member Term Ending December 2018)
COUNCIL MEMBER	**CHARLES FLORES RIGBY, District 5** (Council Member Term Ending December 2018)
COUNCIL MEMBER	**SALLY J. BOMPREZZI, District 1** (Council Member Term Ending December 2018)
COUNCIL MEMBER	**ANDREW J. MEDELLIN, District 2** (Council Member Term Ending December 2016)
COUNCIL MEMBER	**DONALD E. HOLLEY, District 6** (Council Member Term Ending December 2016)
COUNCIL MEMBER	**DEREK O. ROBINSON SR., District 4** (Council Member Term Ending December 2016)

The Madera City Council meets on the first and third Wednesday of each month in the Council Chambers at City Hall located at 205 West Fourth Street, Madera, California 93637 (6:00 p.m. closed session, 6:30 p.m. regular session)

City of Madera City Clerk
(559) 661-5405
salvarez@cityofmadera.com
Update: 12/04/14

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

RECREATION/COMMUNITY PROGRAMS SUPERVISOR

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 general supervision, plans and coordinates the activities and operations of the Recreation and Senior Services Divisions of the Parks and Community Services Department including recreational and leisure services; senior nutritional, health, recreation and social service programs county-wide; the rental of community facilities; identifies potential funding resources and administers grants; serves as a technical resource for assigned work personnel; supervises, evaluates, and participates in the work of personnel responsible for the operation of these divisions; ensures safe work practices and service quality; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Recreation/Community Programs Supervisor** is the single position classification responsible for overseeing the activities of a variety of recreational and leisure services including adult and youth sports, youth and teen programs, community events, and county-wide senior citizen's services including nutritional, health, recreation, social programs and the operation and maintenance of program sites. Additionally, the incumbent has responsibility for the management and operation of community facilities and facilities rental. This classification is distinguished from the next higher classification of Recreation/Community Programs Manager in that the latter has overall responsibility for community programs provided through the department.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from the Recreation/Community Programs Manager. Exercises functional and technical supervision over assigned staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Accepts responsibility for supervising activities, operations and services of the Senior Services Division of the Parks and Community Services Department including planning, coordinating, prioritizing, monitoring and participating in the county-wide programs meeting the nutritional, health, recreational and social needs of the senior population.

- Accepts responsibility for supervising activities, operations and services of the Recreation

Division of the Parks and Community Services Department including planning, supervising comprehensive recreational programs of adult and youth sports, contract classes, or other recreational programs involving the supervision of group instructors, contractors, and leaders in the planning of activities and events.

- Participates in the development, implementation and maintenance of the division goals, objectives, policies and procedures; ensures that program goals are achieved. Determines long-range program plans and develops methods used in providing community offerings.

- Plans, coordinates and reviews the work plan for assigned projects and responsibilities which may include program design, contract development and monitoring, and program site maintenance and repair, organizing and encouraging the formation of clubs, teams, leagues and special events; responds to inquiries or requests for service from interested community groups and citizens; interprets City policy for community groups, commissions, advisory boards and citizens; may provide staff assistance to advisory commissions and boards.

- Ensures compliance with various reporting requirements.

- Coordinates in the selection and training of personnel; assumes responsibility for motivating and evaluating assigned personnel; provides necessary training; initiates discipline procedures as is appropriate; recruits, hires and manages program volunteers; assigns work to assigned staff and personnel; monitors work activities to ensure safe work practices, work quality and accuracy; ensures compliance to applicable rules, policies and procedures; provides administrative and technical direction to staff.

- Analyzes program services and evaluates changing and developing program needs; seeks out and applies for grants and donations for program funding; administers grants to ensure compliance with regulations.

- Assists with preparation and administration of the annual budget for the Senior Services and Recreation Divisions; monitors expenditures. Maintains profit and loss statements and related contracts for enterprise facilities; works closely with vendors and related agencies.

- Assists in the preparation of federal and state grants as well as seeking sponsorships, gifts and donations; gathers and interprets statistical and fiscal data and submits in report form.

- Prepares and submits a variety of reports and memoranda on a number of related subjects.

- Supervises and participates in the design, preparation and distribution of program publicity including press releases, brochures, pamphlets, flyers and printed schedules; represents the department through the news media.

- Coordinates division activities with agencies and non-profit services.

- Provides staff assistance and technical support to assigned program activities to other City

departments and the Council on Aging; conducts organizational and operational service delivery studies; makes recommendations to address and resolve identified service delivery issues.

- Attends and participates in organizational and community meetings as necessary; stays current on issues relative to recreation and community service programs, parks maintenance and parks development; responds to and resolves community and organizational inquiries and complaints.

- Establishes positive working relationships with representatives of community organizations, state/local agencies, 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 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. In addition, the incumbent may be required to lift equipment and materials weighing in excess of 25 pounds.

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 Supervisor. A typical way of obtaining the required qualifications is to possess the equivalent of three years of increasingly responsible supervisory experience in the delivery of human services, seniors' program, recreation, or leisure time services and the equivalent to a Bachelor's degree from an accredited college or university with major work in social services, recreation, public administration or 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:

Recreation, cultural, leisure and social needs of the senior, adult, teen and youth populations of the community; procedures for planning, implementing and maintaining a

variety of recreation and leisure time activities and programs as well as senior nutritional, health, recreation and leisure time activities and programs through community participation; laws, codes and regulations relating to the provision of senior services; principles and practices of program administration including budgeting, marketing, purchasing, management and program needs forecasting; standard program evaluation methods and report writing procedures; principles of grant writing and administration; principles and techniques used in supervision, training and performance evaluation.

Ability to:

Supervise and direct the work of others performing service delivery in the areas of nutrition, health and recreation; design, develop and implement programs suited to the needs of the community; coordinate division programs with other social service agencies; prepare and administer division budgets and grants; analyze, interpret and explain division policies and procedures; supervise, train and evaluate subordinates; elicit community and organizational support for programs; communicate clearly and concisely, orally and in writing; identify and administer grants for a particular program area; establish and maintain effective working relationships.

Skill to:

Operate an office computer and a variety of word processing and software applications.

OSVALDO NARANJO

622 E. University - Fresno, California 93704
(559) 442-0409 or (559) 860-9506

EXPERIENCE

CITY OF FRESNO - Department of Parks, Afterschool, Recreation and Community Services.
Community Recreation Supervisor I *November, 2008 to Present*

I coordinated the administrative and management operations in the following program area: Fresno Building everyone's skills for tomorrow (BEST) programming. Duties included: program related report writing; program development; measurement and assessment of programs and services; recruiting, hiring, training, motivating and evaluating 20 – 35 employees; developing and maintaining community collaborations; preparing and tracking program budgets; leveraging allocated resources through partnerships and private support dollars; marketing Department programs and services; and building community support for Department efforts. (Bilingual- Spanish)

CITY OF FRESNO - Department of Parks, Afterschool, Recreation and Community Services
Community Recreation Supervisor II - Acting *September, 2007 to November, 2008*

I coordinated the administrative and management operations in the following program areas: senior hot meals, senior recreation programs, science programming, life and environmental science programming and social service funding. Duties included: program related report writing; program development; measurement and assessment of programs and services; recruiting, hiring, training, motivating and evaluating 55 - 75 employees; developing and maintaining community collaborations.

CITY OF FRESNO - Department of Parks, Afterschool, Recreation and Community Services
Community Recreation Supervisor I *November, 2006 to September, 2007*

I managed the daily operations in the following program areas: senior hot meals, senior recreation programs, and therapeutic recreation programs. Duties included: planning and implementing recreation and human development programs and services; supervising, hiring, evaluating, and training for 20 - 30 temporary recreation leaders, aides; program measurement; and assessing the community's recreation and leisure needs.

CITY OF FRESNO - Department of Parks, Afterschool, Recreation and Community Services
Community Recreation Supervisor I – Acting Duties *September, 2003 to November, 2006*

I managed the daily operations in the following program areas: senior hot meals, senior recreation programs, and therapeutic recreation programs. Duties included: planning and implementing recreation and human development programs and services; supervising, hiring, evaluating, and training for 20 - 30 temporary recreation leaders, aides; program measurement; and assessing the community's recreation and leisure needs.

CITY OF FRESNO - Department of Parks, Afterschool, Recreation and Community Services
Services Aid *August, 1995 to September, 2003*

I planned and implemented programs for the daily operations in the following program areas: afterschool recreation, therapeutic recreation programs, neighborhood park recreation programs and senior hot meal and recreation programs. Duties included: planning and implementing recreation and human development programs and services; assisted in the supervision, evaluating, and training of fellow staff; Maintained program attendance records and created program reports, program measurement; and assessing the community's recreation and leisure needs.

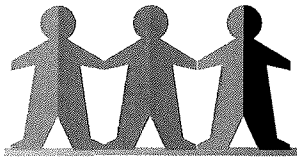
MALLORCA, SPAIN – REAL Club Deportivo Mallorca -
Professional Soccer Player *February, 1996 to August, 1996*

I trained daily to prepare for matches and interaction with community leaders and residents. Club hosted soccer camps for over 800 youth. I was responsible for leading instructive training sessions for up to 50 youth at a time. I was trained on how to deal with media and public relations. This experience really helped me understand cultural differences and gave me a better understanding of various cultures and has equipped me to be very respectful of cultural diversity as well as dealing with the public and media.

EDUCATION

COMMUNITY COLLEGE, FRESNO
Associate of Arts, Liberal Studies - 52 Units Completed

Clovis Unified School District, Clovis High
Diploma, High School



Connecting the Community

Fiscal Year 2015-2016 Contract
between
City of Madera
and
Fresno-Madera Area Agency on Aging

Contract No. 16-0144
Transportation

Documents Required to Execute Contract

Please return two sets of **all** contract documents 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; make required entries on each form.*

- ☐ **Page 2, Area Plan Grant Award Contract**
  Two Signatures needed: 1) Individual named on Exhibit E, page 5, as having primary, hands-on involvement & oversight of day-to-day operations; & 2) 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, Certification**
  Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix C, Contractor/Vendor Confidentiality 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 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. **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.*
- ☐ 2. **Copy of IRS Determination Letter of Tax Exempt Status**
- ☐ 3. **Organizational chart**, *including names and position titles for contracted program*
- ☐ 4. **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*
- ☐ 5. **List of Governing Board members**
- ☐ 6. **List of Advisory Council or Advisory Committee members** *(if applicable)*
- ☐ 7. **Current Program Newsletter and/or Flyer** *used to promote the contracted program*

Area Plan Grant Award

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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. "GC" means California Government Code.

G. "In-Kind Contributions" means the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.).

H. "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.

I. "OAA" means Older Americans Act.

J. "OMB" means the federal Office of Management and Budget.

K. "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.

L. "PSA 14" means the State Planning and Service Area comprised of Fresno and Madera Counties.

M. "Reimbursable item" also means "allowable cost" and "compensable item."

N. "State" and "Department" means the State of California and the California Department of Aging (CDA) interchangeably.

O. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements that provide for the provision of goods or services under this Agreement.

P. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.

Q. "USC" means United States Code.

R. "W&I" means California Welfare and Institutions Code.

S. As used throughout this Agreement, the term "shall" is mandatory; the term "may" is permissive.

T. 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 Amendments of 2006 (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 the federal Health and Human Services (HHS) terms and conditions found in Part II of the HHS Grant Policy Statement (http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf).

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, 2015, through June 30, 2016, 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 paragraph (1) (b) above.

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 certificates, 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 (CCC-307), 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 Government Code §11135-11139.5, and 22 CCR §98000 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, Chapter 182, Stats. 2006]

3. 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.]

4. 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 (GC §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 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.

5. 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.

6. 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)

7. The Contractor shall not require proof of age or citizenship as a condition of receiving services.

8. Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

9. 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 shall have in place operational policies, procedures, and practices to protect Agency on Aging information assets (i.e., public, confidential, sensitive and/or personal information) as specified in the State Administrative Manual, Sections 5300-5365.3; GC §11109.9; Department of General Services Management Memo 06-12; Department of Finance Budget Letter 06-34; and CDA Program Memorandum 07-18, Protection of Information Assets.

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 stored in any media form, paper or electronic.

2. Encryption on Portable Computing Devices

The Contractor is required to encrypt (or use an equally effective measure) any data collected under this Agreement that is confidential, sensitive, and/or personal, including data stored on portable computing devices (including, but not limited to, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

3. Disclosure

a. The Contractor shall ensure that personal, sensitive, and confidential 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 shall protect from unauthorized disclosure names and other identifying information, concerning

persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

c. "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 shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor is authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.

e. The Contractor 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 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. Training/Education

a. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive, or confidential information. Contractor employees, subcontractors, and volunteers must complete the required Information Security Awareness Training module available on the CDA Web site under Providers and Partners, Information Security Awareness Training, at the following URL:

http://www.aging.ca.gov/ProgramsProviders/#Resources

Training must be completed within thirty (30) days of the start date of any new employee, subcontractor, or volunteer. If Internet access is not available, a hard copy of the training module is available from the Agency on Aging and may be provided to employees, subcontractors, and/or volunteers for their completion. The Contractor must maintain certificates of completion on file and provide them to the Agency on Aging upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates.

b. The Contractor may substitute CDA's Information Security Awareness Training program with its own information security training provided such training meets or exceeds CDA's training requirement. Contractors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.

c. All employees and volunteers who handle personal, sensitive, or confidential information relating to the CDA's and the Agency on Aging's programs must participate in Information Security Awareness Training.

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) to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. The Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

6. Contractor/Vendor Confidentiality Statement

The Contractor shall sign and return to the Agency on Aging the *Contractor/Vendor Confidentiality 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 accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor 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.

8. Notification of Security Breach to Data Subjects

   a. Notice must be given by the Contractor or subcontractor to any data subject whose personal information could have been breached.

   b. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary, measures to restore system integrity are required.

   c. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or 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 shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business. The Contractor shall ensure that any portable electronic media used for backups is 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 that relate to this Agreement.

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 paragraph 2 below, 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, paragraph H, *Information Integrity and Security*, and Article V, paragraph 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 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 a statement that "The conclusions and opinions expressed may not be those of the Agency on Aging and/or the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

K. Certifications

The Contractor shall comply with all statutes and laws contained in the Contractor Certification Clauses (CCC-1005) of Appendix B, *Certification*, 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. Clean Water Act, as amended. [33 USC §1251]

   c. Federal Water Pollution Control Act, as amended. [33 USC §1251 et seq.]

   d. Environmental Protection Agency Regulations. [40 CFR §29] [Executive Order 11738]

   e. Public Contract Code §10295.3.

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 of 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. Title III:

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 §276c] [29 CFR §3];

ii) Davis-Bacon Act [40 USC §276a to 276a-7] [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 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 agrees not to use Agreement funds to pay the salary or expenses of any individual who is engaging in activities designed to influence legislation or appropriations pending before the Congress.

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.

6. 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.

7. A copy of all published documents indicated in paragraph six (6) above, will be forwarded to the Agency on Aging for file.

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]

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 45 CFR §92.20 (governmental) or 45 CFR §74.21 (non-profits) as well as those stipulated in 2 CFR §200.302, *Financial management*:

a. Financial Reporting;

b. Accounting Records;

c. Complete Disclosure;

d. Source Documentation;

e. Internal Control;

f. Budgetary Control;

g. Cash Management (written procedures); and

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. Program Income

1. All Program Income received by the Contractor shall be included on the monthly 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.

2. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

3. 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 D.5 below).

4. 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 D.5 below) and may reduce the total amount of contract funds payable to the Contractor.

5. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.

6. If Program Income is deferred for use, it must be used by the last day of the federal fiscal year and reported when used.

7. Program Income may not be used to meet the matching requirements of this Agreement.

8. Program Income must be used to expand services.

E. Matching Contributions

1. 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, Title III B (Ombudsman), Title III C1 Congregate Nutrition, Title III C2 Home-Delivered Nutrition, and Title III D Health Promotion: Ten (10) percent 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 ninety (90) percent of the sum of the grant award.

2. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

3. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

4. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor.

5. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget cost principles.

F. Availability of Funds

1. It is mutually 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 which 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 from the State to the Agency on Aging and/or by the United States Government or the Budget Acts of the

appropriate fiscal years for purposes of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statutes enacted by the Congress that may affect the provisions, terms, or funding of this award in any manner.

3. It is mutually agreed that if funding for any 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 Contract 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 contract.

4. The Agency on Aging has the option to void the Agreement under the thirty (30) day cancellation clause or to amend the Agreement to reflect any reduction in funds.

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 as directed by the Director.

6. 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.

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 C.1-C.3 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.

   1. The maximum reimbursement amount allowable for indirect costs is 10 percent (10%) of the Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment.

   2. Contractors requesting reimbursement for indirect costs shall obtain and retain on file an approved indirect cost rate from the State of California or an allocation plan documenting the

methodology used to determine the indirect costs.

3. Indirect costs exceeding the 10 percent (10%) maximum may be budgeted as in-kind and used to meet the minimum matching requirements.

4. For major Institutes of Higher Education and major nonprofit organizations (nonprofit organizations receiving more than $10 million dollars in Federal funding), 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]

B. The Contractor shall comply with those provisions and restrictions regarding revisions to the approved budget.

C. 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 which exceeds 10 percent (10%) or more 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 item changes. The record shall include the date of the transfer, the amount, and the purpose. 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.

D. The final date to submit a budget revision to the Agency on Aging for this Agreement is March 15, 2016.

ARTICLE VIII. PAYMENTS

A. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including mileage, per diem, and taxes, unless otherwise expressly so provided.

B. Unless otherwise specified by the Agency on Aging, the Contractor shall prepare and submit accurate and timely reports as specified in Appendix E, *Required Reports and Due Dates.*

C. The Agency on Aging shall review the Contractor's report to ensure compliance with the approved Agreement budget.

D. 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 the Agreement. The Agency on Aging shall pay the Contractor a total not to exceed the amount shown on page one (1) of this Agreement.

E. The Agency on Aging may require financial reports more frequently than indicated above 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.

F. 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.*

G. 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.*

H. 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 ensure that funds provided under this Agreement are administered in conformance with the acts, federal regulations, and policies and procedures of the Administration on Aging, California Department of Aging, and the Agency on Aging.

C. Funds for this Agreement shall not be obligated in any subcontracts for service beyond the ending date of this Agreement.

D. The Contractor shall have no authority to contract for, or on behalf of, the State of California or the Agency on Aging, or to incur obligations on behalf of the State of California or the Agency on Aging.

E. Copies of subcontracts, Memorandums and/or Letters of Understanding shall be on file with the Contractor, shall be submitted to the Agency on Aging and shall be made available for review at the request of the Agency on Aging.

F. Once a subcontractor is approved by Agency on Aging, the following conditions apply:

1. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XV, *Insurance*, of this Agreement.

2. 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 in the performance of this Agreement.

3. The Contractor shall require the subcontractor to comply with all the terms and conditions set forth in this Agreement, including, but not limited to, the responsibility to preserving the State's and the Agency on Aging's copyrights and rights in data in accordance with Sections I and J of Article V, *Assurances*, of this Agreement; for handling property in accordance with Article XI, *Property*, of this Agreement; and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article X, *Records and Reports*, of this Agreement.

4. 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.

5. 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 Agency on Aging

for training and meeting, which the Agency on Aging may find necessary from time to time.

6. 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, *Audits*, 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 must be maintained and kept 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.1.a through A.1.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, 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 submit all appropriate financial 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 financial and program data submitted to the Agency on Aging are timely, complete, accurate, and verifiable.

3. Program reports are due to the Agency on Aging as indicated in Appendix E, *Required Reports and Due Dates*.

4. Monthly fiscal reports are due to the Agency on Aging by the fifteenth (15th) day of the month following the reporting period.

5. The *Financial Closeout Report* for this Agreement shall be submitted to the Agency on Aging by July 15, 2016. If Agreement is terminated or cancelled prior to June 30, 2016, the *Financial Closeout Report* shall be submitted to the Agency on Aging within fifteen (15) days of termination or cancellation of the Agreement.

6. If supporting documentation is required as stated in Article XIV, *Audits*, all such documentation must accompany the monthly report.

7. 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 meeting all of the following criteria is subject to the reporting requirements:

1. Has a normal useful life of at least one (1) year.

2. Has a unit acquisition cost of at least $500 including any appropriate sales tax, shipping, and installation costs, etc. (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit).

3. Is used to conduct business under this Agreement.

C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B of this Article must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

D. 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.

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.

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; and specific location of the property.

F. The Contractor shall maintain a cumulative inventory, including all information required by paragraph E 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.

G. 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, and enter the asset tag number on the cumulative inventory records maintained by the Contractor for this Agreement.

H. 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 corresponding reconciliation must be kept on file and available for review by the Agency on Aging.

I. 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 Agency on Aging. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Agency on Aging. The Contractor shall submit a *Request to Dispose of Property* (CDA 248) to the Agency on Aging, and the Agency on Aging will then instruct the

Contractor on disposition of the property. Once approval of the disposal has been received from the Agency on Aging, the item(s) shall be removed from the Contractor's inventory report.

J. The Contractor must remove all confidential, sensitive, or personal information from Agency on Aging property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity, and certify this action on the *Request to Dispose of Property* (CDA 248). This includes, but is not limited to, magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

K. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property or equipment to the Agency on Aging via a written report. In addition, the Contractor shall complete a *Request to Dispose of Property* (CDA 248) and provide it to the Agency on Aging.

L. 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, unless otherwise required by federal law or regulations.

M. 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.

N. 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.

O. The Contractor shall use the property for the purpose for which it was intended under this Agreement.

P. 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.

Q. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

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, inspection of project premises, inspection of food preparation sites, and interviews of project staff and participants.

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. AUDITS

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); and 2 CFR §200.501 to 200.521 (formerly OMB Circular A-133).

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 audit along with each of its subrecipients. 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 (b))

93.042 Special Programs for the Aging - Title VII, Chapter 2 – Long Term Care Ombudsman Services for Older Individuals (Title VII (a))

93.043 Special Programs for the Aging – Title III, Part D – 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 sub-recipients that meet the definition of a "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 2 CFR §200.501 to 200.521 [formerly OMB Circular A-133], whether a program-specific audit may be elected. (Federal Office of Management and Budget, [2 CFR §200, 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 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 to 200.521 (formerly OMB Circular A-133) as summarized in Section E 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]; 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.

   f. Written procedures for determining the allowability of costs in accordance with 2 CFR §200, Subpart E–Cost Principles.

   [2 CFR §200.302]

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.

E. The Contractor shall ensure that its single audit report meets 2 CFR §200, Subpart F–Audit Requirements (formerly OMB Circular A-133):

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]

2. Properly procured: Use procurement standards for auditor selection. [2 CFR §200.509]

3. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR §200.514]

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]

5. Performed in accordance with provisions applicable to this program as identified in 2 CFR §200, Subpart F–Audit Requirements (formerly OMB Circular A-133 Compliance Supplement).

F. 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.

G. 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. [2 CFR §200.425] However, the following audit costs are unallowable:

1. Any costs when audits required by the Single Audit Act and 2 CFR §200, Subpart F–Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

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.

H. The Contractor shall cooperate with and participate in any further audits which may be required by the Agency on Aging.

I. 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.

ARTICLE XVII. TERMINATION

A. Termination Without Cause

1. The Agency on Aging may terminate performance of work under this Agreement 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. The Agency on Aging may terminate the Agreement 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 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 Robert L. Poythress, Mayor
(Name/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, 2015, to June 30, 2016, including any subsequent amendments and all necessary supporting documents.

_____

Signature of Chair
Governing Board

_____

Date

APPENDIX B

CERTIFICATION (CCC-1005)

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/Bidder Name (Typed)	*Federal ID*

By (Authorized Signature)

Mary Anne Seay, Director of Parks and Community Services Department
Name & Title of Person Signing (Typed)

	Madera
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (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 Fresno-Madera Area Agency on Aging (Agency on Aging) 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 Agency on Aging.

   Failure to make a good faith effort may be cause for non-renewal of an Agency on Aging contract for legal services, and may be taken into account when determining the award of future contracts with the Agency on Aging 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 Agency on Aging.

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

Agency on Aging 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 http://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 Agency on Aging, the California Department of Aging, 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 executed or amended after July 1, 2004, the Contractor may elect to offer domestic partner benefits to the Contractor's employees in accordance with Public Contract Code section 10295.3.

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))

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 Agency on Aging 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 Agency on Aging 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 Agency on Aging 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 a state agency or other governmental entity.

APPENDIX C

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

CERTIFICATION
I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.

City of Madera	16-0144
Contractor/Vendor Name (Typed)	*Contract Number*
Authorized Signature	*Date*

Mary Anne Seay, Director of Parks and Community Services Department
Name and Title of Person Signing (Typed)

In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., California Department of Aging (CDA) Management Memo 06-12 and CDA Budget Letter 06-34, the Fresno-Madera Area Agency on Aging (Agency on Aging) hereby requires the Contractor/Vendor to certify that:

- The Contractor/Vendor will provide annual confidentiality training for all employees and volunteers who handle personal, sensitive, or confidential information, as per Article II, Sections D.4.a through D.4.c of this Agreement.
- 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 the Agency on Aging by completing CDA Form 1025, Security Incident Report.
- 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 the Agency on Aging.
- The Agency on Aging or its designee will be granted access by the Contractor or Vendor to any computer-based confidential information within the scope of the Contract.

APPENDIX C

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

- 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.

Please place an **X** in the appropriate box:

- [x] An independent audit shall be performed in accordance with the requirements of 2 CFR Part 200, Subpart F, Audit Requirements (formerly OMB Circular A-133), 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	2016
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

Title V Senior Community Service Employment Program ***Due 10th of each month***
- Monthly Expenditure Report and Request for Funds *(CDA 29)*

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 on or about the 20th of the month, or the following business day if the 20th falls on a holiday or weekend, 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**
  - Due by July 15th with exception of HICAP, which is due within 30 days of end of funding period
- **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**
  - 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
  - Attach associated Client Intake Forms
  - Attach 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 Monthly HICAP Aggregate Data Report from SHARP system

**Due date subject to California Department of Aging notifications*

Monthly Title III C Elderly Nutrition Program Reports ***Due 7th working day of each month***

- Q Monthly Service Roster
- Daily Sign-In Sheets
- Associated Client Intake Forms
- Client Deactivation Request
- Nutrition Volunteer Summary Report
- Cash Count Sheet
- Food Preparation Center Food Service
- Check Sheet

Quarterly Reports ***Due 15th of each month***

- **Title III B California Legal Services** Quarterly Aggregate Report *(CDA 1022)*
- **Title VII (b) Elder Abuse Prevention** Quarterly Activity Report *(CDA 1037)*
- ****Title V Senior Community Service Program** Quarterly Service Unit Report *(Form 186Q)*
  - Attach final Quarterly Progress Report from SPARQ system

***Due date subject to California Department of Aging notifications*

Quarterly Reports ***Due 30th of each month***

- **Long-Term Care Ombudsman Program**
  - Copy of completed Quarterly Ombudsman Reporting Form *(OSLTCO S301)* as submitted to the California Department of Aging
    - Attach supporting aggregate program performance data from the Ombudsman Data Integration Network (ODIN) 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 Article XVII of this Agreement, *Termination.*

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
3837 N. Clark St., Fresno, CA 93726

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) 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
Adam Vinogradoff Administrative Analyst Email: avinogradoff@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 Site Monitoring Nutrition Supply Order Forms
Cory Scholtes Peggy Bakeman Program Coordinators Email: cscholtes@fmaaa.org pbakeman@fmaaa.org Fax: (559) 243-5651	Home-Delivered Meals: Discontinue or Restart Eligibility & Assessments Missed Deliveries Short-Term Temporary (STT) Program

Appendix I

Fresno-Madera Area Agency on Aging
Emergency Contact Information

Information and Assistance:	(559) 600-4405 (800) 510-2020

Director, Emergency Coordinator, and Public Relations Officer	Jean Robinson
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
Residence Address:	PO Box 28093 Fresno, CA 93729
After Hours Phone:	(559) 930-5847

Alternate Emergency Coordinator	Linda L. Descoteaux
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
Residence Address:	2942 E. Swift Ave. Fresno, CA 93726
After Hours Phone:	(559) 222-1468

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))

State Planning and Service Area (PSA) 14		
Fresno-Madera Area Agency on Aging	3837 N. Clark St.	Fresno, CA 93726
Senior Resource Center	2025 E. Dakota Ave.	Fresno, CA 93726
Fresno City		
Mary Ella Brown Community Center	1350 E. Annadale Ave.	Fresno, CA 93706
Mosqueda Community Center	3670 E. Butler Ave.	Fresno, CA 93702
Pinedale Community Center	7170 N. San Pablo Ave.	Pinedale, CA 93650
Ted C. Wills Center	770 N. San Pablo Ave.	Fresno, CA 93728
Fresno County		
Caruthers Senior Center	13441 S. Quince Ave.	Caruthers, CA 93609
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
Mendota Senior Center	415 Sorenson Ave.	Mendota, CA 93640
Nick Medina Senior Center	2301 Selma St.	Selma, CA 93662
Orange Cove Senior Center	699 6th St.	Orange Cove, CA 93646
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
Madera City		
Frank A. Bergon Senior Center	238 S. D St.	Madera, CA 93637
Pan-American Community Center	703 E. Sherwood Way	Madera, CA 93638
Madera County		
Chowchilla Senior Center	820 Robertson Blvd.	Chowchilla, CA 93610
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 Internal Revenue Service Form W-9, which is provided on the next page.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

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; 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. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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.)
205 W. 4th Street

6 City, state, and ZIP code
Madera, CA 93637

Requester's name and address (optional)
Fresno-Madera Area Agency on Aging
3837 N. Clark
Fresno, CA 93726

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 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 on page 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

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?* on page 2.

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?* on page 2 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 Publication 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 Part II instructions on page 3 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* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

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* on page 3 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.

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, list first, and then circle, the name of the person or entity whose number you entered in Part I of 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 in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in 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.

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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), 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 the chart on page 4 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. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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 items 1, 4, or 5 below indicate 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. 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:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. 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* on page 2.

*Note. 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 Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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 contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov 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.

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 §3001-3058); Code of Federal Regulations (45 CFR §1321); Title 22, California Code of Regulations (CCR) §7000 et seq.; California Department of Aging Program Memoranda; and state and federal laws.

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.

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.

EXHIBIT B

FRESNO - MADERA AGENCY ON AGING
PERSONNEL BUDGET DETAIL: FY 2015-16

CONTRACTING AGENCY: City of Madera
CONTRACT NO: 16-0144
PROGRAM: Title III B Transportation
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
1. Office Assistant	Salary	100.0%	42,945	1.00%		285		145		430
2. Program Leader II Bergon	Salary	81.3%	17,453	4.00%				698		698
3. Program Leader II Pan Am	Salary	81.3%	17,453	4.00%				698		698
4.	Salary									
5.	Salary									
6.	Salary									
7.	Salary									
8.	Salary									
9.	Salary									
10.	Salary									
Total Salaries		*Page 2 Line 1 a ----->*				285		1,541		1,826
Total Payroll Taxes		*Page 2 Line 1 b ----->*				28		196		223
Total Benefits		*Page 2 Line 1 c ----->*				188		1,014		1,202
TOTAL PERSONNEL COSTS		*Page 2 Line 1 ----->*				500		2,751		3,251

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

Exhibit B

(Revised June 2015)

FRESNO - MADERA AREA AGENCY ON AGING
PROGRAM BUDGET BY INCOME SOURCE: FY 2015-2016

CONTRACTING AGENCY: City of Madera

PROGRAM: Title III B Transportation

CONTRACT NO: 16-0144

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		285		1,541		1,826	
b. Payroll Taxes		28		196		224	
c. Employee Benefits & Work. Comp.		188		1,014		1,202	
1. PERSONNEL COSTS		501		2,751		3,252	
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.	10,195					10,195	
o.							
7. OTHER COSTS:	10,195					10,195	
TOTAL DIRECT COSTS	10,195	501		2,751		13,447	
8. INDIRECT COSTS (Attach narrative)							
TOTAL COSTS	10,195	501		2,751		13,447	

* 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.

Exhibit B

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF FUNDING SOURCES: FY 2015-16

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III B Transportation

CONTRACT NO: 16-0144
REVISION NO:

	PROGRAM	
	B. CASH	C. IN-KIND
1. FMAAA Grant	10,195	
2. Program Donations:		
Current Year Program Donations	501	
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	2,751	
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)*	13,447	
Total from Page 2, Columns F and G	13,447	
Variance (must be zero)	*0*	*0*

Exhibit B

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF PROGRAM/SITE SUPPLIES AND EQUIPMENT PURCHASES: FY 2015-16

CONTRACTING AGENCY: City of Madera CONTRACT NO: 16-0144

PROGRAM: Title III B Transportation REVISION NO:

	ITEM QUANTITY (Must List number)	Item Type / Descripton	Estimated Quarter 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: 16-0144

CONTRACT EFFECTIVE: July 1, 2015 to June 30, 2016

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	130	20,390	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, 2015 through June 30, 2016

Service Provider: City of Madera

Contract Number: 16-0144

Service: Transportation

FMAAA Grant Funds	$10,195
Total Program Service Units	20,390
*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	
Total Program Service Units	20,390
**Cost per Unit of Service	

***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
Transportation	16
Congregate Nutrition	31
Adult Day Care	26
Recreational Activities	31
Leisure Trips	31
Health & Wellness Presentation / Fitness Classes	11
Computer Classes	3

2. SERVICE AREA

Where will the contracted program be provided?		
Street Address	City	Zip Code
Frank Bergon Senior Center 238 South D Street	Madera	93637
Pan American Senior Center 703 E Sherwood Way	Madera	93638

Exhibit E
Program Narrative

3. LANGUAGE TRANSLATION NEEDS & PROVISIONS

Enter an "X" by the languages spoken by older adults and family caregivers in your service area.		Enter an "X" if language spoken by program staff.	Enter an "X" if language spoken by program volunteers.
	English	X	X
	Spanish	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 gatherings. Fifty such devices are available for special presentation to the senior populations; 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?
On staff are several who are fluent in Spanish which is the commonly spoken other language. If other languages are needed, staff is available as needed

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)*
Verbal discussion regarding confidential information is held in private, most commonly in a closed office

How does your organization protect confidential information obtained from program participants, such as client intake forms, from disclosure?
Staff fills out the intake form in a closed office and all records are kept in a locked file cabinet and secured in the designated area. In-service regarding the need for confidentiality is continually stressed 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.
Currently two types of services are offered: 1. Subscription Service: Whereby a senior citizen arranges for pick up and drop off at regularly scheduled times 2. Non-Subscription Service: Whereby a senior citizen must call to arrange for pickup. 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?
The increase in senior transportation tickets to 344 unduplicated seniors that received senior transportation tickets. The unduplicated seniors would not have had transportation if not for the tickets

Please describe another accomplishment achieved by the contracted program in the past year.
Providing information to the home delivered program participants and assisting them in getting the bus tickets, has helped some of the participants to be able to get to Doctor appointments thus not having to rely on family and friends

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.
The senior writes: When I first came to the center and found out about the services offered, mainly the bus transportation (tickets) I was homeless, and living in the park. The availability of the bus tickets has helped me come to the Frank Bergon senior center daily, which helped me stay out of the heat/cold and off the streets. The transportation tickets have helped me out, more than I can put into words.

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
Ozzie Naranjo	Community Programs Manager
Corinne Long-Folk	Community Programs Coordinator
Marylin Hall-Zunino	Office Assistant
Michelle Cornejo	Program Leader II – Pan American
Lauren Magdaleno	Program Leader II – Frank Bergon

***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.**

Ozzie Naranjo	Community Programs Manager
Name	*Title*

(559) 661-5495	onaranjo@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.

Exhibit E
Program Narrative

8. SERVICE PROVIDER TIME FRAME

What days and hours will the <u>contracted program</u> 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	8:00 am	2:00 pm
Pan American Senior Center	M-T-W-Th-F	8:00 am	2:00 pm

Month	Enter Dates of Holidays & Other Planned Closures	Total Days Service to be Provided
July 2015	7/3/15	23
August 2015		20
September 2015	9/7/15	21
October 2015	10/12/15	21
November 2015	11/11/15, 11/26/15, 11/27/15	18
December 2015	12/25/15	22
January 2016	1/1/16, 1/18/16	19
February 2016	2/15/16	20
March 2016		23
April 2016		21
May 2016	5/30/16	21
June 2016		22
Total Days of Contracted Service to be Provided under this Agreement:		**251**

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.
We went beyond our projected unduplicated transportation participant numbers this year due to focusing on increased and different marketing. However, there is an untapped group of baby boomers that we have not reached through our past marketing strategies

How would participants of the contracted program benefit from these improvements?
Seniors / baby boomers, who currently do not participate in our programs, may look up local services that they need on their smart phones using face book or our City of Madera webpage. Many seniors are looking for smart ways to get to Doctor appointments, grocery shopping, etc and not have it be cost prohibited. Senior transportation tickets would help them meet their needs

Describe the specific steps your organization will take to make these improvements during the current fiscal year.
Through current and new marketing strategies: 1. Continue to have the information on our face book page 2. Buy ad space on face book targeting senior transportation 3. Continue to provide information in our Activity guide (which is available at all senior centers, face book, and City of Madera website) 4. Have handouts at Business Expo, health fairs, pomegranate festival, etc

Describe how you will know if your improvement efforts are successful, and how you will measure your achievements.
1. Increase in unduplicated ridership 2. Likes/hits on face book 3. Information requested from our ad space on face book 4. Continuing to as the question on how they heard about our transportation program

Exhibit E
Program Narrative

10. OUTREACH ACTIVITIES/TARGETING PLAN *(22 CCR § 7310, WIC § 9103)*

Targeted Group of Older Individuals	How will the Targeted Group be informed of the contracted program & encouraged to participate?	Month(s) Scheduled
Reside in rural areas	Madera Connection and Madera Dial-A-Ride operate within Madera city limits; therefore this program is not heavily promoted to residents of rural areas. We are posting on face book which may reach rural areas	Ongoing Monthly
Greatest economic need *(Income level at or below the federal poverty line)*	Senior Transportation information is listed in the departments activity guide which is given out at senior centers, commodities/food distributions, Business Expo, Farmer's market, two annual Senior BBQ, Health fairs, home delivered meals, face book and City of Madera website	Ongoing Monthly Sept '15 May '16 June '16
Greatest social need *(Need caused by non-economic factors)*	Seniors who are unable to attend a senior center or food distribution are informed of the free transportation tickets by visiting City of Madera website, our face book page, or special events	Ongoing Monthly July '15 Aug '15 Sept '15 May '16 June '16
Native Americans	Posting information on City of Madera website or our face book page	Ongoing
Minorities with greatest economic and/or social need	Staff and/or volunteers who are fluent in Spanish speak about the program at senior centers, commodities/food distributions, Business Expo, Farmer's Market, 2 annual Senior BBQ, Camarena Health Fair, and posting on face book and City of Madera website	Ongoing Monthly Sept '15 May '16 June '16
Limited English proficiency	Transportation information is provided to the Spanish speaking radio station during their free PSA's	Ongoing Monthly
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)*	Senior transportation information is provided through all areas stated above and also to Madera County Agencies that serve severely disabled seniors:AARP, MCH Home Health, Star Center Behavioral Health, Mental Health Services Plus all information is on our City of Madera website	Ongoing
Alzheimer's disease or related disorders with neurological & organic brain dysfunction (and the caregivers of these individuals)	Senior transportation information is given to all potential and current families, participants of the Alzheimer's support group, listed on face book, VCRC, senior centers, Business Expo, and City of Madera website	Ongoing Monthly Sept '15 May '16 June '16
Lesbian, gay, bisexual, or transgender	Posting about the transportation program is placed on www.gayfresno.com which served Madera County. Also, interested parties can see the information on face book and our City of Madera website	Ongoing

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 93637

Primary Contact	Ozzie Naranjo		
Job Title	Community Programs Manager	E-mail	onaranjo@cityofmadera.com
Office Phone	(559) 661-5495	Cell Phone	

Secondary Contact:	Corinne Long-Folk		
Job Title	Community Programs Coordinator	E-mail	cfolk@cityofmadera.com
Office Phone	(559) 661-5495	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: N/A

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 Am Community Center
Street Address	703 East Sherwood
City/ST/Zip	Madera, CA 93637

Primary Contact	Ozzie Naranjo		
Job Title	Community Programs Manager	E-mail	onaranjo@cityofmadera.com
Office Phone	(559) 661-5495	Cell Phone	

Secondary Contact:	Corinne Long-Folk		
Job Title	Community Programs Coordinator	E-mail	cfolk@cityofmadera.com
Office Phone	(559) 661-5495	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:

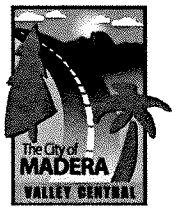
	Yes	No
Can this site provide temporary shelter space for 48 hours or more in the event of an emergency?	X	
Is this site able to help with assessing the needs of older individuals in the neighborhood or community following a disaster?	X	
Following a major disaster, can this site help transport older individuals 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: N/A

City of Madera

Parks & Community Services



Parks Make Life Better!

Mary Anne Seay
Director

Mark Etheridge
Business Manager

Marylin Hall-Zunino
Administrative Assistant

Elizabeth Ybarra
Office Assistant II

Parks Admin
PT FTE
0.41

Ozzie Naranjo
Recreation/Community Services Manager

Recreation/Community Services
PT FTE
27.04

Parks Division
PT FTE
4.4

John Scarborough
Parks Planning Manager

Nicki Rincon
Recreation/Programs Coordinator
- Facilities
- Skate Park
- Department Special Events

Jennifer Schneider
Recreation/Programs Coordinator
- After School
- Drop-in Rec
- Youth Commission

Olga Saucedo-Garcia
Recreation/Programs Coordinator
- Aquatics
- Fee-Based Programs

Adam Romero
Recreation/Programs Coordinator
- Youth Sports
- Adult Sports

Yvonne Hamilton
Senior Nutrition Program Monitor
- Home-Bound Meal Monitor
- Special Event Support

Corinne Long-Folk
Recreation/Programs Coordinator
- Senior Services
- Adult Day Care

Vacant
Parks Leader Worker
LMZ Maintenance

Hector Sanchez
Parks Supervisor

LMZ Maintenance
PT FTE
4.35

Thomas Ruiz
Parks Worker III

Jason Laplant
Parks Worker III

Mark Manzo
Parks Worker III

Vacant
Parks Worker III

Jeff Faldon
Parks Worker II

Erik Hayward
Parks Worker II

Miguel Palacios
Parks Worker I

Gerardo Velasquez
Parks Worker I

Vacant
Parks Worker I

Vacant
Parks Worker I

Notice of Council Reorganization

The City Council of the City of Madera, at its Regular Meeting held on Wednesday, December 3, 2014, reorganized as follows:

MAYOR	**ROBERT L. POYTHRESS** (Mayor Term Ending December 2016)
MAYOR PRO TEM	**WILLIAM OLIVER, District 3** (Mayor Pro Tem Term Ending December 2015) (Council Member Term Ending December 2018)
COUNCIL MEMBER	**CHARLES FLORES RIGBY, District 5** (Council Member Term Ending December 2018)
COUNCIL MEMBER	**SALLY J. BOMPREZZI, District 1** (Council Member Term Ending December 2018)
COUNCIL MEMBER	**ANDREW J. MEDELLIN, District 2** (Council Member Term Ending December 2016)
COUNCIL MEMBER	**DONALD E. HOLLEY, District 6** (Council Member Term Ending December 2016)
COUNCIL MEMBER	**DEREK O. ROBINSON SR., District 4** (Council Member Term Ending December 2016)

The Madera City Council meets on the first and third Wednesday of each month in the Council Chambers at City Hall located at 205 West Fourth Street, Madera, California 93637 (6:00 p.m. closed session, 6:30 p.m. regular session)

City of Madera City Clerk
(559) 661-5405
salvarez@cityofmadera.com
Update: 12/04/14

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

RECREATION/COMMUNITY PROGRAMS SUPERVISOR

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 general supervision, plans and coordinates the activities and operations of the Recreation and Senior Services Divisions of the Parks and Community Services Department including recreational and leisure services; senior nutritional, health, recreation and social service programs county-wide; the rental of community facilities; identifies potential funding resources and administers grants; serves as a technical resource for assigned work personnel; supervises, evaluates, and participates in the work of personnel responsible for the operation of these divisions; ensures safe work practices and service quality; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Recreation/Community Programs Supervisor** is the single position classification responsible for overseeing the activities of a variety of recreational and leisure services including adult and youth sports, youth and teen programs, community events, and county-wide senior citizen's services including nutritional, health, recreation, social programs and the operation and maintenance of program sites. Additionally, the incumbent has responsibility for the management and operation of community facilities and facilities rental. This classification is distinguished from the next higher classification of Recreation/Community Programs Manager in that the latter has overall responsibility for community programs provided through the department.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from the Recreation/Community Programs Manager. Exercises functional and technical supervision over assigned staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Accepts responsibility for supervising activities, operations and services of the Senior Services Division of the Parks and Community Services Department including planning, coordinating, prioritizing, monitoring and participating in the county-wide programs meeting the nutritional, health, recreational and social needs of the senior population.

- Accepts responsibility for supervising activities, operations and services of the Recreation

Division of the Parks and Community Services Department including planning, supervising comprehensive recreational programs of adult and youth sports, contract classes, or other recreational programs involving the supervision of group instructors, contractors, and leaders in the planning of activities and events.

- Participates in the development, implementation and maintenance of the division goals, objectives, policies and procedures; ensures that program goals are achieved. Determines long-range program plans and develops methods used in providing community offerings.

- Plans, coordinates and reviews the work plan for assigned projects and responsibilities which may include program design, contract development and monitoring, and program site maintenance and repair, organizing and encouraging the formation of clubs, teams, leagues and special events; responds to inquiries or requests for service from interested community groups and citizens; interprets City policy for community groups, commissions, advisory boards and citizens; may provide staff assistance to advisory commissions and boards.

- Ensures compliance with various reporting requirements.

- Coordinates in the selection and training of personnel; assumes responsibility for motivating and evaluating assigned personnel; provides necessary training; initiates discipline procedures as is appropriate; recruits, hires and manages program volunteers; assigns work to assigned staff and personnel; monitors work activities to ensure safe work practices, work quality and accuracy; ensures compliance to applicable rules, policies and procedures; provides administrative and technical direction to staff.

- Analyzes program services and evaluates changing and developing program needs; seeks out and applies for grants and donations for program funding; administers grants to ensure compliance with regulations.

- Assists with preparation and administration of the annual budget for the Senior Services and Recreation Divisions; monitors expenditures. Maintains profit and loss statements and related contracts for enterprise facilities; works closely with vendors and related agencies.

- Assists in the preparation of federal and state grants as well as seeking sponsorships, gifts and donations; gathers and interprets statistical and fiscal data and submits in report form.

- Prepares and submits a variety of reports and memoranda on a number of related subjects.

- Supervises and participates in the design, preparation and distribution of program publicity including press releases, brochures, pamphlets, flyers and printed schedules; represents the department through the news media.

- Coordinates division activities with agencies and non-profit services.

- Provides staff assistance and technical support to assigned program activities to other City

departments and the Council on Aging; conducts organizational and operational service delivery studies; makes recommendations to address and resolve identified service delivery issues.

- Attends and participates in organizational and community meetings as necessary; stays current on issues relative to recreation and community service programs, parks maintenance and parks development; responds to and resolves community and organizational inquiries and complaints.

- Establishes positive working relationships with representatives of community organizations, state/local agencies, 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 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. In addition, the incumbent may be required to lift equipment and materials weighing in excess of 25 pounds.

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 Supervisor. A typical way of obtaining the required qualifications is to possess the equivalent of three years of increasingly responsible supervisory experience in the delivery of human services, seniors' program, recreation, or leisure time services and the equivalent to a Bachelor's degree from an accredited college or university with major work in social services, recreation, public administration or 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:

Recreation, cultural, leisure and social needs of the senior, adult, teen and youth populations of the community; procedures for planning, implementing and maintaining a

variety of recreation and leisure time activities and programs as well as senior nutritional, health, recreation and leisure time activities and programs through community participation; laws, codes and regulations relating to the provision of senior services; principles and practices of program administration including budgeting, marketing, purchasing, management and program needs forecasting; standard program evaluation methods and report writing procedures; principles of grant writing and administration; principles and techniques used in supervision, training and performance evaluation.

Ability to:

Supervise and direct the work of others performing service delivery in the areas of nutrition, health and recreation; design, develop and implement programs suited to the needs of the community; coordinate division programs with other social service agencies; prepare and administer division budgets and grants; analyze, interpret and explain division policies and procedures; supervise, train and evaluate subordinates; elicit community and organizational support for programs; communicate clearly and concisely, orally and in writing; identify and administer grants for a particular program area; establish and maintain effective working relationships.

Skill to:

Operate an office computer and a variety of word processing and software applications.

OSVALDO NARANJO

622 E. University - Fresno, California 93704
(559) 442-0409 or (559) 860-9506

EXPERIENCE

CITY OF FRESNO - Department of Parks, Afterschool, Recreation and Community Services.
Community Recreation Supervisor I *November, 2008 to Present*

I coordinated the administrative and management operations in the following program area: Fresno Building everyone's skills for tomorrow (BEST) programming. Duties included: program related report writing; program development; measurement and assessment of programs and services; recruiting, hiring, training, motivating and evaluating 20 – 35 employees; developing and maintaining community collaborations; preparing and tracking program budgets; leveraging allocated resources through partnerships and private support dollars; marketing Department programs and services; and building community support for Department efforts. (Bilingual- Spanish)

CITY OF FRESNO - Department of Parks, Afterschool, Recreation and Community Services
Community Recreation Supervisor II - Acting *September, 2007 to November, 2008*

I coordinated the administrative and management operations in the following program areas: senior hot meals, senior recreation programs, science programming, life and environmental science programming and social service funding. Duties included: program related report writing; program development; measurement and assessment of programs and services; recruiting, hiring, training, motivating and evaluating 55 - 75 employees; developing and maintaining community collaborations.

CITY OF FRESNO - Department of Parks, Afterschool, Recreation and Community Services
Community Recreation Supervisor I *November, 2006 to September, 2007*

I managed the daily operations in the following program areas: senior hot meals, senior recreation programs, and therapeutic recreation programs. Duties included: planning and implementing recreation and human development programs and services; supervising, hiring, evaluating, and training for 20 - 30 temporary recreation leaders, aides; program measurement; and assessing the community's recreation and leisure needs.

CITY OF FRESNO - Department of Parks, Afterschool, Recreation and Community Services
Community Recreation Supervisor I – Acting Duties *September, 2003 to November, 2006*

I managed the daily operations in the following program areas: senior hot meals, senior recreation programs, and therapeutic recreation programs. Duties included: planning and implementing recreation and human development programs and services; supervising, hiring, evaluating, and training for 20 - 30 temporary recreation leaders, aides; program measurement; and assessing the community's recreation and leisure needs.

CITY OF FRESNO - Department of Parks, Afterschool, Recreation and Community Services
Services Aid *August, 1995 to September, 2003*

I planned and implemented programs for the daily operations in the following program areas: afterschool recreation, therapeutic recreation programs, neighborhood park recreation programs and senior hot meal and recreation programs. Duties included: planning and implementing recreation and human development programs and services; assisted in the supervision, evaluating, and training of fellow staff; Maintained program attendance records and created program reports, program measurement; and assessing the community's recreation and leisure needs.

MALLORCA, SPAIN – REAL Club Deportivo Mallorca -
Professional Soccer Player *February, 1996 to August, 1996*

I trained daily to prepare for matches and interaction with community leaders and residents. Club hosted soccer camps for over 800 youth. I was responsible for leading instructive training sessions for up to 50 youth at a time. I was trained on how to deal with media and public relations. This experience really helped me understand cultural differences and gave me a better understanding of various cultures and has equipped me to be very respectful of cultural diversity as well as dealing with the public and media.

EDUCATION

COMMUNITY COLLEGE, FRESNO
Associate of Arts, Liberal Studies - 52 Units Completed

Clovis Unified School District, Clovis High
Diploma, High School

REPORT TO CITY COUNCIL

Return to Agenda

Council Meeting of: August 5, 2015

Agenda Item: B-6

Approved by:

Department Director

City Administrator

SUBJECT:
Consideration of a resolution consenting to Inclusion of Properties within the City's Incorporated Area in CHF Community Facilities District No. 2014-1 (Clean Energy) to Finance Renewable Energy Generation, Energy Efficiency, Water Conservation and Electric Vehicle Charging Infrastructure Improvements and approving associate membership in CHF.

And

Consideration of a resolution consenting to Inclusion of Properties within the City's Incorporated Area in the CHF PACE Program to Finance Renewable Energy Generation, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and approving associate membership in CHF.

RECOMMENDATION:

Staff recommends that the City Council take the following actions:

1. Review and adopt a resolution consenting to Inclusion of Properties within the City's Incorporated Area in CHF Community Facilities District No. 2014-1 (Clean Energy) to Finance Renewable Energy Generation, Energy Efficiency, Water Conservation and Electric Vehicle Charging Infrastructure Improvements and approving associate membership in CHF.

2. Review and adopt a resolution consenting to Inclusion of Properties within the City's Incorporated Area in the CHF PACE Program to Finance Renewable Energy Generation, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and approving associate membership in CHF.

DISCUSSION:

California Home Finance Authority ("CHF"), which is in the process of formally changing its name to Golden State Finance Authority, is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA").

CHF has established two Property Assessed Clean Energy ("PACE") financing programs for residential, commercial, industrial and agricultural properties to address high up-front costs for property owners who wish to improve their properties through installation of measures that will generate renewable energy or reduce their energy and water use. By offering low cost financing, CHF's PACE programs allow construction of these projects to proceed and, in the process, stimulate building activity and the overall local economy, reduce peak energy demand, increase property values, and generate savings on utility bills for property owners.

CHF contracts with Ygrene Energy Fund CA LLC (Ygrene) to serve as the program administrator and to operate the Ygrene Works for California PACE financing program.

PACE Financing Programs

CHF has established two PACE programs under the legislative authority of two separate California PACE laws:

SB 555 PACE Community Facilities District: Senate Bill 555 amended the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code and particularly in accordance with sections 53313.5(l) and 53328.1(a) ("Mello-Roos Act"), to allow for the creation of Community Facilities Districts ("CFDs") for the purpose of financing or refinancing the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property.

Individual properties can be annexed into the district and be subject to the special tax that is imposed to repay project financing only if (i) the Council adopts a resolution consenting to the inclusion of parcels in the incorporated areas of the City within the CFD and (ii) each participating owner provides its unanimous written approval for annexation of its property into the PACE CFD.

AB 811 PACE Contractual Assessment Program: By the passage of Assembly Bill 811, the California State Legislature added Chapter 29 to the Improvement Bond Act of

1911, being Division 7 of the California Streets and Highways Code. This legislation authorized cities and counties to establish voluntary contractual assessment programs for the purpose financing private property improvements that promote renewable energy generation, energy and water efficiency and electric vehicle charging infrastructure.

As with the SB 555 CFD, properties can be annexed into the AB 811 PACE program and be subject to the property tax assessment that is imposed to repay project financing only if (i) the Council adopts a resolution consenting to the inclusion of parcels in the incorporated areas of the City within the program and (ii) each participating owner consents in writing to the annexation of its property into the PACE program.

PARTICIPATION IN OTHER PACE PROGRAMS

The City of Madera has previously approved participation in another PACE program. Adding the CHF PACE programs, to be administered by Ygrene , provides more options for City property owners. It will not add to or require any additional responsibilities for the City.

JPA ASSOCIATE MEMBERSHIP

To participate in the PACE programs, the City must become an Associate Member of CHF (JPA Agreement attached). Associate membership requires no dues or other costs to the City, but permits participation in all CHF programs including the PACE program. The attached resolutions approve joining the JPA as an Associate Member. Pursuant to the JPA Agreement and CHF Board Resolution 15-01, the Executive Director has the authority to approve the addition of new Associate Members to the JPA.

PROGRAM AUTHORIZATION BEING SOUGHT

CHF is in the process of seeking validation judgments for both the SB 555 and the AB 811 programs from the Superior Court for the County of Sacramento. However, CHF intends to only implement ONE of the above PACE programs. Once the court enters the validation judgments, CHF will select the PACE program it believes will provide property owners with the greatest flexibility. The other PACE program will not be implemented unless changes in the PACE laws warrant changing or adding that option.

In support of CHF's approach, the Council is being asked to pass two resolutions that would approve the following actions:

The first resolution authorizes the City to join the JPA as an Associate Member and permits property owners within the incorporated areas of the City to participate in the CHF SB 555 Community Facilities District.

The second resolution authorizes the City to join the JPA as an Associate Member and permits property owners within the incorporated areas of the City to participate in the CHF AB 811 Authority PACE Program.

Each resolution also authorizes CHF (1) to accept applications from property owners within the City's incorporated area to finance authorized improvements; and (2) to conduct proceedings and levy special taxes or contractual assessments, as applicable, on the property of participating owners.

Following are additional PACE program considerations:

- Supports development of renewable energy sources, installation of energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment.

- Only property owners who voluntary choose to participate in the program will be subject either to assessments or special taxes, depending on which program CHF decides to implement.

- Program financing provides for an affordable method for many property owners to reduce their energy costs and improve their properties.

- Because program financing can be readily transferred upon sale, even owners who are planning to sell have the ability to make responsible and beneficial improvements to their property.

- While early payment premiums apply in some circumstances, property owners can choose to pay off the program financing at any time.

- The City incurs no financial obligations as a result of program participation.

- Once the Council passes the resolutions, the City will incur no costs, and no staff time is required for administration or funding of the PACE program.

FISCAL IMPACT:

There are no fiscal impacts associated with the recommended actions. There is no cost to the City to become an associate member of the JPA or by opting into the PACE programs described in this report. The City will have no administrative responsibilities, marketing obligations, or financial obligations associated with the PACE program.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The Vision Plan neither addresses nor conflicts with the City's participation in the HERO program.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY) TO FINANCE RENEWABLE ENERGY IMPROVEMENTS, ENERGY EFFICIENCY AND WATER CONSERVATION IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO

Recitals

WHEREAS, the California Home Finance Authority, a California joint powers authority, (the "Authority") has established the Community Facilities District No. 2014-1(Clean Energy) in accordance with the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code (the "Act") and particularly in accordance with sections 53313.5(l) and 53328.1(a) (the "District"); and

WHEREAS, the purpose of the District is to finance or refinance (including the payment of interest) the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property (the "Authorized Improvements"); and

WHEREAS, the Authority is in the process of amending the Authority Joint Powers Agreement (the "Authority JPA") to formally change its name to the Golden State Finance Authority; and

WHEREAS, the City of Madera is committed to development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in the Act, the Legislature has authorized a parcel within the territory of the District to annex to the District and be subject to the special tax levy of the District only (i) if the city or county within which the parcel is located has consented, by the adoption of a resolution by the applicable city council or county board of supervisors, to the inclusion of parcels within its boundaries in the District and (ii) with the unanimous written approval of the owner or owners of the parcel when it is annexed (the "Unanimous Approval Agreement"), which, as provided in section 53329.6 of the Act, shall constitute the election required by the California Constitution; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy efficiency and water conservation and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Authorized Improvements; and

WHEREAS, the Authority has established the District, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and, to assist property owners within the incorporated area of the City in financing the cost of installing Authorized Improvements; and

WHEREAS, the City will not be responsible for the conduct of any special tax proceedings; the levy and collection of special taxes or any required remedial action in the case of delinquencies in the payment of any special taxes in connection with the District.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF MADERA, hereby finds,

determines, resolves and orders as follows:

1. The City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority CFD No. 2014-1 (Clean Energy) to finance the installation of the Authorized Improvements.

2. The City Council consents to inclusion in the Authority CFD No. 2014-1 (Clean Energy) of all of the properties in the incorporated area within the City and to the Authorized Improvements, upon the request of and execution of the Unanimous Approval Agreement by the owners of such properties when such properties are annexed, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of the City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority CFD No. 2014-1 (Clean Energy) and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Authorized Improvements.

4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority CFD No. 2014-1 (Clean Energy) within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY, PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO

WHEREAS, the California Home Finance Authority ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA"); and

WHEREAS, the Authority is in the process of amending the Authority JPA to formally change its name to the Golden State Finance Authority; and

WHEREAS, Authority has established a property-assessed clean energy ("PACE") Program (the "Authority PACE Program") to provide for the financing of renewable energy generation, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Madera (the "City") is committed to development of renewable energy generation and energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the Authority PACE Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency, and in doing so cooperate with Authority in order to efficiently and economically assist property owners within the City in financing such Improvements; and

WHEREAS, Authority has established the Authority PACE Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached

as Exhibit "A" hereto, to participate in the programs of the JPA and to assist property owners within the jurisdiction of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the Authority PACE Program.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF MADERA, hereby finds,

determines, resolves and orders as follows:

1. The City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority PACE Program to finance the installation of the Improvements.

2. The City Council consents to inclusion in the Authority PACE Program of all of the properties in the jurisdictional boundaries of the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of the City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority PACE Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

4. The City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority PACE Program within the City, and report back periodically to the City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

Exhibit A

JPA Agreement

[to be inserted]

Exhibit A

JPA Agreement

[to be inserted]

CALIFORNIA HOME FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated December 10, 2014)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or **"RCRC"** means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, , improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting

in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act..

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

(1) executing contracts,
(2) employing agents, consultants and employees,
(3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
(4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
(5) incurring debts, liabilities or obligations,
(6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
(7) suing and being sued in its own name, and litigating or settling any suits or claims,
(8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
(9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water

conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the

rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except

that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars ($100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. <u>Composition</u>

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change

in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars ($5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

20. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to

be construed as modifying or governing the language in the section referred to.

c. **Approvals**. Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue**. This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993
Amended and restated December 10, 1998
Amended and restated February 18, 1999
Amended and restated September 18, 2002
Amended and restated January 28, 2004
Amended and restated December 10, 2014

[*SIGNATURES ON FOLLOWING PAGES*]

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

NAME OF COUNTY OR CITY:

_____ Dated:_____

By:_____

Name:_____

Title:_____

Attest:

By _____
[Clerk of the Board Supervisors or City Clerk]

AFTER EXECUTION, PLEASE SEND TO:

Golden State Finance Authority
(formerly California Home Finance Authority)
1215 K Street, Suite 1650
Sacramento, CA 95814

ATTACHMENT 1
CALIFORNIA HOME FINANCE AUTHORITY MEMBERS

As of December 10, 2014

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tuolumne County
Yolo County
Yuba County

REPORT TO CITY COUNCIL

Return to Agenda

Approved by:

Department Director

City Administrator

Council Meeting of: August 5, 2015

Agenda Number: B-7

SUBJECT: Consideration of the City of Madera Investment Report for the Quarter Ending June 30, 2015 for Approval and Acceptance

RECOMMENDATION: Staff recommends the Council approve and accept the City of Madera Investment Report for the quarter ending June 30, 2015 as presented.

DISCUSSION: The City of Madera Investment Policy calls for a quarterly report to be presented to the City Council, giving detail information on the portfolio and bank positions with summary information to permit an informed outside reader to evaluate the performance of the investment program. Therefore, the Finance Director hereby submits the quarterly report for the quarter ending June 30, 2015 as required by policy.

The market values for the items being reported were obtained from Union Bank, who acts as the custodian for our investments and who we consider to be an independent source for such information. After reviewing the information included in the attached Investment Report, the Finance Director/Treasurer certifies that to the best of his knowledge: 1) all investment actions taken during this quarter have been made in full compliance with the City of Madera November 2014 Investment Policy and, 2) the City will meet its expenditure obligations for the next six months.

As can be seen in the summary information of the Council Investment Report, the City's investment program has well out-performed the benchmarks, with a 1.36% yield as compared to 0.28% for the 1-Year Treasury and 0.69% for the 2-Year Treasury. Total Market Value of the City's investments equaled $62.55 million as of June 30, 2015, with Medium Term Notes, Federal Agency Securities and Negotiable Certificates of Deposit Securities making up 68.9% of that total. The increase in total market value was due in part to purchases of additional Federal Agency Securities and negotiable certificates of deposit netted against several Federal Agency Securities that were called during the quarter.

The Portfolio Holdings Distribution by Maturity Range report is on the second page of the Council Investment Report and reflects the percentages of holdings for each maturity range as of June 30, 2015. All holdings are in line with the November 2014 investment policy.

FINANCIAL IMPACT: There is no fiscal impact of the Council's acceptance of this Investment Report.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: Approval of this item is consistent with Strategy 115 of the Vision Plan - Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

CITY OF MADERA

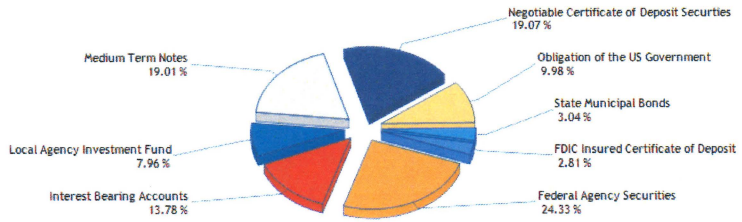
Council Investment Report

June 30, 2015

Benchmark Performance	Beginning Balance 3/31/2015	Ending Balance 6/30/2015
Weighted Average Yield	1.19	1.36
1 Year Treasury	0.25	0.28
2 Year Treasury	0.64	0.69

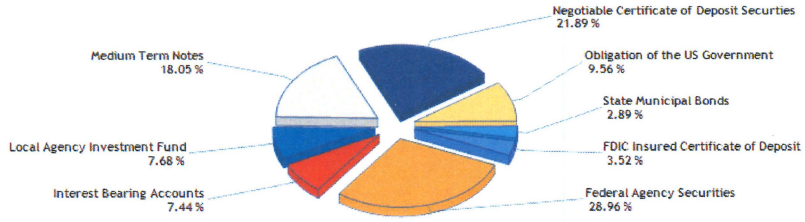
Portfolio Holdings Distribution by Asset Class

03/31/2015



Portfolio Holdings Distribution by Asset Class

06/30/2015



Asset Class	Face Amount/Shares	YTM @ Cost	Cost Value	Days To Maturity	% of Portfolio	Market Value	Book Value	Duration To Maturity
FDIC Insured Certificate of Deposit	1,694,000.00	1.405	1,694,000.00	714	2.81	1,693,231.20	1,694,000.00	1.90
Federal Agency Securities	14,500,000.00	1.547	14,801,310.00	1340	24.33	14,642,840.00	14,585,838.60	3.52
Interest Bearing Accounts	8,293,176.60	0.000	8,293,176.60	1	13.78	8,293,176.60	8,293,176.60	0.00
Local Agency Investment Fund	4,792,726.34	0.270	4,792,726.34	1	7.96	4,792,726.34	4,792,726.34	0.00
Medium Term Notes	11,328,000.00	1.591	11,488,990.15	536	19.01	11,441,009.26	11,381,996.76	0.35
Negotiable Certificate of Deposit Securities	11,421,000.00	1.234	11,420,516.40	865	19.07	11,479,114.74	11,420,810.97	2.33
Obligation of the US Government	6,000,000.00	1.031	5,940,046.87	883	9.98	6,006,640.00	5,962,571.19	2.39
State Municipal Bonds	1,800,000.00	3.808	1,856,190.60	200	3.04	1,830,435.60	1,806,662.28	0.53
Total / Average	59,828,903.24	1.194	60,286,927.26	708	100	60,179,174.04	59,937,783.04	1.67

Asset Class	Face Amount/Shares	YTM @ Cost	Cost Value	Days To Maturity	% of Portfolio	Market Value	Book Value	Duration To Maturity
FDIC Insured Certificate of Deposit	2,195,000.00	1.377	2,195,000.00	635	3.52	2,196,000.00	2,195,000.00	1.69
Federal Agency Securities	18,000,000.00	1.754	18,303,810.00	1366	28.96	18,088,365.00	18,069,766.67	3.62
Interest Bearing Accounts	4,641,584.10	0.000	4,641,584.10	1	7.44	4,641,584.10	4,641,584.10	0.00
Local Agency Investment Fund	4,795,799.96	0.299	4,795,799.96	1	7.69	4,795,799.96	4,795,799.96	0.00
Medium Term Notes	11,218,000.00	1.609	11,373,567.95	450	18.05	11,322,417.48	11,263,606.50	0.30
Negotiable Certificate of Deposit Securities	13,660,000.00	1.274	13,659,516.40	862	21.89	13,690,909.61	13,669,840.88	2.31
Obligation of the US Government	6,000,000.00	1.031	5,940,046.87	792	9.56	6,002,500.00	5,965,749.82	2.15
State Municipal Bonds	1,800,000.00	3.809	1,856,190.60	109	2.89	1,816,096.50	1,803,509.01	0.30
Total / Average	62,310,384.06	1.357	62,765,515.88	767	100	62,552,672.65	62,394,856.94	1.88

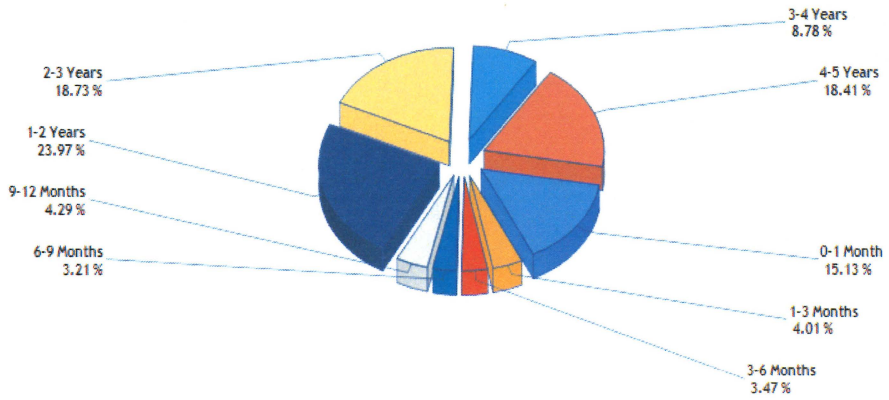
Investment Policy Compliance	Max	Max Maturity	Compliance
FDIC Insured Certificate of Deposit	30%	5 Years	Yes
Federal Agency Securities	90%	5 Years	Yes
Interest Bearing Accounts	20%	n/a	Yes
Local Agency Investment Fund	50M	n/a	Yes
Medium Term Notes	30%	5 Years	Yes
Negotiable Certificate of Deposit Securities	30%	5 Years	Yes
Obligation of the US Government	90%	5 Years	Yes
State Municipal Bonds	20%	5 Years	Yes

CITY OF MADERA

Council Investment Report

June 30, 2015

Portfolio Holdings Distribution by Maturity Range



Maturity Range	Face Amount/Shares	YTM @ Cost	Cost Value	Days To Maturity	% of Portfolio	Market Value	Book Value	Duration To Maturity
0-1 Month	9,437,384.06	0.152	9,437,384.06	1	15.13	9,437,384.06	9,437,384.06	0.00
1-3 Months	2,500,000.00	1.295	2,500,000.00	64	4.01	2,499,364.00	2,500,000.00	0.05
3-6 Months	2,162,000.00	3.345	2,221,367.03	110	3.47	2,178,436.63	2,165,854.17	0.30
6-9 Months	2,000,000.00	2.286	2,000,000.00	243	3.21	2,012,880.00	2,000,000.00	0.00
9-12 Months	2,605,000.00	1.574	2,916,675.57	348	4.29	2,704,790.21	2,676,370.76	0.94
1-2 Years	14,911,000.00	1.220	15,064,495.47	558	23.97	15,025,060.65	14,958,336.75	1.06
2-3 Years	11,727,000.00	1.219	11,657,593.75	915	18.73	11,743,272.89	11,688,911.20	2.30
3-4 Years	5,479,000.00	1.596	5,479,000.00	1307	8.78	5,485,160.83	5,479,000.00	3.48
4-5 Years	11,489,000.00	1.981	11,489,000.00	1724	18.41	11,466,323.38	11,489,000.00	4.54
Total / Average	62,310,384.06	1.357	62,765,515.88	767	100	62,552,672.65	62,394,856.94	1.88

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

City Administrator

Council Meeting of: August 5, 2015

Agenda Number: B-8

SUBJECT: **Consideration of a Resolution Accepting a San Joaquin Valley Air Pollution Control District Grant from the Enhanced Transportation Strategies Component of the Reduce Motor Vehicle Emissions II Program and Approving the Standard Agreement with the District**

RECOMMENDATION: Staff recommends adoption of the resolution accepting a San Joaquin Valley Air Pollution Control District Grant from the Enhanced Transportation Strategies Component of the Reduce Motor Vehicle Emissions II Program.

DISCUSSION: On May 8, 2015, staff received confirmation from the San Joaquin Valley Air Pollution Control District (District) that the City would receive a $24,000 grant from the Enhanced Transportation Strategies Component of the Reduce Motor Vehicle Emissions II (REMOVE II) Program. The District awards these grants on a competitive basis to projects and programs that improve the central valley's air quality. Staff received the standard agreement from the District on July 23, 2015.

The city's grant will be used to synchronize the traffic lights along a one-half mile segment of 4th Street between D Street and Sunset Avenue. This project will coordinate timing plans for six (6) traffic signals, which should improve the flow of traffic in this area and result in improved local air quality. Given the benefits to our environment and the increased efficiency of motor vehicle travel along this route, Staff urges Council to adopt a resolution accepting the recently awarded REMOVE II grant so that the City can complete this project.

FINANCIAL IMPACT: Acceptance of the grant will not impact the General Fund because grant funds will completely provide for all related expenses.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: Acceptance of the REMOVE II award most directly addresses the objectives of **Strategy 115** – Economic resources provision: ensure sufficient economic resources to provide adequate City services and prepare for future growth and **Strategy 115.3** – Seek and retain grants.

RESOLUTION NO. _____

RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING A SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT GRANT FROM THE ENHANCED TRANSPORTATION STRATEGIES COMPONENT OF THE REDUCE MOTOR VEHICLE EMISSIONS II PROGRAM AND APPROVING THE STANDARD AGREEMENT WITH THE DISTRICT

WHEREAS, the San Joaquin Valley Air Pollution Control District (District) offers a grant from the Enhanced Transportation Strategies Component of the Reduce Motor Vehicle Emissions II Program; and

WHEREAS, the Engineering Department plans to use this grant to synchronize six (6) traffic signals on 4th Street between D Street and Sunset Avenue; and

WHEREAS, the signal synchronization will result in an improvement in air quality; and

WHEREAS, the City has successfully secured such a grant from the District;

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 San Joaquin Valley Air Pollution Control District grant for the Enhanced Trnasportation Strategies Component of the Reduce Motor Vehicle Emissions II program in the amount of $24,000 is hereby accepted.

3. The Standard Agreement with the District for the grant, a copy of which is on file in the office of the City Clerk, is hereby approved.

4. The Mayor is hereby authorized to execute the Standard Agreement.

5. The resolution is effective immediately upon adoption.

6. A signed copy of this resolution shall be placed on file in the office of the Financial Services Director.

****

San Joaquin Valley
AIR POLLUTION CONTROL DISTRICT

HEALTHY AIR LIVING™

July 30, 2015

Gina Daniels
City of Madera
205 West 4th Street
Madera, CA 93637

RE: **Project Status: Agreement Offered**
Public Benefit Program Enhanced Transportation Strategies Component - Project Number: **C-39184-A**

Dear Gina Daniels:

Thank you for your interest in the San Joaquin Valley Air Pollution Control District (SJVAPCD) Public Benefit Grants Program. Your project, referenced by the Project Number above, has been approved for funding.

An Agreement is enclosed along with the SJVAPCD Disclosure of Funds form. Please find the grant amount on the Agreement under the section "Compensation". Please carefully review the terms and conditions of the agreement and verify that the information in the Agreement is accurate. In addition, please review and complete the Disclosure of Funds form. Please sign and return both the agreement and the Disclosure of Funds form to the SJVAPCD Central Region Office in Fresno, California no later than **August 13, 2015**.

Agreements are executed after signatures from all parties involved (Applicant and SJVAPCD) have been obtained. **Your agreement is not yet executed.**

Please do not date or place any stamps on the agreement. The agreement will be dated when the final signature is received.

If you have any questions regarding your Agreement, please call Mr. David Lopez at (559) 230-6144 or by email at david.lopez@valleyair.org. Please be sure to reference your Project Number **C-39184-A**.

Sincerely,

Public Benefit Program Staff
Incentive Programs

Enclosures (2)

Seyed Sadredin
Executive Director/Air Pollution Control Officer

Application Received: 11/17/2014 3:30:00 PM

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6061

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: 661-392-5500 FAX: 661-392-5585

www.valleyair.org www.healthyairliving.com

Printed on recycled paper.

SJVAPCD Disclosure of Funds
Identification of Potential Co-Funding

Public Benefit Program Enhanced Transportation Strategies Component
Project Number: **C-39184-A**

To be eligible to receive incentive funding from the San Joaquin Valley Air Pollution Control District (SJVAPCD), you **must** indicate below if you have applied for or received funding from any other sources for this project. You must also indicate if you intend to apply for additional funding from other sources in the future for this project. Examples of additional funding sources include, but are not limited to, the USDA EQIP, California Air Resources Board, and private sources. Additionally, you are required to disclose the value of any current financial incentive that directly reduces the project cost; including tax credits or deductions, grants, or other public financial assistance. **For any additional funding that you will receive or have received for this project, please attach copies of letter(s) of financial commitment, copy of agreement(s) or grant award letter(s) that are specific to the proposed project.**

Information provided on this form may be shared as required by federal, state, and local laws. Any owner, designee, or other third party who is found to have submitted multiple applications or signed multiple contracts for this same specific project without proper disclosure shall be disqualified from funding for that project from all sources within the control of the SJVAPCD.

NOTE: Applying for or receiving funding from other sources for this project does not necessarily preclude you from applying for or receiving funding from the SJVAPCD.

Applicant certifies **(please check one):**

☐ Yes, I **HAVE** applied for funding from other sources. List applicable Source, Program and Project/Reference Number(s).

_____

_____

_____

Indicate Funding amount $_____

☐ No, I **HAVE NOT** applied and **WILL NOT** apply for funding from other sources.

Please list here any current financial incentive(s) you have received which directly reduces the project cost (attach letter(s) of financial commitment or grant award letters for the proposed project from all additional funding sources):

_____

_____

_____

David Tooley
Contract Signing Authority (Print Name)

_____ _____

Contract Signing Authority Signature Date

***Date required on this document, do not date the contract.)**

Agreement No. **C-39184-A**

SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT

PUBLIC BENEFIT GRANTS PROGRAM

FUNDING AGREEMENT

(Enhanced Transportation Strategies Component)

This Agreement is made and entered into this ____ day of _____, 2015, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **City of Madera** (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize the District to impose fees upon certain registered motor vehicles within the district, and the District has imposed said fees;

WHEREAS, said legislation requires the District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on September 17, 2014, the District issued Request for Proposal PBGP14-01 seeking proposals for projects that reduce emissions generated from mobile sources utilizing enhanced transportation strategies in one of the following focus areas: enhanced mass transit and transportation; park and rides; and other alternative commute strategies; which will assist the District in meeting its air quality goals; and

WHEREAS, Participant has proposed an enhanced transportation strategies project that meets the eligibility criteria of the Public Benefit Grants Program and Request for Proposal PBGP14-01; and

WHEREAS, on April 16, 2015 the District's Governing Board approved the recommendation to provide funding towards Participant's enhanced transportation strategies project; and

WHEREAS, Participant represents that it is willing and able to complete the proposed project set forth herein within the timeframe specified in this Agreement.

NOW, THEREFORE, based on their mutual promises, covenants, and conditions, the parties hereby agree as follows:

1. PROJECT

Participant proposes to complete its project, **to provide a hardwire connection and coordinated timing plans for six (6) traffic signals along a one-half mile segment between D Street and Sunset Avenue. Once complete, the traffic lights that operate in front of multiple high frequency destinations, including the Madera City Hall and Madera County Government Centers, will be synchronized. This 1.25 mile corridor connects east-west Madera and provides a primary access to state route 99**, as set forth in the Participant's proposal; attached hereto and incorporated herein as **Exhibit A**. Participant agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, per schedule, in a professional manner, the project described herein. Participant represents that Participant has the expertise, match funding, and resources necessary to adequately perform and complete the project specified in and in accordance with this Agreement and the exhibits incorporated herein.

In the event of any conflict between or among the terms and conditions of this Agreement, the exhibits incorporated herein, and the documents referred to and incorporated herein, such conflict shall be resolved by giving precedence in the

following order of priority:

1) To the text of this Agreement

2) Exhibit B of this Agreement

3) Exhibit C of this Agreement

4) Exhibit A of this Agreement

2. PERIOD OF PERFORMANCE/TIMETABLE

Participant shall commence performance of work and produce all work products in accordance with the project implementation schedule approved by the District; attached hereto and incorporated herein as **Exhibit B**. The implementation schedule in Exhibit B supersedes the proposed implementation schedule described in Exhibit A. Participant shall complete the project in its entirety and in accordance with the scope of work specified in Exhibit A by the timeframe specified in Paragraph 23 of this Agreement, unless this Agreement is terminated sooner as provided for elsewhere in this Agreement. Participant is responsible for and must comply with meeting and obtaining all local, state, and/or federal permitting, licensing, and/or certifying requirements necessary to complete the project in accordance with the implementation schedule identified in Exhibit B.

3. COMPENSATION

The total obligation of District under this Agreement shall not exceed **Twenty-Four Thousand dollars ($24,000)** and supersedes any requested funding amount by the Participant identified in Exhibit A.

Participant shall obtain through other sources sufficient additional monies to fund the total cost of the project as outlined in Exhibit A. Satisfactory written evidence of such funding commitments shall be provided to District prior to the release by District of any funds under this Agreement. In the event funding from other sources as outlined in Exhibit A is not received by Participant to pay for costs associated with the project, District reserves the right to terminate or re-negotiate this Agreement. In that event, if requested by District, Participant shall return any District funds provided

for Participant's project.

A. Payments: Advance payments shall not be permitted. Payments will be permitted only at which time project milestones have been satisfactorily completed, and only for eligible costs allowed as specified in the eligible budget list; attached hereto and incorporated herein as **Exhibit C**. Participant may submit a disbursement request at intervals that coincide with the due dates of the quarterly progress reports as identified in Paragraph 4. District shall reimburse Participant after receipt and verification of a properly supported financial claim which includes the following:

1) Public Benefit Grants Program – Enhanced Transportation Strategies Claim for Payment Form, attached hereto an incorporated herein as **Exhibit D**. The Form must be filled in completely and be signed by the contract signing authority.

2) Documentation that supports completion of work and/or milestone: Supporting documentation may include, but is not limited to, copies of invoices, checks, and receipts for work completed that is specific to the project in this Agreement as specified in Exhibit A. Other forms of supporting documentation may be accepted as deemed appropriate by the District.

Claims and all supporting documentation shall be submitted to San Joaquin Valley Unified Air Pollution Control District at the following address with the submission of the quarterly progress report:

San Joaquin Valley Unified Air Pollution Control District
Attention: Incentives Program
1990 East Gettysburg Avenue
Fresno, California 93726-0244

Payment shall be made to Participant by District upon submission and evaluation of Participant's claim that shall set forth the work completed pursuant to this Agreement.

District will issue payment to Participant within sixty (60) working days of receipt of proper documentation and verification that Participant has satisfactorily completed the work for which compensation is sought.

The amount to be paid to Participant under this Agreement is limited to eligible costs identified in Exhibit C. Any other expenses incurred by the Participant for this project which exceed the eligible costs identified in Exhibit C are the responsibility of the Participant. Participant shall make payment of such expenses as necessary to ensure the completion of the project in accordance to Participant's proposal as specified in Exhibit A, and the project implementation schedule as specified in Exhibit B.

Concurrently with the submission of any claim for payment, Participant shall certify (through copies of invoices issued, checks, receipts, and the like) that complete payment has been made to any and all sub-contractor(s) as provided.

Disbursement requests may be submitted in more frequent intervals if necessary and with sufficient justification provided by the Participant. Participant must submit such requests to the District in writing and District shall provide written approval of such changes to the disbursement schedule as the District deems appropriate.

B. Surplus Funds: Any compensation, which is not expended by Participant pursuant to the terms and conditions of this Agreement by the project completion date, shall automatically revert to District. Only expenditures incurred by Participant in the direct performance of this Agreement will be reimbursed by District. Allowable expenditures under this Agreement are specifically established and identified in Exhibit C.

C. Closeout Period: Participant shall submit all final claims within sixty (60) days following the final month of activities for which payment is claimed. No action will be taken by District on claims submitted beyond the 60-day closeout period. District will not make payment on final disbursement request until the final report, as

specified in subparagraph 4.B, has been submitted and deemed sufficient by the District, and the project has been completed in full and in accordance with Exhibit A. If the final report is not submitted and/or the project is not satisfactorily completed in accordance with Exhibit A, Participant shall return, if requested by the District, District funds provided for the project, up to the full amount provided to Participant on previous disbursements.

4. REPORTING REQUIREMENTS

Participant shall perform the following reporting requirements in subparagraphs 4.A through 4.C. If Participant does not meet the reporting requirements specified in this Agreement, Participant may be subject to conditions outlined in subparagraph 7.A.

A. Quarterly Progress Reports: Participant shall submit regular progress reports on a quarterly basis according to the project implementation schedule and deliverables identified in Exhibit B. The progress report shall detail the work performed during the current reporting period; work planned for the next reporting period; problems identified, solved, and/or unresolved; the percentage of each task completed; and include any other pertinent information requested on the Quarterly Progress Report; attached hereto and incorporated herein as **Exhibit E**. Quarterly progress reports shall be required for the duration of the two-year project implementation phase or until the project is complete, whichever is later.

B. Final Report: Upon completion of the project, Participant shall submit a final report which shall detail the final project product; problems identified, solved, and/or unresolved; and any other pertinent information requested on the Final Report Form; attached hereto and incorporated herein as **Exhibit F**.

C. Annual Reports: Participant is required to complete and submit annual reports to the District for three (3) subsequent years, commencing approximately one year following the completion of the project. The annual report shall detail the project's viability; include, if completed, any study(ies) and/or reports that

document the project's success and contribution to improving air quality, public service(s), and/or its tangible benefit to Environmental Justice communities; and include any other pertinent information requested on the Annual Report Form. For each annual report, District shall provide Participant with an Annual Report Form approximately one month prior to the due date of the report.

5. NON-ALLOCATION OF FUNDS

The terms of this Agreement are contingent on the approval and receipt of funds by the appropriating government agency. Should sufficient funds not be allocated, the scope of the project may be modified or this Agreement terminated by the District at any time by giving Participant thirty (30) days' prior written notice.

6. INDEPENDENT PARTICIPANT

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

Because of its status as an independent Participant, Participant shall have absolutely no right to employment rights and benefits available to District employees. Participant shall be solely liable and responsible for providing to, or on behalf of, itself all legally required employee benefits. In addition, Participant shall be solely responsible and save District harmless from all matters relating to payment of

Participant'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, Participant may be providing services to others unrelated to District or to this Agreement.

7. TERMINATION

Breach of Agreement: District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of District there is:

1) An illegal or improper use of funds;

2) A failure to comply with any term of this Agreement;

3) A substantially incorrect or incomplete report submitted to District; or

4) Improperly completed project.

In no event shall any payment by District constitute a waiver by District of any breach of this Agreement or any default, which may then exist on the part of Participant. Neither shall such payment impair or prejudice any remedy available to District with respect to the breach or default. District shall have the right to demand of Participant the repayment to District of any funds disbursed to Participant under this Agreement which in the judgment of District were not expended in accordance with the terms of this Agreement. Participant shall promptly refund any such funds upon demand.

In addition to immediate suspension or termination, District may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

8. MODIFICATION

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without in any way affecting the remainder. With the exception of modifications or amendments which do not affect costs, payments or

deadlines under this Agreement, Participant understands that District Governing Board approval may be required for such modifications.

9. NON-ASSIGNMENT

Neither party shall assign, transfer, or subcontract this Agreement, nor their rights or duties under this Agreement, without the prior express, written consent of the other party.

10. INDEMNIFICATION

Participant agrees to indemnify, save, hold harmless, and at District's request and at Participant's sole expense, defend District, its boards, committees, representatives, officers, agents, and employees from and against any and all costs and expenses (including reasonable attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in agreement, tort, or strict liability, including, but not limited to, personal injury, death, and property damage) which arise or are alleged to arise directly or indirectly from any act or omission of Participant, its officers, agents, subcontractors, or employees in the performance of this Agreement or out of the operations conducted by Participant, save and except claims or litigation arising out of the sole negligence or sole willful misconduct of District.

11. INSURANCE

A. Without limiting District's right to obtain indemnification from Participant or any third parties, Participant, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement:

1) Commercial general liability insurance with minimum limits of coverage in the amount of Five Million Dollars ($5,000,000) per occurrence.

2) Commercial automobile liability insurance which covers bodily injury and property damage with a combined single limit with minimum limits of coverage in the amount of Five Million Dollars

($5,000,000) per occurrence.

3) Workers' compensation insurance in accordance with California law.

B. Except for workers' compensation insurance, such insurance policies shall name DISTRICT, its officers, agents, and employees, individually and collectively, as additional insureds. Such additional insured coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by DISTRICT, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under Participant's policies herein. This insurance shall not be canceled or changed without a minimum of thirty (30) days' advance, written notice given to DISTRICT.

C. Prior to the commencement of performing its obligations under this Agreement, Participant shall provide certificates of insurance and additional insured endorsements on the foregoing policies, as required herein, to District, stating that such insurance coverages have been obtained and are in full force; that District, its officers, agents, and employees will not be responsible for any premiums on the policy. This insurance shall not be canceled or changed without a minimum of thirty (30) days' advance, written notice given to District.

D. In the event Participant fails to keep in effect at all times insurance coverage as herein provide, District may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

E. If Participant is a government entity, then it may self-insure such of those risks identified in subparagraph 11.A.1 of this Agreement, provided, however, that:

1) Such self-insurance plans shall be reasonably satisfactory to District; and

2) All those provisions identified in subparagraph 11.C of this Agreement concerning the relationship of Participant's primary

and District's excess insurance to each other, the requirement of Participant delivering a certificate of insurance and additional insured endorsement or other suitable evidence to District, and the cancellation/change of insurance requirements shall apply to such self-insurance plans.

12. AUDITS AND INSPECTIONS

Participant shall at any time during regular business hours, and as often as District may deem necessary, make available to District for examination all of its records and data with respect to the matters covered in this Agreement. Participant shall, upon request by District, permit District to audit and inspect all such records and data necessary to ensure Participant's compliance with the terms of this Agreement.

If, after audit, District makes a determination that funds provided to Participant pursuant to this Agreement were not spent in conformance with this Agreement or any other applicable provisions of law, Participant agrees to immediately reimburse District all funds determined to have been expended not in conformance with said provisions.

Participant shall retain all records and data for activities performed under this Agreement for at least three (3) years from the date of final payment under this Agreement or until all audits are completed for that fiscal year, whichever is later.

Because this Agreement exceeds ten thousand dollars ($10,000), Participant shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Gov. Code § 8546.7).

13. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement are as follows:

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PARTICIPANT	DISTRICT
David Tooley	**Seyed Sadredin**
City Administrator	**Executive Director/APCO**
City of Madera	**San Joaquin Valley Unified APCD**
205 West 4th Street	**1990 East Gettysburg Avenue**
Madera, CA 93637	**Fresno, CA 93726**

Any and all notices between District and Participant provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepared, addressed to such party.

14. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations, rules, or guidelines.

15. LOBBYING PROHIBITED

None of the funds provided under this Agreement shall be used for publicity, lobbying, or propaganda purposes designed to support or defeat legislation before the Congress of the United States of America or the Legislature of the State of California.

16. CONFLICT OF INTEREST

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

17. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the

State of California. Venue for any action arising out of this Agreement shall only be in Fresno County, California.

18. COMPLIANCE WITH LAWS

Participant shall comply will all federal and state laws, statutes, regulations, rules, and guidelines which apply to its performance under this Agreement, including California driving eligibility and financial liability laws.

19. BINDING ON SUCCESSORS

This Agreement, including all covenants and conditions contained herein, shall be binding upon and inure to the benefit of the parties, including their respective successors-in-interest, assigns, and legal representatives.

20. TIME IS OF THE ESSENCE

It is understood that for Participant's performance under this Agreement, time is of the essence. The parties reasonably anticipate that Participant will, to the reasonable satisfaction of District, complete all activities provided herein within the time schedule outlined in the attachments to this Agreement, provided that Participant is not caused unreasonable delay in such performance.

21. DATA OWNERSHIP

Upon termination or expiration of this Agreement, all data which is received, collected, produced, or developed by Participant under this Agreement shall become the exclusive property of Participant, provided, however, that District shall be allowed to receive, a copy of any non-confidential data received, collected, produced, or developed by Participant under this Agreement subject to Participant's exclusive ownership rights stated herein. Accordingly, Participant shall, if requested, provide copies to District all such data which is in its possession (including its sub-contractors or agents), without any reservation of right, not otherwise enumerated herein.

22. SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable in any respect by a court

of competent jurisdiction, such holding shall not affect any other provisions of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

23. SPECIAL CONDITIONS

The entire proposed project must be completed within two (2) years of execution of this Agreement. Participant shall complete the project in a manner consistent with the project implementation schedule described in Exhibit B. No contract extensions will be granted without reasonable justification provided by the Participant and written approval from the District. Funds may not be used to meet Americans with Disabilities Act (ADA) requirements.

24. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Participant and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

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

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PARTICIPANT	DISTRICT
City of Madera	**San Joaquin Valley Unified Air Pollution Control District**
_____	_____
David Tooley **City Administrator**	Seyed Sadredin Executive Director/APCO
	Approved as to legal form: San Joaquin Valley Unified Air Pollution Control District
	_____
	Annette Ballatore-Williamson District Counsel
	Approved as to accounting form: San Joaquin Valley Unified Air Pollution Control District
	_____
	Mehri Barati, C.P.A. Director of Administrative Services
Participant Business Entity:	***For accounting use only:***
Tax ID Number: _____	Program:_____ Account No.:_____

EXHIBIT A

Request for Proposals
Public Benefit Grants Program
Enhanced Transit, Transportation, and Other Alternative Commute Strategies Component
August 2014

ATTACHMENT B: APPLICATION COVER SHEET

Please fill out this form completely and as accurately possible. All fields are required unless otherwise noted. Please contact District staff if you have questions regarding this form.

Section 1 – Applicant Information

Agency's name (as it appears on Form W-9): City of Madera		
Address: 205 West 4th Street		
City: Madera	State: CA	Zip code: 93637
Mailing address, If different from above:		
City:	State:	Zip code:
Primary Contact Information		
First name: Gina	Last name: Daniels	Title: Financial Svs Mgr
Primary phone number: (559) 661-5443	Fax number: (559)675-7067	Alternate contact number (optional): (
E-mail: gdaniels@cityofmadera.com		
Signing Authority Information		
First name: David	Last name: Tooley	Title: City Administrator
Phone number: (559)661-5402	E-mail: dtooley@cityofmadera.com	

Section 2 – Applicant Certification

I hereby certify that all information provided in this application and any attachments are true and correct to the best of my knowledge. I also certify that I have read and understand the requirements of the Request for Proposal.

Printed name of signing authority: David Tooley	Title: City Administrator
Signature of signing authority: 	Date: November 17, 2014

EXHIBIT A

Request for Proposals
Public Benefit Grants Program
Enhanced Transportation Strategies Component
September 2014

Section 3 – Project Information

Project Title/Name:	
4th Street Signal Interconnect	
Total project cost:	Total funding requested from the District:
$24,000	$24,000
Anticipated project start date:	Anticipated project end date:
Project Focus Area (check only one):	
■ Enhanced Mass Transit and Transportation Systems ☐ Park and Ride Lot ☐ Alternative Commute Strategy	

Please complete one of the following sections (4, 5, or 6) based upon the project focus area:

Section 4 – Enhanced Mass Transit and Tranportation Systems

Estimated life of project:	Days of operation per year:
5 years per ARB	365
Average number of users per day:	Average one-way trips reduced per day:
14,000	n/a
Average length of one-way trip reduced:	Estimated vehicle miles traveled (VMT) reduced per year:
n/a	n/a
Please complete the following if a new vehicle is to be purchased as part of the project	
Number of new vehicles to be purchased:	New vehicle make:
New vehicle model:	New vehicle model year:
Gross vehicle weight rating:	Fuel type:
Estimated miles new vehicle will travel per year:	
If existing vehicles will be replaced with the proposed new vehicles, please clarify if the existing vehicles are currently in-use and provide the make, model year, GVWR and fuel type of those being replaced:	
Explain how the new vehicle will be used (i.e., new vehicle will be used to operate a new transit route, etc.):	

EXHIBIT A

Request for Proposals
Public Benefit Grants Program
Enhanced Transit, Transportation, and Other Alternative Commute Strategies Component
August 2014

Please complete the following if signal coordination is part of the project	
Traffic volume at most congested time of day: 9,421	Length of congested roadway: 2,385 feet
Before average speed of traffic: 8 mph	Estimated after average speed of traffic: 15 mph

Section 5 – Park and Ride Facility

Number of park and ride facilities to be constructed:	
Estimated life of project:	Days of operation per year:
Average number of users per day:	Average one-way trips reduced per day:
Average length of one-way trip reduced:	Estimated vehicle miles traveled (VMT) reduced per year:
Proposed number of parking stalls for each facility:	
Describe the dedicated transit service(s) that will use the proposed park and ride facility(ies) to provide service to major high traffic areas of interest:	
Does the new facility(ies) include any enhanced technology or infrastructure:	

EXHIBIT A

Request for Proposals
Public Benefit Grants Program
Enhanced Transit, Transportation, and Other Alternative Commute Strategies Component
August 2014

Describe mass transit routes in the area including bus stops and any bicycle infrastructure that will/can be connected to the park and ride facility(ies):
Describe any additional reductions that may occur due to the facility construction:

Section 6 –Alternative Commute Strategies

Estimated life of project:	Days of operation per year:
Average number of users per day:	Estimated average one-way trips reduced per day:
Estimated average length of one-way trip reduced:	Estimated vehicle miles traveled (VMT) reduced per year:
Please complete the following if a new vehicle is to be purchased as part of the project	
Number of vehicles to be purchased:	Vehicle make:
Vehicle model:	Vehicle model year:
Gross vehicle weight rating:	Fuel type:
Estimated vehicle miles traveled per year:	

EXHIBIT A

Request for Proposals
Public Benefit Grants Program
Enhanced Transit, Transportation, and Other Alternative Commute Strategies Component
August 2014

If current vehicles will be replaced with the proposed new vehicles, please provide make, model year, GVWR and fuel typeof those being replaced:	
Description of use:	
Please complete the following if bicycle infrastructure is part of the project	
Classification (Class I or Class II):	Project length:
Project location/description:	
Average Daily Travel of roadway or closest parallel roadway:	City population:
List colleges and universities in the area, if any:	
Activity centers located within ¼ mile of proposed infrastructure:	
Additional activity centers located within ¼ mile of proposed infrastructure	

EXHIBIT A

Request for Proposals
Public Benefit Grants Program
Enhanced Transit, Transportation, and Other Alternative Commute Strategies Component
August 2014

ATTACHMENT C: BUDGET SUMMARY SHEET

Please fill out this form completely and as accurately possible regarding the proposed project budget. All fields are required. Please contact District staff if you have questions regarding this form.

Section 1 – Applicant Information

Agency name: City of Madera	
Project title: 4th Street Signal Interconnect	
Total project cost: $24,000	Total amount of funding requested from the District: $24,000

Section 2 – Project Partners and Match Funding

Please list all project partners, funding sources and all potential grant funding (District funds included) that will be leveraged for the proposed project. Attach a separate sheet as necessary.

Project Partners	Funding Amount	Type of Match (Cash or In-Kind)	If applicable, describe the type of in-kind service
1. San Joaquin Valley Air Pollution Control District	$24,000	Cash	N/A
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
Total:	$24,000		

EXHIBIT A

Request for Proposals
Public Benefit Grants Program
Enhanced Transit, Transportation, and Other Alternative Commute Strategies Component
August 2014

Section 3 – Project Costs by Task

Please list all project tasks required to complete the project, even if the task will not be funded with District funding, with a brief description and associated costs for each task. Please identify the corresponding funding source for each task and provide a breakdown of costs for each task. Where a task will be funded in whole or part by a third party, please identify the third party. Include all items that are not eligible (See 5.1.2 of the RFP) for District funding, which may be used as project match. Eligible District items for reimbursement include the purchase of materials, labor, equipment, vehicles and/or necessary components required for the emissions benefit to occur form the proposed project. District staff will verify that project costs are reasonable and items paid for provide a direct impact on reducing emissions. Final eligible expenses will be identified in the grantee's agreement with the District. **Make additional copies and attach as many sheets as necessary. The information provided in this section should correlate with Section 2 of this form.**

Task #	Brief Description of Task	Funding Source (check all that apply)	Amount provided per funding source	Breakdown of Task costs
1	Purchase and Install 2,385 lineal feet of signal interconnect cable in existing conduit and terminate at Signal controllers	[x] District	$12,000	Equipment: $10,000
		[ ] Applicant		Labor/Installation: $ 2,000
		[ ] Third Party:		Other:
		Total Task Cost:	$12,000	
2	Purchase and Install Controller Communication Hardware	[x] District	$ 6,000	Equipment: $5,000
		[ ] Applicant		Labor/Installation: $1,000
		[ ] Third Party:		Other:
		Total Task Cost:	$6,000	
3	Develop Coordinated Signal Timing Plan with Synchro, Input and Evaluate Timing Plans	[x] District	$6,000	Equipment:
		[ ] Applicant		Labor/Installation: $6,000
		[ ] Third Party:		Other:
		Total Task Cost:	$6,000	
		[ ] District		Equipment:
		[ ] Applicant		Labor/Installation:
		[ ] Third Party:		Other:
		Total Task Cost:		
		Total Project Cost:	$24,000	

EXHIBIT A

Request for Proposals
Public Benefit Grants Program
Enhanced Transit, Transportation, and Other Alternative Commute Strategies Component
August 2014

ATTACHMENT D: PROJECT IMPLEMENTATION SCHEDULE

Please fill out this form regarding the proposed project's implementation schedule completely and as accurately possible. Please contact District staff if you have questions regarding this form.

Section 1 – Applicant Information

Agency name:	City of Madera
Project title:	4th Street Signal Interconnect

Section 2 – Project Implementation Schedule

Please provide quantitative tasks required to complete the proposed project and the timeline for each task. Include the expected start and finish dates for each task. If you already have a project implementation schedule that provides the information requested in a similar format, it may be attached in lieu of completing the Project Implementation Schedule below. **Please make additional copies of this form as necessary. The information provided in this section should correlate with the information provided in Attachment C, Section 3.**

		Expected Start Date:	Expected Finish Date:
Task:	Signal Interconnect Cable		
Subtask 1:	Purchase Signal Interconnect Cable	May 1, 2015	May 15, 2015
Subtask 2:	Pull cable through conduit	May 16, 2015	May 22, 2015
Subtask 3:	Terminate cable at controllers	May 26, 2015	May 29, 2015
Task:	Controller Communication Hardware		
Subtask 1:	Purchase Modems	May 1, 2015	May 22, 2015
Subtask 2:	Install modems	May 26, 2015	May 29, 2015
Subtask 3:			
Task:	Coordinated Signal Timing Plan		
Subtask 1:	Synchro Input & Prepare Timing Plans	May 1, 2015	May 29, 2015
Subtask 2:	Input Plans into Signal Controller	June 1, 2015	June 8, 2015
Subtask 3:	Evaluate and Adjust as needed	June 9, 2015	June 19, 2015
Task:			
Subtask 1:			
Subtask 2:			
Subtask 3:			
Task:			
Subtask 1:			
Subtask 2:			
Subtask 3:			

EXHIBIT A

City of Madera
4th Street Signal Interconnect Project

6.1.2 Executive Summary

A brief statement describing the project, including the overall approach to the project and the specific objective(s).
The 4th Street Signal Interconnect Project will provide a hardwire connection and coordinated timing plans for six (6) traffic signals along a one-half (1/2) mile segment between D Street and Sunset Avenue. The City is working in cooperation with Caltrans as they control the signal at 4th Street and H Street/SR99 northbound offramp.

The 4th Street Corridor in the City of Madera has recently been improved from Lake Street to Pine Street. This 1.25 mile corridor connects east-west Madera and provides a primary access to SR99. The conduit for signal interconnect is in place.

Summary of the applicant's organization and private entity partners, if applicable.
The City of Madera (pop. 62,624) is a growing agricultural community within the central valley and operates as a general law city incorporated under the California State Constitution. The city serves as the county seat for Madera County and serves as the center of our region's governmental and economic activity. However, our steady population growth, high poverty rate, and poor air quality have all contributed to our city's designation as an environmental justice community by the district. This application's proposed project will synchronize the traffic lights that operate in front of multiple high frequency destinations, including the Madera City Hall and Madera County Government Center. The City of Madera submits this Enhanced Transportation Strategies application in the sincere belief that the project will meet the aspirations of this program by improving our air quality through enhancement to our traffic system.

Summary of the project budget including total project cost and funding requested.
The total project budget is $24,000. It includes acquisition and installation of materials and hardware for the hardwire connection between signals

EXHIBIT A

Project period, including expected beginning and end dates.
Because the signal conduit is already in place, the project can be implemented very quickly. The project schedule assumes a start date immediately following award of funds and completion of the grant agreement. Using in-house staff, the project is expected to take only 7 to 8 weeks.

6.1.3 Project Work Plan

In this section, provide a detailed description of the project, including specific goals and objectives of the proposed project. Applicants should provide sufficient detail so that District Staff can clearly understand and evaluate your proposal. The project proposal must:

Include a detailed description of the proposed project.
The 4th Street Signal Interconnect project will connect 6 traffic signals along 4th Street from Sunset Avenue to D Street as follows:

Intersecting Street	Sunset Avenue (signal reconfigured in 2014 and updated with model 2070L controller)
Distance (feet)	655
Intersecting Street	I Street (reconfigured in 2014 and updated with model 2070L controller)
Distance (feet)	500
Intersecting Street	SR99 off-ramp/H Street (installed 2014, Caltrans furnished model 2070 controller)
Distance (feet)	250
Intersecting Street	G Street (installed 2014, 2070L controller)
Distance (feet)	400
Intersecting Street	Gateway Drive(modified 2014 with new 2070L controller, pre-emption with UPRR xing updated)
Distance (feet)	362
UPRR Crossing	
Distance (feet)	218
Intersecting Street	D Street (modified and upgraded to new 2070L controller in 2012)
Total Length(feet)	2,385

EXHIBIT A

The conduit was installed with the various 4th Street Improvement Project(s) completed in the last three years so no trenching is required. The Project will provide funding to purchase and install signal interconnect cable linking the 6 traffic signals. All of the traffic signals now have compatible Model 2070 controllers. The budget includes purchase and installation of modems at each controller to facilitate communication.

Concurrently, the city will develop signal timing plans using Synchro, a software application for optimizing traffic signal timing and performing capacity analysis. This is the same software that Caltrans uses. Traffic count data has already been collected at the four (4) interior intersections for input into the Synchro software for analysis. City Engineering Staff will input the traffic count data and coordinate with Caltrans for determining the optimum cycle length for 4th Street progression. Once the timing plan is determined, City Public Works Staff will input the plans into the controllers. Several days of observation may be required to evaluate the coordinated plan for effectiveness. There may be a few iterations through Synchro and field testing to determine the optimum timing plan.

City Staff will conduct "before" and "after" delay and speed studies as part of the project reporting requirements.

Describe the operational goals and objectives of the proposed project.

The operational goals of the 4th Street Signal Interconnect Project is to provide a coordinated signal system for the 4th Street corridor that keeps traffic flowing. Various time of day plans may be created as needed to best fit the traffic patterns. Caltrans operates the signal at the SR99 northbound off-ramp and the City will work with Caltrans to optimize the system to adequately serve the freeway off-ramp while maintaining 4th Street traffic flows.

The City will conduct "before" and "after" delay and speed studies as part of the project reporting requirements.

Specify the proposed location or area where the project will be located and/or operated.

The project is located in the heart of the central Madera business district. The attached location map illustrates the corridor and the six (6) traffic signals to be coordinated.

If applicable, identify how the project uses innovative clean air technology in reducing emissions on the local level.

Innovative clean air technology is not employed in this project.

EXHIBIT A

Describe how the proposed project will achieve sustainable, long-term air quality benefits in the Valley.

Traffic signal optimization and coordination is a Transportation System Management (TSM) strategy proven to reduce delays and increase travel speeds thereby reducing fuel consumption and vehicular emissions. The 4th Street Improvement Project(s) recently completed by the City added two (2) new signals for safety and right of way assignment. The intersections are much safer; but through traffic on 4th Street is now subject to additional stops and delays. This configuration is ideal for developing a coordinated plan for traffic progression through the corridor.

Provide detail if the project replaces any current equipment or vehicles. If applicable, please describe current equipment (i.e. make, model year, fuel type, GVWR, etc.) that will be replaced.

The project does not replace any current equipment or vehicles.

Describe the amount of project match funds (cash and/or in-kind), if any, that will be leveraged as part of the proposed project. Provide verification and documentation of the source, availability, and amount of match funds and provide a brief description of each funding source.

In-kind funds will be provided as necessary through dedication of various City staff to completion of this project. These staff costs are paid for from local transportation funds such as Transportation Development Act funds and our local Measure T Transporation Sales Tax funds – maintenance component - appropriated in the annual budget.

Describe if the project provides a benefit and/or service to an environmental justice community. The District has an interactive map to help identify environmental justice areas throughout the Valley: http://valleyair.org/Programs/EnvironmentalJustice/Environmental_Justice_idx.htm#ejmap. The District currently uses three primary criteria to determine environmental justice communities using U.S. Census Data:

1. Communities in nonattainment areas

2. Communities where greater than or equal to 50% of the population are minorities and

3. Communities where greater than or equal to 10% of the population is below the Federal Poverty Level.

As the map indicates, the proposed project lies ***entirely*** within a portion of our community designated as an environmental justice area by the San Joaquin Valley Air Pollution Control District. The proposed project should benefit this area by improving motor vehicle traffic circulation and decreasing emissions. These benefits should result in less traffic congestion and cleaner air.

EXHIBIT B

Project Implementation Schedule

Participant Name: City of Madera
Project Number: C-39184-A

Participant's project shall have a two (2) year project implementation phase, where the project is estimated to be completed within two years from the execution date of this Agreement. Participant shall complete the project in its entirety as specified in Exhibit A and in accordance with the estimated project implementation schedule described below. The implementation schedule in this exhibit shall supersede any previous implementation schedules described and identified in Participant's proposal, Exhibit A. If for any reason the milestone/task(s) cannot be achieved during the estimated time frame, the Participant must notify District staff. Any extensions of milestone/task(s) must be approved by District Staff in writing.

Quarter:	Milestone/Task:
September 2015 – November 2015	Task 1: Signal Interconnect Cable
	Subtask 1: Purchase Signal Interconnect Cable
	Subtask 2: Pull cable through conduit
	Subtask 3: Terminate cable at controllers
	Task 2: Controller Communication Hardware
	Subtask 1: Purchase modems
	Subtask 2: Install modems
	Task 3: Coordinated Signal Timing Plan
	Subtask 1: Synchronize input and prepare timing plans
	Subtask 2: Input plans into signal controller
	Subtask 3: Evaluate and adjust as needed
November 2015	Quarterly Progress Report
November 2015	Disbursement Request (if applicable)
December 2015	Final Report
December 2015	Final Disbursement Request

EXHIBIT C

Eligible Budget List

Participant Name: City of Madera
Project Number: C-39184-A

Project costs eligible for reimbursement are limited to items in the following table. The District is providing flexibility to the amounts listed for the eligible items. Should the final cost of an eligible item decrease during the implementation of the project, its difference can be used towards the costs of other eligible items that may have increased. The District will not however, pay more than the **Maximum District Funding** amount identified in the table below, or reimburse for items that are not program eligible (consultant fees; feasibility studies; research and initial design costs; on-going maintenance of equipment and/or infrastructure; indirect costs such as rent, utility bills, etc.; administrative items such as office supplies or equipment; employee compensation, health benefits, etc.). The maximum funding identified in this exhibit supersedes any funding amount requested by the Participant in Exhibit A. The District reserves the right to reduce the total incentive funding provided to the Participant if actual invoiced or paid amounts for eligible costs are less than the amounts provided in the table below.

Item:	Description:	Amount:
1	Purchase and install signal interconnect cable	$12,000
2	Purchase and install controller communication hardware	$6,000
3	Prepare signal timings, coordination, input and evaluation	$6,000
	Total Item Cost:	$24,000
	Maximum District Funding:	**$24,000**

EXHIBIT D

San Joaquin Valley Air Pollution Control District

Public Benefit Grants Program - Claim for Payment Form

Enhanced Transportation Strategies Project

Project Number: _____

Payee/Grantee : _____

Address : _____

City: _____ **State:** _____ **Zip:** _____

Please check one of the following :

- ☐ Individual/Sole Proprietor
- ☐ C Corporation (C Corp)
- ☐ S Corporation (S Corp)
- ☐ Partnership
- ☐ Trust/Estate
- ☐ Other _____
- ☐ Limited Liability Company (C=C Corp, S= S Corp, P=Partnership) ▶____

Federal Tax I.D. # : _____

Social Security # : _____

Telephone # : _____

Date of Invoice	Reimbursable Item Description	Amount Paid	Grant Amount
		Total Claim	

Signature of Signing Authority **Date**

For District Use Only

For District Use Only

SJVUAPCD Approval Date

Administrative Services Use Only

Audited By Date

Reviewed By Date

Object	Fund	Year	Dept	Sub-Dept	Type	Program	Phase	Entity	Amount	1099 Code
		1	90	92	-					
					-					
					-					
Stipend					-					
Expense					-					
Table					-					

Vendor Number: _____ $

EXHIBIT E

Quarterly Progress Report

Reporting Quarter	
Start Date:	**End Date:**

Participant: City of Madera

Project Number: C-39184-A

The goal of the Quarterly Progress report is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget. Each progress report is due to District staff within 30 days of the end of the reporting period, unless a later date is agreed upon between the Participant and the District. If the progress of your project is anticipated to deviate from the Project Implementation Schedule (Exhibit B), please include an updated Project Implementation Schedule with your Quarterly Progress Report and an explanation for the deviation as requested below.

Please answer each item and submit a completed report to Public Benefit Grants Program staff. Please provide responses on a separate sheet of paper.

A) Provide a brief summary describing your project activities for this reporting period, including tasks performed or milestones achieved in accordance to the project implementation schedule and the percentage of each task completed.

B) Provide a brief description of significant issue(s) encountered during the reporting period. Also, please explain whether any mentioned issue(s) have been resolved. For pending issue(s), please provide plan(s) and a timeline to have the issue(s) resolved.

C) If applicable, please identify any anticipated project issue(s) and a brief description of proposed change(s) to tasks in the Project Implementation Schedule which would ensure timely completion of the project.

D) Provide a brief description of tasks to be performed in the next reporting period.

E) Provide any other pertinent information or concerns regarding the project and its progress.

EXHIBIT F

Final Report

Participant: City of Madera

Project Number: C-39184-A

Project Start Date: Execution Date of Agreement

Project Completion Date: 2 Years from Execution Date of Agreement

The goal of the Final Report is to assess the project's success in achieving its goals and objectives to **provide a hardwire connection and coordinated timing plans for six (6) traffic signals along a one-half mile segment between D Street and Sunset Avenue. Once complete, the traffic lights that operate in front of multiple high frequency destinations, including the Madera City Hall and Madera County Government Centers, will be synchronized. This 1.25 mile corridor connects east-west Madera and provides a primary access to state route 99**. The Final Report is due to District staff within 30 days from the completion date of the project unless a later date is agreed upon between the participant and the District.

Please answer each item and submit a completed report to Public Benefit Grants Program staff. Please provide responses on a separate sheet of paper.

A) Provide a narrative discussing the successes and lessons learned for the entire project.

B) If applicable, provide a description of any significant issue(s) encountered. Please also explain whether any mentioned issue(s) have been resolved and if applicable, please describe plans to have the issue(s) resolved.

C) Provide a discussion of how the completion of the project provides broad public benefits.

D) If applicable, provide any other pertinent information or concerns regarding the final outcome of the project.

Return to Agenda

REPORT TO CITY COUNCIL

COUNCIL MEETING OF August 5, 2015

AGENDA ITEM NUMBER B-9

APPROVED BY:

DEPARTMENT DIRECTOR

CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING IMPROVEMENT DEFERRAL AGREEMENT AND AUTHORIZATION OF LIEN FOR MADERA RESCUE MISSION, INC.

RECOMMENDATION:

That the City Council approve:

1. Resolution No. 15-_____ Approving Improvement Deferral Agreement and Authorization of Lien for Madera Rescue Mission, Inc.

SUMMARY:

The City of Madera Planning Commission, on April 14, 2015, reviewed the Madera Rescue Mission for compliance with CUP 2020-07 and SPR 2013-42 conditions of approval. The Rescue Mission wishes to defer the installation of water meters and appurtenances, being of one condition not completed as of that review

SITUATION:

As part of the review of conditions at the April 14, 2015 Planning Commission meeting, Condition Number 32 for CUP 2002-07 MOD was noted as not being in compliance. The Madera Rescue Mission was provided two options;

one of which should be completed within 90 days in order to satisfy Condition Number 32. Those options included installing the meters or entering into a deferral agreement that would ensure installation of said meters at some future time. The Madera Rescue Mission chose to enter into a deferral agreement. This process is authorized under municipal code where it is determined that the improvements are not immediately essential.

FINANCIAL IMPACT:

Approval of the deferral agreement will have no immediate fiscal impact on the City. In the event that the owner defaults on the agreement and does not complete the improvements upon demand by the City Engineer, the City, specifically the Water Fund, will be responsible for completing the improvements while placing a lien against the property to eventually recoup those costs.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

This action is generally consistent with the following Action Item:

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

RESOLUTION NO. 15-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING IMPROVEMENT DEFERRAL AGREEMENT AND AUTHORIZATION OF LIEN FOR MADERA RESCUE MISSION, INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, Madera Rescue Mission, Inc., Owner of record of subject property, is required to enter into and execute an agreement between the City and said Owner for said property which is on file in the office of the City Clerk entitled, "**IMPROVEMENT DEFERRAL AGREEMENT AND AUTHORIZATION OF LIEN FOR MADERA RESCUE MISSION, INC. IMPROVEMENTS,** wherein the Owners, shall agree to construct and complete within the time specified in a separately prepared encroachment permit all work and improvements required of Owners as mentioned in said Agreement.

WHEREAS, Owner is required to obtain an encroachment permit in the office of the City Engineer, furnish to the City a good and sufficient improvement security, securing the faithful performance and payment of all bills for labor and materials by said Owners of all work designated or mentioned in said agreement; furnish to the City certificates or policies of public liability and property damage insurance, as required in the above mentioned Agreement entitled, "**IMPROVEMENT DEFERRAL AGREEMENT AND AUTHORIZATION OF LIEN FOR MADERA RESCUE MISSION, INC.**", on file in the office of the City Clerk.

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

1. The above recitals are true and correct.
2. The agreement for the deferral of improvements for **MADERA RESCUE MISSION, INC.,** a copy of which is on file in the office of the City Clerk, is approved.
3. The Mayor is authorized to execute said agreement on behalf of the City.
4. Staff is directed to record the Deferral Agreement
5. This resolution is effective immediately upon adoption.

* * * * * * * * * *

Recording Requested By:
City of Madera
When Recorded Return To:
City of Madera
205 W. 4th Street
Madera, CA 93637
Attention: City Clerk

Fee Waived Per Section 27383 of the Government Code

IMPROVEMENT DEFERRAL AGREEMENT AND AUTHORIZATION OF LIEN FOR MADERA RESCUE MISSION, INC.

This Improvement Deferral Agreement and Authorization of Lien, herein after called "Agreement", is made and entered into at Madera, California, and is effective this _____ day of _____ 2015, by and between the CITY OF MADERA, a municipal corporation, hereinafter designated and called "CITY", and Madera Rescue Mission, Inc., herein after designated and called "Owner" without regard to number or gender.

RECITALS

WHEREAS, Owner has constructed several building expansions at the Madera Rescue Mission located at 332 Elm Street, comprised of three parcels as described in attached Exhibit "A"; and

WHEREAS, Conditional Use Permit Number CUP 2002-07 MOD requires Owner to upgrade water service connections to current city standards; and

WHEREAS, Owner is requesting that City, subject to the terms and conditions of this Agreement, defer the requirement to upgrade water service connections to current City standards.

THEREFORE, in consideration of City's acceptance to defer the improvements requested by Owner and for other good and valuable consideration, City and Owner hereby agree as follows:

1. The deferred work and improvements that the Owner shall perform and install pursuant to the terms of this agreement are approximated below:

a. Installation of two 1" water meters

b. Installation of two 1-1/2" water meters

c. Installation of one 1-1/2" backflow prevention device

d. Modification of an existing 6" backflow prevention device

The list above is based on a contractor quote received by the owner to make the required improvements and may or may not represent the full and complete list of required water service connection improvements. It is the intent of this agreement that all water service connections serving Owner's property (as described in the attached Exhibit "A"), be upgraded to current City Standards.

2. The performance and installation of such Improvements shall comply with the Standard Plans and Specifications of the City of Madera. Owner shall perform, install and provide all work, improvements and materials under the supervision of the City Engineer, under whose direction the work shall be inspected as it progresses.

3. Owner agrees to install said improvements identified herein prior to completion of the City's upcoming commercial water meter project unless Owner is prevented from installing said improvements within that time frame due to conditions or circumstances which are beyond Owner's control. Such completion is currently anticipated to occur no later than June 31, 2016. If Owner fails to construct or complete the deferred improvements, the City may, but shall not be obligated to, construct and complete the improvements. The Owner shall be fully responsible for all costs incurred by the City in connection with completion of the

improvements including reasonable attorney's fees which may be incurred in any action successfully enforcing this agreement against the Owner, his heirs, successors or assigns. A final accounting of such costs, when confirmed by the City Engineer and recorded in the official records of the County, shall be a lien on the property. If the Owner does not pay the costs in full within 30 days after the date the City Engineer mails notice of such costs, interest shall accrue on the unpaid costs at the maximum legal rate from the date the accounting of the costs was confirmed. The lien shall not be released until all such costs, including accrued interest, are paid in full, according to the terms specified in this Agreement. The remedy provided in this paragraph shall be in addition to and without limitation on any other rights or remedies that may be available to the City, including but not limited to the right to resort to any security submitted by the Owner as provided herein.

4. Prior to construction of Improvements, Owner shall obtain an Encroachment Permit from the City of Madera Engineering Department.

5. As part of the Encroachment Permit, Owner shall provide an engineer's cost estimate for construction of the required Improvements. The engineer's estimate shall be increased to 125 percent of the cost estimate to reflect the payment of prevailing wages should City find it necessary to construct the deferred Improvements. Such amount shall be the dollar amount necessary as security to guarantee construction of said Improvements.

6. The Security for the construction of deferred Improvements as part of the Encroachment Permit shall be in the form of a bond, cash, or a certificate of deposit assigned and payable to City, an irrevocable straight letter of credit, or

other form acceptable to the City. The security shall be maintained in full effect at all times until the Improvements are completed and accepted by City. Said security may be provided by Owner's contractor performing said work. The security shall be submitted before an encroachment permit is issued.

7. Owner shall, before the issuance of an Encroachment Permit, obtain and maintain in full force and effect during the term of this Agreement at Owner's own expense and risk, a general comprehensive liability insurance policy and shall furnish evidence of such insurance by delivery of a copy or copies of the policies. Such insurance shall name City, its Council, boards, commissions, officers, council members, volunteers and employees as additional insureds and shall indemnify City and said persons against liability for loss or damage for injury, including death, and property damage occasioned by the operation of Owner or its contractors or subcontractors under the terms of this Agreement, and shall be in the minimum limits of $1,000,000 for injury or death, and property damage limits of not less than $250,000. **THE POLICIES MENTIONED HEREIN SHALL CONTAIN A PROVISION THAT A WRITTEN NOTICE OF INSURER'S CANCELLATION OR MATERIAL CHANGE IN THE TERMS OF SAID POLICY SHALL BE DELIVERED TO THE CITY THIRTY (30) DAYS IN ADVANCE OF THE EFFECT OF SUCH CHANGE OR CANCELLATION**. Such insurance shall also specifically insure any contractual liability assumed by Owner under the terms of this Agreement. Owner shall provide an additional bond, cash, or other security, as approved by City, in an amount equal to all deductible amounts or self insured retention named in the above required general comprehensive liability insurance policy.

8. After the satisfactory completion of the Improvements by Owner, City shall accept such Improvements and release the associated encroachment permit and security provided, except Owner shall provide for the repair of defects due to poor workmanship or faulty materials, discovered during a one-year warranty period commencing one day after the acceptance of the Sidewalk Improvements by City. This Agreement shall terminate upon the later of said (1) year period or upon the completion of any work necessary to cure any defects discovered during such (1) year period.

9. All Improvements shall be done at the sole cost and expense of Owner. The usual and customary costs of engineering, inspection, installation, testing, and all applicable fees as required by City shall be the sole responsibility of Owner.

10. Owner shall indemnify, hold harmless, and defend City and each of its officers, agents, and employees from any and all loss, liability costs, and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including attorney's fees and legal expenses), arising or alleged to have arisen directly or indirectly out of or in any way connected with (a) the making of this Agreement; (b) performance or installation of the Improvements by Owner, its employees, officers, agents, contractors or subcontractors, or (c) design, installation, operation or maintenance of the Improvements, regardless of whether City is actively or passively negligent, except for liability, loss, costs or damage caused solely by the negligence or willful misconduct of City, of its officers, agents or employees.

11. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision or part thereof shall not affect the validity or invalidity or any other provision.

12. This Agreement shall be binding upon and inure to the benefit of the administrators, successors, and assigns of the respective parties hereto, and the obligations of this Agreement shall run with and burden the subject property.

13. This Agreement shall not be assignable by Owner without the express written consent of City. Subject to the limitations on assignment, this Agreement shall inure to the interest of the parties hereto.

14. Whenever the context requires, the neuter shall include the masculine or feminine, or both, and the singular shall include the plural.

15. Time is of the essence of this Agreement.

CITY OF MADERA:

By: _____
Robert L. Poythress, Mayor

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

OWNER:

Madera Rescue Mission, Inc.

By: _____
Michael Unger, Executive Director

NOTARY ACKNOWLEDGEMENT REQUIRED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE §1189**

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 7/30/15 before me, Sonia Alvarez, Notary Public, personally appeared **Michael Unger**, 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 Sonia Alvarez (Seal)

SONIA ALVAREZ
Commission # 2074373
Notary Public - California
Madera County
My Comm. Expires Aug 9, 2018

DESCRIPTION OF ATTACHED DOCUMENT *(OPTIONAL)*

Title or Type of Document: Improvement Deferral Agreement and Authorization of Lien for Madera Rescue Mission, Inc.

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name: Signer's Name:

Title: Title:

Exhibit "A"

Legal Description

APN: 008-062-006:

City of Madera

The Southwesterly 163 feet of the Northwesterly 75 feet of Lot 29 of Woolley Addition to the Town, now city of Madera, according to the map entitled, "Plat of Woolley Addition to Madera", filed and recorded in the office of the County Recorder of the County of Fresno, State of California, April 27, 1891, in Vol. 4 of Maps, at Page 70.

APN: 008-062-007:

City of Madera

The Southwesterly 163 feet of the Southeasterly 50 feet of Lot 29 of Woolley Addition to the Town, now City of Madera, according to the map entitled, "Plat of Woolley Addition to Madera", filed and recorded in the office of the County Recorder of the County of Fresno, State of California, April 27, 1891, in Vol. 4 of Maps, at Page 70.

APN: 008-062-033:

Lots 27 and 28 of the Woolley Addition to Madera, according to map entitled, "Plat of the Woolley Addition to Madera", filed and recorded in the offices of the County Recorder of the County of Fresno, State of California, April 27, 1891, in Volume 4 of Maps, at Page 70.

EXCEPTING THEREFROM Lot 27 a strip of land 40 feet in width, being an extension of Clinton Avenue, Lot 28 the North 50 feet hereof.

Return to Agenda

REPORT TO CITY COUNCIL

COUNCIL MEETING OF August 5, 2015

AGENDA ITEM NUMBER B-10

APPROVED BY:

DEPARTMENT DIRECTOR

CITY ADMINISTRATOR

SUBJECT: APPROVAL – RES. NO. 15-___ APPROVING THE FINAL MAP FOR COTTONWOOD ESTATES PHASE 5 SUBDIVISION, AND AUTHORIZING EXECUTION OF SUBDIVISION AGREEMENT

APPROVAL – RES. NO. 15-___ APPROVING INCLUSION OF COTTONWOOD ESTATES PHASE 5 SUBDIVISION INTO ZONE OF BENEFIT 25D OF THE CITY WIDE LANDSCAPE MAINTENANCE DISTRICT

RECOMMENDATION:

That the City Council approve:

1. Resolution No. 15-___:

   a. Approving the Final Map for **COTTONWOOD ESTATES PHASE 5 SUBDIVISION.**
   b. Approving Agreement for the Construction of Improvements for **COTTONWOOD ESTATES PHASE 5 SUBDIVISION.**
   c. Accepting the dedication of land for public use.
   d. Accepting the Avigation Easement.
   e. Authorizing staff to record the Final Map, Subdivision Agreement and Avigation Easement

2. Resolution No. 15-_____ Approving Inclusion of **COTTONWOOD ESTATES PHASE 5 SUBDIVISION** into Zone of Benefit 25D of the City Wide Landscape Maintenance District

SUMMARY:

The Planning Commission on September 10, 2002, approved the tentative map for **COTTONWOOD ESTATES PHASE 5 SUBDIVISION.** The tentative map approval remains active due to time extensions allowed by State Code. On March 11, 2014, the Planning Commission approved PPL 2002-04 MOD2 which approved five new home floor plans. On January 13, 2015, the Planning Commission approved PPL 2002-04 MOD3 which approved seven floor plans. The subdivider is now ready to proceed with the development.

SITUATION:

The final map and improvement plans for **COTTONWOOD ESTATES PHASE 5 SUBDIVISION,** have been checked and approved by the City Engineer. The final map substantially complies with the approved tentative map. All taxes have been paid. Bonds and insurance requirements have been provided by the subdivider and are on file with the City Clerk. The original owner/subdivider of the Cottonwood Estates phased subdivision, Madera Vine Properties, LLC, had constructed subdivision improvements within the Phase 5 area "at risk", without entering into a subdivision agreement and without map approval. The current owner and subdivider, Villa Toscana Madera LP, desires to complete the remaining subdivision improvements and record the Phase 5 subdivision map creating forty residential lots. Villa Toscana Madera LP has signed a Landowner's Consent for inclusion into Zone of Benefit 25D of the City Wide Landscape Maintenance District.

FINANCIAL IMPACT:

Approval of this subdivision will result in transfer of maintenance and resulting costs from Subdivider to City. The Subdivider has paid the required fees for the plan checking and inspection of the installation of the required improvements for the subdivision.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Subdivisions are not specifically addressed in the vision or action plans. However, some components are consistent.

Action 134.1 - *Consider establishment of design/landscape standards for neighborhoods and business construction* - Current landscape design standards have been enforced which aid in the establishment of Well-Planned Neighborhoods and Housing.

RESOLUTION NO. 15-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE FINAL MAP FOR COTTONWOOD ESTATES PHASE 5 SUBDIVISION, SUBJECT TO CERTAIN CONDITIONS, APPROVING EXECUTION OF AGREEMENT FOR THE CONSTRUCTION OF IMPROVEMENTS FOR SAID SUBDIVISION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, that certain final map for **COTTONWOOD ESTATES PHASE 5 SUBDIVISION,** prepared by Lyle Brewer Engineering, Inc., for Villa Toscana Madera, LP, owner of record of said tract, having heretofore been certified by the City Engineer that all provisions of the law and of Chapter 2 of Title 10 of the Madera Municipal Code have been complied with and that said subdivision as shown is substantially the same as it appears on the tentative map thereof heretofore approved by the Planning Commission of the City of Madera on September 10, 2002; and

WHEREAS, the Planning Commission of the City of Madera approved Precise Plan 2002-04 MOD2 and 2002-04 MOD3; and

WHEREAS, prior to the delivery of said map and prior to its recordation, the Subdivider of said subdivision shall enter into and execute an agreement between the City and said Subdivider for said subdivision which is on file in the office of the City Clerk entitled, "**AGREEMENT FOR THE CONSTRUCTION OF IMPROVEMENTS FOR COTTONWOOD ESTATES PHASE 5 SUBDIVISION",** wherein the owners, in consideration of the approval of said map by the City and the acceptance by the City of the dedication of lands for public use therein

contained, shall agree to construct and complete within the time specified in said Subdivision Agreement all street and other improvements required of Subdivider under the provisions of Chapter 2 of Title 10 of the Madera Municipal Code relating to regulations and standards for the subdivision of lands in the City and the preparation of maps thereof, and such street or other improvements designated or mentioned in said Agreement and/or set forth in the plans and specifications for the improvements for **COTTONWOOD ESTATES PHASE 5 SUBDIVISION** on file in the office of the City Engineer. Villa Toscana Madera, LP shall be responsible for any improvements constructed by any prior subdivider within **COTTONWOOD ESTATES PHASE 5 SUBDIVISION** prior to acceptance by the City.

WHEREAS, Subdivider shall, and as a condition precedent to the recordation of said final map, furnish to the City and file with the City Clerk a good and sufficient improvement security in a form to be approved by the City Attorney, securing the faithful performance by said Subdivider of all work and the construction of all improvements designated or mentioned in said agreement, and also a good and sufficient improvement security in form to be approved by the City Attorney securing the payment by said Subdivider of all bills for labor and materials incurred in the construction of any and all said improvements, and the doing of all other work therein agreed to be done by said Subdivider, within the time therein specified, the amount of said improvement securities to be not less than Forty Five Thousand Two Hundred Ninety One Dollars ($45,291.00).

WHEREAS, Subdivider shall, and as a condition precedent to the recordation of said final map, furnish to the City and file with the City Clerk, certificates or policies of public liability and property damage insurance as required in the above mentioned Agreement entitled, **"AGREEMENT FOR IMPROVEMENTS FOR COTTONWOOD ESTATES PHASE 5 SUBDIVISION",** on file in the office of the City Clerk.

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

1. The above recitals are true and correct.
2. The Final Map for **COTTONWOOD ESTATES PHASE 5 SUBDIVISION,** is approved.
3. The agreement for the construction of improvements for **COTTONWOOD ESTATES PHASE 5 SUBDIVISION,** a copy of which is on file in the office of the City Clerk, is approved.
4. The Mayor is authorized to execute said agreement on behalf of the City.
5. The dedication of lands for public use is accepted.
6. The Staff is authorized to record the Final Map and Subdivision Agreement.
7. This resolution is effective immediately upon adoption.

* * * * * * * * * * *

RESOLUTION NO. 15-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING ANNEXATION COTTONWOOD ESTATES PHASE 5 SUBDIVISION INTO ZONE OF BENEFIT 25D; CONFIRMING THE DIAGRAM AND ASSESSMENTS FOR COTTONWOOD ESTATES PHASE 5 SUBDIVISION FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 25D FOR FISCAL YEAR 2015/2016; AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

WHEREAS, the City of Madera Landscape Maintenance District (District) was formed by Resolution No. 91-67, approved June 17, 1991, pursuant to Part 2 of Division 15 of the Streets and Highways Code (Landscape and Lighting Act of 1972), herein the "Act"; and

WHEREAS, the recommended assessments for 2015/2016 reflect the cost of landscape maintenance provided by the City for said fiscal year; and

WHEREAS, all of the owners of property proposed to be annexed to the Zone of Benefit 25D of said District consisting of Cottonwood Estates Phase 5 Subdivision, as described in Exhibit "A" attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of engineer's report, or both;

WHEREAS, the property owner has agreed that the annual assessment is proportional to, and no greater than, the special benefit conferred on the property by being annexed into the Landscape Maintenance District; and

WHEREAS, the property owner has consented to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost (ENRCC) Index (Los Angeles), plus two percent (2%). The

property owner agreed that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the ENRCC Index since the most recent change in the assessment plus two percent per year;

WHEREAS, the property owner further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs, provided such assessment is consistent with the terms of this covenant.

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. That the public interest and convenience require that certain property described in Exhibit "A" attached hereto and by reference incorporated herein be annexed to City Landscape Maintenance District as Zone of Benefit 25D for the maintenance and servicing of certain landscaping facilities.
3. The City Council hereby confirms the diagram and annual assessments as set forth in the agreement "COVENANT LANDSCAPE MAINTENANCE DISTRICT ZONE OF BENEFIT 25D"

for the certain property described in Exhibit "A" attached hereto and by reference incorporated herein, as the same may be modified, and levies the assessments for fiscal year 2015/2016.

4. Pursuant to Section 22641 of the Streets and Highways Code, the City Clerk is authorized and directed to forthwith file the diagram and assessments with Auditor of Madera County.

5. This resolution is effective immediately upon adoption.

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

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel C of Cottonwood Estates 2 Parcel Map 03-P-01 as recorded in Book 52, Pages 1, 2 and 3 of Madera County Records.

APN 006-380-022

RECORDING REQUESTED BY:

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

Fee Waived Per Section 27383 of the Government Code

AGREEMENT FOR THE CONSTRUCTION OF IMPROVEMENTS FOR COTTONWOOD ESTATES PHASE 5 SUBDIVISION

THIS AGREEMENT made and entered into this _____ day of _____, 2015, by and between the **CITY OF MADERA**, a municipal corporation of the State of California, hereinafter called "City", and **VILLA TOSCANA MADERA, LP,** hereinafter called "Subdivider".

W I T N E S S E T H:

WHEREAS, Subdivider, **VILLA TOSCANA MADERA LP**, is engaged in subdividing that certain tract of land known as **COTTONWOOD ESTATES PHASE 5 SUBDIVISION,** recorded _____ ___, 2015, in Book __, pages ___ -___, Madera County records, situated in the City of Madera, County of Madera, State of California; and

WHEREAS, a final map for said **COTTONWOOD ESTATES PHASE 5 SUBDIVISION,** has been filed with the City Clerk of the City of Madera for presentation to the Council of said City for its approval, which map is hereby referred to and by said reference incorporated herein; and

WHEREAS, The majority of improvements required to be completed by this subdivision have previously been completed by a the original subdivider, Madera

Vine Properties, LLC, all in accordance with and as required by the plans and specifications for all or any part of said improvements in, appurtenant to or outside the limits of said subdivision, which plans and specifications are now on file in the office of the City Engineer of said City; and

WHEREAS, Subdivider has requested approval of said final map, prior to the construction and completion of the improvements including all streets, public ways and public utility facilities, including the upgrading of street lights to LED, repairing substandard or damaged curb and gutter, constructing accessible paths of travel, which are a part of or appurtenant to the above-mentioned subdivision, all in accordance with and as required by the plans and specifications for all or any part of said improvements in, appurtenant to or outside the limits of said subdivision, which plans and specifications are now on file in the office of the City Engineer of said City; and

WHEREAS, the conditions imposed within the tentative map for **COTTONWOOD ESTATES PHASE 5 SUBDIVISION**, approved on September 10, 2002 by the Planning Commission, remain in full force and effect; and

WHEREAS, the Subdivider is responsible for complying with additional project conditions as imposed within Precise Plan 2002-04 MOD2 approved on March 11, 2014, and Precise Plan 2002-04 MOD3 approved on January 13, 2015, by the Planning Commission; and

WHEREAS, City Council approval of said final map and acceptance of the dedications therein offered are subject to and on the condition precedent that Subdivider first enter into and execute this agreement with the City, and provide

the City with such bonds, improvement securities, monies and all other things as required herein and/or as required by the City.

NOW, THEREFORE, in order to insure satisfactory performance by Subdivider of Subdivider's obligations under Chapter 2 of Title 10 of the Madera Municipal Code relating to regulations and standards for the subdivision of lands in the City and for the preparation and presentation of subdivision maps thereof, and in consideration of the approval of the above mentioned final map, and in consideration of the acceptance by the City of the offers of dedication therein made, the parties hereto do hereby agree as follows:

1. Subdivider shall, at Subdivider's own cost and expense, construct all of the improvements in accordance with and to the extent and as provided in those certain plans entitled, **"COTTONWOOD ESTATES PHASE 5 SUBDIVISION IMPROVEMENT PLANS",** as approved by the Council of the City of Madera and on file in the office of the City Engineer, to which plans and specifications reference is hereby made and the same are hereby incorporated herein the same as if fully set forth herein verbatim, and in compliance with the provisions of Chapter 2 of Title 10 of the Madera Municipal Code relating to regulations and standards for the subdivision of lands in the City of Madera and for the preparation and presentation of subdivision maps therefor and complete the same within three hundred seventy (370) calendar days from the date of execution hereof. Said work shall include but shall not necessarily be limited to, all of the following: asphalt concrete paving, aggregate base, concrete curb and gutters, sidewalks, sewer and water mains, water and sewer services, storm

drainage facilities, street lights, fire hydrants, landscape district improvements, implementation of any and all Best Management Practices (BMP's) as outlined in the City's Storm Water Quality Management Program on file in the office of the City Engineer, implementation of any and all BMP's to prevent the infiltration of storm water into the City's sanitary sewer collection system, and all other work, improvements or construction required by or mentioned in the above mentioned plans and specifications and all appurtenances reasonably necessary to complete the aforementioned improvements both inside and outside of the above mentioned subdivision. Except for streets not having direct residential access, installation of sidewalks may be deferred and constructed with residential development subsequent to the acceptance of the subdivision improvements. Prior to Certificate of Occupancy, each and every house shall have ADA accessibility to the nearest collector or arterial street.

Any work required under this agreement and not mentioned in the above mentioned specifications shall be constructed in accordance with Standard Specifications of the City insofar as they apply.

2. Subdivider shall, before the release of said final map by City and as a condition precedent to the recordation thereof, furnish to City and file with the City Clerk, in form to be approved by the City Attorney, improvement security in the form of a good and sufficient surety bond securing the faithful performance by Subdivider of all of the terms of this agreement, all work and the construction of all improvements herein in this agreement mentioned, and assumption of obligations as required by the Subdivision Map Act within the time herein specified, and IN

ADDITION a good and sufficient improvement security in the manner as aforesaid securing payment by Subdivider of all bills for labor and materials incurred in the construction of all said improvements and the doing of all other work herein agreed to be done by Subdivider, the amount of said improvement securities to be not less than Thirty Thousand One Hundred Ninety Four Dollars ($30,194.00) securing faithful performance and Fifteen Thousand Ninety Seven Dollars ($15,097.00) securing payment for labor and materials. Upon application for acceptance of the subdivision improvements by the City Council, Subdivider shall provide security in the form of cash, surety bond or other security authorized under the Subdivision Map Act, in an amount of not less than Three Thousand Nineteen Dollars ($3,019.00), said amount representing ten percent (l0%) of the total cost of improvements as warranty security to ensure the faithful performance of the terms and conditions of Paragraph 8 hereof. Filing of such warranty security is a condition precedent to acceptance by City of the subdivision improvements. In the event City issues a demand for payment using the securities provided under the provisions of this paragraph that is rejected or unreasonably delayed for any reason, the City shall have the authority to withhold building permits and or certificates of occupancy.

3. Subdivider shall protect, defend, indemnify and hold harmless City and all officials, volunteers and employees thereof from any and all liability or claims, including reasonable attorney's fees, because of or arising out of any accident, occurrence, loss, damage or happening occurring upon or arising out of the construction of said work or improvements. Subdivider agrees that the use of

any and all streets and improvements hereinabove specified, shall be at all times, prior to the final acceptance of said subdivision by the City, the sole and exclusive risk of the Subdivider and the issuance of any occupancy permits by City for dwellings located within the said subdivision shall not be construed in any manner to be an acceptance or approval of any improvements in said subdivision by the City of Madera.

4. Subdivider shall, before the release of said final map by City and as a condition precedent of the recordation thereof, obtain and maintain in full force and effect during the term of this agreement at Subdivider's own expense and risk, a general comprehensive liability insurance policy and shall furnish evidence of such insurance by delivery of a copy or copies of the policies or the filing of a certificate of such insurance with the City Clerk in the form attached hereto, marked Exhibit "A". Such insurance shall name the City of Madera, its Council, boards, commissions, officers, councilmembers, volunteers and employees as additional insureds and shall indemnify the City and said persons against liability for loss or damage for injury, including death, and property damage occasioned by the operation of Subdivider or its contractors or subcontractors under the terms of this agreement, and shall be in the minimum limits of $1,000,000 for injury or death, and property damage limits of not less than $250,000. **THE POLICIES MENTIONED HEREIN SHALL CONTAIN A PROVISION THAT A WRITTEN NOTICE OF INSURER'S CANCELLATION OR MATERIAL CHANGE IN THE TERMS OF SAID POLICY SHALL BE DELIVERED TO THE CITY THIRTY (30) DAYS IN ADVANCE OF THE EFFECT OF SUCH CHANGE OR**

CANCELLATION. Such insurance shall also specifically insure any contractual liability assumed by Subdivider under the terms of this agreement.

The Subdivider shall provide an additional bond, cash, or other security, as approved by the City, in an amount equal to all deductible amounts or self insured retention named in the above required general comprehensive liability insurance policy.

5. Time is of the essence in this agreement; provided, however, that in the event good cause is shown therefor to City by Subdivider, City may extend the time in which the aforementioned improvements may be made and completed under this agreement; provided, however, that said extensions of time, if any, may be granted without notice to the surety and any extensions so granted shall not relieve the surety bond or improvement security given to secure Subdivider's performance under this agreement. City Engineer shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension of time hereunder.

6. All pipes and monuments shown on the final subdivision map hereinafter referred to which are destroyed or displaced during construction operations shall be replaced by Subdivider at the time of the final inspection of the improvements hereunder by City.

7. It is agreed that title and ownership of any public improvements constructed hereunder by Subdivider shall vest absolutely in City upon completion and acceptance of such improvements by City.

8. The bonds and securities called for herein, shall not be released until: (1) the work provided for in this agreement and more specifically described in the plans and specifications herein referred to, is approved and accepted by the City Engineer; and (2), work not in conformance with said plans and specifications is removed from the project site to the satisfaction of the City Engineer. Reference is made hereby to (a) that certain subdivision map entitled, **"COTTONWOOD ESTATES PHASE 5 SUBDIVISION",** (b) improvement construction plans, (c) "Madera Irrigation District Standards", and (d) those certain plans on file in the office of the City Engineer entitled, **"CITY OF MADERA STANDARD PLANS AND SPECIFICATIONS",** for a more particular description of the work and improvements generally outlined in this agreement. Said subdivision map, plans and specifications referred to in this paragraph are hereby incorporated herein and made a part of this agreement by reference thereto.

9. It is mutually understood and agreed that neither Subdivider nor any of Subdivider's agents or contractors are, or shall be considered to be agents or employees of the City of Madera in connection with the performance of Subdivider's obligations under this agreement.

10. Subdivider agrees that if, within a period one (l) year after final acceptance of the work done under this agreement, any structure or part of any structure furnished and/or installed or constructed or caused to be constructed by Subdivider, or any of the work done under this agreement fails to fulfill any of the requirements of this agreement or the specifications referred to herein, Subdivider shall without delay and without any cost to the City repair or replace or reconstruct

any defective or otherwise unsatisfactory part or parts of the work or structure. The terms of this paragraph shall not apply to any damage caused by act of God. Should Subdivider fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Subdivider can be notified, the City may, at its option, require Subdivider's surety to make such repairs or City may make the necessary repairs or replacement or perform the necessary work and Subdivider and/or Subdivider's surety shall pay to City the actual cost of such repairs plus fifteen (15) percent for administrative costs.

11. In addition to the improvement security hereinabove referred to, Subdivider shall concurrently with the execution hereof deposit with the City not less than Three Thousand Dollars and no cents ($3,000) cash, which may be used at the discretion of the City to correct deficiencies and conditions caused by Subdivider or Subdivider's contractors during or after construction of the subdivision. Any unexpended amount thereof will be returned to Subdivider when all other bonds or improvement securities are released.

12. Subdivider shall, prior to commencement of construction activities obtain a "no-cost" encroachment permit from the City of Madera Engineering Department. Insurance, bonding and all fees provided as part of this agreement shall serve to fulfill those requirements associated with the encroachment permit process. The Subdivider and Subdivider's Contractor shall adhere to any additional requirements for construction activities as may be included in the encroachment permit that are not contained within this agreement.

13. This agreement shall not be assignable by Subdivider without the express written consent of City. Subject to the limitations on assignment, this agreement shall inure to the interest of the parties hereto.

14. Prior to release and recordation of the final map, Subdivider shall, at Subdivider's sole cost and expense, submit to City all engineering reports, assessment data, and updated maps necessary to cause **COTTONWOOD ESTATES PHASE 5 SUBDIVISION,** plus such other property as designated by the City Engineer, to be included into Zone of BENEFIT 25D of the City Wide Landscape and Lighting Assessment District. The annexation of the property into Zone of BENEFIT 25D shall be considered for recording concurrently with the Council's consideration and approval of the final map.

15. In the event litigation is instituted to enforce this agreement or its terms, the prevailing party shall be entitled to recover reasonable attorney's fees as determined by the Court.

WITNESS the execution of this covenant consisting of 13 pages including Exhibit A the day and year first above written.

CITY OF MADERA:

By: _____
Robert L. Poythress, Mayor

APPROVED AS TO FORM:

City Attorney

By: _____
Brent Richardson

ATTEST:

By: _____
Sonia Alvarez, City Clerk

APPROVED:

By: _____
Keith B. Helmuth,
City Engineer

SUBDIVIDER/OWNERS:

VILLA TOSCANA MADERA, LP, A CALIFORNIA LIMITED PARTNERSHIP

Joseph Crown Construction & Development Co., Inc., General Partner

By: _____
Joseph Crown, President

NOTARY ACKNOWLEDGEMENT REQUIRED

EXHIBIT A

GENERAL LIABILITY ENDORSEMENT
City of Madera ("the City")
205 W. 4th Street
Madera, CA 93637
ATTN:

A. POLICY INFORMATION Endorsement # TBD

1. Insurance Company RockHill Insurance Company ; Policy Number RCGLPG0137200
2. Policy Term (From) 11/1/14 (To) 11/1/15 ; Endorsement Effective Date 7/7/15
3. Named Insured JOSEPH CROWN CONSTRUCTION AND DEVELOPMENT CO.
4. Address of Named Insured 5320 E. Pine Avenue Fresno CA 93727
5. Limit of Liability Any One Occurrence/Aggregate $ 1,000,000 / 2,000,000

   General Liability Aggregate (check one):
   Applies "per location/project" X
   Is twice the occurrence limit
6. Deductible or self-insured Retention (Nil unless otherwise specified: $ $5,000. Ded. BI/PD Per Occurrence
7. Coverage is equivalent to:

   Comprehensive General Liability form GL0002 (Ed 1/73)
   Commercial General Liability "occurrence" form CG0001 X
   Commercial General Liability "claims-made" form CG0002
8. Bodily Injury and Property Damage Coverage is:

   "claims-made"
   X "occurrence"
   If claims-made, the retroactive date is

Note: The City's standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage requires special approval. If commercial general liability form or equivalent is used, the general aggregate must apply separately to this location/project or the general aggregate must be twice the occurrence limit.

B. POLICY AMEDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** The City, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured. *** see below**

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the Named Insured for or on behalf of the City; or (b) products sold by the Named Insured to the City; or (c) premises leased by the Named Insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its elected or appointed officers, officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it. **Included in policy form CG0001 (12/04)**

3. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

(1) Insurance Services Office from number GL 0002 (E. 1/73). Comprehensive General liability Insurance and Insurance Services Office form number GL 0404 Broad Form comprehensive General Liability endorsement; or

(2) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001 or "claims-made" form CG 0002; or

(3) If excess, affords coverage, which is at least as broad as the primary insurance forms referenced in the preceding sections (1) and (2).

4. **SEVERABILITY OF INTEREST.** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought except with respects to the Company's limit of liability.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City its elected or appointed officers, officials, employees or volunteers.

6. **CANCELLATION NOTICE.** The insurance afforded by this policy shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the City. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

ATTN: Austin Brock - Agent
(Title) (Department)
M.D. Manouel Insurance Agency, Inc.
(Company)
7447 N. First Street Suite 101
(Street Address)
Fresno CA 93720
(City) (State) (Zip Code)
(559) 449-0588
(Telephone Number)

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, AUSTIN BROCK (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature heron do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE INSURER (original signature required on endorsement furnished to the City)

ORGANIZATION: M.D. Manouel Insurance Agency, Inc. TITLE: AGENT

ADDRESS: 7447 N. First Street Suite 101 Fresno Ca 93720 TELEPHONE: (559) 446-0588

*** Completed opertions applies only to "Commercial Type Jobs"-Once development is started insured will purchase project specific policy to cover completed operations of Residential Type work.**

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

Fee Waived per Section 27383 of the Government Code

COVENANT
LANDSCAPE MAINTENANCE DISTRICT
ZONE OF BENEFIT 25D

WHEREAS, VILLA TOSCANA MADERA LP, a California Limited Liability Company, hereinafter referred to as "Covenantor", is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as "Subject Property" and more particularly described in attached Exhibit "A"; and

WHEREAS, the Covenantor hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument; and

WHEREAS, all such instruments of Subordination, if any, are attached hereto and made a part of this instrument; and

WHEREAS, Covenantor is required by the City as a condition of Tentative Subdivision Map VIII-02-04 approval to annex to the City's Landscape Maintenance District; and

WHEREAS, the Planning Commission of the City of Madera conditionally approved the Tentative Subdivision Map for the Cottonwood Estates II Phased Subdivision; and

WHEREAS, said tentative map approval requires that maintenance of the required landscaping associated with the Subject Property shall be the responsibility of the City's Landscape Maintenance District.

NOW, THEREFORE, it is agreed:

1. In consideration of the foregoing and the approval of the final map for Cottonwood Estates Phase 5 Subdivision, by the City of Madera, the undersigned hereby covenants, promises and agrees with the City of Madera for the benefit of said City.

2. The Covenantor consents to annexation of said Subject Property to the City's Landscape Maintenance District, has petitioned the City to annex said Subject Property to said district pursuant to Streets and Highways Code Section 22605, and pursuant to California Constitution Article, XIII D, section 5(b), waives any right to protest or object to such annexation.

3. The Covenantor agrees that the Subject Property receives a special benefit, as the term is defined in California Constitution Article, XIII D, section 2(i), from being annexed to Landscape Maintenance District, and that special benefit includes, but is not limited to, the right and ability to develop the Subject Property.

4. The Covenantor consents to an initial annual assessment on the Subject Property in an amount not to exceed 2015/16 base amount of $42.57 for each of the 40 lots as shown on the subdivision map.

The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual

change in the range of the assessment in the amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The Covenantor agrees that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs.

5. The Covenantor agrees that he/she has received the written notice required by California Constitution Article, XIII D, Section 4(c).

6. The Covenantor agrees that this shall constitute a ballot in support of the proposed assessment pursuant to California Constitution Article, XIII D, Section 4(d).

7. Furthermore, should City hold a hearing notwithstanding such waiver, Covenantor waives the requirement of 45 days notice of such hearing in favor of a five-day notice of hearing.

8. The Covenantor shall fully disclose this covenant to every potential purchaser of the Subject Property.

9. It is the intention hereof that this document shall constitute a covenant in favor of the City of Madera and shall run with the land and be binding

upon the undersigned, its grantees, heirs, successors and assigns.

10. The Covenant shall be released and be of no further effect upon written determination by the undersigned and the City Engineer of the City of Madera that it's continued existence and enforcement are no longer necessary.

11. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any other provision or portion thereof shall not affect the validity or enforceability of any one provision thereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

Dated: _____

WITNESS the execution of this covenant consisting of 6 pages including Exhibit A the day and year first above written.

CITY OF MADERA:

By: _____
Robert L. Poythress, Mayor

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

APPROVED:

By: _____
Keith B. Helmuth,
City Engineer

COVENANTOR:

VILLA TOSCANA LP, A CALIFORNIA LIMITED PARTNERSHIP

Joseph Crown Construction & Development Co., Inc., General Partner

By: _____
Joseph Crown, President

NOTARY ACKNOWLEDGEMENT REQUIRED

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel C of Cottonwood Estates 2 Parcel Map 03-P-01 as recorded in Book 52, Pages 1, 2 and 3 of Madera County Records.

APN 006-380-022

Recording Requested By:
City of Madera
When Recorded, Mail To:
City of Madera
205 W. 4th Street
Madera, CA 93637
Attention: City Clerk

Fee Waived Per Section 27383 of the Government Code

COTTONWOOD ESTATES PHASE 5 SUBDIVISION AVIGATION EASEMENT

This indenture made this ____ day of _____, 20___, between Villa Toscana Madera LP, hereinafter referred to as Grantors, and the City of Madera, a Municipal Corporation in the State of California; hereinafter referred to as Grantee.

The Grantors, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual and assignable easement over the following described parcel of land in which the Grantors hold a fee simple estate. The property which is subject to this easement is depicted as "Project" on "Exhibit A1 & A2" and the legal description for the property which is subject to this easement is as follows:

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:
PARCEL C OF COTTONWOOD ESTATES 2 PARCEL MAP #03-P-01 AS RECORDED IN BOOK 52, PAGES 1, 2 AND 3 OF MADERA COUNTY RECORDS

The easement applies to the Airspace above an imaginary plane above the real property. The plane is described as follows:

The imaginary plane as defined by Part 77 of the Federal Aviation Regulations and consisting of a plane inclined at the rate of one foot vertically for each seven feet horizontally (7:1), a plane inclined at a rate of one foot vertically for each fifty feet horizontally (50:1), and rising to and including a horizontal

surface 403.00 feet above Mean Seal Level. The elevation of the plane is based upon the Madera Municipal Airport official runway elevation of 253.00 feet above Mean Sea Level, as shown on the Airport Layout Plan approved by the Federal Aviation Administration on August 4, 1989. The approximate dimensions of the plane are described and shown on Exhibit A-2 attached hereto and incorporated by reference.The aforesaid easement and right of way includes, but is not limited to:

1. For the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, or any aircraft of any and all kinds now or hereafter known, in, through, across or about any portion of the Airspace hereinabove described; and
2. The easement and right to cause or create, or permit or allow to be caused or created within all space above the existing surface of the hereinabove described real property and any and all Airspace laterally adjacent to said real property, such noise, vibration, currents and other effects of air, illumination and fuel consumption as may be inherent in, or may arise or occur from or during the operating of aircraft of any and all kinds, now or hereafter known or used, for navigation of or flight in air; and
3. A continuing right to clear, and keep clear the Airspace of any portions of buildings, structures, or improvements of any kinds, and of trees of other objects, including the right to remove or demolish those portions of such buildings, structures, improvements, trees or other things which extend into or above said Airspace, and the right

to cut to the ground level and remove, any trees which extend into or above the Airspace; and

4. The right to mark and light, or cause or require to be marked or lighted, as obstructions to air navigation, any and all buildings, structures, or other improvements, and trees or other objects, which extend into or above the Airspace; and

5. The right of ingress to, passage within, and egress from the hereinabove described real property, for the purposes described in subparagraph (3) and (4) above, at reasonable times and after reasonable notice.

For and on behalf of itself, its successors and assigns, the Grantors hereby covenant with the City of Madera, for the direct benefit of the real property constituting the Madera Airport hereinafter described, that neither the Grantors, nor their successors in interest or assigns will construct, install, erect, place or grow in or upon the hereinabove described real property, nor will they permit to allow, any building structure, improvement, tree or other object which extends into or above the Airspace, or which constitutes an obstruction to air navigation, or which obstructs or interferes with the use of the easement and rights-of-way herein granted.

The easements and rights-of-way herein granted shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the Madera Municipal Airport, City of Madera, County of Madera, State of California; and shall further be deemed in gross, being conveyed to the Grantee for the benefit of the Grantee and any and all members of the general public who may use said easement or right-of-way, in landing at, taking off from, or operating such

aircraft in or about the said Madera Airport, or in otherwise flying through said Airspace.

This grant easement shall not operate to deprive the Grantors, their successors, or assigns, of any rights which they may from time to time have against any air carrier or private operator for negligent or unlawful operation of aircraft. These covenants and agreements run with the land and are binding upon the heirs, administrators, executors, successors and assigns of the Grantors. For the purpose of this instrument, the real property first described is the servant tenement and the Madera Airport is the dominant tenement.

WITNESS the execution of this agreement consisting of 7 pages the day and year first above written.

Dated: _____

CITY OF MADERA:

By: _____
Robert L. Poythress, Mayor

ATTEST:

By: _____
Sonia Alvarez, City Clerk

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

APPROVED:

By: _____
Keith B. Helmuth, City Engineer

GRANTOR:

VILLA TOSCANA MADERA LP

Joseph Crown Construction
& Development Co., Inc., General Partner

By: _____

Joseph Crown, President

NOTARY ACKNOWLEDGEMENT REQUIRED

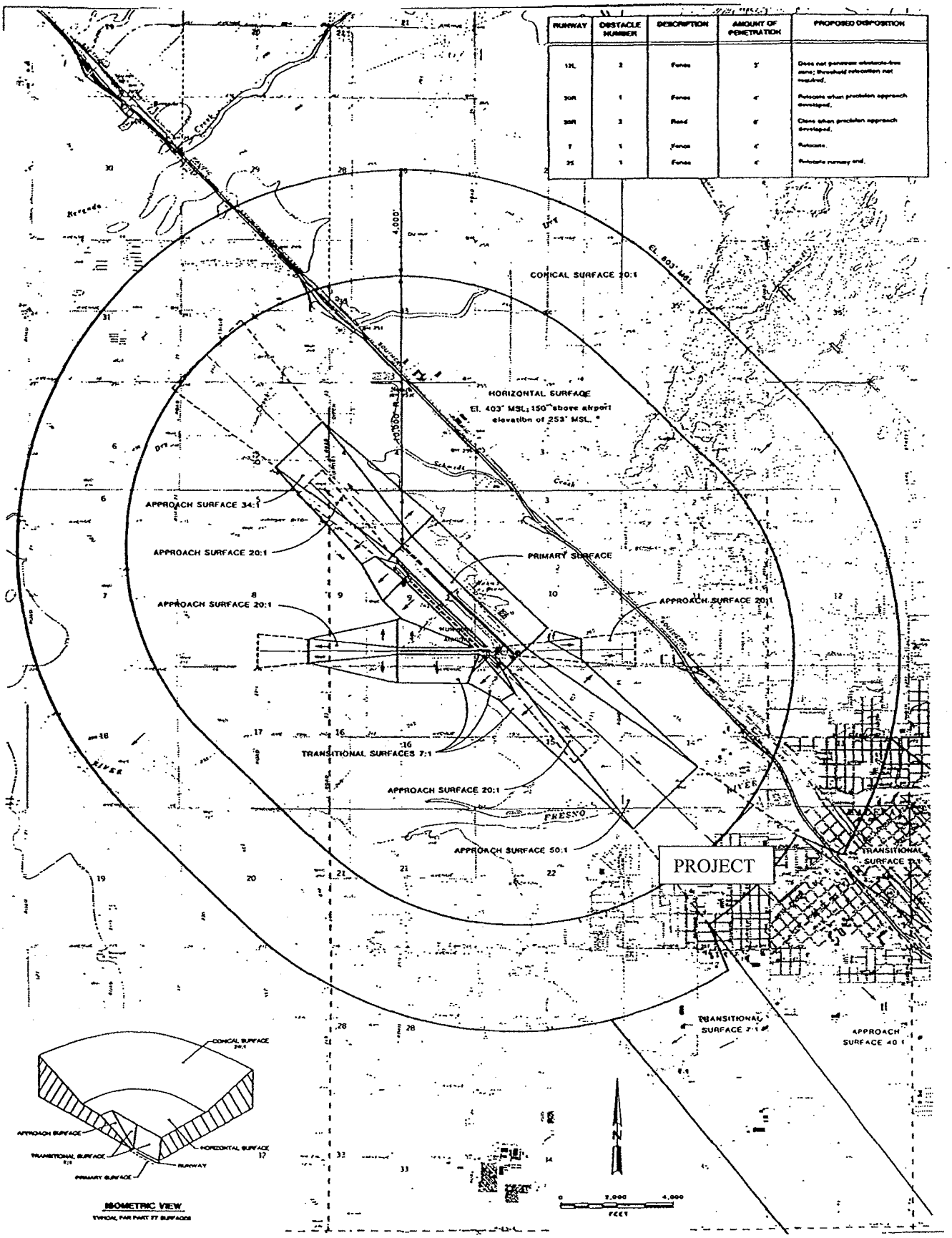
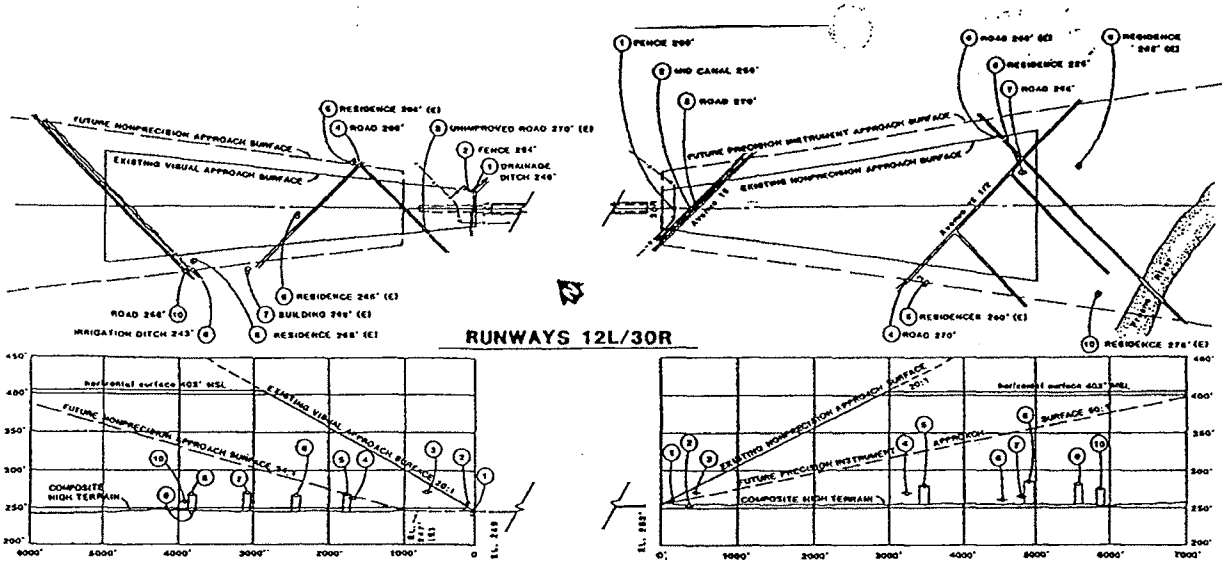

RUNWAY
OBSTACLE NUMBER
DESCRIPTION
AMOUNT OF PENETRATION
PROPOSED DISPOSITION
CONICAL SURFACE 20:1
HORIZONTAL SURFACE
El. 403' MSL; 150' above airport elevation of 253' MSL.
APPROACH SURFACE 34:1
APPROACH SURFACE 20:1
PRIMARY SURFACE
APPROACH SURFACE 20:1
APPROACH SURFACE 20:1
TRANSITIONAL SURFACES 7:1
APPROACH SURFACE 20:1
APPROACH SURFACE 50:1
PROJECT
TRANSITIONAL SURFACE 7:1
APPROACH SURFACE 40:1
FRESNO
RIVER
ISOMETRIC VIEW
CONICAL SURFACE
APPROACH SURFACE
TRANSITIONAL SURFACE
HORIZONTAL SURFACE
RUNWAY
PRIMARY SURFACE
FEET

EXHIBIT "A1"



NOTES:

1. ALL ELEVATIONS ARE MEAN SEA LEVEL (MSL).
2. ELEVATIONS INCLUDE THE FOLLOWING VEHICLE CLEARANCE REQUIREMENTS: ROAD - 15', PRIVATE ROAD 10'
3. ● - OBJECTS PENETRATING APPROACH SURFACE
   ○ - OBJECTS NOT PENETRATING APPROACH SURFACE
4. SOURCE: UNITED STATES GEOLOGICAL SURVEY TOPOGRAPHIC MAPS.
5. DATA BASED ON AVAILABLE INFORMATION FROM SOURCE LISTED, UNCONFIRMED BY FIELD SURVEYS.
6. (E) DENOTES ESTIMATED ELEVATION.

EXHIBIT "A2"

Return to Agenda

CITY COUNCIL REPORT

Agenda Number B-11
Meeting Date August 5, 2015

City Administrator

SUBJECT: APPROVAL OF A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH NEWMARK GRUBB, TO PROVIDE PROFESIONAL MARKETING PROGRAM SERVICES

BACKGROUND

Both offsite and onsite improvements for the Freedom industrial Park are currently nearing completion. The City owns five parcels within the industrial park, identified as 009-331-002, 009-331-003, 009-331-010, 009-331-011, and 009-331-018 that it anticipates selling for economic development purposes. These parcels represent approximately 15.18 acres of land. The other property owner in the park is Span Construction. Span owns approximately 63.93 acres and plans to develop their properties for sale or lease to industrial clients.

SITUATION

The City's interests and Span's are served by marketing the properties together, using the same agent. Staff and the ownership at Span have reached agreement that Nick Audino, an agent at Newmark Grubb, is the agent of choice for this project. Span's marketing abilities alone are substantial; when combined with Newmark Grubb, a company that Span has a long professional relationship with, staff believes the City will receive the best possible market program.

Use of a broker is by far the most effective means of selling industrial property. Bobby Kahn, executive director of the MCEDC advises that in excess of 90% of all industrial property is sold is broker driven. A network of brokers exist matching together clients selling properties and buyers of properties. Brokers representing buyers of properties strongly prefer working with other brokers inasmuch as their commissions are assured in those transactions.

Mr. Audino is considered a first tier broker in the Central Valley. Council will note that the terms of agreement including commissions are very favorably priced, mirroring the same fee commission schedules offered to Span. Bobby Kahn advised the commissions contained in the agreement are 1% to 2% below what he believes the market might dictate for similar marketing services.

Council will note the agreement is initially a one year agreement that converts to a month to month basis after the initial year

FISCAL IMPACT

The fiscal impact is 4% of sales price determined on a sale by sale basis.

CONSITENCY WITH THE VISION MADERA 2025 PLAN

The actions contained in this report are consistent with the goals defined in the Vision Focus area "Good Jobs and Economic Opportunity".

RECOMMENDATION

Staff recommends Council approve the resolution and agreement provided.

RESOLUTION NO. 2015-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT BETWEEN THE CITY OF MADERA AND NEWMARK GRUBB, TO PROVIDE PROFESSIONAL MARKETING PROGRAM SERVICES AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT.

WHEREAS, the City has selected Nick Audino, an agent at Newmark Grubb, a Divison of Pearson Realty to provide the best possible market program to the City of Madera, and

WHEREAS, Nick Audino, an agent of Newmark Grubb, a Division of Pearson Realty has agreed to receive commissions contained in the agreement at 1% to 2% below what he believes the market might dictate for similar marketing services. The agreement is initially a one year agreement that converts to a month to month basis after the initial year.

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

1. The above recitals are true and correct.

2. The agreement between the City of Madera and Newmark Grubb, a Division of Pearson Realty, a copy of which is on file in the office of the City Clerk and referred to for particulars, is approved.

3. The City Administrator is hereby authorized to execute said agreement on behalf of the City of Madera.

4. This resolution is effective immediately upon adoption.

* * * * * * *

Newmark Grubb
Pearson Commercial
A Division of Pearson Realty

EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL

1. **Right to Sell.** I (we), **The City of Madera** (hereinafter called "Seller") hereby employ and grant **PEARSON REALTY** (hereinafter called "Broker") the exclusive and irrevocable right to sell or exchange the real property situated in the City of **Madera**, County of **Madera**, California described as follows: **Lots 12, 13, 14, 15, and 16 located at the Freedom Industrial Park on the northwest corner of South Pine Street and West Pecan Avenue. The combined size of the lots is +/-15.18 acres. The property is zoned industrial with The City of Madera. See attached Exhibit A for parcel map and individual lot sizes.**

2. **Term.** Broker's right to sell shall commence on **August 5, 2015**, and expire at midnight on **January 31, 2016**. **During the term of the agreement, I may cancel at any time with thirty (30) days written notice.** Upon expiration of this agreement, the "Agreement" will become a month-to-month contract that may be cancelled by either party with ten (10) days written notice.

3. **Terms of Sale.**
   a. The price for the property **shall be at the sole discretion of The City of Madera but not less than appraised value**, and is to be paid as follows: **All cash at the close of escrow**.
   b. The following items of personal property are to be included in the above-stated price: **No personal property included**.
   c. Broker is hereby authorized to accept on my behalf a deposit upon the purchase price.
   d. Evidence of title to the property shall be in the form of a CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY OF TITLE INSURANCE in the amount of the selling price to be paid for by **Seller**.
   e. I warrant that I am the owner of the property or have the authority to execute this Authorization. I hereby agree to permit a FOR SALE sign to be placed on my property by Broker named herein.

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE COMMISSIONS IS NOT FIXED BY LAW. THEY ARE SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN THE SELLER AND BROKER.

4. **Compensation to Broker.** I hereby agree to compensate the Broker as follows:
   a. **Four percent (4%) of the sales price if Nick Audino is the only agent involved in the transaction. If a Buyer is represented by an agent other than Nick Audino the commission shall be four percent (4%), split 2.5% to the Buyer's agent and 1.5% to Nick Audino.** A commission shall be paid, if the property is sold during the term hereof, or any extension thereof, by Broker or through any other person, or by me. The commission will also be due if said property is withdrawn from sale, transferred, conveyed, leased, rented without the consent of Broker, or made unmarketable by my voluntary act during the term hereof or any other extension thereof.
   b. The compensation provided for in subparagraph a. above applies if property is sold, conveyed, or otherwise transferred or if negotiations have been initiated and are ongoing within 180 calendar days after the termination of this authority or any extension thereof to anyone with whom Broker has had negotiations prior to final termination, provided I have received notice in writing, including the names of the prospective purchasers, within ten (10) days of termination of this authorization or any extension hereof. However, I shall not be obligated to pay the compensation provided for in subparagraph a. if a valid listing authorization is entered into during the term of said protection period with another licensed real estate broker and a sale, lease, or exchange of the property is made during the term of said listing authorization to anyone other than the above names of prospective purchasers provided to me by Pearson Realty.
   c. I authorize Broker to cooperate with other Brokers, to appoint subagents, and to divide with other Brokers such compensation in any manner acceptable to Brokers.
   d. In the event of an exchange, permission is hereby given Broker to represent all parties and collect compensation or commissions from them, provided there is full disclosure to all principals of such agency. Broker is authorized to divide with other Brokers such compensation or commissions in any manner acceptable to Brokers.
   e. In the event money is received by Seller outside of escrow and/or is not reflected in the sales price, the commission as agreed in paragraph 4.a. above shall apply to such monies.

5. **Disclosure.** Seller shall execute a Disclosure Statement concerning the condition of the property. Broker is authorized to provide copies to prospective Buyers. Seller agrees to save and hold Broker harmless from all claims, disputes, litigation, and/or judgments arising from any incorrect information supplied by Seller, or from any material fact known to Seller, which Seller fails to disclose. **[initial]** (_____/_____).

6. **Natural Hazard Disclosure.** A Natural Hazard Disclosure Report will be ordered through escrow and will be paid by Seller.

7. **Tax Withholding**. Seller agrees to perform any act reasonably necessary to carry out the provisions of FIRPTA (IRC-1445) and regulations promulgated thereunder.

8. **Equal Housing Opportunity.** This property is offered in compliance with state, local, and federal anti-discrimination laws.

9. **Broker not Responsible for Descriptions of Acreage or Lot Size.** The information, if any, about acreage or lot size contained in this Authorization or in the Disclosure Statement is based upon information supplied by Seller or other sources, and Broker assumes no responsibility for any errors or omissions in that information. In the event that any third party seeks damages from Broker because of errors or omissions relating to acreage or lot size in this Authorization or in the Disclosure Statement, Seller shall defend, indemnify and hold Broker harmless, at Seller's sole expense, against and from any such claims.

10. **Broker not Responsible for Representations about Water or Water Quality.** The information, if any, about water availability and quality contained in this Authorization or in the Disclosure Statement is based upon information supplied by Seller, and Broker assumes no responsibility for any errors or omissions in that information. In the event that any third party seeks damages from Broker because of errors or omissions relating to water availability or quantity in this Authorization or in the Disclosure Statement, Seller shall defend, indemnify and hold Broker harmless, at Seller's sole expense, against and from any such claims.

11. **Hazardous Waste**.

IMPORTANT NOTICE CONCERNING HAZARDOUS WASTES

a. Seller hereby acknowledges that Seller has read and understands and agrees with the matters set forth in the following "Important Notice Concerning Hazardous Wastes": Public concern about hazardous wastes has led to the passage of strict laws regulating hazardous wastes and underground storage tanks. "Hazardous wastes" are generally considered to include petroleum base products; paints and solvents; lead; cyanide; DDT; printing inks; acids; pesticides; ammonium compounds; asbestos; PCB's; cleaning materials; and photographic materials. The foregoing list is illustrative only and may not include substances classified as hazardous wastes by appropriate state or federal agencies. If property is to be sold or leased, is, has been, or will be the site of activities involving hazardous wastes, all parties to the transaction should consult with their own legal counsel and other appropriate experts and public officials about their individual rights and liabilities, including the possible costs involved. The same precaution holds true when the property is, has been, or will be the site of underground storage tanks.
   To the extent of its actual knowledge, PEARSON REALTY is committed to providing buyers, sellers, and tenants with all information about hazardous wastes and underground storage tanks in transactions in which it serves as Broker. Neither PEARSON REALTY nor its agents/employees, however, are experts with respect to the laws governing hazardous wastes. PEARSON REALTY and its agents/employees cannot offer advice about the right and liabilities of buyers, sellers, or tenants with respect to hazardous wastes and underground storage tanks. Neither can PEARSON REALTY or its agents/employees be responsible for the accuracy of information about hazardous wastes and underground storage tanks on particular parcels of property. Such information is obtained form the sellers of the property or public agencies, and PEARSON REALTY merely conveys the information to prospective buyers, sellers, or tenants. Each party to a real estate sales or lease transaction assumes the responsibility for making an independent investigation as to whether an actual or potential problem with hazardous wastes or underground storage tanks exists on the subject property.
b. Seller hereby authorizes Broker to give the preceding notice to a prospective purchaser and to otherwise alert the prospective purchaser of the necessity of obtaining independent legal advice, as well as expert opinion as to the potential liability and financial responsibility that may exist if hazardous wastes or substances or underground storage tanks are present on the property.
c. Seller represents to Broker that Seller has written inspection reports pertaining to hazardous wastes or substances or underground storage tanks listed as follows: (**If none, write "NONE."**) _____ **[initial] (** / **).** Seller agrees to deliver copies of the reports to Broker, as well as any future reports received by Seller. Seller authorizes Broker to deliver copies of the reports to a prospective purchaser.
d. Seller shall divulge to Broker and to any prospective purchaser as to the past or present existence of hazardous wastes or substances or underground storage tanks on the property.

e. Seller acknowledges that Broker is not expert in regards to the legal ramifications and technical problems and liabilities associated with hazardous wastes or substances or underground storage tanks, and that of necessity Broker must rely on Seller's representations or written report provided to Seller by experts regarding such matters.

12. **Agency.** Seller acknowledges that Seller has been informed that it is the policy of PEARSON REALTY to be the exclusive agent of Seller when another brokerage company represents the potential Buyer, and to be a dual agent of both Seller and the potential Buyer when the potential Buyer elects to be represented by PEARSON REALTY. Seller consents to the foregoing agency relationship.

13. **Entire Authorization.** I, the Seller, warrant that I am the owner of the property or have the authority to execute this Authorization. The Seller and Broker further intend that this Authorization constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Authorization.

ARBITRATION OF DISPUTES

IN THE EVENT A CLAIM OR CONTROVERSY ARISES OUT OF THIS AUTHORIZATION, INCLUDING ANY FAILURE TO PAY BROKER ALL OR ANY PORTION OF THE AMOUNTS PROVIDED HEREIN, SELLER AND BROKER HEREBY AGREE THAT SUCH CLAIM OR CONTROVERSY SHALL BE SETTLED BY FINAL BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, WHICH RULES ARE INCORPORATED HEREIN BY REFERENCE, AND NOT BY COURT ACTION EXCEPT AS PROVIDED BY CALIFORNIA LAW FOR JUDICIAL REVIEW OF ARBITRATION AWARDS. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. IN THE EVENT ANY ARBITRATION PROCEEDING OR ANY LEGAL ACTION TO ENFORCE AN ARBITRATION AWARD IS COMMENCED, EACH PARTY AGREES TO PAY ITS OWN EXPENSES AND ATTORNEYS' FEES INCURRED THEREIN. VENUE AND JURISDICTION FOR ANY SUCH ARBITRATION SHALL BE FRESNO, COUNTY OF FRESNO, CALIFORNIA. SELLER AGREES TO ELECT BINDING ARBITRATION IN ANY SUBSEQUENT AGREEMENTS RELATING TO THE SALE THE PROPERTY SUBJECT TO THIS AUTHORIZATION TO RESOLVE ANY AND ALL DISPUTES, WHICH INVOLVE BROKER.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OF JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

BROKER'S INITIALS	

SELLER'S INITIALS	

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AUTHORIZATION AND HAVE RECEIVED A COPY.

SELLER: The City of Madera

By: _____
David R. Tooley, City Manager

Date: _____

Address: 205 W. 4th Street
Madera, CA. 93637

By: _____

Date: _____

Phone: 559-661-5402
Fax: 559-673-1655
E-Mail: dtooley@city of madera.com

IN CONSIDERATION OF THE ABOVE, BROKER AGREES TO USE DILIGENCE IN PROCURING A PURCHASER.

BROKER: **PEARSON REALTY**
BRE License # 00020875

By: _____
Name/Lic. #: Nicholas J. Audino, SIOR - DRE Lic. No. 01231272

Date: _____

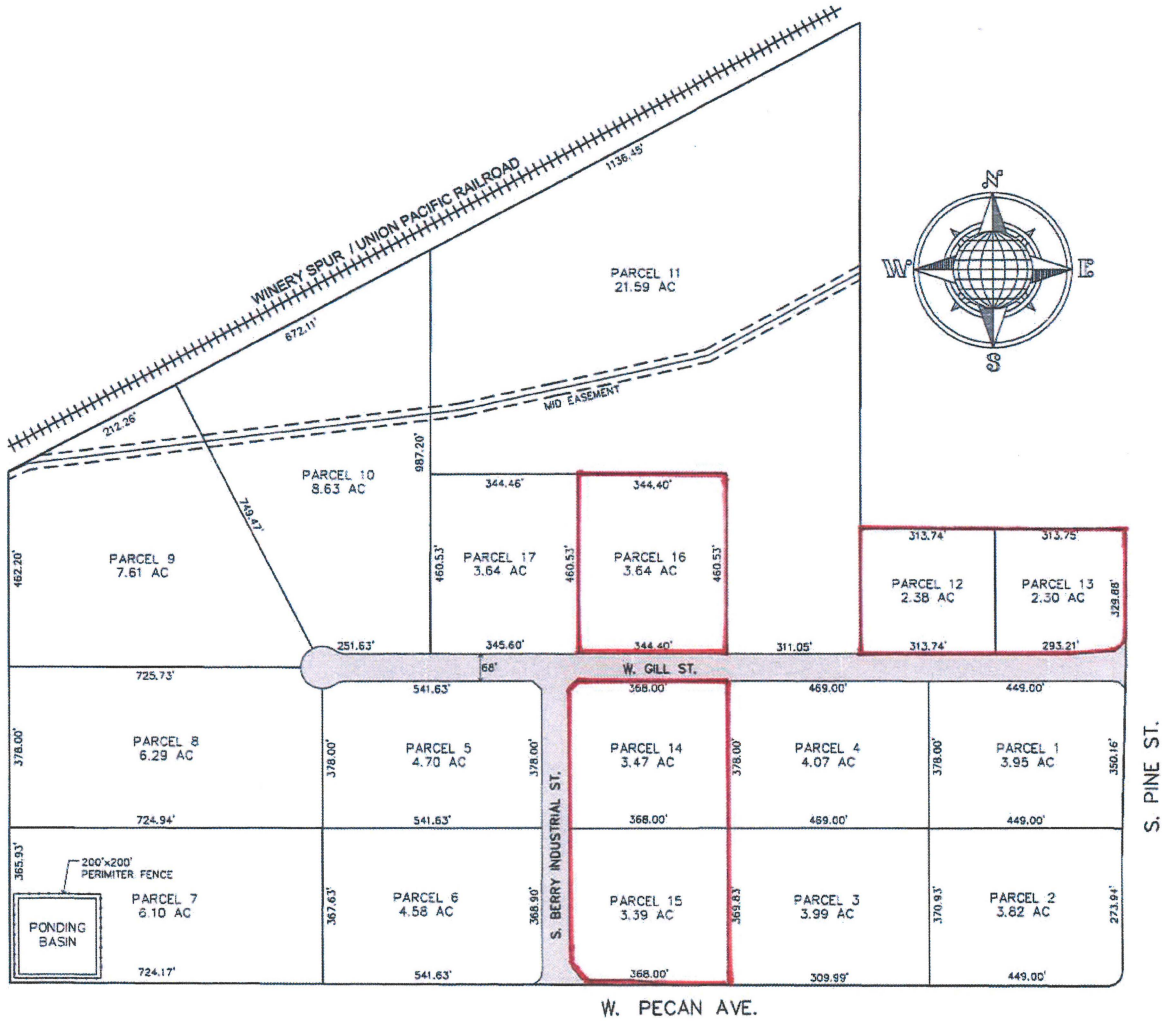
Address: 7480 N. Palm Avenue, Suite 101
Fresno, California 93711-5729

By: _____
Name/Lic. # _____

Date: _____

Phone: (559) 447-6270
Fax: (559) 432-2938
E-Mail: naudino@pearsonrealty.com

EXHIBIT A



PROJECT

FREEDOM INDUSTRIAL PARK PARCEL MAP

ENGINEER'S SEAL

SPAN CONSTRUCTION & ENGINEERING INC.

SHEET 1.0

Return to Agenda

Report to City Council

Council Meeting of August 5, 2015
Agenda Item Number B-12

Approved by:

Department Director

City Administrator

Consideration of a Resolution Appointing Kelly Hogue to the City of Madera ADA Advisory Council

RECOMMENDATION
Staff recommends Council approve the resolution appointing Kelly Hogue to the City of Madera ADA Advisory Council (MADAAC).

HISTORY
MADAAC consists of seven members, equal to the number of members on the City Council. MADAAC currently has three vacancies.

SITUATION
Council Member Sally Bomprezzi is recommending Kelly Hogue to serve on MADAAC.

FISCAL IMPACT
Appointees to MADAAC serve in a volunteer capacity.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN
MADAAC plays an integral role in helping the City to achieve vision action items related to accessibility. Specifically:

113.1 After update of General Plan, update existing City Accessibility Plan.
113.4 Provide parking with easy access for the handicapped.
138.1 Update the City of Madera's ADA program.
138.2 Inventory those structures currently not in ADA compliance and develop a plan to bring them into compliance.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPOINTING KELLY HOGUE TO THE MADERA ADA ADVISORY COUNCIL

WHEREAS, the City of Madera has established an ADA Advisory Council to serve in an advisory capacity to the City Council and City staff; and

WHEREAS, the ADA Advisory Council is comprised of seven citizens appointed individually by members of the City Council; and

WHEREAS, Council Member Bomprezzi wishes to appoint Kelly Hogue to the ADA Advisory Council for a term concluding December 2018 or until Council Member Bomprezzi is no longer on the City Council, whichever occurs first; and

WHEREAS, Mr. Hogue has expressed his desire to serve on the ADA Advisory Council.

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

1. Kelly Hogue is appointed to the ADA Advisory Council for a term ending December 2018 or until Council Member Bomprezzi is no longer on the City Council, whichever occurs first.

2. This resolution is effective immediately upon adoption.

* *

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

- [x] ADA Advisory Council
- [ ] Airport Advisory Commission
- [ ] Beautification Committee
- [ ] Civil Service Commission
- [ ] CDBG Review and Advisory Committee
- [ ] Loan Review Committee
- [ ] Planning Commission
- [ ] Transit Advisory Board
- [ ] Other: _____

Please type or print in ink.

Hogue	Kelly	S
LAST NAME	FIRST NAME	M.I.
[redacted]	Madera, CA 93637	[redacted]
HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
Same as Home Address		[redacted]
MAILING ADDRESS	CITY, STATE ZIP	E-MAIL ADDRESS
[redacted]	[redacted]	[redacted]
EMPLOYER	JOB TITLE	BUSINESS PHONE

LENGTH OF RESIDENCE IN CITY OF MADERA	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA?	HAVE YOU EVER BEEN CONVICTED OF A FELONY?
21 YEARS 3 MONTHS	[x] YES [ ] NO	[ ] YES [x] NO

EDUCATIONAL BACKGROUND:

Attended Theodore Roosevelt High School in Fresno, CA. Took and passed GED Test with scores in the upper 80%.
Associate of Science Degree in Paralegal Studies from ITT Technical Institute in Clovis, CA. Graduated with Honors in December 2012, with GPA of 3.73. Life member of Alpha Beta Kappa Honor Society.

PLEASE LIST ANY ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND ANY OFFICES YOU HAVE HELD IN THOSE ORGANIZATIONS:

Military Department, State of California, Joint Forces Headquarters - Youth Programs - California Cadet Corps 1984-Present. Initial appointment as Second Lieutenant and assigned as Assistant Instructor.
1991-1994: Promoted to First Lieutenant and assigned as Special Projects Officer, 5th Brigade.
1995-1996: Promoted to Captain, retained assignment as Special Projects Officer, 5th Brigade.
1996-1997: Promoted to Major and assigned as Executive Officer, State Coordinator Staff.
1997-1999: Promoted to Lieutenant Colonel and assigned as Training and Operations Officer
1999-2006: Assigned to State Training and Operations Officer, HQ, California Cadet Corps

PLEASE LIST ANY APPOINTED PUBLIC BOARDS OR COMMISSIONS ON WHICH YOU HAVE SERVED, DATES OF SERVICE AND ANY CHAIRMANSHIP OR OFFICE HELD:

N/A

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

As an amputee, I am familiar with City and County offices, as well as private businesses, who weren't in compliance with ADA Laws and were grand-fathered in with time-line for upgrading to ADA Law. I am also familiar with those entities who did not meet time-line given to make appropriate changes to become ADA Compliant. Many businesses as well as City/County buildings decided to not make structural changes to comply with ADA Rules, until inspected and forced to comply with ADA Rules or a complaint was filed with agency who monitors and insures compliance with ADA Rules.

REFERENCES (Optional):

Colonel Richard Schneider, [redacted] Madera, CA 93637 [redacted]

Pastor Jack Young, [redacted], Madera, CA 93638 [redacted]

Alice Peraza, [redacted], Madera, CA 93637 [redacted]

July 29, 2015
DATE

SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street
Madera, CA 93637
(559) 661-5405
(559) 674-2972 Fax

RECEIVED
City of Madera City Clerk
By: D Alvarez
Date: 7/31/15

Return to Agenda

COUNCIL MEETING OF:
August 5, 2015

AGENDA ITEM NUMBER:
C-1

REPORT TO THE CITY COUNCIL

Approved By:

PLANNING MANAGER

CITY ADMINISTRATOR

SUBJECT:

A noticed public hearing and consideration of introduction of an ordinance rezoning a 2.03 acre portion of the Riverside Villas subdivision from the PD-4500 (Planned Development) Zone District to the PD-6000 (Planned Development) Zone District.

RECOMMENDATION:

The Planning Commission and staff recommend that the Council, after considering public testimony, introduce the ordinance rezoning the subject properties.

DISCUSSION:

The project site is within the LD (Low Density) General Plan land use designation, which allows for residential development at a density of between 2.1 and 7 units per acre. The project site is currently within the PD-4500 (Planned Development) Zone District. Both the current PD-4500 (Planned Development) Zone District and requested PD-6000 (Planned Development) Zone District are consistent with the LD (Low Density) General Plan land use designation.

The anticipated amendment of Subdivision Map No. 06-S-04 proposes a reduction in the number of lots; from the existing fifteen lots to a proposed thirteen lots. The result is that the average lot size increases from 5,140 square feet to 6,821 square feet. The smallest lot increases from 4,158 square feet to 5,686 square feet. With this change in lot characteristics, the amended portion of the Riverside Villas is no longer consistent with the development standards of the PD-4500 (Planned Development) Zone District. Instead, the PD-6000 (Planned Development) Zone District is the correct zone district.

The original map approved lots that were very narrow, as narrow as forty feet wide. Lot dimensions constrained the range of homes that could be constructed on the parcels and made General Plan conformity difficult to achieve. Reducing the number of lots provides for wider lot widths and, although infrastructure will be required to be either relocated or reconstructed to serve the newly configured lots, the new design will ultimately provide a subdivision design that will be better able to attain General Plan conformity. The City Council will take action on the proposed amendment to the original subdivision map as part of a separate action item.

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." Based on the whole of the project, the proposed rezone to the PD-6000 (Planned Development) Zone District is consistent with the goals and policies of the General Plan.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The first of the four core vision statements in the Vision Plan is "a well-planned city". The Council, by considering how this development connects to other developments and how the neighborhood and infrastructure can be maintained, is actively implementing this key concept of the Vision Plan. Moreover, approval of the project will help "ensure adequate supply of affordable, accessible and barrier-free housing city-wide" and is specifically consistent with Strategy 131, which requires that we "Create Well-Planned neighborhoods throughout Madera that promote connectivity and inclusiveness with a mix of densities and commercial components."

FISCAL IMPACT:

None.

REFERENCE MATERIALS:

Planning Commission Resolution No. 1795
Rezoning Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 2.03 ACRES OF PROPERTY LOCATED IN PROXIMITY TO THE INTERSECTION OF RIVERSIDE DRIVE AND MERCED STREET FROM THE PD-4500 (PLANNED DEVELOPMENT) ZONE DISTRICT TO THE PD-6000 (PLANNED DEVELOPMENT) ZONE DISTRICT.

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.

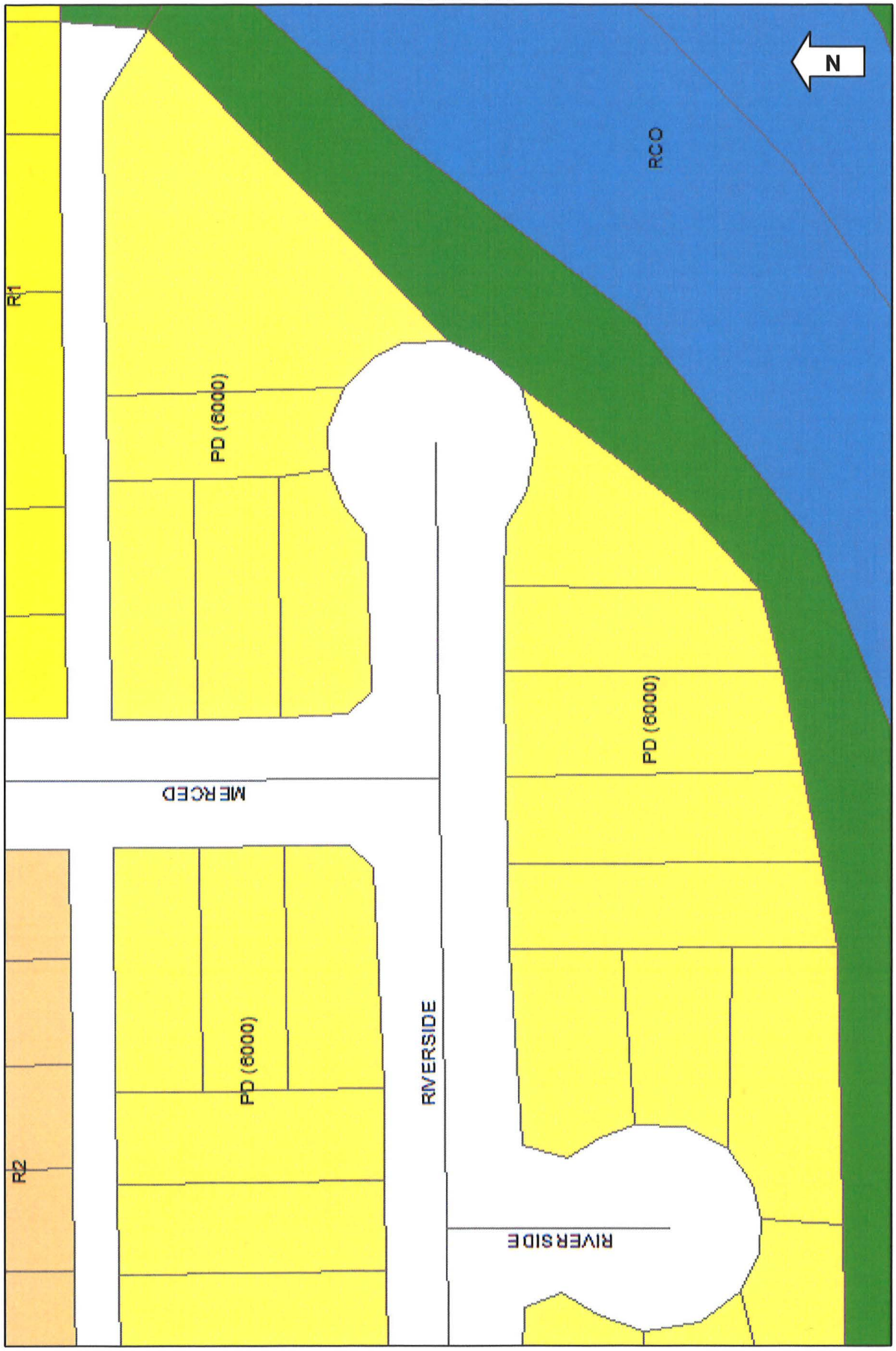
2. THE REZONE IS NOT EXPECTED TO BE DETRIMENTAL TO THE HEALTH, SAFETY, PEACE, COMFORT OR GENERAL WELFARE OF THE NEIGHBORHOOD OR THE CITY.

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


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RCO
R1
PD (6000)
PD (6000)
MERCED
PD (6000)
RIVERSIDE
R2
RIVERSIDE

RESOLUTION NO. 1796

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF MADERA ADOPTION OF AN ORDINANCE REZONING PROPERTY LOCATED IN PROXIMITY TO THE INTERSECTION OF RIVERSIDE DRIVE AND MERCED STREET FROM THE PD-4500 (PLANNED DEVELOPMENT) ZONE DISTRICT TO THE PD-6000 (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, a proposal has been made to rezone fifteen parcels encompassing 2.03 acres located in the proximity of the intersection of Riverside Drive and Merced Street., resulting in a change from the PD-4500 (Planned Development) Zone District to the PD-6000 (Planned Development) Zone District, as shown in the attached Exhibit A; and

WHEREAS, the proposed rezone will provide the required consistency between the General Plan and Zoning Ordinance; and

WHEREAS, the Rezone is compatible with the neighborhood and is not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or the City; and

WHEREAS, the City of Madera, acting as the Lead Agency, prepared a negative declaration that was certified for the project in 2005 in conjunction with a rezoning of the property from R1 (Residential) to PD 4500 (Planned Development), in compliance with the California Environmental Quality Act; and

WHEREAS, the impacts of the proposed rezone are less than those anticipated within the negative declaration prepared in 2005; and

WHEREAS, the rezoning proposal was distributed for public review and comment to various local agencies and groups, and 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 contained therein, 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 proposed rezoning, as shown in Exhibit A, is consistent with the General Plan and is compatible with adjacent zoning and uses.

3. The Planning Commission hereby recommends the City Council adopt an ordinance rezoning property as indicated on the attached Exhibit A.

4. This resolution is effective immediately.

* * * * *

Passed and adopted by the Planning Commission of the City of Madera this 14th day of July, 2015, by the following vote:

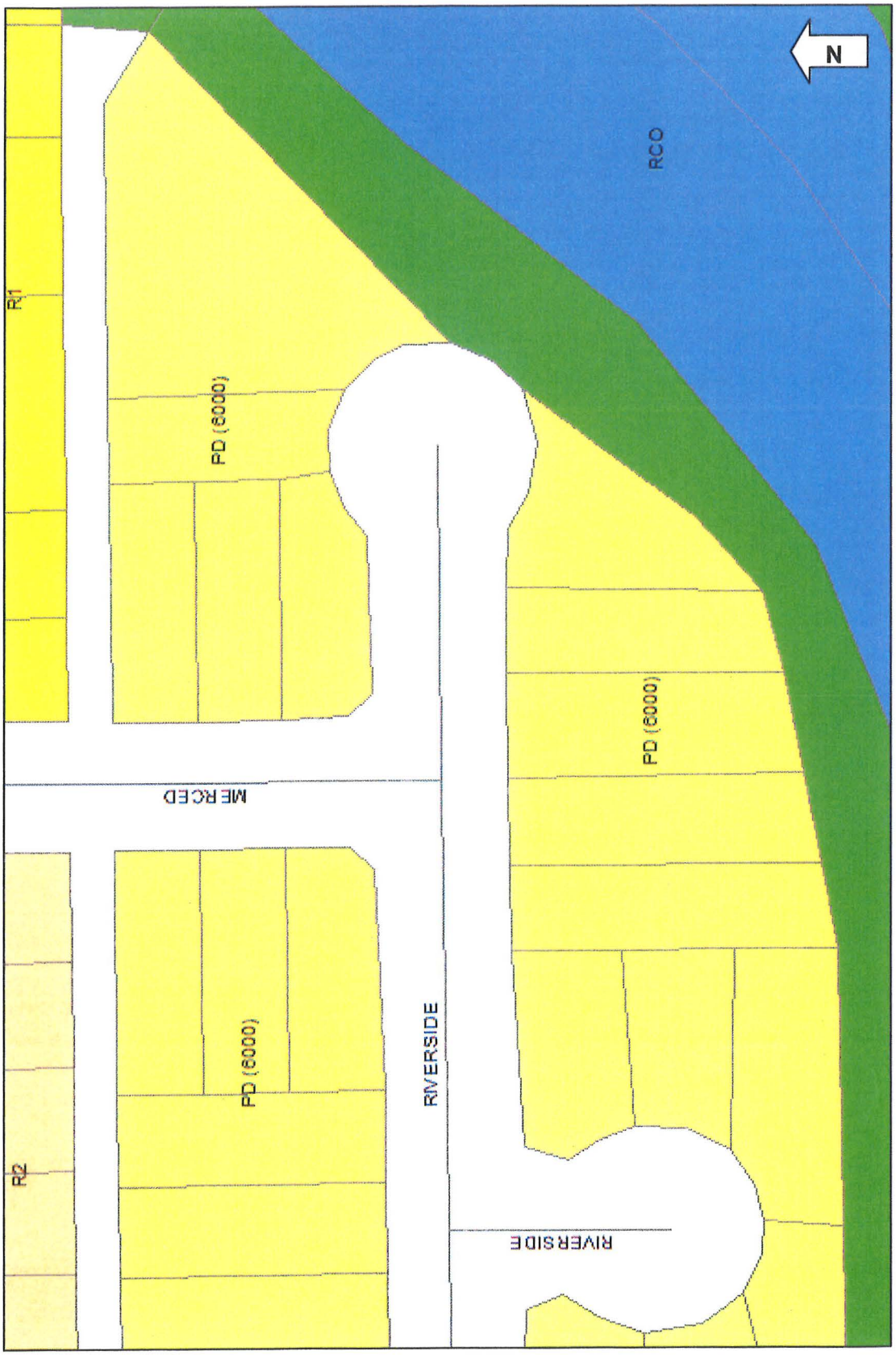
AYES: Jim DaSilva, Bruce Norton, Ruben Mendoza, Robert Gran, Jr., Pamela Tyler and Kenneth Hutchings
NOES: None
ABSTENTIONS: None
ABSENT: None

Kenneth Hutchings, Chairperson
City Planning Commission

Attest:

Christopher F. Boyle
Planning Manager

PLANNING COMMISSION RESOLUTION NO. 1796
EXHIBIT 'A'



Report to City Council

Return to Agenda

Council Meeting of August 5, 2015
Agenda Item Number C-2

Approved by:

Department Director

City Administrator

Consideration of a Resolution Approving an Agreement with Tyler Technologies, Inc. for the Licensing and Support of Software Products, Consulting, Implementation Services, and Training for a new Enterprise Resource Planning System, Authorizing the Mayor to Execute the Agreement, and Authorizing the City Administrator, or their designee, to approve proposals and scopes of work as contemplated in the Agreement.

RECOMMENDATION

Staff recommends Council approve an agreement with Tyler Technologies, Inc. for the licensing and support of software products, consulting, implementation services, and training for a new Enterprise Resource Planning System (ERP), authorize the Mayor to execute the agreement, and authorizing the City Administrator, or their designee, to approve proposals and scopes of work as contemplated in the agreement.

SUMMARY

In October 1997 the City of Madera City Council approved the purchase and implementation of a new financial accounting system developed by Concord Consultants located in British Colombia Canada, called MAIS. MAIS was a major step forward for the City and how financial transactions were handled at that time. In 2004 MAIS was purchased by Temple Consulting and Temple continues to provide the City with support for the product. Over the years MAIS has performed well but is beginning to show its age as will most software that is nearly 20 years old. MAIS has been updated during this time but has not kept pace with the advances in software and technology. Also, staff struggles with standard required reporting as Canadian requirements are different from US and California reporting needs.

In November 2014 it was determined that the City would release a request for proposals (RFP) for a new ERP system which would not only perform core financial and utility billing functions but also provide tools for community development, work orders, asset management, permitting and licensing, as well as many other tools we

currently do not have or tools that we use but are not integrated with our financial system.

The implementation of a new ERP system is a very time and labor intensive process. The project will affect all departments at some time over the next 24 to 30 months. Below are points to consider during the ERP implementation timeline:

- A minimum 24 months from the kick-off of the first module, core financials, to the go-live of the final module, utility billing.
- During the implementation of each module, key staff members will be required to spend at a minimum the equivalent of two full days per week for up to three months before the module goes live. For example, during the implementation of the first module members of the finance department staff, generally the key decision makers in the department, will be required to commit their time to the implementation.
- Service delivery and daily activities will be affected in all departments at some point in time during the project. Other projects and many activities will need to be delayed.
- Resources of the Information Systems (IS) staff will be needed during the entire process. The IS staff will need a general understanding of all modules which will require the IS staff be part of each module implementation. This will push back all other scheduled IS projects, create delays in daily IS service delivery, and will put new IS projects on hold.
- The IS manager will assume the role of project manager which will limit the number of new technology projects the City can deploy. It is estimated that the ERP project will consume at least 50% of the IS manager's time over the next two years and at times could take 100% of the IS department's resources.

These are just a few of the impacts the ERP project will have on resources and service delivery. It cannot be emphasized enough the impact this project will have and Council must recognize that the ability for any department to implement new projects, programs, services, and/or activities will be extremely limited during the ERP implementation over the next 24-30 months.

SITUATION

Acquiring data and turning that data into information to make good decisions is key for any organization when implementing strategies to meet goals and objectives. The City's current financial system has outlived it useful life and staff no longer has full confidence in the information extracted from the core system.

City staff began the process of searching for a new ERP system by releasing an RFP for ERP Software and Implementation Services on November 24, 2014. The City received five responses to the RFP and one was eliminated due to not meeting the RFP requirements. A team of key stakeholders from multiple City departments was tasked to review the remaining responses and do a forced ranking of the RFP responses to determine which products appeared to best meet the City's needs. From this forced ranking the team determined that two vendors, Tyler Technologies

and their MUNIS product and New World Systems and their LOGOS product, would continue in the evaluation process by performing a demonstration based on a script developed by the City. All City departments were invited to attend the vendor presentations on how the proposed products could perform the provided script and meet the City's future needs. The scripted demonstrations showed that MUNIS was clearly a better fit for the needs of City staff.

A team of six key ERP system users was designated by the City Administrator to make site visits with current MUNIS clients to ask questions on the modules purchased, the implementation and training process, and provide general feedback and lessons learned from their MUNIS implementation. From the site visits and other conversations had with other MUNIS clients, the team determined the City should focus on ensuring adequate resources were included in the implementation plan for training of all end users and that the City should purchase add optional modules at the beginning of the process rather than after the full system is running as this makes for a more effective means to implement and integrate the modules.

The City Administrator designated a negotiating team consisting of the Information Services Manager, Director of Financial Services, and Director of Human Resources to work with Tyler Technologies on an agreement for products and services that best met the City's interests. Because the site-visit feedback consistently indicated that more training than the normal base training allocation was needed, the City team requested adding 20% to the time estimated for training to ensure that most of the city staff that will be using the various modules will be trained directly by the Tyler training staff. The negotiating team also requested the inclusion of modules for Risk Management, Work Order and Fleet Modules, Disaster Recovery and Database services, Citizen Self-Service and Transparency, Contract Management, and Enterprise Document Management. After negotiating with Tyler over pricing for a number a weeks, the team was able to secure substantial discounts on the licensing of the software modules and the annual maintenance costs for the software. The team was able to secure final agreements from other public agencies to substantiate that the City was receiving what could be described as a "good deal." Total negotiated price for the software licenses, implementation and training services, and three years of annual maintenance will be $835,065.00. In addition to these costs the City will also need to purchase the computer server and disk storage systems to host the new ERP. Staff estimates costs for the hardware systems will be $150,000.00.

FISCAL IMPACT

The current budget includes $250,000.00 for the first year costs of this project. Of this $250,000.00, $198,207.00 is budgeted to come from the General Fund. Staff will be presenting an additional item for consideration on the August 5, 2015 City Council agenda requesting the approval of an agreement for the lease financing of this project. The money budgeted for this year will be sufficient to cover the first year lease payment and the cost of the hardware systems. If that lease agreement is approved, in years two through five the City will have annual lease payments of $189,000.00. Staff has researched other means to cover the costs of the new system and will be applying for a grant from the San Joaquin Valley Air Pollution Control District in the amount of $150,000.00. If the City is successful in receiving

this grant it will be applied towards the cost of the hardware for this project. The cost of replacing hardware systems will be added to the City's annual replacement schedule to allow for new hardware every five years.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

This agreement impacts the City's Vision Plan in multiple ways. Many of the Vision strategies have a communication component and look for new ways to engage the community. The new ERP system will have new set of tools to provide information, communicate, and engage citizens as outlined in our Vision Plan.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR LICENSING, CONSULTING, IMPLEMENTATION SERVICES, AND TRAINING FOR A NEW ENTERPRISE RESOURCE PLANNING SYSTEM, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, AND AUTHORIZING THE CITY ADMINISTRATOR OR THEIR DESIGNEE TO APPROVE PROPOSALS AND SCOPES OF WORK AS CONTEMPLATED IN THE AGREEMENT.

WHEREAS, the City of Madera's financial information system on which they conduct their core business functions has outlived its useful life; and

WHEREAS, the City of Madera desires to have an integrated Enterprise Resource Planning System which is based on new, stable technology; and

WHEREAS, the City wishes to provide financial and other key city services through an integrated system; and

WHEREAS, the City published a request for proposals (RFP) for Enterprise Resource Planning System software and implementation services; and

WHEREAS, upon review of submitted proposals and product capability demonstrations, Tyler Technologies, Inc.'s MUNIS product was determined to best meet the City's needs; and

WHEREAS, the services products and services delivered by Tyler Technologies, Inc., will allow the City to more effectively deliver information and services to both citizens and City staff; and

WHEREAS, an agreement has been negotiated between the City and Tyler Technologies, Inc. for software licensing, consulting, implementation and training service.

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

1. The above recitals are true and correct.

2. The Agreement with Tyler Technologies, Inc, a copy 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 Agreement, and any documents necessary to effectuate the Agreement, on behalf of the City of Madera.

4. The City Administrator, or their designee, is hereby authorized to approve proposals and scopes of work as contemplated in the Agreement.

5. This resolution is effective immediately upon adoption.

* *

LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means City of Madera, California.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party End User License Agreement(s)"** means the end user license agreement(s), if any, for the Third Party Software attached as Exhibit D.

- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software and related interfaces identified in the Investment Summary and licensed to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

   1.1 We grant to you a license to use the Tyler Software for your internal business purposes only. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

   1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

   1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

   1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.

   1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee (currently $800) directly to the escrow agent. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a

Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary. You will receive those services according to our industry-standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. We will finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Tyler, through the exercise of its professional judgment and expertise, warrants that the services included in the Agreement and accompanying statement of work are reasonably sufficient to deliver the scope of work as mutually agreed and indicated in and through this Agreement upon its execution, provided Client timely meets its obligations pursuant the Agreement. In the event that proposed implementation days are not reasonably sufficient to deliver the scope of work, at no fault of Client, Tyler will complete the scope of work at no additional cost to Client. Subject to the foregoing, we will bill you the actual fees incurred based on the in-scope services provided to you. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. You agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to

cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services you have contracted for. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

We will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement. You agree to pay us the annual maintenance and support fees in accordance with our Invoicing and Payment Policy.

SECTION E – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).

   2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

   2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

   2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support

Agreement in effect with Tyler, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the fees for the license(s), products, and services in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above.

SECTION G – TERMINATION

1. For Cause. You may terminate this Agreement for cause in the event we don't cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of receiving a written notice of the alleged breach. You agree to comply with Section I(3), Dispute Resolution, prior to termination. In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

2. Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to purchase, lease, operate, or maintain the products or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

3. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

   1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately.

   1.4 If, as a result of an infringement or misappropriation claim, your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. Property Damage and Personal Injury Indemnification.

   2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by our negligence or willful misconduct.

   2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR**

LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance.

We shall procure and maintain for the duration 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 the work hereunder by us, our agents, representatives, employees or subcontractors.

Minimum Scope and Limits of Insurance
We shall maintain limits no less than:

- $1,000,000 General Liability (including operations, products and completed operations) per occurrence for bodily injury, personal injury and property damage / $2,000,000 general aggregate limit at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).
- $1,000,000 Automobile Liability per accident for bodily injury or property damage at lease as broad as ISO Form CA 00 01 covering Automobile Liability, code 1 (any auto).
- Worker's Compensation as required by the State of California.
- $1,000,000 Employer's Liability per accident for bodily injury or disease.

If we maintain higher limits than the minimums required above, the City shall be entitled to coverage at the higher limits maintained by us.

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to the City.

Other Insurance Provisions
The general liability policy is to contain, or be endorsed to contain, the following provisions:

- The City, its officers, officials, employees, and volunteers are to be covered as additional insureds under our Commercial General Liability and Auto policies. General Liability coverage can be provided with one of two endorsement options: 1) in the form of an additional insured endorsement to our insurance, or as a separate owner's policy (CG 20 10 11 85 or its equivalent language) OR 2) a CG 20 37 10 01 along with CG 20 10 10 01 endorsement forms or their equivalent language. For any claims related to this project for which we are liable, our insurance coverage shall be primary insurance as respects the entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of our insurance and shall not contribute with it.
- Coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

- Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Waiver of Subrogation
We hereby agree to waive subrogation with regard to the CGL and auto policies which any insurer of ours may acquire from us by virtue of the payment of any loss. We agree to obtain any endorsement that may be necessary to effect this waiver of subrogation.

Acceptability of Insurers
Insurance is to be placed with California admitted insurers with a current AM Best's rating of no less than A-:VII, unless otherwise acceptable to the entity.

Verification of Coverage
We shall furnish the City with copies of original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences; however, failure to do so shall not operate as a waiver of these insurance requirements.

Subcontractors
Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

We will maintain a Commercial Crime Policy with a blanket limit of $5,000,000. Such policy shall be in full force and effect for the entire term of this Agreement. We shall furnish proof of such policy to the City prior to commencing any work.

5. Performance Bond. We will secure a performance bond ("Bond") within ten (10) business days after the Effective Date in the face amount of $691,461. The Bond will have a cost to you of $17,114 based on the total Bond amount of services to be provided under this Agreement for an initial term of twenty-four (24) months. In the event that you desire to renew or extend the term of the Bond, you shall be responsible for any additional bond premiums and any renewal thereof shall be subject to underwriting or surety approval.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if

requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will meet within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. No Assignment. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that your consent is not required in the event we have a change of control.

9. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile.

20. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.

21. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement Schedule 1: Support Call Process
Exhibit D	Third Party End User License Agreement(s)
Exhibit E	Statement of Work
Exhibit F	City of Madera Request for Proposals No. 201415-02– ERP Software and Implementation Services ("RFP"), incorporated herein by reference
Exhibit G	Tyler's Proposal for ERP Software and Implementation Services Dated November 24, 2014 ("Proposal"), incorporated herein by reference
Exhibit H	Modifications
Exhibit I	End User Training Matrix

22. Order of Precedence. In the event of conflict between the contract documents listed in Section I (21), the following order of precedence shall apply:

    1. The Agreement, excluding Exhibit E – Statement of Work, Exhibit F – RFP, Exhibit G – Proposal, Exhibit H – Modifications and Exhibit I – End User Training Matrix.
    2. Exhibit H – Modifications
    3. Exhibit E – Statement of Work
    4. Exhibit I – End User Training Matrix
    5. Exhibit G - Proposal
    6. Exhibit F - RFP

23. User Conference Passes. As part of the year one (1) maintenance agreement, we will provide you with two (2) free passes to Tyler's 2016 national user conference, provided you register during the early bird discount window. We will notify your Project Manager when this registration window occurs. Should we fail to notify your Project Manager of the early bird discount window, you will not be responsible for any additional cost associated with completing the registration process at a then higher rate. You will be responsible for all travel and incidental expenses associated with attending the national user conference.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.
ERP and Schools Division

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel

City of Madera, California

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:
City of Madera
205 West Fourth Street
Madera, CA 93637
Attention: _____

Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by Tyler Technologies, Inc. to the City of Madera, California under your License and Services Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

Quoted By:	Kyle Johnson
Date:	6/10/2015
Quote Expiration:	4/21/2015
Quote Name:	City of Madera-ERP-Munis
Quote Number:	2014-10331
Quote Description:	City of Madera (C) - Self-Hosted RFP Investment Summary

Sales Quotation For

City of Madera
205 West Fourth Street
Madera, California 93637
Phone (559) 661-5454

SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Days
Productivity:				
Transparency Portal	$12,500.00	1	$12,500.00	0
TOTAL:	**$12,500.00**		**$12,500.00**	**0**

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Accounting/GL/BG/AP	$29,000.00	20 @ $1,275.00	$25,500.00	$8,200.00	$62,700.00	$5,220.00
Work Orders, Fleet & Facilities Management	$8,950.00	15 @ $1,275.00	$19,125.00	$8,000.00	$36,075.00	$1,611.00
Purchasing	$12,700.00	10 @ $1,275.00	$12,750.00	$1,800.00	$27,250.00	$2,286.00
Fixed Assets	$7,700.00	5 @ $1,275.00	$6,375.00	$3,000.00	$17,075.00	$1,386.00
Inventory	$7,150.00	5 @ $1,275.00	$6,375.00	$3,240.00	$16,765.00	$1,287.00
Project & Grant Accounting	$6,000.00	4 @ $1,275.00	$5,100.00	$4,000.00	$15,100.00	$1,080.00
Contract Management	$3,300.00	3 @ $1,275.00	$3,825.00	$3,000.00	$10,125.00	$594.00
Cash Management	$5,000.00	4 @ $1,275.00	$5,100.00	$0.00	$10,100.00	$900.00

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Employee Expense Reimbursement	$4,000.00	4 @ $1,275.00	$5,100.00	$0.00	$9,100.00	$720.00
Bid Management	$3,300.00	3 @ $1,275.00	$3,825.00	$0.00	$7,125.00	$594.00
Payroll/HR:						
Payroll w/ESS	$16,100.00	13 @ $1,275.00	$16,575.00	$18,800.00	$51,475.00	$2,898.00
HR Management	$7,700.00	5 @ $1,275.00	$6,375.00	$0.00	$14,075.00	$1,386.00
Risk Management	$6,000.00	3 @ $1,275.00	$3,825.00	$0.00	$9,825.00	$1,080.00
Applicant Tracking	$2,750.00	2 @ $1,275.00	$2,550.00	$0.00	$5,300.00	$495.00
Revenue:						
Utility Billing CIS	$14,500.00	16 @ $1,275.00	$20,400.00	$14,600.00	$49,500.00	$2,610.00
Permits & Code Enforcement	$13,200.00	15 @ $1,275.00	$19,125.00	$9,000.00	$41,325.00	$2,640.00
Business License	$6,000.00	8 @ $1,275.00	$10,200.00	$7,500.00	$23,700.00	$1,080.00
Accounts Receivable	$6,600.00	8 @ $1,275.00	$10,200.00	$0.00	$16,800.00	$1,188.00
Tyler Cashiering	$11,000.00	5 @ $1,275.00	$6,375.00	$0.00	$17,375.00	$1,980.00
Animal License	$3,000.00	2 @ $1,275.00	$2,550.00	$5,460.00	$11,010.00	$750.00
General Billing	$3,000.00	4 @ $1,275.00	$5,100.00	$0.00	$8,100.00	$540.00
UB Interface	$4,400.00	2 @ $1,275.00	$2,550.00	$0.00	$6,950.00	$792.00
Maplink GIS Integration	$5,000.00	1 @ $1,275.00	$1,275.00	$0.00	$6,275.00	$900.00
Central Property File	$2,200.00	1 @ $1,275.00	$1,275.00	$0.00	$3,475.00	$550.00
Productivity:						
Tyler Content Manager Enterprise	$28,000.00	10 @ $1,275.00	$12,750.00	$0.00	$40,750.00	$5,040.00
Munis Analytics & Reporting	$27,400.00	10 @ $1,275.00	$12,750.00	$0.00	$40,150.00	$4,932.00
Tyler Content Manager Auto Indexing and Redaction (Enterprise Edition)	$5,000.00	2 @ $1,275.00	$2,550.00	$0.00	$7,550.00	$900.00
Citizen Self Service	$6,600.00	1 @ $1,275.00	$1,275.00	$0.00	$7,875.00	$1,188.00
Tyler Forms Processing	$7,500.00	0 @ $1,275.00	$0.00	$0.00	$7,500.00	$1,500.00
Other:						
CAFR Statement Builder	$10,625.00	3 @ $1,275.00	$3,825.00	$0.00	$14,450.00	$1,913.00
MUNIS Disaster Recovery Service	$0.00	0 @ $1,275.00	$0.00	$0.00	$0.00	$12,510.00

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
OSDBA Contract Services	$0.00	0 @ $1,275.00	$0.00	$0.00	$0.00	$12,510.00
Sub-Total:	$273,675.00		$234,600.00	$86,600.00	$594,875.00	$75,060.00
Less Discount:	*$109,470.00*		*$0.00*	*$0.00*	*$109,470.00*	*$50,040.00*
TOTAL:	**$164,205.00**	**184**	**$234,600.00**	**$86,600.00**	**$485,405.00**	**$25,020.00**

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Install Fee - New Server Install-WIN	1	$6,000.00	$0.00	$6,000.00
Munis Admin & Security	2	$1,275.00	$0.00	$2,550.00
Not-to-Exceed Implementation Fee	42	$1,275.00	$0.00	$53,550.00
Performance Bond	1	$17,114.00	$0.00	$17,114.00
POS Cash Installation (Up to 3)	1	$1,000.00	$0.00	$1,000.00
POS Cash Installation (up to 3 stations)	1	$1,000.00	$0.00	$1,000.00
Project Planning Services	1	$5,000.00	$0.00	$5,000.00
Risk Mgmt. Contract Modification	4	$1,100.00	$0.00	$4,400.00
Tyler End-User Implementation Days	46	$1,275.00	$0.00	$58,650.00
Tyler Forms Library - Business License	1	$1,200.00	$0.00	$1,200.00
Tyler Forms Library - Financial	1	$1,600.00	$0.00	$1,600.00
Tyler Forms Library - General Billing	1	$1,500.00	$0.00	$1,500.00
Tyler Forms Library - Payroll	1	$1,200.00	$0.00	$1,200.00
Tyler Forms Library - Permits	1	$2,000.00	$0.00	$2,000.00
Tyler Forms Library - Personnel Action	1	$1,000.00	$0.00	$1,000.00
Tyler Forms Processing Configuration	1	$1,500.00	$0.00	$1,500.00
Tyler Forms Library - Utility Billing	1	$3,500.00	$0.00	$3,500.00
Tyler Forms Work Order/Pick Ticket Library - 4 Forms	1	$2,000.00	$0.00	$2,000.00
Tyler PO Distribution - Level 1	1	$500.00	$0.00	$500.00
TOTAL:				**$165,264.00**

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Cash Drawer	8	$230.00	$0.00	$1,840.00	$0.00	$0.00	$0.00
Hand Held Scanner - Model 1900GSR	8	$385.00	$0.00	$3,080.00	$0.00	$0.00	$0.00
Hand Held Scanner Stand	8	$25.00	$0.00	$200.00	$0.00	$0.00	$0.00
ID Tech MiniMag USB Reader	8	$62.00	$0.00	$496.00	$0.00	$0.00	$0.00
Power Supply	8	$40.00	$0.00	$320.00	$0.00	$0.00	$0.00
Printer (TM-S9000)	8	$1,600.00	$0.00	$12,800.00	$0.00	$0.00	$0.00
Tyler Secure Signature System with 2 Keys	1	$1,650.00	$0.00	$1,650.00	$0.00	$0.00	$0.00
3rd Party Hardware Sub-Total:			*$0.00*	*$20,386.00*			*$0.00*
TOTAL:				**$20,386.00**			**$0.00**

Summary	One Time Fees	Recurring Fees
Total SaaS	$0.00	$12,500.00
Total Tyler Software	$164,205.00	$25,020.00
Total Tyler Services	$486,464.00	$0.00
Total 3rd Party Hardware, Software and Services	$20,386.00	$0.00
Summary Total	**$671,055.00**	**$37,520.00**
Contract Total (Excluding Estimated Travel Expenses)	**$708,575.00**	
Estimated Travel Expenses	**$126,490.00**	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting Opt 1 - Actuals	$1,000.00	$0.00	$1,000.00
Accounting Opt 2 - Budgets	$1,000.00	$0.00	$1,000.00
Accounting Standard COA	$2,000.00	$0.00	$2,000.00
Accounts Payable Opt 1 - Checks	$1,200.00	$0.00	$1,200.00
Accounts Payable Opt 2 - Invoice	$1,800.00	$0.00	$1,800.00
Accounts Payable Standard Master	$1,200.00	$0.00	$1,200.00
Animal License Opt 1 - Bills	$2,940.00	$0.00	$2,940.00
Animal License Std Master	$2,520.00	$0.00	$2,520.00
Business License Opt 1 - Bills	$3,000.00	$0.00	$3,000.00
Business License Std Master	$4,500.00	$0.00	$4,500.00
Contracts	$3,000.00	$0.00	$3,000.00
Fixed Assets Opt 1 - History	$1,000.00	$0.00	$1,000.00
Fixed Assets Std Master	$2,000.00	$0.00	$2,000.00
Inventory Opt 1 - Commodity Codes	$840.00	$0.00	$840.00
Inventory Std Master	$2,400.00	$0.00	$2,400.00
Payroll - Option 10 Certifications	$1,400.00	$0.00	$1,400.00
Payroll - Option 11 Education	$1,400.00	$0.00	$1,400.00
Payroll - Option 1 Deductions	$1,800.00	$0.00	$1,800.00
Payroll - Option 2 Accrual Balances	$1,500.00	$0.00	$1,500.00
Payroll - Option 3 Accumulators	$1,400.00	$0.00	$1,400.00
Payroll - Option 4 Check History	$1,200.00	$0.00	$1,200.00
Payroll - Option 5 Earning/Deduction Hist	$2,500.00	$0.00	$2,500.00
Payroll - Option 6 Applicant Tracking	$1,400.00	$0.00	$1,400.00
Payroll - Option 7 PM Action History	$1,400.00	$0.00	$1,400.00
Payroll - Option 8 Position Control	$1,400.00	$0.00	$1,400.00
Payroll - Option 9 State Retirement Tables	$1,400.00	$0.00	$1,400.00
Payroll - Standard	$2,000.00	$0.00	$2,000.00

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Permits and Code Enforcement - Option 1	$3,000.00	$0.00	$3,000.00
Permits and Code Enforcement - Option 2	$2,000.00	$0.00	$2,000.00
Permits and Code Enforcement - Option 3	$2,000.00	$0.00	$2,000.00
Permits and Code Enforcement - Standard	$2,000.00	$0.00	$2,000.00
Project Grant Accounting Opt 1 - Actuals	$1,000.00	$0.00	$1,000.00
Project Grant Accounting Opt 2 - Budgets	$1,000.00	$0.00	$1,000.00
Project Grant Accounting Standard	$2,000.00	$0.00	$2,000.00
Purchasing - Purchase Orders - Standard	$1,800.00	$0.00	$1,800.00
Utility Billing - Option 1 Services	$2,500.00	$0.00	$2,500.00
Utility Billing - Option 2 Assessments	$1,200.00	$0.00	$1,200.00
Utility Billing - Option 3 Consumption History	$2,000.00	$0.00	$2,000.00
Utility Billing - Option 4 Balance Forward AR	$3,500.00	$0.00	$3,500.00
Utility Billing - Option 5 Service Orders	$1,200.00	$0.00	$1,200.00
Utility Billing - Option 6 Backflow	$1,200.00	$0.00	$1,200.00
Utility Billing - Standard	$3,000.00	$0.00	$3,000.00
Work Order Opt 1 - Work Order Asset	$2,000.00	$0.00	$2,000.00
Work Order Opt 2 - Closed Work Order History No Cost Data	$3,000.00	$0.00	$3,000.00
Work Order Opt 3 - Work Order History With Cost Data	$3,000.00	$0.00	$3,000.00
TOTAL:			**$86,600.00**

Optional SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Days
Productivity:				
Postal XPress (Lorton) Annual Subscription	$1,495.00	1	$1,495.00	0
TOTAL:	**$1,495.00**		**$1,495.00**	**0**

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Productivity:						
IVR Gateway	$4,000.00	2 @ $1,275.00	$2,550.00	$0.00	$6,550.00	$720.00
eProcurement	$5,000.00	1 @ $1,275.00	$1,275.00	$0.00	$6,275.00	$900.00
TOTAL:	**$9,000.00**	**3**	**$3,825.00**	**$0.00**	**$12,825.00**	**$1,620.00**

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
AP/PR Check Recon Import	1	$1,000.00	$0.00	$1,000.00
AP Positive Pay Export Format	1	$3,000.00	$0.00	$3,000.00
Configuration Postal Xpress (Lorton)	1	$1,175.00	$0.00	$1,175.00
P-Card Import Format W/Encumbrances	1	$15,000.00	$0.00	$15,000.00
P-Card Import Format W/O Encumbrances	1	$7,500.00	$0.00	$7,500.00
PR Positive Pay Export Format	1	$3,000.00	$0.00	$3,000.00
Source Code Escrow	1	$756.00	$0.00	$756.00
TOTAL:				**$31,431.00**

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

MUNIS Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Financials:						
Accounting/GL/BG/AP	$29,000.00	$11,600.00	$17,400.00	$5,220.00	$5,220.00	$0.00
Bid Management	$3,300.00	$1,320.00	$1,980.00	$594.00	$594.00	$0.00
Cash Management	$5,000.00	$2,000.00	$3,000.00	$900.00	$900.00	$0.00
Contract Management	$3,300.00	$1,320.00	$1,980.00	$594.00	$594.00	$0.00
Employee Expense Reimbursement	$4,000.00	$1,600.00	$2,400.00	$720.00	$720.00	$0.00
Fixed Assets	$7,700.00	$3,080.00	$4,620.00	$1,386.00	$1,386.00	$0.00
Inventory	$7,150.00	$2,860.00	$4,290.00	$1,287.00	$1,287.00	$0.00
Project & Grant Accounting	$6,000.00	$2,400.00	$3,600.00	$1,080.00	$1,080.00	$0.00
Purchasing	$12,700.00	$5,080.00	$7,620.00	$2,286.00	$2,286.00	$0.00
Work Orders, Fleet & Facilities Management	$8,950.00	$3,580.00	$5,370.00	$1,611.00	$1,611.00	$0.00
Payroll/HR:						
Payroll w/ESS	$16,100.00	$6,440.00	$9,660.00	$2,898.00	$2,898.00	$0.00
HR Management	$7,700.00	$3,080.00	$4,620.00	$1,386.00	$1,386.00	$0.00
Risk Management	$6,000.00	$2,400.00	$3,600.00	$1,080.00	$1,080.00	$0.00
Applicant Tracking	$2,750.00	$1,100.00	$1,650.00	$495.00	$495.00	$0.00
Revenue:						
Utility Billing CIS	$14,500.00	$5,800.00	$8,700.00	$2,610.00	$2,610.00	$0.00
Permits & Code Enforcement	$13,200.00	$5,280.00	$7,920.00	$2,640.00	$2,640.00	$0.00
Business License	$6,000.00	$2,400.00	$3,600.00	$1,080.00	$1,080.00	$0.00
Accounts Receivable	$6,600.00	$2,640.00	$3,960.00	$1,188.00	$1,188.00	$0.00
Tyler Cashiering	$11,000.00	$4,400.00	$6,600.00	$1,980.00	$1,980.00	$0.00
Animal License	$3,000.00	$1,200.00	$1,800.00	$750.00	$750.00	$0.00

MUNIS Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
General Billing	$3,000.00	$1,200.00	$1,800.00	$540.00	$540.00	$0.00
UB Interface	$4,400.00	$1,760.00	$2,640.00	$792.00	$792.00	$0.00
Maplink GIS Integration	$5,000.00	$2,000.00	$3,000.00	$900.00	$900.00	$0.00
Central Property File	$2,200.00	$880.00	$1,320.00	$550.00	$550.00	$0.00
Productivity:						
Citizen Self Service	$6,600.00	$2,640.00	$3,960.00	$1,188.00	$1,188.00	$0.00
Munis Analytics & Reporting	$27,400.00	$10,960.00	$16,440.00	$4,932.00	$4,932.00	$0.00
Tyler Content Manager Auto Indexing and Redaction (Enterprise Edition)	$5,000.00	$2,000.00	$3,000.00	$900.00	$900.00	$0.00
Tyler Content Manager Enterprise	$28,000.00	$11,200.00	$16,800.00	$5,040.00	$5,040.00	$0.00
Tyler Forms Processing	$7,500.00	$3,000.00	$4,500.00	$1,500.00	$1,500.00	$0.00
Other:						
CAFR Statement Builder	$10,625.00	$4,250.00	$6,375.00	$1,913.00	$1,913.00	$0.00
MUNIS Disaster Recovery Service	$0.00	$0.00	$0.00	$12,510.00	$0.00	$12,510.00
OSDBA Contract Services	$0.00	$0.00	$0.00	$12,510.00	$0.00	$12,510.00
TOTAL:	**$273,675.00**	**$109,470.00**	**$164,205.00**	**$75,060.00**	**$50,040.00**	**$25,020.00**

Comments

Tyler's OSDBA Service is calculated at 25% of the MUNIS annual maintenance. There is a $2,500 minimum annual fee and a $30,000 maximum annual fee.

Tyler's Disaster Recovery Service is calculated at 25% of the MUNIS annual maintenance. There is a $5,000 minimum annual fee and a $30,000 maximum annual fee for DisasterRecovery service. The Disaster Recovery fees are applicable only to one Live MUNIS database and excludes all test and training databases.

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the MUNIS Web Client and the MUNIS Self Service applications ifhosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendorswho sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services dependson such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) dailyfees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Munis form template. Any forms in additionto the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the TylerForms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1 Contract, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Utility billing library includes: 1 Utility bill, 1 assessment, 1 UB receipt, 1 Lien letter, 1 UB delinquent notice, 1 door hanger and 1 final utility bill.

Permits library includes: 1 Building permit, 1 Trades permit, 1 Zoning permit and 1 certificate of occupancy/completion.

Business license library includes: 1 business license and 1 renewal application.

Programming for check reconciliation import and positive pay export assumes one bank format each. Multiple bank formats are extra.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Comments

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, and 1099 R.

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Work Order & Pick Ticket Library includes: 1 Work Order - Services, 1 Work Order - Inventory, 1 Pick Ticket and 1 Delivery Ticket.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves theright to adjust prices accordingly.

The MUNIS Accounts Payable module utilizes a label printer for batch-scanned document indexing. This printer is to be provided by the client and must support multi-page AdobePDF files, such as the Brother QL-700.

In the event a self-hosted customer opts to enroll as a beneficiary under Tyler's source code escrow agreement, Tyler will provide the paperwork required for enrollment. That selfhostedcustomer will be billed, on an annual basis, directly by Tyler's escrow agent, and all such fees must be paid directly to that escrow agent. Rates for subsequent years are subjectto change at the discretion of Tyler's escrow agent.

The Tyler Software Product Tyler Forms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks

Exhibit B
Invoicing and Payment Policy

Tyler Technologies, Inc. will provide you with the software, products, and services set forth in the Investment Summary of your License and Services Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

Invoicing: We will invoice you for the applicable license fees, products, and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in your License and Services Agreement.

1. Tyler Software.

1.1 *Implementation Phases:*

Phase 1
Accounting/GL/BG/AP
Bid Management
Cash Management
Contract Management
Fixed Assets
Project & Grant Accounting
Purchasing
Munis Analytics & Reporting
Tyler Content Manager Auto Indexing and Redaction (Enterprise Edition)
Tyler Content Manager Enterprise
Tyler Forms Processing
CAFR Statement Builder

Phase 2
Employee Expense Reimbursement
Payroll w/ESS
HR Management
Applicant Tracking

Phase 2B
Risk Management

Phase 3
Inventory
Work Orders, Fleet & Facilities Management

Permits & Code Enforcement
Business License
Accounts Receivable
Tyler Cashiering
Animal License
General Billing
Maplink GIS Integration
Central Property File
Citizen Self Service

Phase 4
Utility Billing CIS
UB Interface

1.2 *License Fees*: License fees are invoiced as follows: (a) 25% ($41,051.25) on the Effective Date; (b) 50% ($82,102.50) on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); (c) 25% of the Phase 1 license fees ($21,828.75) upon use of a Phase 1 Tyler Software Product in live production, not to exceed April 1, 2016; (d) 25% of the Phase 2 license fees ($4,582.50) upon use of a Phase 2 Tyler Software Product in live production, not to exceed July 1, 2016; (e) 25% of the Phase 2B license fees ($900) upon use of a Phase 2B Tyler Software Product in live production, not to exceed October 1, 2016; (f) 25% of the Phase 3 license fees ($10,905) upon use of Phase 3 Tyler Software Product in live production, not to exceed January 1, 2017; and (g) 25% of the Phase 4 license fees ($2,835) upon use of a Phase 4 Tyler Software Product in live production, not to exceed July 1, 2017.

1.2 *Maintenance and Support Fees*: The first year maintenance and support fees for the one (1) year period commencing on the Available Download Date ($50,040) are waived. Such waiver does not apply to first year OSDBA and Disaster Recovery Services. Subsequent maintenance and support fees are invoiced annually in advance on each anniversary of the Available Download Date.

2. Professional Services.

2.1 *Project Planning Services*: Project planning services are invoiced upon delivery of the Implementation Planning Document.

2.2 Data Conversion Services: Data conversion services are invoiced 50% upon initial delivery of converted data, by conversion option, and 50% upon Client acceptance to load converted data into live environment, by conversion option.

2.3 *Implementation and Other Professional Services (excluding training)*: Implementation and other professional services (excluding training) are billed at daily rates and invoiced as delivered.

2.4 *Training Services*: Training services are billed in half-day and full-day increments and invoiced as delivered.

2.5 *Requested Modifications to the Tyler Software*: Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30)

days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.

3. Other Services and Fees.

   3.1 *Operating System / Database Administration Services*: OS/DBA Services are invoiced upon the Available Download Date. OS/DBA Services will renew automatically for additional one (1) year terms at our then-current OS/DBA fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

   3.2 *Transparency Portal*: The year 1 fee for Transparency Portal, for the one (1) year term commencing with availability, is due on or before such date. Subsequent SaaS fees for Transparency Portal are invoiced annually in advance on each anniversary of the availability date.

   3.3 *Disaster Recovery Services*: Disaster Recovery Services are invoiced annually in advance upon our receipt of your data. Disaster Recovery services will renew automatically for additional one (1) year terms at our then-current Disaster Recovery fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

   3.4 *Performance Bond*: The Bond fee of $17,114 will be invoiced upon delivery of the Bond to you.

4. Third Party Products.

   4.1 *Third Party Hardware*: Third Party Hardware costs are invoiced upon delivery.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis at no charge. You will incur an administrative fee if you request receipts for all non-per diem expenses. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Maintenance and support fees are due on each anniversary of the Available Download Date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five days = one checked bag
   - Six or more days = two checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

   Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

Exhibit C
Maintenance and Support Agreement

Tyler Technologies, Inc. will provide you with the following maintenance and support services for the Tyler Software licensed to you. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date") and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms at Tyler's then-current maintenance and support fees, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Notwithstanding the foregoing, we will cap increases to the annual maintenance fees for the Tyler Software in accordance with the following schedule:

   Year 2: 0% increase over the year 1 fees (prior to waiver)
   Year 3: 3% increase over previous year's fee
   Year 4: 4% increase over previous year's fee
   Year 5: 5% increase over previous year's fee

2. Maintenance and Support Fees. The maintenance and support fees for the Tyler Software licensed to you are listed in the Investment Summary of your Agreement. Those amounts are payable in accordance with our Invoicing and Payment Policy. We will provide you with at least forty-five (45) days written notice of any change in your annual maintenance and support fees. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within sixty (60) days of the due date. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to conform the Tyler Software to the warranty set forth in your Agreement; provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours;

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software in order to provide maintenance and support services;

3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

3.5 support prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we can't resolve a support issue remotely, we may be required to provide onsite services. In such event, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a defect in the Tyler Software); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services beyond those outlined in this section will be billed to you at our then current rates.

6. Current Support Call Process. Our current Support Call Process is attached to this Exhibit C at Schedule 1.

Exhibit C
Schedule 1
Support Call Process

Tyler Technical Support Department for Munis®

Goal: *To provide an effective support mechanism that will ensure timely resolution to calls, resulting in high-level client satisfaction.*

Contact Us

Call Tyler's toll free number (800-772-2260) or log a support request online through the Tyler Client Portal available at Tyler's Support Web site (www.tylertech.com).

Support Organization

Tyler's Technical Support Department for its ERP/Schools Division (also referred to as "Munis") is divided into multiple teams: Financials; Payroll/HR/Pension; Tax/Other Revenue and Collections; Utility Billing and Collections; OS/DBA (Operating System and Database Administration); and TylerForms and Reporting Services.

These "product-specific" teams allow support staff to focus on a group of products or services. A group of specialists assigned to each team handle calls quickly and accurately.

Each team consists of a Munis Support Product Manager, Support Analysts, and Technical Support Specialists. The Support Product Manager is responsible for the day-to-day operations of the team and ensures we provide exceptional technical support to our clients. The Support Analysts are responsible for assisting the team with clients' issues, and provide on-going team training. Technical Support Specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner.

Standard Support Hours

Applications	Hours
Financials	8:00am-9:00pm EST Monday-Friday
Payroll/HR/Pension	8:00am-9:00pm EST Monday-Friday
Tax/Other Revenue & Collections	8:00am-6:00pm EST Monday-Friday
Utility Billing & Collections	8:00am-8:00pm EST Monday-Friday
OS/DBA	8:00am-9:00pm EST Monday-Friday
TylerForms & Reporting Services	8:00am-9:00pm EST Monday-Friday

Focus on Incoming Rate

When you call Technical Support, your call is answered by a Support Technician, or is transferred into the Support voice mail. *Our goal is to capture 75% of our daily incoming calls,* which means you will often start working with a Support Specialist immediately upon calling Tyler.

Leaving Messages for Support

When leaving a message on the Support voice mail, ensure the following information is contained within the message:

- your full name (first name, last name) and the site you are calling for/from;
- a phone number where you can be reached;
- the details of the issue or question you have (i.e.: program, • process, error message);
- the priority of the issue (1, 2, 3, or 4); and
- when you will be available for a return call (often Support will call back within an hour of receiving your message).

Paging

All client questions are important to us. There may be times when you are experiencing a priority 1 critical issue and all technicians for the requested team are on the line assisting clients. In this circumstance, it is appropriate to press "0" to be redirected to the operator. The operator will page the team you need to contact. We ask that you reserve this function for those times when Munis is down, or a mission critical application is down and you are not able to reach a technician immediately.

Online Support

Some questions can be handled effectively by e-mail. Once registered as a user on Tyler's Support Web site at www.tylertech.com, you can ask questions or report issues to Support through "Customer Tools". Tyler's Client Portal (TCP) allows you to log an incident to Technical Support anytime from any Internet connection. All TCP account, incident, and survey data is available in real-time.

Your existing contact information defaults when you add a new Support incident. You will be asked for required information including Incident Description, Priority, Product Group, and Product Module. Unlimited work-note text is available for you to describe the question or problem in detail, plus you can attach files or screenshots that may be helpful to Support.

When a new incident is added, the incident number is presented on the screen, and you will receive an automated e-mail response that includes the incident number. The new incident is routed to the appropriate Technical Support Team queue for response. They will review your incident, research the item, and respond via e-mail according to the priority of the incident.

Customer Relationship Management System

Every call or e-mail from you is logged into our Customer Relationship Management System and given a unique call number. This system tracks the history of each incident, including the person calling, time of the call, priority of the call, description of the problem, support recommendations, client feedback, and resolution. For registered users on Tyler's Support Web site (www.tylertech.com), a list of calls is available real-time under the Tyler Client Portal (TCP).

Call Numbers

Support's goal is to return clients' calls as soon as possible. Priority 1 calls received before the end of business will be responded to that day. If you are not available when we call back, we will leave a message with the open call number on your voice mail or with a person in your office. When you call back, you can reference this call number so you do not have to re-explain the issue.

An open call number is also given to you once an initial contact has been made with Support and it has been determined that the issue can't be resolved during the initial call. The open call number lets you easily track and reference specific open issues with Support.

Call Response Goals

Support will use all reasonable efforts to address open calls as follows:

Open Call Priority	Maximum number of days a support call is open	Support managers and analysts review open calls
1	Less than a day	Daily
2	10 Days or less	Every other day
3	30 Days or less	Weekly
4	60 Days or less	Weekly

Call Priorities

A call escalation system is in place where, each day, Support Analysts and Product Support Managers review open calls in their focus area to monitor progress.

Each call logged is given a priority (1, 2, 3, and 4) according to the client's needs/deadlines. The goal of this structure is to clearly understand the importance of the issue and assign the priority for closure. The client is responsible for setting the priority of the call. Tyler Support for Munis tracks responsiveness to priority 1, 2, and 3 calls each week. This measurement allows us to better evaluate overall client satisfaction.

Priority 1 Call — issue is critical to the client, the Munis application or process is down.
Priority 2 Call — issue is severe, but there is a work around the client can use.
Priority 3 Call — issue is a non-severe support call from the client.
Priority 4 Call — issue is non-critical for the client and they would like to work with Support as time permits.

Following Up on Open Calls

Some issues will not be resolved during the initial call with a Support Technician. If the call remains open, the technician will give you an open call number to reference, and will confirm the priority of the incident.

If you want to follow up on an open call, simply call the appropriate Support Team and reference the call number to the Technician who answers or leave this information in your message. Referencing the open call number allows anyone in support to quickly follow up on the issue. You can also update the incident through TCP on Tyler's Web site (www.tylertech.com) and add a note requesting follow-up.

Escalating a Support Call
If the situation to be addressed by your open call has changed and you need to have the call priority adjusted, please call the appropriate Support Team and ask to be connected to the assigned technician. If that technician is unavailable, another technician on the team may be able to assist you, or will transfer you to the Product Support Team Manager. If you feel you are not receiving the service you need, please call the appropriate Product Manager and provide them with the open call number for which you need assistance. The Product Manager will follow up on your open issue and determine the necessary action to meet your needs.

Technical Support Product Managers:

Financials Team	**Michelle Madore (michelle.madore@tylertech.com)**	**(X4483)**
Payroll/HR/Pension Team	**Sonja Johnson (sonja.johnson@tylertech.com)**	**(X4157)**
Tax/Other Revenue/Utility Billing Team	**Steven Jones (steven.jones@tylertech.com)**	**(X4255)**
OS/DBA Team	**Ben King (ben.king@tylertech.com)**	**(X5464)**
TylerForms & Reporting Services	**Michele Violette (michele.violette@tylertech.com)**	**(X4381)**

If you are unable to reach the Product Manager, please call CJ McCarron, Vice President of Technical Support at 800-772-2260, ext. 4124 (cj.mccarron@tylertech.com).

Resources
A number of additional resources are available to you to provide a comprehensive and complete support experience.

- **Munis Internet Updater (MIU):** Allows you to download and install critical and high priority fixes as soon as they become available.
- **Release Admin Console:** Allows you to monitor and track the availability of all development activity for a particular release directly from Munis.
- **Knowledgebase:** A fully searchable depository of thousands of documents related to Munis processing, procedures, release info, helpful hints, etc.

Remote Support Tool
Some Support calls may require further analysis of your database or setup to diagnose a problem or to assist you with a question. GoToAssist® shares your desktop via the Internet to provide you with virtual on-site support. The GoToAssist tool from Citrix (www.citrix.com) provides a highly secure connection with 128-bit, end-to-end AES encryption. Support is able to quickly connect to your desktop and view your site's setup, diagnose problems, or assist you with screen navigation.

At the end of each GoToAssist session, there is a quick survey you should complete so we have accurate and up-to-date feedback on your Support experiences. We review the survey data in order to continually improve our Support services.

E-mail Registration

Clients can go to our Web site and register for e-mail “groups” based on specific Munis applications. We use these groups to inform clients of issues, and to distribute helpful technical tips and updated technical documentation. The survey information allows you to update your registration at any time, and you may unregister for one or more distribution lists at any time.

Tyler Web site
Once you have registered as a user on Tyler’s Support Web site (www.tylertech.com), you have access to “Customer Tools” and other information such as online documentation, user forums, group training schedule/sign-up, and annual user conference updates/registration.

Timely TCP Progress Updates
Our technicians are committed to providing you timely updates on the progress of your open support incidents via the Tyler Client Portal. The frequency of these updates is determined by issue priority.

Priority 1 Incidents — Daily updates (only if phone contact is not possible)
Priority 2 Incidents — Weekly Updates
Priority 3 Incidents — Bi-weekly Updates
Priority 4 Incidents — Bi-weekly Updates

Updates will also be provided for any issue, regardless of priority, when action items have been completed or when there is pertinent information to share.

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Last Updated: [July 18 2013]



Exhibit E
Statement of Work

City of Madera, CA

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Section A: Executive Summary

A.1 Project Scope

The project scope is comprised of the following modules, data conversions, interfaces, reports, workflows, and deliverables defined in this section plus any related professional services described throughout this SOW. If any services, tasks, or responsibilities not specifically described in this SOW are inherent or necessary sub-activities of the tasks or are otherwise required for proper performance of the services or tasks they shall also be included within the scope.

Client and Tyler agree that 20% of all implementation and consulting service tasks will be delivered remotely. Tyler and Client will work together during project planning to mutually identify tasks for remote delivery.

A.1.1 Module Scope

The scope of modules included in this ERP project includes the following Tyler and Third party software products.

A.1.2 Project Phases

Implementation for the following functional areas and each of the modules related to the functional areas has been divided into the following major phases. Each phase will include all requirements as indicated in Exhibit G.

Phase	Functional Areas	Modules	Start Date	Go-Live Date
1	**Core Financials**	• Accounting General Ledger • Cash Management • Project & Grant Accounting • Budgeting • Requisitions • Purchase Orders • Contract Management • Bid Management • Accounts Payable • Fixed Assets • CAFR Statement Builder	September 2015	April 2016 or as defined in the Project Plan
	System Wide	• Tyler Reporting Services • Tyler Forms Processing • Munis Office • Role Tailored Dashboard • Tyler Content Manager SE		

		• Tyler Content Manager Auto Indexing and Redaction (EE)		
2	**Core Human Resources / Payroll**	• Payroll w/Employee Self Service • HR Management • Applicant Tracking • Employee Expense Reimbursement • Tyler Content Manager EE • Tyler Content Manager Auto Indexing and Redaction (EE)	October 2015 or as defined in the Project Plan	July 2016 or as defined in the Project Plan
2B	**Risk Management**	• Risk Management	September 2016	October 2016
2C	**Transparency**	• Transparency Portal	As mutually defined in the Project Plan	As mutually defined in the Project Plan
3	**Permits & Licensing**	• Permits & Code Enforcement • Business License • Animal License • Accounts Receivable • General Billing • Tyler Cashiering • Maplink GIS Integration • Central Property File • Citizen Self Service • Work Orders, Fleet & Facilities Management • Inventory	March 2016 or as defined in the Project Plan	January 2017 or as defined in the Project Plan
4	**Utility Billing**	• Utility Billing CIS • UB Interface • Maplink GIS Integration • Central Property File • Citizen Self Service	September 2016 or as defined in the Project Plan	July 2017 or as defined in the Project Plan

A.2 Organizational Scope

Tyler will implement the functional scope and in-scope software modules for use across the entire Client including process considerations for all departments.

A.3 Data Conversion Scope

The following conversion options are a comprehensive list that represents the quoted modules included in the Tyler proposal and considered in scope. Requests to convert data outside of the contracted conversion options or failing to adhere to the noted conversion assumptions in section E.8.7 will be considered out of scope.

Conversion ID	Description
Accounting Opt 1 - Actuals	General ledger – actual account summary balances for up to 3 years, to be populated in the GL Master and GL Master Balance tables
Accounting Opt 2 - Budgets	General Ledger – budgeted account balances for up to 3 years, to be populated in the Munis GL Master and GL Master Balance tables. This can include the original budget, budget adjustments and revised budget
Accounting Standard COA	Chart of Accounts conversion from spreadsheet (to be provided during COA analysis)
Accounts Payable Opt 1 Checks	Check History
Accounts Payable Opt 2 - Invoice	Invoice History
Accounts Payable Standard Master	Vendor Master
Animal License Opt 1 – Bills	Animal License Bills
Animal License Std Master	Animal License Master
Business License Opt 1 – Bills	Business License Bills
Business License Std Master	Business License Master
Contracts	Contract master
Fixed Assets Opt 1 - History	Fixed Assets transaction history
Fixed Assets Std Master	Fixed Assets Master
Inventory Opt 1 - Commodity Codes	Commodity Codes
Inventory Std Master	Inventory Item Master
Payroll - Option 10 Certifications	Employee Certifications and Expirations
Payroll - Option 11 Education	Employee Education History
Payroll - Option 1 Deductions	Employee Deductions
Payroll - Option 2 Accrual Balances	Employee Accrual Balances
Payroll - Option 3 Accumulators	YTD, QTD, MTD Accumulators
Payroll - Option 4 Check History	Payroll Check History
Payroll - Option 5 Earning/Deduction Hist	Payroll Earnings and Deductions History
Payroll - Option 6 Applicant Tracking	Applicants and Job Openings
Payroll - Option 7 PM Action History	Personnel Actions History
Payroll - Option 8 Position Control	Payroll Position Control and History
Payroll - Option 9 State	Employee retirement

Retirement Tables	
Payroll - Standard	Payroll Employee Master
Permits and Code – Option 1	Applications
Permits and Code - Option 2	Violations
Permits and Code – Option 3	Inspections
Permits and Code – Standard	Property Use Master
Project Grant Accounting Opt 1 - Actuals	Project& Grants – actual account summary balances
Project Grant Accounting Opt 2 - Budgets	Project& Grants – budgeted account summary balances
Project Grant Accounting Standard	Conversion from Project & Grant spreadsheet (to be provided during COA analysis)
Purchase Orders - Standard	Open purchase orders with encumbrances
Utility Billing – Option 1 Services	Billable service records for each account
Utility Billing – Option 2 Assessments	Assessment records
Utility Billing – Option 3 Consumption History	Consumption History
Utility Billing – Option 4 Balance Forward AR	Balance forward AR by outstanding service
Utility Billing – Option 5 Service Orders	Service Order records
Utility Billing – Option 6 Backflow	Backflow device, type, & violations
Utility Billing – Standard	Account Master
Work Order Opt 1 - Work Order Asset	Department Parameter Maintenance, Misc. Codes, Class Codes, Activity Maintenance for Preventative Maintenance Schedules, Component Maintenance.
Work Order Opt 2 - Closed Work Order History No Cost Data	No Cost Data. Auxiliary Code Tables, Department Parameter Maintenance, Activity Maintenance, Maintenance Tables.
Work Order Opt 3 - Work Order History With Cost Data	With Cost Data. Auxiliary Code Tables, Department Parameter Maintenance, Activity Maintenance, Maintenance Tables.

A.4 Import and Export Scope

For each standard interface, Tyler encourages that Client has an active support agreement with the third party system and for Client to be on a current version actively supported by the manufacturer/developer of the product installed. Client understands that not being on the supported version may have an impact on the use. Any requests to modify standard file layouts will follow the Scope/Contract Change Process defined in this Statement of Work.

A.5 Reports

All in scope standard reports (those designated with a "SR" or "Standard Report" response in the functional requirements – Exhibit G) are going to be met with the delivered report out of Munis. Any changes or customizations of these standard delivered reports requested by Client may result in a change order and additional cost.

The Tyler suite of programs contains hundreds of canned system reports, each utilizing configurable user-supplied parameters to provide hundreds of reporting variations. However, Tyler recognizes that its clients want the flexibility to create even more unique reports and queries to fit their own business needs. Tyler has included Report Writing training as part of our Proposal. Client will also have available a Report Library of over 200 reports via the Munis Support Website.

Tyler Reporting Services utilizes an SQL report writing tool called Business Intelligence Development Studio (BIDS) to extract data from the Munis system and create custom reports. Once trained, Client will have the ability to create its own custom reports and modify any report from the TRS Report Library.

A.6 Workflows

All of the available workflow functionality in the licensed modules shall be considered as in scope.

A.7 Program Modifications

See Exhibit H of the agreement for the modifications that are considered in scope. The following modifications have been identified and shall be delivered by Tyler in sufficient time to adequately test, correct errors, and re-test in order to deploy in production:

The following Program Modifications shall be delivered by Tyler for the respective go-live:

Phase	Development Reference Number
2B	MUN-220234

A.8 Project Release Schedule

Tyler's implementation approach requires that the City will adhere to the following upgrade schedule. Tyler's Project Manager(s) will coordinate with the City project team to coordinate the upgrade activities as follows:

Version	Test Environment Deployment	Live Environment Deployment
V11.1	Upon Installation	Upon Installation
V11.2	July 2016	October 2016

A.9 Deliverables

Tyler will provide the Deliverables identified throughout this statement of work. Deliverables will be submitted as a work product for Client review and follow the Deliverable acceptance procedures defined in Section C.11.

Deliverable	Phase	Deliverable Number
Implementation Management Plans	Cross Phase	1-1
Phase 1		
Project Plan	1	1-2
User Manuals	1	1-3
Data Conversion Plan	1	1-4
System Design Document	1	1-5
Static Environment Test (SET) Plan	1	1-6
Modification Specifications	1	1-7
Pre-Live Checklist	1	1-8
Lessons Learned Document	1	1-9
Phase 2		
Project Plan	2	2-2
User Manual	2	2-3
Data Conversion Plan	2	2-4
System Design Document	2	2-5
SET Test Plan	2	2-6
Modification Specifications	2	2-7
Pre-Live Checklist	2	2-8
Lessons Learned Document	2	2-9
Phase 3		
Project Plan	3	3-2
User Manual	3	3-3
Data Conversion Plan	3	3-4
System Design Document	3	3-5
SET Test Plan	3	3-6
Modification Specifications	3	3-7
Pre-Live Checklist	3	3-8
Lessons Learned Document	3	3-9
Phase 4		
Project Plan	4	4-2
User Manual	4	4-3
Data Conversion Plan	4	4-4
System Design Document	4	4-5
SET Test Plan	4	4-6
Modification Specifications	4	4-7
Pre-Live Checklist	4	4-8
Lessons Learned Document	4	4-9

A.10 Tyler Forms

Tyler's Form Library prices are based on delivering the specific form quantities listed below. Additional formats of forms listed below are extra. Custom forms, where custom designs are not required to meet any of Client's functional requirements, would require a change order. Please note that Tyler Forms requires the use of approved printers only.

- Payroll Library includes: 1 Payroll Check, 1 Direct Deposit, 1 Vendor from Payroll Check, 1 Vendor from Payroll Direct Deposit, W2, W2c and 1099R.
- Financial Library includes: 1 A/P Check, 1 EFT/ACH, 1 Purchase Order, 1099M, 1099INT, 1099S and 1099G.
- General Billing Library includes: 1 Invoice, 1 Statement, 1 General Billing Receipt and 1 Miscellaneous Receipt.
- Personnel Action Library includes: 1 Personnel Action form for new hires and 1 Personnel Action form for employee changes.
- Utility Billing Library includes: 1 Utility Bill, 1 Assessment, 1 Lien Letter, 1 Delinquent Notice, 1 Final Utility Bill, 1 Door Hanger and 1 UB Receipt.
- Business License Library includes: 1 Business License and 1 Application for Renewal.
- Permits Library includes: 1 Building Permit, 1 Trades Permit, 1 Zoning Permit and 1 Certificate of Occupancy or Certificate of Completion.
- Work Order/Pick Ticket Library includes: Any combination of 4 Work Orders and/or Pick Tickets.

Section B: Project Governance

B.1 Client Project Roles and Responsibilities

This section presents the anticipated roles and responsibilities for the key staff positions for the project. The joint team of Client and Tyler will ultimately be responsible for designing, developing and delivering the final products of this project.

B.2 Client Decision Making

Decisions will be made in a timely fashion in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the project schedule as each analysis and implementation session builds on the decisions made in prior sessions. The following table identifies the type of decisions and project team members with decision authority:

Type of Decision	Client Decision Making Responsibility
Changes to SOW affecting project budget and/or timing and/or project goals	Executive Steering Committee
Client Policy Decisions	Executive Steering Committee
Changes to SOW not affecting project budget and/or timing and/or project goals	Client Project Manager
Acceptance of Milestones / Deliverables	Client Project Manager
Configuration Decisions	Client Project Team

B.3 Executive Project Sponsors:

The Client Executive Project Sponsors provide support to the project by allocating resources, providing strategic direction, communicating key issues about the project and the project's overall importance to the organization; and when called upon acting as the final authorities on all project decisions. The project sponsors will be involved in the project as needed to provide necessary support, oversight, guidance, and escalation, but will not participate in day-to-day activities. The project sponsors will empower the steering committee and project team to make critical business decisions for Client.

Resource	Title
David Tooley	City Administrator

B.4 Executive Steering Committee:

The Executive Steering Committee will understand and support the cultural change necessary for the project and foster throughout the organization an appreciation of the value of an integrated ERP system. The Executive Steering Committee oversees the project team and the project as a whole. Through participation in regular internal meetings the Executive Steering Committee will remain updated on all project progress, project decisions, and achievement of project milestones. The Executive Steering Committee will also provide support to the project team by communicating the importance of the project to each member's department along with other department managers in Client. The Executive Steering Committee is responsible for ensuring that the project has appropriate resources, providing strategic

direction to the project team, and is responsible for making timely decisions on critical project or policy issues. The Executive Steering Committee also serves as primary level of issue resolution for the project.

Resource	Title
Wendy Silva	Director of Human Resources
Tim Przybyla	Director of Financial Services
Ted Uyesaka	Information Systems Manager

B.5 Project Manager:

Client's Project Manager will coordinate project team members, subject matter experts, and the overall implementation schedule and serve as the primary point of contact with Tyler. The Project Manager will be responsible for reporting to the Executive Steering Committee and providing the majority of Client's change management communications and coaching.

Resource	Title
Ted Uyesaka	IS Manager

B.6 Project Team:

The assigned Project Team will have detailed subject matter expertise and be empowered to make appropriate business process and configuration decisions in their respective areas.

The Project Team is tasked with carrying out all project tasks described in the Statement of Work including planning, business process analysis, configuration, documentation, testing, training, and all other required Client tasks. The Project Team will be responsible for and empowered to implement the new system in the best interests of Client consistent with the project goals, project vision, and direction from the Project Manager and Executive Steering Committee. Project Team Leads are identified below.

Client's project team is responsible for maintaining regular and effective project communications between project stakeholders and supporting overall change efforts in Client.

Resource	Function
Wendy Silva	Director of Human Resources
Tim Przybyla	Director of Financial Services
Dave Merchen	Community Development Director
Ted Uyesaka	IS Manager

B.7 Subject Matter Experts (SMEs)

Subject Matter Experts (SME's) will play an important role in the project to provide necessary expertise not found on the project team and to support project team activities. However, subject matter experts will have a primary responsibility to their "home" department and not be available for significant periods of time on the project.

SMEs will be Client's primary interface to all other users of the system throughout Client (the End Users). Client's End Users will ultimately be the users of the system in all areas through Client. SME proactive adoption of the system is vital to Client realizing success in this project. SMEs will be consulted throughout the process to provide feedback on business processes decisions, configuration decisions, training, documentation, and testing.

Resource	Title

B.8 City of Madera Departmental Experts

Departmental Experts (DEs) will work closely with SMEs to provide unified input and feedback to Tyler. The Client feels it is important to formally identify DEs to promote ownership of the system and implementation processes within the individual city departments.

Resource	Title

B.9 Technical Team:

Client's Technical Team may be primarily responsible for overall system administration, security, and workflow. The Technical Team will also handle all data conversions, interfaces, and reporting for Client. It is expected that the Technical team will be responsible for system administration post go-live.

Client's technical team will be responsible for all technical aspects of the project.

Resource	Title
Ted Uyesaka	IS Manager
Tom Green	Network Administrator

B.10 Upgrade Coordinator

The Client Upgrade Coordinator is the individual that is responsible for the coordination of activities related to upgrading Tyler's application during the project (if required). Additionally, this role is responsible for managing the upgrade process post go-live.

- Become familiar with the upgrade process and required steps
- Become familiar with Tyler's Release Life-cycle policy
- Utilize Tyler Community to stay abreast of the latest Tyler Release Life Cycle updates as well as the latest helpful tools to manage your upgrade process
- Assist with the upgrade process, if required, during implementation
- Manage upgrade activities post-implementation
- Manage upgrade plan activities
- Coordinate upgrade plan activities with Tyler and Client resources
- Communicate changes that will affect users and department stakeholders
- Obtain department stakeholder sign-offs to upgrade Live/Production environment
- Create and publish your site's multi-year, forward projection upgrade plan

Resource	Title
Tom Green	Network Administrator

B.11 Tyler Roles and Responsibilities

Tyler plans to leverage the strengths, skills and knowledge of its blended team members. In the tables that follow, a description of the various roles associated with the overall project team is provided. All Key Personnel listed assume that a mutually executed contract is in place prior to September 15th, 2014.

B.12 Tyler Executive Oversight

The Tyler Vice President of Implementation has indirect involvement with the project and is part of the Tyler escalation process. This team member offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions. The Tyler Project Manager or Regional Manager will apprise the Vice President of Implementation of known issues that may require assistance or impede project performance.

Resource	Title	Key Personnel
Chris Webster	Vice President - Implementation	No

B.13 Tyler Regional Manager

This team member has indirect involvement with the project and is part of the Tyler escalation process. Tyler Project Managers may consult the Regional Manager with issues and decisions regarding the project. The Tyler Regional Manager is responsible for:

Assignment of consultants and ensuring that availability, or lack of availability for consultants assigned to the Client project does not negatively impact the Client timeline.

- Assisting the Tyler Project Manager with resolution of issues Monitoring progress of the implementation and ensuring the project is on target to meet the desired objectives
- Monitoring overall quality of the project including quality of consulting deliverables
- Providing proactive personal communication with Client's Executive Sponsors, Client's Steering Committee, and/or Client's Project Manager

Resource	Title	Key Personnel
Scott Parks	Regional Manager	No
Shawn Gaudreau	Regional Manager	No

B.14 Tyler Project Manager

Tyler will assign Project Managers by phase and that individual will be responsible for the following within each phase.

- Serve as primary point of contact for Client for phase items
- Coordination of all Tyler resources across all modules, phases, and activities including development, conversions, forms, installation, reporting, implementation, and billing.
- Monitor and manage overall project risks
- Communicate regularly with the Client project manager
- Track completion of project tasks
- Escalate outstanding issues for approval within Tyler or coordinate change order process.
- Monitor project quality
- Identify and communicate any Client risks that may negatively impact the project.

Resource	Title	Key Personnel
TBD		
TBD		
TBD		
TBD		

B.15 Tyler Implementation Consultants

Tyler's Implementation Consultants will bring to the project Tyler Munis knowledge as well as industry knowledge of public sector practices and processes that will enable each consultant to advise Client on the most appropriate way of configuring Munis and overall achievement of the Client project scope and goals.

Resource	Title	Key Personnel
TBD		

B.16 Tyler Developers

The Tyler Developers are offsite resources responsible for:

- Performing detailed requirement gathering for contracted modifications (in scope enhancements, custom reports and custom interfaces)
- Reviewing the existing development queue and existing product offerings to determine if the desired functionality can be provided in a less expensive fashion
- Creating and delivering functional specifications for contracted modifications
- Programming and incorporating modifications per the specifications into the base product
- Performing internal quality assurance and developing technical and help documentation
- Providing custom development packages to be loaded into the Tyler system via the Munis Internet Update (MIU) utility
- Performing and providing any necessary modification defect corrections

B.17 Tyler Implementation Programmers

The Tyler Implementation Programmers are offsite resources responsible for:

- Validating customer data files are readable
- Developing customized conversion programs to convert legacy data into the Tyler database for production use according to defined mapping.
- Providing custom conversion packages to be loaded into Tyler's system via the Munis Internet Update (MIU) utility.

- Providing error reports on unsupported data conditions and the merging or normalization of data fields. Assisting Client with understanding and interpreting those reports.
- Perform modifications and corrections to customized conversion programs as data anomalies and exception conditions are discovered

B.18 Tyler Forms Designers

The Tyler Forms Designers are offsite resources responsible for:

- Providing specifications, or Forms Kits, for all forms in scope
- Reviewing requirements for equipment and supplies
- Developing and provide form mock-up designs
- Conducting review of client's form mock-up sheets
- Developing final form designs
- Testing forms and modifying as appropriate based on test results
- Working with Client team members on the results of functional testing and making changes to address issues from testing
- Configuring and installing forms software and approved forms
- Producing design and troubleshooting documentation for forms

B.19 Tyler Support Account Manager

Tyler Support Account Managers are offsite resources responsible for the following the first year after each phase go-live:

- Providing post-implementation client management and planning services
- Planning and preparing for key first year processes such as year-end and W-2 processing
- Assisting Client plan release upgrades

B.20 Tyler Technical Support Specialist

Tyler Support Specialists are offsite resources responsible for:

- Managing incoming customer issues via phone, email and online customer incident portal
- Documenting and prioritizing issues in Tyler's Customer Relationship Management (CRM) system
- Providing issue analysis and general product guidance
- Tracking issues and tickets to timely and effective resolution
- Identifying options for resolving the reported issue
- Reporting and escalating defects to Tyler Development
- Communicating with customers on the status and resolution of reported issues

Section C: Project Management

This section outlines key project management tasks that are to occur throughout the project.

C.1 Project Plan Development and Management

Tyler will create the project plan for phase one within (sixty) 60 calendar days from the first project planning call, which is to occur after the contract signing. Project plans for phase 2, 3 and 4 shall be completed at least ninety (90) calendar days prior to the start of any Phase 2, 3 or 4 activities Once the project plan is approved by Client, Tyler's project manager will edit and update as necessary as part of regularly scheduled project management meetings with Client's project manager(s).

All project tasks will be assigned owners and due dates which correspond with the overall project schedule. Project Tasks that are not completed by the due date may adversely affect the project schedule and live dates.

	Client Role	Tyler Role
Steering Committee/Regional Manager	• Review project plan	• Review project plan for compliance with SOW
Project Manager	• Work with Tyler project manager to develop project plan	• Take lead in developing project plan
Project Team / Implementation Consultant	• Review project plan	• Review and become familiar with full project plan
Subject Matter Expert / Other	• Identify applicable meetings/deadlines on project plan and plan accordingly	• Identify applicable meetings/deadlines on project plan and plan accordingly

C.1.1 Requirements/Notes

The Project Work Plan will contain:

Project's activities and tasks

Dates of project activities and tasks

Specific resources assigned to project tasks

Detailed Project schedule / Work Breakdown Structure (WBS) featuring phases, deliverables, and work packages

Milestones and Deliverables

Client Review Periods for Milestones and Deliverables

Project Acceptance of Implementation Control Points

Decisions will be made in a timely fashion in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the project schedule as each analysis and implementation session builds on the decisions made in prior sessions

The project plan will be consistent with the SOW

All homework and other activities required of either the Client Project Team or Tyler consultants will be included on the project plan.

C.2 Project Status Reports

Tyler will prepare project status reports every month throughout the project. Project reports are intended for the Client Executive Sponsor, Client Steering Committee, Tyler Executive Oversight, and Tyler Regional Manager and provide the following key elements:

- Project Status
- Summary of accomplishments
- Status of key milestones and deliverables
- Upcoming tasks and schedule
- Assist with Identification Issues/Risks (including issues/risk that may impact project goals)
- Planned risk mitigation strategy
- Summary of change requests.

Tyler Project Managers will also review project progress and status with the project leads and team members for both Tyler and Client on a bi-weekly basis, or more often if deemed necessary by either the Tyler Project Manager or Client Project Managers.

	Client Role	Tyler Role
Steering Committee/Regional Manager	• Review status reports	• Review status reports
Project Manager	• Provide any necessary updates for status reports • Participate in bi-weekly status meetings • Review status reports	• Prepare status reports • Post status report to project SharePoint • Facilitate bi-weekly status meeting
Project Team / Implementation Consultant	• Review status reports • Participate in bi-weekly status meeting if necessary	• Participate in bi-weekly status meeting if necessary
Subject Matter Expert / Other		

C.2.1 Requirements/Notes

The format for the status reports will be mutually agreed as part of the project planning phase of the project.

Client will cooperate and provide information for inclusion on the status report.

Tyler will submit one status report that identifies issues related to the entire project. In the event that Tyler has multiple resources working on the project at one time, the Tyler project manager will coordinate issues and submit one status report.

The Status report will be delivered at least two (2) business days prior to any scheduled Executive Sponsor, Steering Committee, or Project Manager meeting at which the status report is being discussed.

C.3 SharePoint

Tyler will provide a SharePoint site that will serve as the primary collaboration tool for use on the project. The SharePoint site will contain the project plan, all Tyler project documents, any Client project documents, any deliverables, sign offs, change orders or other documents that will be shared with the project team.

	Client Role	Tyler Role
Steering Committee	• Review SharePoint site as necessary	• Review SharePoint site as necessary
Project Manager	• Manager Client information on SharePoint Site	• Manage overall SharePoint site include set up of SharePoint folders
Project Team / Implementation Consultant	• Utilize SharePoint site for project documents (both posting and downloading)	• Utilize SharePoint site for project documents (both posting and downloading)
Subject Matter Expert / Other	• Review SharePoint as necessary	• Post trip reports and other documents as necessary.

C.3.1 Requirements/Notes

As part of the Project Kick Off, The Tyler Project Manager will provide an overview of the SharePoint Site, its organization, included documents and policies for use.

The Client and Tyler will mutually agree upon SharePoint use for the project.

Tyler performs a daily routine backup for all Client SharePoint sites using industry standard backup techniques and processes. Site-specific backup files can be provided as a billable service with a minimum of 4 hours charged for each backup file using the contracted Tyler rate for implementation services. Tyler does not provide SharePoint consulting services to restore provided backup files in client-hosted environment.

C.4 Agendas

Tyler's project manager will provide agendas at least 2 weeks prior to any on-site meeting. Agendas will include:

- Session Title
- Required Attendees
- Prerequisites (eLearning and documents)
- Session Topics
- Requirements (classroom)
- Known homework tasks to be assigned

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Review Agenda • Distribute to Meeting Participants	• Develop agendas • Post agendas to SharePoint
Project Team / Implementation Consultant	• Review Agendas prior to meeting	• Review agendas prior to meeting
Subject Matter Expert / Other	• Review agendas prior to meeting	• Review agendas prior to meeting

C.4.1 Requirements/Notes

- Upon submission of the agenda, Client shall review and provide comments or questions on the agenda within five (5) business days. Tyler shall make any required revisions promptly to allow for appropriate meeting preparation.
- All meeting participants will review meeting agendas prior to the meeting.

C.5 Executive Steering Committee Meetings

The Project Communications Plan developed at the beginning of the project (as part of the implementation management plan) will identify a meeting schedule for the Client Executive Steering Committee. It is expected that the Executive Steering Committee will meet weekly and Client project managers, will prepare the Executive Steering Committee Agenda prior to all scheduled Executive Steering Committee meetings. The Executive Steering Committee agenda will include any issues that require approval at the next meeting. If necessary, Tyler's Project Manager, or Regional Manager may participate in the Executive Steering Committee meeting either in person or by phone.

	Client Role	Tyler Role
Steering Committee / Tyler Regional Manager or Tyler Executive Oversight	• Participate in meetings at least once per every 2 weeks	• Participate in Steering Committees as necessary
Project Manager	• Develop agenda for steering committee meeting	• Participate in Steering Committees as necessary
Project Team / Implementation Consultant		
Subject Matter Expert / Other		

C.5.1 Requirements/Notes

In the event that there are project issues that require Tyler's on-site participation, Client will not be required to reimburse the costs of travel for Tyler's Project Manager, Regional Project Manager, or Tyler Executive Sponsor's on-site participation Client may cancel Executive Steering Committee Meetings if there are not a sufficient number of items to discuss or if items can be deferred until the following meeting.

C.6 Site Reports

Each Tyler resource that is on-site for project activities with Client will provide a site-report and post to the Tyler SharePoint site. All site reports will contain meeting notes, issues, and documentation of any decisions during the visit. Site reports will be completed within one week for each visit. Tyler will be responsible for taking any issues or risks identified in the site reports and adding it to the Issues Log.

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Review site reports	• Review site reports
Project Team / Implementation Consultant	• Review site reports	• Complete site reports
Subject Matter Expert / Other		• Complete site reports

C.6.1 Requirements/Notes

- Any issues identified on the site report will also be identified on the Project Issues Log
- All site reports will be completed no later than one week after completion of a site visit.
- All site reports will be reviewed and edited for quality by the Tyler project manager prior to posting to SharePoint for Client review.
- The Tyler Project Manager will be responsible for ensuring that site reports are complete and accurate.
- Completion of site reports will be part of acceptance criteria for each phase.

C.7 Issues Log and Issue Tracking

Tyler will maintain a list of issues (both open and closed) that have been identified for the project on the SharePoint site. Any project risks, key decisions, issues, disputes, or late tasks shall be identified on the Issues Log.

Upon identification of project issues, risks, and key project decisions both Tyler and Client team members are responsible for adding the issue to the Issues Log. For each identified issue, the following information will be captured:

- Issue Number
- Reported by/date
- Status (i.e. new, open, closed, pending)
- Module/Business Process
- Priority
- Issue
- Comments
- Findings
- Recommendations
- Resolution Assignment
- Date Tested
- Date Closed

Client and Tyler Project Managers will review the Issues Log during project status meetings, or in individual meetings as needed. Client and Tyler Project Managers will collaboratively assign a priority to each issue and identify the individual(s) responsible for facilitating its resolution. During the critical phases of the project, Client and Tyler Project Managers will review the issues log on a daily basis.

Issues identified through the Issues Log will be resolved by the implementation team or the Tyler implementation team will coordinate as necessary with Tyler's internal resources.

	Client Role	Tyler Role
Steering Committee / Tyler Regional Manager	• Serve as point of escalation of issues	• Serve as point of escalation of issues
Project Manager	• Document and review issues	• Document and review issues
Project Team / Implementation Consultant	• Document issues	• Document issues
Subject Matter Expert / Other	• Report issues to Project Manager	• Report issues to Project Manager

	or Project Team Lead	

C.7.1 Requirements/Notes

- At any time during the project, if Client is not satisfied with the level of response from the Tyler Project Managers or Tyler Regional Manager, or if the Tyler Project Manager or Tyler Regional Manager do not have the ability to make key decisions or resolve potential issues, Client will reserve the right to escalate the issue to the Tyler Executive Oversight Team. Tyler's Executive Oversight Team will have responsibility for overall project delivery.

C.8 Risk Management

Client and Tyler will jointly work to identify and communicate risks and identify strategies for mitigating the impacts of project risks.

	Client Role	Tyler Role
Steering Committee	• Address any issues escalated to the Steering Committee level	• Address any issues escalated to the Steering Committee level
Project Manager	• Monitor risks and communicate any identified risks to the Tyler project manager and Steering Committee	• Monitor risks and work with Client project manager to develop risk mitigation plans
Project Team / Implementation Consultant	• Communicate any risks to the Client project manager	• Communicate any risks to the Tyler project manager
Subject Matter Expert / Other		

C.8.1 Requirements/Notes

- Risks will be monitored, recorded, and assessed using an agreed upon methodology in the Tyler Risk Plan. All risks will be actively monitored by both Tyler and Client
- Tyler will have responsibility for maintaining the project risk plan.

C.9 Scope/Contract Change Process

Tyler acknowledges that any scope change proposal that affects the total cost of the project is subject to the Client's policies and must provide adequate time for consideration. Client acknowledges that such scope change proposals may affect the implementation costs, schedule and go-live dates, which will be changed by mutual agreement. All scope change proposals shall be governed by the terms and conditions of the Master Agreement, including adjusting or adding milestone payments where applicable.

C.9.1 Implementation Services Change Process

If Client requires the performance of services, including any implementation, consulting, training, or conversion services that are not then being performed, or requires a change to the existing services, Client's Project Manager shall deliver to the Tyler's Project Managers an implementation services scope change request specifying the proposed work with sufficient detail to enable Tyler to evaluate it. Tyler, within ten (10) business days, or longer as may be mutually agreed between the parties, following the date

of receipt of such change request, shall provide Client with a written scope change proposal containing the following:

- Detailed description of resources (both Tyler and Client) required to perform the change
- Implementation Plans
- Schedule for completion
- Acceptance criteria
- Impact on current milestones and payment schedule
- Impact on project goals and objectives
- Price

C.9.2 Product Enhancement/Change Process

If the Client requires the modification of the products in scope, including any interface not in scope, the Client's Project Manager shall submit the request via the Enhancement Request Process documented on Tyler Community specifying the proposed enhancement with sufficient detail to enable Tyler to evaluate it.
Tyler has two different types of Product Enhancement Requests:

1. Product Suggestions - Suggestions will not be assigned submission numbers, will not be officially tracked and will not receive a response. Throughout the development planning cycle, Tyler's Strategic Review Committees will analyze thousands of suggestions. Tyler will work to identify patterns within the suggestions, which will help us best determine the areas of the product needing to be addressed.

2. Request for Development Quote - Requests are submitted via the Request for Development Quote website, assigned a submission number for tracking purposes and reviewed by our Development Teams. Tyler, within thirty (30) business days, or longer as may be mutually agreed between the parties, following the date of receipt of such change request. If the request is not generally consistent with the current direction of the respective product Tyler will notify Client in writing; otherwise Tyler shall provide Client with a written development scope change proposal containing the following:

    - Specification
    - Schedule for completion
    - Minimum version requirements
    - Any additional implementation services required, such as project management, conversions, forms output and/or training outside of the current project scope
    - Impact on current milestones and payment schedule
    - Impact on project goals and objectives
    - Response Due Date
    - Total cost

    All Request for Development requests will be coordinated and/or approved first by Client Project Manager or other designee and Tyler Project Manager. Development requests will also be identified on the issues log and elevated to Client Executive Team for review at the next Executive Team meeting.

By the Response Due Date Client shall notify Tyler in writing if Client elects to proceed with the Development request. Tyler's Project Manager will submit the approved Development request to Tyler's Contract team to create a contract amendment. Tyler will schedule the work described in the Development change request upon Tyler's receipt of a signed contract amendment. If, by the Response Due, Client gives notice to Tyler not to proceed, or fails to give any notice to Tyler, then the scope change proposal shall be deemed withdrawn and Tyler shall take no further action with respect to it.

	Client Role	Tyler Role
Steering Committee	• Review and approve change proposals	
Project Manager	• Communicate requested changes to Tyler	• Coordinate change process • Communicate requested changes to Client
Project Team / Implementation Consultant	• Communicate issues, risks, and other potential change items to Client project manager	• Communicate issues, risks, and other potential change items to Tyler project manager
Subject Matter Expert / Other		

C.9.3 Requirements/Notes

- Client acknowledges that such scope change proposals may affect the implementation schedule and Go-Live Dates, which will be changed by mutual agreement.
- Within the timeframe specified in Tyler's scope change proposal, which timeframe shall not be less than ten (10) business days from Client Project Managers' receipt of such scope change proposal, Client shall notify Tyler in writing if Client elects to proceed with the change proposal.
- All scope change requests and scope change proposals will be approved first by Client Project Managers and Tyler Project Managers. Scope change requests that impact the project timeline and/or the project milestones, including pricing milestones will also elevated to Client Executive Steering Committee for review

C.10 Deliverable / Milestone Acceptance:

When complete, all deliverables and payment milestones require acceptance from the Client project manager. Upon completion, the Tyler project manager shall notify the Client project manager and provide any necessary documents for review. The Acceptance process is defined in section A.9 of the agreement.

	Client Role	Tyler Role
Steering Committee	• Review any issues escalated from the Client or Tyler project manager	• Review any issues escalated from the Client or Tyler project manager
Project Manager	• Review and accept/reject • Provide feedback on rejections	• Coordinate acceptance process
Project Team / Implementation		

Consultant		
Subject Matter Expert / Other		

C.10.1 Requirements/Notes

- All review periods will be tracked on the project plan
- The Client project manager will have decision authority to approve/reject all project milestones
- The deliverable review period is defined in section A.9 of the agreement. For the project plan (DED 2), the System Design Document (DED 5) and the Static Environment Test Plan (DED 6) shall be ten (10) days.

C.11 Control Point Acceptance

At each control point identified in Section E.2 of the SOW, the Client project manager, and Tyler project manager shall review project progress, project outcomes, deliverables, and current status. Any open issues shall be resolved or decisions made on appropriate plans within five (5) business days after the Control Point Acceptance review, or as mutually agreed upon between the parties, for resolution prior to advancing on in the project. Both Tyler and Client recognize that failure to complete tasks and resolve open issues may have a negative impact on the project.

Both Tyler and Client are required to sign off on the control point acceptance.

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Review control point and upon completion grant sign off	• Review control point and upon completion grant sign off
Project Team / Implementation Consultant		
Subject Matter Expert / Other		

C.11.1 Requirements/Notes

- All control point reviews will be identified on the project plan.
- Any open issues shall be resolved or decisions made on appropriate plans within five (5) business days after the Control Point Acceptance review, or as mutually agreed upon between the parties, for resolution prior to advancing on in the project.
- Both Tyler and Client recognize that failure to complete tasks and resolve open issues may have a negative impact on the project.
- For any tasks not yet complete, Tyler and Client will provide sufficient resources to expedite completion of tasks as to not negatively impact the project.

C.11.2 Deliverable Acceptance

Deliverable Acceptance will be initiated and managed by utilizing the SharePoint workflow approval process.

C.12 Other Project Management Resources

C.12.1 Tyler University

To assist with the knowledge transfer of Tyler's products, Tyler provides a Learning Management System, or LMS, known as Tyler University. Tyler University is loaded with course curriculum and corresponding courses for users of all types. Courses provide step-by-step, interactive eLearning recordings that allows users to enroll and participate in session content on their schedule. Tyler University will be available to the County staff upon installation of Tyler's ERP system. Tyler University is used as part of Tyler's knowledge transfer process to provide module overviews, deliver training prerequisites and to provide concept and training reinforcement.

	County Role	Tyler Role
Project Manager	• Assist with creation of Tyler University user accounts	• Assist with creation of Tyler University user accounts

	County Role	Tyler Role
	• Ensure users are following curriculums • Monitor and communicate user progress to County management staff	• Provide County user progress reports
Project Team / Implementation Consultant	• Complete Tyler University prerequisites prior to attending related knowledge transfer or training courses	• Communicate and identify prerequisite content on Agendas and Site Reports.
Subject Matter Expert / Other	• Complete Tyler University prerequisites prior to attending related knowledge transfer or training courses	

C.12.2 Knowledge Base

Tyler provides a knowledge base website that allows users to search and receive training materials such as videos, step by step documentation, how to documentation, etc. Documentation and Release Notes are included with every new release and are distributed with each new release. Additionally, release notes and documentation are updated within the support knowledgebase. Knowledge base will be available to Client staff at the time of contract signing.

	Client Role	Tyler Role
Steering Committee		
Project Manager		• Provide reference to knowledge base documents
Project Team / Implementation Consultant	• Review prerequisite materials prior to attending related knowledge transfer or training courses	• Provide reference to knowledge base documents
Subject Matter Expert / Other	• Review prerequisite materials prior to attending related knowledge transfer or training courses	

C.12.3 Requirements/Notes

- Tyler will ensure that all referenced knowledge base documents are current and applicable for Client's project.
- References to documents on the knowledge base will be specific and direct Client to specific documents.
- Tyler will provide guidance and demonstrate to Client project team members how to use the Knowledge base and Tyler University to find necessary information.

Section D: Technology Architecture

D.1 Hardware Requirements

Appendix 6: Hardware Requirements outlines the recommended system requirements for servers and client workstations supporting and accessing the Tyler ERP system.

D.2 Environments

As part of the project, Tyler will assist Client in establishing the following environments. All hardware specifications, requirements, and required staffing will support development of all listed environments. During the implementation project, environments will be established separately for each phase.

- Testing
- Training
- Production/Live
- Verification

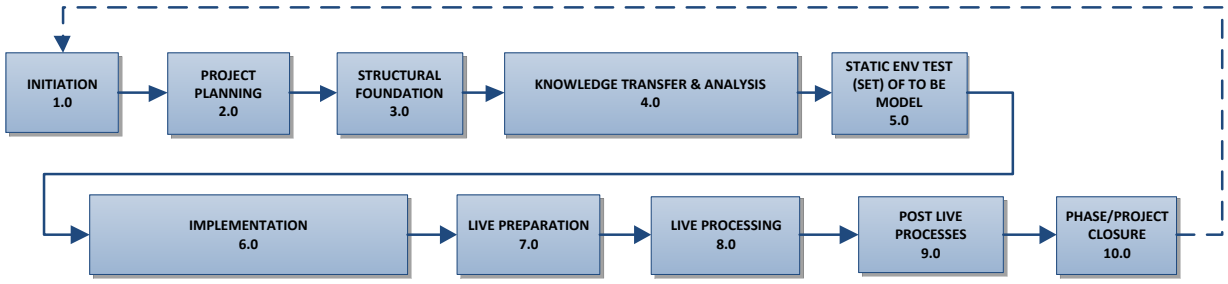
D.3 Key Dates for Hardware Availability

To prevent delays in the implementation schedule, it is the responsibility of Client to have procured and installed all applicable hardware meeting the requirements listed in Section D.1 within calendar 60 days after the effective date of the Agreement. Failure to have necessary hardware within 60 calendar days may result in delay in installing the Tyler software on Client's hardware and may require changes to the implementation schedule.

Section E: Implementation

E.1 Implementation Methodology Overview

Each phase of the project will be implemented using the methodology defined below. Throughout the project methodology, Tyler has established control points (critical review points) to ensure an organization fully understands and accepts the project and to ensure that Tyler is providing quality services to assist in Client's implementation. It is at these check points that organizational stakeholders monitoring the overall project (for both Tyler and Client) must formally accept the project to date. Once there is formal acceptance, the project will proceed to the next phase. Control points are defined in the section below and the process for accepting each is identified in Section C.12. The complete Work Breakdown Structure diagram is attached in Exhibit 4 of the Agreement.



IMPLEMENTATION METHODOLOGY
PROCESS REPEATED FOR EACH PHASE

E.2 Control Points

To ensure quality and adherence to the methodology identified in this SOW, Tyler and Client have identified the following control points that must be formally accepted prior to moving on in the project. Control points are as follows:

Phase	WBS	Control Point	Description
1	2.3	1.1	Client Acceptance of Phase Schedule • Kick-off complete • Implementation Management plans accepted (DED 1-1) • Project Plan accepted and posted to project SharePoint site (DED 1-2) • User Manuals Provided (DED 1-3)
1	5.5	1.2	Chart of Accounts Design Acceptance • Chart of Accounts analysis complete • Chart of Accounts Workbook delivered • Chart of Accounts conversion loaded into Test/Train
1	4.9	1.3	Authorization to Proceed to SET

			• As-is/to-be analysis complete • Data Conversion Plan accepted (DED 1-4) • System design Document completed with initial to-be decisions (DED 1-5) • Static Environment Test plan accepted (DED 1-6)
1	5.6	1.4	Authorization to Proceed to Implementation • Static Environment Test complete • System Design Document updated with to-be decisions (DED 1-5) • Acceptance to load final Chart of Accounts into Live/Production
1	6.8	1.5	Authorization to Proceed to Live Preparation • Training complete for all applicable processes • Go-live planning complete • Authorization to load Tyler Forms Libraries • Pre-live check list accepted (DED 1-8)
1	7.5	1.6	Sign-off to begin Live Processing • Go-live checklist complete • Authorization to load required data conversions into Live/Production • Authorization to begin live processing • Lessons Learned (DED 1-9)
1	10.2	1.7	Phase Closure (Conditional Acceptance) • Post-live training topics scheduled, if applicable • Support transition call complete
2	2.3	2.1	Client Acceptance of Phase Schedule • Kick-off complete • Project Plan accepted and posted to project SharePoint site (DED 2-2) • User Manuals Provided (DED 2-3)
2	4.9	2.2	Authorization to Proceed to SET • As-is/to-be analysis complete • Data Conversion Plan accepted (DED 2-4) • System design Document completed with initial to-be decisions (DED 2-5) • Static Environment Test plan accepted (DED 2-6)
2	5.6	2.3	Authorization to Proceed to Training • Static Environment Test complete • System Design Document updated with to-be decisions (DED 2-5)
2	6.8	2.4	Authorization to Proceed to Live Preparation • Training complete for all applicable processes • Go-live planning complete • Authorization to load Tyler Forms Libraries • Pre-live check list accepted (DED 2-8)

2	7.5	2.5	Sign-off to begin Live Processing • Go-live checklist complete • Authorization to load required data conversions into Live/Production • Authorization to begin live processing • Lessons Learned (DED 2-9)
2	10.2	2.6	Phase Closure (Conditional Acceptance) • Post-live training topics scheduled, if applicable • Support transition call complete
3	2.3	3.1	Client Acceptance of Phase Schedule • Kick-off complete • Project Plan accepted and posted to project SharePoint site (DED 3-2) • User Manuals Provided (DED 3-3)
3	4.9	3.2	Authorization to Proceed to SET • As-is/to-be analysis complete • Data Conversion Plan accepted (DED 3-4) • System design Document completed with initial to-be decisions (DED 3-5) • Static Environment Test plan accepted (DED 3-6)
3	5.6	3.3	Authorization to Proceed to Training • Static Environment Test complete • System Design Document updated with to-be decisions (DED 3-5)
3	6.8	3.4	Authorization to Proceed to Live Preparation • Training complete for all applicable processes • Go-live planning complete • Authorization to load Tyler Forms Libraries • Pre-live check list accepted (DED 3-8)
3	7.5	3.5	Sign-off to begin Live Processing • Go-live checklist complete • Authorization to load required data conversions into Live/Production • Authorization to begin live processing
3	10.2	3.6	Phase Closure (Conditional Acceptance) • Post-live training topics scheduled, if applicable • Support transition call complete
4	2.3	4.1	Client Acceptance of Phase Schedule • Kick-off complete • Project Plan accepted and posted to project SharePoint site (DED 4-2) User Manuals Provided (DED 4-3)
4	4.9	4.2	Authorization to Proceed to SET • As-is/to-be analysis complete • Data Conversion Plan accepted (DED 4-4)

			• System design Document completed with initial to-be decisions (DED 4-5) Static Environment Test plan accepted (DED 4-6)
4	5.6	4.3	Authorization to Proceed to Training • Static Environment Test complete System Design Document updated with to-be decisions (DED 4-5)
4	6.8	4.4	Authorization to Proceed to Live Preparation • Training complete for all applicable processes • Go-live planning complete • Authorization to load Tyler Forms Libraries Pre-live check list accepted (DED 4-8)
4	7.5	4.5	Sign-off to begin Live Processing • Go-live checklist complete • Authorization to load required data conversions into Live/Production • Authorization to begin live processing Lessons Learned (DED 4-9)
4	10.2	4.6	Phase Closure (Conditional Acceptance) • Post-live training topics scheduled, if applicable Support transition call complete

* Note: Client may authorize Tyler to proceed with the project and withhold acceptance of the control point. For the control point to be accepted, all work identified under each must be complete.

E.3 (WBS 1.0) Project Initiation

During this step, Tyler and Client will begin working to plan the project kick off meeting. The kick off will be scheduled and completed no later than sixty calendar (60) days after contract signing, During the kick off, Tyler's project team will meet Client's project team and discuss project expectations and policies.

E.3.1 Task – Project Kick Off

	Client Role	Tyler Role
Steering Committee	• Participate in kick off meeting	
Project Manager	• Review SOW • Coordinate kick off meeting	• Review SOW • Coordinate kick off meeting
Project Team / Implementation Consultant	• Review SOW • Participate in kick off meeting	• Review SOW • Participate in kick off meeting
Subject Matter Expert / Other	• Participate in kick off meeting	

E.3.2 Requirements/Notes

- All Tyler project managers and implementation consultants will become familiar with the contract, SOW, and any applicable Client policies.
- The kick off meeting presentation will be a collaborative effort between Client and Tyler
- Tyler will lead development of the kick off presentation (Client to provide input) and the kick off presentation will be developed specific to the Client project (not a generic kick off PowerPoint template).
- Kick Off meetings will occur prior to the beginning of each phase.

E.3.3 Outcomes/Deliverables

- Deliverables:

- Project Outcomes:
  - Introduction of all key project team members
  - All project team members understand project and contract requirements
  - Client project team members understand Tyler implementation approach

E.4 (WBS 2.0) Project Planning

Client and Tyler will work to develop customized project plans and implementation management plans that document key project management processes and policies. The project management plans will establish project policies for the duration of the project and be consistent across all phases of the project. Overall project planning will occur at the beginning of the project for all phases and the implementation management plan (DED-1) will be developed to cover all phases. As part of the implementation management plan tasks Tyler will provide change management training. The project plan, as defined in Section C.1 will occur in phases

E.4.1 Develop Implementation Management Plans

	Client Role	Tyler Role
Steering Committee	• See DED 1	• See DED 1
Project Manager	• See DED 1	• See DED 1
Project Team / Implementation Consultant	• See DED 1	• See DED 1
Subject Matter Expert / Other	• See DED 1	• See DED 1

E.4.2 Develop Project Plan

	Client Role	Tyler Role
Steering Committee	• See Section C.1	• See Section C.1
Project Manager	• See Section C.1	• See Section C.1
Project Team / Implementation Consultant	• See Section C.1	• See Section C.1

Subject Matter Expert / Other	• See Section C.1	• See Section C.1

E.4.3 Requirements/Notes

- Project Planning will occur in full during Phase 1. For subsequent phases, the Tyler project manager and Client project manager will review plans and make any necessary changes, as applicable.

E.4.4 Outcomes/Deliverables

- Deliverables:
  - Deliverable 1: Implementation Management Plans (DED 1)
  - Deliverable 2: Project Plan/Schedule (DED 2)
  - Deliverable 3: Standard Tyler Munis User Manuals (DED 3)

- Project Outcomes:
  - Project Plan Complete
  - Project Plan Includes Full Scope of Project and is Consistent with SOW Tasks
  - Implementation Plans complete and all project stakeholders understand key project management processes and roles throughout the project.

- Control Point(s):
  - Phase Schedule Accepted

E.5 (WBS 3.0) Structural Foundation

The Structural Foundation includes tasks required to start a Munis implementation.

E.5.1 Chart of Accounts (CoA) design

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	• Build CoA Spreadsheet • Review and confirm CoA in spreadsheet was loaded correctly • Load converted CoA into Munis	• Discuss CoA options • Facilitate discussions on CoA Best practices • Demonstrate CoA options in Munis • Train Client on preparing CoA Spreadsheet • Review and validate CoA spreadsheet
Subject Matter Expert / Other		

E.5.2 Software installation

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Coordinate software installation activities	• Coordinate software installation activities
Project Team / Implementation Consultant		
Technical Team	• Assist with install	• Install software

E.5.3 Initial System Administration Training.

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Schedule training attendees	• Coordinate Training
Project Team / Implementation Consultant	• Attend Training	• Provide Training • Provide training materials/documentation
Subject Matter Expert / Other	• Attend Training (Client Technical Team)	

E.5.4 Requirements/Notes

- With the exception of project team training, Structural foundation will only occur for Phase 1

Chart of Accounts

- Client will complete the Tyler Munis CoA workbook as instructed by Tyler consultants
- Tyler consultants will explain and follow up on any Client questions related to most applicable configurations of the CoA.
- Tyler consultants will review all federal, grantor, or other requirements for the Client chart of accounts and ensure that the set up will be sufficient to handle any reporting, tracking, or budgeting needs of Client.

Installation

- Tyler will install any third party software included as part of the scope of the project phase

System Admin Training

- System admin training will be provided for the Client Technical Team and select members of the Client Project Team.

E.5.5 Outcomes/Deliverables

- Deliverables:
  - N/A

- Project Outcomes:
  - Munis successfully installed and system installation accepted by Client
  - Project team members trained on standard Munis features

    - Chart of accounts defined and loaded into Munis.
- Control Point(s):
    - Chart of Accounts Design Acceptance

E.6 (WBS 4.0) Knowledge Transfer

Knowledge transfer for the project includes tasks necessary to, conduct an as-is analysis, provide to-be demonstrations, and document system set-up decisions. As part of the as-is analysis, Tyler will review all in scope items (both functional and organizational) scope to best assess how the Client should be configuring Munis. Prior to the project, Client completed detailed as-is process maps. Tyler consultants will review all Client documentation and be familiar with current processes prior to analysis meetings. As-is analysis is intended to review detailed Client needs and how Munis would be configured to meet these needs.

E.6.1 As-Is Analysis

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	• Complete process questionnaires • Participate in As-Is Sessions	• Review Client project documentation • Review as-is process maps • Provide process questionnaires • Conduct analysis of Client business processes • Identify detailed configuration requirements • Review inventory of processing, configuration and data flow options
Subject Matter Expert / Other	• Participate in As-Is Sessions	

E.6.2 Data Conversion Analysis

Tyler consultants will complete a data conversion analysis. During the analysis current data systems will be reviewed and consultants will determine with Client staff a plan for data conversion. Data conversion plan will include:

- Scope of data conversion
- Level of detail converted
- Historical data converted
- Identification of current data sources
- Strategy and timing for data conversion

Tyler will provide detailed Conversion schemas as a guide to the types of data that can be converted, the specific fields available in Munis and other significant information. These schemas are distributed for all purchased conversions and help guide the data mapping process.

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	• Make decisions on data conversion plans • Identify current data to be converted	• Review contracted data conversions • Review current data • Provide recommendations for data conversion
Subject Matter Expert / Other	• Identify current data to be converted	

E.6.3 Security Analysis

Application security needs are defined during analysis. All user access roles and permissions are reviewed and options are discussed and implemented along with their particular module. Tyler will conduct the security analysis for all the types of users being implemented within each phase. As part of the security analysis, Tyler will deliver a security matrix to assist Client to identify appropriate permissions and roles needed to meet Client business processes.

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	• Attend meetings • Make security decisions • Document security decisions in security matrix	• Review Client business process and facilitate process to define user access roles and permissions • Identify correct Munis security features to match to Client business process decisions
Subject Matter Expert / Other		

E.6.4 Workflow Analysis

Workflow business rules are defined during analysis and users will be trained to set up all workflow functionality to accommodate Client's business practices. All available workflow options are discussed and implemented along with their particular module analysis and setup training sessions. Tyler will conduct the workflow analysis for all workflows applicable to the modules being implemented and processes decided upon. As part of the workflow analysis, Tyler will deliver a workflow matrix to assist Client to identify appropriate workflow roles and processes configurations to meet Client business processes.

	Client Role	Tyler Role

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	• Attend meetings • Make workflow decisions • Document workflow decisions in workflow matrix	• Review Client business process and facilitate process to define new Munis workflows • Identify correct Munis workflow features to match to Client business process decisions
Subject Matter Expert / Other		

E.6.5 Custom Interface Analysis

Custom Interfaces involve creating custom layout, web services, etc. for the purpose of receiving, sending, or exchanging data between Munis and a third party system.

So long as the 3rd party system integrating with Munis can use the existing Munis formats / methods, then programming charges will not be required. However, if Tyler needs to change any of its formats to meet the needs of 3rd party products, the desired changes would follow the process outlined in the Scope/Contract Change Process section.

Tyler will train on the standard import and export functionality within the contracted modules, as needed.

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	• Identify requirements for interfaces • Coordinate third party interface needs/development • Document Interface	• Review existing standard interface options within Munis
Subject Matter Expert / Other		

E.6.6 Program Modifications Analysis

Program customizations or modifications ("Program Modifications") require changes or additions in program functionality in order to affect some new, desired result within the Munis programs. No program modifications have been identified and contracted in the scope of this project. Desired changes would follow the process outlined in the Scope/Contract Change Process section.

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	• See DED 07	• See DED 07
Subject Matter Expert / Other		

E.6.7 To-Be Decisions

	Client Role	Tyler Role
Steering Committee	• Review business process decisions • Make decisions elevated to steering committee	
Project Manager		
Project Team / Implementation Consultant	• Make decisions on business process • Document system design decisions • Develop customized user documentation • Conduct internal meetings to review design decisions for Static Environment Test	• Conduct analysis of desired process changes • Review available options • Review module parameters, code configurations and work flow options • Conduct analysis of set up tables codes and parameters • Review Munis set up options to facilitate to-be decisions • Prepare System Design Document (DED –5)
Subject Matter Expert / Other		

E.6.8 Requirements/Notes

- All project decisions will be documented in a system design document (DED 5).
- Project decisions and system design documentation will reference the Client functional requirements

E.6.9 Outcomes/Deliverables

- Deliverable(s):
  - Data Conversion Plan (DED 4)
  - System Design Document (DED 5)
    - Workflow Matrix
    - Security Matrix
  - Modification Specifications, if applicable (DED 7)

- Project Outcomes:
  - Review and analysis of all Client business processes in scope for project
  - Client and Tyler review of best practice recommendations and decision on to-be process
  - Client makes all necessary business process and configuration decisions
  - Tyler documents all Munis set up decisions in system design document

- Control Point(s):
    - Authorization to Proceed to Static Environment Test

E.7 (WBS 5.0) Static Environment Test (SET)

The Static Environment Test (SET) is designed to test and prove the process decisions made during business process consulting. This test is completed on a clean database with a subset of hand entered (not converted) data provided by Client. This ensures that Client is familiar with the data being tested and is able to verify the processes as the test is conducted by Tyler staff. After the SET is complete, implementation activities such as conversions, core user training and testing will begin.

For the payroll phase of the project, SET will occur after initial set up table training and training on how to build employees. This will allow Client Core Users to view the process using their actual set up and data, and to make process decisions based on the required set up. The first pass of the employee master and deductions may also be done prior to the SET. The Tyler Project Manager will include all activities and their timing in the payroll phase project plan.

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	• Prepare/gather test data • Review and provide feedback on SET test script • Participate in SET Test Session • Assess project decisions and validate/correct project decisions. • Revise system design document as required. • Re-perform SET Test for any changes to major decisions	• Develop SET Test Script (DED 6) • Facilitate and lead SET Test • Document results from SET Test • Re-perform SET Test for any changes to major decisions • Send forms output data to Tyler Forms team for each form in the scope of the respective Phase.
Subject Matter Expert / Other		

E.7.1 Requirements / Notes

- The Static Environment Test will be used to test business and configuration decisions. After the Static Environment Test, items that Client identified as open issues will be re-evaluated, new decisions made, and the items re-tested.
- The Static Environment Tests will be organized by module, but will include all necessary cross module processes so that Client can evaluate the integration between modules and its impact on business processes.

E.7.2 Outcomes/Deliverables

- Deliverable(s):
    - Static Environment Test Plan (DED 6)

- Project Outcomes:
  - Major business process and Munis set up decisions are tested and validated.
  - Forms output data sent to Tyler Forms to begin the forms design process
  - Client ready to begin full configuration of Munis consistent with DED 5: System design document
- Control Point(s):
  - Authorization to Proceed to Implementation

E.8 (WBS 6.0) Implementation

The implementation process includes table building and setup, data conversion and proofing, forms design and testing, modifications and interface testing, core user training, and parallel processing or process testing.

E.8.1 Table Building and Set Up

Tyler will train Client on all system set up tables (codes, global settings, user permissions, etc.). Client is responsible for entering codes into the live Munis database, as instructed.

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	• Client builds Set Up tables • Client builds Workflow	• Train Client on completion of Set Up Tables according to analysis sessions • Train Client on Workflow completion
Subject Matter Expert / Other		

E.8.2 Data Conversion and Proofing

Tyler will train Client on the use of all programs needed to proof conversion data. That includes maintenance, inquiry, and reporting programs. Tyler will assist Client on all initial conversion passes so that Client has the necessary knowledge and tools to proof conversion data. Client is responsible for proofing conversion data and signing off before the conversions are loaded into LIVE.
Tyler will provide detailed Conversion schemas as a guide to the types of data that can be converted, the specific fields available in Munis and other significant information. These schemas are distributed for all purchased conversions and help guide the data mapping process.

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation	• Client pulls data from legacy	• Train Client on methods for

Consultant	system (-) • Client produces balancing reports • Client documents and submits needed corrections to conversion	validating converted data in Munis
Subject Matter Expert / Other	• Client pulls data from legacy system (-) • Client produces balancing reports • Client is responsible for producing reports from the legacy system at the time of data extraction. These reports are critical for use during conversion validation • Load all conversion passes as directed by Tyler PM • Tyler will produce an error report outlining errors that result from running Client's data through the conversion program. Client is responsible for reviewing the report and investigating solutions • Client validates converted data using error reports, balancing reports, etc.	• Prepare system parameters and codes to align with data mapping • Write and execute program to convert submitted data according to crosswalk • Through analysis, fields in legacy systems and Munis will be outlined for conversion. Tyler staff will use best efforts to direct Client on the legacy source files and desired fields for conversion mapping • Tyler will program conversion programs according to the accepted file submission layout.

E.8.3 Forms Design and Proofing

Using the data extracted during the Static Environment Test process, output data is sent to Tyler's Forms Design team to create proofs for each of the forms in scope for the respective Phase. Tyler's Forms Team merges the data according to the decisions and options from the Forms Kits. The proofs are sent back to Client in an iterative process to review for accuracy or report any necessary adjustments. Once Form proofs have has been accepted and forms are loaded on Client's server, testing continues throughout the balance of the implementation. The goal, at a minimum, is to print forms as part of SME training so that both the content and process are validated repeatedly.

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Client accepts form design and authorizes installation	
Project Team / Implementation Consultant	• Client fills out Tyler Forms Kits • Client validates form design, content and layout • Submit forms to bank for approval.	• Assist in data mapping questions • Assist in issue resolution
Subject Matter Expert / Other		• Tyler Forms creates form designs from Client mock-ups • Tyler Forms merges data from To-

		Be Test with Form designs • Tyler sends form design proofs for review and acceptance • Tyler Forms installs Forms Server on client Forms server • Tyler installs Forms Library on client forms server

E.8.4 Program Modifications/Interfaces

In the event of an approved Scope Change involving a Program modification or interface, Tyler will provide all in scope program modifications and interfaces according to the timelines mutually agreed to and documented on the project plan. Upon receipt of the program modification or interfaces, Tyler consultants will initially test the program modification or interface to ensure it meets the specifications identified in DED 7 and then submit to Client for additional testing.

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Modification sign off	• Coordinate sign off
Project Team / Implementation Consultant	• Client will validate performance of customization through repeated unit testing as well as process testing throughout implementation	
Subject Matter Expert / Other		• Tyler will program changes as outlined in the signed specification document. Changes subsequent to sign-off will be considered out of scope and may require repetition of previous steps • Tyler's QA team will test customization within applicable, impacted modules • Tyler will deliver and demonstrate customization as scheduled. Demonstration will include validating compliance with written specification • Programs will be developed to import/export Tyler data in format required • A document is created describing the interface and how to utilize it

E.8.5 SME Training

Tyler will train all Client SMEs to perform ongoing training of Decentralized End Users. Tyler will conduct end user training for mutually agreed to knowledge transfer plan based on the user counts in Exhibit I for a total of up to 106 days of Tyler led end user training sessions.

The Tyler Project Manager will provide a proposed training schedule based on target live dates and availability of resources (Tyler Implementation Consultants, Client trainees, training room, etc.).

- Client Project Manager/Team will be trained according to the schedule developed by the Tyler Project Manager for the Education Plan detailed in the Tyler Implementation Management Plan (DED-01).

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	• Attend training on completing Trial Run/Parallel processes • Complete Trial Run/Parallel process steps, identify discrepancies and correct	• Perform test of Tyler Forms through process testing and training • Train Project Team Leads/Subject Matter Experts on applicable Munis processing • Train Client on completing Trial Run/Parallel processes • Train Client on process of printing and testing forms
Subject Matter Expert / Other	• Attend Training • Complete Trial Run/Parallel process steps, identify discrepancies and correct	
Project Team/Change Management Leads	• Attend Change Management Coach sessions	•

E.8.6 Report Training

Training will be conducted during all phases of the implementation on Tyler reporting Tyler will conduct end user training for mutually agreed to knowledge transfer plan based on the user counts in Exhibit I for a total of up to 106 days of Tyler led end user training sessions.

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Coordinate report training	
Project Team / Implementation Consultant	• Attend report training	• Conduct report training
Subject Matter Expert / Other	• Attend report training	
End Users	• Attend report training	

E.8.7 Requirements / Notes

- **Table Building and Set Up –**
  - All homework tasks will be listed on the project plan

- **Data Conversion -** Tyler makes the following assumptions in providing a fixed-price data conversion approach:

- Legacy system data to be converted is provided in a non-proprietary format, such as fixed ASCII, CSV or character-delimited files
- Each legacy system data file submitted for conversion includes all associated records in a single file layout
- Each legacy system data file layout submitted for conversion remains static for all subsequent data submissions, unless mutually agreed upon in advance of the change.
- Legacy system data validation and control reports are provided with each data submission to ensure data files are complete and accurate
- Conversion validation is performed after each pass of converted data is loaded into a testing database. Use of control reports, filtering techniques, comparison reports and visual inspection are all part of this process. The purpose is to identify all issues with data, whether due to mapping inconsistencies, source data issues, data submission content or conversion programming errors. Client must review and provide authorization to proceed to final conversions before the pre-live period so that final conversion submissions have little or no risk of data or conversion programming issues. This authorization to proceed is necessary prior to live processing as the last step before data is loaded in the live database and live processing begins. This testing is part of pre-live assessment.
- Tyler will program conversion programs according to the accepted file submission layout. This layout must be maintained consistently for all future data submissions.

- **Forms Design**
  - Client must receive bank approval for all check forms a minimum of thirty (30) calendar days before live processing. This testing is part of pre-live assessment.
- **Program Modifications/Interfaces**
  - Tyler will provide a separate DED 7 for each contracted program modification
- **SME Training**
  - Training documents and videos used as prerequisites for the sessions will be referenced on the agendas and available on the SharePoint site or linked to our Knowledge Base for easy access by attendees. Client will be responsible for printing the necessary documents for the users, as needed.
  - Prior to scheduled training sessions, all users must have access to the Munis training environment. The users must have logins established and know how to access the training environment.
  - Navigational Videos - Tyler will provide Knowledgebase URL links to any referenced or required Munis navigational videos to Client.

E.8.8 Outcomes/Deliverables

- Deliverable:
  - None

- Project Outcomes:
  - Munis system has been configured to meet the functional requirements, SOW, and System Design Document (DED 5).

- Control Point(s):
  - Authorization to Proceed to Live Preparation

E.9 (WBS 7.0) Live Preparation

This step allows the Project Team to review the status of the project and its readiness to go live on plan. As part of live preparation, Client will complete user acceptance testing (Conditional Acceptance), end user training, final data conversions, and prepare a pre-live checklist.

E.9.1 User Acceptance Testing

User Acceptance testing is conducted both leading up to and following end-user training. While some recommend that user acceptance testing is all performed post end-user training, Tyler supports incremental user acceptance testing through trial run processing in Financials and parallel processing in Payroll and Human Resources. Early trial runs and parallels will most likely not involve end-users, once again isolating them from any issues that may be discovered through the process. Once processes are stabilized and can be completed without significant error, the user acceptance testing will expand to include End Users. Once the implementation project is complete, Client will have sufficient time as identified in the agreement to conduct full user acceptance testing and grant Conditional Acceptance prior to go-live.

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Coordinate User Acceptance Test	
Project Team / Implementation Consultant	• Conduct User Acceptance Test	
Subject Matter Expert / Other		

E.9.2 End User Training

Tyler will conduct end user training for mutually agreed to knowledge transfer plan based on the user counts in Exhibit I for a total of up to 106 days of Tyler led end user training sessions.

E.9.3 End User Training

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Coordinate all logistics for End User Training	• Provide template training materials and template training agendas
Project Team / Implementation Consultant	•	• Schedule and track completion of training on the project plan • Develop training materials • Train End Users • Train End Users – based on additional days in investment summary
Subject Matter Expert / Other	• Attend Training	

End Users	• Attend Training	

E.9.4 Pre-Live Planning

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Meet to outline go-live steps, requirements and assignments • Evaluate readiness of Client staff to perform live process from training and change management prospective	• Meet to outline go-live steps, requirements and assignments • Evaluate readiness of Client staff to perform live process from training and change management prospective
Project Team / Implementation Consultant		
Subject Matter Expert / Other	• Client performs any desired stress testing	

E.9.5 Final Data Conversions

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Client ceases activities in applicable legacy applications	
Project Team / Implementation Consultant	• Client ceases activities in applicable legacy applications	
Subject Matter Expert / Other	• Client ceases activities in applicable legacy applications • Client pulls Final Conversion data and submits to Tyler • Client validates converted data using error reports, balancing reports, etc. • Client accepts final conversions and authorizes them to be loaded in Live Database • Load data into Live environment	• Execute program to convert submitted final data according to crosswalk • Work with Client to confirm readiness to load data into Live environment

E.9.6 Requirements / Notes

User Acceptance

- User Acceptance periods will be scheduled in the project plan. Prior to User Acceptance, the system will be configured to meet all functional requirements.

End User Training

- End User Training will occur after Conditional Acceptance has been granted. There are 46 additional days in the investment summary, additionally the Client will be purchasing "Not to

Exceed" services, for Tyler to create training material and deliver the end user training sessions across the phases.

- Prior to scheduled training sessions, the Tyler and Client will make sure the following prerequisites are met:
    - Training Database - All users must have access to the Munis training environment. The users must have logins established and know how to access the training environment.
    - Navigational Videos - Tyler will provide Munis navigational videos to Client. The videos are accessible in Tyler's Knowledge Base. The videos demonstrate basic Munis functions including: menu navigation, table/screen navigation, add/update/output, search, browse data records and the Munis toolbar.

Pre-Live Planning:

- NA

Final Data Conversions

- NA

E.9.7 Outcomes/Deliverables

- Deliverable(s):
    - Pre-Live Checklist (DED 8)

- Project Outcomes:

    - All end-users included in training plan are trained on system and business processes
    - Client makes decision to go-live
    - Client grants conditional acceptance of the system

- Control Point(s):
    - Signoff to Begin Live Processing

E.10 (WBS 8.0) Live Processing

Upon the decision to go-live, Tyler's consultants will assist Client users in entering and completing transactions in the Live system as well as troubleshooting assistance for desired setup changes or data conversion issues.

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant		• Provide go-live assistance • Provide setup and data conversion troubleshooting
Subject Matter Expert / Other	• Client users utilize Munis for live processing	

E.10.1 Requirements / Notes

- Client will track any open issues or new issues though the issues log during Live Processing.

E.10.2 Outcomes/Deliverables

- Deliverable
  - NA

- Project Outcomes:
  - Client is using Munis for live processing

E.11 (WBS 9.0) Post Live Process

After Client is using the system for live processing, Tyler will provide additional training using actual Client-processed data as outlined in the Requirements/Notes. A review of System Design document is done to ensure that the processes put into place using the Munis system are being adhered to, or adjusted as necessary.

Client, with input and assistance from the Tyler, will be responsible to execute against the post-go-live support plan and provide post go-live support in order to complete the conversion to Munis. This will include functional and technical assistance from Tyler in the following areas, per phase:

- Problem analysis and resolution
- Problem tracking
- Guidance and mentoring to Client staff who provide Munis application support functions and user help desk support (problem resolution)
- Respond to help requests and resolve system defects
- Coaching users on use of the new system
- Support and direct assistance for business owner departments (Finance, Procurement, Benefits, Human Resources, Information Technology, etc.)
- Provide proactive support and special attention to processes and departments for functions that are run for the first time during the post go-live period and any functions that are executed for the first time after the go-live period

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	• Review policy and procedure decisions	• On-site to resolve issues • Train Client on SSRS Reporting Tools • Facilitate review of policy and produce decisions • Provide training on reconciliation process
Subject Matter Expert / Other	• Client users utilize Munis for live processing • Record issues as identified	• Provide custom reports that are in-scope

E.11.1 Requirements / Notes

- Within the proposed go-live milestone and through coordination with Client for the post-live plan, Tyler will provide post-go live support after go-live for each project phase.
- Tyler, within the proposed go-live milestone, will also provide post-go live support for all key processes that are run for the first time outside of the initial post go-live support period. Such events include:
    - Fiscal Year End Activities
    - End of Year Payroll and 1099 Activities
    - Benefits Open Enrollment
    - Budget Development
- On-site or scheduled training sessions will be budgeted for and entered into the project plan. Non-scheduled support will also be available through Tyler Technical Support.
- Additional assistance beyond the phase/project closure will be considered out of scope and will require a change order or purchase order for additional services. Additional assistance beyond that specified here will be considered out of scope and will require a change order.

E.11.2 Outcomes/Deliverables

- Deliverable(s):
    - Lessons Learned (DED 9)

E.12 (WBS 10.0) Phase Closure

This process allows for a formal transition to the Munis support team and a review of the lessons learned during this phase of the project in order to use these lessons on other phases or projects within Client or at Tyler. Lessons learned will be gathered and documented at each status meeting, and the final lessons learned document will include the lessons documented throughout the project phase.

	Client Role	Tyler Role
Steering Committee	• Grant final acceptance	
Project Manager	• Coordinate final acceptance process • Grant final acceptance for the phase	• Initiate transition to support • Facilitate Lessons Learned discussion and develop lessons learned document
Project Team / Implementation Consultant	• Perform final user acceptance testing • Document issues	• Troubleshoot and resolve issues related to user acceptance testing
Subject Matter Expert / Other		

E.12.1 Requirements / Notes

- Tyler's consultants will perform training on the identified post-live processes.
- Client-authorized users shall document and report issues through the provided Tyler support resources

E.12.2 Outcomes/Deliverables

- Project Outcomes:
    - Implemented system and Project satisfy all SOW terms and functional requirements as defined in Exhibit G of the Agreement
    - Transitioned to Tyler Support
    - Final Acceptance

- Control Point:
    - Acceptance of Project/Phase Closure

Section F: Homework Requirements

The following outlines major expectations, requirements and, activities surrounding the implementation of the Munis solution:

- Tyler will provide in writing to Client the trainee prerequisites that must be completed prior to conducting all implementation or training sessions. All prerequisites will be identified on the project plan and communicated to Client in agenda's for each implementation or training session.
- Tyler will provide in writing to Client project manager after each training or implementation session what tasks that must be completed prior to Tyler personnel returning to the site. These tasks will be shown on the site report after each site visit and posted on the project SharePoint site. All tasks will also be listed on the project plan.
- Homework assignments and tasks will also be listed on the Project Plan along with due date and owner
- Typical homework items are as follows:
    - Complete set up of tables and codes based on training conducted
    - Practice on processes learned
    - Review any delivered documents prior to attending scheduled training session
- Should Client not be able to complete communicated prerequisites or tasks, the Client project manager is to bring it to the attention of the Tyler Project Manager immediately so that assistance can be offered or scheduling be revised.

Section G: Facility Requirements

The following outlines Client's requirements for providing a suitable work location to be used by the project.

- Client will provide a room to be used as a training lab for Tyler staff to transfer knowledge to Client resources as well as a place for Client staff to practice what they have learned.
- The room is to be set up in a classroom setting. The number of workstations in the room is to be determined by Client. It is Tyler's recommendation that every person attending a scheduled session with a Tyler Implementer have their own workstation; however, Tyler requires that there be no more than two people at a given workstation.
- A workstation is to consist of a computer that has access to the Munis training/test database and a printer.
- Client is to provide a workstation that connects to Munis for the Tyler trainer conducting the session. The computer must be linked to a projector so everyone attending the session is able to follow the information being communicated.
- In addition to computers and a printer, it is recommended that a phone be available in the room as well as a white board with markers and eraser.
- Client is responsible to schedule the training room for the sessions conducted by Tyler staff.
- Should phases overlap, it may be necessary to make multiple training facilities available.

Section H: Appendix

Appendix 1: Intentionally Omitted

Appendix 5: Deliverable Expectation Document

A description of each summary deliverable is provided below. All deliverables will be provided electronically in the format used to prepare the deliverable (example: Microsoft Word, Excel) to allow for updates and revisions.

Deliverable Number: DED-1 (1-1)	
Deliverable Name: Implementation Management Plans	**Phase:** CROSS ALL PHASES
Objective: To provide procedures for project management and managing changes to the project scope, schedule or budget.	
Scope: Customized management plans to reflect Client's specific project approach. Management plans will document specific project management processes that are agreed upon between Client and Tyler project manager. As part of project planning, the Tyler project manager will review the SOW and contract with Client. The management plan will include all information and procedures for all phases of the project.	
Format: Microsoft Word	

Outline:

Resource Management Plan

- Identify Tyler resources on project and specific roles/tasks for the project
- Identify Client resources and what meetings/roles/tasks each needs to be included on
- Determine method for identifying/communicating on-site resources

Communication Management Plan

- Definition of Project Communications
- Communication Methods
- Key Stakeholders / Audiences for Each Communication
- Frequency of Communications
- Roles and Responsibilities

Risk Management Plan

- Definition of Risks
- Risk Assessment Methodology
- Risk Documentation

Quality/Testing Management Plan

- Testing Process
- Testing Criteria
- Process for Resolving Testing Issues
- Quality Review Process / Deliverable Quality Review
- Overall Project Quality Standards

Schedule Management Plan

- Identify process for making adjustments to schedule

Change Management Plan

- Review Change Management Strategy tools
- Identification of project concerns, risks and issues
- Determine the types, frequency and delivery of communications
- Identify Client resources and what meetings/roles/tasks each needs to be included on

Education Management Plan

Deliverable Number: DED-1 (1-1)

- Software/Hardware
  - How many databases will be utilized?
  - Will we establish a Financials Training environment separate from Payroll?
  - Who will refresh the training database?
  - Will a second server be utilized?

- Facilities
  - How many training rooms will be utilized?
  - Where are the training rooms?
  - How many workstations will be in each training room?
  - How many printers will be in each training room?
  - Other training room requirements (white board, phone, etc.)
  - Who will schedule the training room?

- Staff
  - How many students per teacher?
  - How many students per workstation?
  - What are the hours of training?
  - Who will be trained on each Munis application?
  - Who will take attendance?
  - Will management be present for each session?
  - Who will train the end-users Munis versus Project Team Leads)?

- Schedule
  - Who will determine the exact days for training?
  - Who will notify staff members?
  - How far in advance will the training schedule be built?

- Quality Control
  - How will Client determine if attendees have learned required training outcomes?
  - How will follow up training be administered?

Client Role:

- Attend project planning sessions scheduled by Tyler
- All project team members will participate in the development of these plans.

Tyler Role:

- Tyler will lead development of the plans and will have responsibility for documenting all decisions as part of the deliverable.

Acceptance Criteria:

- Client project team has read, understands, and agrees with the procedures and schedules within the Implementation Management Plan
- The deliverable contains all the components specified in the Outline of this DED and the SOW
- The respective Tyler and Client project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-02 (1-2, 2-2, 3-2, 4-2)	
Deliverable Name: Project Plan / Schedule	**Phase:** ALL
Objective: Task list with owners and due dates for successful completion of the project.	
Scope: See SOW Section C.1	
Format: Initially developed and maintained on the Project SharePoint site. Tyler is currently testing the use and integration of MS Project with SharePoint. If the testing is complete and successful during Client's implementation, Tyler will consider the transition of this deliverable to be in MS Project.	
Outline: The project plan will follow the Tyler Implementation Methodology WBS and contain all WBS tasks, tasks necessary for completion of WBS tasks, deliverables, milestones, review/acceptance periods, and other key project events.	
Client Role: • Review project plan • Contribute information necessary to complete and maintain project plan	
Tyler Role: • Provide initial on-site and remote session schedule to client for approval • Create project plan • Post project plan to Project SharePoint site	
Acceptance Criteria: • The client signs off on the project plan and schedule • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.	

Deliverable Number: DED-03 (1-3, 2-3, 3-3, 4-3)	
Deliverable Name: User Manuals	**Phase:** 1,2,3,4
Objective: Provide documentation on standard Munis functions	
Scope: Comprehensive user manuals for all Tyler modules purchased.	
Format: MS Word	
Outline: • Overview of module • Detailed description of how to generally complete tasks in Munis • Identification of options, fields, and functions built into the Munis software.	
Client Role: • Review User Materials • Update materials with Client-specific steps and processes	

Deliverable Number: DED-03 (1-3, 2-3, 3-3, 4-3)
Tyler Role: • Provide training manuals on SharePoint.
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED and the SOW • The training materials will be updated to reflect current features and functions in the software version that Client is implementing. • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-04 (1-4, 2-4, 3-4, 4-4)	
Deliverable Name: Data Conversion Plan	**Phase:** 1,2,3,4
Objective: Document conversion option decisions, timelines, tasks and validation methods.	
Scope: All conversions listed in Section A.5 that Client chooses to convert. As analysis sessions occur, the plan will be updated with scope of conversions, years of history, and fields to convert.	
Format: MS Excel	
Outline: • Conversion options to be exercised • Conversion options not to be completed, with description of change order action • Timelines for each conversion option • Reports and data validation recommendations	
Client Role: • Attend conversion and applicable module analysis sessions • Participate in planning discussions • Review and accept the conversion plan	
Tyler Role: • Provide conversion analysis • Provide conversion specifications and guidelines • Provide guidance on proofing methods and tools • Create and provide the conversion plan	
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • Data has been proofed and accepted in a test environment by the client. • The deliverable is free of formatting and spelling errors.	

Deliverable Number: DED-05 (1-5, 2-5, 3-5, 4-5)	
Deliverable Name: System Design Document	**Phase:** 1, 2, 3, 4
Objective: To document the decisions and processes resulting from analysis and identify how Client will use the Munis system.	
Scope: Detailed review of each in scope functional area, module, and business process to identify the current needs, business process requirements, business process and Munis configuration decisions, and detailed set-up notes for how Munis will be used. The document is to contain workflow, and security information where applicable.	
Format: MS Word and/or MS Excel	
Sample Outline: **Current Needs:** • Identification of current process • Analysis of Munis fit/gap **Client Decision Making:** • Process Decisions • Munis Considerations • Follow Up Items **Detailed Munis set-up considerations** • Munis set up details • Modifications • Interfaces **Other Information** • Workflow Details • Security Details	
Client Role: • Participate in all meetings and make decisions • Review the documents provided by the Tyler project team • Identify any discrepancies • Ask for clarification from the Tyler team, if necessary	
Tyler Role: • Complete deliverable documenting decisions and Munis details • Post the analysis notes on the Project SharePoint site	
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.	

Deliverable Number: DED-06 (1-6, 2-6, 3-6, 4-6)	
Deliverable Name: Static Environment Test (SET) Plan	**Phase:** 1,2,3,4
Objective: Prepare the test script based on Client's process and set up decisions through As Is and To	

Be analysis.
Scope: Tyler will lead Client in the step by step testing of Client business process decisions built into the functionality of Munis. This test will enable Client to see the way the system functions using their own data and business processes. Focus will be on helping Client understand the impact the desired business processes will have on the way the system functions and the impact of the system on Client business process decisions. The SET Test Plan will contain detailed testing scripts to test Client business processes.
Format: MS Word document
Outline: • Test scripts by business process for each functional area/module in scope for the project.
Client Role: • Review the SET plan • Provide feedback for additional processes to be tested
Tyler Role: • Develop SET plan • Modify SET plan prior to testing based on client feedback
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-07 (1-7, 2-7, 3-7, 4-7)	
Deliverable Name: Program Modification / Interface Design Specifications	**Phase:** 1,2,3,4 (if applicable)
Objective: Review and understand Client requirements for the customizations and interfaces. Specification will contain a description and details of the intended program modifications and custom interfaces to be delivered to address the contract item – this document identifies exactly where and how the application programs will be changed.	
Scope: Any Program Modifications and Interfaces added to the scope via an approved Scope Change.	
Format: Word document to detail design specifications	
Outline: Word document provided by Development that will describe the proposed functionality desired by Client.	
Client Role: • Client provides business practices and/or mandates that drive the need for the modification. • Client reviews the design specification with Development and Implementation. • Client signs off on final design specification.	
Tyler Role: • Development obtains clients business practices and/or mandates that drive the need for the	

Deliverable Number: DED-07 (1-7, 2-7, 3-7, 4-7)
modification. • Development may suggest existing functionality to achieve the desired results. Implementation will provide relevant details for the client's suggested future Munis business practices. • Development creates the design specification for the modification. • Development and Implementation review the design specification with the client. • Development updates the design specification with any requested changes, if applicable. • Implementation PM makes adjustments to the modification task dates in the project plan, as necessary. • Development obtains client sign-off of the design specifications. • Modify specifications if required after development of modification.
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-08 (1-8, 2-8, 3-8, 4-8)	
Deliverable Name: Pre-Live Checklist	**Phase:** 1,2,3,4
Objective: Identify all tasks that will need to be completed for Go-live. Checklist will provide cutover timelines to cease processing in the legacy system, timeline for final conversions, contingency processing plans and instructions for decentralized departments.	
Scope: Implementation will provide the client with a checklist of items needed to be completed for Go-Live	
Format: MS Excel	
Outline: Sample activities from a Payroll Go-Live Checklist: • Separation of duties between Payroll and HR determined and tested • Validate process of starting a payroll, switch T & A users • Review Dept. Time & Attendance process, proof reports • Verify GL Distribution Posting correctly- Finance Dept. approval • Verify appropriate permission levels on General, Time & Attendance and Payroll Run Processing for all users Checklist columns: • Item ID • Activity • Owner • Date Verified • Client Approval (initials) • Notes/Comments	

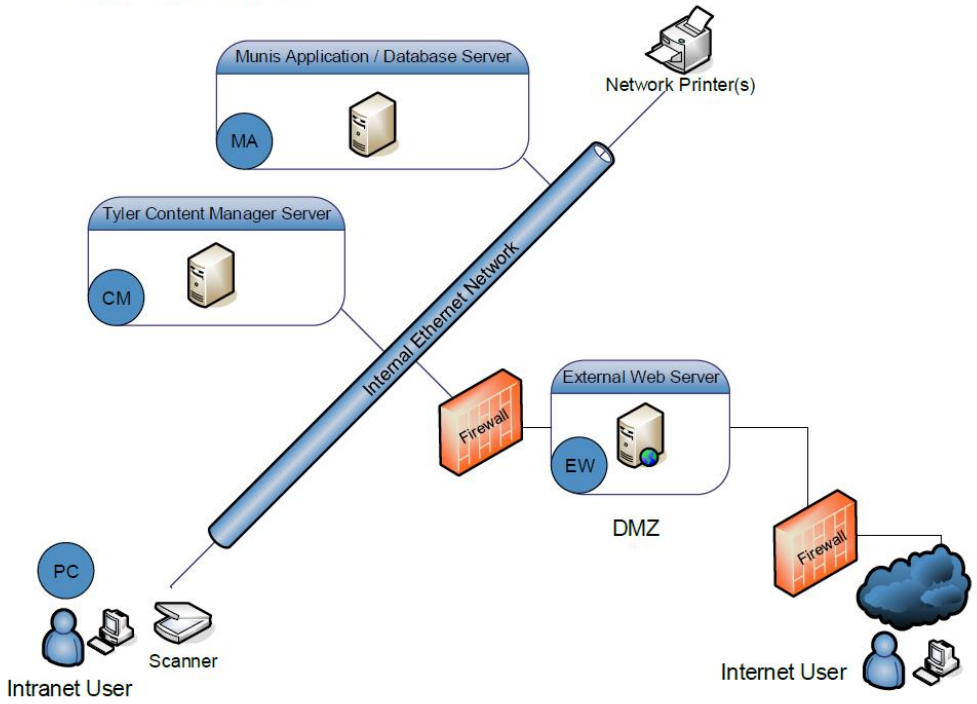
Deliverable Number: DED-08 (1-8, 2-8, 3-8, 4-8)
Client Role: • Review and complete the list of items required for go-live.
Tyler Role: • Provide client with a list of items required for completion for the go-live, by phase.
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-09 (1-9, 2-9, 3-9)	
Deliverable Name: Lessons Learned Document	**Phase:** 1,2,3
Objective: Document lessons learned to apply to future phases/projects	
Scope: All lessons learned specific to Munis implementation	
Format: MS Excel	
Outline: • ID • Date • Title • Phase • Lesson Value • Description and Impact • Recommendation(s) • Contact	
Client Role: • Gather feedback • Participate in lessons learned session • Document and archive lessons learned	
Tyler Role: • Lead lessons learned session • Develop after action Change Management review plan for subsequent phases • Archive lessons learned	
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.	

Appendix 6: Hardware Requirements

Tyler Technologies
ERP Hardware Recommendations
Munis v10.5
(For an estimated 70 concurrent power users)

City of Madera, CA



Rev 1. 1-10-2015 DMW

Detailed Production Hardware Configuration List (Virtual Servers):

(MA) Munis Application / Database Server*

4 Intel Xeon Virtual CPUs
32 GB of dedicated RAM
700 GB of disk storage (RAID 10 recommended):
    100 GB C: Drive – Operating System
    600 GB D: Drive – Applications and Databases
64 – bit Windows Server 2012 R2 Standard
64 – bit SQL Server 2012 Standard
1024-bit or higher SSL Certificate

(CM) Tyler Content Manager Server**

4 Intel Xeon Virtual CPUs
24 GB of dedicated RAM
300 GB of disk storage:
    100 GB C: Drive – Operating System
    200 GB D: Drive - TCM Applications & TylerForms
64 – bit Windows Server 2012 R2 Standard
1024-bit or higher SSL Certificate

(EW) External Web Server

1 Intel Xeon Virtual CPUs
8 GB of dedicated RAM
80 GB of disk storage:
    80 GB C: Drive – Operating System & Web Content
64 – bit Windows Server 2012 R2 Standard
1024-bit or higher SSL Certificate

Backup Solution (offsite, enterprise, tape, etc.) **–** *(not shown)*

SAN Unit – *(optional, not shown)*

* **Tyler Dashboard a fully functional Active Directory Domain**

****TCM databases are stored on the MA server. TCM databases local to CM server (combined SQL/TCM) will require significantly higher disk space requirements.**

Performance Notes:

Robust Munis performance and the subsequent end user experience rely primarily on properly provisioned and configured hardware infrastructure. This fundamental rule applies to physical, virtual and mixed infrastructure environments. Performance of the core Munis ERP Financials solution is primarily determined by the capability of the underlying database solution, Microsoft's SQL Server. In our experience the best indication of robust SQL performance is access to low latency, high performance Serial Attached SCSI hard disks configured in a RAID 10 disk array.

For those sites interested in leveraging virtual servers it is critical that the Tyler Databases have access to low latency, high performance disks. In our experience the best approach for ensuring strong virtual server performance with Munis and SQL Server is to have a strong focus on disk performance. RAID 10 disk arrays configured with Serial Attached SCSI disks in a directly attached enclosure or via Fiber Channel are recommended for robust and reliable performance. ***Please note that disk arrays shared by multiple virtual guests will compete for I/O and will likely constrain Munis performance.***

Due to the rapid pace of change Tyler recommends that all sites interested in leveraging virtual servers to work closely with a vendor who is an expert in this arena. Tyler is available to work with you and your vendor of choice to ensure the proper infrastructure is designed and implemented for use with the Munis ERP Financial solution.

Database Notes:

Database and Operating System licensing is the responsibility of the client. Please note that providing database services to Internet users requires CPU licensing for the database. Utilizing more than one network port in a server requires appropriate software and network configuration which is the responsibility of the client and/or hardware vendor.

Rev 1. 1-10-2015 DMW

Software – Components Itemized by Server

MA Munis Application Server

MUNIS Application Modules (Live/Train/Test/Verif)
- Accounting/GL/BG/AP
- Purchasing
- Fixed Assets
- Inventory
- Project & Grant Accounting
- Risk Management
- Cash Management
- Payroll
- HR Management
- Applicant Tracking
- Permits & Code Enforcement
- Utility Billing CIS
- Business License
- Accounting Receivable
- Animal License
- General Billing
- UB Interface
- Central Property File

Tyler Cashiering
Maplink GIS Integration
Parks and Recreation
Munis Analytics & Reporting
Role Tailored Dashboard
MapLink GIS Integration

PC Client Workstation(s)

Operating System:	
Windows:	8.1 64-bit (*recommended*), 7 64-bit & 7 32-bit
Mac OS X:	10.5 Leopard or higher
Memory (RAM):	4+GB (*recommended*, 2 GB (*minimum**)
Processor (CPU):	Intel CPU
Screen Resolution:	1280x768 (*recommended*), 1024x768 (*minimum**)
Windows Experience Index:	Base Score of 4+ (*recommended*), Base Score of 2 (*minimum***)
Internet Browser:	
Windows:	32-bit Internet 10 & 11
	32-bit Mozilla Firefox 3.0+ (*Self Service only*)
Mac OS:	32-bit Apple Safari 5.0.5+
Microsoft Office:	
Windows:	32-bit Microsoft Office 2013 & 32-bit Microsoft Office 2010
Mac OS:	32-bit Microsoft Office for Mac 2011
Additional Software:	
	Microsoft Silverlight 5.1 browser plug in
	Java Runtime Engine (JRE) 7 Update 55+ (*Tyler Content Manager client only*)
	Microsoft .Net Framework 3.5 SP1
	Microsoft .Net Framework 3.5 SP1 (*used with Tyler Cashiering v2.x*)

*NOTE: Meeting the minimum PC requirements will ensure the Tyler applications will operate, but will not guarantee performance. All performance and benchmark testing is done with PC's that meet (or exceed) the 'recommended' hardware configuration.

**NOTE: Windows Experience Index is an approximation of performance. A higher number will provide a better experience with the Tyler software.

CM Tyler Content Manager Server

Tyler Content Manager Enterprise
Tyler Forms Processing

EW External Web Server

Employee Self Service
Applicant Tracking
Citizen Self Service
1024 bit SSL Certificate

Rev 1. 1-10-2015 DMW

TylerForms Output Management Solution Printer Requirements

Please note that the Tyler Forms solution is designed for and guaranteed to work with approved HP black and white laser jet printers meeting the minimum requirements. For non-check forms we will make every effort to print to other networked printers as long as they meet the technical requirements. While we routinely and successfully print other forms to many brands of laser printers, if we are unable to print to a printer on your site, you will be required to provide an alternate printer.

Please see below for a list of Requirements and additional information:

Check Printers – ***The following technical specifications must be met for check printing with the TylerForms Output Management Solution***

HP Brand Black/White Laser Jet Networked Printer with Static IP Address
Automatic Duplexing
IEEE 1284-B Compliant Parallel Port or High Speed USB 2.0 Port
HP Jet Direct Fast Ethernet Embedded Print Server
PCL 5e Drivers Installed
Minimum Memory - 64MB
Minimum of 80 Internal TrueType Scalable Fonts (80 HP Font Set)
Minimum of 2 Full Input Trays (Manual Feed Tray not usable)
Accommodates Letter and Legal Size Paper Stock
Printers must have the latest firmware updates installed

PLEASE NOTE: We do not support HP printers that have been modified with TROY brand or any other 3rd party MICR security features for check printing.

Other Form Printers - *The following technical specifications must be met for all other form (not check) printing with the TylerForms Output Management Solution.*

Networked Laser Printer with Static IP Address
PCL 5e Drivers Installed
Minimum Memory - 64MB
Minimum of 2 Full
Input Trays (Manual
Feed Tray not usable)
Minimum of 80
Internal TrueType
Scalable Fonts
Accommodates Letter and Legal Size Paper Stock
Printers must have the latest firmware updates installed

**Please note that for some form designs you may need to have a duplexing unit on the printer.*

Approved TylerForms Check Printers

Newer HP Printer Models – *Please note that not all of these will be available from HP directly as they change printer models often; they may be available from HP resellers or other retail sources.*

HPLJ 600 M601dn*	HPLJ 3015dn*	HPLJ 9050dn
HPLJ 600 M602dn*	HPLJ 3015x	
HPLJ 600 M602x	HPLJ 4015x	
HPLJ 600 M603dn	HPLJ 4515x	
HPLJ 600 M603xh	HPLJ 9040dn	

**If using the HPLJ 3015dn, HPLJ M601dn and HPLJ M602dn you must purchase an additional input tray.*

Older HP Printer Models – *Please note that older printers must be in excellent working condition. If older printers do not perform consistently you will need to supply another printer that does.*

HPLJ P3005x	HPLJ 4350dtn
HPLJ 4510x	HPLJ 8150dtn
HPLJ 4200dtn	HPLJ 9000dn
HPLJ 4250dtn	

Please note that our solution is designed for and guaranteed to work with approved HP black and white laser jet printers meeting the minimum requirements. For non-check forms we will make every effort to print to other networked printers as long as they meet the technical requirements. While we routinely and successfully print other forms to many brands of laser printers, if we are unable to print to a printer on your site, you will be required to provide an alternate printer.

Rev. January 2014

Other Information

Networking Requirements

Overview

The Munis ERP system communicates over TCP/IP and requires a minimum network infrastructure of 10/100 Mbps between workstation and server and gigabit (1000 Mbps) connections between servers. It is highly recommended that all "internet facing" web servers reside in a Firewall DMZ. All traffic from end user to web server uses the HTTP/s protocol and can be encrypted using an SSL certificate.

A 128-bit SSL certificate is strongly recommended for external web servers.

Bandwidth Requirements

Bandwidth usage can vary depending on Munis user type and their daily functions. Based on benchmarks through Tyler's SaaS data center and test lab, Tyler recommends 20-25 kilobits per second (Kbps) per concurrent user session of the Munis ERP system. Munis has been developed with Quality of Service included to maintain slow and unreliable connections, such as cellular broadband and other low bandwidth scenarios, or gracefully close these connections when they cannot be maintained.

Tyler highly recommends sites with many anticipated remote users, especially those considering Tyler SaaS Hosting, request a bandwidth utilization report for at least 1 month of recent usage from their ISP to ensure they have sufficient bandwidth available to meet these requirements.

Bandwidth Requirements Summary

Client to Server:

- Minimum: Mobile broadband / cell card connection
- Recommended: 10/100 Mbps Network connection
- 20-25 Kbps per concurrent user session

Server to Server:

- Application Servers: 1 Gbps network connection
- Server to Disk Subsystem (i.e. SAN):
  - Application Servers: iSCSI
  - Database Servers: Fiber

Active Directory

Microsoft Active Directory is required for authentication with the Munis ERP system and is the sole responsibility of the client to have in place prior to Munis Server installation. All Munis servers must be a member of a domain which includes valid Active Directory accounts for all back office Munis users. Tyler highly recommends all workstations used by back office Munis users are a member of the same domain to ensure Single Sign-On capability and an optimum end-user experience. Please consult Tyler's Installation Department to discuss integrating with complex Active Directory configurations.

End users only accessing Employee Self Service do not require Active Directory accounts or access from workstations that areadded to the domain.

Network Load Balancing

A hardware-based network load balancer is strongly recommended for multiple application servers. Tyler has tested the Barracuda Load Balancer (recommended model 340 or 440) and BigIP's F5 network load balancer.

Rev. November 2012

Exhibit F

City of Madera Request for Proposals No. 201415-02– ERP Software and Implementation Services

Incorporated by reference

Exhibit G

Tyler's Proposal for ERP Software and Implementation Services Dated November 24, 2014

Incorporated by reference

Exhibit H

Modifications

Development Reference Number	Description	Cost
MUN-220234	Milestones in Risk Management	$4,400

Exhibit I
End User Training Matrix

TRAINING HEAD COUNT

	MODULE	DESCRIPTION
PHASE 1 Core Financials		
	Accounting General Ledger	
	Cash Management	
	Project & Grant Accounting	
	Budgeting	
	Requisitions	
	Purchase Orders	
	Contract Management	
	Bid Management	
	Accounts Payable	
	Fixed Assets	
	CAFR Statement Builder	
PHASE 1 SYSTEM WIDE		
	Tyler Reporting Services	
	Tyler Forms Processing	
	Munis Office	
	Role Tailored Dashboard	
	Tyler Content Manager SE	
	Tyler Content Manager Auto Indexing and Redaction (EE)	
PHASE 2 CORE HR/PAYROLL		
	Payroll w/Employee Self Service	
	HR Management	
	Applicant Tracking	
	Employee Expense Reimbursement	
	Tyler Content Manager EE	
	Tyler Content Manager Auto Indexing and Redaction (EE)	
PHASE 2B RISK MANAGEMENT		
	Risk Management	
PHASE 2C TRANSPARENCY PORTAL		
	Transparency Portal	
PHASE 3 PERMITS AND LICENSING		
	Permits & Code Enforcement	
	Business License	
	Animal License	
	Accounts Receivable	
	General Billing	
	Tyler Cashiering	
	Maplink GIS Integration	
	Central Property File	
	Citizen Self Service	
	Work Orders, Fleet & Facilities Management	
	Inventory	
PHASE 4 UTILITY BILLING		
	Utility Billing CIS	
	UB Interface	
	Maplink GIS Integration	
	Central Property File	
	Citizen Self Service	

MODULE		FINANCE	UB	IT	GRANTS	ADMIN	HR	CITY CLERK	BLDG	PLANNING	ENG	PARKS	PD	CODE ENF	PW	Facilities	Purch	Fleet	City Attorney
Accounting General Ledger	The General Ledger (GL) module is the heart of the finance package of an ERP system. Input may be needed to create the new chart of accounts	8	6	3	3		4	2	2	3	4	10	6	8	10	1	2	1	
Cash Management	Cash management module provides information relating to cash flow of the organization, by processing and analyzing all cash and bank transactions, arising out of payment of supplier's invoices, receipt from sales invoices, stand alone payment and unallocated payment / receipts.	8	6						2	2		4	4	1					
Project & Grant Accounting	This module will primarily be used by the departments that utilize State and Federal grant funds on capital projects	4	2		3		1	Maybe 1	2	2	8	6	5	4	6		1	1	
Budgeting	All departments will use this module to build their respective portions of the City Budget	6	2	1	3	1	1	1	2	3	6	9	6	4	6	1	1	1	
Requisitions	Requisitions will be generated to obtain authorization for purchases. All those who may initiate the purchases should be trained including leads, coordinators, etc.	8	2	4	3	1	4	2	2	3	6	15	6	6	10	2	2	2	
Purchase Orders	Purchases orders will continue to be required for purchases above a certain dollar amount	8	2	4	3	1	4	2	2	3	6	8	6	6	10	3	2	3	
Contract Management	Ease of managing contracts, mitigate risk, manage compliance, draft faster, track costs, receive alerts, and reduce contract management costs and administration process	4	2	2	2		1	1	2	3	6	5	3	4	6	1	2	1	2
Bid Management	You can create bid catalogs. Bid catalogs can be initiated for yearly purchases of items or generated through the Munis requisition process. Individual departments can enter on-line requested quantities for item being put out to bid. Once the bid has been established notifications can be sent to vendors via e-mail. Vendors can either mail their bids to the requesting site or optionally enter their bid information using Munis Self-Serivce. Additional criteria in the form of custom RFP questions can also be attached to a Munis bid. From vendor responses, Munis determines the best vendor to award a bid to by individual bid line item. Awarded bids can be used to create Purchase Orders or converted into a Contract that can be purchased against for the term of the bid.	4	2	2	2	1		1	2	3	6	5	2	4	6	1	2	1	2
Accounts Payable	Accounts Payable manages vendor invoices (vouchers), tracks open payables, prepares pre-check registers, automatically batch generates checks, and maintains vendor and expenditure history. You can liquidate purchase orders in full or in part, with detail receiving information available online. Invoices may be scheduled for payment on a flexible basis. Integrated workflow functionality allows you to route and approve invoices online.	8	2	3	3	1	4	2	2	3	8	15	10	8	10	2	2	2	2
Fixed Assets	Recordkeeping of all fixed assets, such as land, buildings, machinery and equipment, construction in progress and infrastructure. You can tie an unlimited number of individual assets to master assets, including labor, simplifying record maintenance and reporting. You can also create asset records from purchase orders or directly from invoices.	4	1	1							2	4	4		6	2	2	2	
CAFR Statement Builder	CAFR Statement Builder simplifies the development of the Comprehensive Annual Financial Report (CAFR).	6	1									1							

MODULE		FINANCE	UB	IT	GRANTS	ADMIN	HR	CITY CLERK	BLDG	PLANNING	ENG	PARKS	PD	CODE ENF	PW	Facilities	Purch	Fleet	City Attorney
Tyler Reporting Services	Reporting Services allows clients to access and report information stored in any of their Munis data files	8	6	4	3	1	4	2	3	3	8	18	10	8	10	1	2	1	2
Tyler Forms Processing	Control where, how, and in what order you print your purchase orders, invoices, checks, and other forms	8	6	4	3		4	2	3	3	6	15	4	8	10	1	2	1	
Munis Office	MUNIS Office provides the ability to combine MUNIS data with Microsoft® Word or Microsoft Excel. Alows for data analysis and reporting integration with between MUNIS and Office	8	6	4	3	1	4	2	3	3	6	18	4	8	10	1	2	1	
Role Tailored Dashboard	Tyler Dashboard is a Web-based tool that allows users to launch programs and other applications from a single work area	8	6	4	3	1	4	2	3	3	6	18	10	8	10	2	2	2	2
Tyler Content Manager SE	TCM SE is pre-configured and fully integrated with nearly 200 Munis document types. Using TylerForms, Tyler automated the capture of thousands of form images that are normally printed.	8	6	4	3		4	2	3	3	6	18	8	8	10	1	2	1	2
Tyler Content Manager Auto Indexing and Redaction (EE)	TCM EE provides sitewide content/document management, including user access to content outside your Tyler business application.	8	6	4	3		4	2	3	3	6	18	12	8	10	1	2	2	2

MODULE		FINANCE	UB	IT	GRANTS	ADMIN	HR	CITY CLERK	BLDG	PLANNING	ENG	PARKS	PD	CODE ENF	PW	Facilities	Purch	Fleet	City Attorney
Payroll w/Employee Self Service	Payroll data processing to generate the pay data file Standard payroll functions include, but are not limited to, support of electronic timesheet entry; earning and withholding information; payroll and expense reimbursement processing; reconciliation of employee insurance reports to monthly premium statements; manual or automatic check reconciliation; verification and tracking of employee performance data, training and more.	8	3				3					3		2	2				
HR Management	Employee demographic data and benefit management. Allows all changes to employee data records to be made by Human Resource Management, and then electronically transferred to the Payroll system; no duplication of data entry is needed. With Employee Self Service, employess have access to their own information. Strict security ensures that only designated employees are capable of accessing employee records	4	1				4					3			2				
Applicant Tracking	Initiation of recruitment requests and new hire requests.	4	1	1	1	1	3	1	1	2	2	13	3	2	6	1	1	1	1
Employee Expense Reimbursement	Submission of requests for travel or expense reimbursements by the employee who incurred the expense.	8	1	1	1	4	4	2	3	6	7	18	10	8	10	1	1	1	2
Tyler Content Manager EE	See System Wide Tab	4	2	4	2		2	2	1	2	4	3	8	8	10	1	2	1	
Tyler Content Manager Auto Indexing and Redaction (EE)	See System Wide Tab	4	2	4	2		2	2	1	2	4	3	8	8	10	1	2	1	

MODULE		FINANCE	UB	IT	GRANTS	ADMIN	HR	CITY CLERK	BLDG	PLANNING	ENG	PARKS	PD	CODE ENF	PW	Facilities	Purch	Fleet	City Attorney
Risk Management	Workers' Comp, liability and property damage claims tracking	3	1				4					4						1	1

MODULE		FINANCE	UB	IT	GRANTS	ADMIN	HR	CITY CLERK	BLDG	PLANNING	ENG	PARKS	PD	CODE ENF	PW	Facilities	Purch	Fleet	City Attorney
Tranperancy	A hosted service that organizes financial data into graphs and charts to meet the public's need for real numbers and clarity. Citizens can access the Transparency portal directly from the municipal Web site. It features easy-to-navigate graphics with data organized by category, department, government area, fund and vendor.	4	2	4	2		4	2	2	2	4	4	2	4	4		2		

MODULE		FINANCE	UB	IT	GRANTS	ADMIN	HR	CITY CLERK	BLDG	PLANNING	ENG	PARKS	PD	CODE ENF	PW	Facilities	Purch	Fleet	City Attorney
Permits & Code Enforcement	Permits and Code Enforcement is integrated with Munis Business Licenses, Accounts Receivable & Collections, Tax Parcel, Utility Billing, and General Ledger. It is used for building, engieering, sign control, code enforcement, planning & zoning purposes. The application also interacts with GIS in several areas, such as abutters' lists, and mapping. Munis Scheduler automates certain reports, periodic inspections, and violation notices. Additionally, users can set up configurable event notifications in key programs/processes in the module. It contains a workorder component and works with windows mobile devices.	2	4	2					6	2	5	4	2	14	4				1
Business License	Create and maintain business/occupational licenses for a variety of different license and permit procedures	4	6	2					2	2	1	4		2			2		
Animal License	Create and maintain licenses, process payments, and perform historical reporting. Animal Licenses is fully integrated with other Munis applications, including General Ledger and Payment Entry (Accounts Receivable).	2	6										4						
Accounts Receivable	Performs two major functions: collections of miscellaneous cash and the collection of billed receivables	3	2	4	3	1	4	2	3	3	2	10	4	6					
General Billing	Creates invoices for various departments and activities not covered by other Munis revenue applications, such as Utility Billing and Tax Billing	4	3								2	4		2					
Tyler Cashiering	Centralizes the collection process, creating a single point of entry for data from multiple applications. Cashiering allows for a wide range of customization based on payment type. It integrates with local resources, such as OCR and handheld bar code scanners, printers, and validators, as well as MICR devices. Features the ability to display on-screen running batch and transaction totals. And, it has standard interfaces to other Tyler products/modules; with the potential to connect to other non-Tyler systems as well.	8	6	2					2	2	1	6	4						
Maplink GIS Integration	MapLink is based on ESRI's ArcIMS®, and offers dynamic maps and geographic information system (GIS) data and services via the Web, allowing city and local government to publish, discover, and share GIS information.	3	3	2					1	3	5	2		8					
Central Property File	Track property data such as use and zoning, setbacks and lot dimensions, legal use, septic and well, and building and construction data, and process the required paperwork. Central Property can also provide a primary area for non-parcel information such as the location of fixed assets like hydrants, street poles, manhole covers, etc.	3	3	2					1	3	5			8					
Citizen Self Service	Citizens can easily access our customized Web sites anytime, anywhere—through a secure Internet connection	4	3	4	2	1	4	2	3	3	4	6	4	4					
Work Orders, Fleet & Facilities Management	An enterprise-wide system designed to address the needs of a variety of different service organizations including, **Public Works Departments, Facilities Maintenance, Garage/Fleet, Utility Districts**	5	3	2	1	1	4	2	2	3	2	5	6	2	13	5	2	7	1
Inventory	Stores and reports items such as office supplies and public works inventory. In conjunction with Munis Purchasing, you can buy items in bulk and issue them to departmental users as needed.	5	2	2								5					2		

MODULE		FINANCE	UB	IT	GRANTS	ADMIN	HR	CITY CLERK	BLDG	PLANNING	ENG	PARKS	PD	CODE ENF	PW	Facilities	Purch	Fleet	City Attorney
Utility Billing CIS	Process all billing functions easily, quickly and accurately	2	8	4								4			4				
UB Interface	For maximum detail import, Munis Professional Services will design a custom interface to specifications. Multiple building detail and/or multiple addresses in users' data sources can be imported and maintained. Execute this custom interface as frequently as necessary to get updates into the Central Property.	2	8	4					4	4				8	4				1
Maplink GIS Integration		2	2	4								2			4				
Central Property File		4	2	4								2			4				
Citizen Self Service		4	2	4								6			4				

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

City Administrator

Council Meeting of: August 5, 2015

Agenda Number: C-3

SUBJECT: CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT, AN ESCROW AGREEMENT AND EQUIPMENT SCHEDULE WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING, AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

RECOMMENDATION: Staff recommends the Council approve the attached resolution, authorizing the Mayor to execute the equipment lease-purchase agreement and escrow agreement and authorizing the execution and delivery of documents related to the lease-purchase of a new ERP system and fire truck for the City of Madera.

DISCUSSION: The City of Madera recently has completed its search for a new ERP system for the City of Madera, which will be brought before the City Council for consideration of approval, just prior to this agenda item. In order to preserve the City's Fund Balance Reserves and to spread the cost of this project over a number of years, staff has sought and obtained a five-year lease-finance option for $877,585 related to the ERP system, which includes a $5,000 loan document and processing fee. The City of Madera is also in the process of having a new fire truck built for the City's Fire Department. The cost of the new fire truck is estimated to be approximately $700,000, including all costs for equipment and labeling of the new fire truck. This lease-purchase agreement will provide financing for these two projects, totaling $1,577,585 over five years at an interest rate of 2.71%.

City staff requested proposals from several financing agencies and obtained three proposals for the financing of our new ERP system. A number of financing companies would not propose, due to the nature of the product not being easily collateralized. The rates for the proposals that we did receive were 2.71% from Holman Capital, 3.99% from Balboa Capital and about 6.5% from Diversified Lenders. Staff was pleased with the competitive rate and services provided by Holman Capital related to their proposal.

FINANCIAL IMPACT: There is no fiscal impact of the agenda item, as budgets have been approved for both the ERP and the fire truck. However, this financing will allow the City to stay within its current year budget and will result in semi-annual lease payments of $169,752.74,

amounting to $399,505.48 each year throughout the term of this contract. Of that annual amount, $188,861.40 will be for the ERP system and $150,644.08 will be for the new fire truck.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: Approval of this item is consistent with Strategy 115 of the Vision Plan - Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

The resolution referenced in report will be distributed prior to scheduled meeting.

INDEX TO LEGAL DOCUMENTS

BANK-QUALIFIED, APPROPRIATION-BASED, ESCROW FUNDED

TAX-EXEMPT EQUIPMENT LEASE-PURCHASE AGREEMENT

DATED AUGUST 17, 2015 BY AND BETWEEN

HOLMAN CAPITAL CORPORATION
And
CITY OF MADERA

Lease Documents:

Tab 1:	Equipment Lease-Purchase Agreement;
Tab 2:	Exhibit A – Equipment Schedule;
Tab 3:	Exhibit B – Notice and Acknowledgment of Assignment;
Tab 4:	Exhibit C-1 – Insurance Coverage Request;
Tab 5:	Exhibit C-2 – Self-Insurance Rider (if applicable);
Tab 6:	Exhibit D – Essential Use Certificate;
Tab 7:	Exhibit E – Incumbency Certificate;
Tab 8:	Exhibit F – Opinion of Lessee's Counsel;
Tab 9:	Exhibit G – Bank Qualified Certificate;
Tab 10:	Exhibit H – Post Issuance Tax Compliance Procedures
Tab 11:	Exhibit I – Escrow Agreement
Tab 12:	Resolution of Lessee;
Tab 13:	UCC-1 Financing Statement with attached Schedule A (prepared and filed by Investor);
Tab 14:	Form 8038-G;
Tab 15:	Closing Memorandum/Payment Proceeds Direction; and
Tab 16:	Vendor Contract & Payment Bond, if and as applicable

Assignment Documents (Lessor and Investor Only):

Tab 17:	Assignment Agreement with Schedule A thereto.

Holman Capital

HOLMAN CAPITAL CORPORATION

EQUIPMENT LEASE-PURCHASE AGREEMENT

1. **Agreement.** Subject to the terms and conditions contained in this Equipment Lease-Purchase Agreement dated August 17, 2015 (this "Lease Agreement"), HOLMAN CAPITAL CORPORATION, as lessor ("Lessor"), whose mailing address is 29883 Santa Margarita Parkway, Suite 100, Rancho Santa Margarita, CA 92688, hereby purchases from and agrees to sell, transfer and lease back to the CITY OF MADERA, as lessee ("Lessee"), whose mailing address is 205 West 4th Street, Madera, CA 95367-3527, and Lessee hereby sells to and agrees to acquire, purchase and lease back from Lessor, the items of personal property (together with any replacement parts, additions, substitutions, repairs or accessories now or hereafter incorporated in or affixed to it, hereinafter referred to collectively as the "Equipment") described in Exhibit A attached hereto.

2. **Term.** The term of this Lease Agreement (the "Lease Term") begins as of the Commencement Date stated in Exhibit A and shall continue so long as any amounts remain unpaid hereunder. The Lease Term will terminate upon the first to occur of: (a) the exercise by Lessee of the option to purchase the Equipment pursuant to Paragraph 10, (b) Lessor's election to terminate this Lease Agreement pursuant to Paragraph 16, (c) Lessee's option to terminate this Lease Agreement pursuant to the second paragraph of Section 3, and (d) the payment by Lessee of all sums required to be paid by Lessee hereunder.

2.5. **Escrow Agreement.** On the Commencement Date, Lessor and Lessee shall enter into an escrow agreement (an "Escrow Agreement") dated the Commencement Date, between Lessor, Lessee, and Community Business Bank, as escrow agent, relating to the escrow fund (an "Escrow Fund") created thereunder. On the Commencement Date, Lessor shall deposit: $1,577,585.00 into the Escrow Fund to be held in escrow and applied upon the express terms and conditions of the Escrow Agreement; for the acquisition of the equipment ($1,572,585.00) and for the payment of issuance costs ($5,000.00), which shall be disbursed as provided for in the Closing Memorandum of even date herewith.

3. **Rental Payments.** Lessee agrees to pay the rental payments hereunder for the Lease Term in the amounts and on the dates identified in Exhibit A. Payment of all rental payments and other amounts payable hereunder shall be made to Lessor at its above-stated address or as it shall otherwise designate in writing. As set forth in Exhibit A, a portion of each rental payment is paid as, and represents payment of, interest, and the balance of each rental payment is paid as, and represents payment of, principal.

Notwithstanding any provision to the contrary in this Lease Agreement, Lessee may terminate this Lease Agreement at the end of any fiscal year of Lessee as identified in Exhibit A (a "Fiscal Year") if sufficient funds are not appropriated by Lessee's Governing Board to pay rental payments and other amounts due hereunder during the next succeeding Fiscal Year (an "Event of Nonappropriation"). Lessee hereby agrees to notify Lessor at least 30 days prior to the last day of its then current Fiscal Year of the occurrence of an Event of Nonappropriation or, if nonappropriation has not occurred by that date, promptly upon the occurrence of an Event of Nonappropriation.

Lessee represents and warrants that: (a) it has made sufficient appropriations or has other legally available funds to pay all rental payments hereunder due during the first Fiscal Year hereunder; (b) the officer of Lessee responsible for budget preparation will do all things lawfully within his/her power to obtain appropriated funds for the payment of rental payments and other amounts required to be paid hereunder in each next succeeding Fiscal Year for the Lease Term with the understanding that any such appropriation is within the sole discretion of the Lessee's Governing Board; and (c) Lessee acknowledges that Lessor has relied upon these representations as an inducement to enter into this Lease Agreement . If an Event of Nonappropriation hereunder shall occur, Lessee agrees, at Lessee's sole cost and expense, peaceably to deliver the corresponding Equipment to Lessor at such location in the continental United States as is specified by Lessor, in the condition required by Paragraph 7 of this Lease Agreement, on or before the effective date of termination.

Lessee's obligation to pay rental payments and any additional amounts payable hereunder constitutes a current obligation payable exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement.

4. **Essentiality.** Subject to Paragraph 3 of this Lease Agreement, Lessee's present intention is to make rental payments for the Lease Term as long as it has sufficient appropriations or, if any/applicable, other legally available funds. Lessee represents that, with respect hereto, (a) the use and operation of the Equipment is essential to its proper, efficient, and economic governmental operation and (b) the functions performed by the Equipment could not be transferred to other equipment available for its use. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last rental payment scheduled to be paid hereunder. On the Commencement Date, Lessee shall complete and provide Lessor a certificate in the form of Exhibit D.

5. **Disclaimer of Warranties. LESSEE REPRESENTS THAT IT HAS SELECTED THE EQUIPMENT PRIOR TO HAVING REQUESTED LESSOR TO FINANCE THE SAME. LESSEE AGREES THAT LESSOR HAS NOT MADE ANY, AND MAKES NO, REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING (WITHOUT LIMITATION) THE SUITABILITY OF THE EQUIPMENT, ITS DURABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, ITS MERCHANTABILITY, ITS CONDITION, ITS CAPACITY, ITS OPERATION, ITS PERFORMANCE, ITS DESIGN, ITS MATERIALS, ITS WORKMANSHIP AND/OR ITS QUALITY. AS BETWEEN LESSEE AND LESSOR, LESSEE LEASES, PURCHASES AND ACQUIRES THE EQUIPMENT "AS IS" "WHERE IS" AND "WITH ALL FAULTS."** Lessor hereby assigns to Lessee, to the extent that it may lawfully do so, so long as no Event of Default and no Event of Nonappropriation shall have occurred and be continuing hereunder, all rights and benefits that Lessor may have under any warranty, guaranty or the like that may be made with respect to the Equipment by the manufacturer, seller and/or supplier (collectively, the "Vendor") thereof. Lessor shall not be liable to Lessee or any third party for any loss, damage, injury or expense of any kind or nature caused directly or indirectly by any of the Equipment or the use or maintenance thereof or any defect therein, the failure of operation thereof or by any interruption of service or loss of use thereof or for any loss of business or damage whatsoever and howsoever caused. Lessor makes no warranty as to the treatment of this Lease Agreement for tax or accounting purposes or as to the compliance of the Equipment with applicable government regulations or requirements. Lessee agrees to look solely to the Vendor for any claim arising from any defect, breach of warranty, failure or delay in delivery, mis-delivery or inability to use the Equipment for any reason whatsoever and Lessee's obligations to Lessor hereunder shall not in any manner be affected thereby, including (without limitation) Lessee's obligations to pay Lessor all rental payments and other amounts payable hereunder. Lessee has selected both the Equipment and the Vendor and acknowledges that Lessor has not participated in any way in Lessee's selection of the Equipment or the Vendor. Lessor has no obligation to install, erect, test, adjust, service or maintain the Equipment.

6. **Delivery and Acceptance; Quiet Enjoyment.** Lessee shall accept the Equipment for which disbursement is requested from the Escrow Fund upon its delivery and authorizes Lessor to insert on Exhibit A the serial numbers and any additional description of the items of Equipment so delivered. As evidence of that acceptance, Lessee shall execute and deliver to Lessor a Certificate of Acceptance in the form attached as Exhibit A to the Escrow Agreement. Regardless of whether Lessee has furnished a Certificate of Acceptance pursuant to this Paragraph 6, by making a rental payment after its receipt of the Equipment, Lessee shall be deemed to have accepted the Equipment on the date of such rental payment for purposes hereof. During the Lease Term, Lessee shall be entitled to quiet enjoyment of the Equipment, subject to the terms of this Lease Agreement.

7. **Use of Equipment; Maintenance and Repairs.** Lessee shall keep the Equipment within the State at the "Equipment Location" stated in Exhibit A and Lessee shall not remove any of the

Equipment therefrom without Lessor's prior written consent. Lessee shall use the Equipment in a careful manner and shall at all times, at its sole expense, keep the Equipment in good operating condition, repair and appearance and comply with all laws, ordinances, regulations or requirements of any governmental authority, official, board or department relating to its installation, possession, use or maintenance. Lessee shall not make any alterations, additions, or improvements to the Equipment that are not readily removable without causing damage to or reducing the value of the Equipment. All alterations, additions, or improvements not readily removable shall become property of Lessor.

8. **Security Interest; Title to Equipment.** (a) The provisions of this Section 8(a) apply generally to all Equipment, regardless of the type, the Vendor Contract (as defined on Exhibit A), and the Escrow Fund (if any/applicable): To secure the performance of all of Lessee's obligations hereunder, Lessee hereby grants to Lessor, and Lessor shall have and retain, a security interest constituting a first priority and perfected lien and security interest on the Equipment delivered hereunder and on any attachments, proceeds therefrom. Lessee agrees to execute and deliver such additional documents, including, without limitation, opinions of counsel, financing statements, landlord-tenant or mortgagee waivers, information necessary for fixture filings, notices and similar instruments, in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its first priority and perfected security interest in the Equipment or for the confirmation or perfection of Lessor's rights hereunder. As further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time in the Escrow Fund and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code. Lessee, at its expense, will protect and defend Lessee's rights in the Equipment and Lessor's rights and interests therein and will keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons. Lessor shall have the right during normal hours, upon reasonable prior notice to Lessee, to enter upon the premises where the Equipment is located in order to inspect the Equipment.

(b) Solely with respect to Equipment that is *not* comprised of vehicles and during the Lease Term, ownership and legal title of all of the Equipment and all substitutions, repairs, modifications, and replacements shall be in Lessee, and Lessee shall take all necessary action to vest such ownership and title in Lessee. Lessor does not own the Equipment, and, by this Lease Agreement, Lessor is merely financing the acquisition of the Equipment for the Lessee. Lessor has not been in the chain of title, does not operate, control or have possession or control over the Equipment, or Lessee's use, maintenance, operation, storage, or maintenance of the Equipment. Lessee is entitled to use and possession of the Equipment, subject to the rights of Lessor hereunder (including its interest in the Equipment as the lessor hereunder). If Lessor terminates this Lease Agreement pursuant to Paragraph 16 hereof or an Event of Nonappropriation occurs hereunder, all rights, title, and interests in the Equipment shall immediately vest in Lessor free and clear of any right, title or interest of Lessee. Lessee, at its expense, will protect and defend Lessee's rights in the Equipment and Lessor's rights and interests therein and will keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons. Lessor shall have the right during normal hours, upon reasonable prior notice to Lessee, to enter upon the premises where the Equipment is located in order to inspect the Equipment.

(c) Solely with respect to Equipment consisting of vehicles, the provisions of this Section 8(c) shall apply: Lessee agrees to either: (i) cause the original registration of such titled equipment or vehicles to list Lessee as owner and Lessor or its assignee as first priority lienholder with respect to the Equipment, or (ii), if the Equipment is titled in California, endorse the certificate of ownership showing Lessor or its assignee as "legal owner" (as defined by Section 6301 of the California Vehicle Code). Lessee agrees to execute and deliver such additional documents, including, without limitation, opinions of counsel, MSOs/Certificates of Origin, Title Applications, notices and similar instruments, in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment or for the confirmation or perfection of Lessor's rights hereunder. During the Lease Term, Lessee shall either: (i)

hold legal title to the Equipment as the owner, or (ii), for Equipment titled in California, be the "owner" (as defined in Section 460 of the California Vehicle Code) of the Equipment entitled to use and possession of the Equipment, subject to the rights of Lessor hereunder, which is the first position lienholder and, with respect to Equipment titled in California, the "legal owner" (as defined in Section 370 of the California Vehicle Code) of the Equipment. If Lessor terminates this Lease Agreement pursuant to Paragraph 16 hereof or an Event of Nonappropriation occurs hereunder, all rights, title, and interests in the Equipment shall immediately vest in Lessor free and clear of any right, title or interest of Lessee.

As further security therefor, Lessee hereby agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code with respect to any and all Equipment hereunder.

9. **Personal Property.** The Equipment shall be and remain personal property notwithstanding the manner in which it may be attached or affixed to realty. Lessee covenants that, unless Lessee owns the premises in which the Equipment is to be located and such premises are not subject to any mortgage or lease. At Lessor's request, Lessee shall provide Lessor with a waiver from each landlord and/or mortgagee of the premises in which the Equipment is to be located of any rights that such landlord and/or mortgagee may have in respect of any of the Equipment. Lessee will also provide any information as may be reasonably requested by Lessor with respect to any fixture filings that Lessor may deem necessary.

10. **Purchase of Equipment by Lessee; Prepayment.** At the option of Lessee, and provided that no Event of Default has occurred and is continuing hereunder, Lessor's interest in all, but not less than all, of the Equipment will be transferred, conveyed and assigned to Lessee, and this Lease Agreement shall terminate: (a) upon payment in full of the rental payments and all other payments then due hereunder or (b) on any rental payment date hereunder, provided Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment pursuant to this provision, by paying to Lessor, in addition to the rental payment due on such date, an amount equal to the concluding payment (the "Concluding Payment") shown for such rental payment date in the rental payment schedule in Exhibit A. Lessee shall not have the option to purchase the Equipment hereunder as provided in the foregoing clause (b) on any rental payment date hereunder for which a Concluding Payment is not stated in the rental payment schedule.

11. **Risk of Loss.** Lessee shall bear the entire risk of loss, theft, destruction of or damage to the Equipment or any part thereof from any cause whatsoever during the Lease Term and thereafter until redelivery to a location designated by Lessor, and shall not be relieved of the obligation to pay rental payments or any other obligation hereunder because of any such occurrence. If (a) the Equipment or any portion thereof hereunder is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof hereunder is taken under the exercise of the power of eminent domain, Lessee shall immediately notify Lessor. Lessee and Lessor shall cause the net proceeds of any insurance claim (including self-insurance) or condemnation award to be applied, at Lessor's option, to (i) the prompt repair, restoration, modification or replacement of the Equipment so affected or (ii) the payment in full of the then applicable Concluding Payment. Any balance of net proceeds remaining after completion of such work or payment of such Concluding Payment shall be paid promptly to Lessee. If the net proceeds are insufficient to pay the costs of such repair, restoration, modification or replacement or to pay such Concluding Payment in full, Lessee shall, at Lessor's direction, either complete the work or pay the then applicable Concluding Payment in full and in either case pay any cost in excess of the amount of net proceeds, but only from legally available funds.

12. **Insurance.** (a) Insurance Policies. If Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total rental payments for the Lease Term, and (b) the full replacement cost of the Equipment without consideration for depreciation.

Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by the owners of like property, with companies satisfactory to Lessor. Each policy shall provide that, as to the interest or coverage of Lessor or Lessor's assignee, the insurance afforded thereby shall not be suspended, forfeited or in any manner prejudiced by any default or by any breach of warranty, condition or covenant on the part of Lessee. If Lessee shall fail to provide any such insurance required hereunder or, within ten (10) days after Lessor's request therefor, shall fail to deliver the policies or certificates thereof to Lessor, then Lessor, at its option, shall have the right to procure such insurance and to add the full cost thereof to the rental payment next becoming due, which Lessee agrees to pay as additional rent. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance shall include Lessor as an "additional insured." Lessee shall pay the premiums for such insurance and deliver to Lessor a certification in the form of Exhibit C-1 and satisfactory evidence of the insurance coverage required hereunder. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payments of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy.

(b) Self-Insurance. If Lessee is self-insured with respect to equipment such as the Equipment under an actuarially sound self-insurance program that is acceptable to and approved by Lessor, Lessee shall maintain during the Lease Term such actuarially sound self-insurance program and shall provide Lessor a certification in the form of Exhibit C-2 together with evidence of the self-insurance program in form and substance satisfactory to Lessor.

13. **Fees; Taxes and Other Governmental Charges; Liens.** Lessee covenants and agrees at all times to keep the Equipment free and clear of all levies, liens (other than those created hereunder) and encumbrances, and to pay all charges, taxes and fees (including any recording or stamp fees or taxes) that may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment and shall give Lessor immediate written notice of any of the foregoing. If any of same shall remain unpaid when due, Lessor may pay same and add such payment to the rental payment next becoming due, as additional rent. Lessee shall execute and deliver to Lessor upon Lessor's request such further instruments and documents containing such other assurances as Lessor deems necessary or advisable for the confirmation or perfection of Lessor's rights hereunder or to otherwise effectuate the intent of this Lease Agreement.

14. **Indemnification.** To the extent authorized by law, Lessee shall indemnify and save Lessor, its officers, employees, agents, servants, successors and assigns, harmless from any and all liabilities (including, without limitation, negligence, tort and strict liability), damages, expenses, claims, actions, proceedings, judgments, settlements, losses, liens and obligations, including (without limitation) attorneys' fees and costs ("Claims"), arising out of the ordering, purchase, delivery, rejection, non-delivery, ownership, selection, possession, operation, control, use, condition, maintenance, transportation, storage, repair, return or other disposition of the Equipment, any claims arising under federal, state or local environmental protection and hazardous substance clean up laws and regulations and any claims of patent, trademark or copyright infringement or, if Lessee shall be in default hereunder, arising out of the condition of any item of Equipment sold or disposed of after use by Lessee, including (without limitation) claims for injury to or death of persons and for damage to property. The indemnities, assumption of liabilities and obligations herein provided shall be payable solely from funds legally available for such purpose and shall continue in full force and effect notwithstanding the expiration, termination or cancellation of this Lease Agreement for any reason whatsoever. However, Lessee shall not be obligated to indemnify Lessor from Claims arising from the actual, proven, direct and proximate gross negligence or willful misconduct of Lessor.

15. **Assignment; Subleasing.** LESSEE SHALL NOT ASSIGN, PLEDGE, MORTGAGE, SUBLET OR OTHERWISE TRANSFER OR ENCUMBER ANY OF ITS RIGHTS UNDER THIS

LEASE AGREEMENT, THE ESCROW AGREEMENT (INCLUDING THE ESCROW FUND CREATED THEREUNDER) OR IN THE EQUIPMENT OR ANY PART THEREOF, NOR PERMIT ITS USE BY ANYONE OTHER THAN LESSEE AND ITS REGULAR EMPLOYEES, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT. ANY SUCH PURPORTED TRANSFER, ASSIGNMENT OR OTHER ACTION WITHOUT LESSOR'S PRIOR WRITTEN CONSENT SHALL BE VOID.

Lessor may, at any time and from time to time, assign, transfer or otherwise convey all or any part of its interest in the Equipment, this Lease Agreement, and the Escrow Agreement (including the Escrow Fund created thereunder), including, but not limited to, Lessor's rights to receive the rental payments hereunder or any part thereof (in which event Lessee agrees to make all rental payments thereafter to the assignee designated by Lessor) without the necessity of obtaining Lessee's consent, *provided, however,* Lessor will deliver to Lessee prior written notice of an assignment. No such assignment, transfer or conveyance shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee. During the term of this Lease Agreement, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments with respect hereto in form necessary to comply with Section 149 of the Internal Revenue Code of 1986, as amended (the "Code"). Lessee agrees (unless otherwise stated), if so requested, to acknowledge any such assignment in writing within 15 days after request therefor in the form attached as Exhibit B hereto. Lessee further agrees that any moneys or other property received by Lessor as a result of any such assignment, transfer or conveyance shall not inure to Lessee's benefit.

16. **Events of Default; Remedies.** Each of the following events constitutes an "Event of Default" hereunder: (a) Lessee fails to pay in full the rental payment due hereunder on any date upon which such rental payment is due; (b) Lessee fails to comply with any other agreement or covenant of Lessee hereunder for a period of 30 days following receipt of written notice of violation of such agreement or covenant and demand that such violation be remedied; (c) Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar officer is appointed for Lessee or any of its property; (d) any warranty, representation or statement made in writing by or on behalf of Lessee in connection herewith is found to be incorrect or misleading in any material respect on the date made; (e) actual or attempted sale, lease or encumbrance of any of the Equipment or the making of any levy, seizure or attachment thereof or thereon; or (f) Lessee defaults in its obligations under any other agreement for borrowing money, lease financing of property, or otherwise receiving credit and the obligee thereunder (or trustee on its behalf) is permitted to exercise any remedies under the agreement.

Immediately upon the occurrence of an Event of Default hereunder, Lessor may demand payment of the Concluding Payment, together with all rental payments and other amounts that may have been appropriated through the end of the then current Fiscal Year and terminate this Lease Agreement or Lessee's rights hereunder and in any such event repossess the Equipment, which Lessee hereby agrees, at its expense, to surrender promptly to Lessor at such location in the continental United States as Lessor shall direct. In the alternative, Lessor may request that Lessee refrain from using the Equipment, purge any software and programming from its operating systems and destroy any hard or electronic copies of such software and programming. Upon Lessor's request, Lessee will provide Lessor with reasonable certifications as to the foregoing. If Lessor is entitled to repossess the Equipment or under any provision of this Lease Agreement, Lessee shall permit Lessor or its agents to enter the premises where the Equipment is then located. In the event of any such repossession, Lessee shall execute and deliver such documents as may reasonably be required to restore title to and possession of the Equipment to Lessor, free and clear of all liens and security interests to which the Equipment may have become subject. Upon repossession, if the Equipment is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Lessee, Lessee agrees, at its option, to (a) repair and restore the Equipment to the same condition in which it was received by Lessee (reasonable wear and tear excepted) or (b) pay to Lessor the reasonable costs of such repair and restoration, or (c) pay for the transfer of any and all licenses, rights, or interest in any software or programming, to the extent the foregoing may be assigned. If Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Nonappropriation as

herein provided and realizes net proceeds (after payment of costs) in excess of total rental payments that would have been paid during the Lease Term plus any other amounts then due hereunder, Lessor shall immediately pay the amount of any such excess to Lessee.

If Lessor terminates this Lease Agreement under this Paragraph 16 or an Event of Nonappropriation occurs hereunder and in either case Lessee continues to use the Equipment or if Lessee otherwise refuses to pay rental payments hereunder due during a Fiscal Year for which Lessee's governing body has appropriated sufficient legally available funds to pay such rental payments due hereunder, Lessor (i) may declare the rental payments due and owing for the Fiscal Year for which such appropriations have been made to be immediately due and payable, (ii) shall be entitled to bring such action at law or in equity to recover money and other damages attributable to such holdover period for the Equipment, and (iii) will be entitled to recover interest on all such amounts at the Default Rate.

Lessor shall also be entitled to exercise any or all remedies available to a secured party under the applicable Uniform Commercial Code and all other rights and remedies that Lessor may have at law or in equity. All rights and remedies of Lessor shall be cumulative and not alternative. Lessor's failure to exercise or delay in exercising any right or remedy shall not be construed as a waiver thereof, nor shall a waiver on one occasion be construed to bar the exercise of any right or remedy on a future occasion. Lessee agrees to reimburse Lessor for any expenses (including attorney's fees) reasonably incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor, but only from legally available funds.

17. **Late Payments.** Whenever any rental payment or other amount payable to Lessor by Lessee hereunder is not paid within ten (10) days after such due date, Lessee agrees to pay Lessor a late charge on the delinquent amount at the "Default Rate," which is one percent (1%) per month, or the maximum amount permitted under applicable law, whichever is less. Such amount(s) shall be payable solely from legally available funds in addition to all amounts payable by Lessee as a result of the exercise of any of the remedies herein provided.

18. **Rental Payments to Be Unconditional.** Except as expressly set forth in this Lease Agreement (including Paragraph 3), Lessee agrees that as of the Commencement Date, Lessee's obligations hereunder are absolute and unconditional and shall continue without set-off, deduction, counterclaim, abatement, recoupment, or reduction and regardless of any disability of Lessee to use the Equipment or any part thereof because of any reason including, but not limited to, war, act of God, governmental regulations, strike, loss, damage, destruction, obsolescence, failure of or delay in delivery or failure of the Equipment to operate properly.

19. **Tax Covenants.** Lessee agrees that it will not take any action that would cause the interest component of rental payments hereunder to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action which omission would cause the interest component of rental payments hereunder to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes. Lessee agrees to (a) execute and deliver to Lessor, upon Lessor's request, a tax certificate and agreement in form and content acceptable to Lessor and Lessee, relating to the establishment and maintenance of the excludability from gross income of the interest component of rental payments hereunder for federal income tax purposes; (b) complete and file in a timely manner an information reporting return as required by the Code; and (c) rebate an amount equal to excess earnings on the Escrow Fund to the federal government if required by, and in accordance with, Section 148(f) of the Code, and make the determinations and maintain the records required by the Code.

Lessee represents that neither Lessee nor any agency or unit of Lessee has on hand any property, including cash and securities, that is legally required or otherwise restricted (no matter where held or the source thereof) to be used directly or indirectly to purchase the Equipment. Lessee has not and will not

establish any funds or accounts (no matter where held or the source thereof) the use of which is legally required or otherwise restricted to pay directly or indirectly rental payments hereunder. Lessor and Lessee certify that, so long as any rental payments hereunder remain unpaid, moneys on deposit in the Escrow Fund will not be used in a manner that will cause this Lease Agreement to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code.

If Lessee breaches the covenants contained in this Paragraph 19, the interest component of rental payments hereunder may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, Lessee agrees to pay promptly after any such determination of taxability and on each rental payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error).

It is Lessor's and Lessee's intention that this Lease Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment hereunder for federal income tax purposes.

20. **Lessee Representations and Warranties.** Lessee hereby represents and warrants to and agrees with Lessor that:

(a) Lessee is an incorporated city within the State of California, and operates under a Council-Manager form of government, and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.

(b) Lessee has the power and authority under applicable law to enter into the transactions contemplated by this Lease Agreement and the Escrow Agreement and has been duly authorized to execute and deliver this Lease Agreement and the Escrow Agreement and to carry out its obligations hereunder and thereunder. Lessee has provided to Lessor a full, true and correct copy of a resolution or other appropriate official action of Lessee's governing body specifically authorizing Lessee to execute and deliver this Lease Agreement and the Escrow Agreement and all documents contemplated hereby and thereby. Lessee has provided to Lessor a full, true, and correct copy of an Incumbency Certificate in substantially the form attached as Exhibit F hereto relating to the authority of the officers who have executed and delivered this Lease Agreement and who will execute and deliver this Lease Agreement and the Escrow Agreement and all documents in connection herewith and therewith on behalf of Lessee.

(c) All requirements have been met and procedures have occurred in order to ensure the enforceability of this Lease Agreement and the Escrow Agreement, and Lessee has complied with such public bidding requirements, if any, as may be applicable to the transactions contemplated by this Lease Agreement and the Escrow Agreement.

(d) Lessee is not subject to any legal or contractual limitation or provision of any nature whatsoever that in any way limits, restricts or prevents Lessee from entering into this Lease Agreement and the Escrow Agreement, or performing any of its obligations hereunder or thereunder, except to the extent that such performance may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, known to be pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Lease Agreement or the Escrow Agreement, or any other agreement or instrument to which Lessee is a party and that is used or contemplated for use in the consummation of the transactions contemplated by this Lease Agreement or the Escrow Agreement. All authorizations, consents, and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Lease Agreement and the Escrow

Agreement or in connection with the carrying out by Lessee of its obligations hereunder and thereunder have been obtained.

(f) The payment of the rental payments or any portion thereof hereunder is not (under the terms of this Lease Agreement) directly or indirectly (i) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (ii) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local government unit. No portion of the purchase price for the Equipment will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(g) The entering into and performance of this Lease Agreement and the Escrow Agreement will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest, or other encumbrance upon any assets of Lessee or on the Equipment pursuant to an indenture, mortgage, deed of trust, bank loan or credit agreement, or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(h) Lessee's name as indicated on the first page of this Lease Agreement is its true, correct, and complete legal name.

(i) The useful life of the Equipment will not be less than the Lease Term hereof.

(j) Lessee has entered into this Lease Agreement for the purpose of purchasing, acquiring, and leasing the Equipment and not for the purpose of refinancing any outstanding obligation of Lessee more than 90 days in advance of its payment or prepayment date. The purchase price for the Equipment has been or will be paid directly by Lessor from the Escrow Fund to the Vendor, and no portion of the purchase price for the Equipment has been or will be paid to Lessee as reimbursement for any expenditure paid by Lessee more than 60 days prior to the execution and delivery hereof.

(k) The application, statements, and credit or financial information submitted by it to Lessor are true and correct and made to induce Lessor to enter into this Lease Agreement and the Escrow Agreement.

(l) During the term of this Lease Agreement, Lessee shall (i) provide Lessor, at or prior to the end of each Fiscal Year (commencing with the current Fiscal Year), with current budgets or other proof of appropriation for the ensuing Fiscal Year and such other information relating to Lessee's ability to continue the Lease Term for the next succeeding Fiscal Year as may be reasonably requested by Lessor and (ii) furnish or cause to be furnished to Lessor, at Lessee's expense, as soon as available and in any event not later than 180 days after the close of each Fiscal Year, the audited financial statements of Lessee at the close of and for such Fiscal Year, all in reasonable detail, audited by and with the report of Lessee's auditor.

(m) On the Commencement Date, Lessee shall cause to be executed and delivered to Lessor an Opinion of Lessee's Counsel in substantially the form attached as Exhibit G hereto.

(n) Lessee shall pay the excess (if any) of the actual costs of acquiring the Equipment hereunder over the amount deposited by Lessor in the Escrow Fund and interest earnings thereon.

(o) Lessee has experienced no material change in its financial condition since June 30, 2014.

(p) Lessee acknowledges that: (a) Lessor is acting solely for its own account and not as a fiduciary for Lessee or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor; (b) Lessor has not provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of Lessee with respect to its acquisition of the Equipment; and (c) Lessee has sought and

obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to this Lease Agreement from its financial, legal and other advisors (and not Lessor) to the extent that Lessee desired to obtain such advice.

21. **Execution in Counterparts; Chattel Paper.** This Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided, however,* that only Counterpart No. 1 hereof shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

22. **Applicable Law.** This Lease Agreement shall be construed under the laws of the State of California.

23. **Binding Effect; Severability; Survival.** This Lease Agreement shall not become effective until accepted by Lessor at its herein-described office, and upon such acceptance shall inure to and bind the parties, their successors, legal representatives, and assigns. No provision of this Lease Agreement that may be construed as unenforceable shall in any way invalidate any other provision hereof, all of which shall remain in full force and effect.

24. **Miscellaneous Provisions.** Any notice to a party hereunder shall be deemed given when mailed to that party by certified mail, return receipt requested, at its address set forth herein or such other address as either may designate for itself in such notice to the other. This Lease Agreement and the Escrow Agreement constitute the entire mutual understanding of the parties regarding the subject matter hereof and thereof and may not be modified except in writing, signed by the party against whom such modification is asserted. Upon the request of Lessor, Lessee shall at any time and from time to time execute and deliver such further documents and do such further acts as Lessor may reasonably request in order fully to effect the purposes hereof and any assignment hereof. If a court with competent jurisdiction rules that the interest rate charged hereunder exceeds the maximum rate of interest allowed by applicable law, then the effective rate of interest hereunder shall be automatically reduced to the maximum lawful rate allowable under the applicable laws.

[Remainder of page intentionally left blank]

THE UNDERSIGNED HEREBY AGREE TO ALL OF THE TERMS AND CONDITIONS AS SET FORTH IN THIS EQUIPMENT LEASE-PURCHASE AGREEMENT.

HOLMAN CAPITAL CORPORATION, Lessor	CITY OF MADERA, Lessee
By: x _____	By: x _____
Lance S. Holman	Name: Robert Poythress
President & CEO	Title: City Mayor

Counterpart No. _____ of three manually executed and serially numbered counterparts. To the extent that this Lease Agreement constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A
EQUIPMENT SCHEDULE TO EQUIPMENT LEASE-PURCHASE AGREEMENT
DATED AUGUST 17, 2015

1. DESCRIPTION OF THE EQUIPMENT:

The Lessee will be entering into a contract with Tyler Technologies (the "Vendor") for an Enterprise Resource Planning (ERP) System (as noted below in the Scope of Work). An ERP System is a business management software that an organization uses to collect, store, manage, and interpret data from various business activities. The ERP System will replace the existing system and provide the City with improved functionalities and capabilities. The ERP System (as noted below in the Scope of Work) will be purchased/installed pursuant to that certain License and Services Agreement, and related invoices and documents thereto (collectively, the "Vendor Contract") with/from Tyler Technologies (the "Vendor") and City of Madera. Additionally, the Lessee would like to acquire one (1) Hi-Tech/Spartan 1500GPM Pumper Fire Truck along with extra fittings through a "piggyback" to the contract and bid process of San Jose Fire entered into with Hi-Tech/Spartan EVS, Inc. Both contracts shall be financed by this Equipment Schedule dated August 17, 2015 to that certain Equipment Lease-Purchase Agreement dated August 17, 2015 by and between Holman Capital Corporation and the City of Madera, including, without limitation, the following:

Scope of Work	Equipment Cost	Percentage of Project Costs
ERP System:		
Application Software License Fees	$ 273,675.00	17.35%
Implementation and Consulting Services	$ 234,600.00	14.87%
Data Conversion Services	$ 86,600.00	5.49%
Other Tyler (Munis) Services	$ 257,324.00	16.31%
Other Hardware, Software and Services	$ 20,386.00	1.29%
ERP System Total	**$ 872,585.00**	**55.31%**
Fire Truck:		
Hi-Tech/Spartan 1500 GPM Pumper	$ 564,912.36	35.81%
Extra Fittings	$ 115,915.64	7.35%
Contingencies	$ 19,172.00	1.22%
Fire Truck Total	**$ 700,000.00**	**44.37%**
Total Project Cost	**$ 1,572,585.00**	**99.68%**
Documentation Fee	$ 5,000.00	0.32%
Total Financing Amount	**$ 1,577,585.00**	**100.00%**

together with all accessories, attachments, substitutions and accessions.

2. EQUIPMENT LOCATION: City of Madera, as more fully described on the Vendor Contract, including the Lessee's principal location at 205 West 4th Street, Madera, California 95367-3527.

3. RENTAL PAYMENT SCHEDULE: The rental payments shall be made for the Equipment as follows:

PAYMENT NUMBER	DATE DUE	TOTAL RENTAL PAYMENT DUE	INTEREST COMPONENT	PRINCIPAL COMPONENT	PURCHASE OPTION°
0	8/17/2015				
1	2/17/2016	$169,752.74	$21,376.28	$148,376.46	$1,472,084.80
2	8/17/2016	$169,752.74	$19,365.78	$150,386.96	$1,317,186.23
3	2/17/2017	$169,752.74	$17,328.03	$152,424.71	$1,160,188.78
4	8/17/2017	$169,752.74	$15,262.68	$154,490.06	$1,001,064.01

5	2/17/2018	$169,752.74	$13,169.34	$156,583.40	$ 839,783.11
6	8/17/2018	$169,752.74	$11,047.63	$158,705.11	$ 676,316.85
7	2/17/2019	$169,752.74	$8,897.18	$160,855.56	$ 510,635.62
8	8/17/2019	$169,752.74	$6,717.59	$163,035.15	$ 342,709.42
9	2/17/2020	$169,752.74	$4,508.46	$165,244.28	$ 172,507.81
10	8/17/2020	$169,752.74	$2,269.43	$167,483.31	$ -
Grand Totals		$1,697,527.40	$119,942.40	$1,577.585.00	

° *Assumes that all rental payments and additional rentals due on and prior to that date have been paid.*

4. INTEREST RATE: 2.71 %

5. COMMENCEMENT DATE: August 17, 2015

6. SCHEDULED LEASE TERM: 5 years

7. Lessee's current Fiscal Year extends from July 1, 2014 to June 30, 2015.

8. The terms and provisions of the Equipment Lease-Purchase Agreement described above (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

9. Lessee hereby represents, warrants, and covenants that (i) its representations, warranties, and covenants set forth in the Equipment Lease-Purchase Agreement (particularly Paragraph 20 thereof) are true and correct as though made on the date of execution of this Schedule, and (ii) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under this Schedule during Lessee's current Fiscal Year.

10. Interest, if any, accruing from the Commencement Date to the actual date of funding shall be retained by Lessor as additional consideration for entering into this Equipment Schedule.

[Remainder of page intentionally left blank]

CITY OF MADERA
as Lessee

By: _____
Name: Robert Poythress
Title: City Mayor

HOLMAN CAPITAL CORPORATION,
as Lessor

By: _____
Name: Lance S. Holman
Title: President & CEO

Counterpart No. _____ of three manually executed and serially numbered counterparts. To the extent that this Schedule constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

[Signature Page to Exhibit A- Equipment Schedule]

EXHIBIT B

NOTICE AND ACKNOWLEDGEMENT OF SALE OF RENTAL PAYMENTS AND ASSIGNMENT OF LEASE AGREEMENT AND ESCROW AGREEMENT

Holman Capital Corporation (*"Lessor"*) and the City of Madera (*"Lessee"*) have entered into an Equipment Lease-Purchase Agreement and Equipment Schedule thereto both dated August 17, 2015 (the *"Lease Agreement"*), under which Lessee has, or will have prior to its execution hereof, leased equipment (the *"Equipment"*) described therein.

Lessee is hereby notified that Lessor has assigned its right, title, and interest in and to the Lease Agreement, the leased Equipment, and the rental payments as permitted by the Lease Agreement.

Lessee is hereby directed to pay any and all rental payments and other amounts due under the Lease Agreement to Community Business Bank, and/or its affiliates (the "Assignee"), as directed by the Assignee or a paying agent acting on behalf of Assignee, pursuant to the instructions contained in any invoice or notice. Lessee will also direct any and all correspondence, notice and servicing requests to the Assignee at the following address:

Community Business Bank
Attn: Loan Servicing Department
1540 West Kettleman Lane, Suite A
Lodi, CA 95242
E-mail: dbryant@communitybizbank.com

By signing this Notice and Acknowledgment, Lessee agrees that it will pay all amounts due under the Lease Agreement as directed in the invoice without any set-off or deduction whatsoever notwithstanding any defect in, damage to or requisition of any of the Equipment leased under the Lease Agreement, any other similar or dissimilar event, any defense, set-off, counterclaim or recoupment arising out of any claim against Lessor or Assignee.

Lessee further acknowledges and agrees that Assignee has not assumed any of Lessor's obligations or duties under the Lease Agreement or made any warranties whatsoever as to the Lease Agreement or the Equipment. Lessee agrees that no change may be made to the Lease Agreement without the prior written consent of Assignee.

By signing this Notice and Acknowledgment, Lessee warrants that its representations and warranties under the Lease Agreement are true and correct on the date hereof.

Date: August 17, 2015

CITY OF MADERA, as Lessee

By: _____
Name: Robert Poythress
Title: City Mayor

EXHIBIT C-1

INSURANCE CERTIFICATION

Holman Capital Corporation
29883 Santa Margarita Parkway, Suite 100
Rancho Santa Margarita, CA 92688

August 17, 2015

Re: Equipment Lease-Purchase Agreement dated August 17, 2015

In connection with the above-referenced Lease Agreement, City of Madera, as lessee (the *"Lessee"*) certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

Name of Agent: [Insert Insurer Name Here- Lessee to provide]
Address: [Insert Address Here- Lessee to provide]
Phone: [Insert Phone Here—Lessee to provide]
to issue:

X *Liability Insurance.* Lessee is required to maintain public liability insurance, personal injury and property damage with policy limits of $5,000,000. The policy should be endorsed to name Community Business Bank (the assignee of Holman Capital Corporation) as an additional insured.

X *Casualty Insurance.* Lessee is required to maintain all risk extended coverage, malicious mischief and vandalism insurance for the Equipment described in the above-referenced Equipment Schedule in an amount not less than the greater of $1,577,585.00 the full replacement cost of the Equipment. Such insurance shall be endorsed to name Community Business Bank as a lender loss payee with respect to such Equipment.

The required insurance should also be endorsed to give Community Business Bank at least 30 days prior written notice of the effective date of any material alteration or cancellation of coverage, and an endorsement confirming that the interest of Community Business Bank shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee.

Proof of insurance coverage will be provided to Community Business Bank prior to and/or commensurate with the Commencement Date of the Lease.

Very truly yours,

CITY OF MADERA, as Lessee

By: _____
Name: Robert Poythress
Title: City Mayor

EXHIBIT C-2

Holman Capital Corporation
29883 Santa Margarita Parkway, Suite 100
Rancho Santa Margarita, CA 92688

August 17, 2015

Re: Equipment Lease-Purchase Agreement dated August 17, 2015

In connection with the above-referenced Lease Agreement, City of Madera, as lessee (the *"Lessee"*) certifies that it participates in an actuarially sound self-insurance program for property damage and public liability risks.

The following is attached (check all that apply):

☐ Letter from risk manager describing self-insurance program

☐ Other evidence of Lessee's participation in self-insurance program

Very truly yours,

CITY OF MADERA, as Lessee

By: _____
Name: Robert Poythress
Title: City Mayor

EXHIBIT D

ESSENTIAL USE CERTIFICATE

Holman Capital Corporation
29883 Santa Margarita Parkway, Suite 100
Rancho Santa Margarita, CA 92688

August 17, 2015

Re: Equipment Lease-Purchase Agreement dated August 17, 2015

I, Robert Poythress, the City Mayor of the City of Madera, as lessee (the *"Lessee"*), am qualified to answer the questions set forth below regarding the Equipment to be acquired by Lessee in connection with the above-referenced Lease Agreement:

1. *What is the specific use of the Equipment?*
   A. This apparatus will be used to supply fire suppression and Paramedic First Aid to the community of Madera.

   B. ERP system tracks the financial accountings of the entire city.

2. *What increased capabilities will the Equipment provide?*
   A. The increased capabilities include the latest technology in braking, driving aids and traction control to prevent accidents and further increase safety to our personnel.

   B. The system provides more time and information to City Staff to make decisions on a daily bases.

3. *Why is the Equipment essential to your ability to deliver governmental services?*
   A. Vehicle is essential to provide quality firefighting and emergency medical services to the citizens of Madera.

   B. The software is essential because it allows staff to maximize their time and offer more information to their constituents

4. *Does the Equipment replace existing equipment? (If so, please explain why you are replacing the existing equipment)*
   A. This specific piece of equipment will replace a front line fire apparatus in accordance with current NFPA standards and will also enhance our reserve line of fire equipment.

   B. The existing system is out dated and the software is no longer supported.

5. *Why did you choose this specific Equipment?*
   A. The selected equipment meets the Madera Fire Department's specifications and needs for its community and is the city standard.

   B. The system allows us to manage mission critical task, budget items, and deploy taxpayer funds efficiently throughout the City of Madera.

6. *For how many years do you expect to utilize the Equipment?*
   A. We intend to utilize the equipment for an estimated time of ten years in front line service and five years of reserve status. This complies with NFPA 1901 recommendation of in service fire equipment.

   B. We intend to utilize this equipment for the next 15 to 20 years.

Very truly yours,
CITY OF MADERA, as Lessee

By: _____
Name: Robert Poythress
Title: City Mayor

[Signature Page to Essential Use Certificate]

EXHIBIT E

INCUMBENCY CERTIFICATE

I, Sonia Alvarez, do hereby certify that I am the City Clerk of the City of Madera, which is an incorporated city within the State of California, and operates under a Council-Manager form of government, and that I have custody of the records of such entity.

I hereby certify that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the City holding the offices set forth opposite their respective names. I further certify that:

(i) The signatures set opposite their respective names and titles are their true and authentic signatures, and

(ii) Such officers have the authority on behalf of such entity to:

a. Enter into that certain Equipment Lease-Purchase Agreement and Equipment Schedule both dated August 17, 2015 (the *"Lease Agreement"*), between the City of Madera and Holman Capital Corporation, as lessor, and

b. Enter into that certain Escrow dated August 17, 2015 (the *"Escrow Agreement"*), between the City of Madera, Community Business Bank, as escrow agent, and Holman Capital Corporation, as lessor, and to execute various payment and disbursement request forms,

c. Execute Certificates of Acceptance and other certificate, documents, and agreements relating to the Lease Agreement and/or Escrow Agreement.

NAME	TITLE	SIGNATURE
Robert Poythress	City Mayor	_____
		_____
		_____

IN WITNESS WHEREOF, I have duly executed this Certificate on behalf of the City of Madera, California.

August 17, 2015

_____
Sonia Alvarez, City Clerk

EXHIBIT F

OPINION OF LESSEE'S COUNSEL

August 17, 2015

Holman Capital Corporation
29883 Santa Margarita Parkway, Suite 100
Rancho Santa Margarita, CA 92688

Re: Equipment Lease-Purchase Agreement and Equipment Schedule both dated August 17, 2015

Ladies and Gentlemen:

As counsel to the City of Madera (the *"Lessee"*), I have examined the Equipment Lease-Purchase Agreement and Equipment Schedule both dated August 17, 2015 (collectively, the *"Lease Agreement"*), between the Lessee and Holman Capital Corporation, as lessor (*"Lessor"*), the form of the Escrow Agreement, together the Disbursement Request Form and Certificate of Acceptance (collectively, the *"Escrow Agreement"*), and the proceedings taken by the Governing Body of the Lessee to authorize on behalf of the Lessee the execution and delivery of the Lease Agreement and the Escrow Agreement and the investment of the lease proceeds into the Permitted Investment (as such term is defined in the Escrow Agreement). The Lease Agreement and the Escrow Agreement are herein collectively referred to as the *"Transaction Documents."* Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. The Lessee is an incorporated city within the State of California, and operates under a Council-Manager form of government, with full power and authority to enter into the Transaction Documents. Lessee is a political subdivision within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended.

2. The Transaction Documents have each been duly authorized, executed, and delivered by the Lessee. The Permitted Investment has been duly authorized by the Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Transaction Documents constitute legal, valid, and binding obligations of the Lessee, enforceable against the Lessee in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.

3. The Equipment to be leased pursuant to the Lease Agreement constitutes personal property and, when subjected to use by the Lessee, will not be a fixture under applicable law.

4. The Lessee has complied with any applicable public bidding requirements in connection with the Transaction Documents and the transactions contemplated thereby. The resolution adopted by the Governing Body of the Lessee authorizing the execution and delivery of the Transaction Documents, the investment of lease proceeds into the Escrow Account and Permitted Investments, and certain other matters was adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.

5. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery, or performance by the Lessee of the Transaction Documents or in any way to contest the validity of the Transaction Documents, to contest or question the creation or existence

of the Lessee or the Governing Body of the Lessee or the authority or ability of the Lessee to execute or deliver the Transaction Documents or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened seeking to restrain or enjoin the Lessee from annually appropriating sufficient funds to pay the rental payments or other amounts contemplated by the Lease Agreement. The entering into and performance of the Transaction Documents do not and will not violate any judgment, order, law, or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest, or other encumbrance upon any assets of the Lessee or on the Equipment (as such term is defined in the Lease Agreement) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement, or other instrument to which the Lessee is a party or by which it or its assets may be bound.

This opinion may be relied upon by purchasers and assignees of Lessor's interests in the Lease Agreement.

Respectfully submitted,

Firm Name

EXHIBIT G:

The City of Madera, as issuer, (the "Lessee") under that certain Equipment Lease-Purchase Agreement (the "Agreement") dated as of August 17, 2015 to which this Designation is attached, hereby designates the Agreement as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Lessee hereby represents that the Lessee reasonably anticipates that the Lessee and other entities that the Lessee controls will not issue tax-exempt obligations (including the Agreement) the aggregate principal amount of which exceed $10,000,000 during the calendar year in which the Agreement is executed and delivered and interest commences to accrue thereunder.

This Designation is attached to and made a part of the Agreement and inures to the benefit of the Purchaser and its successors and/or assigns.

EXECUTED as of this 17th day of August, 2015.

CITY OF MADERA, as Lessee

By: _____
Name: Robert Poythress
Title: City Mayor

EXHIBIT H

POST-ISSUANCE TAX COMPLIANCE PROCEDURES

Dated: August 17, 2015

The following certificate is delivered in connection with the execution and delivery of the Equipment Lease-Purchase Agreement dated August 17, 2015 (the "Lease Agreement"), entered into between the City of Madera (the "Lessee") and Holman Capital Corporation (the "Corporation"). Capitalized terms used herein have the meanings defined in the Lease Agreement.

Section 1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment (the "Equipment") to be acquired by Lessor and leased to Lessee pursuant to and in accordance with the Equipment Schedule executed under the Agreement (together with all related documents executed pursuant thereto and contemporaneously herewith, the "Financing Documents"). As described in the Financing Documents, Lessor shall apply **$1,572,585.00** (the "Principal Amount") toward the acquisition of the Equipment and closing costs, and Lessee shall make Rental Payments under the terms and conditions as set forth in the Financing Documents.

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents, pursuant to the resolution or other official action of Lessee adopted with respect to the Financing Documents, a copy of which has been delivered to Lessor.

1.3. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Schedule. The Principal Amount will be deposited in escrow by Lessor on the date of issuance of the Financing Documents and held by **Community Business Bank**, as escrow agent (the "Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement dated as of August 17, 2015 (the "Escrow Agreement"), by and between Lessor and Escrow Agent.

1.4 Lessee will timely file for each payment schedule issued under the Lease a Form 8038-G (or, if the invoice price of the Equipment under such schedule is less than $100,000, a Form 8038-GC) relating to such Lease with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").

1.5 The Lease is a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 2. Non-Arbitrage Certifications.

2.1. The Rental Payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be created or maintained for the payment of the Rental Payments due under the Financing Documents or pledged as security therefor.

2.2. There have been and will be issued no obligations by or on behalf of Lessee that would be deemed to be (i) issued or sold within fifteen (15) days before or after the date of issuance of the Financing Documents, (ii) issued or sold pursuant to a common plan of financing with the Financing Documents and (iii) paid out of substantially the same source of funds as, or deemed to have substantially the same claim to be paid out of substantially the same source of funds as, the Financing Documents.

2.3. Lessee does not and will not have on hand any funds that are or will be restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, as a substitute, replacement or separate source of financing for the Equipment.
2.4. No portion of the Principal Amount is being used by Lessee to acquire investments which produce a yield materially higher than the yield realized by Lessor from Rental Payments received under the Financing Documents.
2.5. The Principal Amount does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the Equipment.
2.6. Lessee does not expect to convey, sublease or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final Payment Date under the Financing Documents.

Section 3. Disbursement of Funds; Reimbursement to Lessee.
3.1 It is contemplated that the entire Principal Amount will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof or for any financial advisory or closing costs, provided that, if applicable, a portion of the principal amount may be paid to Lessee as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.2 below are satisfied.
3.2 Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless each of the following conditions have been satisfied:
(a) Lessee adopted a resolution or otherwise declared its official intent in accordance with Treasury Regulation § 1.150-2 (the "Declaration of Official Intent"), wherein Lessee expressed its intent to be reimbursed from the proceeds of a borrowing for all or a portion of the cost of the Equipment, which expenditure was paid to the Vendor not earlier than sixty (60) days before Lessee adopted the Declaration of Official Intent;
(b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months after the expenditure was paid or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;
(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles; and
(d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treasury Regulation § 1.148-10 to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements.

Section 4. Use and Investment of Funds; Temporary Period.
4.1. Lessee has incurred or will incur, within six (6) months from the date of issuance of the Financing Documents, binding obligations to pay an amount equal to at least five percent (5%) of the Principal Amount toward the costs of the Equipment. An obligation is not binding if it is subject to contingencies within Lessee's control. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.
4.2. An amount equal to at least eighty-five percent (85%) of the Principal Amount will be expended to pay the cost of the Equipment by the end of the three-year period commencing on the date of this Certificate. No portion of the Principal Amount will be used to acquire investments that do not carry out the governmental purpose of the Financing Documents and that have a substantially guaranteed yield of four (4) years or more.
4.3.(a) Lessee covenants and agrees that it will rebate an amount equal to excess earnings on the Principal Amount deposited under the Escrow Agreement to the Internal Revenue Service if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by and otherwise comply with the regulations applicable thereto. Lessee reasonably expects to cause the Equipment to be acquired by January 2017, but not later than July 2017.

(b) Lessee will provide evidence to Lessor that the rebate amount has been calculated and paid to the Internal Revenue Service in accordance with Section 148(f) of the Code unless (i) the entire Principal Amount is expended on the Equipment by the date that is the six-month anniversary of the Financing Documents or (ii) the Principal Amount is expended on the Equipment in accordance with the following schedule: At least fifteen percent (15%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within six months from the date of issuance of the Financing Documents; at least sixty percent (60%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within 12 months from the date of issuance of the Financing Documents; and one hundred percent (100%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment prior to eighteen (18) months from the date of issuance of the Financing Documents.
(c) Lessee hereby covenants that (i) Lessee is a governmental unit with general tax powers; (ii) the Lease is not a "private activity bond" under Section 141 of the Code; and (iii) at least ninety-five percent (95%) of the Principal Amount is used for the governmental activities of Lessee.

Section 5. Escrow Account.
The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the Equipment. Lessee acknowledges that the provisions of Sections 2 and 4 herein are particularly applicable when the Principal Amount is funded into an Escrow Fund subject to the Escrow Agreement.

Section 6. No Private Use; No Consumer Loan.
6.1. Lessee will not exceed the private use restrictions set forth in Section 141 of the Code. Specifically, Lessee will not permit more than 10% of the Principal Amount to be used for a Private Business Use (as defined herein) if, in addition, the payment of more than ten percent (10%) of the Principal Amount plus interest earned thereon is, directly or indirectly, secured by (i) any interest in property used or to be used for a Private Business Use or (ii) any interest in payments in respect of such property or derived from any payment in respect of property or borrowed money used or to be used for a Private Business Use.
6.2. In addition, if both (A) more than five percent (5%) of the Principal Amount is used as described above with respect to Private Business Use and (B) more than five percent (5%) of the Principal Amount plus interest earned thereon is secured by Private Business Use property or payments as described above, then the excess over such five percent (5%) (the "Excess Private Use Portion") will be used for a Private Business Use related to the governmental use of the Equipment. Any such Excess Private Use Portion of the Principal Amount will not exceed the portion of the Principal Amount used for the governmental use of the particular project to which such Excess Private Use Portion is related.
6.3. For purposes of paragraph 6.2 above, "Private Business Use" means use of bond proceeds or bond financed-property directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and excluding use as a member of the general public.
6.4. No part of the Principal Amount or interest earned thereon will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

Section 7. No Federal Guarantee.
7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.
7.2. No portion of the Principal Amount or interest earned thereon shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or

accounts if such investment would cause the financing under the Financing Documents to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 8. Miscellaneous.

8.1. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with the registration requirements of Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

8.2. Lessee shall maintain complete and accurate records establishing the expenditure of the Principal Amount and interest earnings thereon for a period of five (5) years after payment in full under the Financing Documents.

8.3. To the best of the undersigned's knowledge, information and belief, the above expectations are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

8.4. The Lessee's Tax Identification Number is: 94-6000365.

8.5. The Lessee has adopted, or will adopt in a reasonable period post-closing, by resolution, separate written procedures regarding ongoing compliance with federal tax requirements necessary to keep, ensure and maintain the interest portions of the Rental Payments under the Lease Agreement as excluded form Lessor's gross income for federal income tax purposes, and will, on an annual basis, conduct an audit of the Lease Agreement to ensure compliance with such procedures

IN WITNESS WHEREOF, this Post-Issuance Tax Compliance Procedures Certificate has been executed on behalf of Lessee as of August 17, 2015.

CITY OF MADERA, CALIFORNIA

By: _____
Name: Robert Poythress
Title: City Mayor

EXHIBIT I:

ESCROW AGREEMENT

LESSOR:
Holman Capital Corporation
29883 Santa Margarita Parkway
Suite 100
Rancho Santa Margarita, CA 92688

ESCROW AGENT:
Community Business Bank
1550 Harbor Blvd, Suite 200
West Sacramento, CA 95691

LESSEE:
City of Madera
205 West 4th Street
Madera. CA 95367-3527

THIS ESCROW AGREEMENT (this *"Escrow Agreement"*) is made as of August 17, 2015, between Holman Capital Corporation (*"Lessor"*), the City of Madera (*"Lessee"*), and Community Business Bank (the *"Escrow Agent"*).

Lessor and Lessee have heretofore entered into that certain Equipment Lease-Purchase Agreement and Equipment Schedule both dated August 17, 2015 (the *"Lease Agreement"*). The Lease Agreement contemplates that certain Equipment described therein (the *"Equipment"*) is to be acquired from the vendor(s) or manufacturer(s) thereof.

After acceptance of the Equipment by Lessee, the Equipment is to be leased by Lessor to Lessee pursuant to the terms of the Lease Agreement.

The Lease Agreement contemplates that Lessor will deposit with the Escrow Agent cash in the amount of $1,577,585.00 (the *"Deposit Amount"*), for deposit into the escrow fund (the *"Escrow Fund"*), to be held in escrow by the Escrow Agent and applied on the express terms and conditions set forth herein. Such deposit into the Escrow Fund, together with all interest and additions received with respect thereto, is to be applied from time to time to pay the vendor(s) or manufacturer(s) of the Equipment its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee). The Escrow Fund is to be held in Lessee's name for the benefit of Lessee and Lessor, and Lessee has granted to Lessor a first priority and perfected security interest in the Escrow Fund and any all proceeds, interest and other earnings thereon and investments therein to the Lessor by virtue of the execution of this Escrow Agreement without the need for any additional filings or financing statements.

The parties desire to set forth the terms on which the escrow is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, the parties agree as follows:

1. The Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The Escrow Agent agrees that the Escrow Fund shall be held irrevocably in trust for the account and benefit of Lessee and all interest earned with respect to the

Escrow Fund shall accrue to the benefit of Lessee and shall be applied as expressly set forth herein.

To the limited extent required to perfect the first, priority security interest hereby granted by Lessee to Lessor in the cash and negotiable instruments from time to time held in the Escrow Fund, Lessor hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash and negotiable instruments on behalf of Lessor.

2. On such day as determined to the mutual satisfaction of the parties (the "Commencement Date"), Lessor shall deposit with the Escrow Agent cash in the amount of the Deposit Amount to be held by the Escrow Agent on the express terms and conditions set forth herein. The Escrow Agent agrees to accept the deposit of the Deposit Amount by Lessor with the Escrow Agent, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto in escrow on the express terms and conditions set forth herein.

3. The Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of the Escrow Agent as being held in its capacity as Escrow Agent. Cash, securities and other negotiable instruments held in the Escrow Fund from time to time shall be held or registered in the name of the Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. Lessee hereby directs the Escrow Agent to invest the cash held in the Escrow Fund in a Community Business Bank non-interest bearing demand deposit account with no fees or costs (as more particularly described in Schedule B hereto, the "Permitted Investment"), or such other investments as Escrow Agent may from time to time offer and Lessee may from time to time specify in writing, to the extent the same are at the time legal for investment of the funds being invested. Interest (if any) or other amounts earned and received by the Escrow Agent with respect to the Escrow Fund shall be deposited in and become a part of the Escrow Fund. No investment shall be made that would cause the Lease Agreement to be deemed to be an arbitrage bond within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended.

5. Lessor and Lessee hereby authorize the Escrow Agent to take the following actions with respect to the Escrow Fund:

   a. From time to time, the Escrow Agent shall pay the vendor or manufacturer of the Equipment payments then due and payable, or reimburse Lessee for amounts that it has paid to the vendor or manufacturer of the Equipment, upon receipt of the following: (a) a duly executed Certificate of Acceptance and Payment Request in the form attached as Exhibit A hereto, (b) the vendor(s) or manufacturer(s) invoice(s) specifying the acquisition price of the Equipment described in the requisition request, and (c) any additional documentation required by Lessor.

b. On the Commencement Date, the Escrow Agent shall pay to Holman Capital Corporation a documentation fee in the amount of $5,000.00. The Escrow Agent will not charge fees for the ordinary services it renders in connection herewith.

c. If Lessor provides to the Escrow Agent written notice of the occurrence of an Event of Default or an Event of Nonappropriation by Lessee under the Lease Agreement, the Escrow Agent shall thereupon promptly remit to Lessor the entire balance of the Escrow Fund.

d. Upon receipt by the Escrow Agent of a duly executed Certificate of Acceptance and Payment Request identified as the final such request, the Escrow Agent shall transfer the then remaining balance of the Escrow Fund to Lessee, upon the express condition that Lessee hereby agrees to use such excess amount solely for capital expenditures as shall be approved by Lessee or, at the written direction of Lessee, for application against the interest component of the Lessee's payment obligation under the Lease Agreement, as provided therein, unless otherwise agreed by Lessor.

6. The Escrow Agent shall have no liability for acting upon any written instruction presented by Lessee and Lessor in connection with this Escrow Agreement that the Escrow Agent in good faith believes to be genuine. Furthermore, the Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own gross negligence, willful misconduct, or bad faith. The Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made pursuant to Section 4.

7. To the extent authorized by law, Lessee hereby agrees to indemnify and save the Escrow Agent harmless against any liabilities that it may incur in the exercise and performance of its powers and duties hereunder and that are not due to the Escrow Agent's gross negligence or willful misconduct. No indemnification will be made under this Section or elsewhere in this Escrow Agreement for damages arising solely out of gross negligence, willful misconduct, or bad faith by the Escrow Agent, its officers, agents, employees, successors or assigns.

8. The Escrow Agent may at any time resign by giving at least 30 days' prior written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of the successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by instrument in writing executed by Lessor and Lessee. Such notice shall set forth the effective date of the removal. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Upon the effective date of resignation or removal, the Escrow Agent will transfer the Escrow Fund then held by it to the successor Escrow Agent selected by Lessor and Lessee.

9. This Escrow Agreement shall terminate upon receipt by the Escrow Agent of the written notice from Lessor specified in Section 5(c) or Section 5(d) hereof.

10. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other party at its respective address shown on page 1 of this Escrow Agreement or at such other address as such party shall from time to time designate in writing to the other parties; and shall be effective on the date or receipt.

11. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of the Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor and Lessee.

12. This Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification, or change of terms hereof shall bind any party unless in writing signed by all parties.

13. The Escrow Agent may employ agents, attorneys and accountants in connection with its duties hereunder and shall not be liable for any action taken or omitted in good faith in accordance with the advice of counsel, accountants, or other skilled persons.

14. This Escrow Agreement shall be governed by and be construed and interpreted in accordance with the internal laws of the State of California.

[Remainder of page intentionally left blank]

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

LESSOR: HOLMAN CAPITAL CORPORATION

By: _____
Lance S. Holman
President &CEO

LESSEE: CITY OF MADERA

By: _____
Robert Poythress
City Mayor

ESCROW AGENT: COMMUNITY BUSINESS BANK

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT A TO ESCROW AGREEMENT

CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST

The following payment request is directed to Community Business Bank (the *"Escrow Agent"*), as escrow agent under that certain Escrow Agreement dated August 17, 2015 (the *"Escrow Agreement"*), between the City of Madera (*"Lessee"*), Holman Capital Corporation (*"Lessor"*), and the Escrow Agent. Because Holman Capital Corporation has assigned all of its right, title, and interest in and to the Escrow Agreement to Community Business Bank, all references herein to "Lessor" shall mean Community Business Bank.

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under the Escrow Agreement the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee). The equipment described below is part or all of the Equipment leased pursuant to that certain Equipment Lease-Purchase Agreement and Equipment Schedule both dated August 17, 2015 (the *"Lease Agreement"*), between Lessor and Lessee:

LOCATION	DESCRIPTION OF UNITS OF EQUIPMENT	AMOUNT	PAYEE

Lessee hereby certifies and represents to and agrees with Lessor as follows with respect to the Equipment described above: (i) the Equipment has been delivered to the location(s) set forth in the Lease Agreement; (ii) a present need exists for the Equipment, which need is not temporary or expected to diminish in the near future; (iii) the Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (iv) the estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of the Lease Agreement; (v) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate; (vi) the Equipment is covered by insurance in the types and amounts required by the Lease Agreement; (vii) no Event of Default or Event of Nonappropriation, as those terms are defined in the Lease Agreement, and no event that with the giving of notice or lapse of time or both, would become an Event of Default or an Event of Nonappropriation, has occurred and is continuing on the date hereof; and (viii) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Lease Agreement during Lessee's current Fiscal Year.

Based on the foregoing, the Escrow Agent is hereby authorized and directed to fund the acquisition of the Equipment set forth above by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices from the Escrow Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) Original Invoice(s) and (b) Copies of Certificate(s) of Ownership, designating Lessor as legal owner, and evidence of filing.

IF REQUEST IS FINAL REQUEST, CHECK HERE ☐. The undersigned hereby certifies that the items of Equipment described above, together with the items of Equipment described in and accepted by Certificates of Acceptance and Payment Requests previously filed by Lessee with Lessor constitute all of the Equipment subject to the Lease Agreement. By checking the foregoing box, Lessee certifies and confirms that Lessor has performed all of its obligations under the Lease Agreement.

Acceptance Date: _____

Approved:

COMMUNITY BUSINESS BANK, as Lessor	CITY OF MADERA, as Lessee
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

SCHEDULE A TO ESCROW AGREEMENT:

NOTICE AND ACKNOWLEDGEMENT OF
ASSIGNMENT OF ESCROW AGREEMENT

Holman Capital Corporation ("Lessor"), City of Madera ("Lessee"), and Community Business Bank ("Escrow Agent") have entered into an Escrow Agreement dated August 17, 2015 (the "Escrow Agreement'), pursuant to which Lessor, or its Assignee (as defined below), has deposited cash into the Escrow Fund established thereunder, which funds are to be used by Lessee to acquire certain Equipment.

Escrow Agent is hereby notified that Lessor has assigned all of its right, title, and interest in and to, but not its obligations under, the Escrow Agreement to Community Business Bank ("Assignee"), including, in particular, but without limitation, Lessor's security interest in the Escrow Fund and Lessor's right to approve all payment requests submitted by Lessee.

Date: August 17, 2015

LESSOR: HOLMAN CAPITAL CORPORATION

By: _____
Lance S. Holman
President &CEO

LESSEE: CITY OF MADERA

By: _____
Robert Poythress
City Mayor

ESCROW AGENT: COMMUNITY BUSINESS BANK

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE B TO ESCROW AGREEMENT:

DISCLOSURE AND AUTHORIZATION FOR PERMITTED INVESTMENT

COMMUNITY BUSINESS BANK NON-INTEREST BEARING DEMAND DEPOSIT ACCOUNT

Client: City of Madera

Lease Issuance: August 17, 2015

DISCLOSURE

The Community Business Bank Non-Interest Bearing Demand Deposit Account (the "Permitted Investment") is a non-interest bearing checking account exclusively for mutual customers of Holman Capital Corporation and Community Business Bank. The Permitted Investment is not endorsed, collateralized or guaranteed by, and does not constitute obligations of Community Business Bank or its affiliates; however, the funds held in this account are considered insured deposits by the FDIC. A copy of all accounts disclosures and/or a prospectus have been provided to the undersigned Lessee. We hereby acknowledge receipt of the foregoing.

AUTHORIZATION

With respect to the above referenced Lease Issuance of the Lessee, Community Business Bank is hereby authorized and directed to invest the Lease Proceeds in the Permitted Investment pending additional investment directions and/or distribution instructions from the Lessee and/or Lessor, subject to the express terms contained in the Escrow Agreement.

LESSEE
City of Madera

By: _____ Date: _____
Name: Robert Poythress
Title: City Mayor

CLOSING MEMORANDUM

$1,577,585.00 LEASE OF EQUIPMENT
PURSUANT TO THAT EQUIPMENT LEASE-PURCHASE AGREEMENT AND EQUIPMENT SCHEDULE THERETO
DATED AUGUST 17, 2015
BETWEEN CITY OF MADERA, AS LESSEE, AND
HOLMAN CAPITAL CORPORATION, AS LESSOR

Pre-Closing: Pre-Closing will be held at the Lessee's convenience, on or before **August 10, 2015**. All documents will be executed and three (3) blue ink originals will be overnighted to Holman Capital Corporation, Attn.: Aditya Kajaria, 29883 Santa Margarita Parkway, Suite 100, Rancho Santa Margarita, 92688 for delivery no later than 9:00 am on the morning of **August 1, 2015** and held in trust until such time as the wires and original documents are released by the Parties.

Closing: (1) By internal funds transfer and pending receipt of original, executed Lease Documents, on the morning of **August 17, 2015**, the Investor is authorized by Lessee to transfer via internal credit the Total Equipment Cost (as defined below) to Escrow Agent, pursuant to a general ledger credit to the Escrow Account as follows:

Bank Name:	Community Business Bank
ABA Number:	121144191
Account Number:	TBD
Account Name:	City of Madera

(2) By internal funds transfer and pending receipt of original, executed Lease Documents, on the morning of **August 17, 2015**, the Investor is authorized by Lessee to transfer via internal credit the Issuance Costs (as defined below) to Lessor, pursuant to a general ledger credit to the Lessor as follows:

Bank Name:	Community Business Bank
ABA Number:	121144191
Account Number:	201008281
Account Name:	Holman Capital Corporation

Counsel for each of the Parties will confirm by e-mail receipt of funds and then the release of all original documents held in trust, when such funds and/or documents are in the possession of each of the Parties. Upon confirmation by Escrow Agent of the Lease Proceeds, Lessee will wire closing costs, legal fees and other amounts to the parties in accordance with the invoices attached hereto.

Sources and Uses of Funds:

Principal Amount of Lease	$ 1,572,585.00
TOTAL SOURCES	**$ 1,572,585.00**
Total Equipment Cost:	$ 1,572,585.00
Issuance Costs:	$ 5,000.00
TOTAL LEASE PROCEEDS	**$ 1,577,585.00**

Attest:
CITY OF MADERA

By:_____
Name: Robert Poythress
Title: City Mayor

Form **8038-G**
(Rev. September 2011)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ **Under Internal Revenue Code section 149(e)**
▶ **See separate instructions.**
Caution: *If the issue price is under $100,000, use Form 8038-GC.*

OMB No. 1545-0720

Part I Reporting Authority

If **Amended Return**, check here ▶ ☐

1 Issuer's name City of Madera	**2** Issuer's employer identification number (EIN) 94-6000365
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	**3b** Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite 205 West 4th Street	**5** Report number *(For IRS Use Only)* 3
6 City, town, or post office, state, and ZIP code Madera, CA 95367-3527	**7** Date of issue **August 17, 2015**
8 Name of issue **Lease Purchase Agreement**	**9** CUSIP number **None**
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) **Tim Przybyla, Finance Director**	**10b** Telephone number of officer or other employee shown on 10a **559-661-5453**

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11		
12	Health and hospital	12		
13	Transportation	13		
14	Public safety	14	1,577,585	00
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe ▶	18		
19	If obligations are TANs or RANs, check only box 19a ▶ ☐ If obligations are BANs, check only box 19b ▶ ☐			
20	If obligations are in the form of a lease or installment sale, check box ▶ ☐			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	08/17/2020	$ 1,607,779.00	$ 1,577,585.00	2.75 years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22		
23	Issue price of entire issue (enter amount from line 21, column (b))			23	1.607,779	00
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	35,194 00			
25	Proceeds used for credit enhancement	25				
26	Proceeds allocated to reasonably required reserve or replacement fund	26				
27	Proceeds used to currently refund prior issues	27				
28	Proceeds used to advance refund prior issues	28				
29	Total (add lines 24 through 28)			29	35,194	00
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	1,572,585	00

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the bonds to be currently refunded ▶	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ▶	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b	Enter the final maturity date of the GIC ▶			
c	Enter the name of the GIC provider ▶			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool obligation ▶

c Enter the EIN of the issuer of the master pool obligation ▶

d Enter the name of the issuer of the master pool obligation ▶

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☑

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶

c Type of hedge ▶

d Term of hedge ▶

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶

b Enter the date the official intent was adopted ▶

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative — Date

Robert Poythress, City Mayor
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

Return to Agenda

REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of August 5, 2015
Agenda Item Number C-4

SUBJECT: Consideration of an Introduction of an Ordinance of the City Council of the City of Madera, California, Amending Title IX of the Madera Municipal Code to add Chapter 4 to provide an expedited streamlined permitting process for small residential rooftop solar systems.

RECOMMENDATION:

City Council Introduce Ordinance Amending Title IX of the Madera Municipal Code to add Chapter 4.

SUMMARY:

The City of Madera Building Division recommends the adoption. This amendment is an update to the currently adopted California State provisions.

DISCUSSION:

In September of 2014 Governor Brown signed into law the Solar Permitting Efficiency Act (Assembly Bill 2188). This Act requires local governments to adopt an administrative ordinance creating an expedited permit process for rooftop solar installations. Under the law the local ordinance must "substantially conform" to the guidebook drafted by the Governor's Office of Planning and Research. The intent of "substantially conform" is intended to provide latitude for local governments to address local issues and concerns while still meeting the goal of streamlining the permitting process.

The overall goals of the Act are to improve the ease, cost and efficiency of obtaining permits for rooftop solar installations. The belief is that the guidelines will make solar power more accessible to California Residents, and thereby provide cleaner energy throughout the State.

FISCAL IMPACT:

The fiscal impact to the City's General Fund remains the same.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

This change is consistent with the goals of the Vision Plan to "ensure sufficient economic resources to provide adequate City services and prepare for future growth."

ORDINANCE NO. _____ C.S.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AMENDING TITLE IX OF THE MADERA MUNICIPAL CODE TO ADD CHAPTER 4 TO PROVIDE AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS

WHEREAS, the City Council of the City of Madera recognizes the importance of "green technology" and by this Ordinance, seeks to implement Assembly Bill 2188 by creating an expedited, streamlined permitting process for small residential rooftop solar energy systems.

THE CITY COUNCIL OF THE CITY OF MADERA DOES ORDAIN AS FOLLOWS:

SECTION 1. Environmental Determination. The project is exempt from environmental review per CEQA Guidelines under the General Rule (Section 15061(b)(3)). The project involves updates and revisions to existing regulations. The proposed code amendments are consistent with California Law, specifically Government Code section 65850.5 and Civil Code section 714. It can be seen with certainty that the proposed Municipal Code text amendments will have no significant negative effect on the environment.

SECTION 2. Chapter 4 of Title IX, of the City of Madera's Municipal Code, establishing an expedited, streamlined permitting process for Small Residential Rooftop Solar Systems, is hereby added to read as follows:

Chapter 9
EXPEDITED PERMIT PROCESS FOR
SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS

9-4.01 Purpose and Intent.
The purpose of the chapter is to provide an expedited, streamlined solar permitting process that complies with the Solar Rights Act and AB 2188 (Chapter 521, Statutes 2014, CA Government Code Section 65850.5) in order to achieve timely and cost-effective installations of small residential rooftop solar energy systems. This chapter encourages the use of solar systems by removing unreasonable barriers, minimizing costs to property owners and the city and expanding the ability of property owners to install solar energy systems. This chapter allows the city to achieve these goals while protecting the public health and safety.

9-4.02 Definitions .
As used in this chapter:
(A) "*Solar Energy System*" means either of the following:
(1) Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating, space cooling, electric generation, or water heating.

(2) Any structural design feature of a building, whose primary purpose is to provide for the collection, storage, and distribution of solar energy for electricity generation, space heating or cooling, or for water heating.

(B) "*Small residential rooftop solar energy system*" means all of the following:

(1) A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.

(2) A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the City, and all state and City health and safety standards.

(3) A solar energy system that is installed on a single or two family dwelling.

(4) A solar panel or module array that does not exceed the maximum legal building height as defined by the City.

(C) "*Electronic submittal*" means the utilization of electronic e-mail or submittal via the internet.

(D) "*Specific, adverse impact*" means a significant, quantifiable, direct, unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

(E) "*Reasonable restrictions*" on a solar energy system are those restrictions that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.

(F) "*Restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance*" means:

(1) For Water Heater Systems or Solar Swimming Pool Heating Systems: an amount exceeding 10 percent of the cost of the system, but in no case more than one thousand dollars ($1,000), or decreasing the efficiency of the solar energy system by an amount exceeding 10 percent, as originally specified and proposed.

(2) For Photovoltaic Systems: an amount not to exceed one thousand dollars ($1,000) over the system cost as originally specified and proposed, or a decrease in system efficiency of an amount exceeding 10 percent as originally specified and proposed.

9-4.03 Applicability.

(A) This chapter applies to the permitting of all small residential rooftop solar energy systems in the city.

(B) Small residential rooftop solar energy systems legally established or permitted prior to the effective date of the ordinance codified in this chapter are not subject to the requirements of this chapter unless physical modifications or alterations are undertaken that materially change the size, type, or components of a small rooftop energy system in such a way as to require new permitting. Routine operation and maintenance or like-kind replacements shall not require a permit.

(C) A use permit and/or architectural review may be required for properties on the City's list of historic resources as deemed necessary by the Community Development Director.

9-4.04 Solar Energy System Requirements.
(A) All solar energy systems shall meet applicable health and safety standards and requirements imposed by the state and the City.
(B) Solar energy systems for heating water in single-family residences and for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined by the California Plumbing and Mechanical Code.
(C) Solar energy systems for producing electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

9-4.05 Applications and Documents.
(A) All documents required for the submission of an expedited solar energy system application shall be made available on the City website.
(B) Electronic submittal of the required permit application and documents by email, or the Internet shall be made available to all small residential rooftop solar energy system permit applicants.
(C) The city's Building and Safety Division shall adopt a standard plan and checklist of all requirements with which small residential rooftop solar energy systems shall comply to be eligible for expedited review.
(D) The small residential rooftop solar system permit process, standard plan(s), and checklist(s) shall substantially conform to recommendations for expedited permitting, including the checklist and standard plans contained in the most current version of the *California Solar Permitting Guidebook* adopted by the Governor's Office of Planning and Research.

9-4.06 Permit Review and Inspection Requirements.
(A) The Community Development Director shall implement an administrative, nondiscretionary review process to expedite approval of small residential rooftop solar energy systems. The Building Division shall issue a building permit, the issuance of which is nondiscretionary, on the same day for over-the-counter applications or within 1-3 business days for electronic applications upon receipt of a complete application that meets the requirements of the approved checklist and standard plan. The Chief Building Official may require an applicant to apply for an Administrative Use Permit if the official finds, based on substantial evidence, that the solar energy system could have a specific, adverse impact upon the public health and safety. Such decisions may be appealed to the city Planning Commission.
(B) Review of the application shall be limited to the Chief Building Official's review of whether the application meets local, State, and Federal health and safety requirements.
(C) If an Administrative Use Permit is required, the city may deny such application if it makes written findings based upon substantive evidence in the record that the proposed installation could have a specific, adverse impact upon public health or safety and there is no feasible method to satisfactorily mitigate or avoid, as defined, the adverse impact. Such findings shall include the basis for the rejection of the potential feasible alternative for preventing the adverse impact. Such decisions may be appealed to the city Planning Commission.
(D) Any condition imposed on an application shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost.

(E) "*A feasible method to satisfactorily mitigate or avoid the specific, adverse impact*" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the City on another similarly situated application in a prior successful application for a permit. The City shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code defining restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance.
(F) If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission.
(G) Only one inspection shall be required and performed by the Building and Safety Division for small residential rooftop solar energy systems eligible for expedited review.
(H) The inspection shall be done in a timely manner and should include consolidated inspections.
(I) If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized.

SECTION 3. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or void for any other reason.

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.

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REPORT TO CITY COUNCIL

Approved by:

Department Director

City Administrator

Council Meeting of: August 05, 2015

Agenda Number: E-1

SUBJECT:

Report on New Honda CNG Vehicles Purchased with SJVAPCD Grant Funding

RECOMMENDATION:

Informational only.

SUMMARY:

The San Joaquin Valley Air Pollution Control District offers grant funding to promote the purchase of new clean air alternative-fuel vehicles. The District offers funding of $20,000 per vehicle, with a maximum funding of $100,000 (for five vehicles) per calendar year. The City applied for this grant and received a signed contract. Fleet Services took delivery of five new Honda CNG vehicles on July 17th, 2015.

DISCUSSION:

The City has numerous Honda CNG vehicles in its fleet that have CNG tanks that will expire within the next year. Once expired, these tanks must be replaced by a Certified Natural Gas Technician in order for the vehicle to remain in service. Replacement CNG tank costs are estimated at nearly $5,000 per vehicle.

New CNG Honda Civic vehicles cost just over $29,000 each. With the SJVAPCD Grant, the net cost to the city is approximately $9,000 per vehicle, minus the residual value of the surplus vehicles to be sold at auction. This is significantly less than an equivalent new gasoline vehicle at a cost of just over $20,000 each. The new CNG vehicles will also cost less to drive (fuel is significantly cheaper) and also run much cleaner, helping with air quality.

Staff will deliver a brief PowerPoint presentation regarding the vehicles purchased with the $100,000 of grant funding that was provided by the San Joaquin Air Pollution Control District.

FINANCIAL IMPACT:

There is no financial impact of this informational presentation. This grant was approved by the City Council in June 2015. The result of this grant was $100,000 of funding from the San Joaquin Valley Air Pollution Control District, which saved the City General Fund approximately $44,000 on these five (5) new CNG vehicles as compared to purchasing conventional gasoline vehicles, without grant funding.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The approval of this grant helped facilitate Strategy 431 of the City of Madera Vision 2025 plan.

Strategy 431 Alternative Energy Use: Develop a City plan to promote both governmental and citizen use of alternative sources of energy.

Action 431.1 Continue and expand use of low emission or alternative energy source vehicles for all public jurisdictions.

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REPORT TO CITY COUNCIL

MEETING DATE: August 5, 2015

AGENDA ITEM NUMBER: E-2

Approved By:

PUBLIC WORKS DIRECTOR

CITY ADMINISTRATOR

SUBJECT:

Weekly Water Conservation Reports

RECOMMENDATION:

Staff recommends that the Council review the attached weekly report of water conservation activities and progress in reducing residential water consumption.

SUMMARY/ DISCUSSION:

The attached weekly report for July 20th – 26th is being presented to the Council in order to keep everyone informed of ongoing efforts and resulting reductions in residential consumption. The report for July 13th – 19th was distributed previous via email. The information is intended to illustrate:

- Week's reduction of water consumption in comparison to the same week in 2013
- Cumulative progress, starting from June 1st, in meeting the States 28% reduction mandate
- Comparison of current temperatures and precipitation to conditions in 2013
- Description of public informational activities
- Summary of public service requests related to water
- Summary of water restriction enforcement activities
- Chart of day by day comparisons of 2013, 2015, and target consumption data

Prior to the Council meeting the newly completed weekly report which sequentially follows the one included with this report will be provided to the council.

FINANCIAL IMPACT:

The expenses for implementing and administering these water conservation activities occur within the Water Fund and does not impact on the General Fund.

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 underling principals of the 2025 Plan.

City of Madera

Weekly Water Conservation Report July 20 – 26, 2015

Week's Conservation Avg. 33%	**Today's High 98° 10 day forecast Avg. High 102°**
July Conservation Avg. 35%	**Week's Avg. High -3° from 2013 Avg. High**

General Water Conservation News:

The cooler weather continued to influence water conservation. The rebate programs were advertised in the Utility Billing News Letter and are available on the City's web site.

Public Service Requests:

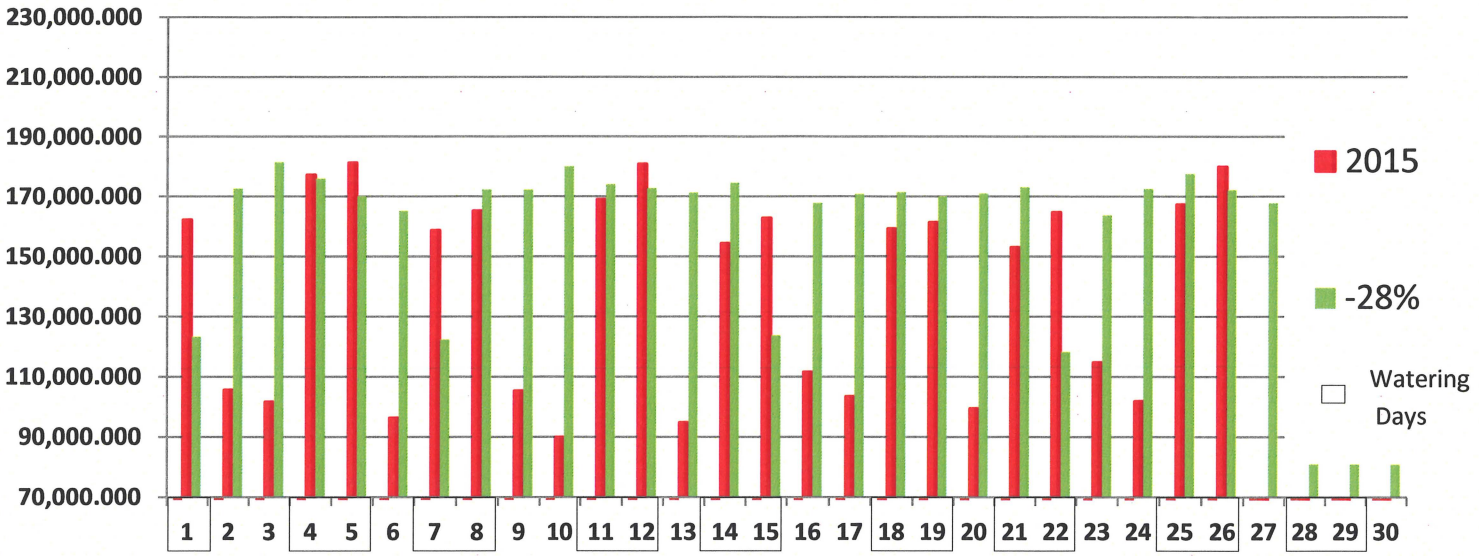
Approximate 20 calls were received this week reporting water wasting (not leak calls)

- 2 Calls were received regarding water and City facilities
- 7 Leaks were reported:
  - 3 repaired in less than 3 business days of being reported (No underground excavation)
  - 3 repaired within 3 business days of being reported
  - 1 repaired within 4 business days of being reported
  - 0 repaired within more than 4 business days of being reported

An estimated 65 calls were received this week requesting information regarding water issues. This is significantly less than the number of calls last week. There were 4 customer inquiries regarding consumption which resulted in leak discovery at 2 properties and recommendation of adjustments to irrigation sprinklers at 1 property. Internal evaluations also resulted in repairs of 10 meters and resolution of various other meter related issues at 9 other properties. We have had one application for a turf replacement rebate and one for a toilet replacement.

- 28 Contacts with the Public to educate and provide advice
- 1 Verbal warnings issued
- 44 Citations issued:
  - 42 1st offenses ($75)
  - 1 2nd offenses ($250)
  - 1 3rd or more offense ($500)

Current Water Production in July Compared to 28% Goal



*Adjusted to alighn days of week