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

**205 W. 4th Street, Madera, California 93637**

## JOINT MEETING NOTICE AND AGENDA

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

**CALL TO ORDER**

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

**INVOCATION:** Pastor Roger Leach, Valley West Christian Center

**PLEDGE OF ALLEGIANCE:**

**APPROVAL OF AGENDA:**

**PUBLIC COMMENT:**

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

**PRESENTATIONS**

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

**INTRODUCTIONS:** None.

**A. WORKSHOP**

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

**B. CONSENT CALENDAR**

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

B-1 Minutes – 06/26/2019

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

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

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

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

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

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

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

B-9 Consideration of a Resolution Approving an Aerial to Underground Conversion Agreement with Pacific Bell Telephone Company, DBA AT&T California, for the Olive Avenue

Widening Project and Authorizing Payment for Estimated Costs in the Amount of $107,999.56 (Report by Keith Helmuth)

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

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

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

A. The Madera Rescue Mission to Provide Services to Homeless Persons ($30,000)
B. Big Brothers Big Sisters of Central California for the High School Bigs Program ($10,000) (Report by Ivette Iraheta)
C. Doors of Hope to Provide Services for Pregnancy Care Center to Provide Counseling and Parent Education ($10,000)
D. Pequeños Empresarios to Provide Early Childhood Mentoring in Work, Life, Nutrition, Finance and Environmental Awareness ($10,000)
E. Habitat for Humanity to Provide Low- to Moderate-Income Owner-Occupied Residential Rehabilitation ($181,500)
F. The City of Madera Engineering Department to Provide Sidewalk Improvements on Lilly Street and Vineyard Avenue ($103,615)
G. The City of Madera Engineering Department to Provide Sidewalk Improvements on Maple Street, Stadium Road, Monterey Street and Santa Cruz Street ($317,889)

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

A. Increase Dial-a-Ride Contracted Services Appropriation by $50,000, to Cover Costs Associated with Operations of the Dial-A-Ride Services
B. Increase Fixed Route Contracted Services Appropriations by $100,000 to Cover Costs Associated with Providing Fixed-Route Services Including Expansion to Madera Community College Center

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

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

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

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

**D. WRITTEN COMMUNICATIONS**

There are no items for this section.

**E. ADMINISTRATIVE REPORTS**

There are no items for this section.

**F. COUNCIL REPORTS**

There are no items for this section.

G. **CLOSED SESSION**

G-1 Closed Session Announcement – City Attorney

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

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

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

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

G-5 Conference with Real Property Negotiators-Pursuant to Government Code § 54956.8
Property: 1 Parcel
City of Madera: APN: 012-043-003
Agency Negotiators: Keith Helmuth, Christian Bach
Negotiating Party: Gus' Food Locker, A Partnership of Augustine Sambueso, Jr and Donald Sambueso
Under Negotiations: Price and Terms

G-6 Closed Session Report – City Attorney

**ADJOURNMENT** – Next regular meeting August 21, 2019

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- Please silence or turn off cell phones and electronic devices while the meeting is in session.

- Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.

- Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.

- The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.

- Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.

- Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.

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I, Claudia Mendoza, Interim 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 7, 2019, near the front entrances of City Hall and on the City's website www.madera.gov at 9:00 p.m. on August 1, 2019.

Claudia Mendoza
_____
Claudia Mendoza, Interim City Clerk

RETURN TO AGENDA

| | |
|---|---|
| Item: | B-1 |
| Minutes for: | 06/26/19 |
| Adopted: | 08/07/19 |

# MINUTES OF A SPECIAL MEETING OF THE MADERA CITY COUNCIL

**June 26, 2019** **Council Chambers**
**6:00 p.m.** **City Hall**

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

**ROLL CALL:**

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

**Absent:** **Council Member Santos Garcia, District 5**

Others present were City Manager Arnoldo Rodriguez, Interim City Clerk Claudia Mendoza, Chief of Police Dino Lawson, Assistant Fire Chief Matt Watson, Interim Finance Director Susan O'Haro, City Engineer Keith Helmuth, Human Resources Director Wendy Silva, Chief Building Official Steve Woodworth, Information Services Manager Mark Souders, Parks and Public Works Operations Director John Scarborough, Grant Administrator Ivette Iraheta, Finance Administrative Analyst Eric Battles, Parks and Public Works Administrative Analyst Mary Church.

**INVOCATION:** Council Member Holley

**PLEDGE OF ALLEGIANCE:** Mayor Medellin

**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.

Ron Montoya discussed ban of fireworks, CFD, and term limits. He also requested that the Acting Planning Manager Chris Boyle and Mayor Medellin resign.

**PRESENTATIONS:** None.

**INTRODUCTIONS:** None.

## A. WORKSHOP

A-1 Madera Youth Commission Yearly Outline for Year 2019/2020 (Report by Katrina Ruiz)

Julianna Vanegas with the Youth Commission provided City Council with presentation on 2019/2020 activities.

A-2 City of Madera Budget and Capital Improvement Program for Fiscal Year 2019/2020 Workshop (Workshop by Susan O'Haro)

City Manager Arnoldo Rodriguez and Interim Finance Director Susan O'Haro presented workshop.

## B. HEARINGS, PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS

B-1 Consideration of a Resolution of the City Council of the City of Madera Continuing Expenditures and Revenues in Accordance with the 2018-2019 City Budget in Lieu of Timely 2019-2020 Budget Adoption (Report by Susan O'Haro)

Interim Finance Director Susan O'Haro presented staff report.

**ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM B-1, RES. NO. 19-102, WAS ADOPTED BY A VOTE OF 6-0-1. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, ROBINSON, RODRIGUEZ AND HOLLEY. NOES: 0. ABSENT: COUNCIL MEMBER GARCIA. ABSTAIN: 0.**

**RES. NO. 19-102** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CONTINUING EXPENDITURES AND REVENUES IN ACCORDANCE WITH THE 2018-2019 CITY BUDGET IN LIEU OF TIMELY 2019-2020 BUDGET ADOPTION**

## C. COUNCIL REPORTS

Council Member Gallegos thanked Public Works for fixing the water leak on Yosemite Avenue.

Council Member Gallegos also thanked Police Department for working so diligently for locating a suspect on a hit and run on the evening.

Council Member Holley thanked everyone for their prayers.

No other reports were given.

## D. CLOSED SESSION

D-1 Closed Session Announcement

D-2 Government Code Section 54957 (b) (1)
PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
City Clerk

D-3 Government Code Section 54957 (b) (1)
PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
City Attorney

D-4 Conference with Labor Negotiators pursuant to Government Code Section 54957.6
Agency Designated Representative: Arnoldo Rodriguez
Unrepresented Positions: City Clerk and City Attorney

D-5 Closed Session Report

City Manager Arnoldo Rodriguez recommended that items D-1, D-2, D-3, D-4 and D-5 be tabled and not have a Closed Session for this evenings meeting.

**ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER GALLEGOS, TO TABLE ITEMS D-1, D-2, D-3, D-4 AND D-5, WAS APPROVED BY A VOTE OF 6-0-1. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, ROBINSON, RODRIGUEZ AND HOLLEY. NOES: 0. ABSENT: COUNCIL MEMBER GARCIA. ABSTAIN: 0.**

**ADJOURNMENT** – The meeting was adjourned at 7:06 p.m. Next regular meeting July 3, 2019

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

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

CLAUDIA MENDOZA, Interim City Clerk

ANDREW J. MEDELLIN, Mayor

# REPORT TO CITY COUNCIL

RETURN TO AGENDA

**Approved by:**

Department Director

City Manager

**Council Meeting of:** August 7, 2019

**Agenda Number:** B-2

**SUBJECT:**
Informational Report on Register of Audited Demands

**RECOMMENDATION:**
Review Register of Audited Demands Report for July 6, 2019 to July 26, 2019.

**SUMMARY:** The Register of Audited Demands for the City of Madera covering obligations paid during the period of July 6, 2019 to July 26, 2019 is contained in the attachment.

| ***Table 1:*** *Warrant Distribution Summary* | | |
|---|---|---|
| *Description* | *Check #'s* | *Amount* |
| *General Warrant* | 22635 - 22928 | $3,717,953.13 |

| ***Table 2:*** *Wire Transfer Summary* | | |
|---|---|---|
| *Description* | *Vendor* | *Amount* |
| *Payroll and Taxes* | Union Bank | $1,278,821.96 |
| *SDI* | EDD | $4,522.55 |
| *CalPERS Payment* | CalPERS | $3,597,405.27 |

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

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

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

**ALTERNATIVES:** Informational only.

**ATTACHMENTS:** Register of Audited Demands

**CITY OF MADERA**

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

**August 7, 2019**

| CHECK | PAY DATE | DEPARTMENT | PAID FROM ORG | ISSUED TO | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|---|
| 22635 | 07/12/2019 | HR | PAYROLL TRUST | ADMINISTRATIVE SOLUTIONS INC. | MONTHLY ADMINISTRATIVE FEE | 4,364.50 |
| 22636 | 07/12/2019 | FINANCE | PAYROLL TRUST | ADMINISTRATIVE SOLUTIONS INC. | MEDICAL & CHILD CARE EXPENSE | 1,035.45 |
| 22637 | 07/12/2019 | ENGINEERING | ENGINEERING | AMERICAN BUSINESS MACHINES | PLOTTER COPIER SERVICE | 90.00 |
| 22638 | 07/12/2019 | FINANCE | UB | ARAMARK UNIFORM SERVICES | 06/19 UNIFORM SERVICES | 4,190.23 |
| 22639 | 07/12/2019 | FINANCE | SOLID WASTE RECYCLING | AT&T | 06/19 CALNET 3 SERVICE 9391026407 | 1,458.43 |
| 22640 | 07/12/2019 | ENGINEERING | WATER CAP OUTLAY | BEYAZ & PATEL, INC. | D ST WATER TOWER EVALUATION PROJ | 22,164.50 |
| 22641 | 07/12/2019 | WATER QUALITY | WATER QUALITY | BSK ASSOCIATES | QUARTERLY SAMPLING - 2ND QTR 2019 | 1,816.00 |
| 22642 | 07/12/2019 | PARKS | PARKS ADMIN | BSN SPORTS | BASKETBALLS FOR LIL HOOPSTERS | 230.03 |
| 22643 | 07/12/2019 | FINANCE | PAYROLL TAX | CA DEPARTMENT OF CHILD SUPPORT | CHILD SUPPORT DEDUCTIONS | 2,038.57 |
| 22644 | 07/12/2019 | IT | FACILITIES MAINT | CALIFORNIA CLIMATE CONTROL, INC. | CITY HALL AC REPLACEMENT | 5,210.80 |
| 22645 | 07/12/2019 | FACILITIES | FACILITIES | CA DEPT OF TRANSPORTATION | SHARED COSTS SIGNAL REPAIRS | 59.92 |
| 22646 | 07/12/2019 | LTF STREET | IT | CDW GOVERNMENT, INC | AUTOCAD CIVIL 3D | 3,938.82 |
| 22647 | 07/12/2019 | UB | WATER CONSERVATION | CITY OF MADERA | DRIP IRRIGATION REBATE | 10.00 |
| 22648 | 07/12/2019 | UB | WATER CONSERVATION | CITY OF MADERA | HOSE BIB FAUCET LOCK REBATE | 48.48 |
| 22649 | 07/12/2019 | UB | WATER CONSERVATION | CITY OF MADERA | SMART IRRIGATE CONTRL REBATE | 99.98 |
| 22650 | 07/12/2019 | UB | WATER CONSERVATION | CITY OF MADERA | MULCH/DELIVERY REBATE | 120.00 |
| 22651 | 07/12/2019 | UB | WATER CONSERVATION | CITY OF MADERA | DRIP IRRIGATION REBATE | 150.00 |
| 22652 | 07/12/2019 | UB | WATER CONSERVATION | CITY OF MADERA | TOILET/INSTALL REBATE | 199.00 |
| 22653 | 07/12/2019 | UB | WATER CONSERVATION | CITY OF MADERA | TOILET/INSTALL X2 REBATE | 400.00 |
| 22654 | 07/12/2019 | FINANCE | PAYROLL TRUST | COLONIAL LIFE & ACCIDENT INSURANCE CO | EMPLOYEE LIFE INSURANCE | 966.99 |
| 22655 | 07/12/2019 | WWTP | WWTP | CONCENTRA MEDICAL CENTERS | WWTP OP-IN-TRAIN PHYSICALS | 349.00 |
| 22656 | 07/12/2019 | ENGINEERING | ENGINEERING | COOPER & ASSOCIATES REAL ESTATE APPRAISERS | APPRAISAL SERVICES | 1,750.00 |
| 22657 | 07/12/2019 | UB | UB/GARBAGE | CORELOGIC INFORMATION SOLUTIONS INC | METRO SCAN SERVICES | 150.00 |
| 22658 | 07/12/2019 | UB | FIXED ROUTE | DIEBERTS CREATIVE COPY INC | 2019-2020 BUDGET PACKET PRINTINGS | 1,134.54 |
| 22659 | 07/12/2019 | SEWER | SEWER OPS | DIAMOND COMMUNICATIONS | TELEPHONE ANSWERING SERVICE | 151.00 |
| 22660 | 07/12/2019 | ENGINEERING | ENGINEERING | HOPSON CONSTRUCTION | REFUND CANCELLED PERMIT | 202.00 |
| 22661 | 07/12/2019 | GRAFFITI ABATEMENT | GRAFFITI ABATEMENT | ESPINOZA SEWER SERVICE | PORTABLE TOILET SERVICE | 50.00 |
| 22662 | 07/12/2019 | ENGINEERING | LTF- STREETS | FRESNO REPROGRAPHICS | R-66 PRINTING SERVICES | 168.23 |
| 22663 | 07/12/2019 | PARKS | CDBG PUB IMPROVEMTS | GARLAND/ DBS, INC. | MILLVIEW ROOFING | 69,340.95 |
| 22664 | 07/12/2019 | ENGINEERING | RSTP - FED EXCHANGE | GOLDEN STATE OVERNIGHT | OVERNIGHT SHIPPING | 42.67 |
| 22665 | 07/12/2019 | PD ADMIN | PD ADMIN | HUERTA, ELISABETH | TUITION REIMBURSEMENT | 2,400.00 |
| 22666 | 07/12/2019 | ENGINEERING | LTF- PARKS | LARS ANDERSEN & ASSOCIATES, INC. | UPRR/GATEWAY CIP PROJECT | 9,012.89 |
| 22667 | 07/12/2019 | FLEET | FLEET ACQUISITION | LEHR AUTO ELECTRIC | UNIT #6019-#6020 K9 PATROL UPFIT | 9,406.93 |
| 22668 | 07/12/2019 | HR/RISK MGT | INSURANCE/RISK MGT | LIEBERT CASSIDY WHITMORE | LEGAL FEES FOR SB1421 REQUESTS | 3,370.00 |
| 22669 | 07/12/2019 | HR/RISK MGT | INSURANCE/RISK MGT | LIEBERT CASSIDY WHITMORE | 19/20 CVERC MEMBERSHIP | 2,480.00 |
| 22670 | 07/12/2019 | RECREATION | COMM & REC CENTERS | LINCOLN AQUATICS INC. | CHLORINE | 2,646.08 |
| 22671 | 07/12/2019 | HR/RISK MGT | PAYROLL TRUST | LINCOLN FINANCIAL | LIFE AND LTD INSURANCE | 7,307.06 |
| 22672 | 07/12/2019 | PLANNING | GENERAL TRUST FUND | LSA ASSOCIATES, INC | PROFESSIONAL SVS FOR VILLAGE D EIR | 20,770.81 |
| 22673 | 07/12/2019 | ENGINEERING | ENGINEERING | MADERA TRIBUNE | PROJECT R-66 AD | 942.50 |
| 22674 | 07/12/2019 | UB | SOLID WASTE DISP | MID VALLEY DISPOSAL INC. | WASTE DISPOSAL SVS & ADMIN FEES | 343,676.40 |
| 22675 | 07/12/2019 | FINANCE | PAYROLL TRUST | N.P.C.-ORCHARD TRUST COMPANY | DEFERRED COMP CONTRIBS | 3,155.36 |
| 22676 | 07/12/2019 | FINANCE | PAYROLL TRUST | N.P.C.-ORCHARD TRUST COMPANY | DEFERRED COMP CONTRIBS | 8,627.54 |
| 22677 | 07/12/2019 | WATER | WATER CONSERVATION | FRAZIER, STEPHEN | TURF REPLACEMENT REBATE | 2,000.00 |
| 22678 | 07/12/2019 | WATER | WATER CONSERVATION | PEREZ, RAUL | TURF REPLACEMENT REBATE | 1,546.00 |
| 22679 | 07/12/2019 | FINANCE | WATER MTNC/OPS | PACIFIC GAS & ELECTRIC | 06/19 SERVICES 9920095153-3 | 62,072.31 |
| 22680 | 07/12/2019 | RECREATION | GENERAL TRUST | BECERRA, PATRICIA | FACILITY DEPOSIT REFUND | 100.00 |
| 22681 | 07/12/2019 | RECREATION | GENERAL TRUST | BUILDING FOR CHRIST MINISTRY | PARK DEPOSIT REFUND | 50.00 |
| 22682 | 07/12/2019 | RECREATION | GENERAL TRUST | CONTRERAS, ANGELICA | PARK DEPOSIT REFUND | 50.00 |
| 22683 | 07/12/2019 | RECREATION | GENERAL TRUST | DAVIS, JASON | PARK DEPOSIT REFUND | 50.00 |

| CHECK | PAY DATE | DEPARTMENT | PAID FROM ORG | ISSUED TO | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|---|
| 22684 | 07/12/2019 | RECREATION | GENERAL TRUST | GALLEGOS, CONNIE | PARK DEPOSIT REFUND | 50.00 |
| 22685 | 07/12/2019 | RECREATION | GENERAL TRUST | GIL-SANCHEZ, HILDA | PARK DEPOSIT REFUND | 100.00 |
| 22686 | 07/12/2019 | RECREATION | GENERAL TRUST | JIMENEZ, JACKIE | PARK DEPOSIT REFUND | 50.00 |
| 22687 | 07/12/2019 | RECREATION | GENERAL TRUST | LUNA, CHRISTINA | PARK DEPOSIT REFUND | 50.00 |
| 22688 | 07/12/2019 | RECREATION | GENERAL TRUST | MACIEL, OLGA | PARK DEPOSIT REFUND | 100.00 |
| 22689 | 07/12/2019 | RECREATION | GENERAL TRUST | MARTINEZ, JORGE | PARK DEPOSIT REFUND | 50.00 |
| 22690 | 07/12/2019 | RECREATION | GENERAL TRUST | MARTINEZ, VERONICA | PARK DEPOSIT REFUND | 90.00 |
| 22691 | 07/12/2019 | RECREATION | GENERAL TRUST | OUR HOUSE | PARK DEPOSIT REFUND | 50.00 |
| 22692 | 07/12/2019 | RECREATION | GENERAL TRUST | RAMIREZ, ALICIA | PARK DEPOSIT REFUND | 50.00 |
| 22693 | 07/12/2019 | RECREATION | GENERAL TRUST | RIOS, GREGORIA | PARK DEPOSIT REFUND | 100.00 |
| 22694 | 07/12/2019 | RECREATION | GENERAL TRUST | SALAZAR, VALERIE | PARK DEPOSIT REFUND | 100.00 |
| 22695 | 07/12/2019 | RECREATION | GENERAL TRUST | SANCHEZ, MARLENE | PARK DEPOSIT REFUND | 50.00 |
| 22696 | 07/12/2019 | RECREATION | GENERAL TRUST | SANCHEZ, MIGUEL | PARK DEPOSIT REFUND | 50.00 |
| 22697 | 07/12/2019 | RECREATION | GENERAL TRUST | STICKMAN, DARRYL | FACILITY DEPOSIT REFUND | 100.00 |
| 22698 | 07/12/2019 | PARKS | PARKS | PETERS BROTHERS NURSERY, INC. | TREE MAINTENANCE | 2,004.71 |
| 22699 | 07/12/2019 | WWTP | WWTP | POLYDYNE INC. | SLUDGE DEWATERING | 5,514.80 |
| 22700 | 07/12/2019 | PARKS | PARKS ADMIN | PURCHASE POWER | POSTAGE REFILL | 320.99 |
| 22701 | 07/12/2019 | WATER | STREETS | RESERVE ACCOUNT | PREPAID POSTAGE | 1,200.00 |
| 22702 | 07/12/2019 | CITY ADMIN | CITY ADMIN | ROBINSON, DEREK | MILEAGE REIMB FOR LOCC MEETING | 325.96 |
| 22703 | 07/12/2019 | IT | IT | SOUTHERN COMPUTER WAREHOUSE, INC. | KVM HARDWARE | 13,772.00 |
| 22704 | 07/12/2019 | WWTP | WWTP | STANTEC CONSULTING SERVICES INC. | REPORT OF WASTE DISCHARGE | 2,721.50 |
| 22705 | 07/12/2019 | FINANCE | PAYROLL TRUST | STATE OF CALIFORNIA | FRANCHISE TAX DEDUCTIONS | 150.00 |
| 22706 | 07/12/2019 | FINANCE | WWTP BOND ADMIN | U.S. BANK | PAYMENT AGREEMENT | 448,998.19 |
| 22707 | 07/12/2019 | GRANTS | FIXED ROUTE | STORMAX | GRANTS DEPT STORAGE RENTAL | 1,142.50 |
| 22708 | 07/12/2019 | WWTP | WWTP | TERRAFORM POWER, LLC. | ELECTRIC UTILITIES | 31,636.25 |
| 22709 | 07/12/2019 | WATER | VARIOUS DEPTS | TAMARACK PEST CONTROL | PEST CONTROL SERVICES | 485.00 |
| 22710 | 07/12/2019 | PURCHASING | GRAFFITI ABATEMENT | TESEI PETROLEUM, INC. | CDF FUEL 06/11/19 - 06/20/19 | 12,423.94 |
| 22711 | 07/12/2019 | WWTP | WWTP | TESEI PETROLEUM, INC. | WWTP EQUIP AND VEHICLE FUEL | 6,101.75 |
| 22712 | 07/12/2019 | PARKS | COMM & REC CENTERS | THYSSENKRUPP ELEVATOR CORPORATION | YOUTH CENTER ELEVATOR SERVICE | 1,604.70 |
| 22713 | 07/12/2019 | PD ADMIN | PD ADMIN | TRUKKI, MARK | PER DIEM - SLI #6 | 231.00 |
| 22714 | 07/12/2019 | FINANCE | FINANCE | TYLER TECHNOLOGIES INC. | MODIFY BL FORMS | 550.00 |
| 22715 | 07/12/2019 | FINANCE | FINANCE | TYLER TECHNOLOGIES INC. | SIGNATURE CARDS/MODIFY AP FORMS | 623.53 |
| 22716 | 07/12/2019 | UB | WATER FUND | ADSUARA DOROTHY M | UTILITY BILLING CREDIT REFUND | 48.91 |
| 22717 | 07/12/2019 | UB | WATER FUND | ALEJANDRE KAYLA ALEJANDRE ROBERT | UTILITY BILLING DEPOSIT REFUND | 16.01 |
| 22718 | 07/12/2019 | UB | WATER FUND | ALONSO LUIS | UTILITY BILLING CREDIT REFUND | 120.72 |
| 22719 | 07/12/2019 | UB | WATER FUND | ARREAZOLA ELIZABETH | UTILITY BILLING CREDIT REFUND | 5.97 |
| 22720 | 07/12/2019 | UB | WATER FUND | ARTEAGA MARISELA OR CITY OF MADERA | UTILITY BILLING CREDIT REFUND | 34.05 |
| 22721 | 07/12/2019 | UB | WATER FUND | AVILA HUMBERTO | UTILITY BILLING DEPOSIT REFUND | 28.47 |
| 22722 | 07/12/2019 | UB | WATER FUND | BAUTISTA ALONDRA | UTILITY BILLING CREDIT REFUND | 143.56 |
| 22723 | 07/12/2019 | UB | WATER FUND | BERRY CONSTRUCTION | UTILITY BILLING DEPOSIT REFUND | 1.97 |
| 22724 | 07/12/2019 | UB | WATER FUND | BREWER TYRA | UTILITY BILLING CREDIT REFUND | 241.52 |
| 22725 | 07/12/2019 | UB | WATER FUND | CALDERON MARIA C | UTILITY BILLING CREDIT REFUND | 126.62 |
| 22726 | 07/12/2019 | UB | WATER FUND | CARLSON BRYAN CARLSON JENNIFER | UTILITY BILLING DEPOSIT REFUND | 29.44 |
| 22727 | 07/12/2019 | UB | WATER FUND | CEJA RACHELL MARIE | UTILITY BILLING CREDIT REFUND | 239.39 |
| 22728 | 07/12/2019 | UB | WATER FUND | CERPA NORMA VERONICA | UTILITY BILLING CREDIT REFUND | 144.87 |
| 22729 | 07/12/2019 | UB | WATER FUND | CHONG NELLY | UTILITY BILLING CREDIT REFUND | 134.99 |
| 22730 | 07/12/2019 | UB | WATER FUND | CITY OF MADERA OR CRUZ ALMA MENDOZA ISAIAS | UTILITY BILLING CREDIT REFUND | 154.74 |
| 22731 | 07/12/2019 | UB | WATER FUND | CITY OF MADERA OR RAMIREZ PRISCILLA | UTILITY BILLING CREDIT REFUND | 149.35 |
| 22732 | 07/12/2019 | UB | WATER FUND | CLOETERS IVAN CLOETERS DINA | UTILITY BILLING DEPOSIT REFUND | 23.20 |
| 22733 | 07/12/2019 | UB | WATER FUND | CORTES DOLIVELIA OR CITY OF MADERA | UTILITY BILLING CREDIT REFUND | 152.44 |
| 22734 | 07/12/2019 | UB | WATER FUND | DAVIE DONALEE E OR CITY OF MADERA | UTILITY BILLING CREDIT REFUND | 150.00 |
| 22735 | 07/12/2019 | UB | WATER FUND | DEALVAREZ ELOISA G OR CITY OF MADERA | UTILITY BILLING CREDIT REFUND | 152.74 |
| 22736 | 07/12/2019 | UB | WATER FUND | DORADO MARTIN DORADO MARIA A | UTILITY BILLING DEPOSIT REFUND | 0.72 |

| CHECK | PAY DATE | DEPARTMENT | PAID FROM ORG | ISSUED TO | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|---|
| 22737 | 07/12/2019 | UB | WATER FUND | ESCOBAR MAYNOR | UTILITY BILLING CREDIT REFUND | 122.94 |
| 22738 | 07/12/2019 | UB | WATER FUND | FIRST AMERICAN TITLE ATTN: A/P-DS | UTILITY BILLING DEPOSIT REFUND | 187.88 |
| 22739 | 07/12/2019 | UB | WATER FUND | FISHER VERONICA | UTILITY BILLING CREDIT REFUND | 239.56 |
| 22740 | 07/12/2019 | UB | WATER FUND | FLORES FORTUNATA OR CITY OF MADERA | UTILITY BILLING CREDIT REFUND | 155.90 |
| 22741 | 07/12/2019 | UB | WATER FUND | GARCIA JOSE C GARCIA ESTELLA M | UTILITY BILLING DEPOSIT REFUND | 31.92 |
| 22742 | 07/12/2019 | UB | WATER FUND | GARZA SENAIDA | UTILITY BILLING CREDIT REFUND | 22.57 |
| 22743 | 07/12/2019 | UB | WATER FUND | GIL HERLINDA GIL JOSE | UTILITY BILLING DEPOSIT REFUND | 7.26 |
| 22744 | 07/12/2019 | UB | WATER FUND | HERNANDEZ FRANCISCO C | UTILITY BILLING CREDIT REFUND | 160.67 |
| 22745 | 07/12/2019 | UB | WATER FUND | HOWARD KARA D | UTILITY BILLING CREDIT REFUND | 109.21 |
| 22746 | 07/12/2019 | UB | WATER FUND | INTELIS CORPORATION | UTILITY BILLING CREDIT REFUND | 182.61 |
| 22747 | 07/12/2019 | UB | WATER FUND | JENNIFER VAZQUEZ | UTILITY BILLING CREDIT REFUND | 119.88 |
| 22748 | 07/12/2019 | UB | WATER FUND | KAUR SRAN INDERJIT | UTILITY BILLING CREDIT REFUND | 143.65 |
| 22749 | 07/12/2019 | UB | WATER FUND | KLAIR CO LLC | UTILITY BILLING DEPOSIT REFUND | 26.14 |
| 22750 | 07/12/2019 | UB | WATER FUND | LANCASTER REBECCA | UTILITY BILLING CREDIT REFUND | 31.13 |
| 22751 | 07/12/2019 | UB | WATER FUND | M AND M MARKET KHAN MUNEER AHMAD | UTILITY BILLING DEPOSIT REFUND | 57.85 |
| 22752 | 07/12/2019 | UB | WATER FUND | MARTINEZ HERNANDEZ ANDRES | UTILITY BILLING DEPOSIT REFUND | 51.65 |
| 22753 | 07/12/2019 | UB | WATER FUND | MARTINEZ MARIA | UTILITY BILLING CREDIT REFUND | 123.11 |
| 22754 | 07/12/2019 | UB | WATER FUND | MAY VUE | UTILITY BILLING CREDIT REFUND | 5.77 |
| 22755 | 07/12/2019 | UB | WATER FUND | MEJIA ANITA | UTILITY BILLING CREDIT REFUND | 70.70 |
| 22756 | 07/12/2019 | UB | WATER FUND | MELTON MELINDA OR CITY OF MADERA | UTILITY BILLING CREDIT REFUND | 467.14 |
| 22757 | 07/12/2019 | UB | WATER FUND | MENDOZA ANASTASIA HERNANDEZ PORFIRIO | UTILITY BILLING CREDIT REFUND | 115.98 |
| 22758 | 07/12/2019 | UB | WATER FUND | NORDWICK ELIZABETH C HOULE CHRIS | UTILITY BILLING DEPOSIT REFUND | 18.88 |
| 22759 | 07/12/2019 | UB | WATER FUND | OCAMPO UBALDO OR CITY OF MADERA | UTILITY BILLING CREDIT REFUND | 151.52 |
| 22760 | 07/12/2019 | UB | WATER FUND | ORTEGA LEONARD M | UTILITY BILLING CREDIT REFUND | 153.69 |
| 22761 | 07/12/2019 | UB | WATER FUND | ORTIZ DE JESUS LUISA | UTILITY BILLING CREDIT REFUND | 241.34 |
| 22762 | 07/12/2019 | UB | WATER FUND | PARKER BEATRICE | UTILITY BILLING CREDIT REFUND | 293.29 |
| 22763 | 07/12/2019 | UB | WATER FUND | PAVIA MOISES | UTILITY BILLING CREDIT REFUND | 75.67 |
| 22764 | 07/12/2019 | UB | WATER FUND | Q-S TOZER AVE LLC C/O SIEGEL AND CO | UTILITY BILLING CREDIT REFUND | 82.71 |
| 22765 | 07/12/2019 | UB | WATER FUND | Q-S TOZER AVE LLC C/O SIEGEL & CO | UTILITY BILLING DEPOSIT REFUND | 52.06 |
| 22766 | 07/12/2019 | UB | WATER FUND | Q-S TOZER AVE LLC C/O SIEGEL AND CO | UTILITY BILLING DEPOSIT REFUND | 34.29 |
| 22767 | 07/12/2019 | UB | WATER FUND | Q-S TOZER AVE LLC C/O SIEGEL AND CO | UTILITY BILLING DEPOSIT REFUND | 241.23 |
| 22768 | 07/12/2019 | UB | WATER FUND | Q-S TOZER LLC C/O SIEGEL CO | UTILITY BILLING DEPOSIT REFUND | 7.92 |
| 22769 | 07/12/2019 | UB | WATER FUND | Q/S TOZER C/O SIEGEL AND CO - DISPOSAL ONLY | UTILITY BILLING DEPOSIT REFUND | 63.89 |
| 22770 | 07/12/2019 | UB | WATER FUND | ROSAS GUILLERMO | UTILITY BILLING CREDIT REFUND | 16.90 |
| 22771 | 07/12/2019 | UB | WATER FUND | RUBIO SALOMON | UTILITY BILLING DEPOSIT REFUND | 97.16 |
| 22772 | 07/12/2019 | UB | WATER FUND | SALINAS VALERIE | UTILITY BILLING CREDIT REFUND | 222.35 |
| 22773 | 07/12/2019 | UB | WATER FUND | SANCHEZ JUAN | UTILITY BILLING CREDIT REFUND | 133.97 |
| 22774 | 07/12/2019 | UB | WATER FUND | SANTIAGO EUSEBIA OR CITY OF MADERA | UTILITY BILLING CREDIT REFUND | 152.46 |
| 22775 | 07/12/2019 | UB | WATER FUND | SINGH PARDHAN OR CITY OF MADERA | UTILITY BILLING CREDIT REFUND | 152.91 |
| 22776 | 07/12/2019 | UB | WATER FUND | SOTO JUANA MARIA | UTILITY BILLING DEPOSIT REFUND | 11.00 |
| 22777 | 07/12/2019 | UB | WATER FUND | STISIG LLC | UTILITY BILLING CREDIT REFUND | 139.87 |
| 22778 | 07/12/2019 | UB | WATER FUND | VARGAS PABLO M | UTILITY BILLING CREDIT REFUND | 123.62 |
| 22779 | 07/12/2019 | UB | WATER FUND | WEEKS VIRGINIA L | UTILITY BILLING CREDIT REFUND | 144.73 |
| 22780 | 07/12/2019 | UB | WATER FUND | ZARCO TILLIE | UTILITY BILLING CREDIT REFUND | 139.35 |
| 22781 | 07/12/2019 | FINANCE | GENERAL FUND | UNITED MUNICIPAL SECURITY | CD CHARGES | 747.68 |
| 22782 | 07/12/2019 | FINANCE | PAYROLL TRUST | VANTAGEPOINT TRANSFER AGENTS-457 | DEFERRED COMP CONTRIBS | 23,450.87 |
| 22783 | 07/12/2019 | PARKS | PARKS | VILLA GARDENING SERVICE INC | PICK UP & HAUL FALLEN TREE | 1,500.00 |
| 22784 | 07/15/2019 | FINANCE | PD ADMIN | CAMP, REYNARD | REISSUE 07/12/19 PAYROLL CHECK | 1,581.19 |
| 22785 | 07/19/2019 | HR/RISK MGT | INS/RISK MGT | AMERITAS LIFE INSURANCE CORP. | DENTAL INSURANCE | 14,424.04 |
| 22786 | 07/19/2019 | HR/RISK MGT | CITY CLERK | ANTHEM BLUE CROSS | CITY PAID RETIREE MEDICAL BILL | 1,546.37 |
| 22787 | 07/19/2019 | FINANCE | WATER UTILITY | BOWEN ENGINEERING & ENVIRONMENTAL | REFUND DEPOSIT FOR METER 161 | 1,610.33 |
| 22788 | 07/19/2019 | FINANCE | WATER UTILITY | BOWEN ENGINEERING & ENVIRONMENTAL | REFUND DEPOSIT FOR METER 11 | 1,664.25 |
| 22789 | 07/19/2019 | HR/RISK MGT | CITY ADMIN | BLUE SHIELD OF CA | CITY PAID RETIREE RX BILL | 235.60 |

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|---|---|---|---|---|---|---|
| 22790 | 07/19/2019 | FINANCE | WATER CONSERVATION | CITY OF MADERA | TOILET REBATE | 198.10 |
| 22791 | 07/19/2019 | PD ADMIN | PD ADMIN | NVA FRESNO VETERINARY MANAGEMENT, LLC | VETERINARY SERVICES | 265.95 |
| 22792 | 07/19/2019 | FINANCE | FINANCE | MERCED COUNTY COMMUNITY ACTION AGENCY | OVERPAYMENT ON PERMIT | 3.00 |
| 22793 | 07/19/2019 | PD ADMIN | SUPP LAW ENF | POINT EMBLEMS, LLC | UNIFORM SUPPLIES | 1,312.97 |
| 22794 | 07/19/2019 | SEWER | SEWER OPS | VEGA, ALBERTO | DOT COMMERCIAL LICENSE REIMB | 46.00 |
| 22795 | 07/19/2019 | HR/RISK MGT | INS/RISK MGT | ADMINISTRATIVE SOLUTIONS INC. | FUNDS ON DEPOSIT FOR MED CLAIMS | 16,887.00 |
| 22796 | 07/19/2019 | PD ADMIN | PD ADMIN | AT&T | 06/19 CALNET 3 SERVICE 9391064552 | 852.21 |
| 22797 | 07/19/2019 | PD ADMIN | PD ADMIN | CA DEPT OF JUSTICE | PRE-EMPLOYMT FINGERPRINT APPS | 2,289.98 |
| 22798 | 07/19/2019 | ENGINEERING | MEASURE T | CA SURVEYING AND DRAFTING SUPPLY | VRS MONTHLY SUBSCRIPTION FEE | 70.00 |
| 22799 | 07/19/2019 | FLEET | LTF- TRANSIT | CREATIVE BUS SALES, INC. | 2 NEW 26FT STARCRAFT BUSSES | 202,469.68 |
| 22800 | 07/19/2019 | PD ADMIN | SUPP LAW ENFORCE | DIEBERTS CREATIVE COPY INC | STAMP | 40.13 |
| 22801 | 07/19/2019 | IT | IT | DASHER TECHNOLOGIES INC. | PD CORE SWITCH | 24,649.90 |
| 22802 | 07/19/2019 | UB | UB | DATAPROSE, LLC | PRINTING SERVICES | 9,386.71 |
| 22803 | 07/19/2019 | ENGINEERING | MEASURE K | DAVIS MORENO CONSTRUCTION, INC. | CONSTRUCTION OF FIRE STATION 58 | 436,939.87 |
| 22804 | 07/19/2019 | PD ADMIN | SUPP LAW ENFORCE | RAUL R. HERRERA JR. | POLYGRAPHS | 400.00 |
| 22805 | 07/19/2019 | PD ADMIN | PD ADMIN | FRESNO CITY COLLEGE | BASIC DISPATCHER TRAINING | 334.00 |
| 22806 | 07/19/2019 | GRANTS | INTERMODAL BLDG | GUARDIAN WESTERN SWEEPING INC. | STREET SWEEPING | 569.00 |
| 22807 | 07/19/2019 | PD ADMIN | MEASURE K | ICU TECHNOLOGIES INC. | SECURITY SURVEILLANCE SYSTEM | 5,203.75 |
| 22808 | 07/19/2019 | ENGINEERING | PROP 1B PTMISEA | KRAZAN & ASSOCIATES, INC. | LAB & MATERIAL TESTINGS - TRANS-01 | 1,336.00 |
| 22809 | 07/19/2019 | PD ADMIN | PD ADMIN | LEGACY K9 INC. | MAINTENANCE K9 TRAINING | 1,155.56 |
| 22810 | 07/19/2019 | PD ADMIN | SUPP LAW ENFORCE | LEIGHTON'S JEWELERS OF MADERA INC. | ENGRAVED POLICE COINS | 170.00 |
| 22811 | 07/19/2019 | UB | PD ADMIN | MADERA COUNTY TREASURER | PARKING PENALTIES | 1,755.00 |
| 22812 | 07/19/2019 | GRANTS | TRANS - FIXED ROUTE | MADERA UNIFIED SCHOOL DISTRICT | CNG FUEL USAGE | 1,200.68 |
| 22813 | 07/19/2019 | ENGINEERING | MEASURE K | MOORE TWINING ASSOCIATES, INC | FIRE STATION 58 MATERIALS TESTING | 5,355.59 |
| 22814 | 07/19/2019 | GRANTS | TRANS - FIXED ROUTE | MV TRANSPORTATION, INC. | TRANSIT OPERATOR SERVICES | 7,478.78 |
| 22815 | 07/19/2019 | PARKS | PARKS | PACIFIC GAS & ELECTRIC | 06/19 SERVICES 1598348280-1 | 1,674.53 |
| 22816 | 07/19/2019 | PD ADMIN | SUPP LAW ENFORCE | PECK'S PRINTERY | DOG LICENSE RECEIPTS | 694.48 |
| 22817 | 07/19/2019 | ENGINEERING | SEWER NEW REQ | TERRY ROLFE | SEWER MAIN INSTALLATIONS | 84,193.75 |
| 22818 | 07/19/2019 | UB | FINANCE | PHOENIX GROUP INFO SYS | CITATIONS FOR MAY 2019 | 427.75 |
| 22819 | 07/19/2019 | WATER | STREETS | PRAXAIR DISTRIBUTION, INC. | CYLINDER DEMURRAGE | 526.69 |
| 22820 | 07/19/2019 | PD ADMIN | PD ADMIN | PREFERRED ALLIANCE, INC | NON-RANDOM TESTS | 168.00 |
| 22821 | 07/19/2019 | PD ADMIN | MEASURE K | PROFORCE | RIFLE AMMUNITION | 9,213.49 |
| 22822 | 07/19/2019 | PD ADMIN | PD ADMIN | RON'S TOWING & ROAD SERVICE | TOW & ROAD SERVICE | 360.00 |
| 22823 | 07/19/2019 | PD ADMIN | PD ADMIN | THE RADAR SHOP | RADAR UNIT SERVICE | 366.62 |
| 22824 | 07/19/2019 | PD ADMIN | PD ADMIN | TRANSUNION RISK & ALTERNATIVE DATA SOL. | DATABASE ACCESS | 204.00 |
| 22825 | 07/25/2019 | PD ADMIN | PD ADMIN | AMERICAN MOBILE SHREDDING | SHREDDING SERVICE | 280.00 |
| 22826 | 07/25/2019 | FINANCE | WATER FUND | JOSEPH CROWN CONSTRUCTION | REFUND DEPOSIT | 1,658.72 |
| 22827 | 07/25/2019 | BUILDING | BUILDING | SUNRUN INSTALLATION SERVICES | PERMIT FEE REFUND | 164.94 |
| 22828 | 07/25/2019 | BUILDING | BUILDING | VIVINT SOLAR DEVELOPER LLC | PERMIT FEE REFUND | 164.16 |
| 22829 | 07/25/2019 | HR/RISK MGT | PAYROLL TRUST | BLUE SHIELD OF CALIFORNIA | MEDICAL INSURANCE | 250,144.78 |
| 22830 | 07/25/2019 | HR/RISK MGT | CITY ADMIN | BLUE SHIELD OF CALIFORNIA | RETIREE MEDICAL BILL | 137.00 |
| 22831 | 07/25/2019 | WATER | WATER OPS | BROOKS, ERIC | PER DIEM TRI-STATE SEMINAR | 259.25 |
| 22832 | 07/25/2019 | WATER QUALITY | WATER QUALITY | BSK ASSOCIATES | WATER SAMPLES | 456.00 |
| 22833 | 07/25/2019 | PD ADMIN | SUPP LAW ENFORCE | CA DEPT OF JUSTICE | BLOOD ALCOHOL ANALYSIS | 1,575.00 |
| 22834 | 07/25/2019 | AIRPORT | AIRPORT OPS | DIVISION OF AERONAUTICS | LOAN #MAD-1-06-L-7 FY 18/19 INTEREST | 4,056.62 |
| 22835 | 07/25/2019 | FACILITIES | FACILITIES | CA DEPT OF TRANSPORTATION | SHARED COSTS SIGNALS & LIGHTING | 5,488.71 |
| 22836 | 07/25/2019 | GRANTS | INTERMODAL BLDG | CITY OF MADERA | 07/19 UTILITIES ACCT 003040421-6 | 216.67 |
| 22837 | 07/25/2019 | PD ADMIN | PD ADMIN | COMCAST | 07/14/19-08/13/19 SVS 8155500320092096 | 122.66 |
| 22838 | 07/25/2019 | HR/RISK MGT | AIRPORT OPS | CSJVRMA | FY 2019/2020 QUARTER 1 PREMIUM | 940,831.00 |
| 22839 | 07/25/2019 | UB | UB/GARBAGE | DATAPROSE, LLC | JULY 2019 NEWSLETTER | 1,183.17 |
| 22840 | 07/25/2019 | FINANCE | GENERAL FUND | DIVISION OF THE STATE ARCHITECT | SB 1186 FEES QTR 4 FY 18/19 | 93.20 |
| 22841 | 07/25/2019 | LTF | BUILDING | FIRE SAFETY SOLUTIONS, LLC | FIRE PROTECTION ENG SVS | 10,425.00 |
| 22842 | 07/25/2019 | FLEET | FLEET MAINT | GIBBS INTERNATIONAL INC | #394 REPLACEMENT COOLER/PUMP | 4,145.66 |

| CHECK | PAY DATE | DEPARTMENT | PAID FROM ORG | ISSUED TO | DESCRIPTION | AMOUNT |
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| 22843 | 07/25/2019 | PD ADMIN | PD ADMIN | GIBBS, JOSHUA | UNIFORM REIMBURSEMENT | 47.50 |
| 22844 | 07/25/2019 | ENGINEERING | LTF- STREETS | GOLDEN STATE OVERNIGHT | OVERNIGHT SHIPPING | 69.16 |
| 22845 | 07/25/2019 | GRANTS | TRANS - FIXED ROUTE | JEFFREY SCOTT ADVERTISING | ADVERTISING CHARGES | 812.50 |
| 22846 | 07/25/2019 | STREETS | PW - STREETS | LEAGUE OF CALIFORNIA CITIES | LOCAL STREETS/ROADS NEEDS ASSMT | 500.00 |
| 22847 | 07/25/2019 | WATER QUALITY | WATER QUALITY | LEANO, BIANEY | PER DIEM TRI-STATE SEMINAR | 259.25 |
| 22848 | 07/25/2019 | CITY CLERK | CITY CLERK | MADERA TRIBUNE | AD FOR ORD 964 C.S. | 250.25 |
| 22849 | 07/25/2019 | PD ADMIN | PD ADMIN | MADERA UNIFORM & ACCESSORIES | MOTOR BOOT | 481.71 |
| 22850 | 07/25/2019 | PD ADMIN | PD ADMIN | MAHONEY, ROBERT | UNIFORM PANTS REIMBURSEMENT | 47.50 |
| 22851 | 07/25/2019 | SEWER | SEWER OPS | MATHIES, MICHAEL | PER DIEM TRI-STATE SEMINAR | 259.25 |
| 22852 | 07/25/2019 | PD ADMIN | PD ADMIN | MOTOROLA SOLUTIONS INC. | HAND-HELD RADIOS | 38,895.09 |
| 22853 | 07/25/2019 | FINANCE | ZONE 34B | PACIFIC GAS & ELECTRIC | 06/19 SERVICES 0443905948-8 | 10.51 |
| 22854 | 07/25/2019 | PD ADMIN | PD ADMIN | PECK'S PRINTERY | NOTICE OF CORRECTION BOOKS | 2,807.69 |
| 22855 | 07/25/2019 | CODE ENF | CODE ENFORCEMENT | PETTY CASH | PETTY CASH REIMBURSEMENT | 233.03 |
| 22856 | 07/25/2019 | WWTP | WWTP | PLATT ELECTRIC SUPPLY, INC. | WIRE FOR PWP | 3,555.18 |
| 22857 | 07/25/2019 | WWTP | WWTP | PROVOST & PRITCHARD CONSULTING GROUP | GROUNDWATER MONITORING | 337.50 |
| 22858 | 07/25/2019 | HR/RISK MGT | WATER OPS | REGENCE BLUECROSSS BLUESHIELD OF UTAH | CITY PAID RETIREE MEDICAL | 325.00 |
| 22859 | 07/25/2019 | HR/RISK MGT | PAYROLL TRUST | SUPERIOR VISION INSURANCE INC. | VISION INSURANCE | 2,272.20 |
| 22860 | 07/25/2019 | PD ADMIN | PD ADMIN | LEATHAM FAMILY, LLC | UNIFORM SUPPLIES | 740.75 |
| 22861 | 07/25/2019 | PURCHASING | FACILITIES | TESEI PETROLEUM, INC. | FUEL 07/01/19 - 07/10/19 FOR CITY | 27,916.61 |
| 22862 | 07/25/2019 | FLEET | FLEET | TRU-TRAILERS, INC. | LANDSCAPE COMBINATION TRAILER | 9,839.20 |
| 22863 | 07/25/2019 | UB | WATER | ALMAZAN ADELA M | UTILITY BILLING CREDIT REFUND | 205.34 |
| 22864 | 07/25/2019 | UB | WATER | BELTRAN GUADALUPE JR OR CITY OF MADERA | UTILITY BILLING CREDIT REFUND | 152.31 |
| 22865 | 07/25/2019 | UB | WATER | BERRYMAN ARTHUR C | UTILITY BILLING CREDIT REFUND | 154.60 |
| 22866 | 07/25/2019 | UB | WATER | BITTER GEORGE | UTILITY BILLING CREDIT REFUND | 111.61 |
| 22867 | 07/25/2019 | UB | WATER | BRECKENRIDGE PROPERTY FUND 2016 LLC | UTILITY BILLING CREDIT REFUND | 206.60 |
| 22868 | 07/25/2019 | UB | WATER | CARRANZA ADAM | UTILITY BILLING CREDIT REFUND | 89.24 |
| 22869 | 07/25/2019 | UB | WATER | CASTILLO RICARDO or CITY OF MADERA | UTILITY BILLING CREDIT REFUND | 90.87 |
| 22870 | 07/25/2019 | UB | WATER | CERVANTES MAX E | UTILITY BILLING CREDIT REFUND | 124.85 |
| 22871 | 07/25/2019 | UB | WATER | CHU GLENN | UTILITY BILLING CREDIT REFUND | 162.65 |
| 22872 | 07/25/2019 | UB | WATER | CRUZ XOCHILT | UTILITY BILLING CREDIT REFUND | 130.27 |
| 22873 | 07/25/2019 | UB | WATER | DOTTA LAURA | UTILITY BILLING CREDIT REFUND | 128.90 |
| 22874 | 07/25/2019 | UB | WATER | DOVER CAROL L | UTILITY BILLING DEPOSIT REFUND | 82.90 |
| 22875 | 07/25/2019 | UB | WATER | ERVIN ASHLYNN | UTILITY BILLING CREDIT REFUND | 69.93 |
| 22876 | 07/25/2019 | UB | WATER | ESPARZA VANESSA | UTILITY BILLING CREDIT REFUND | 126.58 |
| 22877 | 07/25/2019 | UB | WATER | FADAH FADDL | UTILITY BILLING CREDIT REFUND | 140.43 |
| 22878 | 07/25/2019 | UB | WATER | FLORES ROSALINDA M OR CITY OF MADERA | UTILITY BILLING CREDIT REFUND | 50.27 |
| 22879 | 07/25/2019 | UB | WATER | FLORES RUBEN JR | UTILITY BILLING CREDIT REFUND | 43.51 |
| 22880 | 07/25/2019 | UB | WATER | GIBBS JOSH | UTILITY BILLING CREDIT REFUND | 143.75 |
| 22881 | 07/25/2019 | UB | WATER | GUZMAN EVA | UTILITY BILLING CREDIT REFUND | 279.61 |
| 22882 | 07/25/2019 | UB | WATER | JOSEPH CROWN CONSTRUCTION | UTILITY BILLING DEPOSIT REFUND | 17.80 |
| 22883 | 07/25/2019 | UB | WATER | KEATON JUDY | UTILITY BILLING CREDIT REFUND | 150.78 |
| 22884 | 07/25/2019 | UB | WATER | KONDAMURI CHANDRA SEKHAR | UTILITY BILLING CREDIT REFUND | 179.19 |
| 22885 | 07/25/2019 | UB | WATER | LOPEZ YOLANDA LOPEZ LUHANNA | UTILITY BILLING CREDIT REFUND | 234.21 |
| 22886 | 07/25/2019 | UB | WATER | MARTINEZ MARTIN | UTILITY BILLING CREDIT REFUND | 85.94 |
| 22887 | 07/25/2019 | UB | WATER | MARTINEZ VICENTINA PEREZ ADRIANA | UTILITY BILLING DEPOSIT REFUND | 3.99 |
| 22888 | 07/25/2019 | UB | WATER | MAYA VICTORIA | UTILITY BILLING CREDIT REFUND | 156.56 |
| 22889 | 07/25/2019 | UB | WATER | ORTIZ HECTOR | UTILITY BILLING CREDIT REFUND | 58.74 |
| 22890 | 07/25/2019 | UB | WATER | PARKER BILL | UTILITY BILLING CREDIT REFUND | 8.91 |
| 22891 | 07/25/2019 | UB | WATER | PARNOW TAMMY | UTILITY BILLING CREDIT REFUND | 155.40 |
| 22892 | 07/25/2019 | UB | WATER | PEACOCK RONALD OR CITY OF MADERA PEACOCK RHON | UTILITY BILLING CREDIT REFUND | 152.24 |
| 22893 | 07/25/2019 | UB | WATER | PENNINGTON MARLENE | UTILITY BILLING CREDIT REFUND | 117.09 |
| 22894 | 07/25/2019 | UB | WATER | PETERS JEAN | UTILITY BILLING DEPOSIT REFUND | 47.67 |
| 22895 | 07/25/2019 | UB | WATER | PETITTI MARIO | UTILITY BILLING CREDIT REFUND | 150.13 |

| CHECK | PAY DATE | DEPARTMENT | PAID FROM ORG | ISSUED TO | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|---|
| 22896 | 07/25/2019 | UB | WATER | POND LOUIS | UTILITY BILLING DEPOSIT REFUND | 39.29 |
| 22897 | 07/25/2019 | UB | WATER | REYNA EDWARD | UTILITY BILLING CREDIT REFUND | 201.09 |
| 22898 | 07/25/2019 | UB | WATER | RODRIQUEZ PHILLIP | UTILITY BILLING DEPOSIT REFUND | 40.98 |
| 22899 | 07/25/2019 | UB | WATER | ROMERO OLEGARIO | UTILITY BILLING CREDIT REFUND | 255.10 |
| 22900 | 07/25/2019 | UB | WATER | SALAZAR LUZ A | UTILITY BILLING CREDIT REFUND | 229.08 |
| 22901 | 07/25/2019 | UB | WATER | SHAWN J SANDERS C/O SJ VALLEY PROPERTIES | UTILITY BILLING CREDIT REFUND | 148.96 |
| 22902 | 07/25/2019 | UB | WATER | SLAVEN SUSANNE L OR CITY OF MADERA | UTILITY BILLING CREDIT REFUND | 160.35 |
| 22903 | 07/25/2019 | UB | WATER | SMITH DAVID A | UTILITY BILLING DEPOSIT REFUND | 35.02 |
| 22904 | 07/25/2019 | UB | WATER | STRING HANNAH | UTILITY BILLING CREDIT REFUND | 253.91 |
| 22905 | 07/25/2019 | UB | WATER | THIENPRASIT DARAT C/O MADERA MANAGEMENT COM | UTILITY BILLING DEPOSIT REFUND | 49.70 |
| 22906 | 07/25/2019 | UB | WATER | VILLALOBOS SELINA | UTILITY BILLING CREDIT REFUND | 139.32 |
| 22907 | 07/25/2019 | UB | WATER | VILLARREAL GERARDO | UTILITY BILLING CREDIT REFUND | 157.46 |
| 22908 | 07/25/2019 | WATER | WATER MTNC/OPS | UNDERGROUND SERVICE ALERT | 2019 MEMBERSHIP FEE | 1,986.57 |
| 22909 | 07/25/2019 | FINANCE | WWTP | US BANK CORPORATE PAYMENT SYSTEMS | 06/19 CAL-CARD CHARGES | 132,740.09 |
| 22910 | 07/25/2019 | FINANCE | SR CITIZEN | VERIZON WIRELESS | CC IPADS 06/11/19 - 07/10/19 | 14,888.00 |
| 22911 | 07/25/2019 | IT | IT | ZOHO CORPORATION | SOFTWARE LICENSES AND MAINT | 25,067.00 |
| 22912 | 07/25/2019 | AIRPORT | AIRPORT OPS | DIVISION OF AERONAUTICS | LOAN #MAD-1-06-L-7 FY 18/19 INTEREST | 24,423.02 |
| 22913 | 07/25/2019 | PD ADMIN | MEASURE K | LC ACTION POLICE SUPPLY | SHOTGUNS | 21,108.79 |
| 22914 | 07/25/2019 | SEWER | SEWER MTNC/OPS | MADERA PUMPS, INC. | CRANE SERVICE | 900.00 |
| 22915 | 07/26/2019 | FINANCE | PAYROLL TRUST | ADMINISTRATIVE SOLUTIONS INC. | ADMIN FEES FOR JULY 2019 | 138.00 |
| 22916 | 07/26/2019 | FINANCE | PAYROLL TRUST | ADMINISTRATIVE SOLUTIONS INC. | MEDICAL & CHILD CARE EXPENSE | 1,035.45 |
| 22917 | 07/26/2019 | FINANCE | PAYROLL TRUST | ADMINISTRATIVE SOLUTIONS INC. | MEDICAL PART A FOR CLAIMS | 31,865.60 |
| 22918 | 07/26/2019 | FINANCE | PAYROLL TRUST | CA DEPARTMENT OF CHILD SUPPORT | CHILD SUPPORT DEDUCTIONS | 2,038.57 |
| 22919 | 07/26/2019 | FINANCE | PAYROLL TRUST | COLONIAL LIFE & ACCIDENT INSURANCE CO | EMPLOYEE LIFE INSURANCE | 1,185.57 |
| 22920 | 07/26/2019 | FINANCE | PAYROLL TRUST | M A C E A | MONTHLY DUES | 2,325.00 |
| 22921 | 07/26/2019 | FINANCE | PAYROLL TRUST | M P O A | MONTHLY DUES | 7,499.64 |
| 22922 | 07/26/2019 | FINANCE | PAYROLL TRUST | M.C.E.A. | MONTHLY DUES | 380.00 |
| 22923 | 07/26/2019 | FINANCE | PAYROLL TRUST | MID-MGMT EMPLOYEE GROUP | MONTHLY DUES | 690.00 |
| 22924 | 07/26/2019 | FINANCE | PAYROLL TRUST | N.P.C.-ORCHARD TRUST COMPANY | DEFERRED COMP CONTRIBS | 3,622.24 |
| 22925 | 07/26/2019 | FINANCE | PAYROLL TRUST | N.P.C.-ORCHARD TRUST COMPANY | DEFERRED COMP CONTRIBS | 8,456.19 |
| 22926 | 07/26/2019 | FINANCE | PAYROLL TRUST | STATE OF CALIFORNIA | FRANCHISE TAX DEDUCTIONS | 150.00 |
| 22927 | 07/26/2019 | FINANCE | PAYROLL TRUST | VANTAGEPOINT TRANSFER AGENTS-457 | DEFERRED COMP CONTRIBS | 22,625.55 |
| 22928 | 07/26/2019 | FINANCE | FACILITIES | CA DEPT OF TAX AND FEE ADMINISTRATION | FY 18/19 SALES & USE TAX | 93,408.00 |
| | | | | BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL | | $ 3,717,953.13 |

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

**Council Meeting of:** August 7, 2019

**Agenda Number:** B-3

John Scarborough, Interim Public Works Director

Arnoldo Rodriguez, City Manager

**SUBJECT:**

Water Conservation Report for June 17th through July 21st

**RECOMMENDATION:**

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

**SUMMARY:**

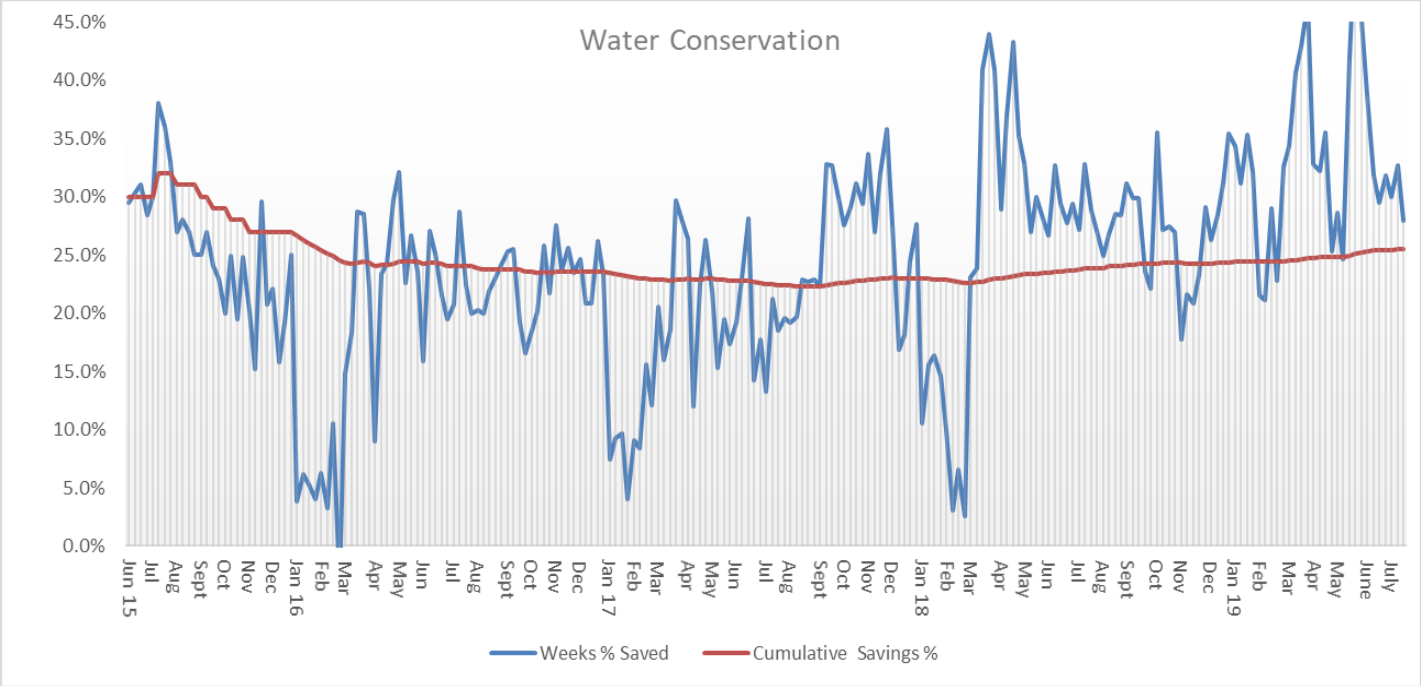
This report addresses four different areas of focus:

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

**DISCUSSION:**

As illustrated in the following chart, the City's average monthly water conservation rate for the period of June 17th[th] through July 21[st] shows an increase from 29.5 percent in 2018 to 30.3 percent this year. Below is the most current water conservation data.

| Monthly Conservation | Cumulative Conservation |
|---|---|
| June 17th<br>Through<br>July 21st | June 1st, 2015<br>Through<br>July 21st, 2019 |
| **30.3%** | **25.5%** |




**Water Conservation Outreach:**

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

## Conservation Outreach

**Facebook and Twitter Postings**
Outdoor watering tips

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

**Events**
Madera CDC Preschool Family Fun Night – 6/27/19 – 300 contacts
Neighborhood Watch 6/9/19 District 1 Vista Del Sol Apts.
Neighborhood Watch 6/18/19 Dist. 1 – Woodlands

**Water Conservation Activities:**

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

## Enforcement

| | | | |
|---|---|---|---|
| **Individual Contacts** | **340** | **1st offense ($75)** | **116** |
| **Verbal Warnings** | **19** | **2nd offense ($200)** | **5** |
| **Maintenance Notices** | **50** | **3rd or more offenses ($500)** | **2** |

**Water Meters:**

In addition to the monthly reading of the manual read meters and the service interruptions due to account payment delinquency, the water meter staff performed various repairs and/or meter programming at 59 properties. Customer concern investigations were conducted and resulted in the discovery of leaks at 15 properties and need for adjustments to irrigation systems at 9 properties. Courtesy leak notifications were sent to an additional 56 properties.

**Water Conservation Rebate Program:**

A total of approximately $109,340 rebate dollars were awarded during fiscal year (FY) 2018/2019 compared to $108,549 in FY 2017/2018 and $27,120 total rebate dollars awarded in FY 2016/2017.

**System Capacity:**

The system has continued to produce adequate flows to meet our peak demand and maintain reserve fire flow capacity. This information is summarized in the Status Report on the following page.

**FINANCIAL IMPACT:**

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

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

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

**ALTERNATIVES:**

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

**ATTACHMENTS:**

1. Status Report June 17, 2019 through July 21, 2019 - Water Production and Reserve Fire Flow Capacity

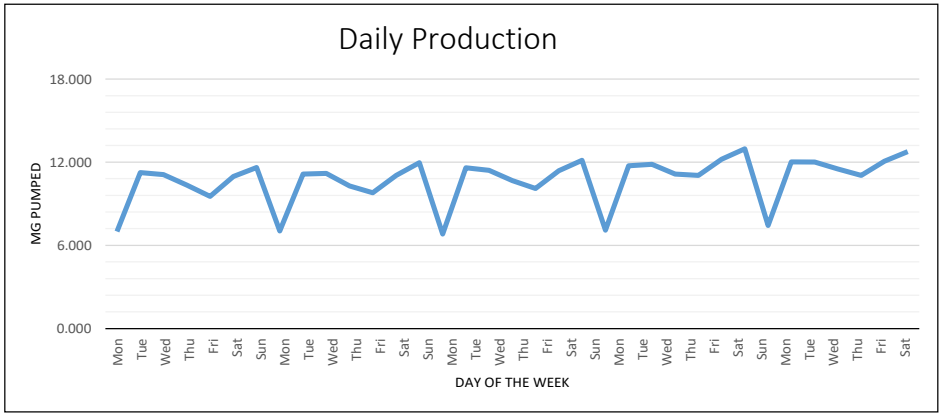
**STATUS REPORT June 17th to July 21St, 2019** **ATTACHMENT #1**
**WATER PRODUCTION AND RESERVE FIRE FLOW CAPABILITY**

| Dates | Day | Peak Temp | MG Pumped | Peak Hour | Lowest Pressure* | Lowest Tank Storage ** | Wells Available | Wells On During Peak Hours | Wells in Reserve During Peak Hours | Reserve GPM at Peak | Reserves Meets Fire flow for | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Residential 1,500 GPM | Commercial 2,500 GPM | Industrial 3,500 GPM | Hospital 4,500 GPM |
| 6/17/2019 | Mon | 96 | 6.989 | 9pm-10pm | 41 | 780,000 | 16 | 7 | 9 | 11003 | Yes | Yes | Yes | Yes |
| 6/18/2019 | Tue | 100 | 11.247 | 9pm-10pm | 39 | 600,000 | 16 | 12 | 4 | 4853 | Yes | Yes | Yes | Yes |
| 6/19/2019 | Wed | 102 | 11.095 | 9pm-10pm | 37 | 600,000 | 16 | 12 | 4 | 5050 | Yes | Yes | Yes | Yes |
| 6/20/2019 | Thu | 91 | 10.343 | 10pm-11pm | 38 | 780,000 | 16 | 11 | 5 | 5755 | Yes | Yes | Yes | Yes |
| 6/21/2019 | Fri | 88 | 9.522 | 10pm-11pm | 38 | 820,000 | 16 | 9 | 7 | 8602 | Yes | Yes | Yes | Yes |
| 6/22/2019 | Sat | 92 | 10.972 | 10pm-11pm | 37 | 820,000 | 16 | 11 | 5 | 5755 | Yes | Yes | Yes | Yes |
| 6/23/2019 | Sun | 98 | 11.608 | 10pm-11pm | 36 | 780,000 | 16 | 11 | 5 | 5755 | Yes | Yes | Yes | Yes |
| 6/24/2019 | Mon | 100 | 7.033 | 9pm-10pm | 36 | 820,000 | 16 | 7 | 9 | 11083 | Yes | Yes | Yes | Yes |
| 6/25/2019 | Tue | 96 | 11.141 | 10pm-11pm | 36 | 680,000 | 16 | 11 | 5 | 5703 | Yes | Yes | Yes | Yes |
| 6/26/2019 | Wed | 87 | 11.183 | 10pm-11pm | 40 | 780,000 | 16 | 11 | 5 | 5755 | Yes | Yes | Yes | Yes |
| 6/27/2019 | Thu | 84 | 10.287 | 10pm-11pm | 40 | 780,000 | 16 | 11 | 5 | 5755 | Yes | Yes | Yes | Yes |
| 6/28/2019 | Fri | 88 | 9.786 | 9pm-10pm | 42 | 820,000 | 16 | 9 | 7 | 7938 | Yes | Yes | Yes | Yes |
| 6/29/2019 | Sat | 92 | 11.036 | 9pm-10pm | 36 | 780,000 | 16 | 11 | 5 | 5651 | Yes | Yes | Yes | Yes |
| 6/30/2019 | Sun | 94 | 11.963 | 10pm-11pm | 35 | 680,000 | 16 | 12 | 4 | 4749 | Yes | Yes | Yes | Yes |
| 7/1/2019 | Mon | 94 | 6.804 | 10pm-11pm | 45 | 820,000 | 16 | 6 | 10 | 11689 | Yes | Yes | Yes | Yes |
| 7/2/2019 | Tue | 92 | 11.590 | 9pm-10pm | 37 | 680,000 | 16 | 12 | 4 | 4419 | Yes | Yes | Yes | Yes |
| 7/3/2019 | Wed | 91 | 11.409 | 9pm-10pm | 38 | 780,000 | 16 | 11 | 5 | 5651 | Yes | Yes | Yes | Yes |
| 7/4/2019 | Thu | 93 | 10.654 | 10pm-11pm | 41 | 780,000 | 16 | 10 | 6 | 6605 | Yes | Yes | Yes | Yes |
| 7/5/2019 | Fri | 98 | 10.097 | 10pm-11pm | 42 | 780,000 | 16 | 11 | 5 | 5755 | Yes | Yes | Yes | Yes |
| 7/6/2019 | Sat | 100 | 11.379 | 9pm-10pm | 37 | 680,000 | 16 | 10 | 6 | 6605 | Yes | Yes | Yes | Yes |
| 7/7/2019 | Sun | 92 | 12.136 | 9pm-10pm | 36 | 780,000 | 16 | 12 | 4 | 4749 | Yes | Yes | Yes | Yes |
| 7/8/2019 | Mon | 91 | 7.091 | 5pm-6pm | 45 | 820,000 | 16 | 6 | 10 | 12116 | Yes | Yes | Yes | Yes |
| 7/9/2019 | Tue | 92 | 11.739 | 9pm-10pm | 37 | 680,000 | 16 | 10 | 6 | 6605 | Yes | Yes | Yes | Yes |
| 7/10/2019 | Wed | 95 | 11.846 | 9pm-10pm | 38 | 780,000 | 16 | 11 | 5 | 5651 | Yes | Yes | Yes | Yes |
| 7/11/2019 | Thu | 98 | 11.146 | 9pm-10pm | 38 | 780,000 | 16 | 13 | 3 | 3599 | Yes | Yes | Yes | Yes |
| 7/12/2019 | Fri | 100 | 11.045 | 9pm-10pm | 40 | 780,000 | 16 | 12 | 4 | 4419 | Yes | Yes | Yes | Yes |
| 7/13/2019 | Sat | 105 | 12.211 | 9pm-10pm | 37 | 680,000 | 16 | 13 | 3 | 3599 | Yes | Yes | Yes | Yes |
| 7/14/2019 | Sun | 104 | 12.959 | 9pm-10pm | 36 | 680,000 | 16 | 15 | 1 | 1743 | Yes | Yes | Yes | Yes |
| 7/15/2019 | Mon | 100 | 7.425 | 5pm-6pm | 45 | 820,000 | 16 | 6 | 10 | 11689 | Yes | Yes | Yes | Yes |
| 7/16/2019 | Tue | 97 | 12.015 | 9pm-10pm | 32 | 680,000 | 16 | 14 | 2 | 2593 | Yes | Yes | Yes | Yes |
| 7/17/2019 | Wed | 97 | 12.003 | 9pm-10pm | 38 | 680,000 | 16 | 14 | 2 | 1856 | Yes | Yes | Yes | Yes |
| 7/18/2019 | Thu | 99 | 11.502 | 9pm-10pm | 37 | 780,000 | 16 | 13 | 3 | 3599 | Yes | Yes | Yes | Yes |
| 7/19/2019 | Fri | 96 | 11.031 | 9pm-10pm | 40 | 780,000 | 16 | 12 | 4 | 4419 | Yes | Yes | Yes | Yes |
| 7/20/2019 | Sat | 95 | 12.056 | 9pm-10pm | 39 | 680,000 | 16 | 13 | 3 | 3599 | Yes | Yes | Yes | Yes |
| 7/21/2019 | Sun | 100 | 12.760 | 9pm-10pm | 36 | 680,000 | 16 | 14 | 2 | 1856 | Yes | Yes | Yes | Yes |

* Goal is to keep system above 30 psi., below 20 cause regulatory issue.
** Elevated tank has a 1,000,000 gallon maximum capacity.

19 **Total Wells**
2 **Wells Not Available**
#16 Being Retrofitted for Submersible Pump to Gain 500 gpm
#27 Redevelopment in process

17 **Number of Wells Available**



RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

**Council Meeting of:** August 7, 2019

**Agenda Number:** B-4

**SUBJECT:**
Informational Report on Personnel Activity

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

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

**DISCUSSION:**
The Civil Service Commission did not meet in the month of July.

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

| Name | Position | Department | Effective Date |
|---|---|---|---|
| Marco Silvas | Wastewater Treatment Plant Operator-in-Training | Public Works – Wastewater Treatment Plant | 7/22/19 |
| Andrew Warren | Wastewater Treatment Plant Operator-in-Training | Public Works – Wastewater Treatment Plant | 7/22/19 |
| Pedro Sanchez | Custodian | Transit (Intermodal Facility) | 7/31/19 |

The following promotions, transfers, or assignment changes occurred since our last report.

| Name | Former Position | New Position | Effective Date |
|---|---|---|---|
| Michael Orozco | Part Time Maintenance Worker I – Public Works Sewer Division | Public Works Maintenance Worker II – Public Works Streets Division | 7/22/19 |
| Eric Battles | Administrative Analyst – Finance | Administrative Analyst – Human Resources | 7/1/19 |
| Nicolas Carrillo | Police Officer Trainee | Police Officer I | 7/6/19 |

The following employees separated from employment since our last report.

| Name | Position | Department | Effective Date |
|---|---|---|---|
| Aubry Choate | Pool Manager | Parks & Community Services | 6/20/19 |
| Luis Herrera | Program Leader I | Parks & Community Services | 6/20/19 |
| Shelby Seybold | Program Leader I | Parks & Community Services | 6/20/19 |
| Eugene Haynes | Administrative Analyst | Human Resources | 6/28/19 |
| Jose Sandoval | Assistant Engineer | Engineering | 7/19/19 |
| Bob Wilson | Redevelopment Manager | Successor Agency | 7/19/19 |

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

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

**ALTERNATIVES:**
This report is for informational purposes only.

**ATTACHMENTS:**
None

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

**Council Meeting of:** August 7, 2019

**Agenda Number:** B-5

**SUBJECT:**
Consideration of a Minute Order Confirming a Request for Restitution to Madera County Probation Department in the Amount of $12,266 for Costs Associated with Graffiti Removal

**RECOMMENDATION:**
Staff recommends the City Council (Council) authorize the Mayor to execute and sign the confirmation of property damage so Madera County Probation can proceed to collect restitution from multiple defendants who caused $12,266 in graffiti-related removal costs.

**SUMMARY:**
During the evening of March 11, 2018 and the morning of March 12, 2018, multiple locations throughout the City of Madera (City) were graffitied. Three separate police reports documented multiple instances of graffiti which were determined to have been related. In the days following the incidents, City Public Works crews from the Graffiti Abatement Division responded to document and remove the graffiti which was determined to have cost $12,266. Subsequent police investigations led to the arrest of those suspected of committing the crimes. The Madera County Probation Department is now seeking confirmation of damages so they can pursue restitution from the defendants.

**DISCUSSION:**
Beginning on the evening of March 11, 2019 City of Madera Police were dispatched to a report of graffiti at the Knights Inn located at 1855 W. Cleveland Avenue. During the officer's investigation, surveillance video was obtained from the Chevron gas station located at 1801 W. Cleveland Avenue. The officer was able to view the footage and observed four subjects exit a vehicle, walk east across the rear of the Chevron parking lot, and jump over a fence to the Knights Inn. The four subjects approached the east wall of the Knights Inn and began spray painting the building. The cost associated with the cleanup of this instance of graffiti was $5,170, as documented in police report 19M-02271.

A short time later, on the same night, a different officer observed similar graffiti in the area of Stadium Road and Deerwood Drive. The officer reported a total of 15 areas that were marked

with graffiti. Those instances were documented in police report 19M-02272. The amount of damage attributed to this case of graffiti was $4,180.

On March 12, 2019, an officer responded to a business, 76 Station Yosemite, located at 1501 E. Yosemite Avenue to a report of vandalism. During the investigation, it was determined that between the hours of approximately midnight and 7:00 AM on March 12, 2019, the business was graffitied in a similar manner as the previously mentioned incidents. Police report 19M-02278 documented $2,916 worth of damage due to the graffiti in this incident.

During the days following the string of graffiti crimes, City crews conducted cleanup of the areas that were affected. The total cost of all graffiti abatement attributed to the above incidents was $12,266. This includes the cost of staff time, vehicle use, and supplies.

Further investigation led to the arrest of multiple suspects for the graffiti. At the time of this report, one juvenile defendant has been court ordered to pay restitution to his victim. The Madera County Probation Department has asked the City to provide confirmation of the costs associated with the damages/removal of the graffiti. Because the amount of restitution requested for the costs associated with graffiti removal exceeds the City Manager's authority of $5,000, the Council must authorize the request/acceptance of the funds. It should be noted that the Madera County Probation Department will ultimately determine the amount of restitution that will be ordered.

As stated, multiple suspects were arrested for these crimes and they all will be responsible for restitution, if convicted. If Council approves this confirmation of damage to be submitted for restitution, no further action will be needed if and when the other suspects are ordered to pay restitution in this matter.

**FINANCIAL IMPACT:**
If approved, the City will submit the restitution claim for consideration by the Madera County Probation Department. Any restitution received will be returned to the Graffiti Abatement Division within Public Works. The Graffiti Abatement Division operates primarily with general fund dollars.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**
The requested action is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

**ALTERNATIVES:**
The Council can decide to not take action on this item. If the Council chooses not to take action, the City will not be able to submit a request for restitution, and in that case, the cost of the cleanup will be borne by the General Fund without reimbursement.

**ATTACHMENTS:**
1. Confirmation of a Request for Restitution to Madera County Probation Department

# MADERA COUNTY
## PROBATION DEPARTMENT

SHARON SAMPAULESI
Revenue Services Manager
RICK DUPREE
Chief Probation Officer

14241 Road 28
Madera, California 93638

Tele (559) 675-7619
Fax (559) 675-7978

City of Madera-Attn:Ron Hammond
205 West 4th St
Madera CA 93637

**NAME:** [redacted]
**CASE #:** MJL018935
**SC #:** 1039183

May 13, 2019

Our records indicated that you might have incurred a loss as a result of a criminal act committed by the above named individual. The Defendant has been Court ordered to pay restitution to his victim. The case has been referred to me to determine that amount. Please complete this letter listing property taken or damaged or the type of injuries you have sustained. Return this letter with copies of bills, receipts, or if damage has not been repaired, two written estimates. List only property you believe has not been recovered. Do not list property being temporarily held as evidence by police.

PLEASE RETURN THIS DOCUMENT EVEN IF YOU ARE NOT REQUESTING RESTITUTION.

__Please see attached documentation regarding graffiti abatement costs related to party causing damage listed above.

NOTE: all of the losses you are requesting restitution for must be accompanied by written documentation to substantiate a loss. Items submitted without written documentation cannot be considered.

I would like the Probation Department to review the provided documentation and consider $ 12,266 restitution on my behalf. I declare, under penalty of perjury, the foregoing is true and correct.

Signature:_____ Date: _____

Payable to: City of Madera

Address: 205 W. Fourth Street, Madera, CA 93637 Phone: 559-661-5417
If restitution is ordered, it is your responsibility to notify us should you change your address.

Did you file a claim and/or qualify for assistance from the Victims of crime program? Claim #:_____
Are any of the above listed items being paid by insurance? ( ) YES (X) NO

You are free to pursue the matter through the civil and small claims courts. If no contact or documentation is received within 30 days of the date of this letter, it will be our understanding that no restitution is being requested.

Sincerely,

Sharon Sampaulesi
Revenue Services Manager

# MADERA COUNTY
## PROBATION DEPARTMENT

SHARON SAMPAULESI
Revenue Services Manager
RICK DUPREE
Chief Probation Officer

14241 Road 28
Madera, California 93638

Tele (559) 675-7619
Fax (559) 675-7978

Nuestros registros indican que usted podría haber incurrido en una pérdida como consecuencia de un acto criminal cometido por la persona nombrada arriba. El acusado ha sido que Corte ordenó pagar restitución a la víctima. El caso se ha referido a mí para determinar esa cantidad. Por favor, complete esta carta de listado de propiedad tomado o dañado o el tipo de lesiones que ha sufrido. Devolver esta carta con copias de facturas, recibos, o si el daño no ha sido reparado, dos escritos estimas. Propiedad única lista que crees que no se ha recuperado. No hacer la lista propiedad temporalmente retenido como evidencia por la policía.

POR FAVOR DEVUELVA ESTE DOCUMENTO INCLUSO SI NO VA A SOLICITAR RESTITUCIÓN.

Nota: todas las pérdidas de que están solicitando restitución deben acompañarse de documentación escrita para justificar una pérdida. No pueden considerarse elementos enviados sin documentación escrita.

Me gustaría que el Departamento de libertad condicional para revisar la documentación proporcionada y considerar $_____ restitución de la en mi nombre. Declaro, bajo pena de perjurio, lo anterior es verdadero y correcto.

Firma: _____Fecha: _____

A nombre de: _____

Dirección: _____teléfono _____: _____
Si se ordena la restitución, es su responsabilidad notificarnos si cambia su dirección.

¿Presentar un reclamo o calificar para asistencia de las víctimas del programa de crimen? Reclamación #: ___
¿Artículos uces de los arriba mencionados están siendo pagados por seguro? () SÍ () NO

Usted es libre de perseguir la materia a través de los tribunales de demandas civiles y pequeños. Si no hay contacto o documentación es recibida dentro de 30 días de la fecha de esta carta, será la comprensión que no se solicita restitución.

Atentamente,
Sharon Sampaulesi
Gerente de servicios de ingresos

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Department Director

Arnoldo Rodriguez, City Manager

**Council Meeting of:** August 7, 2019

**Agenda Number:** B-6

**SUBJECT:**
Consideration of a Minute Order Rejecting a Claim filed by Robert Gonzalez

**RECOMMENDATION:**
It is recommended Council reject the claim filed by Robert Gonzalez. The City will send a rejection notice to Mr. Gonzalez.

**SUMMARY:**
A claim was filed on July 15, 2019, by Mr. Gonzalez. The claimant is alleging that a pothole on Road 26 and Ellis Street caused the rim on his tire to bend and ruined his tire. Mr. Gonzalez submitted with his claim an estimate from Six Star Madera Tire & Service in the amount of $170.00.

**DISCUSSION:**
The claimant alleges that on July 14, 2019, he was traveling west on Ellis Street when he ran into a pothole. He further alleges the pothole damaged his front driver's side rim and tire. Mr. Gonzalez is seeking $170.00 in damages from the City for tire replacement. This is based upon the repair estimate from Six Star Madera Tire & Service.

The City's Engineering Department confirmed the pothole is outside City limits and is within Madera County limits. Therefore, the City of Madera would have no liability exposure for the claimant's damages. As such, AIMS, the City's third party claims administrator, concurs with the recommendation to reject the claim. Mr. Gonzalez has been advised that the location of the pothole is outside the City limits.

**FINANCIAL IMPACT:**
Rejection of a claim filed under the tort claim statute does not cause an immediate financial impact. Rejection begins the time period during which a claimant can enter into settlement discussions or decide to file an action with the Court.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**
Rejection of claims filed under Government Code §910 is 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.

**ALTERNATIVES:**
If Council does not take action to formally reject the claim, the claim will be rejected by operation of law forty-five (45) days after it was received.

**ATTACHMENTS:**
1. Claim Form
2. Estimate

# CITY OF MADERA

## CLAIM FORM

(Please Type Or Print)

Received
JUL 15 2019
City of Madera
HR Dept

CLAIM AGAINST City of Madera
(Name of Entity)

Claimant's name: Robert Gonzalez Telephone Number [redacted]

SS#: [redacted] DOB: [redacted] Gender: Male ✓ Female ____

Claimant's address: [redacted]

Address where notices about claim are to be sent, if different from above: N/A

Date of incident/accident: 7-14-19

Date injuries, damages, or losses were discovered: Bent Rim / Cut Left Front Tire

Location of incident/accident: West Bound Ellis ST Approximately 80 - 100 yards From Light.

What did entity or employee do to cause this loss, damage, or injury? Rut / Pot Hole in Road Rd 26 / Ellis St.

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? (Ellis ST)

What specific injuries, damages, or losses did claimant receive? Bent Rim / Cut Tire on Side Wall

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of $10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)] $ 170.00 Tire Replacement

How was this amount calculated (please itemize)? Six Star Madera Tire & Service

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 7-15-19 Signature: Robert Gonzalez (SR)

If signed by representative:

Representative's Name _____ Address _____

Telephone # _____

Relationship to Claimant _____

Madera City Clerk
RECEIVED
By: Claudia
Date: 7/15/19

SIX STAR MADERA TIRE & SERVICE
505 SOUTH GATEWAY DRIVE
MADERA, CA. 93637
(559) 673-5000

Merchant ID: 3956
Term #: 0001 Store #: 0001
Ref #: 0003

# Sale

XXXXXXXXXXX[redacted]
VISA Entry Method: Chip

Total: $ 170.00

07/15/19 11:13:38
Inv #: 000003 Appr Code: 015036
Transaction ID: 469196656184253
Apprvd: Online Batch#: 000020

Visa Credit
AID: A0000000031010
TSI: 6800
TVR: 8080008000

Customer Copy

THANK YOU
FOR YOUR BUSINESS

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

Approved by:

Dino Lawson, Chief of Police

Arnoldo Rodriguez, City Manager

**Council Meeting of:** August 7, 2019

**Agenda Number:** B-7

**SUBJECT:**

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

**RECOMMENDATION:**

Staff recommends the City Council adopt the attached resolution waiving the fees to cover the costs of Police, Public Works, and Parks for relating to Old Timers Parade for Madera Sunrise Rotary Club in the amount of $2,823.00.

**SUMMARY:**

The Madera Sunrise Rotary Club will be sponsoring the annual Old-Timers' Day parade on September 28, 2019, from 10:00 am to 12:00 pm. Historically, the Council has recognized this function as a community event and has covered the costs associated with traffic control and clean-up.

**DISCUSSION:**

The Madera Sunrise Rotary Club has requested the Council cover the costs associated with Police Department, Public Works, and Park's involvement with the event. Costs include traffic and crowd control, as well as clean-up. Each Department is prepared to provide these services at the direction of Council.

The Madera Sunrise Rotary Club will be required to obtain the appropriate encroachment permits for the use of City streets as part of the parade route.

As is City policy, insurance binders (Special Events Insurance) to transfer liability and property damage claims from the City to parade sponsors are to be provided by the Madera Sunrise Rotary Club.

**FINANCIAL IMPACT:**

The cost of providing City services to assist with traffic and crowd control is estimated at $1,502 to pay for overtime and straight time for seven officers. Public Works expenses for the day are anticipated at $600, and the Parks Department's costs are estimated at $721. These figures represent the cost of personnel's time that would be on duty already, except for the two police officers who will be brought in on overtime. The total amount that the Madera Sunrise Rotary Club is petitioning Council for relief is $2,823.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

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

**ALTERNATIVES:**

Council can choose not to waive the fees and Madera Sunrise Rotary Club 587 would incur all costs associated with the Old-Timers' Day parade. The expenses are anticipated to total $2,823.

**ATTACHMENTS:**

1. Resolution
2. Request letter received from Madera Sunrise Rotary Club 587.

# Attachment 1

Resolution

**RESOLUTION NO. 19-_____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA WAIVING THE FEES TO COVER COSTS OF POLICE, PUBLIC WORKS, AND PARK FEES RELATING TO OLD TIMERS PARADE FOR MADERA SUNRISE ROTARY CLUB 587 IN THE AMOUNT OF $2,823.00**

**WHEREAS,** on August 7, 2019, the City Council of the City of Madera considered a request by Madera Sunrise Rotary Club 587 to waive the fees to cover costs relating to the Old Timers Parade; and

**WHEREAS,** the Madera Sunrise Rotary Club 587 has planned and organized this community event annually and has provided citizens of Madera and neighboring areas a place to celebrate; and

**WHEREAS**, the City fees for Police, Public Works, and Park fees are $2,823.00; and

**WHEREAS,** the City Council finds it is in the best interest of the City to approve the waiver of fees; and

**WHEREAS,** this request provides a public benefit to the community.

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

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

2. The Council finds that the waiver of fees as set forth in this resolution serves a public purpose and is in the best interest and welfare of the City and its residents.

3. The City Council does hereby waive the City fees requested by Madera Sunrise Rotary Club 587 in the amount of $2,823.00 associated with the Old Timers Parade.

4. This resolution is effective immediately upon adoption.

* * * * * * * *

# Attachment 2

Request letter from Madera Sunrise Rotary Club 587

Rotary

ROTARY CONNECTS THE WORLD

**Madera Sunrise Rotary Club 587**
**District 5220**
**P.O. Box 431**
**Madera, CA 93637**

Dear Mr. Mayor and Councilmembers,

On behalf of the Madera Downtown Association and Madera Sunrise Rotary Club 587, we respectfully request the waiving of the Police Department's services for the Old Timers Day Parade as the City has graciously done for countless years past. The parade will take place on Saturday September 28th, and will begin at 10am.

Respectfully,

Chris Miller

Madera Sunrise Rotary Member/ Madera Downtown Association Board Member

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Claudia Mendoza

Claudia Mendoza, Interim City Clerk

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

**Council Meeting of:** August 7, 2019

**Agenda Number:** B-8

**SUBJECT:** Consideration of a Minute Order Authorizing Submittal of the Parade Entry Form and Authorizing the Mayor to Sign the Hold Harmless Agreement for City Council Participation in the Madera Old Timers Day Parade Scheduled for September 28, 2019

**RECOMMENDATION:** Staff requests approval of a minute order authorizing submittal of the entry form and authorizing the Mayor to sign on behalf of the City the Hold Harmless Agreement for City Council (Council) participation in the Old Timers Day Parade scheduled September 28, 2019.

**SUMMARY:** The City Council has traditionally participated in the Old Timers Day Parade. The parade is a popular community event which draws City and County residents alike to downtown Madera. The Mayor and Councilmembers have used a variety of vehicles over the years as their parade entry with fire engines and police vehicles being the most common.

**DISCUSSION:** Should the Council decide to participate in the parade, the parade organizers require that a Hold Harmless Agreement be signed and submitted with the entry application. The City Clerk will work with the Police and Fire Departments to arrange transportation during the parade.

**FINANCIAL IMPACT:** The parade entry fee of $75.00 is a budgeted expense.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:** While this action is not specifically identified in the Vision and Action Plan; it is closely aligned with Strategy 317.4, develop and encourage gatherings, festivals, and events.

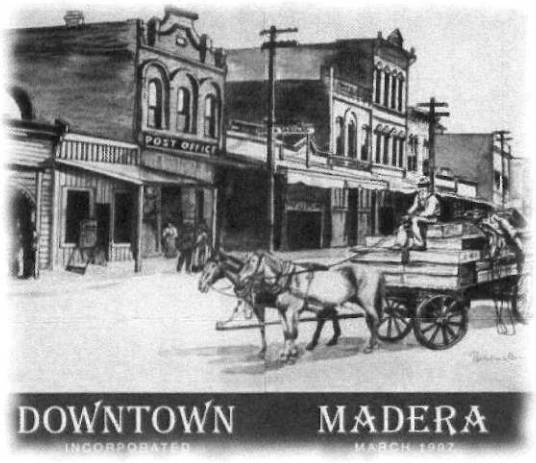
**ALTERNATIVES:** The Council may direct staff not to participate in the parade.

**ATTACHMENTS:**

1. Parade Entry Form and Hold Harmless Agreement

**ATTACHMENT 1**

**The Madera Downtown Association**
**Presents the 2019**
**Old Timers Day Parade**
**Saturday, September 28, 2019 at 10:00 a.m.**
**Entries due by September 15, 2019**




Publicity Information:

Please tell us a little about your entry, your past awards, and other parades you've been involved in. If yours is a float, please tell us who built it, the name of your sponsors, etc. This information will be read aloud by the parade announcer, and will be used in pre-parade publicity. Please limit your script to 50 words. It will be complete once payment is received. We will edit your script if necessary. You can mail your entry form and script to The Madera Downtown Association C/O Madera Chamber of Commerce 120 N. E St., Madera, CA 93638. Please include your email so we can contact you if there are any questions.

Please contact us with any questions at District3@maderacounty.com or (559) 662-6030

Please include your email: **cmendoza@madera.gov**

Mail To: Madera Downtown Association C/O Madera Chamber of Commerce
120 N. E St., Madera, CA 93638

NO RECEIPT GIVEN - MAKE COPY FOR YOUR RECORDS

**See attached.**

**Categories of Entry**

Class 1: Floats
1. Commercial
2. Youth Groups
3. Organizations

Class 2: Military Units
1. Drill Teams
2. Color Guard

Class 3: Bands
1. High School (over 1600 Students)
2. High School (700-1599 Students)
3. High School (100-699 Students)
4. Junior High School

Class 4: Drill Teams (Non Military)
1. Auxiliary – Jr
2. Auxiliary – Sr

Class 5: Majorette/Drum Majors
1. Majorette, Peewee Group (3 or more)
2. Majorette, Single Junior
3. Majorette, Single Senior
4. Majorette, Jr. Group (3 or more)
5. Majorette, Sr. Group (3 or more)
6. Drum Major, Junior High
7. Drum Major, Senior High

Class 6: Open Classes
1. Future Horseman (1 thru 8) Costume or Western
2. Junior Equestrian (9 thru 12)

Class 7: Divided Classes
(Male & Female)
1. Mounted Group
2. Color Guard
3. Charro/Charra
4. Parade Horse or Pony
5. Charro/Charra Costume
6. Working Western (Jr.)
7. Working Western (Sr.)
8. Fancy Dressed Western (Jr.)
9. Fancy Dressed Western (Sr.)
10. Plain Western (Jr.)
11. Plain Western (Sr.)
12. Novelty-Fiesta (Jr. & Sr.)

Class 8: Hitch Classes
1. Horse
2. Pony
3. Mule

Class 9: Special Groups
1. Antique Auto
2. Antique Auto Group (3 or more)
3. Classic Auto
4. Classic Auto Group (3 or more)
5. Decorated Auto, Truck, Car or Boat
6. Dune Buggy or 4-Wheel Drive
7. Comic
8. Street Rods
9. Motorcycle
10. Old Fire Trucks

Class 10: Youth Groups
1. Dance Group
2. Performing Gymnastic Group
3. Youth Comic
4. Scout Troops
5. Bike Group/Club
6. Cheer
7. Youth Activities-Other

Class 11: Non-Judged
1. Commercial
2. Political Group /Individual
3. Miscellaneous

**Parade Rules**

1. Parade starts at 10:00 a.m. SHARP!
2. Forward motion at all times. Units will be penalized for delay.
3. Maintain approx. 50 ft. between units.
4. No throwing or distributing of objects to spectators.
5. Junior Units are age 13 and under.
6. Senior Units are age 14 and older.
7. Band should play often along parade route.
8. Identification numbers are to be placed in view of the judges.
9. Entries involving vehicles or animals must maintain control of same at all times.
10. An entry may enter only one parade category.
11. Units with sound or unusual noise must indicate so on entry form.
12. Only one trophy awarded per entry.
13. Children under age 6 may not enter unless accompanied by a person 18 or older.
14. Parade officials will be clearly identified. Follow any directions they give.
15. Parade goes on, rain or shine.

**Awards**

First-Trophy
Second – Trophy
Third - Trophy

**Bands**: In addition to 1st, 2nd and 3rd place trophies, the school who places first overall (band, aux. and drum major) will receive $200.00.
**Equestrian:** The top overall equestrian will receive $150.00, 2nd overall will receive $100.00 and 3rd overall will receive $50.00. Trophies will be awarded for all equestrian entries.

Parade awards will be presented on parade day at Courthouse Park at 1:00 p.m.
"Day in the Park" activities to commence at 12:00 noon to include a B.B.Q. and craft and food booths.

**Parade Date: September 28, 2019**

Entries Close on Sept. 15, 2019

| | |
|---|---|
| Political & Commercial | $75.00 |
| All Others | $45.00 |
| Late fee after 09/15/19 | $20.00 |

No fee for Bands
Equestrians will be judged by a CSHA judge.

**Completed applications can be mailed to:**
**Madera Downtown Association**
**C/O Madera Chamber of Commerce**
**120 N. E St.**
**Madera, CA 93638**

**NO RECEIPT GIVEN**
**MAKE COPY FOR YOUR RECORDS**

**Entry Form**
**2019 Old Timers' Day Parade**
**Saturday Spetember 28, 2019**
**Entries Close September 15, 2019**

Type of Entry Jr._____ Sr_____

Class # 11 Category # 2

Organization Name **Madera City Council**

Your name **Claudia Mendoza**

Address **205 West 4th Street**

City **Madera** Zip **93637**

Phone **(559) 661-5409**

# of Participants_____ # of Vehicles_____

Does the entry have sound?_____
Approx length of entry_____

My signature certifies the category of entry in which I wish to be judged. In entering this event, I agree to accept the decision of the duly appointed judges and to abide by all the rules and regulations of the event. I agree to release the Old Timer's Day Committee and their associates from any and all responsibility for loss, damage and/or injury to any person or property from any participation in this event.

Signature of Authorized Rep Date

Make Checks Payable to:
Madera Downtown Association
**Please include attached script!**

Mail to: **Madera Downtown Association**
**C/O Madera Chamber of Commerce**
**120 N. E St.**
**Madera, CA 93638**

Amount of Check Enclosed $ **75.00**
NO MONEY NO ENTRY

*Note for judging - each entry must be listed on a separate form.*

# Old Timers Day Parade

In submitting this application, the Applicant and its agents and assigns, **Madera City Council** _____ agrees to release and hold the, Madera Downtown Association, City of Madera, and Madera Sunrise Rotary Club, and their directors. Members employees, and other representatives harmless, and to promptly indemnify same from and against any and all claims, actions, damages, liability of every type and nature, including all costs and legal expenses incurred by the applicant or any other party, by reason of any activity arising under or in connection with the applicant's participation in the Old Timers Day Parade including but not limited to loss of life, personal injury and/or damage to property arising from or out of any occurrence, omission or activity to such participation. In the event the Madera Downtown Association, City of Madera, and Madera Sunrise Rotary Club of shall be made a party to any litigation commenced by or against the Applicant, then the Applicant shall hold the Madera Downtown Association, City of Madera, and Madera Sunrise Rotary Club harmless and shall pay all costs, expenses and attorney's fees incurred or paid by them in connection with such litigation. In signing below, I verify that in consideration of your accepting this entry, I intend to be legally bound for myself, my heirs, executors & administrators, waive and release any & all rights I may have against the Madera Downtown Association, City of Madera, and Madera Sunrise Rotary Club, and all other associated sponsors, promoters and agents for any & all injuries suffered by me in conjunction with and/or arising in and out of my traveling to, participation in , and returning from Old Timers Day Parade.

By signing this document, the applicant certifies that they have read, understand and will comply with the Old Timers Day Parade Rules and Regulations. The applicant further certifies that all members participating in the unit identified in the application have been advised of and are knowledgeable of said rules and regulations and have agreed to comply with them. The applicant further agrees to hold harmless, the Madera Downtown Association City of Madera, and Madera Sunrise Rotary Club and its designated representatives, volunteers and sponsors, for all claims, damages and liability arising from any injury associated with the parade in any manner.

Signed:_____ Date:_____
**Andrew J. Medellin, Mayor**

THIS HOLD HARMLESS AGREEMENT MUST BE SIGNED OR THE APPLICATION cannot be submitted.

I agree to the Hold Harmless Agreement.

Name of AUTHORIZED REPRESENTATIVE TO GIVE CONSENT (Please Print):
**Andrew J. Medellin, Mayor**
SIGNATURE OF AUTHORIZED REPRESENTATIVE TO GIVE CONSENT:

_____ Date:_____

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

**Council Meeting of:** August 7, 2019

**Agenda Number:** B-9

**SUBJECT:** **Consideration of a Resolution Approving an Aerial to Underground Conversion Agreement with Pacific Bell Telephone Company DBA AT&T California for the Olive Avenue Widening Project and Authorizing Payment for Estimated Costs in the amount of $107,999.56**

**RECOMMENDATION:**

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

1. Approving the Aerial to Underground Conversion Agreement with Pacific Bell Telephone Company DBA AT&T California for the Olive Avenue Widening Project.
2. Approving Payment of $107,999.56 for AT&T's estimated costs associated with the underground conversion project.
3. Authorizing the Mayor to sign the Agreement on behalf of the City of Madera.

**SUMMARY:**

The Council, at their March 20, 2019 meeting, approved an agreement with QK (Quad Knopf, Inc.) for professional engineering services as relates to the Rule 20B Utility Underground Conversion of AT&T facilities for the Olive Avenue Widening Project. QK has completed the design and coordination with AT&T. Their efforts were instrumental in the timely development of this Aerial to Underground Conversion Agreement by AT&T necessary to convert the existing overhead facilities to underground with the Olive Avenue Widening Project subject to the terms and conditions of the agreement.

**DISCUSSION:**

The Project will consist of widening and reconstructing Olive Avenue between Gateway Drive and Roosevelt Street and pavement overlay, modifications to the medians, and restriping of Olive

Avenue between Roosevelt Street and Knox Street consistent with the adopted Plan Line. The Project will include a new Union Pacific Rail Road crossing protection and signal, and installation of traffic signals at the intersections of Olive Avenue at Roosevelt Street and Olive Avenue at Knox Street. The project also includes street widening improvements to meet collector street Standards on Knox Street between Neplus Way and Olive Avenue.

Within the Project, there is a heavy concentration of overhead electrical, telephone, and cable distribution facilities that need to be removed and/or be relocated. Undergrounding the utilities in lieu of relocating poles that are in conflict is consistent with previously constructed projects on arterial streets connecting with collector streets. As the applicant, the City will install conduit, vaults and manholes necessary for the undergrounding of communications facilities and AT&T will install wiring and cable and make connections for the underground system.

QK coordinated with both PG&E and Comcast for joint trench opportunities with AT&T. City has received 90% design drawings from both PG&E and Comcast. Said utilities are in the process of finalizing their design and estimates in preparation for the conversion agreements with the City.

**FINANCIAL IMPACT:**

The costs associated with this agreement will be paid for out of the Utility Undergrounding portion of the Olive Avenue Widening Project Budget included in the 2019/20 Fiscal Year Capital Projects Budget.

There will be no impact to the City's General Fund for the design and construction costs for the Utility Underground District.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Action 126 – The project supports the strategy for providing clean attractive streets that are safe and aesthetically pleasing. The requested action is for the improvement of infrastructure and is not in conflict with any of the actions or goals contained in the plan.

**ALTERNATIVES:**

Should Council not approve the Agreement or Payment for the undergrounding of the aerial utilities lines and poles, AT&T will not participate in the undergrounding of utilities necessary for completion of the Olive Avenue project.

**ATTACHMENTS:**

1. Resolution
2. Map – Utility Underground District 19 – Olive Avenue

**ATTACHMENT 1**

**RESOLUTION**

**RESOLUTION NO. 19-_____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AERIAL TO UNDERGROUND CONVERSION AGREEMENT WITH PACIFIC BELL TELEPHONE COMPANY DBA AT&T CALIFORNIA FOR THE OLIVE AVENUE WIDENING PROJECT AND AUTHORIZING PAYMENT FOR ESTIMATED COSTS IN THE AMOUNT OF $107.999.56**

**WHEREAS**, a project to widen and improve Olive Avenue to arterial street standards from Gateway Drive to Knox Street, hereinafter called "Project", has been included in the Capital Improvement Program and carried over to the 2019/20 Fiscal Year Capital Projects Budget; and

**WHEREAS,** on November 7, 2018, the City Council of the City of Madera adopted Resolution No. 18-223 establishing Rule 20B Underground Utility District No. 19 for the Project; and

**WHEREAS**, the subject agreement is necessary for the relocation and undergrounding of AT&T Facilities within the boundaries of UUD 19; and

**WHEREAS**, AT&T has requested advance payment of the estimated costs in the amount of $107,999.56 to implement the aerial to underground conversion; and

**WHEREAS**, the actual costs will be determined upon completion of the conversion and may result in a refund to or additional payment from the City; and

**WHEREAS**, costs associated with the utility undergrounding are included in the Project budget.

**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 with Pacific Bell Telephone Company, DBA AT&T California, a copy of which is attached hereto as Exhibit 1 and referred to for more particulars, is approved.

3. The Mayor is authorized to sign the Agreement on behalf of the City.

4. This Resolution is effective immediately upon adoption.

**********

**EXHIBIT 1**

**AERIAL TO UNDERGROUND CONVERSION AGREEMENT**

**OLIVE AVE FROM GATEWAY TO KNOX AVE.**

**AERIAL TO UNDERGROUND CONVERSION AGREEMENT**
**(APPLICANT TO CONSTRUCT USS)**

**(RULE 32.A.2)**

**BETWEEN**

**CITY OF MADERA, CA.**

**and**

**PACIFIC BELL TELEPHONE COMPANY**

**DBA AT&T CALIFORNIA**

**RE**

**OLIVE AVE FROM GATEWAY TO KNOX AVE.**

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Exhibit A Applicant's Approved Street Improvement Plans

Exhibit B AT&T's Estimated Costs

Exhibit C Executive Orders and Associated Regulations

THIS AGREEMENT ("Agreement") is between CITY OF MADERA , a California Municipality corporation ("Applicant"), and PACIFIC BELL TELEPHONE COMPANY, a California corporation doing business as AT&T CALIFORNIA ("AT&T") (collectively the "Parties").

## I. DEFINITIONS.

As used in this Agreement, the following terms apply:

A. The term "Tariff" refers to Schedule Cal. P.U.C. No. A2, Rule 32.A.2.

B. The terms "Underground Supporting Structure" and "USS" include, but are not limited to, conduit, inner duct, manholes, service boxes, and related equipment.

C. The terms "Trench" and "Trenching" include, but are not limited to, excavating, backfilling, compacting, and, as necessary, breaking and replacing pavement, sidewalks, driveways, curbs and gutters, and restoring all other surface features disturbed by underground construction including landscaping, plus the cost of performing such work.

D. The term "Hazardous Substance" refers to any substance, material or chemical that is or becomes regulated under applicable local, state, or federal law, regulation, or ordinance.

E. The term "District" refers to the area in/on/along Olive Ave, from Gateway to Knox, where the undergrounding of existing aerial facilities is to take place.

F. The term "Project" means all of the work required to underground existing aerial facilities within the District.

G. The term "CPUC" refers to the California Public Utilities Commission.

## II. RECITALS.

A. Applicant has asked AT&T to replace its existing aerial communication facilities with underground communication facilities within the District.

B. AT&T is willing to underground its existing aerial communication facilities within the District, subject to the terms and conditions of this Agreement.

In consideration of the above, the Parties agree as follows:

## III. SPECIFIC PROVISIONS.

A. Tariff.

The Project will be conducted in accordance with the Tariff.

B. Construction.

1. Upon receipt of a copy of this Agreement that has been executed by Applicant and the advance payment described in Section III.G, AT&T will engineer and perform the work required to convert its existing aerial facilities to underground facilities in the area in the District shown on Applicants' plans, which are attached hereto as Exhibit A.

2. If, during the installation or construction of communications facilities, AT&T employees, subcontractors, or agents encounter any Hazardous Substance(s) that may be disturbed by AT&T's activities:

   a. AT&T shall give prompt written notice of the discovery of the Hazardous Substance(s) to Applicant;

   b. AT&T shall suspend performance under this Agreement until (1) containment and removal of the Hazardous Substance(s) has been completed and approved by the appropriate governmental agency(ies), if such approval is required, or approved by AT&T if governmental agency(ies) approval is not required, or (2) Applicant reasonably demonstrates that the Hazardous Substance(s) will not be disturbed by AT&T's activities;

   c. AT&T's performance of its obligations under this Agreement is extended for the amount of time which it takes to complete containment/removal of the Hazardous Substance(s); and,

   d. If Applicant elects not to remove/contain the Hazardous Substance(s), AT&T may terminate this Agreement without further liability by giving advance notice to Applicant no later than ten (10) days after the date the Applicant notifies AT&T of its decision not to remove/contain the Hazardous Substance(s). In this case, Applicant shall reimburse AT&T for AT&T's share of the USS cost paid by AT&T and for the costs incurred by AT&T for the placement of cables and wiring on the Project and the wrecking associated with that placement up to the effective date of the termination. Upon such payment, Applicant shall become the owner of said wire and cables.

3. Applicant shall be responsible for the construction and installation of the necessary USS along the public way and utility rights of way in the District and shall prepare all documents necessary to coordinate and implement the Project plans. The documents shall include, but shall not be limited to: (a) Project Plans and Specifications, which shall be prepared

in accordance with specifications and drawings furnished to Applicant by AT&T; (b) documents that delineate all USS to be constructed and installed within the District; (c) a Bid Package covering the construction and installation of the USS for which Applicant is responsible; (d) separate agreements with Participants pertaining to the construction of facilities for the Project; and (e) a contract ("Contract") with an independent contractor for the construction and installation of USS for which Applicant is responsible under the Project. **APPLICANT SHALL NOT DEVIATE FROM AT&T'S TRENCH SPECIFICATIONS WITHOUT AT&T'S PRIOR WRITTEN CONSENT.**

4. Applicant shall award the Contract to a qualified bidder. The terms and conditions of the Contract shall oblige the Contractor to furnish all materials, adhere to the Project Plans and Specifications, and install the USS at the locations designated on the map attached to this Agreement as Exhibit A. Applicant shall have full supervision of and control over the independent contractor's construction and installation of the USS. However, AT&T shall be given the opportunity to inspect the construction and installation of the USS and to coordinate with Applicant to ensure that the construction and installation are completed in accordance with the Project plans and specifications.

   Applicant shall require all property owners who are served by the aerial facilities to be replaced within the District to provide and maintain the USS on their property.

C. Term.

This Agreement is effective upon execution and shall continue in effect until terminated or canceled as provided by law or this Agreement.

D. Title

Upon inspection and acceptance in writing of the USS by AT&T, title to the USS and all associated communications facilities placed by or for AT&T, except the underground service connections, shall vest in AT&T, provided that such is free of all liens and encumbrances.

E. Tax Liability

Applicant shall pay, and hold AT&T harmless from and against, all penalties, interest, taxes or other charges that are levied or assessed against Applicant.

F. Payment.

Applicant shall pay to AT&T within forty-five (45) days after execution of this Agreement the sum of **One hundred seven thousand, nine hundred ninety nine dollars and 56 cents ($107,999.56)**, which represents the estimated cost of AT&T preparing specifications and drawings for the USS and inspecting Applicant's trenching and installation of the USS.

If applicable, Applicant shall also pay to AT&T a **(NO CIAC)%** tax component of **CIAC NOT APPLICABLE** collected for Federal and State Income Tax in accordance with CPUC decision 87-09-026.

Applicant shall send payments to:

AT&T California
2700 Watt Ave, Room 3012
Sacramento, CA 95821
ATTN: Debbie Beck.

G. Cancellation, Modification or Deferment.

If Applicant cancels, modifies or defers its request for conversion of the aerial facilities to underground facilities within the District, Applicant shall pay all charges incurred by AT&T, in accordance with the Tariff.

H. Indemnity; Limitation of Liability.

1. Applicant shall indemnify, defend at AT&T's request and at no cost or expense to AT&T, and hold harmless AT&T and its officers, agents and employees, as well as its associated and affiliated companies and their respective officers, agents, and employees ("Indemnitees"), from and against any and all losses, damages, expenses, costs, penalties, fines, fees (including reasonable attorney's and consultant's fees), or liabilities (collectively "Liabilities"), incurred as a result of any injury to or death of any person(s) or damage to any property(ies) arising out of or in connection with the materials used or the work performed by Applicant under this Agreement or the condition of the Project's property, including environmental contamination, except where such Liabilities are caused by the sole negligence or willful misconduct of Indemnitees.

2. AT&T shall notify Applicant within a reasonable time of any written claim or demand against AT&T for which Applicant is responsible under this section. Applicant shall also (a) keep AT&T fully informed as to the progress of such defense, and (b) afford AT&T, at its own expense, an opportunity to participate with Applicant in the defense or settlement of such claims, demand, lawsuits or other legal proceedings.

3. AT&T shall indemnify, defend, and hold harmless Applicant, from and against any and all losses, damages, expenses, costs, penalties, fines, fees (including reasonable attorney's and consultant's fees), or liabilities

(collectively "Liabilities"), incurred as a result of any injury to or death of any person(s) or damage to any property(ies) arising out of or in connection AT&T's installation of facilities in the USS, except where such Liabilities are caused by the negligence or willful misconduct of Applicant. Applicant shall notify AT&T within a reasonable time of any written claims or demand against Applicant for which AT&T is responsible under this section.

4. These indemnities shall survive the termination or cancellation of this Agreement or any provision to the contrary herein.

5. IN NO EVENT WILL AT&T BE LIABLE TO APPLICANT FOR INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BY TORT OR CONTRACT, INCLUDING LOST REVENUES, LOSS OF PROFITS OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE PERFORMANCE OF THIS CONTRACT, INCLUDING, WITHOUT LIMITATION, NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM, OR A DEFECT OR FAILURE TO PERFORM OR DEFECT OF CABLE OR WIRING, REGARDLESS OF THE FORESEEABILITY THEREOF.

I. Insurance.

1. With respect to Applicant's performance under this Agreement, and in addition to Applicant's obligation to indemnify, Applicant shall at its sole cost and expense, maintain the insurance coverages and limits required by this Section and any additional insurance and/or bonds required by law:

   i. at all times during the term of this Agreement and until completion of all work associated with this Agreement, whichever is later; and

   ii. with respect to any coverage maintained in a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later. If a "claims-made" policy is maintained, the retroactive date must precede the commencement of work under this Agreement;

2. Applicant shall also require each subcontractor who may perform work under this Agreement or enter upon the work site to maintain coverages, requirements, and limits at least as broad as those listed in this section from the time when the subcontractor begins work, throughout the term of the subcontractor's work and, with respect to any coverage maintained on a "claims-made" policy, for two (2) years thereafter;

a. procure the required insurance from an insurance company eligible to do business in the state or states where work will be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, Applicant may procure insurance from the state fund of the state where work is to be performed; and

b. deliver to AT&T certificates of insurance stating the types of insurance and policy limits. Applicant shall provide or will endeavor to have the issuing insurance company provide at least 30 days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to AT&T. Applicant shall deliver such certificates:

i. prior to commencement of any work;

ii. prior to expiration of any insurance policy required in this Section; and

iii. for any coverage maintained on a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later.

3. The Parties agree:

a. the failure of AT&T to demand such certificate of insurance or failure of AT&T to identify a deficiency will not be construed as a waiver of Applicant's obligation to maintain the insurance required under this Agreement;

b. that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Applicant, nor be deemed as a limitation on Applicant's liability to AT&T in this Agreement;

c. Applicant may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and

Applicant is responsible for any deductible or self-insured retention.

4. The insurance coverage required by this section includes:

a. Workers' Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least:

$500,000 for Bodily Injury – each accident

$500,000 for Bodily Injury by disease – policy limits

$500,000 for Bodily Injury by disease – each employee

To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of AT&T, its affiliates, and their directors, officers and employees.

In states where Workers' Compensation insurance is a monopolistic state-run system, Applicant shall add Stop Gap Employers Liability with limits not less than $500,000 each accident or disease.

b. Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:

$2,000,000 General Aggregate limit;

$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence;

$1,000,000 each occurrence limit for Personal Injury and Advertising Injury;

$2,000,000 Products/Completed Operations Aggregate limit;

$1,000,000 each occurrence limit for Products/Completed Operations;

$1,000,000 Damage to Premises Rented to You (Fire Legal Liability).

The Commercial General Liability insurance policy must:

i. include AT&T, its affiliates, and their directors, officers, and employees as Additional Insureds. Applicant shall provide a copy of the Additional Insured endorsement to AT&T. The Additional Insured endorsement may either be specific to AT&T or may be "blanket" or "automatic" addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within 60 days of execution of this Agreement and within 60 days of each Commercial General Liability policy renewal;

ii. include a waiver of subrogation in favor of AT&T, its affiliates, and their directors, officers and employees; and

iii. be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T.

c. Business Automobile Liability insurance with limits of at least $1,000,000 each accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.

d. Umbrella/Excess Liability insurance with limits of at least $1,000,000 each occurrence with terms and conditions at least as broad as the underlying Commercial General Liability, Business Auto Liability, and Employers Liability policies. Umbrella/Excess Liability limits will be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T.

J. Warranty.

1. Applicant warrants that that for a period of two (2) years following acceptance of the USS by AT&T, all work and materials to be furnished under this Agreement:

   a. shall conform in all respects to the requirements of this Agreement;

   b. are adequate for the purposes for which they are intended;

   c. are free from any defects in design, materials, workmanship and title including, but not limited to, defects that will cause caving or sinking of the Trench, the USS, paving, or other materials.

2. Applicant warrants that qualified personnel will perform all work promptly and with diligence, to AT&T's reasonable satisfaction, and that all work and materials shall be subject to all statutory and express or implied warranties. This warranty shall survive inspection, acceptance, termination and payment.

3. Except as disclosed to and acknowledged by AT&T in writing, Applicant is not aware of the presence of any Hazardous Substance at the locations on the Project where AT&T will be installing cable and wiring and performing wrecking in association with such installations.

K. Liens.

Applicant and its agents and contractors shall keep the USS free from any statutory or common law lien arising out of any work performed, materials furnished or obligations incurred by Applicant, its agents or contractors. In the event a lien is recorded against the USS and it is not removed from the record within ten (10) days after notice is given by AT&T to Applicant to do so, AT&T shall have the right to pay and discharge the lien without regard to whether the lien shall be lawful, valid or correct. Applicant shall, within thirty (30) days after receiving written notice from AT&T, reimburse AT&T for any such claim paid by it.

L. Licenses and Easements.

Prior to construction of the Project, Applicant shall, at no cost to AT&T, furnish AT&T with any and all licenses or grants of easements that are necessary to accommodate the Project, including the construction and maintenance of AT&T's facilities.

M. Performance.

If Applicant should default in the performance of any work that it is obligated to perform under this Agreement within the time allowed for such work, AT&T may elect, by written notice to Applicant, to perform the work at Applicant's sole risk and expense and Applicant shall pay to AT&T upon demand AT&T's actual costs for performing the work.

N. Damage to Facilities.

Applicant and its employees, agents and contractors shall exercise special precaution and care to avoid causing damage to AT&T's facilities in performing work under the Project. Applicant shall assume responsibility for any and all losses, costs and expenses arising out of, caused by, or in any way connected with such damages, including consequential damages. Applicant shall immediately report in writing the occurrence of any such damage to AT&T. Applicant shall, on demand, reimburse AT&T for the entire expense incurred in replacing or repairing the damage.

O. Schedule of Work.

AT&T shall not commence detailed engineering of the Project prior to receiving a copy of this Agreement that has been executed by Applicant. AT&T shall have its facilities converted contingent upon mutually acceptable schedules, timely

obtaining of permits, licenses and other documents, and not being delayed by those uncontrollable forces described in Section III.Q below.

P. Force Majeure.

AT&T shall not be held liable to Applicant for any delay in performance under this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, the presence of archeological or historical artifacts or Hazardous Substances on, in, or near the Project, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of carriers. If any of the foregoing events occur, AT&T agrees, if requested by Applicant, to accelerate its efforts hereunder if reasonably feasible in order to regain lost time, so long as Applicant agrees to reimburse AT&T for the incremental actual costs of such efforts.

Q. Compliance With Laws.

Applicant shall comply with all applicable federal, state, county, and local statutes, laws, ordinances, regulations, and codes. Applicant further agrees to comply with all applicable Executive Orders and regulations, including, but not limited to, those that are attached to this Agreement as Exhibit C. As used in Exhibit C, "Contractor" means Applicant.

## IV. GENERAL PROVISIONS.

A. Assignment.

Applicant shall not wholly or partially assign this Agreement without the prior written consent of AT&T.

B. Binding Effect.

This Agreement shall be for the benefit of and is binding upon the respective successors and assigns of the parties hereto.

C. Termination.

This Agreement automatically terminates upon completion and acceptance of the USS by AT&T. In the event of any material default or breach of this Agreement by Applicant, in addition to all other rights and remedies which AT&T may have at law or in equity, AT&T shall have the immediate right to terminate this Agreement by giving ten (10) days prior written notice of termination. The notice shall specify the cause of termination and shall give Applicant a reasonable

opportunity to cure and correct any such cause. In the event this Agreement is terminated or suspended as provided herein, AT&T shall not be liable to Applicant or any other person or entity for any losses, damages or claims that arise as a result of termination. Applicant shall pay to AT&T all costs and expenses incurred by AT&T prior to termination of this Agreement. Any termination of this Agreement in whole or in part shall not release Applicant from any liability or obligation under this Agreement, whether of indemnity or otherwise, that accrued or that may be accruing or that arises out of any claim that may have accrued or may be accruing at the time of termination.

D. Attorneys' Fees.

If any action is brought to adjudicate the rights granted in this Agreement or to enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees in an amount to be determined by a court or a tribunal of competent jurisdiction.

E. Entire Agreement.

This Agreement and the Exhibits attached hereto that are incorporated herein by this reference constitute the entire Agreement between the parties with respect to the subject matter hereof. All prior agreements, representations, statements, negotiations and understandings are superseded.

F. Independent Contractor.

Applicant and its agents, employees and contractors shall perform all work under this Agreement as independent contractors and not as affiliates, partners, joint ventures, agents, employees, servants or assigns of AT&T.

G. Jurisdiction.

This Agreement shall be governed by the laws of the State of California and is subject to the applicable rules, regulations and tariffs on file with the CPUC.

H. Notices.

All notices and other communications hereunder shall be in writing addressed as follows and shall be deemed given when: delivered in person, delivered to an

agent, such as an overnight or similar delivery service, or three days after being deposited in the United States mail, postage prepaid:

| APPLICANT | AT&T California |
|---|---|
| City of Madera, | 2700 Watt Ave, Room 3012 |
| 205 W. Fourth St. | Sacramento, CA 95821 |
| Madera, CA.93637 | Attn: Debbie Beck |
| Attn: Keith Helmuth | |

I. Waiver and Amendment.

The provisions of this Agreement shall not be waived, altered, or amended by any representations or promises of any party unless consented to in writing by all parties hereto.

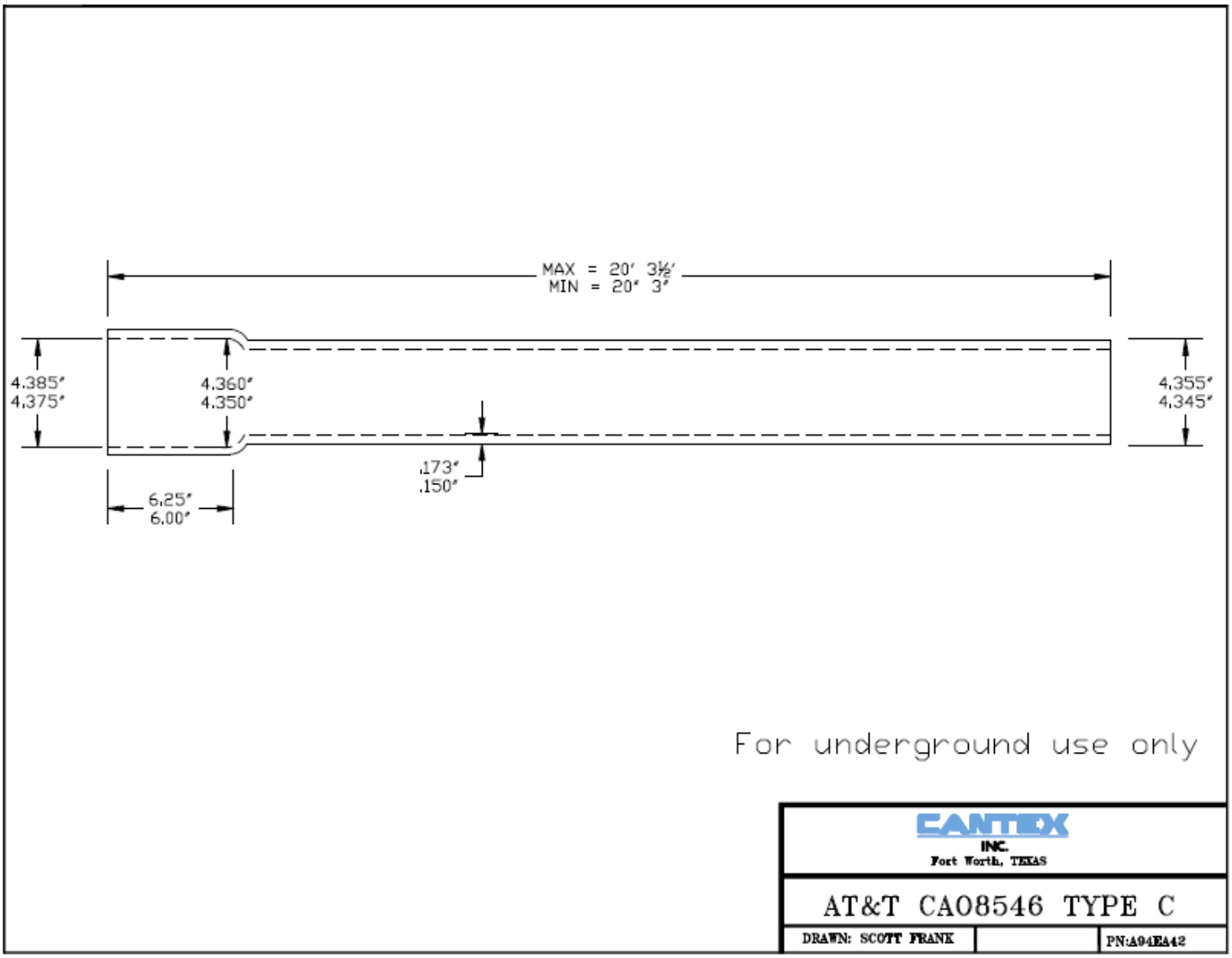
The duly authorized representatives of Applicant and AT&T have executed this Agreement by affixing their signatures on the dates indicated below.

| CITY OF MADERA | PACIFIC BELL TELEPHONE COMPANY |
|---|---|
| By:_____ | By:_____ |
| Title:_____ | Title:_____ |
| Printed Name:_____ | Printed Name:_____ |
| Date Signed:_____ | Date Signed:_____ |

**Exhibit A**

**Applicant's plans**

**Per Quad Knopf Drawings.**



# PACIFIC BELL
# CONDUIT, SPLICE BOX AND MANHOLE SPECIFICATIONS

## DEVELOPER CONTRACTOR NOTES:

1) Developer will construct to Pacific Bell's specifications.
2) Developer shall be responsible for loss of material, unreasonable damage, breakage, and any liability in connection with any material furnished by Pacific Bell.
3) Developer is responsible for the cost of repair, replacement or relocation made necessary by damage to telephone facilities until project is complete, inspected and accepted by Pacific Bell.
4) Developer is responsible to warranty substructure for a period of 2 years after final inspection of underground facilities. This will include relocating cost for non-traffic rated splice boxes, and other structure related to Pacific Bell's facilities in conflict with but not limited to driveways, alley ways, street lights, etc.
5) Call Pacific Bell Inspector 2 working days prior to start of construction at 442-2193 or 442-2191
6) Call Pacific Bell Engineer 2 working days prior to start of construction at 454-3778 or pgr 262-6102
7) Pacific Bell will provide manhole frame and covers and conduit. Developer may supply conduit. Reimbursement will be at Pacific Bells' current purchasing price. Reimbursement cost must be finalized prior to any conduit purchased, by Pacific Bell or the developer. Reimbursement is non-negotiable.
8) **Trenching agent to provide Pacific Bell inspector with marked "as-built" plans upon completion of project. Any changes in design must be approved by Pacific Bell inspector prior to change.**

## MANHOLES:

1) Inspection of manholes and splice boxes required by Pacific Bell inspector prior to placement.
2) PTS 3660 a non-traffic rated splice box. 3' X 5' X 4'.
3) PTS 65 a traffic rated full size manhole. 4'-6" X 8'- 6" X 6'-6".
4) PTS 38Y traffic rated full size manhole. 6'-0" X 12'-0" X 7'-0", including 3' extensions.
5) The top of manhole roof shall be a minimum of 24" below finished grade.
6) Conduit entrance into manholes to be placed as shown in detail on the conduit drawing.
7) The neck (collar) of manhole may be constructed of either precast sections or brick and mortar.
8) Steps in manhole necks (collars) will be located as follows:
   a) First step to be placed 12" to manhole cover.
   b) When the cover over the roof is 24" or more, additional steps are placed at 12" intervals-15" max.
   c) 6" from step to neck spacing, climber facing towards oncoming traffic. Sump on traffic side.
9) Racking shall be installed in 3'X5'X4' splice boxes and all traffic rated full size manholes.
10) All manhole seams will be grouted and painted inside with masonry paint.
11) Cable racking ladders, etc. must be ordered separately.
12) Lower manhole termination holes shall be used first.
13) Manhole number and volume to be stamped on traffic side of frame.

## CONDUIT:

1) Pacific Bell standard is 4" PTS 77 conduit. . Only factory PTS-77 4" duct, bends, & sweeps will be accepted.
2) **All bends & radii of less than 80' in non-metallic conduit must be concrete encased using minimum 5 sack mix.**
3) **Cover over conduit shall be a minimum of 36".**
4) The conduit trench must be free of all large stones and other jagged pieces of material with bottom 1" of sand compacted and smooth before placing conduit in trench. Inspection required prior to back filling trenches.
5) All backfill 12" above conduit shall be of fine granular material or sand.
6) At least 24" of loose fill on first lift shall be placed before any machine tamper is used, thus eliminating crushed conduit.
7) The degree of compaction to be as specified by municipal ordinance.
8) Any repaving required shall be as specified by municipal ordinance.
9) Clearances from electrical substructures shall be a minimum of 12" of compacted dirt or 3" of concrete.
10) Clearances from all other substructures shall be a minimum of 6" when paralleling and crossing.
11) Pull rope must be provided in duct and all lateral ducts as shown on the conduit drawings. 3/8" poly rope.
12) All conduit must be proven by mandrelling before it will be accepted by Pacific Bell.
13) Wall-to-wall measurements must be provided to Pacific Bell inspector or engineer, by placing and removing steel tape or steel cable through the longest duct between manholes and splice boxes.
14) Stub outs to property shall be made at property lines

*48 hours before you dig call U.S.A. 800 642-2444. Underground Service Alert.*

Scanned from a
Xerox Multifunction

# EXHIBIT B
# AT&T'S ESTIMATED COSTS

# AT&T COMMERCIAL SUBDIVISION / UNDERGROUNDING
# GENERAL CONDUIT, SPLICE BOX AND MANHOLE SPECIFICATIONS

## DEVELOPER CONTRACTOR NOTES:

1) Developer will construct to AT&T's specifications.
2) Developer shall be responsible for loss of material, unreasonable damage, breakage, and any liability in connection with any material furnished by AT&T.
3) Developer is responsible for the cost of repair, replacement or relocation made necessary by damage to telephone facilities until project is complete, inspected and accepted by AT&T.
4) Developer is responsible to warranty substructure for a period of 2 years after final inspection of underground facilities. This will include relocating cost for non-traffic rated splice boxes, and other structure related to AT&T's facilities in conflict with but not limited to driveways, alley ways, street lights, etc.*
5) Call AT&T Inspector 2 working days prior to start of construction at _____.
6) Call AT&T Engineer 2 working days prior to start of construction at _____.
7) Manhole frame and covers and conduit will be provided by AT&T. Conduit may be supplied by developer, reimbursement will be at AT&T going rate. Reimbursement cost must be finalized prior to any conduit purchased, by AT&T or the developer. Reimbursement is non-negotiable.

## MANHOLES:

1) Inspection of manholes and splice boxes required by AT&T inspector prior to placement.
2) PTS 3660 a non-traffic rated splice box. 3' X 5' X 4'.
3) PTS 65 a traffic rated full size manhole. 4'-6" X 8'- 6" X 6'-6".
4) PTS 38Y traffic rated full size manhole. 6'-0" X 12'-0" X 7'-0", including 3' extensions.
5) The top of manhole roof shall be a minimum of 36" below finished grade.
6) Manholes and 3'x5'x4'shall be placed on a bed of 6" gravel.
7) Conduit entrance into manholes to be placed as shown in detail on the conduit drawing.
8) The neck (collar) of manhole may be constructed of either precast sections or brick and mortar.
9) Steps in manhole necks (collars) will be located as follows:
   a) First step to be placed 12" to manhole cover.
   b) When the cover over the roof is 24" or more, additional steps are placed at 12" intervals-15" max.
   c) 6" from step to neck spacing, climber facing towards oncoming traffic. Sump on traffic side.
10) Racking shall be installed in 3X5X4 splice boxes and all traffic rated full size manholes.
11) All manhole seams will be grouted and painted inside with masonry paint.
12) Cable racking ladders, etc. must be ordered separately.
13) Lower manhole termination holes shall be used first.
14) Manhole number and volume to be stamped on traffic side of frame.

## CONDUIT:

1) AT&T standard is 4" PTS 77 conduit. . Only factory PTS-77 4' duct, bends, & sweeps will be accepted.
2) All bends & radii of less than 80' in non metallic conduit must be concrete encased using minimum 5 sack mix.
3) Cover over conduit shall be a minimum of 36".
4) The conduit trench must be free of all large stones and other jagged pieces of material with bottom 1' of sand compacted and smooth before placing conduit in trench. Inspection required prior to back filling trenches.
5) All backfill 12" above conduit shall be of fine granular material or sand.
6) At least 24" of loose fill on first lift shall be placed before any machine tamper is used, thus eliminating crushed conduit.
7) The degree of compaction to be as specified by municipal ordinance.
8) Any repaving required shall be as specified by municipal ordinance.
9) Clearances from electrical substructures shall be a minimum of 12" of compacted dirt or 3" of concrete.
10) Clearances from all other substructures shall be a minimum of 6" when paralleling and crossing.
11) Pull rope must be provided in duct and all lateral ducts as shown on the conduit drawings. 3/8" poly rope.
12) All conduit must be proven by mandrel before it will be accepted by AT&T.
13) Wall -to-wall measurements must be provided to AT&T inspector or engineer, by placing and removing steel tape or steel cable through the longest duct between manholes and splice boxes.
14) Stub outs to property shall be made at property lines. Cap all stub outs that will not be used within 30 days.

***48 hours before you dig call U.S.A. 811. Underground Service Alert.***

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- UPDATED 7-18-12 ALL REVISIONS APPROVED BY DAVID SCOTT
- UPDATED 08-17-06
- UPDATED 10-26-05

324596

at&t

# Estimate of Cost and Authority for Work
# Special Construction Charge and Invoice



Customer Request Number : 201184
Project Number :

Date : 06/25/2019
Customer ID : 119272

## Billing Information

Billing Party's Name : CITY OF MADERA
Phone : (559) 661-5418
Billing Address : 205 WEST FOURTH STREET
MADERA, CA 93637
Contact Name : KEITH HELMUTH
Phone : (559) 661-5418
Work Description & Engineering Remarks : UNDERGROUND OLIVE ST FR GATEWAY TO KNOX JOB #A01E7WY
CITY TO TRENCH/PROVIDE STRUCTURE/CONDUIT

| Expenses | Amount |
|---|---|
| Engineering Labor | $ 17,896.73 |
| Material Cost | $ 11,945.11 |
| Construction Labor | $ 75,157.72 |
| Contractor Cost | $ 3,000.00 |
| Salvage Credit | $ 0.00 |
| CIAC | $ 0.00 |
| **Total Estimated Costs** | **$ 107,999.56** |
| **Advanced Payment** | **$ 0.00** |
| **Total Amount Due** | **$ 107,999.56** |

OSPE Representative: BRIAN WELDON
Title: OSP DESIGN - AND ASSIGNMENT - NETWORK CAPACITY PROVISIONING
Phone #: (559) 454-3724

# Exhibit C
# Executive Orders and Associated Regulations

AT&T California and AT&T Nevada, as common carriers of telecommunications services, engage in work as contractors for various departments and agencies of the United States Government. Also, certain facilities may be constructed pursuant to federally assisted construction programs. Because of the foregoing, work under this contract may be subject to the provisions of certain Executive Orders, federal laws and associated regulations. To the extent that such Executive Orders, federal laws and associated regulations apply to the work under this contract, and only to that extent, Contractor agrees to comply with the provisions of all such Executive Orders, federal laws and associated regulations as no in force or as may be amended in the future, including, but not limited to the following:

1. **EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS.**
In accordance with Executive Order 11246, dated September 24, 1965, and 41 C.F.R. § 60-1.4, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of nonexempt contracts and subcontracts.

2. **CERTIFICATION OF NONSEGREGATED FACILITIES.**
In accordance with Executive Order 11246, dated September 24, 1965, and 41 C.F.R. § 60-1.8, Contractor certifies that it does not and will not maintain or provide for its employees any facilities segregated on the basis of race, color, religion, sex, or national origin at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control, where such segregated facilities are maintained. The term "facilities" as used herein means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, provided that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes. Contractor will obtain similar certifications from proposed subcontractors prior to the award of any nonexempt subcontract.

3. **CERTIFICATION OF AFFIRMATIVE ACTION PROGRAM**.
Contractor certified that it has developed and is maintaining an Affirmative Action Plan as required by 41 C.F.R. § 60-1.40.

4. **CERTIFICATION OF FILING**.
Contractor certifies that it will file annually, on or before the 31st of March, complete and accurate reports on Standard Form 100 (EEO-1) or such forms as may be promulgated in its place as required by 41 C.F.R. § 60-1.7.

5. **AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA.**
In accordance with Executive Order 11701, dated January 24, 1973, and 41 C.F.R. 60-250.20, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

6. **AFFIRMATIVE ACTION FOR HANDICAPPED PERSONS.**
In accordance with Executive Order 11758, dated January 15, 1974, and 41 C.F.R. § 60-741.20, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

7. **UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS.**
48 C.F.R., Ch. 1, § 19.740(4) and 19.708(a) require that the following clause is included:

*Utilization of Small Business concerns and Small Disadvantaged Business Concerns (June, 1985)*

(a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by and Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern:

(1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned businesses, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

(2) Whose management and daily business operations are controlled by one or more of such individuals.

The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

*Small Business and Small Disadvantaged Business Subcontracting Plan*.
Contractor, unless it is a small business concern, as defined in section 3 of the Small Business Act, agrees to adopt and comply with a small business and small disadvantaged business subcontracting plan, which shall be included in and made a part of this contract. The parties incorporate herein by this reference the regulations and contract clauses required by 48 C.F.R., Ch. 1, §§ 19.704(4) and 19.708(b) to be made a part of Government contracts and subcontracts.

8. **WOMEN-OWNED SMALL BUSINESSES.**
As prescribed in 48 C.F.R., Ch. 1, § 19.902, the following clause is included in solicitations and contracts when the contract amount is expected to be over the small purchase threshold, unless (a) the contract is to be performed entirely outside the United States, its possessions, Puerto Rico, and the Trust Territory of the Pacific Islands, or (b) a personal services contract is contemplate:

(a) "Woman-owned small businesses," as used in this clause, means businesses that are at least 51 percent owned by women who are United States citizens and who also control and operate the business.

"Control," as used in this clause, means exercising the power to make policy decisions.

"Operate," as used in this clause, means being actively involved in the day-to-day management of the business.

(b) Policy. It is the policy of the Government to award contracts to concerns that agree to perform substantially in labor surplus areas (LSA's) when this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use its best efforts to place subcontracts in accordance with this policy.

(c) Order of Preference. In complying with paragraph (b) above and with paragraph (c) of the clause of this contract entitled Utilization of Small Business Concerns and Small Disadvantaged Business Concerns, the Contractor shall observe the following order of preference in awarding subcontracts: (1) small business concerns that are LSA concerns, (2) other small business concerns, and (3) other LSA concerns.

(d) Definitions. "Labor surplus area," as used in this clause, means a geographical area identified by the Department of Labor in accordance with 20 C.F.R. § 654, Subpart A, as an area of concentrated unemployment or underemployment or an area of labor surplus.

"Labor surplus area concern," as used in this clause, means a concern that together with its first-tier subcontractors will perform substantially in labor surplus areas. Performance is substantially in labor surplus area if the costs incurred under the contract on account of manufacturing, production, or performance of appropriate services in labor surplus areas exceed 50 percent of the contract price.

*Labor Surplus Area Subcontract Program.*

(a) See the Utilization of Labor Surplus Area Concerns clause of this contract for applicable definitions.

(b) The Contractor agrees to establish and conduct a program to encourage labor surplus area (LSA) concerns to compete for subcontracts within their capabilities at prices no higher than obtainable elsewhere. The contractor shall --

(1) Designate a liaison officer who will (i) maintain liaison with authorized representatives of the Government on LSA matters, (ii) supervise compliance with the Utilization of Labor Surplus Area Concerns clause, and (iii) administer the Contractor's labor surplus area subcontracting program;

(2) Provide adequate and timely consideration of the potentialities of LSA concerns in all make-or-buy decisions;

(3) Ensure that LSA concerns have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of offers, quantities, specifications, and delivery schedules so as to facilitate the participation of LSA concerns;

(4) include the Utilization of Labor Surplus Area Concerns clause in subcontracts that offer substantial LSA subcontracting opportunities; and

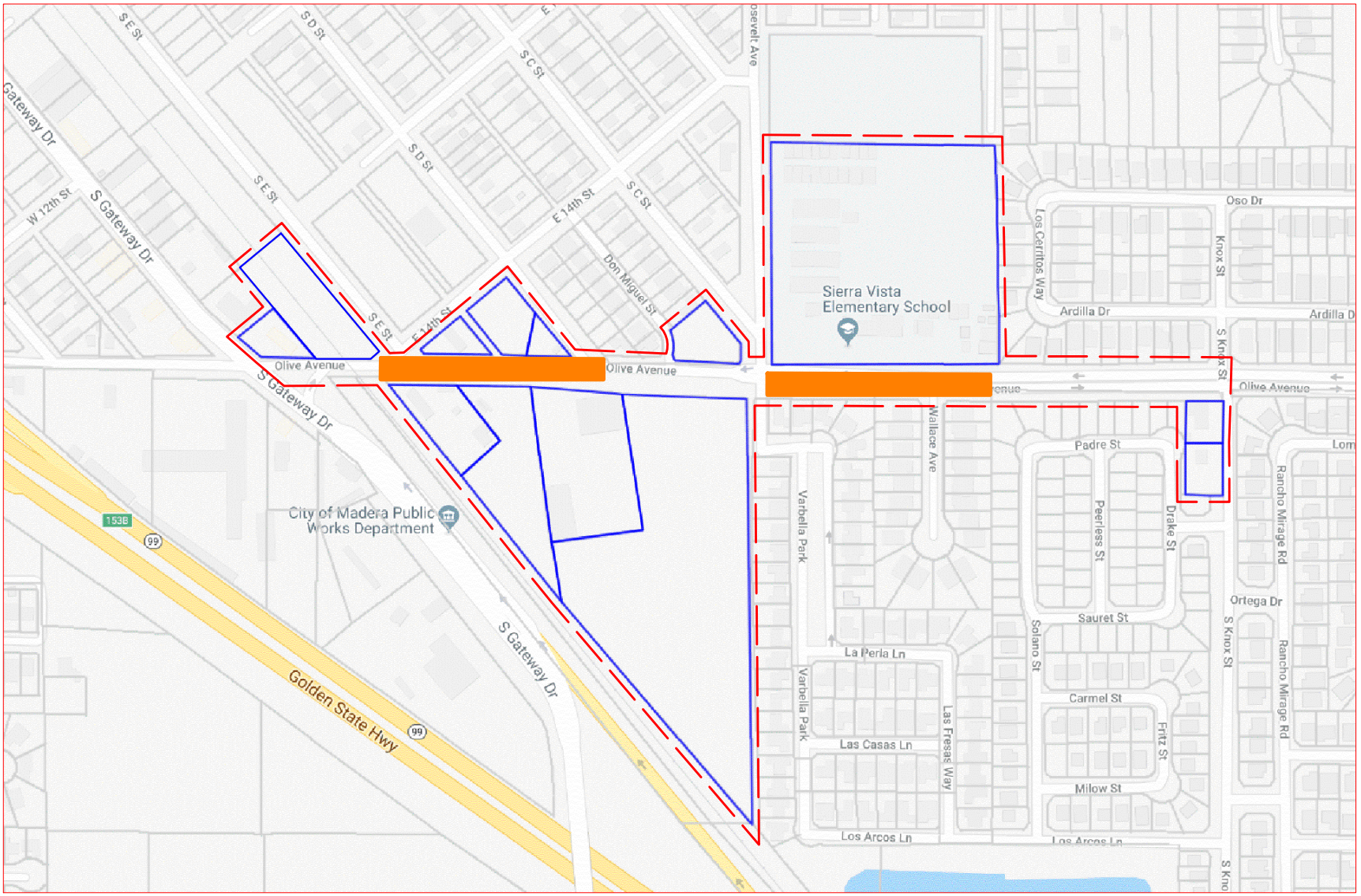
(5) Maintain records showing (i) the procedures adopted and (ii) the Contractor's performance, to comply with this clause. The records will be kept available for review by the Government until the expiration of 1 year after the award of this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulations.

(c) The Contractor further agrees to insert in any related subcontract that may exceed $500,000 and that contains the Utilization of Labor Surplus Area Concerns clause, terms that conform substantially to the language of this clause, including this paragraph (c), and to notify the Contracting Officer of the names of subcontractor

## ATTACHMENT 2

## MAP – UTILITY UNDERGROUND DISTRICT 19 – OLIVE AVENUE

# CITY OF MADERA
# UNDERGROUND UTILITY
# DISTRICT # 19 - AT&T FACILITIES




## LEGEND:

- PROPOSED UNDERGROUND AT&T FACILITIES
- LOT LINES
- DISTRICT BOUNDARY

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Department Director

Arnoldo Rodriguez, City Manager

**Council Meeting of:** August 7, 2019

**Agenda Number:** B-10

**SUBJECT:** **A Resolution Approving the Master Agreement Between the Madera County Transportation Commission and the City of Madera for the Fiscal Year 2018-2019 Allocation of Regional Surface Transportation Program Exchange Funding in the Amount of $ 797,111**

**RECOMMENDATION:**

Staff recommends that the City Council adopt the Resolution:

1. Approving the Master Agreement between the Madera County Transportation Commission (MCTC) and the City of Madera for the Fiscal Year 2018/2019 allocation of Regional Surface Transportation Program (RSTP) Exchange Funding
2. Authorizing the Mayor to execute the Master Agreement.
3. Authorizing the City Engineer to submit the executed Master Agreement and the application for planned expenditures to MCTC.

**SUMMARY:**

The MCTC also designated as the Regional Transportation Planning Agency (RTPA) is permitted under Section 182.6 of the Streets and Highways Code (S&HC) to exchange the annual apportionment of Regional Surface Transportation Program (RSTP) funds for non-Federal funds.

The RSTP exchange funds for Madera County are processed through an agreement between MCTC and Caltrans, and then apportioned to the County and two cities for use on eligible transportation projects.

**DISCUSSION:**

The MCTC informs the County of Madera, City of Madera, and City of Chowchilla about available RSTP exchange funds. The MCTC also provides the amount apportioned for each of the three local agencies, and the prescribed application form.

The MCTC requires the local agencies to execute the standard Master Agreement between (MCTC) and the local agency (City of Madera), to be submitted together with the Application for Planned Expenditures Form.

The City of Madera is entitled to receive $797,111 of RSTP exchange funds which is an increase of $66,329 over last year.

Projects eligible to be funded with RSTP exchange funds include construction, reconstruction, rehabilitation, resurfacing, restoration and operational improvements on the City's Collector and Arterial streets, construction and inspection of Bridges, certain transit projects and a few other projects as defined in Sections 133(b) and (c) of Title 23 of the United States Code and Article XIX of the California State Constitution.

It is recommended that the FY 2018/19 allocation of RSTP funds be programmed for the design and construction of the Olive Ave Widening Project- Gateway Drive to Knox Street.

**FINANCIAL IMPACT:**

There will not be an impact to the City of Madera's General Fund to process the agreement and submit the application to MCTC. Furthermore, use of these funds does not require a match of any kind from other funding sources.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Strategy 126.0 – This project supports the Strategy Action 126 for providing clean attractive streets that are safe and aesthetically pleasing and supports the delivery of infrastructure to support economic growth, consistent with the principles outlined in the Vision Action Plan.

**ALTERNATIVES:**

1. City Council may choose not to approve the Master Agreement, this would result in underfunding the project.
2. City Council may choose to assign RSTP funds to other projects, this would result in a need to revise the Capital Improvement Program and budgets in MUNIS associated with the Olive Avenue Widening Project and result in underfunding the project in itself.

**ATTACHMENTS:**

1. Resolution
2. RSTP Exchange Funding Application

# ATTACHMENT 1

RESOLUTION

**RESOLUTION NO. _____**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE MASTER AGREEMENT BETWEEN THE MADERA COUNTY TRANSPORTATION COMMISSION AND THE CITY OF MADERA FOR THE FISCAL YEAR 2018/2019 ALLOCATION OF REGIONAL SURFACE TRANSPORTATION PROGRAM EXCHANGE FUNDING**

**WHEREAS**, the City of Madera is entitled to receive $797,111 of Regional Surface Transportation Program (RSTP) exchange funds; and

**WHEREAS**, the Regional Surface Transportation Program exchange funds can be used for projects as defined in Sections 133(b) and (c) of Title 23 of the United States Code (USC); and

**WHEREAS,** the Madera County Transportation Commission (MCTC) also operating as the Regional Transportation Planning Agency requires that a Master Agreement between the City and MCTC be executed and submitted together with the application; and

**WHEREAS**, the MCTC has prepared a standard Master Agreement (the "Agreement") with conditions acceptable to the City of Madera, a copy of which is attached hereto as Exhibit 1 and referred to for full particulars,

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

1. The above recitals are true and correct.

2. The Master Agreement between the MCTC and the City of Madera as described above, attached hereto as Exhibit 1 and referred to for particulars is necessary for the City of Madera to receive RSTP exchange funds.

3. The Master Agreement is hereby approved.

4. The Mayor of the City of Madera is authorized to execute the Master Agreement.

5. The City Engineer is authorized to submit the executed Master Agreement together with the Application for Planned Expenditures to MCTC.

6. This resolution is effective immediately upon adoption.

* * * * * * * *

# Exhibit 1

Agreement

**MASTER AGREEMENT BETWEEN THE MADERA COUNTY TRANSPORTATION COMMISSION AND THE CITY OF MADERA FOR THE FISCAL YEAR 2018/19 ALLOCATION OF RSTP EXCHANGE FUNDING**

This agreement is made on _____ by and between the CITY OF MADERA, a public body, hereinafter referred to as "Recipient," and the MADERA COUNTY TRANSPORTATION COMMISSION, hereinafter referred to as "MCTC."

WHEREAS, the MCTC is the state-designated Regional Transportation Planning Agency for Madera County; and

WHEREAS, as authorized by section 182.6(g) of the Streets and Highways Code, the MCTC has entered into a separate agreement with the State of California, through the Department of Transportation (Caltrans), to assign a defined portion of its annual Regional Surface Transportation Program (RSTP) apportionment to Caltrans in exchange for state funds for specified fiscal year(s); and

WHEREAS, the MCTC is authorized to use these exchanged funds (hereinafter RSTP Exchange Funds) to assist local agencies to promote projects which otherwise qualify for RSTP funds; and

WHEREAS, it is contemplated by MCTC and the Recipient that the amount of funding and the projects designated in Exhibit A may change from time to time as set forth below; and

WHEREAS, the MCTC has requested the Madera County Auditor-Controller to establish a separate fund for the Federal Apportionment Exchange Program and such a separate fund has been established.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

A. The MCTC agrees to allocate RSTP Exchange Funds paid by Caltrans under the Federal Apportionment Exchange Program only for projects as authorized under sections 133(b) and 133 (c) of Title 23, United States Code and Article XIX of the California State Constitution.

B. The Recipient agrees to use RSTP Exchange Funds only for the RSTP Exchange eligible project(s) described in Exhibit A.

C. The Recipient agrees to reimburse funds back to MCTC if it is determined that RSTP Exchange Funds were used for ineligible projects.

1. ADMINISTRATIVE POLICIES

A. The projects described in Exhibit A, and the amounts allocated therefore, may be amended from time to time without changing the rest of this Master Agreement.

B. The Recipient agrees to submit a RSTP Monitoring report to MCTC every 6 months describing the progress towards completion for all projects listed in Exhibit A.

C. The Recipient agrees to mention MCTC's role in funding the project in any press releases or media events held by the Recipient to promote a funded project.

D. The MCTC agrees to reimburse the Recipient within 30 days of receipt of an accurately completed claim form from the Recipient. The Recipient shall be reimbursed for actual incurred costs that are supported with documentation.

E. The Recipient agrees to cause the completion of the project(s) within three years from the date funds were approved, as recorded in Exhibit A. Failure to complete the project(s) in a timely basis shall allow MCTC to refuse reimbursement and to reprogram such funds for other purposes.

2. COST PRINCIPLES

A. Recipient agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

B. Recipient agrees to require its contractors and subcontractors to:

(a) use Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., to determine the allowability of individual project cost items; and

(b) comply with Federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

3. THIRD PARTY CONTRACTING

A. Recipient shall not award a construction contract over $10,000 or other contracts over $25,000 on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of Caltrans. This provision shall not apply to professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e), and (f).

B. Recipient agrees that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors and only if consistent with Paragraph 6, below.

C. In addition to the above, the audit requirements of third party contractor/ consultants with Recipient shall be consistent with Local Assistance Procedures Manual as published by Caltrans.

4. ACCOUNTING SYSTEM

Recipient, its contractors and subcontractors, shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment claims.

5. RIGHT TO AUDIT

For the purpose of verifying that funds paid hereunder are properly accounted for and proceeds are expended in accordance with the terms of this agreement, the Recipient, its contractors and subcontractors each agrees to grant Caltrans and/or the MCTC auditors access to the Recipient's books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including but not limited to, the costs of administering those various contracts. All documents shall be made available for inspection by authorized Caltrans or MCTC agents at any time during project development and for a four-year period from date of completion of project or one year after the audit is completed or waived by Caltrans, whichever is later.

6. TRAVEL AND SUBSISTENCE

Payments to contractors and subcontractors for travel and subsistence expenses of Recipient forces and/or its contractors or subcontractors, claimed for reimbursement or applied as local match credit, shall not exceed rates authorized to be paid exempt non-represented State employees under current State of California Department of Human Resources (CalHR) rules. If the rates invoiced are in excess of those authorized CalHR rates, then Recipient is responsible for the cost difference and any overpayments shall be reimbursed to the MCTC on demand.

7. PROJECT COMPLETION

Recipient agrees to provide to the MCTC a short report summarizing total project costs and milestones, including before and after photos of the project, for each project within sixty (60) days of completion.

8. GOVERNING LAWS

This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Madera shall be the proper venue for any dispute arising hereunder.

9. CONFLICT OF INTEREST

Recipient warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any

manner or to any degree with its full and complete performance of all services under this Agreement.

10. CONSTRUCTION OF AGREEMENT
The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

11. WAIVER
Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

12. SUCCESSORS AND ASSIGNS
This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

13. TIME IS OF THE ESSENCE
The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

14. EXECUTION OF AGREEMENT
Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

15. ENTIRE AGREEMENT
This document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

16. TERMINATION DATE
This Agreement shall remain in effect for a period of three (3) years from the date of this Agreement.

17. AMENDMENTS

Any changes to Exhibit A of the Agreement requested by the Recipient shall be implemented by a written amendment to Agreement and approved by both parties.

IN WITNESS WHEREOF, MCTC and Recipient execute this Agreement as follows:

MADERA COUNTY TRANSPORTATION COMMISSION

_____ _____

Patricia Taylor
Executive Director

Date

Recipient:
CITY OF MADERA

_____ _____

Name
Title

Date

*Approved as to Form:*

_____ _____

Attorney
CITY OF MADERA

Date

# ATTACHMENT 2

RSTP Exchange Funding Application

# MADERA COUNTY TRANSPORTATION COMMISSION

## Application for RSTP Exchange Funds

| | |
|---|---|
| Fiscal Year Cycle: | 2018-2019 |
| Application Number: | 1 |
| Applicant Agency: | City of Madera |
| Project Manager: | Keith Helmuth |

### PLANNED EXPENDITURES

| PROJECT NAME | PROJECT DESCRIPTION (including streets and roads) | CATEGORY OF ELIGIBILITY | ESTIMATED AMOUNT |
|---|---|---|---|
| Olive Ave Widening Project-Gateway Dr to Knox Street (R-000010) | Widen Olive Avenue to four lanes for Arterial Street standards, and acquire right of way for street improvements. Construct sidewalks at the corner of Olive Avenue and Knox Street intersection, and widen west section of Knox Street. | (4) Highways and transit safety infrastructure improvements and programs, hazard eliminations, projects to mitigate hazards caused by wildlife and railway-highway grade crossings<br>(12) Projects relating to intersections that-<br>(A) have disproportionately high accident rates:<br>(B) have high levels of congestion, as evidenced by-<br>(i) interrupted traffic flow at the intersection | $797,111 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | **TOTAL** | $797,111 |

**Submitted By:**

Signature of Authorized Representative

City Engineer, 8/7/2019

Title and Date

**Reviewed By:**

Signature of MCTC Representative

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

**Council Meeting of:** August 7, 2019

**Agenda Number:** B-11

**SUBJECT:**

Consideration of a Resolution Approving an Agreement with Municipal Solutions, LLC, for Interim Professional Management Services and Authorizing the City Manager to Execute Interim Assignment Exhibits As Needed for Individual Engagements

**RECOMMENDATION:**

It is recommended the City Council (Council) adopt the resolution approving the Agreement for professional services.

**SUMMARY:**

From time to time the City is in need of professional interim staffing services for management positions. The City has previously worked with Municipal Solutions, LLC (Municipal Solutions) and was very satisfied with the interim management candidate provided. The proposed agreement is a master agreement that sets forth the general business relationship between the City and Municipal Solutions; the agreement itself creates no commitment to use Municipal Solutions services and does not commit the City to any payment of funds. It does allow the City Manager to review and interview interim candidates as needed, and if a satisfactory candidate is found, engage interim services on behalf of the City.

**DISCUSSION:**

The City experiences vacancies in management positions on occasion due to retirement, resignation, or separation from employment. At the discretion of the City Manager and within the adopted budget of the City, the positions are left vacant, filled with in internal out-of-class assignment, or filled with an interim outside consultant while a long-term solution is sought. Management positions generally require specific public sector experience and significant qualifications that are not met through a standard temporary staffing agency. Municipal Solutions works with public sector professionals who are retired or who prefer shorter term assignments to meet the needs of its clients.

The proposed agreement contemplated by this action creates a business relationship between the City and Municipal Solutions. It does not commit the City to any particular position or

assignment, nor does it commit the City to any expenditure of funds at this time. Should the agreement be approved, the City Manager would then have the ability to review potential interim candidates for management level positions from Municipal Solutions. Should the City Manager identify a candidate for an interim assignment, the City Manager would have the authority to enter into individual assignments by executing Exhibit A's as provided for in the proposed agreement. The City Manager would only be able to operate within the adopted budget of the City when entering into these individual assignments; any situation that would exceed the adopted budget would require Council action.

**FINANCIAL IMPACT:**
The proposed agreement creates a business relationship that allows the City to utilize Municipal Solutions as a resource for potential interim management candidates; there is no monetary commitment created.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**
The requested action is not addressed in the vision or action plan; it is also not in conflict with any of the actions or goals contained in that plan.

**ALTERNATIVES:**
If the Council does not take action on the resolution, the City will not be able to utilize Municipal Solutions as a potential provider of interim management candidates.

**ATTACHMENTS:**
1. Resolution
2. Exhibit 1: Professional Services Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING Agreement WITH MUNICIPAL SOLUTIONS, LLC, FOR INTERIM PROFESSIONAL MANAGEMENT SERVICES, AUTHORIZING THE CITY MANAGER TO EXECUTE INTERIM ASSIGNMENT EXHIBITS AS NEEDED FOR INDIVIDUAL ENGAGEMENTS, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, from time to time the City is in need of professional interim staffing services; and

WHEREAS, Municipal Solutions, LLC, is a firm that provides various professional executive level consultants on an as needed basis to municipal clients; and

WHEREAS, an Agreement has been prepared that will allow the City to potentially utilize Municipal Solutions, LLC, for interim staffing services if qualified, desirable candidates are identified by the City Manager.

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 Professional Services Agreement between the City of Madera and Municipal Solutions, LLC, attached hereto as Exhibit 1, is approved.

3. The Mayor is authorized to execute the Agreement on the City's behalf.

4. The City Manager is authorized to execute individual Exhibit A assignment agreements within the fiscal confines of the City's adopted budget.

5. This resolution is effective immediately upon adoption.

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

MUNICIPAL SOLUTIONS ®
EFFICIENCY. TECHNOLOGY. SAFETY.

# PROFESSIONAL SERVICES AGREEMENT

for Interim Professional Management services

THIS **PROFESSIONAL SERVICES AGREEMENT** (the "agreement") is entered into this 7th day of August, 2019, by and between the CITY OF MADERA, a municipal corporation in the State of California ("City"), and Municipal Solutions, LLC, an Arizona limited liability corporation ("Firm"), to provide various professional executive level consultants on an as needed basis.

## RECITALS

WHEREAS, from time to time the City is in need of professional interim staffing services; and

WHEREAS, City desires to retain firm to furnish professional interim services and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda, which are appended hereto by mutual agreement of the parties; and

WHEREAS, the Firm desires to provide the Services upon the terms and conditions set forth herein; and

WHEREAS, City desires to enter into this Agreement for Firm to provide professional services to the City upon the terms and conditions set forth herein and to agree to terms and conditions that will govern other such related services as may be requested by the City from time to time (the "Services");

## AGREEMENT

NOW, THEREFORE, City agrees to retain and does hereby retain the Firm, and the Firm agrees to provide the services required according to the terms and conditions and for the consideration hereinafter set forth:

1. **FIRM'S DUTIES**
   Firm agrees to provide executive level interim professionals on an *as needed* basis, as more specifically set forth in each Exhibit A, which are attached hereto and incorporated herein by reference ("Services").

   For each engagement hereunder, a description of the services to be provided; the expected start date, fees and expenses; and other details regarding the services shall be set forth in a schedule to this Agreement signed by the City Manager and Municipal Solutions. Each of the individuals to be provided by Firm to perform services shall be referred to herein as an "Interim Professional" and as "Interim Professionals."

   If the City is not satisfied with any Interim Professional, the City may request that the Firm replace such Consultant.

2. **COMPENSATION**
In accordance with the terms and conditions of this Agreement, City shall compensate Firm for its services

as follows (see attached Exhibit A):

a. Should the City request additional services beyond those specified in Section 1, the Firm shall charge, and the City shall pay, a rate as mutually agreed upon in writing prior to Firm performing the additional services. Costs caused by delays or by improperly timed activities shall be borne by the party responsible thereof. Unless otherwise included in this Agreement, the Firm shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Services.

b. If at any time during the term of this Agreement, applicable Exhibits, Schedules or Contract Amendment terms and within one (1) year thereafter the City hires, contracts with or engages in any way, directly or indirectly, with any consultant who has been provided by Firm to provide Services to the City under the Agreement or any Schedule or Contract Amendment thereto to perform any services for or for the benefit of the City other than through the Firm, the City hereby agrees to pay the Firm an Engagement Fee equal to 20% of the agreed upon equivalent annualized salary, fees or other compensation to be paid to or for the benefit of such individual, payable to Firm at the time of such engagement of such individual's services begin.

3. **TERM**
This Agreement shall be effective on August 8, 2019. THIS Agreement shall remain in effect for one (1) year or until terminated pursuant to the provisions provided hereunder, however SEPARATE engagements detailed in separate individual Exhibit A's to be entered into during the term of the contract shall be subject to approval of both parties, and there shall be no obligation on either party to enter into a particular engagement, Contract Amendment, or Schedule during the contract term. The duration of THIS Agreement shall continue to extend for one (1) additional year or until terminated.

4. **BILLING / INVOICING**
Firm shall invoice City bi-monthly on a time basis. City shall pay such billings within fifteen (15) days of the date of receipt of the Firm' s invoice.

5. **CITY'S PERFORMANCE STANDARDS**
City shall furnish the Firm with all data, information and other supporting services necessary for Firm to provide the services provided for herein.

6. **FIRM'S PERFORMANCE STANDARDS**
While performing the services, Firm and any Interim Professional shall exercise the reasonable professional care and skill customarily exercised by reputable members of Firm' s or Interim Professional' s profession, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise. The Firm and the Interim Professional shall comply with the provisions of the laws of the State of California, the Ordinances of the City, the policies and procedures adopted and used by the City, and any formal actions of the City Council and all other applicable laws and regulations.

Firm shall be responsible for all errors and omissions Firm or any Interim Professional commits in the performance of this Agreement that are a breach of this standard.

7. **CONFIDENTIALITY**
The Firm, and any Interim Professional or individuals hired by Firm, agree not to disclose to any other person or entity (unless required by law) any confidential information concerning City matters during and after this Agreement. Interim Professionals will refrain from activities that are harmful to the image of the City and the Firm. In the implementation of the assignment the expert will adhere to *"The values and policies or Municipal Solutions"* which are an integral part of this agreement (see Exhibit B).

8. **NOTICES**
All notices to the other party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

To the City: City of Madera
Attn: Arnoldo Rodriguez, City Manager
205 W. 4th Street
Madera, CA 93637

To the Firm: Municipal Solutions, LLC
Attn: David A. Evertsen, CEO & Principal
875 So. Estrella Parkway #5038
Goodyear, AZ 85338

9. **TERMINATION**
This Agreement may be terminated by either party upon thirty (30) days written notice. If this Agreement is terminated, Firm shall be paid for satisfactory services performed to the date of receipt of such termination notice. In the event of such termination, Firm shall deliver to City all work in any state of completion at the date of effective termination.

10. **SUBCONSULTANTS**
Firm agrees that it is fully responsible to City for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Firm. Nothing contained in the Agreement shall create any contractual relationship between any other firm, Interim Professionals and City.

11. **RECORDS**
Records of Firm's labor, payroll, and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Firm shall maintain records for a period of at least three (3) years after termination of this Agreement, and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

12. **INSURANCE**
Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work

hereunder by the Firm, it's agents, representatives, or employees.

*Minimum Scope and Limits of Insurance*

Consultant shall maintain limits no less than:

- *$1,000,000 General Liability (including operations, products and completed operations) per occurrence for bodily injury, personal injury and property damage 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).*
- *$1,000,000 Employer's Liability per accident for bodily injury or disease.*
- *$1,000,000 Errors & Omissions Liability appropriate to the consultant's profession. Architect's and Engineer's coverage is to be endorsed to include contractual liability.*

If the Firm maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by the Firm.

*Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by the entity.

*Other Insurance Provisions*

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

- The entity (City), its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Firm.
- For any claims related to this project, the Firm's insurance coverage shall be primary insurance as respects the entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the entity, its officers, officials, employees or volunteers shall be excess of the Firm's insurance and shall not contribute with it.
- Each insurance policy required by this clause shall be endorsed to state that 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 entity.
- 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 state law.

*Acceptability of Insurers*

Insurance is to be placed with admitted insurers with a current AM Best's rating of no less than A:VII, unless otherwise acceptable to the entity.

*Verification of Coverage*

Firm shall furnish the entity 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 entity before work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. The entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

*Subcontractors*
The Firm shall include all Interim Professionals as insureds under its policies or shall furnish separate certificates and endorsements for each subcontract Interim Professional. All coverages for subcontract Interim Professional shall be subject to all of the requirements stated herein.

13. **EXCLUSIVITY / NON-EXCLUSIVITY**
Nothing in this Agreement shall imply City is obligated to obtain the services described herein with only this particular Firm.

14. **UNCONTROLLABLE FORCES**
City and the Firm shall exert all efforts to perform their respective responsibilities under this Agreement. However, neither party shall hold the other party responsible for inability to render timely performance if such inability is a direct result of a force beyond its control, including but not limited to the following: strikes, lockouts, embargoes, failure of carriers, inability to obtain transportation facilities, acts of God or the public enemy, or other events beyond the control of the other or the other' s employees and agents.

15. **MUTUAL INDEMNIFICATION**

15.1 By the Firm: Firm waives all rights to claim, assert or recover from the City, its representatives, agents, officers, employees, and any other individual(s), firm(s), organization(s), or entities associated with the City for any claims, liability, or actions which may result, in whole or in part, from the acts or omissions of the City, its representatives, agents, officers, employees, and/or any other individual(s), firm(s), organization(s), or entities associated with the City, other than for the other Parties' nonperformance pursuant to this Agreement. Further, the Firm agrees to defend, hold harmless and indemnify the City, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death to any person, arising in whole or in part from the negligence, fraud or willful misconduct of the Firm and / or Consultant, their agents or representatives, in the execution or performance of this Agreement, unless due to the active negligence of the City. This indemnification shall be binding on the Firm and Firm's Consultants, agents, successors, and approved assignees.

16. **WAIVER OF TERMS AND CONDITIONS**
The failure of the City or the Firm to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

17. **INDEPENDENT CONTRACTOR**

It is expressly agreed and understood by and between the City and the Firm that Interim Professionals are independent contractors working for the Firm and, as such, the Interim Professionals are not City employees, and are not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled (other than as set forth herein). As an Independent Contractor to the Firm, the Interim Professionals are fully aware that they are solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, health insurance, disability insurance, life insurance, workers compensation insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an Independent Contractor, Interim Professional will not make any claim, demand of application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workers compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit (other than as set forth herein).

Notwithstanding the foregoing, if applicable City shall be responsible to pay any alternative pension contributions as required by state law that arise as a result of the Services provided hereunder; City agrees that it shall otherwise pay no wages, salary or other forms of direct or indirect compensation, including employee benefits, to any employee of the Firm.

18. **ARBITRATION**

In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by Firm and the City. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, the City and the Firm shall request the presiding judge of the Superior Court in and for Madera County, State of California, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between the City and the Firm. The results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

19. **GOVERNING LAW AND VENUE**

The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Madera County, State of California. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

20. **OWNERSHIP OF RECORDS AND REPORTS**

All of the files, reports, documents, information and data prepared or assembled by Firm under this Agreement shall be and remain the property of City and shall be forwarded to City at any time City requires such files, reports, documents, information and data.

21. **LICENSES AND PERMITS**

Firm represents and warrants that any license or permit necessary to perform Services under this Agreement is current and valid. The Firm understands that the activity described herein may constitute "doing business in the City of Madera" and the Firm agrees to obtain any necessary business tax license as required by the City and keep such license current during the term of this Agreement. Failure of Firm to obtain said permits prior to the commencement of its work shall mean breach of this Agreement.

22**. NONASSIGNMENT**

This Agreement has been entered into based upon the personal reputation, expertise and qualifications of Firm. Neither party to this Agreement shall assign its interest in the Agreement, either in whole or in part. Firm shall not assign any monies due or to become due hereunder without the prior written consent of City.

23. **ENTIRE AGREEMENT**

This Agreement and any attachments represent the entire agreement between City and Firm and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the Supporting Documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

24. **SEVERABILITY**

The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision hereof and this Agreement shall remain in full force and effect except as to such invalid provision.

25. **CONFLICTS OF INTEREST**

Municipal Solutions' employees, agents, consultants, analysts and Interim Professional adhere to the International City / County Managers Association (ICMA) Code of Ethics, and company policy (Exhibit B), to represent the company using the highest professional standards. The City understands that the Firm has ongoing commitments, contracts and personal interests outside the terms of this Agreement. Pursuant to State Statute, the Firm agrees to avoid and or disclose any potential conflicts which might prohibit the Firm or Consultant from performing the duties as assigned. In the foregoing event, the City may terminate this Agreement as described in Section 9.

26. **AMERICANS WITH DISABILITIES ACT AND NON-DISCRIMINATION**

This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-

336, 42 U.S. C. 1.2101-12213) and all applicable federal regulations under the Act, including 28 CFF Parts 35 and 36.

The Firm shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. The Firm shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.

27. **STATEMENT OF NON-SUSPENSION OR DISBARRMENT**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Firm acknowledges, by signature to this agreement, that:

- Firm is not currently suspended or debarred from contracting with the federal government, any of its agencies or any state or any of their political subdivisions;
- Firm's principals, agents, and consultants are not currently suspended or debarred from contracting with the federal government, any of its agencies or any state or any of their political subdivisions;

28. **UNDOCUMENTED WORKERS**

Firm understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986. Under the provisions of appropriate state laws, Firm hereby warrants to the City that the Firm and each of its subconsultants ("subconsultants") will comply with, and are contractually obligated to comply with, all Federal and Immigration laws and regulations that relate to their employees and applicable State Statutes (hereinafter "Immigration Warranty"). A breach of the Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Firm to penalties up to and including termination of this Agreement at the sole discretion of the City. The City retains the legal right to inspect the papers of any Firm or subconsultant employee who works on this Agreement to ensure that the Firm or subconsultant is complying with the Immigration Warranty. Firm agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Firm and any of subconsultant to ensure compliance with Immigration Warranty Firm agrees to assist the City in regard to any random verification(s) performed.

Neither the Firm nor any subconsultant shall be deemed to have materially breached the Immigration Warranty if they establish that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements. The provisions of this paragraph must be included in any contract the Firm enters into with any and all of its subconsultant who provide services under this Agreement or any subcontract. “Services are defined as furnishing labor, time or effort in the State of California by a subconsultant of the Firm.

29. **NON-COLLUSION / NO KICK-BACK CERTIFICATION**

Firm warrants that it has not colluded with any individual or company, and that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the City shall

have the right to annul this Agreement without liability, or at its discretion to deduct from the compensation to be paid Firm hereunder, the full amount of such commission, percentage, brokerage or contingent fee.

City warrants that no member of the City Council or any employee of the City has an interest, financially or otherwise, in the Firm or its officers, agents, consultants, analysts or Interim Professionals other than under this Agreement. For breach or violation of this warranty, the Firm shall have the right to annul this Agreement without liability, or at its discretion to add additional compensation to be paid City hereunder, the full amount of such commission, percentage, brokerage or contingent fee.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

MUNICIPAL SOLUTIONS ®
EFFICIENCY. TECHNOLOGY. SAFETY.

**Municipal Solutions, LLC**

_____

David A. Evertsen, CEO & Principal
875 So. Estrella Parkway #5038
Goodyear, AZ 85338

Date: _____

**City of Madera,** a municipal corporation in the State of California.

_____

Andrew J. Medellin, Mayor

Date: _____

ATTEST

_____

Claudia Mendoza, Interim City Clerk

**EXHIBIT A TO FIRM AGREEMENT**

*To be discussed and completed for each Interim Assignment*

**City:** City of Madera

**Services:** _____

**Expected Commencement Date for Engagement:**

**Expected Work Performance:**
*(i.e. Four-ten days per week, typically Monday through Thursday or Five-eights, Monday through Friday).*

**Fees:** City shall pay to our Firm the Fees set forth below, if applicable, in consideration of the Services rendered by our Firm detailed below:

| Compensation | Payment |
|---|---|
| Rate of Pay | The City shall pay Municipal Solutions the following fee for each week during which the Consultant or other Municipal Solutions representatives provide Services to the City: $_____per Consultant or other Municipal Solutions resource. |
| Lodging | The City shall provide the Firm housing, or housing allowance, for each Interim Professional at a not to exceed rate of $_____per Interim. |
| Mileage Reimbursement | City shall reimburse the Firm the consultant's mileage to and from City' s place of business at a rate of $.55 per mile. |
| Air Travel | City shall reimburse the Firm for the consultant's air travel expenses including but not limited to $_____ |
| Business-related Expenses | City shall reimburse the Firm for consultant's business-related expenses including but not limited to…. |
| Other… | |

The Services Fees set forth above shall increase by five percent (5%) on 1 January 2020 and annually thereafter. Services Fees may be prorated by the Firm as appropriate. If City expressly approves or requests that a consultant work overtime hours, and if the Firm is required to pay such Consultant overtime rates for such work, City hereby agrees that its rates for such Consultant with respect to such overtime hours shall be 1.5 times the Services Fees rates set forth above.

**Term:** This Schedule shall commence upon its stated Commencement Date and shall continue until <date> and shall continue month to month after said date if mutually agreed upon in writing. After, this date, the schedule may be extended by:

a. City in the event that services are requested for a longer period of time;

b. rate shall be a simple extension of the existing agreement and expected completion date reduced to writing and approved by both the City and Firm (or unless otherwise agreed in writing); and

c. availability and approval of the Interim Professional.

Schedule may be terminated either:

a. by either party without cause by providing the other party 10 days' prior written notice of termination; or

b. by either party with cause by providing the other party at least ten (10) days' prior written notice of termination for cause, provided that if the party giving such notice agrees that such cause has been cured during the first seven (7) days of such notice period then such notice of termination shall have no force or effect. It is understood and agreed that if for any reason the Consultant originally appointed cannot perform his duties, the City, in its sole discretion, may terminate this Agreement or request that Firm provide a substitute. Should the City terminate this agreement without cause before, City shall pay to the Firm as a termination fee of fifty percent (50%) of the Services Fee set forth above for each week remaining between the date of City' s early termination.

IN WITNESS WHEREOF the parties have executed this Schedule, effective on the

Effective Date described above.

Agreed to and accepted by City of Madera California:

City Manager_____ Date: _____

Agreed to and accepted by Municipal Solutions, LLC:

By: David A. Evertsen, CEO Date: _____

## EXHIBIT B: THE VALUES AND POLICIES OF MUNICIPAL SOLUTIONS LLC

Municipal Solutions is committed to strengthening local government worldwide. With this mission in mind MS has formulated values and policies that steer the operation of our organization.

I. **Code of Conduct.** Wherever we operate we aim for the highest standards of performance and behavior in everything we do, according to certain principles that shall govern the conduct of every employee and expert of Municipal Solutions. (See Code of Conduct below). We are aware that statements on paper are not sufficient to avoid condemnable behavior so we see the Code of Conduct as an instrument which is only useful if we discuss the mentioned values when we are confronted with dilemma's in the daily practice of our work. The management will review annually our attention for the values expressed in the Code of Conduct.

II. **Human Resources.** Our Analysts, Senior Analysts, Consultants and Board Members are central to everything we do. Municipal Solutions will invest in skills and talents of their employees through ongoing training and development.

III. **Security and Safety.** We take security and safety very seriously. That is why we have a well elaborated security and safety policy to protect our employees and experts on assignments around the world.

IV. **Sustainable Entrepreneurship.** We want to contribute to sustainable growth that is why we operate in a way that minimizes negative environmental impact and maximizes positive social impact.

**Code of Conduct Municipal Solutions**

1. We are dedicated to the concepts of effective, efficient local government service delivery and strive to assist local governments globally to fulfill their stewardship to the residents of the communities served.
2. We affirm the dignity and worth of the services rendered by democratic government and maintain a constructive, creative, and practical attitude to local government affairs and a deep sense of social responsibility.
3. We know that we are the ambassadors of Municipal Solutions. We are dedicated to the highest ideals of honor, integrity and trustworthiness in all public and personal relationships, which means amongst other things that the use of illegal drugs, excessive consumption of alcohol, sexual harassment and bribery are prohibited in all circumstances. We are fair and do not discriminate.
4. We strive to achieve the highest quality, effectiveness and dignity in both the process and the products of our professional work. We only accept an assignment if we are able to offer the know-how and qualifications to fulfill. We are straight and clear in our accountability for the results and failures of our work. We are open for criticism and see that as a stimulus for improving the quality of work.
5. We acquire and maintain professional competence, share information with our colleagues, and accept and provide appropriate professional review.
6. We listen carefully to our clients, partners and contracting agents in order to be able to understand and address their real needs.
7. We know that we are doing our work on the request of our clients. We respect cultural values, sensitivities and national laws of the country in which we work. We stick to contracts, agreements, and assigned responsibilities.
8. We honor property rights including copyrights and patent and give proper credit for intellectual property. We respect the privacy of others and honor confidentiality.
9. We are aware that we sometimes work under difficult or dangerous circumstances and we fully comply with the 'Security and Safety Policy' of Municipal Solutions.
10. We uphold and promote the principles of this Code.

When becoming aware of a possible violation of the Municipal Solutions Code of Conduct by staff or experts of the organization, people are encouraged to report the matter to Municipal Solutions. In reporting the matter people may choose to go on record as the complainant or report the matter on a confidential basis. Reports of violation can be sent to our CEO and Principal, David Evertsen: 623 207-1309 via Email: devertsen@municipalsolutions.org

RETURN TO AGENDA

**REPORT TO CITY COUNCIL**

**Approved by:**

Department Director

Arnoldo Rodriguez, City Manager

**Council Meeting of:** August 7, 2019

**Agenda Number:** B-12

**SUBJECT:**

**Consideration and Adoption of Resolutions Approving 2019/2020 Community Development Block Grant (CDBG) Action Plan Agreements with Subrecipients for Services and a City Department, Totaling $663,004, as follows:**

a) The Madera Rescue Mission to provide services to homeless persons ($30,000)
b) Big Brothers Big Sisters of Central California for the High School Bigs Program ($10,000)
c) Doors of Hope to provide services for Pregnancy Care, Counseling and Parent Education ($10,000)
d) Pequeños Empresarios to provide Early Childhood Mentoring in Work, Life, Nutrition, Finance and Environmental Awareness ($10,000)
e) Habitat for Humanity to provide low- to moderate-income owner-occupied residential rehabilitation ($181,500)
f) The City of Madera Engineering Department to provide sidewalk improvements on Lilly Street and Vineyard Avenue ($103,615)
g) The City of Madera Engineering Department to provide sidewalk improvements on Maple Street, Stadium Road, Monterey Street and Santa Cruz Street ($317,889)

**RECOMMENDATION:**

Staff recommends City Council (Council) approve Resolutions for agreements with the above-referenced service providers, non-profits, and City Department (Department) that received CDBG allocations for Fiscal Year (FY) 2019/2020.

**DISCUSSION:**

The use of CDBG funds requires the City of Madera (City) to meet the goals and requirements established by the U.S. Department of Housing and Urban Development (HUD). One requirement is that local agencies establish agreements with each subrecipient that it will allocate funds to. The agreement ensures that HUD regulations are communicated to subrecipients and that they agree to carryout the approved activities as proposed.

The non-profits, service providers, and Department selected to receive awards were required to submit applications to the City by March 8, 2019. Per recent requests from HUD, to further the community engagement outreach efforts and to ensure that resident's input is meaningful and informed when developing the Action Plan, City staff expanded its outreach and community engagement. Consequently, resident's input was prioritized in the development of the Action Plan. This was done through the development of an Asset Based Community Development (ABCD) outreach approach, a methodology used to assess City needs from the perspective of assessing strengths before moving into addressing needs, when attending events and meetings, collecting surveys, having discussions with residents at educational and health centers, commercial sites, and at food-giveaways, all aiming to determine what residents considered to be the most pressing needs that CDBG funds should support.

Some of these activities provide services to low- and moderate-income persons within specific areas of the community. These areas have percentages of low- to moderate-income persons equal to or greater than 51 percent of the census tract population. The remaining activities provide services by conducting income testing, or by servicing certain groups presumed by HUD to meet the lower income criteria and presumed benefit. HUD has defined these groups as abused children, battered spouses, and elderly persons, persons with disabilities, homeless persons, illiterate persons, and migrant workers. HUD's goal in funding these programs is to improve the quality of life of those that are most vulnerable in our communities.

Through the approval of the resolution to establish the listed agreements, 2019/2020 recipients can begin their program and project activities. By allowing these agencies an opportunity to implement the services and projects as proposed, City residents benefit from access to services, education, food, communication, parenting, home safety, and health improvements and City infrastructure improvements.

Staff recommends that Council approve these agreements in order to meet HUD's requirement and provide agencies the necessary funding to complete projects that will address the priority need areas as identified by City of Madera. Addressing those critical areas will improve the well being of not only those that are directly impacted, but the entire community of the City of Madera.

The City Engineering sidewalk projects address priorities identified in the Action Plan as a result of resident input. According to the 168 surveys collected during the Action Plan input process, sidewalk improvements and repairs were a high priority. Habitat for Humanity Greater Fresno Area's Home Rehabilitation Program will focus on fulfilling the revitalization of the City's existing, older housing stock by providing critical repair grants, defined as projects where the need for repair presents an immediate threat to the health of the home or person residing within, as well as accessibility/minor repair grants to owner occupants and Seniors. Habitat will deliver high impact home repairs that allow for safe and healthy home environments, thus improving the City's housing stock, which has been identified as a priority area for the City of Madera.

**FINANCIAL IMPACT:**

There is no impact to the General Fund given that the 2019/2020 Action Plan programs and projects will be funded through a federal grant.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Authorization of the attached agreements will support the Vision Madera 2025 Strategies and 2015/2019 Consolidated Plan as follows:

- **Strategy 332:** Youth Services: Expand comprehensive services for Madera's youth, including employment opportunities, community activities, sports programs, performing arts, and after-school programs.
- **Strategy 337:** Develop programs for Maderans of all ages with an emphasis on youth and senior activities.
- **Strategy 314.2:** Continue and expand facilities for at-risk youth.
- **Strategy 113.3:** Establish budgets to ensure all City facilities that provide services to the public are ADA compliant.
- **Strategy 121.10:** Add facilities and amenities for the public.
- **Strategy 126.6:** Establish budgets to redevelop existing streets to install sidewalks, curb cuts, streetlights, and landscaping strips.

**CDBG 2015/2019 CONSOLIDATED PLAN CONSISTENCY:**

The programs and projects are consistent with the City's 2015/2019 Consolidated Plan. Approval ofthe Agreements is consistent with the programs and projects contained in the City's 2019/2020 Action Plan.

**ALTERNATIVES:**

- Deny approval of the Agreements.
- Direct staff to enter into alternate forms of Agreements.
- Direct staff to obtain new CDBG proposals.

**ATTACHMENTS:**

Resolutions (7)

**RESOLUTION NO. 19-__**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2019/2020 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES ($30,000) WITH THE MADERA RESCUE MISSION**

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The City Council approves the 2019/2020 Community Development Block Grant for Services with the Madera Rescue Mission in the amount of $30,000.

2. A copy of the Agreement is attached hereto as Exhibit 1.

3. The Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.

4. The City Clerk is hereby authorized and directed to forward a copy of this Resolution to the Grant Administrator.

5. This resolution is effective upon written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2019/2020 Action Plan approval.

6. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

* * *

# Exhibit 1

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

# AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

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

PARTIES:

The City of Madera, hereafter referred to as "CITY", and the Madera Rescue Mission, hereafter referred to as the "CONTRACTOR."

RECITALS:

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

WHEREAS, the Madera City Council has determined a program to provide services associated with carrying out the activities with the Mission to provide emergency shelter, food, an Addiction Program, clothes and clothe washing, showering and overnight accommodations are eligible for funding under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to establishing a partnership with the community to be progressive in nurturing a sense of community and contributing to community wellness; and

WHEREAS, the CONTRACTOR has submitted a project plan and budget consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the City Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

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

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the CONTRACTOR in the performance of this Agreement and shall be documented to the CITY by the fifteenth (15th) day of the month following the end of the quarter. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "B" and incorporated herein by reference. The total obligation of the CITY under this Agreement shall not exceed $30,000 in fiscal year 2019-2020. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The CONTRACTOR shall disclose in all public information its funding source.

c. Lobbying Activity

The CONTRACTOR shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The CONTRACTOR shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The CONTRACTOR shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of Community Development Block Grant funds.

Program Income

CONTRACTOR shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to CITY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to CITY.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 18, 2019 and shall end its performance June 30, 2020, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

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

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

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. Reports/Required Notifications

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

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

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

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

c. CDBG Reporting Requirements

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

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

8. Assignment

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

9. Subcontracts

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

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

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

10. Conflict of Interest

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

11. Discrimination

a. Eligibility for Services

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

The CONTRACTOR's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. CONTRACTOR shall comply with requirements set forth in Exhibit D, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

12. Termination

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

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

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

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

13. Amendments

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

14. Administration

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

15. Evaluation

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

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

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

16. Governing Law

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

17. Reversion of Assets

The CONTRACTOR must obtain prior written approval from the CITY whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR shall reimburse the CITY in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the CITY of these obligations.

18. Breach of Agreement

In the event the CONTRACTOR fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the CONTRACTOR's failure as a material breach of this Agreement and utilize any

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

19. No Third Party Beneficiaries

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

20. Indemnification

Contractor shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

21. Entire Agreement

This Agreement constitutes the entire agreement between CONTRACTOR and CITY with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

22. Insurance Requirements for Service Providers

Without limiting Service Provider's indemnification of City, and prior to commencement of Work, Service Provider shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Service Provider shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Service Provider shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, it's officers, agents, employees, and volunteers.

Maintenance of Coverage

Service Provider shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Service Provider, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Service Provider shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Service Provider.

Notice of Cancellation

Service Provider agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

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

Additional Insurance

Service Provider shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

23. Violation of Federal Rules and Regulations

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

**CITY OF MADERA:**

By: _____
Andrew J. Medellin, Mayor

Date: _____

**MADERA RESCUE MISSION**

By: _____
Pastor Mike Unger; Executive Director

Date: 07/31/19

**ATTEST:**

By: _____
Claudia Mendoza, Interim City Clerk

Date: _____

**APPROVED AS TO LEGAL FORM:**

By: _____
Hilda Cantu, Interim City Attorney

Date: _____

**PART 2. For the following, submit your responses below each discussion item and question and follow these instructions.•Use 12-point font. •Do not exceed four, single-sided, single-spaced pages and do not alter the margins.**

**SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED:** (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. Cite your sources (e.g., U.S. 20XX Census Data Table X.)

**The homeless situation in Madera County is a complicated one. It impacts business, residential areas, health care and social services and remains a controversial topic of conversation within the community. Increased inquiries regarding use of the Missions services indicates that we have more homeless people living in the river and on the street of our town.**

a. **The mission provides emergency shelter to some 100 plus men, women and children nightly.**
b. **The mission provides breakfast, lunch and dinner (300 plus meals daily).**
c. **The mission programs and counsels some 78 individuals throughout the year in our 9-12 plus 18 month Addiction Program.**
d. **The mission provides at no charge, clothes and clothes washing services to the homeless.**

**The reality of homelessness is that it has far sweeping ramifications. Very often a warm meal, a shower and good safe nights rest brings hope to a person that may otherwise feel hungry, hurt and hopeless; a combination that often leads to criminal activities that further deepen the problem.**

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

**Hope House provides limited daily activities for the homeless, Holy Family Table provides breakfast. We also assist the Madera Food Bank distributing food boxes to alleviate the hunger issue within our community.**

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

**The Madera Rescue Mission although a Christian faith based organization services all people and faith groups that fall into a need as it relates to emergency <u>housing</u> and or <u>food.</u>**

a. **We have emergency housing for women and children (49 beds).**
b. **We have emergency housing for men (64 beds).**
c. **A hot well balanced nutritionally sound dinner is created nightly.**
d. **Faith based 18 month Addiction Recovery program for both men (20) beds and women (5) beds up to (12 months in-in-patient and 6 months transitional/out-patient).**
e. **Work training, and work placement assistance.**
f. **We have five beds available for handicapped people 3 for the men & 2 for the ladies.**
g. **Ongoing counseling and mentorship long after they've graduated or left the program.**

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

a. **By removing 100 plus homeless men, women, and children from the streets nightly and in so doing, making a safer city for all parties involved.**
b. **By caring for single mothers and children (Shelter, diapers, formula, and counseling).**
c. **By feeding 300 plus meals a day we create and provide healthy food choices.**
d. **By moving some 21 plus men and women through our 18-month Faith based Addiction Recovery Program annually.**
e. **By moving our program graduates into transitional housing**
f. **Once transitionally housed our graduates have an opportunity to finish their Grade 12 or GED educational requirements, or find gainful employment**
g. **Once gainfully employed our transitional candidates are assisted and directed to permanent housing or restoration of housing**
h. **I would be remiss not to mention the changed lives that are touched as God plays a more active role in their recovery.**
i. **Special events activities; the holidays are particularly difficult for the homeless. As such, we make a special effort to brighten the Thanksgiving season for those that may not have much to be thankful for. We do this by preparing and presenting some 300 plus turkey meals, complete with all the fixings. For Christmas, we provide 800 turkey meals and give out 1,116 age specific, wrapped toys for the children.**

Which National Objective does your program meet?

**Madera Rescue Mission meets National Objective # 1. Our activities benefit homeless, lower income families and children. In addition we also provide 18 month inpatient Addiction recovery. The mission endeavors to provide a safe place to reside during an emergency scenario. This may come by way of making poor personal decisions that ultimately result in the client needing assistance whether it is by way of shelter/housing, or food. The Mission would also avail itself in a more community centered crisis, providing yet again a safe place during an emergency to re-establish a sense of normalcy to an otherwise chaotic moment by:**

a. **Safely housing and feeding those that come to the Mission despite the emergency.**
b. **Providing a safe haven for recovery from a myriad of addictions.**
c. **Counseling and case managing clients towards a better outcome.**

Which measurable objectives does your program meet?

**Our objectives serve the following groups:**

- **No one is denied services.**
- **The homeless**
- **Individuals with substance abuse.**
- **Low income families & children.**

**The Mission meets the measurable objective of assisting ALL that come to the Mission looking for services, turning NO ONE away provided we are able to help. It may sound somewhat**

**heady to suggest that we have a 100% success rate, but I contend that this statistic is 100% correct, let me explain. Not everyone that comes to the Mission does or completes what we say, or teach in the program, but if we as a believers treat everyone that seeks help with respect and dignity, we will have fulfilled our mandate of loving our neighbor and as such, we will have achieved 100% success.**

How will your program meet its goals in one year?
**The mission will meet or exceed its goals by providing a higher level of services through improved facilities and improved skills training**

a. **Upgraded facilities and improved housing**
b. **Improved nutrition through the selection of healthy eating alternatives**
c. **Additional training**

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.
**The following are the financial resources available to us for 2019:**
**Temporary AB109. Contract 9897B-C-2015**
**Central Women Conference (see attachment # 2)**
**Bank of America Charitable Foundation. (see attachment # 3)**
**West America Bank (verbal commitment of $ 1,000)**

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).
**Our income comes from: three major's events: Second Wind 5K run, our annual fundraiser banquet in October, and Thanksgiving & Christmas meal mail campaigns. In addition, we also have 150 donors between local churches, local businesses and single individuals of Madera County that donate food, clothing and support.**

**Projected Net Income Estimates:**

- **Second Wind 5K $ 38,000.**
- **Christmas & Thanksgiving direct mail campaigns $ 30,000**
- **Annual Banquet $ 40,000.**
- **Rescue Mission Auxiliary (meeting once monthly at local churches) $8,000.**

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions.
**MRM promotes our fundraising activities through radio, television, social media (Facebook), local newspaper, and appearances at local churches and Auxiliary meetings throughout the year.**

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

When there is an overflow of clients, how is it determined whom to serve?
**N/A**

Discuss your program's/project's successes.
**We house, clothe and feed ALL that come to us for help. Many times we have seen homeless, hopeless people enter our facilities and re-emerge as new creations. This would include recovery from homelessness, from addiction to health & sobriety. Many Mission clients are now productive contributors to and for Madera proper.**

Discuss your program's/project's past performance (2018 to 2019).
**We have witnessed a steady increase of clients including those that need assistance finding sobriety. As a result we have seen more success, in fact we currently feel we have 100% success rate given we are loving & caring for those that come and in so doing we fulfill our mandate of serving others for their benefit, or good, without thought of return. We love like our great example, Jesus Christ.**

Discuss how your program/project shall document that it provides either a new service or a **quantifiable increase in the level of service.**
**We will provide better food quality as well as quantifiable resume inserts based on completed program training and job preparation. We will improve facilities, flooring, and appliances. We will increase capacity with additional beds, re-establishing the priority of value to those clients that come by better equipping them through evidence based training, etc.( new space available)**

# Exhibit A-1

**CITY OF MADERA**

**Quarterly Activity Report**

**Contract Period: July 2019 to June 30, 2020**

**NAME OF ORGANIZATION:** Madera Rescue Mission
1305 Clinton Street
Madera, CA 93638

**PROJECT TITLE:** Homeless Services Program

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

**I. CLIENT INFORMATION:**

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

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

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

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

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

# Exhibit A-1

**DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:**

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

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

| Family Size | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| Maximum Annual Income | $33,450 | $38,200 | $43,000 | $47,750 | $51,600 | $55,400 | $59,250 | $63,050 |
| Minimum Annual Income | $12,500 | $14,350 | $16,150 | $17,900 | $19,350 | $20,800 | $22,200 | $23,650 |
| Total | | | | | | | | |

**II. LONG RANGE OBJECTIVES:**

**III. SHORT RANGE OBJECTIVES:**

**IV. SPECIFIC ACTIVITIES:**

**V. OUTCOMES ACHIEVED:**

# Exhibit A-1

**ACTIVITY REPORTS ARE DUE OCTOBER 15, JANUARY 15, APRIL 15 AND JULY 15. RETURN THE REPORTS TO:**

**Jorge Antonio Rojas**
**Program Manager - Grants**
**CITY OF MADERA**
**205 West Fourth Street**
**Madera, CA 93637**
**Phone: (559) 661-3693**
**Fax: (559) 674-2972**
**Email: jrojas@cityofmadera.com**

**REPORT PREPARED BY:** _____

**Date:** _____

# Exhibit A-1

_____

Date

_____

Type of Assistance

| Ethnic Categories* | Select One |
|---|---|
| Hispanic or Latino | |
| Not-Hispanic or Latino | |
| **Racial Categories*** | **Select All that Apply** |
| American Indian or Alaska Native | |
| Asian | |
| Black or African American | |
| Native Hawaiian or Other Pacific Islander | |
| White | |
| Other | |

***Definitions of these categories may be found on the reverse side.**

_____

Signature

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

# Exhibit A-1

**INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM**

## A. General Instructions

This form is to be completed by individuals wishing to be served (applicants) in programs assisted by the Department of Housing and Urban Development.

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.

    1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

    2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

2. The five racial categories to choose from are defined below. You should check as many as apply to the individual.

    1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

    2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.

    3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."

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

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

# Exhibit B

| INCOME SOURCE | AMOUNT |
|---|---|
| CITY | 30,000 |
| UNITED WAY | 607.28 |
| STATE (AB 109& Emerson Housing) | 278,000 |
| FEDERAL (FEMA) | 19,901.00 |
| SERVICE FEES | |
| FUND RAISING | 90,000 |
| DONATIONS | 274.72 |
| RESERVE/CONTINGENCY | 0 |
| OTHER (Provide Source) | |
| TOTAL BUDGET | See Attach #1 |

| SALARY EXPENSES | ACCOUNT NO. | AMOUNT |
|---|---|---|
| SALARIES | 0100 | |
| BENEFITS | 0150 | |
| SERVICES & SUPPLIES | | 4,000 |
| INSURANCE | 0200 | 5,000 |
| COMMUNICATIONS | 0250 | |
| CONSULTANT SERVICES | 0300 | |
| OFFICE EXPENSE | 0350 | 1,000 |
| OFFICE RENTAL | 0400 | |
| EQUIPMENT RENTAL | 0450 | |
| UTILITIES | 0500 | 20,000 |
| TRAVEL (ADMIN.) | 0550 | |
| FOOD SUPPLIES | 0600 | |
| CONTRACTS | 0650 | |
| TRANSPORTATION | 0700 | |
| FUND RAISING | 0750 | Advertising |
| TOTAL | | See Exhibit #1 for MRM budget |

[redacted]

[redacted]

# Exhibit C

## COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

EXHIBIT C

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

# Exhibit C

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

# Exhibit D

**U.S. Department of Housing and Urban Development**
COMMUNITY PLANNING AND DEVELOPMENT

**Special Attention of:**
All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice CPD- 00-10

Issued: December 26, 2000
Expires: December 26, 2001

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**Subject:** Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

## I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

### Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

## II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

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Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. (24 CFR §8.3) For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

**Non-housing Programs**

**New Construction** -- Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

**Alterations to facilities** -- Part 8 requires to the maximum extent feasible, that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

**Existing non-housing facilities** - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. (24 CFR §8.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. 24 CFR §8.21(c)(1) Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program. (24 CFR §8.21(c)(iii))

**Historic Preservation** - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property, However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

**Accessibility Standards**

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement, however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

**Employment**

Section 504 also prohibits discrimination based upon disability in employment. See 24 CFR Part 8, Subpart B.

**Section 504 Self Evaluations**

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. However, self-evaluation continues to be an excellent management tool for ensuring that a recipient's current policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.

- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)

- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.

- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

## III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

**Title I** prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

# Exhibit D

**Title II** prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections . Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at **www.usdoj.gov/crt/ada/taprog.htm,** and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY).** The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

**Title III** prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

## IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

## V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page **(http://www.hud.gov/fhe/504/sect504.html).** Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

| | CPD | FHEO |
|---|---|---|
| **Boston, MA** | 617 565-5345 | 617 565-5310 |
| **Hartford, CT** | 806 240-4800 x3059 | 860 240-4800 |
| **New York, NY** | 212 264-0771 x3422 | 212 264-1290 |
| **Buffalo, NY** | 716 551-5755 x5800 | 716 551-5755 |
| **Newark, NJ** | 973 622-7900 x3300 | 973 622-7900 |
| **Philadelphia, PA** | 215 656-0624 x3201 | 215 656-0661 |
| **Pittsburgh, PA** | 412 644-2999 | 412 355-3167 |
| **Baltimore, MD** | 410 962-2520 x3071 | 410 962-2520 |
| **Richmond, VA** | 804 278-4503 x3229 | 804 278-4504 |
| **Washington, DC** | 202 275-0994 x3163 | 202 275-0848 |
| **Atlanta, GA** | 404 331-5001 x2449 | 404 331-1798 |
| **Birmingham, AL** | 205 290-7630 x1027 | 205 290-7630 |
| **South Florida** | 305 536-4431 x2223 | 305 536-4479 |
| **Jacksonville, FL** | 904 232-1777 x2136 | 904 232-1777 |
| **San Juan, PR** | 787 766-5400 x2005 | 787 766-5400 |
| **Louisville, KY** | 502 582-6163 x214 | 502 582-6163 x230 |
| **Jackson, MS** | 601 965-4700 x3140 | 601 965-4700 x2435 |
| **Knoxville, TN** | 865 545-4391 x121 | 865 545-4379 |
| **Greensboro, NC** | 336 547-4005 | 336 547-4050 |
| **Columbia, SC** | 803 765-5564 | 803 765-5936 |
| **Chicago, IL** | 312 353-1696 x2702 | 312 353-7776 |
| **Minneapolis, MN** | 612 370-3019 x2107 | 612 370-3185 |

# Exhibit D

| | | |
|---|---|---|
| **Detroit, MI** | 313 226-7908 x8055 | 313 226-6280 |
| **Milwaukee, WI** | 414 297-3214 x8100 | 414 297-3214 |
| **Columbus, OH** | 614 469-5737 x8240 | 614 469-5737 x8170 |
| **Indianapolis, IN** | 317 226-6303 x6790 | 317 226-7654 |
| **Little Rock, AK** | 501 324-6375 | 501 324-6296 |
| **Oklahoma City, OK** | 405 553-7569 | 405 553-7426 |
| **Kansas City, KS** | 913 551-5485 | 913 551-5834 |
| **Omaha, NE** | 402 492-3181 | 402 492-3109 |
| **St. Louis, MO** | 314 539-6524 | 314 539-6327 |
| **New Orleans, LA** | 504 589-7212 x3047 | 504 589-7219 |
| **Fort Worth, TX** | 817 978-5934 x5951 | 817 978-5870 |
| **San Antonio, TX** | 210 475-6820 x2293 | 210 475-6885 |
| **Albuquerque, NM** | 505 346-7271 x7361 | 505 346-7327 |
| **Denver, CO** | 303 672-5414 x1326 | 303 672-5437 |
| **San Francisco, CA** | 415 436-6597 | 415 436-6569 |
| **Los Angeles, CA** | 213 894-8000 x3300 | 213 894-8000 x3400 |
| **Honolulu, HI** | 808 522-8180 x264 | 808 522-8180 |
| **Phoenix, AZ** | 602 379-4754 | 602 379-6699 5261 |
| **Seattle, WA** | 206 220-5150 x3606 | 206 220-5170 |
| **Portland, OR** | 503 326-7018 | 503 326-3349 |
| **Manchester, NH** | 603 666-7640 x7633 | |
| **Anchorage, AK** | 907 271-3669 | |
| **Houston, TX** | | 713 313-2274 |

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**RESOLUTION NO. 19-_____**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2019/2020 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES ($10,000) WITH BIG BROTHERS BIG SISTERS OF CENTRAL CALIFORNIA FOR THE HIGH SCHOOL BIGS PROGRAM**

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The City Council approves the 2019/2020 Community Development Block Grant for Services with Big Brothers Big Sisters of Central California in the amount of $10,000.

7. A copy of the Agreement is attached hereto as Exhibit 1.

2. The Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.

3. The City Clerk is hereby authorized and directed to forward a copy of this Resolution to the Grant Administrator.

4. This resolution is effective upon written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2019/2020 Action Plan approval.

5. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

* * *

**Exhibit 1**

**Big Brothers Big Sisters of**

**Central California for the**

**High School Bigs Program ($10,000)**

# AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of August 8, 2019, between The City of Madera, hereafter referred to as "CITY", and Big Brothers Big Sisters of Central California hereafter referred to as the "CONTRACTOR."

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

WHEREAS, the Madera City Council has determined a program to mentor at-risk youth with High School students is eligible for funding under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR submitted a program, plan and budget for the High School Bigs program and is dedicated to establishing a partnership with the community to be progressive in nurturing a sense of community and contributing to community wellness which is consistent with the intent and purpose of the provisions of Title 1 of the Housing and Community Development Act of 1974, as amended and which has been approved by the City Council; and

WHEREAS,

NOW THEREFORE, the parties hereto agree as follows:

1. Services

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

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the CONTRACTOR in the performance of this Agreement and shall be documented to the CITY by the fifteenth (15th) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established in accordance with Exhibit "B" which is incorporated herein by reference. The total obligation of the CITY under this Agreement shall not exceed $10,000 in fiscal year 2019/2020. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The CONTRACTOR shall disclose in all public information its funding source.

c. Lobbying Activity

The CONTRACTOR shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The CONTRACTOR shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The CONTRACTOR shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of Community Development Block Grant funds.

Program Income

CONTRACTOR shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to CITY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to CITY.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions of this Agreement. CONTRACTOR and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract August 8, 2019 and shall end its performance June 30, 2020, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

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

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

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
   Other records necessary to document compliance with 24 CFR 570.503(b)(5).

a. Reports/Required Notifications

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

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

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

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

b. CDBG Reporting Requirements

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

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

8. Assignment

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

9. Subcontracts

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

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

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

10. Conflict of Interest

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

11. Discrimination

a. Eligibility for Services

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

The CONTRACTOR's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. CONTRACTOR shall comply with requirements set forth in Exhibit D, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

12. Termination

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

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

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

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

13. Amendments

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

14. Administration

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

15. Evaluation

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

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

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

16. Governing Law

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

17. Reversion of Assets

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

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

18. Breach of Agreement

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

19. No Third Party Beneficiaries

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

20. Indemnification

Contractor shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

21. Entire Agreement

This Agreement constitutes the entire agreement between CONTRACTOR and CITY with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

22. Insurance Requirements for Service Providers

Without limiting Service Provider's indemnification of City, and prior to commencement of Work, Service Provider shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Service Provider shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

Service Provider shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Service Provider, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Service Provider shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Enforcement of Contract Provisions (non estoppel)

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Service Provider.

Notice of Cancellation

Service Provider agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

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

Enforcement of Contract Provisions (non estoppel)

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

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Timely Notice of Claims

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

Additional Insurance

Service Provider shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

23. Violation of Federal Rules and Regulations

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

**CITY OF MADERA:**

By: _____
Andrew J. Medellin, Mayor

Date: _____

**BIG BROTHERS BIG SISTERS OF CENTRAL CALIFORNIA**

By: _____
Diane Phakonekham, Executive Director

Date: 7/31/19

**ATTEST:**

By: _____
Claudia Mendoza, Interim City Clerk

Date: _____

**APPROVED AS TO LEGAL FORM:**

By: _____
Hilda Cantu, Interim City Attorney

Date: _____

**PART 2. For the following, submit your responses below each discussion item and question and follow these instructions. •Use 12-point font. •Do not exceed four, single-sided, single-spaced pages and do not alter the margins.**

**SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED:** (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. Cite your sources (e.g., U.S. 20XX Census Data Table X.)
Big Brothers Big Sisters of Central California (BBBSCC) is applying for funding for three High School Bigs Programs to serve children at the following school sites: Alpha Elementary, Madison Elementary and Parkwood Elementary. The program provides youth in the community an opportunity to reach their potential; BBBSCC works with youth who are considered at-risk and addressed the following community needs: truancy, academic improvement and emotional and social development of youth. Therefore, this program is able to provide youth with a positive role model in order to support positive choices in the lives of youth.
For over 15 years, BBBSCC has served the city of Madera and it's residents through the High School Bigs Program. The agency has previously partnered with Madera Unified School District (MUSD), however the contract for the 2018-19 school year has not been approved due to MUSD's internal matters and therefore the program is not operating as prescribed. The agency values the importance of the mentoring relationships that have been formed and cultivated for years, and is currently still serving the youth, only at a limited capacity. For these reasons, the agency is reaching out to the Community Development Block Grant Committee to apply for and rally your support to continue the High School Bigs Programs for the youth of Madera.
The High School Bigs Program is designed for youth to mentor youth in their own community. Students meet once a week for 90 minutes at the designated elementary school site. BBBSCC staff coordinates and supervises all match meetings and spend time providing match support and guidance to the matches. During the 90 minutes they spend together, Bigs and Littles bond by playing sports, games, drawing, talking together and doing hands-on STEM activities. These mediums allow Littles to develop and improve their academic and social skills. Most recent research finds this program to be as effective in bringing attitudinal changes as our adult mentoring program. According to www.mentoring.org, young adults who were at-risk for falling off track but had a mentor are 55% more likely to enroll in college, 78% more likely to volunteer regularly, 90% interested in becoming a mentor, 130% more likely to hold leadership positions. (https://www.mentoring.org/why-mentoring/mentoring-impact/)

**EXISTING SERVICES:** List other agencies currently addressing the need or problem described above.
The only program serving youth in the City of Madera with professionally supported one-to-one mentoring relationships is Big Brothers Big Sisters of Central California.

Explain how your program supplements or complements existing services without duplicating them.
Big Brothers Big Sisters of Central California partners with the child's support team such as teachers, counselors, mental/ behavioral health professional, Big (mentors) and others as needed, to collectively support the child and help them achieve success. Looking at partnerships from a different angle, Madera Department of Social Services, schools and other community agencies often refer children to our program for services. Elementary school students are not the only ones that benefit from being a part of the program. BBBSCC counts with the support of a foundation

and generous donor who annually donates scholarships to High School Bigs (mentors) who are a part of the program. Since 2014, mentors from Madera High School and Madera South High School have been awarded of $30,000.

Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation.
BBBSCC falls under the umbrella of the Big Brothers Big Sisters of America Federation. As such, BBBSCC uses tools developed, produced and analyzed by Big Brothers Big Sisters of America. Copies of the Strength or Relationship (SOR) and Youth Outcomes Survey (YOS) are attached.

Which National Objective does your program meet?
BBBSCC's High School Bigs Program aligns with National Objective #1: Activities Benefiting Lower Income Persons/ Households and under the following activities: Public Services. This program falls under crime prevention, social services and contribution to educational success of clients.
Which measurable objectives does your program meet?
BBBS C measures a child s academic performance in reading level, math and truancies. In addition, BBBSCC also measures a child's social-emotional growth in the following areas: social acceptance, scholastic competency, educational expectations, grades, avoidance of risky behaviors, parental trust, truancy, ability to trust and confide in a special adult (mentor) and deterrence of the juvenile justice system.

How will your program meet its goals in one year?
The aforementioned objectives are measured on an annual basis by Big Brothers Big Sisters of America and/or Big Brothers Big Sisters of Central California. By forming a partnership with the child's advocates, parent and Big, all parties work collectively to help the child(ren) achiev success.

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.
Historically, the High School Bigs Program has been funded in its entirety by Madera Unified School District (MUSD). However, the contract for the 2018-19 school year is on hold due to MUSD's internal matters. For this reason, the agency is exploring all resources, including applying to the CBDG grant to ensure that the children who are still enrolled and served by our program may continue to do so.

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).
At this time, the agency is optimistic about the approval of this grant. A specific plan to fundraise for this program is not in place, however the agency is committed to raise additional funds as needed through cold calls, presentations, soliciting employee giving and other opportunities as they become available.

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions.
Due to the aforementioned circumstance with MUSD, BBBSCC has maintained an open line of communication with parents, Bigs and Littles in the program. Parents are constantly reaching out to BBBSCC staff seeking an update on the program to serve their children. A number of parents, Bigs and Littles in the program have gone to multiple MUSD Board meetings to make a plea before the board to renew the program, to no avail. With this in mind, it was fitting to reach out to the same parents that continue to be involved and rally their support for the application of this grant.

If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.
While Big Brothers Big Sisters of Central California serves children outside of the Madera city limits, those programs are funded through their own sources. Two examples are Oakhurst High School Bigs Program, funded by Bryant's True Value Home Center and Chowchilla High School Bigs funded through Chowchilla Elementary School District and Chowchilla Union High School District. The funds requested herein are specifically for the High School Bigs Program serving Alpha Elementary, Madison Elementary and Parkwood Elementary, all within city limits.

When there is an overflow of clients, how is it determined whom to serve?
Big Brothers Big Sisters of Central California is committed to serving children who are interested in being a part of the program. In the event of overflow of clients for the High School Bigs Program, children will follow the enrollment process and be placed on a waitlist. Children who are on the waitlist for the High School Bigs Program are afforded the option/ opportunity to be enrolled in the Community Based or Lunch Buddies Program, working with adult volunteers. The agency is fortunate to have three types of programs that can serve the community of Madera, however there is something special and unique about elementary school students being mentored by high school students.

Discuss your program's/project's successes.
During the span of 2011-2016, Big Brothers Big Sisters of Central California has served hundreds of children through the High School Bigs Programs. One of the success stories that stands out dates back to 2012, yet still continues to shine today. A 10-year-old female child (Little) was matched with her mentor (Big) for 3 years prior to the Big graduating from Madera South High School in 2012. This Big continued her match relationship through BBBSCC while simultaneously pursing higher education. The Big continued to volunteer her time with the agency and soon was hired as a teacher's assistant for the program. The Little she was mentoring has since returned as a freshman in high school and has now become a Big Sister in the program. She went from being a Little in the program for many years to giving back to her community and mentoring a young child herself. The mentor who continues to be employed with BBBSCC is now in the process of mentoring another Little in our Community Based Program. The match between the now-employee and now-Big Sister has since closed, however they continue to stay in touch and foster their relationship of almost 10 years.

Discuss your program's/project's past performance (2011 to 2016).
Through the Youth Outcomes Survey (YOS), the project has seen the youth in the program continuously improve in the following areas: social acceptance, scholastic competency, educational expectations, grades, avoidance of risky behaviors, parental trust, truancy, ability to trust and confide in a special adult (mentor) and deterrence of the juvenile justice system.

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.
The concept of the program remains the same, however each year a number of Bigs and Littes move on from the program for a number of reasons including but not limited to: promotion to 7th grade, graduate from high school, relocation, etc. At the start of each school year, reasonable effort is made to have visibility on school campuses to recruit volunteers and children. When a child or mentor leaves the program in the middle of the school year, those on the waitlist, when applicable, fill the vacancy. The quantitative goal of the program is to serve a minimum of 120 Bigs and Littes, however due to reasons including those listed above, the number of children actually served exceeds the minimum.

## REFERENCES

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

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

Was your experience working with this agency successful?

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

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

| Name | Title | Company/Agency | Phone | Email Address |
|---|---|---|---|---|
| Tom Wheeler | County Supervisor | Madera County | (559) 232-8915 | supervisortomwheeler @yahoo.com |
| Chris Childers | Deputy Chief of Probation | Madera County Probation | (559) 474-5134 | cchilders @maderacounty.com |
| Dino Lawson | Police Chief | Madera Police Department | (559) 232-4167 | dlawson@cityofmadera.com |

# Youth Outcomes Survey

Big Brothers Big Sisters.
OF CENTRAL CALIFORNIA

Match: _____

Date Completed: _____

❑ Initial YOS / ❑ Follow Up YOS

MSS: _____

## YOUTH OUTCOMES SURVEY

### Introduction to the Survey for the Littles:

Before we get started, I'd like to tell you a little bit about the survey you will take today. The questions in this survey will ask you about how things are in school and at home. It will only take about 10 minutes. (**School-Based:** You will be asked to take this survey again at the end of the school year). (**Community-Based:** You will be asked to take this survey again about one year from now).

There are no right or wrong answers – just please answer all of the questions on this survey as truthfully and completely as possible. If you do not want to answer a question, we can leave it blank, however, everything you tell us will be kept private. Your answers will not be shared with your parents or guardians, your Big or your teachers. When we put the information that you give us together, your name will not be used.

Kids of all ages take this survey and we start by reading it out loud to everyone, even if they can read it on their own. After we get through a few pages, if you feel like you'd rather complete the rest on your own, just let me know.

Thank you for your help.

Big Brothers Big Sisters.
OF CENTRAL CALIFORNIA

These questions ask how you feel about yourself and other kids. For each sentence, decide how true the sentence is for you. Then *circle one number* that fits best.

| | Not True At All | Not Very True | Sort Of True | Very True |
|---|---|---|---|---|
| 1. I am always doing things with a lot of kids. | 1 | 2 | 3 | 4 |
| 2. I wish that more people my age liked me. | 1 | 2 | 3 | 4 |
| 3. I find it hard to make friends. | 1 | 2 | 3 | 4 |
| 4. I would like to have a lot more friends. | 1 | 2 | 3 | 4 |
| 5. I am popular with others my age. | 1 | 2 | 3 | 4 |
| 6. I have a lot of friends. | 1 | 2 | 3 | 4 |

These questions ask how you feel about yourself, school, and your teacher(s).

| | not at all true | not very true | sort of true | very true |
|---|---|---|---|---|
| 7. I have trouble figuring out the answers in school. | 1 | 2 | 3 | 4 |
| 8. I feel that I am just as smart as other kids my age. | 1 | 2 | 3 | 4 |
| 9. I am very good at my schoolwork. | 1 | 2 | 3 | 4 |
| 10. I'm pretty slow in finishing my school work. | 1 | 2 | 3 | 4 |
| 11. I often forget what I learn. | 1 | 2 | 3 | 4 |
| 12. I do very well at my class work. | 1 | 2 | 3 | 4 |

These sentences are about your plans for high school and college. *Circle one number* to show how sure you are about each question.

| How sure are you that you will... | Not At All Sure | Not Really Sure | Mostly Sure | Very Sure |
|---|---|---|---|---|
| 13. finish high school? | 1 | 2 | 3 | 4 |
| 14. go to college? | 1 | 2 | 3 | 4 |
| 15. finish college? | 1 | 2 | 3 | 4 |

Thinking about the grades and marks you are getting in school, please circle how you are doing.

| | Not Good At All (F) | Not So Good (D) | Good (C) | Very Good (B) | Excellent (A) |
|---|---|---|---|---|---|
| 16. Mathematics | 1 | 2 | 3 | 4 | 5 |
| 17. Reading or Language Arts | 1 | 2 | 3 | 4 | 5 |
| 18. Social Studies | 1 | 2 | 3 | 4 | 5 |
| 19. Science | 1 | 2 | 3 | 4 | 5 |

(continue on the next page →)

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OF CENTRAL CALIFORNIA

In the next questions think about how you feel when other kids your age do certain things.

| What do you think about kids your age: | It's not okay | It's sort of okay | It's okay | It's perfectly okay |
|---|---|---|---|---|
| 20. Using tobacco (cigarettes, cigars, smokeless or chewing tobacco)? | 1 | 2 | 3 | 4 |
| 21. Taking drugs that aren't given to them by a parent or doctor? | 1 | 2 | 3 | 4 |
| 22. Drinking alcohol without their parents knowing? | 1 | 2 | 3 | 4 |
| 23. Skipping school without permission? | 1 | 2 | 3 | 4 |
| 24. Hitting someone because they didn't like something they said or did? | 1 | 2 | 3 | 4 |
| 25. Breaking rules in school? | 1 | 2 | 3 | 4 |
| 26. Being late for school? | 1 | 2 | 3 | 4 |

These questions ask about how things are going with your parents or guardians. If you live with two parents, please think about the parent or guardian you feel the closest when you answer.

| How often do I feel that... | Hardly Ever | Not very often | Sometimes | Pretty Often |
|---|---|---|---|---|
| 27. My parents respect my feelings. | 1 | 2 | 3 | 4 |
| 28. My parents accept me as I am. | 1 | 2 | 3 | 4 |
| 29. When I'm angry about something, my parents try to be understanding. | 1 | 2 | 3 | 4 |

These questions ask about some behaviors you might have engaged in the past 30 days. Please remember that ALL of your answers will be kept private.

| How often, in the past 30 days have you... (* if you're answering this question in July-September, reply for last May) | Never | I have done this, but not in the last 30 days | I did it 1-2 times in the last 30 days | I did it 3 or more times in the last 30 days |
|---|---|---|---|---|
| 30. Been absent from school? | 1 | 2 | 3 | 4 |
| 31. Been late for school? | 1 | 2 | 3 | 4 |

32. Right now in your life, is there a special adult (<u>not</u> your parent or guardian) who you often spend time with? A special adult is someone who does a lot of good things for you. For example someone (a) who you look up to and encourages you to do your best, (b) who really cares about what happens to you, (c) who influences what you do and the choices you make, and (d) who you can talk to about personal problems?

❑ No, I don't have a special adult in my life right now.

❑ Yes, I do have a special adult in my life.

33. In the last 12 months, have you been arrested for a crime, offense and/ or a violation?

❑ Never ❑ Yes, 1-2 times ❑ Yes, 3-4 times ❑ Yes, 5 or more times

# Strength of Relationship Survey

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OF CENTRAL CALIFORNIA

NAME: _____

SOR Match Survey for Little – please check one box per question

| | Never | Hardly Ever True | Sometimes True | Most of the Time True | Always True | I don't know |
|---|---|---|---|---|---|---|
| 1. My Big gives me good ideas about how to solve a problem. | | | | | | |
| 2. My Big helps me take my mind off things by doing something with me. | | | | | | |
| 3. When I'm with my Big, I feel ignored. | | | | | | |
| 4. When I'm with my Big, I feel mad. | | | | | | |
| 5. When I'm with my Big, I feel safe. | | | | | | |
| 6. When I'm with my Big, I feel disappointed. | | | | | | |
| 7. My relationship with my Big is very important to me. | | | | | | |
| 8. When I'm with my Big, I feel bored. | | | | | | |
| 9. When something is bugging me, my Big listens while I talk about it. | | | | | | |
| 10. I feel close to my Big. | | | | | | |

Big Brothers Big Sisters.
OF CENTRAL CALIFORNIA

Name: _____

Match Survey for Big – please check one box per question

| | Strongly Disagree | Disagree | Neutral | Agree | Strongly Agree | I don't know |
|---|---|---|---|---|---|---|
| 1. I am enjoying the experience of being a Big. | | | | | | |
| 2. I expected that being a mentor would be more fun than actually it is. | | | | | | |
| 3. My Little and I are interested in the same things. | | | | | | |
| 4. I feel confident handling the challenges of being a mentor. | | | | | | |
| 5. Being a Big is more of a time commitment than I anticipated. | | | | | | |
| 6. I feel overwhelmed by my Little's family difficulties. | | | | | | |
| 7. My Little has made improvements since we started meeting. | | | | | | |
| 8. I sometimes feel frustrated with how few things have changed with my Little. | | | | | | |
| 9. My Little and I are sometimes at a loss for things to talk about. | | | | | | |
| 10. It is hard for me to find the time to be with my Little. | | | | | | |
| 11. I think my Little and I are well-matched. | | | | | | |
| 12. I get the sense that my Little would rather be doing something else. | | | | | | |
| 13. My Little has trouble sticking with one activity for very long. | | | | | | |
| 14. I feel close to my Little. | | | | | | |

15. Which of the following best describes how decisions are usually made about how you and your Little will spend your time together? [Please check only one box]

| I usually decide how we'll spend our time | My Little usually decides how we'll spend our time together | I get ideas from my Little then we decide together | Our MSS outlines how we will spend our time together | Someone else (like a teacher or parent) decides how we'll spend our time together |
|---|---|---|---|---|
| | | | | |

# High School Bigs Informational Packet

# Big Brothers Big Sisters®
## OF CENTRAL CALIFORNIA

# High School Bigs Program

**Proudly serving Madera, Fresno, Kings & Tulare Counties**

**Headquarters:**
**4047 N Fresno Street Fresno, CA 93726**
**www.bigs.org**

# ABOUT US

## mission

To provide children facing adversity with strong and enduring, professionally supported 1-to-1 relationships that change their lives for the better, forever.

## vision

All children achieve success in life.

## history

The concept of mentoring at-risk youth was originated by New York City court clerk Ernest Coulter over 100 years ago; the idea of caring adults helping keep youth out of trouble evolved into what is known today as Big Brothers Big Sisters of America (BBBSA). BBBSA now boasts of over 300 domestic and international affiliates, including Central California.

Since opening its doors in 1968, the Central California affiliate has served over 20,000 youth in Fresno, Kings Tulare and Madera Counties combined.

This program is research-based with countless studies highlighting the power and potential of mentoring. Join us in celebrating 50 years of serving the youth of Central California.

# OUR PROGRAMS

## Community Based

An adult volunteer meets with a child 2-4 times per month in the community. Volunteers are matched with children based on shared interests and commit to at least one year of service. Research and our local evaluations show this program effectively engages long-term impact.



## Bigs in Blue/ Lunch Buddies

A program focused on building relationships between law enforcement and the communities they serve. The program provides each child with a one-to-one mentoring relationship with a member of law enforcement and in doing so builds a bridge between the community and law enforcement.




## High School Bigs

Students meet once a week for 90 minutes at the elementary school site. BBBSCC staff coordinates and supervises all match meetings. By playing sports, games, drawing, talking together, doing hands-on STEM activities, Littles develop and improve their academic and social skills. Most recent research finds this program to be as effective in bringing attitudinal changes as our adult mentoring program.



# THE **IMPACT** OF YOUR INVESTMENT CAN BE FELT BY:

## LITTLES

- Increased self-esteem
- Positive attitude
- Greater tolerance
- Improved social skills
- Improved academic skills
- Improved school attendance
- Sense of belonging
- Relationship to a mentor they can trust
- Avoidance of risky behaviors
- Extra resources provided to Little & their family

## BIGS

- Increased self-esteem
- Leadership skills
- Community service hours
- Improved school attendance and grades
- Tutoring/mentoring experiences
- Opportunity to participate in other activities provided through BBBSCC
- Scholarships opportunities
- Giving back to community and paying it forward
- Problem solving skills

## THE(IR) COMMUNITY

- We have expanded from 1 office in 1969 to now operating 4 offices in Central California
- We started with one 1 High School Bigs Program and have expanded to 22
- 58 scholarships awarded in 2018; collectively, more than 200 High School Big scholarship recipients in the past 5 years
- Decline of students joining gangs and being involved in the juvenile justice system
- Investment in our future leaders TODAY, for a better tomorrow

# PARTNERSHIPS

| | | ELEMENTARY SCHOOLS | HIGH SCHOOLS |
|---|---|---|---|
| MADERA COUNTY | 1 | Alpha Elementary - Madera Unified School District | Madera High School - Madera Unified School District |
| | 2 | Madison Elementary - Madera Unified School District | Madera (South) High School - Madera Unified School District |
| | 3 | Parkwood Elementary - Madera Unified School District | Madera (South) High School - Madera Unified School District |
| | 4 | Oakhurst Elementary - Bass Lake Joint Union Elem School District | Yosemite High School - Yosemite Unifed School District |
| | 5 | Reagan Elementary - Chowchilla Elementary Unified School District | Chowchilla High School - Chowchilla Union High School District |
| FRESNO COUNTY | 6 | Eric White Elementary - Selma Unified School District | Heartland High School - Selma Unified School District |
| | 7 | Garfield Elementary - Selma Unified School District | Selma High School - Selma Unified School District |
| | 8 | Roosevelt Elementary - Selma Unified School District | Selma High School - Selma Unified School District |
| | 9 | Fremont Elementary - Fowler Unified School District | Fowler High School - Fowler Unified School District |
| | 10 | Riverdale Elementary - Riverdale Joint Unified School District | Riverdale High School - Riverdale Joint Unified School District |
| | 11 | Unity Estates - HUD Homes Sanger | Kings River High School + Taft Independent Study School |
| KINGS COUNTY | 12 | Fremont Elementary - Corcoran Unified School District | Corcoran High School - Corcoran Unified School District |
| | 13 | Monroe Elementary - Hanford Elementary School District | Hanford High School - Hanford Joint Union High School District |
| | 14 | Lemoore Elementary - Lemoore Union Elementary School District | Lemoore High School - Lemoore Joint Union High School District |
| TULARE COUNTY | 15 | Cutler Elementary - Cutler-Orosi Joint Unified School District | Orosi High School - Cutler-Orosi Joint Unified School District |
| | 16 | Palm Elementary - Cutler-Orosi Joint Unified School District | Orosi High School - Cutler-Orosi Joint Unified School District |
| | 17 | Golden Valley Elementary - Cutler-Orosi Joint Unified School District | Orosi High School - Cutler-Orosi Joint Unified School District |
| | 18 | Jefferson Elementary - Dinuba Unified School District | Dinuba High School - Dinuba Unified School District |
| | 19 | Kennedy Elementary - Dinuba Unified School District | Dinuba High School - Dinuba Unified School District |
| | 20 | Wilson Elementary - Dinuba Unified School District | Dinuba High School - Dinuba Unified School District |
| | 21 | Royal Oaks Elementary - Visalia Unified School District | Preparatory High School - College of the Sequoias |
| | 22 | Wilson Elementary - Tulare City School District | Tulare Union High School - Tulare Joint Union High School District |

# INVESTMENT

Program Includes:

- Service for the entire school year or calendar year
- Complete supplies for hands-on learning activities to meet the need of each student
- Annual pre-and post– Youth Outcomes Survey + Strength of Relationship assessment
- Provide all marketing materials for students and parents: journal logs for students
- Scholarships offered for all qualifying seniors in High School Bigs Program
- Track each student's grades, attendance, tardiness, reading, social and emotional behaviors
- Salary for a trained staff (w/ a bachelor degree) screened, trained and hired by BBBSCC
- Salary for a teacher assistant screened, trained and hired by BBBSCC
- Full supervision and coordination of program
- Big Brothers Big Sisters t-shirt for every student

## TOTAL INVESTMENT

Only $625 per student (min. of 25 students per site)
High School pays 50% at $12,500
Elementary School pays 50% at $12,500

# ADDITIONAL SERVICES

| | |
|---|---|
| 2 x Educational 1-Day Summer Program Events | $1,000 |
| • Examples: make your own ice cream, carnival games, swimming and more<br>• Pen pal letter writing<br>• Prizes<br>• Food | |
| Holiday Party for Littles and Bigs | $1,000 |
| • Teachings Bigs leadership by having them plan and budget for party<br>• All Littles will receive a toy<br>• All Bigs will receive a gift card<br>• Food<br>• Games | |
| Customized backpacks with school supplies for Littles and Bigs | $1,000 |
| End of Year Award Celebration Field Trip at local amusement park | $2,000 |
| • Transportation<br>• Admission<br>• Lunch<br>• Goodie bag<br>• Award ceremony | |

## TOTAL INVESTMENT

Only $125 per student (min. of 25 students per site)

# 2018 SCHOLARSHIP RECIPIENTS

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| BRISCOE FAMILY FOUNDATION | Noemi | Luna | $ | 350.00 | Orosi | Aubrey | Crawford | $ | 450.00 Visalia |
| | Andrew | Gonzalez | $ | 500.00 | Orosi | Diego | Ortiz | $ | 400.00 Visalia |
| | Mayra | Martinez | $ | 450.00 | Orosi | Everlee | Vang | $ | 400.00 Visalia |
| | Larissa | Belmonte Lopez | $ | 300.00 | Orosi | Ervin Joseph | Flores | $ | 400.00 Visalia |
| | Victor | Lopez | $ | 500.00 | Orosi | Justin | Medrano | $ | 500.00 Visalia |
| | Fiona | Chen | $ | 450.00 | Dinuba | Kimberly | Terry | $ | 450.00 Visalia |
| | Nayeli | Castillo Correa | $ | 550.00 | Dinuba | Mackaby | Pennington | $ | 450.00 Visalia |
| | Selena | Perez | $ | 400.00 | Dinuba | Sarah | Toomey | $ | 450.00 Visalia |
| | Cynthia | Orozco Ramirez | $ | 550.00 | Dinuba | Meghan | Chrissakis | $ | 400.00 Hanford |
| | Karen | Montes | $ | 350.00 | Dinuba | Mariah | Lopez | $ | 400.00 Selma |
| | Christian | Duran | $ | 200.00 | Dinuba | Brianna | Torres | $ | 400.00 Selma |
| | Jazleny | Maldonado-Yanez | $ | 450.00 | Sanger | Heron | Uriarte | $ | 400.00 Selma |
| | Elsie | Amador | $ | 250.00 | Sanger | Daniel | Acevedo Garcia | $ | 600.00 Selma |
| | Aide | Zambrano | $ | 250.00 | Sanger | Hannah | Mitchell | $ | 400.00 Selma |
| | Adilene | Aguilar | $ | 250.00 | Sanger | Gissell | Guzman | $ | 600.00 Selma |
| | Diana | Nong | $ | 250.00 | Sanger | Adore | Berzamina | $ | 600.00 Madera |
| | Adam | Ramos | $ | 400.00 | Visalia | Bibi Daniella | Gonzalez | $ | 500.00 Madera |
| | Jennifer | Beltran | $ | 400.00 | Madera | Aubree | Walle | $ | 500.00 Oakhurst |
| | Melissa | Gallardo | $ | 400.00 | Madera | Cassandra | Elisarraraz | $ | 400.00 Madera |
| SIERRA WAREHOUSE | | | | | | | | | |
| | Sara | Zamarripa | $ | 500.00 | Tulare | Jisselle | Garcia | $ | 500.00 Orosi |
| | Leslye | Alvarez Valencia | $ | 500.00 | Dinuba | Juan | Candelario Sandoval | $ | 500.00 Orosi |
| DESTINATION WEALTH | | | | | | | | | |
| | Isabel | Rivera | $ | 500.00 | Dinuba | Rafael | Macias-Gutierrez | $ | 500.00 Orosi |
| QUALITY TRUCKING | | | | | | | | | |
| | Adrienne | Fox | $ | 500.00 | Visalia | Angel | Nazario Carreon | $ | 500.00 Orosi |
| EMERIAN FAMILY SCHOLARSHIP | Stephanie | Hernandez | $ | 600.00 | Madera | Sarah | Giles | $ | 500.00 Visalia |
| | Jacqueline | Lopez | $ | 500.00 | Visalia | Sarah | Ghaniem | $ | 500.00 Visalia |
| | Nicholas | Seechan | $ | 500.00 | Visalia | Arianna | Pompa | $ | 500.00 Madera |

# FREQUENTLY ASKED QUESTIONS

**How long is each session for the after school program?**
Each session runs 90 minutes in length.

**What does the school need to provide?**

- Physical space to accommodate program (e.g. classroom, media room, or library)
- Space for banner to promote the program
- Referrals for after school students

**Can we use our own staff?**
Yes, if qualified, we can hire your current staff as a teacher assistant.

**How does the school select the students?**
Referrals from teachers, counselors, parents, site coordinators, principals, and/or school administrators.

**How many students can attend the program?**
Due to quality, a maximum of 25 matches is recommended for each session

**What is the process to get the program started for the Littles?**

1. Students (grades 1st-5th) are identified and referred to BBBSCC.
2. Forms are disseminated to parents/guardians to sign.
3. Referrals are contacted for reference checks (teacher, counselor, principal, and/or parents).
4. Interviews are schedule with each student (approx. 20-30 minutes).
5. Assessment and goals are conducted for each student.

**What is the process to get the program started for the Bigs?**

1. Students (freshmen, sophomores and juniors) are identified, recruited and referred to BBBSCC.
2. Forms are disseminated to parents/guardians to sign.
3. Two referrals are contacted for references (teacher, counselor, principal, and/or parents.
4. Interviews are scheduled with each potential Big (approx. 20-30 minutes).
5. Match will then be determined based on compatibility and preferences from both Bigs and Littles.

# Exhibit A-1

**CITY OF MADERA**

**Quarterly Activity Report**

**Contract Period: July 2019 to June 30, 2020**

**NAME OF ORGANIZATION:** Big Brothers Big Sisters of Central California
4047 N. Fresno Street
Fresno, CA 93726

**PROJECT TITLE:** High School Bigs Program

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

**I. CLIENT INFORMATION:**

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

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

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

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

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

# Exhibit A-1

**DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:**

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

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

| Family Size | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| Maximum Annual Income | $33,450 | $38,200 | $43,000 | $47,750 | $51,600 | $55,400 | $59,250 | $63,050 |
| Minimum Annual Income | $12,500 | $14,350 | $16,150 | $17,900 | $19,350 | $20,800 | $22,200 | $23,650 |
| Total | | | | | | | | |

**II. LONG RANGE OBJECTIVES:**

**III. SHORT RANGE OBJECTIVES:**

**IV. SPECIFIC ACTIVITIES:**

**V. OUTCOMES ACHIEVED:**

# Exhibit A-1

**ACTIVITY REPORTS ARE DUE OCTOBER 15, JANUARY 15, APRIL 15 AND JULY 15. RETURN THE REPORTS TO:**

**Jorge Antonio Rojas**
**Program Manager - Grants**
**CITY OF MADERA**
**205 West Fourth Street**
**Madera, CA 93637**
**Phone: (559) 661-3693**
**Fax: (559) 674-2972**
**Email: jrojas@cityofmadera.com**

**REPORT PREPARED BY:** _____

**Date:** _____

# Exhibit A-1

_____

Date

_____

Type of Assistance

| Ethnic Categories* | Select One |
|---|---|
| Hispanic or Latino | |
| Not-Hispanic or Latino | |
| **Racial Categories*** | **Select All that Apply** |
| American Indian or Alaska Native | |
| Asian | |
| Black or African American | |
| Native Hawaiian or Other Pacific Islander | |
| White | |
| Other | |

***Definitions of these categories may be found on the reverse side.**

_____

Signature

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

# Exhibit A-1

**INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM**

## A. General Instructions

This form is to be completed by individuals wishing to be served (applicants) in programs assisted by the Department of Housing and Urban Development.

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.

    1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

    2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

2. The five racial categories to choose from are defined below. You should check as many as apply to the individual.

    1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

    2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.

    3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."

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

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

# Exhibit B

| INCOME SOURCE | AMOUNT |
|---|---|
| CITY | $10,000 |
| UNITED WAY | 0 |
| STATE (SPECIFY) | 0 |
| FEDERAL (SPECIFY) | 0 |
| SERVICE FEES | 0 |
| FUND RAISING | 0 |
| DONATIONS | 0 |
| RESERVE/CONTINGENCY | 0 |
| OTHER (Provide Source) | 0 |
| TOTAL BUDGET | 0 |

| SALARY EXPENSES | ACCOUNT NO. | AMOUNT |
|---|---|---|
| SALARIES | 0 | 0 |
| BENEFITS | 0 | 0 |
| SERVICES & SUPPLIES | 0 | $ 10,000.00 |
| INSURANCE | 0 | 0 |
| COMMUNICATIONS | 0 | 0 |
| CONSULTANT SERVICES | 0 | 0 |
| OFFICE EXPENSES | 0 | 0 |
| OFFICE RENTAL | 0 | 0 |
| EQUIPMENT RENTAL | 0 | 0 |
| UTILITIES | 0 | 0 |
| TRAVEL (ADMIN.) | 0 | 0 |
| FOOD SUPPLIES | 0 | 0 |
| CONTRACTS | 0 | 0 |
| TRANSPORTATION | 0 | 0 |
| FUND RAISING | 0 | 0 |
| TOTAL | | $ 10,000.00 |

# Exhibit C

## COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

EXHIBIT C

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

# Exhibit D

**U.S. Department of Housing and Urban Development**
COMMUNITY PLANNING AND DEVELOPMENT

**Special Attention of:**
All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice CPD- 00-10

Issued: December 26, 2000
Expires: December 26, 2001

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**Subject:** Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

## I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

### Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

## II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

Distribution: W-3-1

Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. (24 CFR §8.3) For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

**Non-housing Programs**

**New Construction** -- Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

**Alterations to facilities** -- Part 8 requires to the maximum extent feasible, that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

**Existing non-housing facilities** - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. (24 CFR §8.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. 24 CFR §8.21(c)(1) Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program. (24 CFR §8.21(c)(iii))

**Historic Preservation** - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property, However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

**Accessibility Standards**

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement, however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

**Employment**

Section 504 also prohibits discrimination based upon disability in employment. See 24 CFR Part 8, Subpart B.

**Section 504 Self Evaluations**

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. However, self-evaluation continues to be an excellent management tool for ensuring that a recipient's current policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.

- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)

- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.

- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

## III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

**Title I** prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

**Title II** prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections . Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at **www.usdoj.gov/crt/ada/taprog.htm,** and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY).** The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

**Title III** prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

## IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

## V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page **(http://www.hud.gov/fhe/504/sect504.html).** Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

| | CPD | FHEO |
|---|---|---|
| **Boston, MA** | 617 565-5345 | 617 565-5310 |
| **Hartford, CT** | 806 240-4800 x3059 | 860 240-4800 |
| **New York, NY** | 212 264-0771 x3422 | 212 264-1290 |
| **Buffalo, NY** | 716 551-5755 x5800 | 716 551-5755 |
| **Newark, NJ** | 973 622-7900 x3300 | 973 622-7900 |
| **Philadelphia, PA** | 215 656-0624 x3201 | 215 656-0661 |
| **Pittsburgh, PA** | 412 644-2999 | 412 355-3167 |
| **Baltimore, MD** | 410 962-2520 x3071 | 410 962-2520 |
| **Richmond, VA** | 804 278-4503 x3229 | 804 278-4504 |
| **Washington, DC** | 202 275-0994 x3163 | 202 275-0848 |
| **Atlanta, GA** | 404 331-5001 x2449 | 404 331-1798 |
| **Birmingham, AL** | 205 290-7630 x1027 | 205 290-7630 |
| **South Florida** | 305 536-4431 x2223 | 305 536-4479 |
| **Jacksonville, FL** | 904 232-1777 x2136 | 904 232-1777 |
| **San Juan, PR** | 787 766-5400 x2005 | 787 766-5400 |
| **Louisville, KY** | 502 582-6163 x214 | 502 582-6163 x230 |
| **Jackson, MS** | 601 965-4700 x3140 | 601 965-4700 x2435 |
| **Knoxville, TN** | 865 545-4391 x121 | 865 545-4379 |
| **Greensboro, NC** | 336 547-4005 | 336 547-4050 |
| **Columbia, SC** | 803 765-5564 | 803 765-5936 |
| **Chicago, IL** | 312 353-1696 x2702 | 312 353-7776 |
| **Minneapolis, MN** | 612 370-3019 x2107 | 612 370-3185 |

# Exhibit D

| | | |
|---|---|---|
| **Detroit, MI** | 313 226-7908 x8055 | 313 226-6280 |
| **Milwaukee, WI** | 414 297-3214 x8100 | 414 297-3214 |
| **Columbus, OH** | 614 469-5737 x8240 | 614 469-5737 x8170 |
| **Indianapolis, IN** | 317 226-6303 x6790 | 317 226-7654 |
| **Little Rock, AK** | 501 324-6375 | 501 324-6296 |
| **Oklahoma City, OK** | 405 553-7569 | 405 553-7426 |
| **Kansas City, KS** | 913 551-5485 | 913 551-5834 |
| **Omaha, NE** | 402 492-3181 | 402 492-3109 |
| **St. Louis, MO** | 314 539-6524 | 314 539-6327 |
| **New Orleans, LA** | 504 589-7212 x3047 | 504 589-7219 |
| **Fort Worth, TX** | 817 978-5934 x5951 | 817 978-5870 |
| **San Antonio, TX** | 210 475-6820 x2293 | 210 475-6885 |
| **Albuquerque, NM** | 505 346-7271 x7361 | 505 346-7327 |
| **Denver, CO** | 303 672-5414 x1326 | 303 672-5437 |
| **San Francisco, CA** | 415 436-6597 | 415 436-6569 |
| **Los Angeles, CA** | 213 894-8000 x3300 | 213 894-8000 x3400 |
| **Honolulu, HI** | 808 522-8180 x264 | 808 522-8180 |
| **Phoenix, AZ** | 602 379-4754 | 602 379-6699 5261 |
| **Seattle, WA** | 206 220-5150 x3606 | 206 220-5170 |
| **Portland, OR** | 503 326-7018 | 503 326-3349 |
| **Manchester, NH** | 603 666-7640 x7633 | |
| **Anchorage, AK** | 907 271-3669 | |
| **Houston, TX** | | 713 313-2274 |

Distribution: W-3-1

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2019/2020 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES ($10,000) WITH DOORS OF HOPE**

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The City Council approves a 2019/2020 Community Development Block Grant Agreement for Services with Doors of Hope in the amount of $10,000.

2. A copy of the Agreement is attached hereto as Exhibit 1.

3. The Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.

4. The City Clerk is hereby authorized and directed to forward a copy of this Resolution to the Grant Administrator.

5. This resolution is effective upon written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2019/2020 Action Plan approval.

6. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

* * *

**Exhibit 1**

**Door of Hope to**

**Provide Services for Pregnancy Care,**

**Counseling and Parent Education ($10,000)**

# AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

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

PARTIES:

The City of Madera, hereafter referred to as "CITY", and Doors of Hope, hereafter referred to as the "CONTRACTOR."

RECITALS:

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

WHEREAS, the Madera City Council has determined a program to provide services for practical, emotional and spiritual support, free pregnancy tests, parenting classes, anger management and counseling/mentoring, and to hire a full-time, Bilingual staff member and cover the cost of salary, payroll taxes and workman's compensation insurance is eligible for funding under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to establishing a partnership with the community to be progressive in nurturing a sense of community and contributing to community wellness; and

WHEREAS, the CONTRACTOR has submitted a project plan and budget consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the CITY Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

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

2. Funding and Method of Payment

a. Compensation

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

The total obligation of the CITY under this Agreement shall not exceed $10,000 in fiscal year 2019/2020. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The CONTRACTOR shall disclose in all public information its funding source.

c. Lobbying Activity

The CONTRACTOR shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The CONTRACTOR shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The CONTRACTOR shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of Community Development Block Grant funds.

Program Income

CONTRACTOR shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to CITY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to CITY.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2019 and shall end its performance June 30, 2020, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

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

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

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. Reports/Required Notifications

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

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

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

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

c. CDBG Reporting Requirements

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

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

8. Assignment

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

9. Subcontracts

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

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

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

10. Conflict of Interest

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

11. Discrimination

a. Eligibility for Services

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

denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The CONTRACTOR's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. CONTRACTOR shall comply with requirements set forth in Exhibit D, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

12. Termination

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

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the CITY hereunder constitute a waiver by the CITY of any breach of this Agreement or any default which may then exist on the part of the

CONTRACTOR, nor shall such payment impair or prejudice any remedy available to the CITY with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the CITY may, in its sole discretion, immediately suspend or terminate this Agreement.

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

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

13. Amendments

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

14. Administration

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

15. Evaluation

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

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

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

16. Governing Law

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

17. Reversion of Assets

The CONTRACTOR must obtain prior written approval from the CITY whenever there is any

modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR shall reimburse the CITY in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the CITY of these obligations.

18. Breach of Agreement

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

19. No Third-Party Beneficiaries

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

20. Indemnification

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

Contractor shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

21. Entire Agreement

This Agreement constitutes the entire agreement between CONTRACTOR and CITY with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

22. Insurance Requirements for Service Providers

Without limiting Service Provider's indemnification of City, and prior to commencement of Work, Service Provider shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Service Provider shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Service Provider shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, it's officers, agents, employees, and volunteers.

Maintenance of Coverage

Service Provider shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in

connection with the performance of the Work hereunder by Service Provider, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Service Provider shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes

of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Service Provider.

Notice of Cancellation

Service Provider agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

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

Additional Insurance

Service Provider shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

23. Violation of Federal Rules and Regulations

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

**CITY OF MADERA:**

By: _____
Andrew J. Medellin, Mayor

Date: _____

**DOORS OF HOPE**

By: Linda Garner
Linda Garner, Founder/President of the Board of Directors

Date: 8/1/19

**ATTEST:**

By: _____
Claudia Mendoza, Interim City Clerk

Date: _____

**APPROVED AS TO LEGAL FORM:**

By: _____
Hilda Cantu, Interim City Attorney

Date: _____

# Exhibit A

DOORS OF HOPE
Parenting & Pregnancy Center

Key Staff Narrative And Project Manager

Name: Linda J. Garner

Position: Founder and Executive Director

Education: High School Diploma
Training: Peer/Advocate Counselor
Certified Overcoming Adverse Childhood Experiences Instructor
Certified Pastoral Counselor
Critical Incident Stress Management/Individual Crisis Intervention
Support Personnel

Employment History:

- Secretary for local State Farm Insurance office (13 years)
- Executive Secretary for Regional Manager of Jostens Class Ring Company (13 years)
- Church Administrator for Believers Church of Madera (14)
- 2003 - present / Established non-profit: Doors Of Hope Pregnancy Care Center

Executive Director duties are:

- Oversee daily function of Doors Of Hope
- Recruit, interview and hire all employees
- Delegate clerical jobs based on priority, staff and volunteers' skills
- Prepare and distribute training materials for staff and volunteers
- Design and print brochures for clients and local events
- Attend local events; school fairs, health & job fairs, college campus events
- Prepare presentations for organizations, groups
- Prepare and edit newsletter and send bulk mail
- Generate client services when requested
- Prepare all monthly and quarterly reports for Board and Advisory Board
- Shop for all supplies
- Plan and prepare all staff meetings and events
- Oversee financial reports and record keeping
- Attend all Regional Directors Meetings... host one meeting per year

Personal/Family Info:

- Married/Spouse – Lloyd L. Garner (54 years)
- Two children – Son, Gregory L. Garner, Daughter, Donna Lynn Atherton
- Live long resident of Madera
- Foster Parent

# Exhibit A

DOORS OF HOPE
Parenting & Pregnancy Center

**Key Staff Narrative**

Name: Deborah J. Holiday

Position: Client Services Director, Front Office Manager and Client Advocate

Education: High School Proficiency Diploma

Special Education/Training:

- Trained Peer Counselor/Advocate
- Certified Anger Management Special – 1 with National Anger Management Association
- Certified ACE/Overcoming Adverse Childhood Experiences Instructor
- Celebrate Recovery Group Leader
- Certified Pastoral Counselor

Duties:

- Key client Advocate/counselor
- Prepare class material for clients
- Develop new programs for clients
- Advise Ex. Director of needed materials
- Oversee receptionist and volunteers
- Prepare intake forms for clients
- Input client data and prepare reports for Ex. Director
- Oversee daily function of front office
- Assist with community events
- Option counseling and oversight of client's self-administered pregnancy test

# Exhibit A

## SPONSORING AGENCY MANAGEMENT

**CORPORATION DIRECTORS:**

How often does the Board meet? ___**2/3 meetings per year**_____

What was the average number of Board members attending meetings last year?
_____**4**_____

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

___**3**_____ Minimum ___**5**_____ Maximum

Please provide the following information:

Date of Incorporation: ___**May 21, 2003**_____

IRS Employer Number: _____**EIN# 42-1593588**_____

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

**FINANCIAL:**

How often are financial records audited, and by whom? ___**N/A**_____

Are the treasurer and/or other financial officers bonded? ___**NO**_____

If so, for how much? ____**N/A**_____

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

_____**NONE**_____

List any outstanding obligations:

_____**NONE**_____

# Exhibit A

**RESOLUTION/CERTIFICATION:**

We, the Board of Directors of **Doors Of Hope Pregnancy Care Center** do hereby resolve that on **March 8**, 2019, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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

Dated: **March 7, 2019**

AGENCY NAME: **Doors Of Hope Pregnancy Care Center**

ADDRESS: **500 E. Almond Ave, Suite 5A, Madera, CA** 93637

TELEPHONE: **559-662-8629**

By: _____
President of the Board of Directors

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

By: _____ Date: March 8, 2019

**RETURN THIS ORIGINAL TO:**

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

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

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

**PART 2. For the following, submit your responses below each discussion item and question and follow these instructions. •Use 12-point font. •Do not exceed four, single-sided, single-spaced pages and do not alter the margins.**

**SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED:**

**64% of Madera residents are at or below the poverty line with 48% being women living alone with children, while males make up only 4.8%. Seventy-eight percent (78%) of our client are below the poverty line and are unable to obtain required classes. This has hindered them from obeying court orders or DSS family plans. Causing a delay in getting their children out of foster care or losing them all together.**

**Three fourths of our clients are required to participate in classes by Family Court Services, DSS/CPS, Probation/Parole. Since many of these classed are not offered in Madera, clients must obtain them in surrounding cities, costing an average of $300 to $500 each, which is a burden for many.**

**Add to this, the State's effort to reduce the inmate population, the judicial system will be referring offenders to programs such as Anger Management in lieu of incarceration. We expect an increase for our services. The funds applied for will help Doors of Hope expand services to those in need. Doors Of Hope has continued to serve those in need within the Madera community since 2003 free of charge and desire to continue.**

**(Sources of data: US Census Bureau,CitiesV2017, City-Data.com, DataUSA.com)**

**EXISTING SERVICES: There are other agencies offering services however cost to client often prohibits their participation.**
**Other agencies:**

- **Madera Action Committee – offers group classes only, must be referred or have child in Head Start program. Various fees**
- **First 5 Family resource – offers classes only to parents with child(s) 0-5 years**
- **HEALP – offers group classes only, however fees are out of reach for many.**

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

- **No Cost for services – No referral required**
- **Classes in English and Spanish languages**
- **No group classes, individual classes/sessions one-on-one**
- **Can start any time, no waiting for next group session to begin**
- **Anger Management classes led by a Certified Anger Management Specialist-1**
- **Peer Counseling and ACE Overcovers counseling led by Certified Instructors**

**Doors Of Hope offers all services to both male and female clients; married couples, single parents, separated/divorced parents. Services offered include; practical support beginning with a free pregnancy test, prenatal/child development education and parenting classes. Parenting classes for parent(s) with children 4-17, Co-parenting classes, giving**

**separated/divorced parents the skills to communicate, ending continuing conflict and learning to "put children first". Emotional support by caring, compassionated peer counselors/advocates.**

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

**All clients complete a detailed request for services form, showing personal information and his/her need and is followed up with weekly notes/charting and exist form. All information is transferred to online data program for weekly, monthly and annual statistical reporting. See attached forms: Request For Services Intake form, Exit form.**

Which National Objective does your program meet?

**Doors Of Hope meets National Objective #____1_____**

- **Benefits low income families (and homeless) with the skills to be better parents**
- **Benefits parents whose children are in foster care, reuniting families**
- **Single moms/dads learn life skills needed to stabilize households**
- **Creates safer homes for children, helping parents learn new disciplining skills**
- **Parents receive education to handle family violence and personal anger management skills**

Which measurable objectives does your program meet?

**Doors Of Hope:**

- **Increase in low income families receiving services**
- **Number of families reuniting with children from foster care system**
- **Increase in total clients, no one being denied services**

How will your program meet its goals in one year?

**Doors Of Hope will meet its goals by providing:**

- **Adding female advocate to paid staff to daily schedule**
- **Adding male advocate to paid staff daily schedule**
- **Adding Bilingual (Spanish/English) paid advocate available daily for all Hispanic clients**
- **Providing evening classes three nights per week for working clients**

What financial resources, other than City are available for this program? **None at this time.**

Have applications for other funds been submitted? **NO**
Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

Describe in detail all proposed plans for fund raising for this program. What is the projected net

income from fund raising? If net fund raising is not increasing, please explain (be specific).

**None, not enough staff, volunteers or time to plan outside fund raising events beyond Annual Baby Bottle Campaign.**

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

**Doors Of Hope did not seek public input. However, increase in client referrals from local agencies, shows the growing need in our community.**

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

**N/A**

When there is an overflow of clients, how is it determined whom to serve?

**Doors of Hope makes every effort to serve all that come to the Center. Clients are encouraged to make appointments, but walk-ins and emergencies are worked into the day's schedule if possible.**

Discuss your program's/project's successes.

**Doors of Hope Successes include but not limited to:**

- **Increase in services – to more than a pregnancy test and basic parenting education.**
- **Anger Management services for parents and non-parents within community.**
- **Referrals from local agencies have increased.**
- **Clients continue to attend classes after mandated class is completed.**
- **Partnered with Madera Health Department, distributing Baby Boxes to expectant mothers. Mothers receive their baby box after participating in a educational class on SIDs. This is on-going project.**
- **Partnered with Shugar Soap Company during their "Clean Hands" campaign, distributing 700 pounds of soap to clients during their visits.**
- **Worked with the National Pajama Project, receiving new pajamas and books for children sizes NB – 5T. Project's goal is to encourage parents to set bed times routines and read to their child.**
- **Two marriages reunited after completing Co-parenting classes.**
- **Training for key advocates, receiving certification in Anger Management, ACE Instruction and Pastoral Counseling.**

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

**Since 2011– 2016 Doors Of Hope has only increased in our areas of service and client numbers.**

- **Increasing client numbers: 2011/312, 2012/357, 2013/381, 2014/427, 2015/382, 2016/413**
- **Received "Hands On Hero" Awards three years in a row; 2013, 2014, 2015 from First 5 of Madera County**

**Services added:**

- **Anger Management classes**
- **Co-Parenting classes**
- **Strengthening Families Program**
- **Distribution of Baby Boxes**

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

**Doors Of Hope will provide**

- **Continue to use data tracking of client's visits and class completion**
- **New and updated class materials and curriculum.**
- **Continue to search and purchase class curriculum in the Spanish language for our Hispanic clients.**
- **Require continuing education and training for staff over the course of the year via onsite instructors, videos or online courses.**

# Exhibit A

## REFERENCES

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

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

Was your experience working with this agency successful?

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

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

| Name | Title | Company/Agency | Phone | Email Address |
|---|---|---|---|---|
| Sally Moreno | District Attorney | Madera Cty. District Attorney Office | 559-675-7703 | sally.moreno@maderacounty.com |
| Anna Moradian | Family Court Services | Superior Court of California | 559-416-5560 | anna.moradian@madera.courts.ca.gov |
| Sylvia Stratford | PHN2/RN Perinatal Coordinator | Madera County Health Depart. | 559-675-7893 | sylvia.stratford@maderacounty.com |

Exhibit A

# CONFIDENTIAL REQUEST FOR SERVICES INTAKE

**DOORS OF HOPE**

**Have you previously been seen at Doors of Hope? If yes, please notify receptionist before completing form.**



**Name** _____ **Date** _____

**Services (for women & men)** ☐Check if class is required by DSS/CPS or Family Court or Other

☐Parenting Classes ☐ Co-Parenting Classes ☐Anger Management Classes
☐ACE Overcomers Counseling ☐Abstinence and STI Education ☐Abortion Procedures Edu.
☐Free Self-Administered Pregnancy Test ☐Adoption Info & Referrals
☐Material Resources & Referrals ☐Personal Peer Counseling/Mentoring

**CONTACT INFORMATION (please print clearly)**

☐ FEMALE ☐MALE Date of Birth ____/_____/____ Current Age _____

First Name _____ Last Name _____

Phone Number (_____)_____Email _____

Street Address _____City _____State _____

Best way to contact you? ☐Call or Text ☐Email ☐ DO NOT CONTACT ME

**DEMOGRAPHIC INFORMATION** (For statistical purposes only) **Please answer each question.**

**ETHNIC BACKGROUND/RACE:** ☐African American ☐Asian/Pacific ☐Caucasian/White
☐East Indian ☐Hispanic/Latin American ☐ Native American ☐Other _____

**MARITAL STATUS:** Are you legally Married to your partner? ☐YES ☐NO
☐In Committed Relationship ☐Single ☐Engaged ☐Separated ☐Divorced ☐Other_____

**LIVING ARRANGEMENTS:** I Live With: ☐My Husband/Wife ☐My Boy/Girlfriend ☐Alone
☐With My Children ☐With Parent ☐Relatives ☐Group/Sober Home/Shelter ☐Homeless

**EDUCATION - ARE YOU CURRENTLY ATTENDING SCHOOL?** ☐YES ☐NO
If yes... Where? ☐Middle School ☐High School ☐College ☐Trade School

**SOURCE OF INCOME:** ☐NONE ☐JOB ☐Unemployment ☐TANF/SSI ☐Dependent
☐Child Support

**INCOME LEVEL:** ☐$0-$14,000 ☐$15, - $29,000 ☐$30-$44,000 ☐$45,-$59,000 ☐$60,000+

**HEAD OF HOUSEHOLD:** ☐Myself ☐Other _____

*I HAVE READ AND UNSERSTAND ALL STATEMENTS, LIMITATIONS OF SERVICES ON THIS FORM (front & back) AND WILLFULLY REQUEST HELP AND ASSISTANCE FROM DOORS OF HOPE. I ALSO UNDERSTAND THE NEED FOR PRIVACY AND AGREE THAT I WILL TURN OFF ANY AND ALL ELECTRONIC RECORDING DVICES (SUCH AS MY CELL PHONE) DURING MY TIME IN THE DOH FACILITY.* ***(Read back page before signing!)***

***Client Signature*** _____ ***Date*** _____

Exhibit A

Client: _____
___/___/17 ID Copy ☐
Advocate: _____

**EXIT FORM**
**FORMA DE SALIDA**

**Doors of Hope Pregnancy Resource Center**

Please take a moment to help Doors of Hope Pregnancy Resource Center enhance its service to our clients. Your opinion matters to us and your insights may benefit future clients. Thank you for your time and honesty in this matter.

Por favor tome un momento para ayudar Doors of Hope Pregnancy Resource Center mejorar nuestro servicio a nuestros clientes. Nos importa su opinión y sus ideas pueden beneficiar a futuros clientes. Gracias por su tiempo y honestidad en este asunto.

| Name _____ Nombre | Circle One Circulo Uno | |
|---|---|---|
| 1. Did your Client Advocate seem interested and sensitive to you and your needs? ¿Le parecio nuestro representante interesado y sensible a usted y a sus necesidades? | **Yes/Sí** | **No** |
| 2. Were the Center's services helpful to you? ¿Fueron los servicios del centro útil? | **Yes/Sí** | **No** |
| 3. Were you provided information and/or materials regarding your needs or situation? ¿Se le dio información y materiales sobre sus necesidades o situación? | **Yes/Sí** | **No** |
| 4. Did you feel free to talk about personal issues? ¿Se sintió libre para hablar de asuntos personales? | **Yes/Sí** | **No** |
| 5. Would you recommend our facility and services to others? ¿Recomendaría nuestro centro y servicios a los demás? | **Yes/Sí** | **No** |

Comments, suggestions: Comentarios:

*Client's Signature* _____ Date _____
*Firma de Cliente* Fecha

**FOR OFFICE USE ONLY USO DE OFICINA SOLAMENTE**
Seen by _____
On _____/_____/_____

**Doors of Hope Pregnancy Resource Center**
**500 E. Almond Ave., Suite 5A**
**Madera, CA 93637**

# Exhibit A

DOORS OF HOPE
Parenting & Pregnancy Center

## Partnerships Projects

Madera County Health Department >
Distribution of 65 Baby Boxes
(on going project)



Home Depot "Christmas Project" for >
Client and family.



Shugar Soap Company
Distribution of 700 pounds of soap >



National Pajama Program
Distributing pajamas and books >

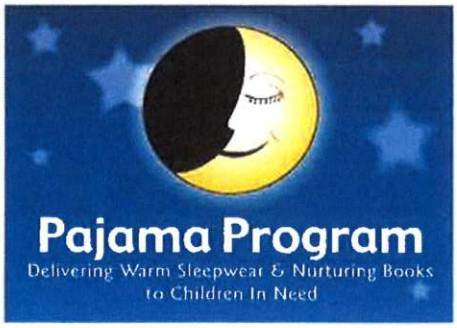


Exhibit A

# Center Overview

Visits Between 1/1/2011 and 12/31/2011

| Title | Count | Percent |
|---|---|---|
| **Clients** | | |
| **Total** | | |
| Distinct Clients | 312 | |
| New Clients | 239 | |
| Repeat Clients | 73 | |
| All Client Visits | 1190 | |
| Female Clients | 285 | |
| Male Clients | 5 | |
| Unknown Clients | 22 | |

# Center Overview

Visits Between 1/1/2012 and 12/31/2012

| Title | Count | Percent |
|---|---|---|
| **Clients** | | |
| **Total** | | |
| Distinct Clients | 357 | |
| New Clients | 260 | |
| Repeat Clients | 97 | |
| All Client Visits | 1628 | |
| Female Clients | 311 | |
| Male Clients | 31 | |
| Unknown Clients | 15 | |

# Center Overview

Visits Between 1/1/2013 and 12/31/2013

| Title | Count | Percent |
|---|---|---|
| **Clients** | | |
| **Total** | | |
| Distinct Clients | 381 | |
| New Clients | 254 | |
| Repeat Clients | 127 | |
| All Client Visits | 1821 | |
| Female Clients | 360 | |
| Male Clients | 21 | |
| Unknown Clients | 0 | |

Exhibit A

# Center Overview

Visits Between 1/1/2014 and 12/31/2014

| Title | Count | Percent |
|---|---|---|
| **Clients** | | |
| **Total** | | |
| Distinct Clients | 427 | |
| New Clients | 266 | |
| Repeat Clients | 161 | |
| All Client Visits | 2026 | |
| Female Clients | 400 | |
| Male Clients | 22 | |
| Unknown Clients | 5 | |

# Center Overview

Visits Between 1/1/2015 and 12/31/2015

| Title | Count | Percent |
|---|---|---|
| **Clients** | | |
| **Total** | | |
| Distinct Clients | 382 | |
| New Clients | 211 | |
| Repeat Clients | 171 | |
| All Client Visits | 1822 | |
| Female Clients | 329 | |
| Male Clients | 53 | |
| Unknown Clients | 0 | |

# Center Overview

Visits Between 1/1/2016 and 12/31/2016

| Title | Count | Percent |
|---|---|---|
| **Clients** | | |
| **Total** | | |
| Distinct Clients | 413 | |
| New Clients | 247 | |
| Repeat Clients | 166 | |
| All Client Visits | 2385 | |
| Female Clients | 321 | |
| Male Clients | 92 | |
| Unknown Clients | 0 | |

# Exhibit A

# Center Overview

Visits Between 1/1/2018 and 12/31/2018

| Title | Count | Percent |
|---|---|---|
| **Clients** | | |
| **Total** | | |
| Distinct Clients | 360 | |
| New Clients | 201 | |
| Repeat Clients | 159 | |
| All Client Visits | 2176 | |
| Female Clients | 265 | |
| Male Clients | 94 | |
| Unknown Clients | 1 | |
| **New Cases by Initial Intentions** | | |
| Abortion | 2 | |
| N/A | 148 | |
| NONE | 18 | |
| Parent | 56 | |
| Undecided | 3 | |
| **Pregnancy Tests** | | |
| **All Tests** | | |
| Total | 82 | |
| **Initial Assessment** | | |
| Abortion Minded | 2 | 2.4% |
| Abortion-Vulnerable | 1 | 1.2% |
| Likely to Carry | 10 | 12.2% |
| Not Obtained | 69 | 84.1% |
| **Positive** | | |
| Total Positive | 57 | |
| Assessed Not Obtained, Current Intentions Now: Abortion | 1 | |
| Assessed Likely to Carry, Current Intentions Now: Baby born: full term | 2 | |
| Assessed Not Obtained, Current Intentions Now: Baby born: full term | 12 | |
| Assessed Not Obtained, Current Intentions Now: Baby born: multiple births | 1 | |
| Assessed Not Obtained, Current Intentions Now: Graduated | 1 | |
| Assessed Not Obtained, Current Intentions Now: N/A | 8 | |

# Center Overview

Visits Between 1/1/2018 and 12/31/2018

| Title | Count | Percent |
|---|---|---|
| Assessed Not Obtained, Current Intentions Now: N/A. | 1 | |
| Assessed Likely to Carry, Current Intentions Now: Parent | 6 | |
| Assessed Not Obtained, Current Intentions Now: Parent | 25 | |
| **Positive by Initial Assessment** | | |
| Likely to Carry | 8 | 14.0% |
| Not Obtained | 49 | 86.0% |
| **Negative** | | |
| Total Negative | 21 | |
| Abortion Minded | 1 | 4.8% |
| Abortion-Vulnerable | 1 | 4.8% |
| Likely to Carry | 2 | 9.5% |
| Not Obtained | 17 | 81.0% |
| **Inconclusive** | | |
| Total Inconclusive | 4 | |

## Babies Born

**Birthdate within the selected Date Range**

| | | |
|---|---|---|
| Total Babies Born | 20 | |

**Babies Born by Initial Assessment**

| | | |
|---|---|---|
| Likely to Carry | 2 | 10.0% |
| Not Obtained | 18 | 90.0% |

## At-Risk Clients

**At-Risk Clients who VISITED for any reason during this timeframe, and have recorded a POSITIVE test at SOME TIME in the past**

| | | |
|---|---|---|
| Total Distinct | 1 | |
| Total At-Risk Clients Carrying | 1 | 100.0% |
| Total At-Risk Clients Carrying that HAD an ULTRASOUND | 0 | 0.0% |

# Center Overview

Visits Between 1/1/2018 and 12/31/2018

| Title | Count | Percent |
|---|---|---|
| **Ultrasounds** | | |
| Initial | 0 | |
| Repeat | 0 | |
| Total | 0 | |
| At-Risk Clients receiving Ultrasounds | 0 | |
| Abdominal Scan | 0 | |
| Transvaginal Scan | 0 | |
| **Prenatal Vitamins** | | |
| Total Dispensed | 0 | |
| **STDs** | | |
| **STD Test Clients** | | |
| Total | 0 | |
| Female | 0 | 0.0% |
| Male | 0 | 0.0% |
| Positive | 0 | 0.0% |
| Positive STD Test and Positive Pregnancy Test | 0 | 0.0% |
| **Spiritual / Religious** | | |
| **Discussion** | | |
| Gospel Presented Visit Count | 17 | |
| Gospel Presented Client Count | 17 | 4.7% |
| Spiritual Discussion Visit Count | 1718 | |
| Spiritual Discussion Client Count | 304 | 84.4% |
| **Decisions** | | |
| Made a new profession of faith | 20 | |
| Rededicated life to Christ | 11 | |
| **Spiritual Beliefs** | | |

# Center Overview

Visits Between 1/1/2018 and 12/31/2018

| Title | Count | Percent |
|---|---|---|
| No | 127 | 35.3% |
| Yes | 233 | 64.7% |
| **Religious Preference** | | |
| Atheist | 1 | 0.3% |
| Catholic | 149 | 41.4% |
| Jehovah's Witness | 5 | 1.4% |
| Jewish | 1 | 0.3% |
| Muslim | 1 | 0.3% |
| None | 19 | 5.3% |
| Other | 11 | 3.1% |
| Protestant | 88 | 24.4% |
| Unknown | 84 | 23.3% |
| Wicca | 1 | 0.3% |

## Client Demographics

| | | |
|---|---|---|
| **Age of Clients (as of CASE INITIATED DATE)** | | |
| Under 15 | 4 | 1.1% |
| 15-19 | 26 | 7.2% |
| 20-24 | 67 | 18.6% |
| 25-29 | 84 | 23.3% |
| 30+ | 172 | 47.8% |
| Unknown Age | 7 | 1.9% |
| **Ethnic Makeup** | | |
| African American | 9 | 2.5% |
| Asian/Pacific Islander | 4 | 1.1% |
| Caucasian | 50 | 13.9% |
| Hispanic/Latin American | 283 | 78.6% |
| Multi-racial | 1 | 0.3% |
| Native American | 5 | 1.4% |
| Other | 2 | 0.6% |
| Unknown | 6 | 1.7% |
| **Marital Status** | | |
| Cohabitating | 66 | 18.3% |
| Divorced | 26 | 7.2% |

Exhibit A

# Center Overview

Visits Between 1/1/2018 and 12/31/2018

| Title | Count | Percent |
|---|---|---|
| Engaged | 13 | 3.6% |
| Married | 94 | 26.1% |
| Separated | 17 | 4.7% |
| Single | 124 | 34.4% |
| Unknown | 19 | 5.3% |
| Widowed | 1 | 0.3% |
| **Geographic Location By County** | | |
| Chowchilla | 2 | 0.6% |
| Fresno | 8 | 2.2% |
| Madera | 273 | 75.8% |
| Other | 1 | 0.3% |
| Unknown | 76 | 21.1% |
| **Referral** | | |
| **Source** | | |
| Church | 16 | 4.4% |
| Dr., Hosp, clinic | 10 | 2.8% |
| Friend or relative | 119 | 33.1% |
| Government Agency | 127 | 35.3% |
| Internet | 19 | 5.3% |
| Love Inc | 2 | 0.6% |
| Newspaper | 1 | 0.3% |
| Other | 15 | 4.2% |
| Planned Parenthood | 5 | 1.4% |
| Sign | 7 | 1.9% |
| Unknown | 38 | 10.6% |
| Walk In | 1 | 0.3% |
| **Contraception** | | |
| **Using** | | |
| Total | 16 | 4.4% |
| **Type** | | |
| Birth Control Pill | 1 | 6.3% |

Exhibit A

# Center Overview

Visits Between 1/1/2018 and 12/31/2018

| Title | Count | Percent |
|---|---|---|
| Condom | 2 | 12.5% |
| depo-provera (3 month shot) | 2 | 12.5% |
| lunelle (1 month shot) | 1 | 6.3% |
| patch | 3 | 18.8% |
| Unknown | 8 | 50.0% |

## History

**Prior Abortions**

| | | |
|---|---|---|
| One | 13 | 3.6% |
| Two or more abortions | 5 | 1.4% |

# Exhibit A-1

**CITY OF MADERA**

**Quarterly Activity Report**

**Contract Period: July 2019 to June 30, 2020**

**NAME OF ORGANIZATION:** **Doors of Hope**
**500 E. Almond Avenue, Suite 5A**
**Madera, CA 93637**

**PROJECT TITLE:** **Building Better Parents Program**

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

**I. CLIENT INFORMATION:**

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

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

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

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

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

# Exhibit A-1

**DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:**

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

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

| Family Size | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| Maximum Annual Income | $33,450 | $38,200 | $43,000 | $47,750 | $51,600 | $55,400 | $59,250 | $63,050 |
| Minimum Annual Income | $12,500 | $14,350 | $16,150 | $17,900 | $19,350 | $20,800 | $22,200 | $23,650 |
| Total | | | | | | | | |

**II. LONG RANGE OBJECTIVES:**

**III. SHORT RANGE OBJECTIVES:**

**IV. SPECIFIC ACTIVITIES:**

**V. OUTCOMES ACHIEVED:**

# Exhibit A-1

**ACTIVITY REPORTS ARE DUE OCTOBER 15, JANUARY 15, APRIL 15 AND JULY 15. RETURN THE REPORTS TO:**

**Jorge Antonio Rojas**
**Program Manager - Grants**
**CITY OF MADERA**
**205 West Fourth Street**
**Madera, CA 93637**
**Phone: (559) 661-3693**
**Fax: (559) 674-2972**
**Email: jrojas@cityofmadera.com**

**REPORT PREPARED BY:** _____

**Date:** _____

# Exhibit A-1

_____

Date

_____

Type of Assistance

| Ethnic Categories* | Select One |
|---|---|
| Hispanic or Latino | |
| Not-Hispanic or Latino | |
| **Racial Categories*** | **Select All that Apply** |
| American Indian or Alaska Native | |
| Asian | |
| Black or African American | |
| Native Hawaiian or Other Pacific Islander | |
| White | |
| Other | |

***Definitions of these categories may be found on the reverse side.**

_____

Signature

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended,

# Exhibit A-1

the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

# Exhibit A-1

**INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM**

## A. General Instructions

This form is to be completed by individuals wishing to be served (applicants) in programs assisted by the Department of Housing and Urban Development.

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.

    1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

    2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

2. The five racial categories to choose from are defined below. You should check as many as apply to the individual.

    1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

    2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.

    3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."

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

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

Exhibit B

**Doors Of Hope Parenting & Pregnancy Center**

# Revised Budget for:
# 2019-2020 CDBG

| Income Source | Amount |
|---|---|
| Madera City/CDBG Funds | $10,000.00 |
| | |
| Total Income | $10,000.00 |

| Expenses | Account No. | Amount |
|---|---|---|
| Rent | 5705 | $6,400.00 |
| Office Supplies | 5430 | $2,600.00 |
| Staff Training | | $1,000.00 |
| | | |
| Total Expenses | | $10,000.00 |

*Note: Rent is $800.00 per month

Submitted by: Linda Garner, Director
6/6/2019

# Exhibit C

## COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

EXHIBIT C

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

# Exhibit C

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

# Exhibit D

**U.S. Department of Housing and Urban Development**
COMMUNITY PLANNING AND DEVELOPMENT

**Special Attention of:**
All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice CPD- 00-10

Issued: December 26, 2000
Expires: December 26, 2001

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**Subject:** Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

## I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

### Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

## II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

Distribution: W-3-1

Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. (24 CFR §8.3) For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

**Non-housing Programs**

**New Construction** -- Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

**Alterations to facilities** -- Part 8 requires to the maximum extent feasible, that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

**Existing non-housing facilities** - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. (24 CFR §8.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. 24 CFR §8.21(c)(1) Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program. (24 CFR §8.21(c)(iii))

**Historic Preservation** - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property, However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

**Accessibility Standards**

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement, however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

**Employment**

Section 504 also prohibits discrimination based upon disability in employment. See 24 CFR Part 8, Subpart B.

**Section 504 Self Evaluations**

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. However, self-evaluation continues to be an excellent management tool for ensuring that a recipient's current policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.

- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)

- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.

- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

## III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

**Title I** prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

# Exhibit D

**Title II** prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections . Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at **www.usdoj.gov/crt/ada/taprog.htm,** and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY).** The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

**Title III** prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

## IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

## V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page **(http://www.hud.gov/fhe/504/sect504.html).** Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

| | CPD | FHEO |
|---|---|---|
| **Boston, MA** | 617 565-5345 | 617 565-5310 |
| **Hartford, CT** | 806 240-4800 x3059 | 860 240-4800 |
| **New York, NY** | 212 264-0771 x3422 | 212 264-1290 |
| **Buffalo, NY** | 716 551-5755 x5800 | 716 551-5755 |
| **Newark, NJ** | 973 622-7900 x3300 | 973 622-7900 |
| **Philadelphia, PA** | 215 656-0624 x3201 | 215 656-0661 |
| **Pittsburgh, PA** | 412 644-2999 | 412 355-3167 |
| **Baltimore, MD** | 410 962-2520 x3071 | 410 962-2520 |
| **Richmond, VA** | 804 278-4503 x3229 | 804 278-4504 |
| **Washington, DC** | 202 275-0994 x3163 | 202 275-0848 |
| **Atlanta, GA** | 404 331-5001 x2449 | 404 331-1798 |
| **Birmingham, AL** | 205 290-7630 x1027 | 205 290-7630 |
| **South Florida** | 305 536-4431 x2223 | 305 536-4479 |
| **Jacksonville, FL** | 904 232-1777 x2136 | 904 232-1777 |
| **San Juan, PR** | 787 766-5400 x2005 | 787 766-5400 |
| **Louisville, KY** | 502 582-6163 x214 | 502 582-6163 x230 |
| **Jackson, MS** | 601 965-4700 x3140 | 601 965-4700 x2435 |
| **Knoxville, TN** | 865 545-4391 x121 | 865 545-4379 |
| **Greensboro, NC** | 336 547-4005 | 336 547-4050 |
| **Columbia, SC** | 803 765-5564 | 803 765-5936 |
| **Chicago, IL** | 312 353-1696 x2702 | 312 353-7776 |
| **Minneapolis, MN** | 612 370-3019 x2107 | 612 370-3185 |

# Exhibit D

| | | |
|---|---|---|
| **Detroit, MI** | 313 226-7908 x8055 | 313 226-6280 |
| **Milwaukee, WI** | 414 297-3214 x8100 | 414 297-3214 |
| **Columbus, OH** | 614 469-5737 x8240 | 614 469-5737 x8170 |
| **Indianapolis, IN** | 317 226-6303 x6790 | 317 226-7654 |
| **Little Rock, AK** | 501 324-6375 | 501 324-6296 |
| **Oklahoma City, OK** | 405 553-7569 | 405 553-7426 |
| **Kansas City, KS** | 913 551-5485 | 913 551-5834 |
| **Omaha, NE** | 402 492-3181 | 402 492-3109 |
| **St. Louis, MO** | 314 539-6524 | 314 539-6327 |
| **New Orleans, LA** | 504 589-7212 x3047 | 504 589-7219 |
| **Fort Worth, TX** | 817 978-5934 x5951 | 817 978-5870 |
| **San Antonio, TX** | 210 475-6820 x2293 | 210 475-6885 |
| **Albuquerque, NM** | 505 346-7271 x7361 | 505 346-7327 |
| **Denver, CO** | 303 672-5414 x1326 | 303 672-5437 |
| **San Francisco, CA** | 415 436-6597 | 415 436-6569 |
| **Los Angeles, CA** | 213 894-8000 x3300 | 213 894-8000 x3400 |
| **Honolulu, HI** | 808 522-8180 x264 | 808 522-8180 |
| **Phoenix, AZ** | 602 379-4754 | 602 379-6699 5261 |
| **Seattle, WA** | 206 220-5150 x3606 | 206 220-5170 |
| **Portland, OR** | 503 326-7018 | 503 326-3349 |
| **Manchester, NH** | 603 666-7640 x7633 | |
| **Anchorage, AK** | 907 271-3669 | |
| **Houston, TX** | | 713 313-2274 |

Distribution: W-3-1

**RESOLUTION NO. 19-_____**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2019/2020 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES ($10,000) WITH PEQUEÑOS EMPRESARIOS**

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The City Council approves a 2019/2020 Community Development Block Grant Agreement for Services with Pequeños Empresarios in the amount of $10,000.

2. A copy of the Agreement is attached hereto as Exhibit 1.

3. The Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.

4. The City Clerk is hereby authorized and directed to forward a copy of this Resolution to the Grant Administrator.

5. This resolution is effective upon written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2019/2020 Action Plan approval.

6. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

* * *

# Exhibit 1

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

**AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA**

This Agreement is entered into, effective on the date of August 8 2019, between The City of Madera hereafter referred to as "CITY", and Pequeños Empresarios, hereafter referred to as the "CONTRACTOR."

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

WHEREAS, the Madera City Council has determined a program to instill manners, respect for the earth and early understanding of finance and work/life/nutrition is eligible for funding under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to establishing a partnership with the community to be progressive in nurturing a sense of community and contributing to community wellness; and

WHEREAS, the CONTRACTOR has submitted a project plan and budget to provide early childhood mentoring in work, life, nutrition, finance and environmental awareness which is consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the CITY Council.

WHEREAS,

NOW THEREFORE, the parties hereto agree as follows:

1. Services

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

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the CONTRACTOR in the performance of this Agreement and shall be documented to the CITY by the fifteenth (15th) day of the month following the end of each quarter. Allowable expenditures

under this Agreement are specifically established in accordance with Exhibit "B" which is incorporated herein by reference. The total obligation of the CITY under this Agreement shall not exceed $10,000 in fiscal year 2019-2020. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The CONTRACTOR shall disclose in all public information its funding source.

c. Lobbying Activity

The CONTRACTOR shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The CONTRACTOR shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The CONTRACTOR shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of Community Development Block Grant funds.

Program Income

CONTRACTOR shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to CITY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to CITY.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions of this Agreement. CONTRACTOR and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract August 8, 2019 and shall end its performance June 30, 2020, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR shall retain all fiscal books, account records, and client files for services performed under this

Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

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

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. Reports/Required Notifications

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

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

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

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

c. CDBG Reporting Requirements

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

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

8. Assignment

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

9. Subcontracts

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

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

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

10. Conflict of Interest

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

11. Discrimination

a. Eligibility for Services

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

The CONTRACTOR's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. CONTRACTOR shall comply with requirements set forth in Exhibit D, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

12. Termination

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

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

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

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

13. Amendments

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

14. Administration

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

15. Evaluation

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

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

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

16. Governing Law

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

17. Reversion of Assets

The CONTRACTOR must obtain prior written approval from the CITY whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR shall reimburse the CITY in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the CITY of these obligations.

18. Breach of Agreement

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

terminated by the CITY in accord with a material breach of this Agreement by the CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

19. No Third Party Beneficiaries

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

20. Indemnification

Contractor shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

21. Entire Agreement

This Agreement constitutes the entire agreement between CONTRACTOR and CITY with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

22. Insurance Requirements for Service Providers

Without limiting Service Provider's indemnification of City, and prior to commencement of Work, Service Provider shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Service Provider shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

Service Provider shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Service Provider, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Service Provider shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an

assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Enforcement of Contract Provisions (non estoppel)

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Service Provider.

Notice of Cancellation

Service Provider agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

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

Additional Insurance

Service Provider shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

23. Violation of Federal Rules and Regulations

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

**CITY OF MADERA:**

By: _____
Andrew J. Medellin, Mayor

Date: _____

**PEQUEÑOS EMPRESARIOS**

By: Leonor Hipolito
Leonor Hipolito, President of the Board of Directors

Date: 7-31-19

**ATTEST:**

By: _____
Claudia Mendoza, Interim City Clerk

Date: _____

**APPROVED AS TO LEGAL FORM:**

By: _____
Hilda Cantu, Interim City Attorney

Date: _____

**PART 2. For the following, submit your responses below each discussion item and question and follow these instructions. •Use 12-point font. •Do not exceed four, single-sided, single-spaced pages and do not alter the margins.**

**SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED:** (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. Cite your sources (e.g., U.S. 20XX Census Data Table X.)

By the end of 2018, Madera, CA had an Unemployment rate of 8.3%. It is higher than the state and national averages, 4.1% and 7.8% respectively (https://www.homefacts.com/zip-code/California/Madera-County/Madera/93638.html#unemployment). This is a trend that cannot continue if Madera plans on growing and taking its place in California among all the other profitable cities and towns. Pequenos Empresarios proposes to take and aggressive plan that will prepare young children to become entrepreneurs and professional individuals in their adult life. This goal will be achieved by mentoring these children to become successful business individuals that will have a positive impact in reducing poverty levels in our community.

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

Madera Adult School, State Center Community College District, and Timberline Education Center, LLC are all educational facilities in Madera, CA that are charged with educating the masses to make Madera profitable.

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

Most programs are for adults. Our program starts the education early. Our future entrepreneurs get a positive, unequal start on the business unlike any other. Unlike the adult programs, our children do not have a lifetime of bad habits to break. Our program will teach proper habits and skills needed to succeed not only in the business world, but in life as well.

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

Children are provided with a questionnaire to analyze their skills. During the course, children receive one-on-one sessions to measure course progress. Through personal testimonials, children are able to validate the impact of the program and describe the impact it has created in their lives. A survey is provided to the children after completing a course to measure its success. **(See attached)**

Which National Objective does your program meet?

Benefiting low and moderate income families with access to our after school program. Our goal is to empower the Latino community with knowledge and life skills that are not taught in public schools. We strive to bring awareness to the parents and focus on the individual child's development and their relationship to society.

Which measurable objectives does your program meet?

Our measurable objectives are met by mentoring these children to become successful entrepreneurs and businessmen by the improvement of reading, comprehension, verbal communication as well as written communication. Our goal is to improve their grades and grade point average from the start of the program to the completion of the program. We have many programs in place to meet these objectives including, but not limited to: writing assignments, reports (written and oral), presentations and accountability for one's actions.

How will your program meet its goals in one year?

There will be one after school and one summer school program for the entire year. The summer school program will be held between June and August and the after school program will be worked out with the elementary school where the workshops will be held.

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

We are a non-profit organization and as such ask the community for support in the form of fundraisers, donations and grants. Currently, all staff members are volunteers interested in our community development. **(See attached)**

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

We have been successful in obtaining a $20,000.00 grant from Wells Fargo; like we have the previous 2 years to pay for the instructors that were hired as well as some of the materials such as paper, books, etc. needed to give the classes. The projected fundraising amount is $35,662.00. Our goal is to reach out to other financial institutions and successful businesses in our community requesting funding for our program. The Public Relations Directors will be attending events to network with business owners as well as other business professionals that are involved with helping the community evolve and grow.

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

The public's participation has been a huge success. The participants consist of parents and students from our community that are looking to earn volunteer hours. With the significant number of participants involved it is evident that the community understands the impact this program has in the children's future.

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

Currently, the $20,000.00 grant from Wells Fargo will be utilized in Madera. Our request for CDBG funds will also be dedicated to serve children residing within the city.

When there is an overflow of clients, how is it determined whom to serve?

Children are selected on a first come first serve basis. Our priority is to serve those families that fall into the low-income bracket but of course will consider other applicants if there are available slots remaining.

Discuss your program's/project's successes.

In our program, these children are taught finances, good values, the importance of entrepreneurship, self-development, leadership, etiquette and nutrition, etc. Children who have graduated from our program, have developed a notorious increment in self-esteem and self-confidence, have bettered their understanding of methods to care for our planet, have achieved better grades at school, bettered family and inspirational relationships among others. We have received a numerous amount of letters from parents stating the improvements they have seen in their children's lives.

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

Up to date, over 700 children have graduated from the program in the course of the last 8 years and we are looking to expanding in the coming years to duplicate these numbers.

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

No other after school programs were found in or around our community that teach the skills our program offers to prepare the children for "real life" experiences. We have done research online and within the community and found that the only other program similar to what we offer and teach, is the Boys & Girls Scouts which quite different from how we conduct our program. There will be research that will be documented in order to modify the program with changes that occur in our ecosystem to make sure we provide up to date, one of a kind experiences to the children.

Exhibit A

## REFERENCES

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

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

Was your experience working with this agency successful?

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

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

| Name | Title | Company/Agency | Phone | Email Address |
|---|---|---|---|---|
| Tim Rios | SVP Relations Mgr | Wells Fargo | 5597791226 | riostim@wellsfargo.com |
| Jose Antonio Ramirez | City Manager | City of Livingston | 5599708896 | president@communitydevelpment-inc.com |
| Yeri Olivares | Chief Operating Officer | Fresno Area Hispanic Foundation | 5592228705 | yolivares@fresnodbh.org |

Exhibit A




## PEQUEÑOS EMPRESARIOS BOARD OF DIRECTORS 2019

**President** **5 Years**
Leonor Hipólito
414 Elm St
Madera, CA 93638

**Vice-President**
Jose Viveros
Madera, CA

**Treasurer** **5 Years**
María Vargas
17027 Melba Dr
Madera, CA 93638

**Director** **1 Year 2 Months**
Rosemilia Suarez
5777 E Alta Ave 126
Fresno, CA 93727

**Director** **3 Years 7 Months**
Michael Rodríguez
2402 Bay View Dr
Madera, CA 93637

**Director** **1 Year 1 Month**
Luis Zuñiga
516 North D St
Madera, CA 93638

**Director** **3 Years 7 Months**
Jaime Olibas
9903 Paramount Blvd Apt 242
Downey, CA 90240

# Exhibit A

**CUESTIONARIO Final DE FINANZAS**

Como se gana dinero?
Trabajamos a cambio de dinero hay muchos tipos de trabajos dependiendo de la educacion ☐
El dinero se gana pidiendo en las oficinas del gobierno ☐

¿Qué es el departamento del tesoro?
El lugar donde te regalan monedas y billetes ☐
El lugar donde crean las monedas se imprime los billetes que usamos ☐

Que es un cheque?
Es un tipo de marca que se deja en un papel ☐
Es un tipo de cuenta bancaria que le permite poner dinero (depósito), o sacar dinero (retiro) el cheque es aceptado como medio de pago ☐

Que es un banco?
El banco es un lugar que mantiene tu dinero seguro, te ayuda a invertir, y a ahorrar tu dinero ☐
El banco es un lugar donde podemos comprar cosas para las oficinas ☐

Que es una empresa?
Una empresa es una organización donde se contratan personas que comparten unos objetivos con el fin de obtener beneficios ☐
Una empresa es una sala de juegos ☐

Qué es un negocio?
Un negocio es una actividad que se realiza con fines lucrativos ☐
Un negocio es construir un edificio ☐

Qué es servicio al cliente?
Para que un negocio o una empresa funciones es muy importante como se da atención al cliente prestando atención a todos lo que cada uno de los que se acerquen reciban atención de calidad ☐
Servicio al cliente es invitarlos a cenar ☐

Nombre_____Apellido_____

Dirección _____ _____ _____ _____ _____
Numero Calle Ciudad Estado Código Postal

Teléfono de La Casa_____ Celular_____

Fecha de Nacimiento _____

Exhibit A

EMPRESARIOS Nombre: _____ Fecha _____

**Examen de valores**

Marca la respuesta que creas correcta

Donde debemos practicar los valores?

En la escuela ☐

En todas partes ☐

Respeto es llegar a un lugar

Saludar ☐

Discutir ☐

Que es bullying?

Pelear y burlarse ☐

Abrazar y compartir ☐

Que es la confianza?

Dudar de las personas ☐

Es la seguridad que te brinda el otro ☐

Que es la generosidad?

No compartir ☐

Dar sin esperar nada a cambio ☐

Que es solidaridad?

Apoyo que se le brinda a otro ☐

Ignorar a las personas ☐

Escribe los valores _____

# Exhibit A-1

**CITY OF MADERA**

**Quarterly Activity Report**

**Contract Period: July 2019 to June 30, 2020**

**NAME OF ORGANIZATION:** **Pequeños Empresarios Inc.**
**16905 Road 26, Suite 101**
**Madera, CA 93638**

**PROJECT TITLE:** **Pequeños Empresarios**

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

**I. CLIENT INFORMATION:**

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

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

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

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

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

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

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

# Exhibit A-1

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

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

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

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

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

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

**II. LONG RANGE OBJECTIVES:**

**III. SHORT RANGE OBJECTIVES:**

**IV. SPECIFIC ACTIVITIES:**

# Exhibit A-1

**V. OUTCOMES ACHIEVED:**

**ACTIVITY REPORTS ARE DUE OCTOBER 15, JANUARY 15, APRIL 15 AND JULY 15. RETURN THE REPORTS TO:**

**Jorge Antonio Rojas**
**Program Manager - Grants**
**CITY OF MADERA**
**205 West Fourth Street**
**Madera, CA 93637**
**Phone: (559) 661-3693**
**Fax: (559) 674-2972**
**Email: jrojas@cityofmadera.com**

**REPORT PREPARED BY: _____**

**Date: _____**

# Exhibit A-1

_____

Date

_____

Type of Assistance

| Ethnic Categories* | Select One |
|---|---|
| Hispanic or Latino | |
| Not-Hispanic or Latino | |
| **Racial Categories*** | **Select All that Apply** |
| American Indian or Alaska Native | |
| Asian | |
| Black or African American | |
| Native Hawaiian or Other Pacific Islander | |
| White | |
| Other | |

***Definitions of these categories may be found on the reverse side.**

_____

Signature

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

# Exhibit A-1

**INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM**

## A. General Instructions

This form is to be completed by individuals wishing to be served (applicants) in programs assisted by the Department of Housing and Urban Development.

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.

    1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

    2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

2. The five racial categories to choose from are defined below. You should check as many as apply to the individual.

    1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

    2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.

    3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."

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

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

# Exhibit B

| **Administration** | | | |
|---|---|---|---|
| CATEGORY | ESTIMATED | ACTUAL | OVER/UNDER |
| Rent | 2,490.00 | 2,490.00 | 0.00 |
| Utilities | 158.00 | 158.00 | 0.00 |
| Light | 240.00 | 240.00 | 0.00 |
| Internet | 504.00 | 504.00 | 0.00 |
| Phone | 165.00 | 165.00 | 0.00 |
| **Total** | 3,557.00 | 3,557.00 | 0.00 |
| | | | |
| **Workshops** | | | |
| | ESTIMATED | ACTUAL | OVER/UNDER |
| **Total** | 720.00 | 720.00 | |
| | | | |
| **Contracts** | | | |
| | ESTIMATED | ACTUAL | OVER/UNDER |
| Teacher / Trainers | 3,523.00 | 3,523.00 | 0.00 |
| **Total** | 3,523.00 | 3,523.00 | 0.00 |
| | | | |
| **Graduation** | ESTIMATED | ACTUAL | OVER/UNDER |
| **Total** | 1,500.00 | 1,500.00 | |
| | | | |
| **Supplies/Materials** | ESTIMATED | ACTUAL | OVER/UNDER |
| Total | 700.00 | 700.00 | |
| | | | |
| **All Total** | 10,000.00 | | |

# Exhibit C

## COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

EXHIBIT C

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

# Exhibit D

**U.S. Department of Housing and Urban Development**
COMMUNITY PLANNING AND DEVELOPMENT

**Special Attention of:**
All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice CPD- 00-10

Issued: December 26, 2000
Expires: December 26, 2001

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**Subject:** Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

## I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

### Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

## II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

Distribution: W-3-1

Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. (24 CFR §8.3) For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

**Non-housing Programs**

**New Construction** -- Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

**Alterations to facilities** -- Part 8 requires to the maximum extent feasible, that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

**Existing non-housing facilities** - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. (24 CFR §8.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. 24 CFR §8.21(c)(1) Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program. (24 CFR §8.21(c)(iii))

**Historic Preservation** - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property, However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

**Accessibility Standards**

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement, however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

**Employment**

Section 504 also prohibits discrimination based upon disability in employment. See 24 CFR Part 8, Subpart B.

**Section 504 Self Evaluations**

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. However, self-evaluation continues to be an excellent management tool for ensuring that a recipient's current policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.

- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)

- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.

- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

## III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

**Title I** prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

# Exhibit D

**Title II** prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections . Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at **www.usdoj.gov/crt/ada/taprog.htm,** and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY).** The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

**Title III** prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

## IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

## V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page **(http://www.hud.gov/fhe/504/sect504.html).** Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

| | CPD | FHEO |
|---|---|---|
| **Boston, MA** | 617 565-5345 | 617 565-5310 |
| **Hartford, CT** | 806 240-4800 x3059 | 860 240-4800 |
| **New York, NY** | 212 264-0771 x3422 | 212 264-1290 |
| **Buffalo, NY** | 716 551-5755 x5800 | 716 551-5755 |
| **Newark, NJ** | 973 622-7900 x3300 | 973 622-7900 |
| **Philadelphia, PA** | 215 656-0624 x3201 | 215 656-0661 |
| **Pittsburgh, PA** | 412 644-2999 | 412 355-3167 |
| **Baltimore, MD** | 410 962-2520 x3071 | 410 962-2520 |
| **Richmond, VA** | 804 278-4503 x3229 | 804 278-4504 |
| **Washington, DC** | 202 275-0994 x3163 | 202 275-0848 |
| **Atlanta, GA** | 404 331-5001 x2449 | 404 331-1798 |
| **Birmingham, AL** | 205 290-7630 x1027 | 205 290-7630 |
| **South Florida** | 305 536-4431 x2223 | 305 536-4479 |
| **Jacksonville, FL** | 904 232-1777 x2136 | 904 232-1777 |
| **San Juan, PR** | 787 766-5400 x2005 | 787 766-5400 |
| **Louisville, KY** | 502 582-6163 x214 | 502 582-6163 x230 |
| **Jackson, MS** | 601 965-4700 x3140 | 601 965-4700 x2435 |
| **Knoxville, TN** | 865 545-4391 x121 | 865 545-4379 |
| **Greensboro, NC** | 336 547-4005 | 336 547-4050 |
| **Columbia, SC** | 803 765-5564 | 803 765-5936 |
| **Chicago, IL** | 312 353-1696 x2702 | 312 353-7776 |
| **Minneapolis, MN** | 612 370-3019 x2107 | 612 370-3185 |

# Exhibit D

| | | |
|---|---|---|
| **Detroit, MI** | 313 226-7908 x8055 | 313 226-6280 |
| **Milwaukee, WI** | 414 297-3214 x8100 | 414 297-3214 |
| **Columbus, OH** | 614 469-5737 x8240 | 614 469-5737 x8170 |
| **Indianapolis, IN** | 317 226-6303 x6790 | 317 226-7654 |
| **Little Rock, AK** | 501 324-6375 | 501 324-6296 |
| **Oklahoma City, OK** | 405 553-7569 | 405 553-7426 |
| **Kansas City, KS** | 913 551-5485 | 913 551-5834 |
| **Omaha, NE** | 402 492-3181 | 402 492-3109 |
| **St. Louis, MO** | 314 539-6524 | 314 539-6327 |
| **New Orleans, LA** | 504 589-7212 x3047 | 504 589-7219 |
| **Fort Worth, TX** | 817 978-5934 x5951 | 817 978-5870 |
| **San Antonio, TX** | 210 475-6820 x2293 | 210 475-6885 |
| **Albuquerque, NM** | 505 346-7271 x7361 | 505 346-7327 |
| **Denver, CO** | 303 672-5414 x1326 | 303 672-5437 |
| **San Francisco, CA** | 415 436-6597 | 415 436-6569 |
| **Los Angeles, CA** | 213 894-8000 x3300 | 213 894-8000 x3400 |
| **Honolulu, HI** | 808 522-8180 x264 | 808 522-8180 |
| **Phoenix, AZ** | 602 379-4754 | 602 379-6699 5261 |
| **Seattle, WA** | 206 220-5150 x3606 | 206 220-5170 |
| **Portland, OR** | 503 326-7018 | 503 326-3349 |
| **Manchester, NH** | 603 666-7640 x7633 | |
| **Anchorage, AK** | 907 271-3669 | |
| **Houston, TX** | | 713 313-2274 |

Distribution: W-3-1

**RESOLUTION NO. 19-_____**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2019/2020 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES ($181,500) WITH HABITAT FOR HUMANITY GREATER FRESNO AREA**

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The City Council approves a 2019/2020 Community Development Block Grant Agreement for Services with Habitat for Humanity Greater Fresno Area in the amount of $181,500.

2. A copy of the Agreement is attached hereto as Exhibit 1.

3. The Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.

4. The City Clerk is hereby authorized and directed to forward a copy of this Resolution to the Grant Administrator.

5. This resolution is effective upon written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2019/2020 Action Plan approval.

6. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

* * *

# Exhibit 1

# Habitat for Humanity to

# Provide Low- to Moderate-Income

# Owner-Occupied Residential Rehabilitation ($181,500)

**AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA**

This Agreement is entered into, effective on the date of August 8, 2019.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and Habitat for Humanity Greater Fresno Area, hereafter referred to as the "CONTRACTOR."

RECITALS:

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

WHEREAS, the Madera City Council has determined a program to provide owner-occupied, residential rehabilitation, is eligible under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to ensuring the safety and protection of Madera residents by providing safe and healthy residential rehabilitation improvements; and

WHEREAS, the CONTRACTOR submitted a project plan and budget to carry out the program consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the City Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

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

2. Funding and Method of Payment

a. Compensation

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

incorporated herein by reference. The total CDBG obligation of the CITY under this Agreement shall not exceed $181,500. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The CONTRACTOR shall disclose in all public information its funding source.

c. Lobbying Activity

The CONTRACTOR shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The CONTRACTOR shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The CONTRACTOR shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of Community Development Block Grant funds.

Program Income

CONTRACTOR shall report quarterly all program income as required under 24 CFR 570.503(b) (3) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to CITY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to CITY.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under

24 CFR 570.503(b)(4). The CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement so as to verify that CONTRACTOR are performing their obligations in accordance with the terms and conditions thereof. CONTRACTOR and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract August 8, 2019 and shall end its performance June 30, 2020, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

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

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

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b) (5).

b. Reports/Required Notifications

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

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

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

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

c. CDBG Reporting Requirements

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

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

8. Assignment

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

9. Subcontracts

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

B. An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

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

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

10. Conflict of Interest

No officer, employee, or agent of the CITY who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The CONTRACTOR shall comply with all

Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

a. Eligibility for Services

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

The CONTRACTOR'S services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. CONTRACTOR shall comply with requirements set forth in Exhibit D, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

Except by written consent of the CITY, no person shall be employed by the CONTRACTOR who is related by blood or marriage or who is a member of the Board of Directors or an officer of the CONTRACTOR. In the event HUD determines a CDBG-funded CONTRACTOR'S

organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then CONTRACTOR shall accept all responsibility to return any CDBG funds received from CITY.

12. Termination

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

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

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

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

13. Amendments

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

14. Administration

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

15. Evaluation

The CITY shall monitor and evaluate the performance of the CONTRACTOR under this Agreement to determine to the best possible degree the success or failure of the services provided

under this Agreement and the adequacy of the program plan contained in Exhibit "A." The CONTRACTOR shall participate in evaluation of the program.

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

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

16. Governing Law

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

17. Reversion of Assets

The CONTRACTOR must obtain prior written approval from the CITY whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR shall reimburse the CITY in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the CITY of these obligations.

18. Breach of Agreement

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

19. No Third-Party Beneficiaries

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

20. Indemnification

Contractor shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

21. Entire Agreement

This Agreement constitutes the entire agreement between the CONTRACTOR and CITY with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

22. Insurance Requirements for Contractors

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability

coverage form CG 00 01 General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, it's officers, agents, employees, and volunteers.

Maintenance of Coverage

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance

evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation

Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

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

Additional Insurance

Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

23. Violation of Federal Rules and Regulations

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

**CITY OF MADERA:**

By: _____
Andrew J. Medellin, Mayor

Date: _____

**ATTEST:**

By: _____
Claudia Mendoza, Interim City Clerk

Date: _____

**HABITAT FOR HUMANITY GREATER FRESNO AREA:**

By: _____
Matthew Grundy, Chief Executive Officer

Date: _____

**APPROVED AS TO LEGAL FORM:**

By: _____
Hilda Montoy, Interim City Attorney

Date: _____

**CITY OF MADERA**
**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**
**PROJECT PROPOSAL FORM**
**2019/2020**

**DATE SUBMITTED: Thursday, March 7th 2019**

## A. GENERAL INFORMATION

1. Name of Department/Organization: Habitat for Humanity Greater Fresno Area

Address: 4991 East McKinley Ave, Suite 123, Fresno Ca 93727

Contact Person: Jerry Zuniga Phone: 559-237-4102 x117

Concurrence: Matthew Grundy - CEO
Department Head Signature/Authorizing Official

## B. ACTIVITY DESCRIPTION

1. **Summary (Description of proposed project and anticipated accomplishment. If appropriate, include diagram of the area.):**

Offered citywide (or restricted to eligible census tracts, if requested), for all eligible applicants (see Appendix A, Section 6 for eligibility guidelines), Habitat for Humanity Greater Fresno Area (HFHGFA) proposes a program to provide critical home and accessibility improvements to 20 households for Program Year (PY) 2019-2020. A complete program narrative is available within Appendix A, Section 1 supplement of this document.

2. **Need (Explain why project is needed.):**

The goal of these activities is to serve the most vulnerable populations with critical home and/or accessibility repairs to allow for continued independence and quality of life for low to moderate income Madera residents. Additionally, we are proposing that these activities be offered as grants, considering that the majority of homeowners fall into the "low" to "extremely low" income households.

3. **Estimated cost of project and source of estimate (if available):**

We are requesting $181,500 to deliver a minimum of 20 rehab projects for PY2019-2020. A budget table and breakdown of costs can be found within Appendix A, Section 3 supplement of this document.

4. **Timetable (assuming final approval next July 1). Will your proposal meet these goals in one year? Give starting date for activity.**

If awarded, HFHGFA assumes contract execution in line with our PY2019-2020, commencing on July 1, 2019. It is understood that the terms of this application are for 12 consecutive months thereafter.

**5. What measurable goals will your program deliver?**

HFHGFA will deliver high impact home repairs that allow for safe and healthy home environments. These repairs include repair or replacements for roofs, HVAC systems, water heaters and addressing critical electrical and plumbing needs. With the absence of assistance for many of these repairs, the threat to the well-being of home and persons is greatly increased. Additionally, our goal is to remove the barriers of the home for persons with disabilities and those dealing with reduced mobility. By implementing key accessibility and fall prevention activities, many homeowners will be able to extend the years of independence in their homes…and more importantly, the barriers that these repairs have on quality of life will be removed.

**6. What are the project's expected outcomes? How are the outcomes assessed?**

The outcomes from these repairs can be linked back to symptoms that each individual home, and persons living within, are experiencing. For instance, the symptom of a roof leak is the water intrusion that a homeowner has identified, or the symptom of an accessibility need is the inability to access and exit the home safely. This approach allows us to ensure that each home assessment, and the repair activities listed, has identified a symptom of a problem. As a result, the measurement of an intervention's success (outcome) can be easily tracked by answering if the symptom is present or not upon completion of repair activity.

**7. What National Objective does your program meet?**

HUD Objective - "Benefit low- and moderate-income individuals"

**8. How does your proposal support the Vision Plan Madera 2025 Action Plan?**

A key vision statement of the Madera 2025 Action Plan of "Safe, healthy environments" is the foundation of this program. Madera's senior population and individuals with disabilities deserve to live independent lives, and safe and healthy environments begin at the home where residents will spend most of the day. By removing barriers and repairing key systems that affect the health of the home and person, HFHGFA is enabling safe and healthy home environments.

## C. ENVIRONMENTAL IMPACTS:

1. Historical:

**a. How old is the affected structure?**

We are proposing repairs to 20 or more homes in City of Madera. While we do not anticipate working on any historical properties, HFHGFA staff will work with Madera staff to receive proper historical preservation clearance before commencing any work.

**b. Will this project affect an historically significant (or potentially historic) structure?**

We do not anticipate this outcome.

2. Archeological:

**a. Will this project involve any ground disturbance?** No

**b. If so, how deep will excavation be and what is the volume of earth to be moved?** N/A

3. Water:

**a. Does this project involve a sewer or water system?** Yes. One key activity listed in our application is to address critical plumbing issues. If a plumbing system (supply or sewer) experiences catastrophic failure, we propose intervention. Should necessary clearance be required prior to engaging these activities, HFHGFA will ensure that these steps are met. We will always work, in partnership with city staff, to ensure all clearances are addressed prior to commencing any work.

## D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

1. Primarily benefits low and moderate-income persons.

a. **Number of persons served annually:** 20 households (20+ persons)
b. Service Area:

**Number of City residents served annually:** 20 households (20+ persons)

**Number of persons with disabilities or seniors served:**

While we would offer these services to all qualified individuals, it is our experience that this program overwhelmingly benefits seniors. Additionally, all outreach activities will be solely focused on seniors.

2. **How will the proposed project prevent or eliminate slums or blight?**

The current application does not address blight.

## E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

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

Our evidence of citizen support is based on community input results conducted by City of Madera. Home Improvement has been categorized as a top Capital Projects/Public Improvements need, and in our experience a key activity to the preservation of affordable housing.

2. **Note complaints that have been received, etc.** - N/A

3. **Evidence of collaboration with other agencies within the community.** - N/A

**APPENDIX A – Supplimental Information per Grant Application Submittal Checklist**

**Section 1 - Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)**

Habitat for Humanity is a global nonprofit housing organization working in local communities across all 50 states in the U.S. and in approximately 70 countries worldwide. Habitat's vision is of a world where everyone has a safe and healthy place to live. Habitat works toward our vision by building strength, stability and self-reliance in partnership with families in need of decent and affordable housing solutions.

Habitat for Humanity Greater Fresno Area's (HFHGFA) Neighborhood Revitalization team are an indispensable part of the organizations mission and commitment to reach out to the most underserved and vulnerable in the communities we serve. The approach is an all-encompassing revitalization and development model to help the communities achieve quality of life in vibrant, safe and self-reliant neighborhoods.

Foundational to the goal of our Neighborhood Revitalization approach, is the ability to maintain and support the preservation needs of the existing housing element. Through our Home Rehabilitation program, HFHGFA is proposing key activities to leverage CDBG funding to serve City of Madera residents, benefitting low and moderate income households (HUD objective). The following is a definition of HFHGFA's Home Rehabilitation Program and key activities:

**Definition of Home Rehabilitation Program**
The home rehabilitation program is aimed at addressing basic health, safety, and accessibility concerns as a first priority. The program will be divided into three levels of assistance. They are:

1. Critical Grant Projects
2. Accessibility/Minor Repair Grant Projects
3. Home Rehabilitation Loan Projects

Critical Grant projects are defined as projects where the need for repair presents an immediate threat to the health of the home or person residing within. Critical grant eligible activities include repair/replacement of:

- Roofing
- HVAC
- Water Heaters
- High priority electrical and plumbing repairs

Accessibility & Minor Grant projects are defined as repair activities that improve health, safety, accessibility of residents, and/or activities that if left unaddressed for extended periods of time, can cause catastrophic damage to home or person. These grant repair activities must address health and safety concerns first, yet allowing for peripheral repair activities (i.e. Deferred repairs) to be addressed if time, scope and budget allows. Eligible projects must demonstrate one of these

basic health, safety, and accessibility needs, and such, is not considered a handyman program. The following are examples of eligible activities:

- Minor Accessibility/Aging in Place/Fall Prevention: wheelchair ramps, half steps, step repair, handrails/railing, handheld showers, bath/shower seats, raised toilets/toilet seat risers & grab bars.
- Major Accessibility: Low-barrier or barrier free shower options will be provided to the homeowners that can no longer use their shower and require major accessibility modifications.
- Fire Safety: installation of smoke & carbon monoxide detectors
- Home Safety – Non-functional doors/locks/windows, security doors, improved lighting, gates, porches, steps and walkways that are non-functional and prevent egress in event of emergency
- Minor electrical: light fixtures, outlets & switches
- Minor plumbing: faucets, toilets & water heater
- Environmental: Gutters (along walkways only), downspouts/diverters (water intrusion issues only), vents, siding, trim, fascia & stucco patch

Home Rehabilitation Loan projects are defined as all projects that surpass the maximum grant allocation of $10,000 per household. Large scale rehab projects currently cap at $25,000 and may encompass any eligible activity that is covered in the Critical Grant program, and any major system replacement (i.e. new plumbing, electrical, etc.), as well as complete rehabs of kitchens and /or bathrooms as they pertain to health and/or safety of home and its occupants. Large projects are NOT intended to upgrade major components unless they are due to code improvements or present a long-term savings in maintaining/operating, and only is the cost benefit is within reason. HFHGFA will underwrite and finance these loans, and will not require any CDBG funding allocation commitment from City of Madera.

Ineligible Activities - Cosmetic or luxury improvements on the property, repairs to outbuildings, or garages unless connected to the property (and a source of code or safety concern), and improvements/installation of porches/decks that do not affect safe egress. Cosmetic improvements include, but are not limited to: landscaping work, additions, fireplaces, pools, hot tubs, area rugs, steam showers, skylights (unless to repair existing), and kitchen/bath cabinetry.

**Implementation of work plan**

Based on our experience, in order to best deliver this program in a sub-recipient capacity, there will be critical factors that will impact program delivery. Our first area of impact will be the ability to identify and intake clients. In the 'Marketing/Outreach Plan' section, we highlight our strategic approach to solving this. Core to our outreach approach, we will establish partnerships with other CBOs to help identify and serve home rehab clients that will eventually create a steady stream of client interest. While we have a strong relationship with media partners, we will always first leverage non-marketing outreach approaches to avoid an influx of client requests, which may result in extended waiting lists due to requests, processing or other funding constraints. Our outreach will also apply to sub-contractors, and will be our goal to establish a strong pool of qualified skilled partners.

To complement our service availability in Madera, an additional long-term operational goal will be to establish a Madera-county based office of operations. HFHGFA's goal is to also establish a retail storefront in Madera County, and will use marketing opportunities to further inform Madera residents of these services. Similar to our retail locations in Fresno and Clovis, our ability to operate the ReStore retail storefront in Madera County allows us to expand our presence into the communities we serve. The ReStore storefront not only allows us to generate retail sales tax that is directly benefitting Madera County, but the mission of the ReStore is to fund our existing programs and offset costs that will stretch our grant dollars. Our ReStore locations also serve as outreach vehicles to the thousands of people that visit Restore each month. The impact of this grant will further our goal to implement a base of operations attached to a Restore retail location in City of Madera.

**Program Strategies**

Understanding older adult homeowners, both their needs and challenges, is key to delivering impactful repairs for home rehabilitation programming. As a result, HFHGFA is positioned to be the ideal partner in addressing the overwhelming majority of older adult clients through the rehab program. We have developed methodologies on how to determine the type of repair, and which products to leverage that lead to minimal failures at the lowest cost point. HFHGFA holds dealer status for many solutions to help remove accessibility barriers in the home including; ramps, lifts, and Assistive Medical Devices (grab bars, shower mods, etc.) We also have experience unlike any partner to correctly assess and install the correct remediation solutions.

The final program strategy is to open these rehab services to residents of mobile home parks, if not already offered. These communities represent the most vulnerable and underserved communities across the US. Many 55+ mobile home communities have an overwhelming number of homeowners that live in fear of falling or exiting in the event of an emergency due to how high these homes are raised and substandard means of ingress/egress. Again, we have developed customized repair solutions for these most vulnerable communities, unlike any other CBO.

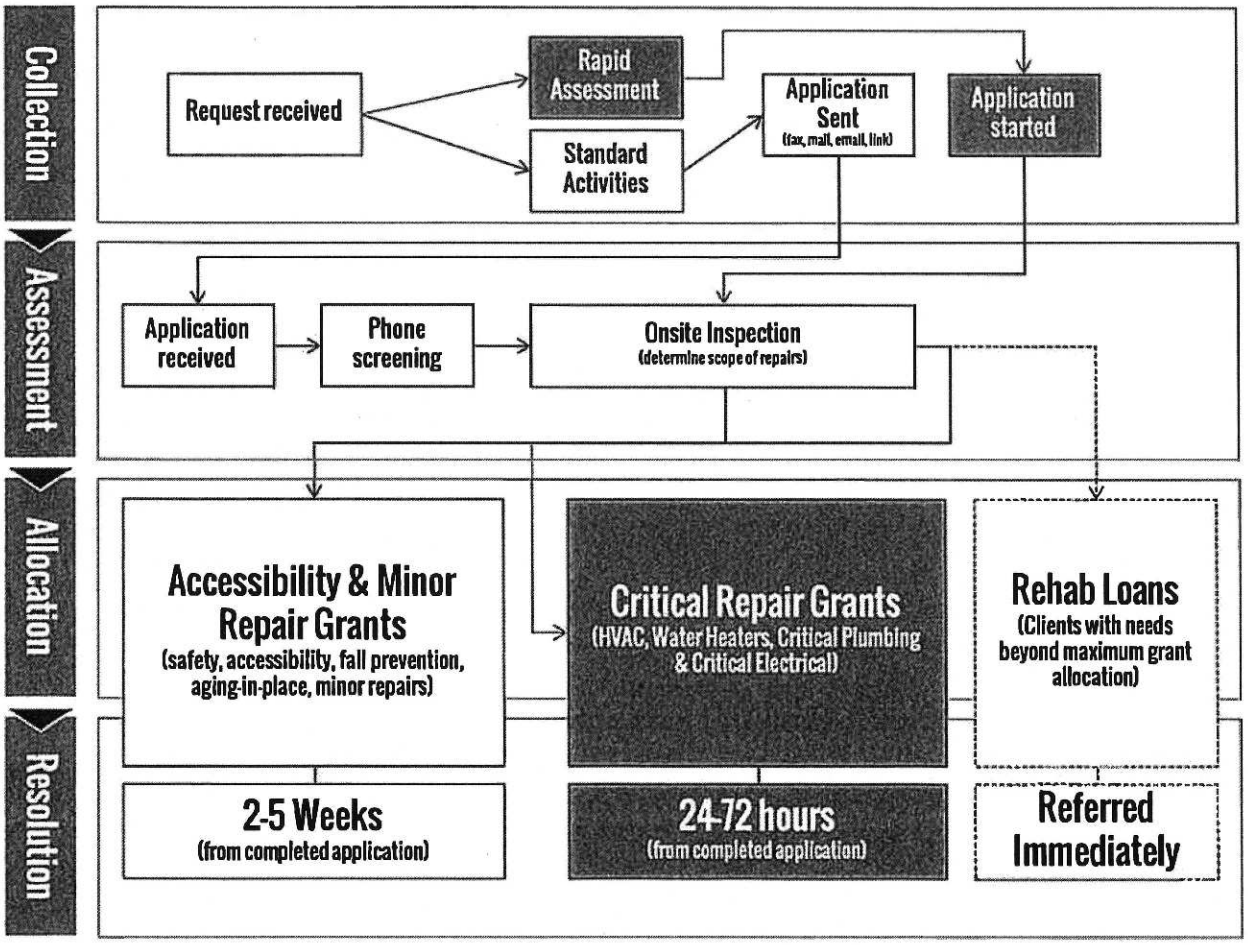
**Section 2 - Program/Project Timeline**

If awarded, HFHGFA assumes contract execution in line with our Program Year (PY) 2019-2020, commencing on July 1, 2019. It is understood that the terms of this application is for 12 consecutive months.

Program Timetables

| | Q1 | Q2 | Q3 | Q4 |
|---|---|---|---|---|
| Critical Repair Grants | 2 | 2 | 3 | 3 |
| Accessibility/Minor Repair Grants | 2 | 3 | 3 | 2 |
| TOTALS | 4 | 5 | 6 | 5 |

The following section depicts our project timelines, and how activities are addressed within our home rehab program. In order to best serve clients and properly channel activities to completion in the most efficient way, client repair requests may be processed differently. To best deliver this program, the following processes have been established.




Home Rehab Process

**Project Activities**

The following is a list of project activities within the home rehabilitation program:

**Outreach / Marketing** - All outreach efforts will be done in accordance with federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation, be excluded, denied benefits or subjected to discrimination under the Program. HFHGFA will ensure that all persons, including those qualified individuals with handicaps have access to the Program.

**Initial Contact / Intake** - Upon a homeowners' expressed interest, Habitat will make all efforts to provide client with assistance throughout the intake process. The intake process is completed once the applicant has submitted a Completed Application.

The intake process requires that the applicant submit a Homeowner Application Form. The homeowner application form can be found at:

http://docs.wixstatic.com/ugd/527b6f_00d10e08ac6242cdb669dfc1ad7ad373.pdf

Submission of a homeowner application form does not guarantee acceptance into the program. At completion of homeowner application form, HFHGFA staff will contact applicant and perform a telephone interview to determine eligibility and repair urgency. If intake staff determines that the client requests can be addressed through the program, an inspection appointment is made, and the project is assigned to home inspection staff.

**Standard Project Activities** - All repair activities that do not have an element of urgency, will be processed as standard activities. Roofing and HVAC activities during offseason, accessibility and minor repair activities are considered standard activities. Standard activities should be completed within 2-5 weeks of completed application. A completed application is defined as an application where all supporting eligibility documentation is received, and all City/County/HUD supporting documentation is completed and approved for repair assistance.

**Non-standard Project Activities** - Non-standard process activities are defined as all critical home repair program activities that create an immediate threat to health and safety of the home or person if left unaddressed. These activities should be completed within 72 hours of completed application.

**Home Rehabilitation Loan Projects** - Projects that exceed the maximum grant allotments are addressed through HFHGFA loan repair program. HFHGFA has loan origination staff available to assist qualified homeowners through this process.

**Section 3 - Budget Table**

Based on the total funding request of $181,500, HFHGFA proposes the following breakdown of costs:

**Staffing Allocations**

| Position | Cost | Staff Allocation | Budget |
|---|---|---|---|
| Administrative/Intake | $15,000 | Partial allocation | Administrative |
| Outreach | $7,500 | | Activity Delivery |
| Inspections | $16,000 | Partial allocation | Activity Delivery |
| Program Management/ Administration | $5000 | Partial allocation | Activity Delivery |
| TOTAL | $43,500 | | |

**Other Allocations**

| Item | Cost | Comment |
|---|---|---|
| Operational Costs | $16,500 | This amount reserved for operational costs, such as rent, phones, utilities, etc. |
| Indirect Costs | $0 | De minimus 10% rate – HFHGFA will absorb these costs |
| TOTAL | $16,500 | |

**Grant Assistance to Beneficiaries**

| | Cost Per Program | # Projects |
|---|---|---|
| Critical Repair Grants | $76,500 | Minimum 10 projects |
| Accessibility/Minor Repair Grants | $45,000 | Minimum 10 projects |
| TOTAL | $121,500 | 20 projects |

**Section 4 - Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead, 2-Page Limit Per Individual)**

HFHGFA currently oversees home rehabilitation services, leveraging nearly 700K in CDBG grant funding projects, across Fresno County. Our team is experienced and available to assist with the implementation and delivery of similar activities for City of Madera. The following staff have been identified to deliver these activities for City of Madera.

| Position | Staff Member |
|---|---|
| Program Administrator/Inspections | Jerry Zuniga |
| Intake Oversight | Marina Harutyunyan |
| Administrative/Intake | Cecilia Fickenworth |
| Outreach/Qualified Loan Originator | Youa Vang |
| Repair Technician | Aaron Sale |

**Section 5 - Marketing/Outreach Plan**

**Phase I Outreach** - Since 2016, HFHGFA has maintained a growing database of repair requests (Nearly 500 records) of homeowners that require repair assistance…many that are homeowners living in Madera. In fact, it was the continual request for assistance that prompted us to expand our service area to Madera County. A list of those interested residents has been maintained and will be contacted once the repair program contract is executed, and HFHGFA is given clearance to begin outreach.

**Phase II Outreach** - In order to properly serve the clients that have been waiting and have already been identified, HFHGFA will not promote these services initially…or until we exhausted the current informal waiting list. The goal of this approach is to avoid any situation where we promote services that are no longer available due to exhaustion of funding. Managing these expectations are key to a long-term partnership. For our Phase II Outreach plan, we will leverage existing partnerships to reach prospective clients. HGFA currently has partnerships with partner organizations that will render the most productive outreach scenarios. The following partner organizations have been identified as agencies that reach older adult homeowners at their homes, and would be ideally suited to identify clients:

- Community Action Partnership of Madera County (CAPMC)
- Fresno/Madera Area Agency on Aging (FMAAA)
- Madera Senior Center & Community Centers with Senior programs
- Meals on Wheels programs

**Phase III Outreach** - We anticipate exhausting funds and reaching our unit commitment without the need for further outreach. However, if needed, HGFA will engage in door-to-door targeted neighborhood outreach, an outreach activity that we have continuously performed in Fresno County. If needed, HFHGFA will reach out to our media partners for additional program marketing.

**Section 6 - Client Eligibility/Income Verification Plan**

To qualify for assistance, homeowners must meet ALL of the following eligibility requirements:

- House must be owner-occupied. For properties with joint ownership, at least one owner must reside at the house full time
- Application must be filled out in entirety
- Program will be made available to all homeowner-occupied single-family dwelling units within the city of Madera (excluding county islands)
- Property cannot be located in a flood zone
- Homeowner must have owned the property for a minimum of one year at the time of application.
- Household income to NOT EXCEED 80% of Area Median Income (AMI).

| 1 Person | 2 Persons | 3 Persons | 4 Persons | 5 Persons | 6 Persons | 7 Persons |
|---|---|---|---|---|---|---|
| $33,450 | $38,200 | $43,000 | $47,750 | $51,600 | $55,400 | $59,250 |

**Income Eligibility / Waitlist**
In order to be eligible for assistance, the cumulative adjusted gross household income for all persons occupying a program-assisted unit cannot exceed 80% of area median income as defined by HUD at the time of application. Low- and moderate-income guidelines for this program are defined by HUD, and revised annually. Program staff will use the most current income limits to verify eligibility at the time of intake and at the time of assistance. If a household is placed on the waitlist for funding, Program staff may request that the household recertify their income and provide updated household and/or tenant income documentation to ensure that the household is still eligible for funding at the time of assistance. If updated documentation is not provided, HFHGFA reserves the right to reject the application and remove it from the waitlist.

**Providing False Information**
If an applicant falsifies or provides misleading information in an application, the applicant may be permanently disqualified from participation in the Program and will be required to repay any Program assistance already expended. Examples of this may include failure to report income from employment or failing to report an accurate account of residents in the household.

**Verification of Eligibility**

HFHGFA shall not discriminate against any persons on basis of race, color, ancestry, national origin, religion, sex, age, marital status, family status, source of income/rental assistance subsidy, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC), sexual orientation, or any other arbitrary basis account of, race, religion, sex, family status, age, handicap, or place of national origin in its performance of this Agreement and the completion of the Project.

**Property Verification** - Property ownership verification can be made by providing a copy of the current annual property tax statement from the local County Assessor's Office. If title to the property is in a trust, the applicants must be named as the trustee of the trust. Applicants holding title in a life estate are eligible if the property is their principal place of residence. Properties located in a flood zone or outside city limits are not eligible. Property taxes may not be in default at the time of application. CDBG funds cannot be used to bring property taxes current to participate in the Program.

**Income Verification** - Income eligibility is based on the gross anticipated annual income and may not exceed 80 percent of the Madera area median income adjusted for household size. Applicants must complete the household income section of the homeowner application, indicating the number of household members and income. Income from all household members 18 years of age and over must be included. For all residents that receive SSI as their sole income, a copy of the Social Security Benefits Statement is all that is required as their proof of income.

Other Income verification may include:

- Three most recent and consecutive pay stubs for proof of active income.
- Supplemental Security Income (SSI), annuities, cash value of whole life insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts. These amounts should not be grossed up.
- Proof of SSI/Pension income can be a benefit statement
- Income in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay.
- Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
- Interest, dividends, and other net income of any kind from personal property. Where the net assets are in excess of $5,000, income includes the greater of the actual income derived from all the assets or a percentage of the value of all such assets based on the current passbook savings rate, as determined by HUD's guidelines.

Income qualification for self-employed persons can be based on prior year income tax returns. Net income plus depreciation from the operation of a business or profession will be used.

**CITY OF MADERA**
**Quarterly Activity Report**

**Contract Period: August 8, 2019 to June 30, 2020**

**NAME OF ORGANIZATION:** **Habitat for Humanity Greater Fresno Area**
**4991 E. McKinley Avenue, Suite 123**
**Fresno, CA 93727**

**PROJECT TITLE:** **Home Rehabilitation Program**

**QUARTER AND YEAR OF REPORT: _____, 20__**

I. **Describe the current status of activity.**

II. **Describe activities to be undertaken in the next reporting period.**

III. **Describe problems and/or delays encountered and course of action taken.**

IV. **What actions have been taken to ensure all aspects of the project are completed on or before June 30, 2020?**

**ACTIVITY REPORTS ARE DUE OCTOBER 15, JANUARY 15, APRIL 15, AND JULY 15. RETURN THE REPORTS TO:**

**Jorge Antonio Rojas**
**Program Manager - Grants**
**CITY OF MADERA**
**205 West Fourth Street**
**Madera, CA 93637**
**Phone: (559) 661-3693**
**Fax: (559) 674-2972**
**Email: jrojas@cityofmadera.com**

**REPORT PREPARED BY: _____**

**Date: _____**

**Section 3 - Budget Table**

Based on the total funding request of $181,500, HFHGFA proposes the following breakdown of costs:

**Staffing Allocations**

| Position | Cost | Staff Allocation | Budget |
|---|---|---|---|
| Administrative/Intake | $15,000 | Partial allocation | Administrative |
| Outreach | $7,500 | | Activity Delivery |
| Inspections | $16,000 | Partial allocation | Activity Delivery |
| Program Management/ Administration | $5000 | Partial allocation | Activity Delivery |
| TOTAL | $43,500 | | |

**Other Allocations**

| Item | Cost | Comment |
|---|---|---|
| Operational Costs | $16,500 | This amount reserved for operational costs, such as rent, phones, utilities, etc. |
| Indirect Costs | $0 | De minimus 10% rate – HFHGFA will absorb these costs |
| TOTAL | $16,500 | |

**Grant Assistance to Beneficiaries**

| | Cost Per Program | # Projects |
|---|---|---|
| Critical Repair Grants | $76,500 | Minimum 10 projects |
| Accessibility/Minor Repair Grants | $45,000 | Minimum 10 projects |
| TOTAL | $121,500 | 20 projects |

# Exhibit C

## COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

EXHIBIT C

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

# Exhibit D

**U.S. Department of Housing and Urban Development**
COMMUNITY PLANNING AND DEVELOPMENT

**Special Attention of:**
All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice CPD- 00-10

Issued: December 26, 2000
Expires: December 26, 2001

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**Subject:** Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

## I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

### Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

## II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

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Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. (24 CFR §8.3) For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

**Non-housing Programs**

**New Construction** -- Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

**Alterations to facilities** -- Part 8 requires to the maximum extent feasible, that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

**Existing non-housing facilities** - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. (24 CFR §8.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. 24 CFR §8.21(c)(1) Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program. (24 CFR §8.21(c)(iii))

**Historic Preservation** - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property, However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

**Accessibility Standards**

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement, however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

**Employment**

Section 504 also prohibits discrimination based upon disability in employment. See 24 CFR Part 8, Subpart B.

**Section 504 Self Evaluations**

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. However, self-evaluation continues to be an excellent management tool for ensuring that a recipient's current policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.

- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)

- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.

- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

## III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

**Title I** prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

**Title II** prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections . Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at **www.usdoj.gov/crt/ada/taprog.htm,** and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY).** The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

**Title III** prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

## IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

## V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page **(http://www.hud.gov/fhe/504/sect504.html).** Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

| | CPD | FHEO |
|---|---|---|
| **Boston, MA** | 617 565-5345 | 617 565-5310 |
| **Hartford, CT** | 806 240-4800 x3059 | 860 240-4800 |
| **New York, NY** | 212 264-0771 x3422 | 212 264-1290 |
| **Buffalo, NY** | 716 551-5755 x5800 | 716 551-5755 |
| **Newark, NJ** | 973 622-7900 x3300 | 973 622-7900 |
| **Philadelphia, PA** | 215 656-0624 x3201 | 215 656-0661 |
| **Pittsburgh, PA** | 412 644-2999 | 412 355-3167 |
| **Baltimore, MD** | 410 962-2520 x3071 | 410 962-2520 |
| **Richmond, VA** | 804 278-4503 x3229 | 804 278-4504 |
| **Washington, DC** | 202 275-0994 x3163 | 202 275-0848 |
| **Atlanta, GA** | 404 331-5001 x2449 | 404 331-1798 |
| **Birmingham, AL** | 205 290-7630 x1027 | 205 290-7630 |
| **South Florida** | 305 536-4431 x2223 | 305 536-4479 |
| **Jacksonville, FL** | 904 232-1777 x2136 | 904 232-1777 |
| **San Juan, PR** | 787 766-5400 x2005 | 787 766-5400 |
| **Louisville, KY** | 502 582-6163 x214 | 502 582-6163 x230 |
| **Jackson, MS** | 601 965-4700 x3140 | 601 965-4700 x2435 |
| **Knoxville, TN** | 865 545-4391 x121 | 865 545-4379 |
| **Greensboro, NC** | 336 547-4005 | 336 547-4050 |
| **Columbia, SC** | 803 765-5564 | 803 765-5936 |
| **Chicago, IL** | 312 353-1696 x2702 | 312 353-7776 |
| **Minneapolis, MN** | 612 370-3019 x2107 | 612 370-3185 |

# Exhibit D

| | | |
|---|---|---|
| **Detroit, MI** | 313 226-7908 x8055 | 313 226-6280 |
| **Milwaukee, WI** | 414 297-3214 x8100 | 414 297-3214 |
| **Columbus, OH** | 614 469-5737 x8240 | 614 469-5737 x8170 |
| **Indianapolis, IN** | 317 226-6303 x6790 | 317 226-7654 |
| **Little Rock, AK** | 501 324-6375 | 501 324-6296 |
| **Oklahoma City, OK** | 405 553-7569 | 405 553-7426 |
| **Kansas City, KS** | 913 551-5485 | 913 551-5834 |
| **Omaha, NE** | 402 492-3181 | 402 492-3109 |
| **St. Louis, MO** | 314 539-6524 | 314 539-6327 |
| **New Orleans, LA** | 504 589-7212 x3047 | 504 589-7219 |
| **Fort Worth, TX** | 817 978-5934 x5951 | 817 978-5870 |
| **San Antonio, TX** | 210 475-6820 x2293 | 210 475-6885 |
| **Albuquerque, NM** | 505 346-7271 x7361 | 505 346-7327 |
| **Denver, CO** | 303 672-5414 x1326 | 303 672-5437 |
| **San Francisco, CA** | 415 436-6597 | 415 436-6569 |
| **Los Angeles, CA** | 213 894-8000 x3300 | 213 894-8000 x3400 |
| **Honolulu, HI** | 808 522-8180 x264 | 808 522-8180 |
| **Phoenix, AZ** | 602 379-4754 | 602 379-6699 5261 |
| **Seattle, WA** | 206 220-5150 x3606 | 206 220-5170 |
| **Portland, OR** | 503 326-7018 | 503 326-3349 |
| **Manchester, NH** | 603 666-7640 x7633 | |
| **Anchorage, AK** | 907 271-3669 | |
| **Houston, TX** | | 713 313-2274 |

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**RESOLUTION NO. 19-_____**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2019/2020 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES ($103,615) WITH THE CITY OF MADERA ENGINEERING DEPARTMENT**

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The City Council approves a 2019/2020 Community Development Block Grant Agreement for Services with the City of Madera Engineering Department in the amount of $103,615.

2. A copy of the Agreement is attached hereto as Exhibit 1.

3. The Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.

4. The City Clerk is hereby authorized and directed to forward a copy of this Resolution to the Grant Administrator.

5. This resolution is effective upon written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2019/2020 Action Plan approval.

6. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

* * *

# Exhibit 1

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

**AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA**

This Agreement is entered into, effective on the date of August 8, 2019.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and the City of Madera Engineering Department, hereafter referred to as the "CONTRACTOR."

RECITALS:

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

WHEREAS, the Madera City Council has determined a project to install Sidewalk Improvements along Lilly Street and Vineyard Avenue near Martin Luther King Middle School is eligible under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to ensuring the safety and protection of Madera and its community members through adequate pedestrian and traffic safety and to maintaining sufficient resources for expanding protection as the community grows; and

WHEREAS, the CONTRACTOR submitted a project plan and budget install Sidewalk Improvements along Lilly Street and Vineyard Avenue near Martin Luther King Middle School is consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the City Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

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

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the CONTRACTOR in the performance of this Agreement and shall be documented to the CITY by

the fifteenth (15th) day of the month following the end of the quarter. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "B" and incorporated herein by reference. The total CDBG obligation of the CITY under this Agreement shall not exceed $103,615. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The CONTRACTOR shall disclose in all public information its funding source.

c. Lobbying Activity

The CONTRACTOR shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The CONTRACTOR shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The CONTRACTOR shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of Community Development Block Grant funds.

Program Income

CONTRACTOR shall report quarterly all program income as required under 24 CFR 570.503(b) (3) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to CITY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to CITY.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement so as to verify that CONTRACTOR are performing their obligations in accordance with the terms and conditions thereof. CONTRACTOR and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract August 8, 2019 and shall end its performance June 30, 2021, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR shall retain all fiscal books, account records, and client files for services performed under this

Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

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

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b) (5).

b. Reports/Required Notifications

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

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

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

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under

this Agreement. CONTRACTOR shall not affix any restrictive markings upon any data. If markings are affixed, CITY shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

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

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

8. Assignment

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

9. Subcontracts

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

B. An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

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

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

10. Conflict of Interest

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

11. Discrimination

a. Eligibility for Services

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

The CONTRACTOR'S services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. CONTRACTOR shall comply with requirements set forth in Exhibit D, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

12. Termination

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

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

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

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

13. Amendments

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

14. Administration

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

15. Evaluation

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

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

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

16. Governing Law

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

17. Reversion of Assets

The CONTRACTOR must obtain prior written approval from the CITY whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR shall reimburse the CITY in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the CITY of these obligations.

18. Breach of Agreement

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

19. No Third-Party Beneficiaries

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

20. Indemnification

Contractor shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

21. Entire Agreement

This Agreement constitutes the entire agreement between the CONTRACTOR and CITY with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

**CITY OF MADERA:**

By: _____
Andrew J. Medellin, Mayor

Date: _____

**THE CITY OF MADERA ENGINEERING DEPARTMENT:**

By: _____
Keith Helmuth, City Engineer

Date: 7-31-19

**ATTEST:**

By: _____
Claudia Mendoza, Interim City Clerk

Date: _____

**APPROVED AS TO LEGAL FORM:**

By: _____
Hilda Montoy, Interim City Attorney

Date: _____

**CITY OF MADERA**
**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**
**PROJECT PROPOSAL FORM**
**2019/2020**

**DATE SUBMITTED: 3/8/2019**

## A. GENERAL INFORMATION

1. Name of Department/Organization: City of Madera, Engineering Department

   Address: 205 W. Fourth Street, Madera, CA, 93637

   Contact Person: Jose Sandoval Phone: (559) 661-5418

   Concurrence: _____
   Department Head Signature/Authorizing Official

## B. ACTIVITY DESCRIPTION

1. Summary (Description of proposed project and anticipated accomplishment. If appropriate, include diagram of the area.):

   **The proposed project involves the construction of pedestrian facilities including sidewalk, access curb ramps and drive approaches. The project is located on the following streets: Lilly Street and Vineyard Avenue. This location is generally southwest and extending to within a ¼ mile of Martin Luther King Jr. Middle School. See the location map in Attachment 1.**

2. Need (Explain why project is needed.):

   **Various locations throughout the City of Madera, specifically in older developed areas, do not have adequate paths of travel for pedestrians traveling to schools, parks, churches, commercial areas, etc. A recent survey that was conducted throughout the community with the intent to determine what type of public improvements are the most important to the community determined that the highest priority for the community is building sidewalks to provide a safer pedestrian environment.**

   **Lilly Street and Vineyard Avenue, which surrounds Martin Luther King Jr. Middle School and lead up to collector and arterial roads Yosemite Avenue and Clinton Street, do not have sidewalks or access ramps and would be considered a high priority location per the aforementioned survey. The lack of sidewalks and ramps represents a potential unsafe path of travel for the students that attend the school and residents that walk to the commercial areas in Yosemite Avenue and to the park area in Clinton Street. This project will begin to fill in the missing sidewalks along direct routes to the school while**

7. What National Objective does your program meet?

**The pedestrian and intersection improvements meet the following national objectives:**

1. **The project is in a low-income area that utilizes the local school.**
2. **The project would positively address blight in the area by constructing sidewalk where dirt and weeds are present.**
3. **The project has a direct need to provide sidewalks for the residents. Pedestrian safety is a priority not just locally but also on a state and national level. The lack of sidewalks put pedestrians in unsafe situations by forcing them to walk on the roads.**

8. How does your proposal support the Vision Plan Madera 2025 Action Plan?

**The project not only includes the improvements to the street; they enhance the current pedestrian facilities and improve the ADA accessibility.**

## C. ENVIRONMENTAL IMPACTS:

1. Historical:

a. How old is the affected structure?

**NA. There are no historical sites in the project area that would be affected.**

b. Will this project affect an historically significant (or potentially historic) structure?

**NO**

2. Archeological:

a. Will this project involve any ground disturbance?

**The project will cause minimal ground disturbance as required to construct 4" thick concrete sidewalks.**

b. If so, how deep will excavation be and what is the volume of earth to be moved?

**NA**

3. Water:

a. Does this project involve a sewer or water system?

**No. This project will be limited to activities involving the construction of pedestrian facilities.**

**also providing ADA compliant corner ramps and adjust existing approaches as required.**

3. Estimated cost of project and source of estimate (if available): **$225,680.00**

**The engineer's estimate in Attachment 2.**

| | |
|---|---|
| **CDBG Fund:** | **$103,615.00** |
| **LTF Street Fund:** | **$25,000.00** |
| **Undetermined:** | **$97,065.00** |

Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

**This project will have additional funds provided by a designated line item for local match portion of the Local Transportation Streets Fund (LTF). The fund would provide $25,000.**

**The City of Madera Engineering Department will complete the design with the LTF dollars and a funding source will be later identified to complete the undetermined amount shown above in question 3.**

4. Timetable (assuming final approval next July 1). Will your proposal meet these goals in one year? Give starting date for activity.

**Upon award of the CDBG funds, the City will immediately begin the design phase, followed by right-of-way acquisition (if needed), and move on to construction. The schedule is highly dependent on the extent of right-of-way acquisition needed for this project. Areas along Vineyard Avenue have been identified with potential right-of-way conflict to install a 5-foot sidewalk and corner access ramps. See the project schedule in Attachment 3.**

5. What measureable goals will your program deliver?

**This project will help in furthering our goal of creating safe and complete paths of travel for pedestrians. This goal is also included in a City document called the Vision 2025 Plan.**

6. What are the project's expected outcomes? How are the outcomes assessed?

**The outcomes include decreasing the probability of pedestrian accidents along these routes. By making sidewalks and ramps available, pedestrians will no longer feel the need to walk in the streets and interact with vehicular traffic which in turn reduces the risk of pedestrian accidents.**

## D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

1. Primarily benefits low and moderate-income persons.

   a. Number of persons served annually:
   **The project is in the CDBG qualifying census tract 9. Referring to the 2010 census, the project will positively benefit approximately 9,612 low to moderate income residents in the surrounding area.**

   b. Service Area:
   Number of City residents served annually:
   **Approximately 9,612 residents in the surrounding area would benefit from construction of sidewalks and ADA facilities.**

   Number of persons with disabilities or seniors served:
   **The project would provide sidewalk for numerous seniors and disabled persons in the community. This project would contribute by providing safe access to the schools, commercial areas, local churches and the transit stop in the area.**

2. How will the proposed project prevent or eliminate slums or blight?
   **The proposed project is in a low-income area with a high minority population. The area currently has minimal pedestrian facilities on the local roads leading to the schools and commercial areas. Where sidewalks are missing, dirt and dried weeds are present. This project positively addresses the current blight by adding concrete sidewalk improvements where none previously existed.**

## E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

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

   **Several surveys were conducted throughout the community with the intent to determine what type of public improvements and public services are the most important to the community. The surveys were performed in January and February of 2019 at the following locations:**

   - **La Esperanza Market – Cleveland & Lake Street**

- **El Toro Loco – D Street**
- **Master Gardeners' Board Meeting**
- **Madera Adult School/ Workforce**
- **Camarena Health with Promotoras**
- **Trinity Lutheran Church**
- **Social Agencies Linking Together (SALT)**
- **Pomona Ranch**
- **Parent Resource Center Assistants at James Madison Elementary**
- **Hull Avenue Church**

**The surveys revealed that the highest priority for the community is building and repairing sidewalks to provide a safer pedestrian environment.**

2. Note complaints that have been received, etc.

**A complaint was received by the City of Madera Engineering Department in 2017 from a resident stating that sidewalks were necessary along Vineyard Avenue from Clinton Street to Yosemite Avenue due to students being forced to walk in the street on their way to school due to muddy dirt areas.**

3. Evidence of collaboration with other agencies within the community.

**See letters of support from the Madera Unified School District and the Successor Agency in Attachment 4.**

**Please see the eligible CDBG Census Tract Map in Attachment 5.**

| | |
|---|---|
| **RETURN AN ORIGINAL AND TWO COPIES TO:** | City of Madera<br>205 West Fourth Street<br>Madera, CA 93637<br>Attention: CDBG Administration |
| **DUE DATE:** | **March 8, 2019, 5:00 p.m.** |
| **CONTACT PERSON:** | Jorge Antonio Rojas, Program Manager – Grants<br>559-661-3693<br>jrojas@cityofmadera.com |

# ATTACHMENT 1
## LOCATION MAP

# Exhibit A

## Location Map

## Pedestrian Facilities at Lilly St & Vineyard Ave



# ATTACHMENT 2
## ENGINEER'S ESTIMATE

# Exhibit A

## PEDESTRIAN FACILITIES ON LILLY STREET & VINEYARD AVENUE

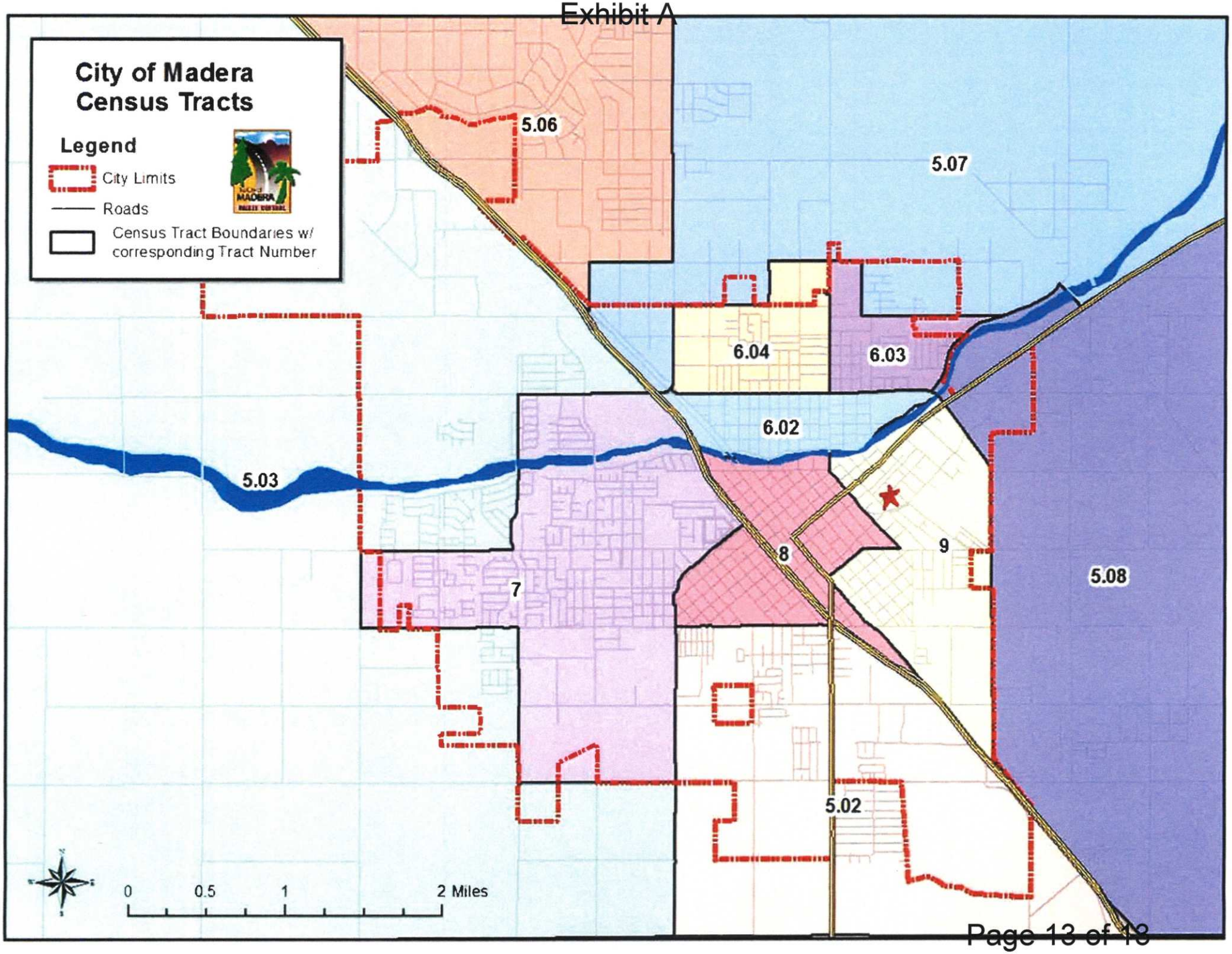
## ENGINEER'S ESTIMATE

| Item | Description | Unit | Quantity | Unit Price | Total Amount |
|---|---|---|---|---|---|
| 1 | Mobilization, Bonds, Insurance & Permits (not to exceed $10,000) | LS | 1 | $ 10,000.00 | $ 10,000.00 |
| 2 | Traffic Control, Signage and Detours | LS | 1 | $ 15,000.00 | $ 15,000.00 |
| 3 | Water Pollution Control Plan( WPCP) & Dust Control Plan | LS | 1 | $ 3,500.00 | $ 3,500.00 |
| 4 | Clearing & Grubbing, Demolition, Removal & Disposal | LS | 1 | $ 25,000.00 | $ 25,000.00 |
| 5 | Concrete Sidewalk | SF | 7200 | $ 8.00 | $ 57,600.00 |
| 6 | Concrete Drive Approach | EA | 9 | $ 3,000.00 | $ 27,000.00 |
| 7 | Concrete ADA ramp with truncated domes | EA | 2 | $ 5,000.00 | $ 10,000.00 |
| 8 | 6" Concrete Curb & Gutter | LF | 100 | $ 50.00 | $ 5,000.00 |
| 9 | Asphalt Concrete Type B - 1/2" | TON | 15 | $ 300.00 | $ 4,500.00 |
| 10 | Adjust, Relocate Existing Irrigation System | LS | 1 | $ 5,000.00 | $ 5,000.00 |
| 11 | Adjust Utility Boxes to Grade | EA | 20 | $ 300.00 | $ 6,000.00 |
| 12 | Miscellaneous Facilities and Operations (Not to exceed $5,000) | LS | 1 | $ 5,000.00 | $ 5,000.00 |

| | | |
|---|---|---|
| Construction Total | $ | 173,600.00 |
| Design 10% | $ | 17,360.00 |
| Construction Contingencies 10% | $ | 17,360.00 |
| Construction Management 10% | $ | 17,360.00 |
| TOTAL | $ | 225,680.00 |
| | | |
| CDBG | $ | 203,112.00 |
| LTF Streets | $ | 22,568.00 |

# ATTACHMENT 3
## PROJECT SCHEDULE

# ATTACHMENT 5
## CENSUS TRACT MAP


City of Madera
Census Tracts
Legend
City Limits
Roads
Census Tract Boundaries w/
corresponding Tract Number
5.06
5.07
6.04
6.03
6.02
5.03
8
9
5.08
7
5.02
0
0.5
1
2 Miles

# ATTACHMENT 3
## PROJECT SCHEDULE

# Exhibit A

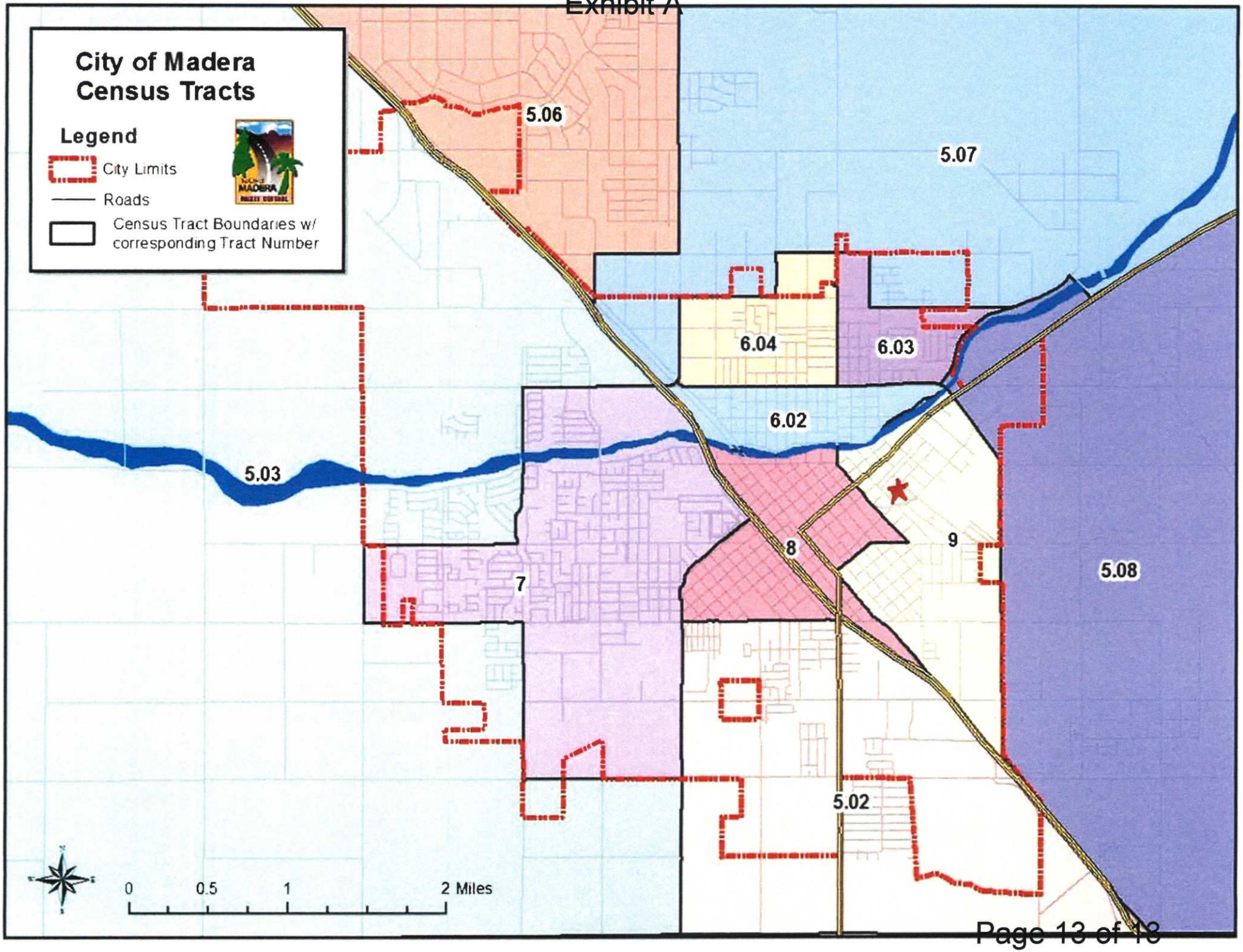
| CDBG PROJECT SCHEDULE FOR<br>PEDESTRIAN FACILITIES AT LILLY STREET & VINEYARD AVENUE | | PROJECTED EXPENDITURE DATES |
|---|---|---|
| **ITEM OF WORK** | **DATE** | **DESIGN** |
| CDBG Funds Awarded | July 2019 | CDBG $17,360.00*** |
| Preliminary Design, Environmental Review, & Right-of-Way Research | July 2019 - December 2019 | |
| Design* | January 2020 - June 2020 | |
| Advertise for Construction | July 2020 | **CONSTRUCTION** |
| Award the Project | September 2020 | CDBG $185,752.00 |
| Construction Phase** | October 2020 - January 2021 | LTF $22,568.00 |
| Project Close-Out | June 2021 | |

* Design Phase may be extended 2-6 months if right-of-way acquisition is required
It may be extended up to 12 months if eminent domain is necessary

** Construction Phase may be extended dependent on weather

*** CDBG Projected expenditure of $27,170 for design is based on the assumption that CDBG fund will be available by July.

# ATTACHMENT 5
## CENSUS TRACT MAP


City of Madera
Census Tracts
Legend
City Limits
Roads
Census Tract Boundaries w/
corresponding Tract Number
5.06
5.07
6.04
6.03
6.02
5.03
8
9
5.08
7
5.02
0
0.5
1
2 Miles

# Exhibit B

## PEDESTRIAN FACILITIES ON LILLY STREET & VINEYARD AVENUE

## ENGINEER'S ESTIMATE

| Item | Description | Unit | Quantity | Unit Price | Total Amount |
|---|---|---|---|---|---|
| 1 | Mobilization, Bonds, Insurance & Permits (not to exceed $10,000) | LS | 1 | $ 10,000.00 | $ 10,000.00 |
| 2 | Traffic Control, Signage and Detours | LS | 1 | $ 15,000.00 | $ 15,000.00 |
| 3 | Water Pollution Control Plan( WPCP) & Dust Control Plan | LS | 1 | $ 3,500.00 | $ 3,500.00 |
| 4 | Clearing & Grubbing, Demolition, Removal & Disposal | LS | 1 | $ 25,000.00 | $ 25,000.00 |
| 5 | Concrete Sidewalk | SF | 7200 | $ 8.00 | $ 57,600.00 |
| 6 | Concrete Drive Approach | EA | 9 | $ 3,000.00 | $ 27,000.00 |
| 7 | Concrete ADA ramp with truncated domes | EA | 2 | $ 5,000.00 | $ 10,000.00 |
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| 9 | Asphalt Concrete Type B - 1/2" | TON | 15 | $ 300.00 | $ 4,500.00 |
| 10 | Adjust, Relocate Existing Irrigation System | LS | 1 | $ 5,000.00 | $ 5,000.00 |
| 11 | Adjust Utility Boxes to Grade | EA | 20 | $ 300.00 | $ 6,000.00 |
| 12 | Miscellaneous Facilities and Operations (Not to exceed $5,000) | LS | 1 | $ 5,000.00 | $ 5,000.00 |

| | | |
|---|---|---|
| Construction Total | $ | 173,600.00 |
| Design 10% | $ | 17,360.00 |
| Construction Contingencies 10% | $ | 17,360.00 |
| Construction Management 10% | $ | 17,360.00 |
| TOTAL | $ | 225,680.00 |

| | | |
|---|---|---|
| CDBG | $ | 103,615.00 |
| LTF Streets | $ | 25,000.00 |
| Undetermined | $ | 97,065.00 |

# Exhibit C

## COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

EXHIBIT C

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

# Exhibit C

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

# Exhibit D

**U.S. Department of Housing and Urban Development**
COMMUNITY PLANNING AND DEVELOPMENT

**Special Attention of:**
All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice CPD- 00-10

Issued: December 26, 2000
Expires: December 26, 2001

---

**Subject:** Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

## I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

### Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

## II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

Distribution: W-3-1

Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. (24 CFR §8.3) For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

**Non-housing Programs**

**New Construction** -- Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

**Alterations to facilities** -- Part 8 requires to the maximum extent feasible, that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

**Existing non-housing facilities** - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. (24 CFR §8.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. 24 CFR §8.21(c)(1) Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program. (24 CFR §8.21(c)(iii))

**Historic Preservation** - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property, However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

**Accessibility Standards**

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement, however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

**Employment**

Section 504 also prohibits discrimination based upon disability in employment. See 24 CFR Part 8, Subpart B.

**Section 504 Self Evaluations**

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. However, self-evaluation continues to be an excellent management tool for ensuring that a recipient's current policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.

- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)

- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.

- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

## III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

**Title I** prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

**Title II** prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections . Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at **www.usdoj.gov/crt/ada/taprog.htm,** and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY).** The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

**Title III** prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

## IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

## V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page **(http://www.hud.gov/fhe/504/sect504.html).** Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

| | CPD | FHEO |
|---|---|---|
| **Boston, MA** | 617 565-5345 | 617 565-5310 |
| **Hartford, CT** | 806 240-4800 x3059 | 860 240-4800 |
| **New York, NY** | 212 264-0771 x3422 | 212 264-1290 |
| **Buffalo, NY** | 716 551-5755 x5800 | 716 551-5755 |
| **Newark, NJ** | 973 622-7900 x3300 | 973 622-7900 |
| **Philadelphia, PA** | 215 656-0624 x3201 | 215 656-0661 |
| **Pittsburgh, PA** | 412 644-2999 | 412 355-3167 |
| **Baltimore, MD** | 410 962-2520 x3071 | 410 962-2520 |
| **Richmond, VA** | 804 278-4503 x3229 | 804 278-4504 |
| **Washington, DC** | 202 275-0994 x3163 | 202 275-0848 |
| **Atlanta, GA** | 404 331-5001 x2449 | 404 331-1798 |
| **Birmingham, AL** | 205 290-7630 x1027 | 205 290-7630 |
| **South Florida** | 305 536-4431 x2223 | 305 536-4479 |
| **Jacksonville, FL** | 904 232-1777 x2136 | 904 232-1777 |
| **San Juan, PR** | 787 766-5400 x2005 | 787 766-5400 |
| **Louisville, KY** | 502 582-6163 x214 | 502 582-6163 x230 |
| **Jackson, MS** | 601 965-4700 x3140 | 601 965-4700 x2435 |
| **Knoxville, TN** | 865 545-4391 x121 | 865 545-4379 |
| **Greensboro, NC** | 336 547-4005 | 336 547-4050 |
| **Columbia, SC** | 803 765-5564 | 803 765-5936 |
| **Chicago, IL** | 312 353-1696 x2702 | 312 353-7776 |
| **Minneapolis, MN** | 612 370-3019 x2107 | 612 370-3185 |

# Exhibit D

| | | |
|---|---|---|
| **Detroit, MI** | 313 226-7908 x8055 | 313 226-6280 |
| **Milwaukee, WI** | 414 297-3214 x8100 | 414 297-3214 |
| **Columbus, OH** | 614 469-5737 x8240 | 614 469-5737 x8170 |
| **Indianapolis, IN** | 317 226-6303 x6790 | 317 226-7654 |
| **Little Rock, AK** | 501 324-6375 | 501 324-6296 |
| **Oklahoma City, OK** | 405 553-7569 | 405 553-7426 |
| **Kansas City, KS** | 913 551-5485 | 913 551-5834 |
| **Omaha, NE** | 402 492-3181 | 402 492-3109 |
| **St. Louis, MO** | 314 539-6524 | 314 539-6327 |
| **New Orleans, LA** | 504 589-7212 x3047 | 504 589-7219 |
| **Fort Worth, TX** | 817 978-5934 x5951 | 817 978-5870 |
| **San Antonio, TX** | 210 475-6820 x2293 | 210 475-6885 |
| **Albuquerque, NM** | 505 346-7271 x7361 | 505 346-7327 |
| **Denver, CO** | 303 672-5414 x1326 | 303 672-5437 |
| **San Francisco, CA** | 415 436-6597 | 415 436-6569 |
| **Los Angeles, CA** | 213 894-8000 x3300 | 213 894-8000 x3400 |
| **Honolulu, HI** | 808 522-8180 x264 | 808 522-8180 |
| **Phoenix, AZ** | 602 379-4754 | 602 379-6699 5261 |
| **Seattle, WA** | 206 220-5150 x3606 | 206 220-5170 |
| **Portland, OR** | 503 326-7018 | 503 326-3349 |
| **Manchester, NH** | 603 666-7640 x7633 | |
| **Anchorage, AK** | 907 271-3669 | |
| **Houston, TX** | | 713 313-2274 |

Distribution: W-3-1

**RESOLUTION NO. 19-_____**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2019/2020 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES ($317,889) WITH THE CITY OF MADERA ENGINEERING DEPARTMENT**

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The City Council approves a 2019/2020 Community Development Block Grant Agreement for Services with the City of Madera Engineering Department in the amount of $317,889.

2. A copy of the Agreement is attached hereto as Exhibit 1.

3. The Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.

4. The City Clerk is hereby authorized and directed to forward a copy of this Resolution to the Grant Administrator.

5. This resolution is effective upon written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2019/2020 Action Plan approval.

6. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

* * *

# Exhibit 1

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

**AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA**

This Agreement is entered into, effective on the date of August 8, 2019.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and the City of Madera Engineering Department, hereafter referred to as the "CONTRACTOR."

RECITALS:

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

WHEREAS, the Madera City Council has determined a project to install Sidewalk Improvements along Maple Street, Stadium Road, Monterey Street and Santa Cruz Street near James Madison Elementary School and Madera High School North Campus, is eligible under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to ensuring the safety and protection of Madera and its community members through adequate pedestrian and traffic safety and to maintaining sufficient resources for expanding protection as the community grows; and

WHEREAS, the CONTRACTOR submitted a project plan and budget install Sidewalk Improvements along Lilly Street and Vineyard Avenue near Martin Luther King Middle School is consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the City Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

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

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the CONTRACTOR in the performance of this Agreement and shall be documented to the CITY by the fifteenth (15th) day of the month following the end of the quarter. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "B" and incorporated herein by reference. The total CDBG obligation of the CITY under this Agreement shall not exceed $103,615. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The CONTRACTOR shall disclose in all public information its funding source.

c. Lobbying Activity

The CONTRACTOR shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The CONTRACTOR shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The CONTRACTOR shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of Community Development Block Grant funds.

Program Income

CONTRACTOR shall report quarterly all program income as required under 24 CFR 570.503(b) (3) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to CITY at the end of the contract period. Any interest earned

on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to CITY.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement so as to verify that CONTRACTOR are performing their obligations in accordance with the terms and conditions thereof. CONTRACTOR and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract August 8, 2019 and shall end its performance June 30, 2021, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

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

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

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b) (5).

b. Reports/Required Notifications

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

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

CITY shall notify CONTRACTOR in writing within thirty (30) days of any potential State or

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

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

c. CDBG Reporting Requirements

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

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

8. Assignment

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

9. Subcontracts

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

B. An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

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

the CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the CONTRACTOR.

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

10. Conflict of Interest

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

11. Discrimination

a. Eligibility for Services

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

The CONTRACTOR'S services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. CONTRACTOR shall comply with requirements set forth in Exhibit D, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

12. Termination

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

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

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

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

13. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in

writing by the City Administrator, or his designee.

14. Administration

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

15. Evaluation

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

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

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

16. Governing Law

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

17. Reversion of Assets

The CONTRACTOR must obtain prior written approval from the CITY whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR shall reimburse the CITY in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the CITY of these obligations.

18. Breach of Agreement

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

19. No Third-Party Beneficiaries

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

20. Indemnification

Contractor shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

21. Entire Agreement

This Agreement constitutes the entire agreement between the CONTRACTOR and CITY with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

**CITY OF MADERA:**

By: _____
Andrew J. Medellin, Mayor

Date: _____

**THE CITY OF MADERA ENGINEERING DEPARTMENT:**

By: _____
Keith Helmuth, City Engineer

Date: 7-31-19

**ATTEST:**

By: _____
Claudia Mendoza, Interim City Clerk

Date: _____

**APPROVED AS TO LEGAL FORM:**

By: _____
Hilda Montoy, Interim City Attorney

Date: _____

**CITY OF MADERA**
**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**
**PROJECT PROPOSAL FORM**
**2019/2020**

**DATE SUBMITTED: 3/8/2019**

## A. GENERAL INFORMATION

1. Name of Department/Organization: City of Madera, Engineering Department

   Address: 205 W. Fourth Street, Madera, CA, 93637

   Contact Person: Jose Sandoval Phone: (559) 661-5418

   Concurrence: _____
   Department Head Signature/Authorizing Official

## B. ACTIVITY DESCRIPTION

1. Summary (Description of proposed project and anticipated accomplishment. If appropriate, include diagram of the area.):

   **The proposed project involves the construction of pedestrian facilities including sidewalk, access curb ramps and drive approaches. The project is located on the following streets: Maple Street, Stadium Road, Monterey Street and Santa Cruz Street. This location is generally southeast and extending to within a ¼ mile of James Madison Elementary and Madera High School North Campus. See the location map in Attachment 1.**

2. Need (Explain why project is needed.):

   **Various locations throughout the City of Madera, specifically in older developed areas, do not have adequate paths of travel for pedestrians traveling to schools, parks, churches, commercial areas, etc. A recent survey that was conducted throughout the community with the intent to determine what type of public improvements are the most important to the community determined that the highest priority for the community is building sidewalks to provide a safer pedestrian environment.**

   **Maple Street, Stadium Road, Monterey Street and Santa Cruz Street, which surround James Madison Elementary and Madera High School North Campus and lead up to collector and arterial roads Stadium Road and Olive Avenue, do not have sidewalks or access ramps and would be considered a high priority location per the aforementioned survey. The lack of sidewalks and ramps represents a potential unsafe path of travel for the students that attend the school and residents that walk to the commercial areas in Olive Avenue. This project will begin to fill in the missing sidewalks along direct routes**

**to the school while also providing ADA compliant corner ramps and adjust existing approaches as required.**

3. Estimated cost of project and source of estimate (if available): **$353,210.00**

**The engineer's estimate in Attachment 2.**

**CDBG Fund: $317,889.00**
**LTF Street Fund: $35,321.00**

**The City of Madera Engineering Department has the ability to reduce the scope of the project if the grant awarding body wishes to award a lesser amount than the $317,889.00 and the City will commit to a 10% funding match.**

Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

**This project will have additional funds provided by a designated line item for local match portion of the Local Transportation Streets Fund (LTF). The fund would provide $35,321.00 or that equating to a 10% match.**

4. Timetable (assuming final approval next July 1). Will your proposal meet these goals in one year? Give starting date for activity.

**Upon award of the CDBG funds, the City will immediately begin the design phase, followed by right-of-way acquisition (if needed), and move on to construction. The schedule is highly dependent on the extent of right-of-way acquisition needed for this project. Areas along Maple Street have been identified with potential right-of-way conflict to install a 5-foot sidewalk and corner access ramps. See the project schedule in Attachment 3.**

5. What measureable goals will your program deliver?

**This project will help in furthering our goal of creating safe and complete paths of travel for pedestrians. This goal is also included in a City document called the Vision 2025 Plan.**

6. What are the project's expected outcomes? How are the outcomes assessed?

**The outcomes include decreasing the probability of pedestrian accidents along these routes. By making sidewalks and ramps available, pedestrians will no longer feel the need to walk in the streets and interact with vehicular traffic which in turn reduces the risk of pedestrian accidents.**

7. What National Objective does your program meet?

**The pedestrian and intersection improvements meet the following national objectives:**

1. **The project is in a low-income area that utilizes the local school.**
2. **The project would positively address blight in the area by constructing sidewalk where dirt and weeds are present.**
3. **The project has a direct need to provide sidewalks for the residents. Pedestrian safety is a priority not just locally but also on a state and national level. The lack of sidewalks put pedestrians in unsafe situations by forcing them to walk on the roads.**

8. How does your proposal support the Vision Plan Madera 2025 Action Plan?

**The project not only includes the improvements to the street; they enhance the current pedestrian facilities and improve the ADA accessibility.**

## C. ENVIRONMENTAL IMPACTS:

1. Historical:

a. How old is the affected structure?

**NA. There are no historical sites in the project area that would be affected.**

b. Will this project affect an historically significant (or potentially historic) structure?

**NO**

2. Archeological:

a. Will this project involve any ground disturbance?

**The project will cause minimal ground disturbance as required to construct 4" thick concrete sidewalks.**

b. If so, how deep will excavation be and what is the volume of earth to be moved?

**NA**

3. Water:

a. Does this project involve a sewer or water system?

**No. This project will be limited to activities involving the construction of pedestrian facilities.**

## D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

1. Primarily benefits low and moderate-income persons.

   a. Number of persons served annually:
   **The project is in the CDBG qualifying census tract 5.02. Referring to the 2010 census, the project will positively benefit approximately 10,473 low to moderate income residents in the surrounding area.**

   b. Service Area:
   Number of City residents served annually:
   **Approximately 10,473 residents in the surrounding area would benefit from construction of sidewalks and ADA facilities.**

   Number of persons with disabilities or seniors served:
   **The project would provide sidewalk for numerous seniors and disabled persons in the community. This project would contribute by providing safe access to the schools, commercial areas, local churches and the transit stop in the area.**

2. How will the proposed project prevent or eliminate slums or blight?
   **The proposed project is in a low-income area with a high minority population. The area currently has minimal pedestrian facilities on the local roads leading to the schools and commercial areas. Where sidewalks are missing, dirt and dried weeds are present. This project positively addresses the current blight by adding concrete sidewalk improvements where none previously existed.**

## E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

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

   **Several surveys were conducted throughout the community with the intent to determine what type of public improvements and public services are the most important to the community. The surveys were performed in January and February of 2019 at the following locations:**

   - **La Esperanza Market – Cleveland & Lake Street**

- **El Toro Loco – D Street**
- **Master Gardeners' Board Meeting**
- **Madera Adult School/ Workforce**
- **Camarena Health with Promotoras**
- **Trinity Lutheran Church**
- **Social Agencies Linking Together (SALT)**
- **Pomona Ranch**
- **Parent Resource Center Assistants at James Madison Elementary**
- **Hull Avenue Church**

**The surveys revealed that the highest priority for the community is building and repairing sidewalks to provide a safer pedestrian environment.**

2. Note complaints that have been received, etc.
   **A complaint was received by the City of Madera Engineering Department in 2017 from a resident stating that sidewalks were necessary along Vineyard Avenue from Clinton Street to Yosemite Avenue due to students being forced to walk in the street on their way to school due to muddy dirt areas.**

3. Evidence of collaboration with other agencies within the community.
   **See letters of support from the Madera Unified School District and the Successor Agency in Attachment 4.**

**Please see the eligible CDBG Census Tract Map in Attachment 5.**

| | |
|---|---|
| **RETURN AN ORIGINAL AND TWO COPIES TO:** | City of Madera<br>205 West Fourth Street<br>Madera, CA 93637<br>Attention: CDBG Administration |
| **DUE DATE:** | **March 8, 2019, 5:00 p.m.** |
| **CONTACT PERSON:** | Jorge Antonio Rojas, Program Manager – Grants<br>559-661-3693<br>jrojas@cityofmadera.com |

# ATTACHMENT 1
## LOCATION MAP

# Exhibit A

## Location Map
## Pedestrian Facilities at Stadium Rd, Maple Street, Santa Cruz Street & Monterey Street



# ATTACHMENT 2
## ENGINEER'S ESTIMATE

# Exhibit A

## PEDESTRIAN FACILITIES ON MAPLE ST, STADIUM RD, MONTEREY ST & SANTA CRUZ ST

## ENGINEER'S ESTIMATE

| Item | Description | Unit | Quantity | Unit Price | Total Amount |
|---|---|---|---|---|---|
| 1 | Mobilization, Bonds, Insurance & Permits (not to exceed $10,000) | LS | 1 | $ 10,000.00 | $ 10,000.00 |
| 2 | Traffic Control, Signage and Detours | LS | 1 | $ 15,000.00 | $ 15,000.00 |
| 3 | Water Pollution Control Plan( WPCP) & Dust Control Plan | LS | 1 | $ 3,500.00 | $ 3,500.00 |
| 4 | Clearing & Grubbing, Demolition, Removal & Disposal | LS | 1 | $ 25,000.00 | $ 25,000.00 |
| 5 | Remove Existing Trees | EA | 4 | $ 2,000.00 | $ 8,000.00 |
| 6 | Concrete Sidewalk | SF | 10650 | $ 8.00 | $ 85,200.00 |
| 7 | Concrete Drive Approach | EA | 10 | $ 4,000.00 | $ 40,000.00 |
| 8 | Concrete ADA ramp with truncated domes | EA | 9 | $ 4,500.00 | $ 40,500.00 |
| 9 | 6" Concrete Curb & Gutter | LF | 380 | $ 50.00 | $ 19,000.00 |
| 10 | Asphalt Concrete Type B - 1/2" | TON | 15 | $ 300.00 | $ 4,500.00 |
| 11 | Adjust, Relocate Existing Irrigation System | LS | 1 | $ 5,000.00 | $ 5,000.00 |
| 12 | Relocate Fire Hydrant | EA | 1 | $ 5,000.00 | $ 5,000.00 |
| 13 | Adjust Utility Boxes to Grade | EA | 20 | $ 300.00 | $ 6,000.00 |
| 14 | Miscellaneous Facilities and Operations (Not to exceed $5,000) | LS | 1 | $ 5,000.00 | $ 5,000.00 |

| | | |
|---|---|---|
| Construction Total | $ | 271,700.00 |
| Design 10% | $ | 27,170.00 |
| Construction Contingencies 10% | $ | 27,170.00 |
| Construction Management 10% | $ | 27,170.00 |
| TOTAL | $ | 353,210.00 |
| | | |
| CDBG | $ | 317,889.00 |
| LTF Streets | $ | 35,321.00 |

# ATTACHMENT 3
## PROJECT SCHEDULE

# Exhibit A

| CDBG PROJECT SCHEDULE FOR PEDESTRIAN FACILITIES AT STADIUM RD, MAPLE ST, SANTA CRUZ ST & MONTERREY ST | | PROJECTED EXPENDITURE DATES |
|---|---|---|
| **ITEM OF WORK** | **DATE** | **DESIGN** |
| CDBG Funds Awarded | July 2019 | CDBG $27,170.00*** |
| Preliminary Design, Environmental Review, & Right-of-Way Research | July 2019 - December 2019 | |
| Design* | January 2020 - June 2019 | |
| Advertise for Construction | July 2020 | **CONSTRUCTION** |
| Award the Project | September 2020 | CDBG $290,719.00 |
| Construction Phase** | October 2020 - January 2021 | LTF $35,321.00 |
| Project Close-Out | June 2021 | |

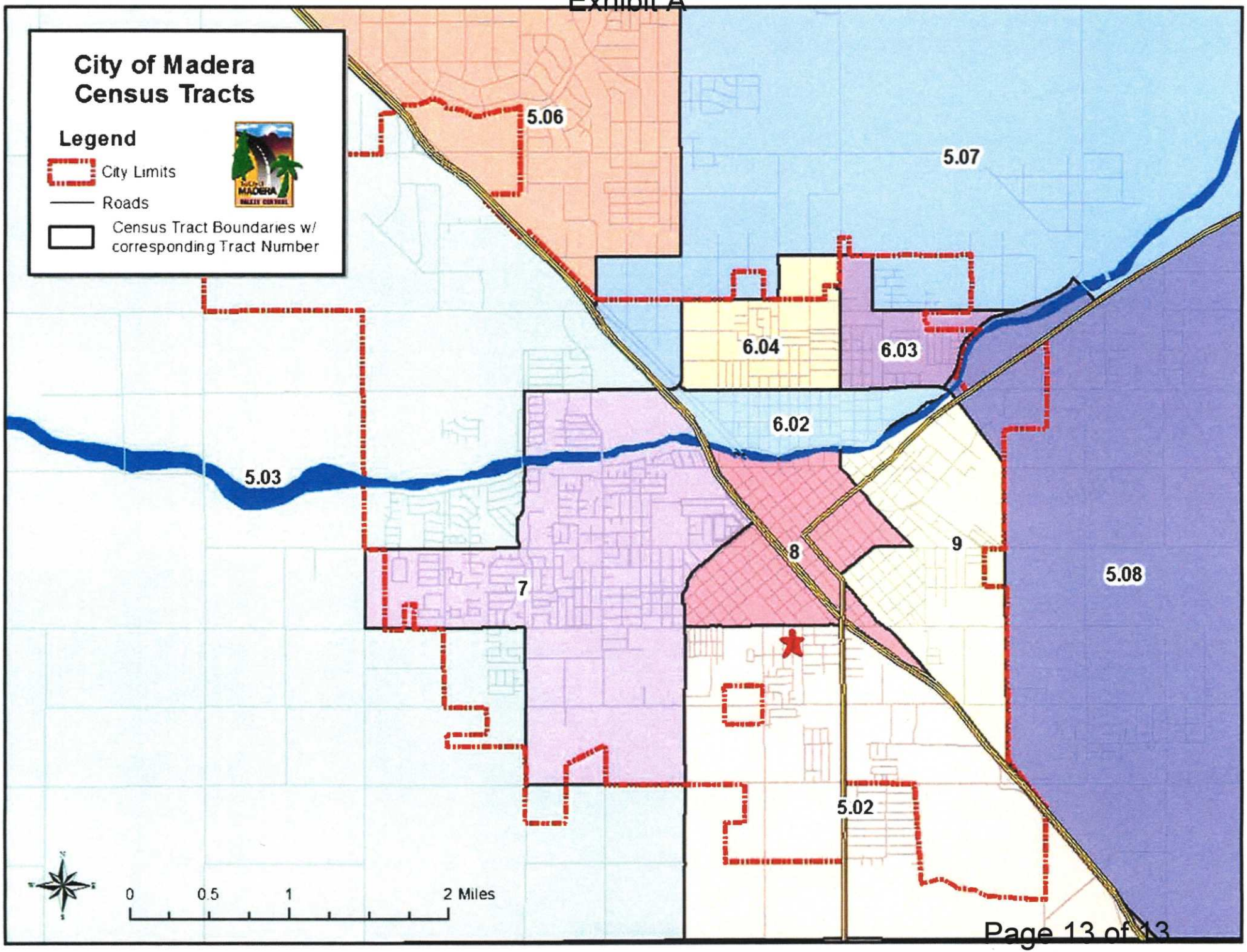
* Design Phase may be extended 2-6 months if right-of-way acquisition is required
It may be extended up to 12 months if eminent domain is necessary

** Construction Phase may be extended dependent on weather

*** CDBG projected expenditure of $27,170 for design is based on the assumption that CDBG fund will be available by July.

# ATTACHMENT 5
## CENSUS TRACT MAP

Exhibit A


City of Madera
Census Tracts
Legend
City Limits
Roads
Census Tract Boundaries w/
corresponding Tract Number
5.06
5.07
6.04
6.03
6.02
5.03
8
9
5.08
7
5.02
0
0.5
1
2 Miles

**CITY OF MADERA**
**Quarterly Activity Report**

**Contract Period: August 8, 2019 to June 30, 2021**

**NAME OF ORGANIZATION:** **City of Madera Engineering Department**
**205 W. Fourth Street**
**Madera, CA 93637**

**PROJECT TITLE:** **Maple Street, Stadium Road, Monterey Street and Santa Cruz Street Sidewalk Project**

**QUARTER AND YEAR OF REPORT: _____, 20__**

I. **Describe the current status of activity.**

II. **Describe activities to be undertaken in the next reporting period.**

III. **Describe problems and/or delays encountered and course of action taken.**

IV. **What actions have been taken to ensure all aspects of the project are completed on or before December 31, 2020?**

**ACTIVITY REPORTS ARE DUE OCTOBER 15, JANUARY 15, APRIL 15, AND JULY 15. RETURN THE REPORTS TO:**

**Jorge Antonio Rojas**
**Program Manager - Grants**
**CITY OF MADERA**
**205 West Fourth Street**
**Madera, CA 93637**
**Phone: (559) 661-3693**
**Fax: (559) 674-2972**
**Email: jrojas@cityofmadera.com**

**REPORT PREPARED BY: _____**

**Date: _____**

**Exhibit A-1**

# Exhibit B

## PEDESTRIAN FACILITIES ON MAPLE ST, STADIUM RD, MONTEREY ST & SANTA CRUZ ST

## ENGINEER'S ESTIMATE

| Item | Description | Unit | Quantity | Unit Price | Total Amount |
|---|---|---|---|---|---|
| 1 | Mobilization, Bonds, Insurance & Permits (not to exceed $10,000) | LS | 1 | $ 10,000.00 | $ 10,000.00 |
| 2 | Traffic Control, Signage and Detours | LS | 1 | $ 15,000.00 | $ 15,000.00 |
| 3 | Water Pollution Control Plan( WPCP) & Dust Control Plan | LS | 1 | $ 3,500.00 | $ 3,500.00 |
| 4 | Clearing & Grubbing, Demolition, Removal & Disposal | LS | 1 | $ 25,000.00 | $ 25,000.00 |
| 5 | Remove Existing Trees | EA | 4 | $ 2,000.00 | $ 8,000.00 |
| 6 | Concrete Sidewalk | SF | 10650 | $ 8.00 | $ 85,200.00 |
| 7 | Concrete Drive Approach | EA | 10 | $ 4,000.00 | $ 40,000.00 |
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| 14 | Miscellaneous Facilities and Operations (Not to exceed $5,000) | LS | 1 | $ 5,000.00 | $ 5,000.00 |

| | | |
|---|---|---|
| Construction Total | $ | 271,700.00 |
| Design 10% | $ | 27,170.00 |
| Construction Contingencies 10% | $ | 27,170.00 |
| Construction Management 10% | $ | 27,170.00 |
| TOTAL | $ | 353,210.00 |
| | | |
| CDBG | $ | 317,889.00 |
| LTF Streets | $ | 35,321.00 |

# Exhibit C

## COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

EXHIBIT C

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

# Exhibit C

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

# Exhibit D

**U.S. Department of Housing and Urban Development**
COMMUNITY PLANNING AND DEVELOPMENT

**Special Attention of:**
All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice CPD- 00-10

Issued: December 26, 2000
Expires: December 26, 2001

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**Subject:** Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

## I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

### Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

## II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

Distribution: W-3-1

Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. (24 CFR §8.3) For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

**Non-housing Programs**

**New Construction** -- Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

**Alterations to facilities** -- Part 8 requires to the maximum extent feasible, that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

**Existing non-housing facilities** - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. (24 CFR §8.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. 24 CFR §8.21(c)(1) Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program. (24 CFR §8.21(c)(iii))

**Historic Preservation** - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property, However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

**Accessibility Standards**

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement, however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

**Employment**

Section 504 also prohibits discrimination based upon disability in employment. See 24 CFR Part 8, Subpart B.

**Section 504 Self Evaluations**

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. However, self-evaluation continues to be an excellent management tool for ensuring that a recipient's current policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.

- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)

- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.

- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

## III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

**Title I** prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

# Exhibit D

**Title II** prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections . Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at **www.usdoj.gov/crt/ada/taprog.htm,** and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY).** The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

**Title III** prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

## IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

## V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page **(http://www.hud.gov/fhe/504/sect504.html).** Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

| | CPD | FHEO |
|---|---|---|
| **Boston, MA** | 617 565-5345 | 617 565-5310 |
| **Hartford, CT** | 806 240-4800 x3059 | 860 240-4800 |
| **New York, NY** | 212 264-0771 x3422 | 212 264-1290 |
| **Buffalo, NY** | 716 551-5755 x5800 | 716 551-5755 |
| **Newark, NJ** | 973 622-7900 x3300 | 973 622-7900 |
| **Philadelphia, PA** | 215 656-0624 x3201 | 215 656-0661 |
| **Pittsburgh, PA** | 412 644-2999 | 412 355-3167 |
| **Baltimore, MD** | 410 962-2520 x3071 | 410 962-2520 |
| **Richmond, VA** | 804 278-4503 x3229 | 804 278-4504 |
| **Washington, DC** | 202 275-0994 x3163 | 202 275-0848 |
| **Atlanta, GA** | 404 331-5001 x2449 | 404 331-1798 |
| **Birmingham, AL** | 205 290-7630 x1027 | 205 290-7630 |
| **South Florida** | 305 536-4431 x2223 | 305 536-4479 |
| **Jacksonville, FL** | 904 232-1777 x2136 | 904 232-1777 |
| **San Juan, PR** | 787 766-5400 x2005 | 787 766-5400 |
| **Louisville, KY** | 502 582-6163 x214 | 502 582-6163 x230 |
| **Jackson, MS** | 601 965-4700 x3140 | 601 965-4700 x2435 |
| **Knoxville, TN** | 865 545-4391 x121 | 865 545-4379 |
| **Greensboro, NC** | 336 547-4005 | 336 547-4050 |
| **Columbia, SC** | 803 765-5564 | 803 765-5936 |
| **Chicago, IL** | 312 353-1696 x2702 | 312 353-7776 |
| **Minneapolis, MN** | 612 370-3019 x2107 | 612 370-3185 |

# Exhibit D

| | | |
|---|---|---|
| **Detroit, MI** | 313 226-7908 x8055 | 313 226-6280 |
| **Milwaukee, WI** | 414 297-3214 x8100 | 414 297-3214 |
| **Columbus, OH** | 614 469-5737 x8240 | 614 469-5737 x8170 |
| **Indianapolis, IN** | 317 226-6303 x6790 | 317 226-7654 |
| **Little Rock, AK** | 501 324-6375 | 501 324-6296 |
| **Oklahoma City, OK** | 405 553-7569 | 405 553-7426 |
| **Kansas City, KS** | 913 551-5485 | 913 551-5834 |
| **Omaha, NE** | 402 492-3181 | 402 492-3109 |
| **St. Louis, MO** | 314 539-6524 | 314 539-6327 |
| **New Orleans, LA** | 504 589-7212 x3047 | 504 589-7219 |
| **Fort Worth, TX** | 817 978-5934 x5951 | 817 978-5870 |
| **San Antonio, TX** | 210 475-6820 x2293 | 210 475-6885 |
| **Albuquerque, NM** | 505 346-7271 x7361 | 505 346-7327 |
| **Denver, CO** | 303 672-5414 x1326 | 303 672-5437 |
| **San Francisco, CA** | 415 436-6597 | 415 436-6569 |
| **Los Angeles, CA** | 213 894-8000 x3300 | 213 894-8000 x3400 |
| **Honolulu, HI** | 808 522-8180 x264 | 808 522-8180 |
| **Phoenix, AZ** | 602 379-4754 | 602 379-6699 5261 |
| **Seattle, WA** | 206 220-5150 x3606 | 206 220-5170 |
| **Portland, OR** | 503 326-7018 | 503 326-3349 |
| **Manchester, NH** | 603 666-7640 x7633 | |
| **Anchorage, AK** | 907 271-3669 | |
| **Houston, TX** | | 713 313-2274 |

Distribution: W-3-1

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Department Director

Arnoldo Rodriguez, City Manager

**Council Meeting of:** August 7, 2019

**Agenda Number:** B-13

**SUBJECT:**

Consideration of a Resolution Approving Fiscal Year 2018/2019 Budget Amendments in the Transportation Budgets as follows:

A. Increase Dial-a-Ride Contracted Services appropriation by $50,000, to cover costs associated with operations of the Dial-A-Ride services

B. Increase fixed route Contracted Services appropriations by $100,000 to cover costs associated with providing fixed-route services including expansion to Madera Community College Center

**RECOMMENDATION:** Staff recommends that City Council approve the requested budget amendments in order to close out Fiscal Year (FY) 2018/2019 with balanced transit budgets.

**SUMMARY:** For City of Madera Transit Division Fixed-Route and Dial-A-Ride FY 2018/2019 to end with balanced budgets, staff requests budget amendments as listed above. This will cover expenditures associated with contracted services, which increased as of December 2018, when the City procured a new transit operations company, MV Public Transportation, Inc., and any other contracted services used to operate or maintain the Dial-a-Ride and Fixed Route services.

**DISCUSSION:**

The first budget amendment being recommended is for the City's Dial-A-Ride budget. This is a demand response service offered by Madera Metro to transport customers from a specified pick-up location to a specified drop-off location. It is a valuable service to City residents that cannot easily access a fixed-route bus stop or need door-to-door service during the times that fixed route does not operate. The FY 2018/2019 budget for Dial-Ride in the amount of $953,014 was underestimated when the preparation of the budget took place in June of 2018 by approximately $50,000.

The second budget amendment being recommended is for the City's Fixed-Route budget. This covers the City's fixed-route bus service provided by Madera Metro. Three different fixed-routes operate throughout the year, including the pilot Route 3, with service to Madera

Community College Center. The budget for Fixed-Route in the amount of $1,564,605 was underestimated by $100,000 when it was prepared in June of 2018.

There are a few reasons why these budgets were underestimated. First, the Transit Division staff was focused on making all efforts to reduce project costs in order to improve its fare box recovery ratios, as recommended by the Madera County Transportation Commission. Although there was an increase in fare box recovery, it was not enough to sustain unforeseen increased expenditures during this past year. For example, the Compressed Natural Gas fuel pump at the Madera Unified School District (District) was shut down for over six months, which impacted transit's fuel budgets. The cost of fuel at the District offers over a 50 percent reduced rate; consequently, in a period of over six months, the cost of fuel exceeded anticipated costs for the fiscal year. Additionally, given the City's aged transit fleet, more non-routine maintenance was required, which is more expensive than routine maintenance. This included having to do engine rebuilds in some buses, which has a cost of approximately $10K to $15K each and transmission work which is also in the $10K to $15K range per bus. The major increase in expenditure had to do with the change in transit operators which City procured and contracted with as of December 2018. Although an increase in cost was anticipated, it was not expected that the increase would be 24 percent over previous years. Staff still feels that it was a prudent choice to switch operators in order to bring in a company that would have a strong focus on customer service, training, supervision, and improved efficiencies for the Madera Metro.

Staff recommends that Council approve these budget amendments to ensure that the Madera Metro continue to operate without an interruption to service. Transit Division staff will continue to employ means and methods that will continue to improve efficiencies, reduce costs, and increase ridership.

**FINANCIAL IMPACT:**
The recommended action will not have an impact on the General Fund. Recommended increases in revenue will offset the full cost of proposed transit operations and projects.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**
The appropriation of funds to support transit congestion relief, expansion of fixed-route services and transit outreach will most directly address Strategy 121: Multi-modal transportation - Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

**ALTERNATIVES:**
Council may choose to not approve the amendments, and direct City staff to identify and secure alternate sources of revenue, including General Fund, to cover Madera Metro expenditures.

**ATTACHMENTS:**
1. Resolution
2. Exhibit AA

**RESOLUTION NO. 19-_____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING FISCAL YEAR 2018/2019 BUDGET AMENDMENTS IN THE TRANSPORTATION BUDGETS: DIAL-A-RIDE AND FIXED ROUTE BUDGETS TO FULFILL TRANSIT OPERATIONS EXPENDITURES**

**WHEREAS**, the U.S. Department of Transportation is authorized to approve allocations through the Federal Transit Administration (FTA) to small urbanized public transportation systems; and

**WHEREAS,** the Grants Department made successful FTA application requesting $2,762,649 in FTA 5307 small urbanized public transportation program funds and received the grant award in June 2018 to be used for Operating and Capital Assistance, including Dial-A-Ride and Fixed Route services; and

**WHEREAS**, the Grants Department can increase transit budget revenues by utilizing the Federal Transit Administration allocation; and

**WHEREAS**, the budget amendments will ensure that FY 2018/2019 transit operating expenses are covered with FTA funds; and

**WHEREAS,** City staff recommend that City Council approve the amendments to fund remaining expenditures for FY 2018/2019.

**THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, HEREBY FURTHER FINDS, ORDERS AND RESOLVES AS FOLLOWS:**

1. The above recitals are true and correct.
2. Council appropriates the additional $150,000 in revenue for transit operation budgets.
3. Council accepts and appropriates $50,000 in Dial-A-Ride revenue for approved FY18/19 transit expenditures.
4. Council accepts and appropriates $100,000 in Fixed-Route revenue for approved 2018-2019 transit expenditures.
5. A signed copy of this resolution shall be placed on file in the office of the Director of Finance who shall prepare all entries necessary to reflect the budget changes identified above in the City's accounts.
6. This resolution is effective immediately upon adoption.

****

# EXHIBIT AA

## CITY OF MADERA

## Budget Appropriation : Res.#xx-xx;8/07/19

## 2018 - 2019 Budget Adjustment

| FUND | ORG CODE | OBJECT CODE | DESCRIPTION | (+) | (-) |
|---|---|---|---|---|---|
| **Dail- A-Ride (2128)** | | | | | |
| | 21285290 | 4423 | Federal Grant Sec 5307 | | 50,000.00 |
| | 21285290 | 6440 | Contracted Services | 50,000.00 | |
| **Fixed Route (2129)** | | | | | |
| | 21295300 | 4423 | Federal Grant Sec 5307 | | 100,000.00 |
| | 21295300 | 6440 | Contracted Services | 100,000.00 | |
| | | | | **150,000.00** | **150,000.00** |

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Department Director

Arnoldo Rodriguez, City Manager

**Council Meeting of:** August 7, 2019

**Agenda Number:** C-1

**SUBJECT:** **Public Hearing and Consideration of a Resolution Adopting the 2018 Madera County Integrated Regional Water Management Plan (IRWMP) Proposition 1 Update**

**RECOMMENDATION:**

Staff recommends that the City Council conduct a public hearing and then adopt a resolution adopting the 2018 Madera County IRWMP Proposition 1 Update.

**SUMMARY:**

The City of Madera is a member of the Regional Water Management Group (RWMG), a voluntary association of local stakeholders formed to facilitate coordination and collaboration regarding management of water resources in the Madera Region. The RWMG is responsible for preparing and updating the IRWMP and serves as a lead for pursuing funding and accomplishing goals set forth in said plan. The first IRWMP was completed in 2008. This represents the second update to the IRWMP; the first being in 2014. An updated plan, prepared in accordance with all the current requirements, was completed by the RWMG in December of 2014. This 2018 update is intended to revise, reformat, and add to the 2014 update IRWMP content to conform to the current requirements and is organized in the order set forth in the Department of Water Resources Guidelines for Integrated Regional Water Management Plans. The individual member-agencies of the RWMG are now considering the adoption of the updated plan.

**DISCUSSION:**

A RWMG is a group of three or more local agencies who agree to participate in integrated regional water management planning by means of a joint powers agreement, Memorandum of Understanding (MOU), or other written agreements, as appropriate, that is approved by each agency's governing body. The group is responsible for preparing and maintaining the IRWMP,

and for identifying and ranking projects and programs that may receive grant funding through the California Department of Water Resources (DWR). The City of Madera adopted the original 2008 IRWMP and became a member of the RWMG in April of 2014.

Integrated Regional Water Management (IRWM) Planning is the primary function of the RWMG. An IRWMP, is a voluntary and comprehensive non-regulatory planning document prepared on a region-wide scale that identifies broadly-supported priority water resources projects and programs with multiple benefits. The process of creating an IRWMP is locally-driven and includes input from many diverse stakeholders. An IRWMP investigates a broad spectrum of water resource issues including water supply, flood management, water quality, environmental restoration, recreation, land use, environmental justice, stakeholder involvement, and far reaching community and statewide interests. Tens of millions of dollars in grant funding have been awarded to projects identified in IRWM Plans and prioritized for funding through Regional Water Management Groups. Grants are awarded through the California DWR.

The Madera RWMG completed the process of updating the original Plan to comply with all applicable requirements and to reflect current conditions. This allows agencies within the region to become eligible for on-going grant funding. The heart of the Plan is its goals and objectives. Chapter 5 of the document outlines the regional goals and measurable objectives for the Valley area and for the Foothill/Mountain area, which will become the focus of any future planning efforts. Achieving groundwater sustainability by 2040 is a critical goal. The Groundwater Sustainability Plan (GSP) goals correspond with these critical goals mentioned within the IRWMP.

The Sustainable Groundwater Management Act of 2014 (SGMA) provides for local control of groundwater resources while requiring sustainable management of these resources. SGMA requires groundwater resources to establish governance by forming local Groundwater Sustainability Agencies (GSAs) with the authority to develop, adopt, and implement a GSP. Under this Plan, GSAs must adequately define and monitor groundwater conditions and establish criteria to maintain or achieve sustainable groundwater management within 20 years of GSP adoption at the end of January 2020. The true purpose of the GSP is to evaluate and report on conditions of overdraft, establish sustainability goals, and to describe programs and management actions the agencies of the GSP will implement to achieve groundwater sustainability by 2040.

**FINANCIAL IMPACT:**

If the City pursues grant funding through the RWMG and the IRWMP, it may be responsible for any applicable matching funds or other project-related expenses that are of specific benefit to the City. It is anticipated that any awards may result in a savings to the City regardless of any required matches. No other fiscal impacts have been identified.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The recommended action supports the Well-Planned Community Vision Statement. "Sound planning helps Madera celebrate its past, balance its present with available resources and

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

**ALTERNATIVES:**

City Council may choose to not adopt the IRWMP Proposition 1 Update. Such a decision would not allow the City's designee to vote in support of the IRWMP Proposition 1 Update

**ATTACHMENTS:**

1. Council Resolution
   Exhibit 1 IRWMP Proposition 1 Update

# ATTACHMENT 1

RESOLUTION

**RESOLUTION NO. 19-_____**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ADOPTING THE 2018 MADERA INTEGRATED REGIONAL WATER MANAGEMENT PLAN PROPOSITION 1 UPDATE**

**WHEREAS**, an Integrated Regional Water Management Plan is a voluntary and comprehensive non-regulatory planning document prepared on a region-wide scale that identifies broadly-supported priority water resources projects and programs with multiple benefits; and

**WHEREAS**, the City of Madera adopted the 2008 Madera County Integrated Regional Water Management Plan on April 2, 2014; and

**WHEREAS**, the City of Madera adopted the 2014 Madera County Integrated Regional Water Management Plan Update on January 21, 2015; and

**WHEREAS**, the Madera Regional Water Management Group, of which the City of Madera is a member, completed an update of the Integrated Regional Water Management Plan in 2018 to conform with current requirements for such plans; and

**WHEREAS**, the City Council conducted a public hearing on August 7, 2019 to review and take public input regarding the Updated Madera County Integrated Regional Water Management Plan and the City's potential adoption of the Plan; and

**WHEREAS**, the City of Madera desires to adopt the 2018 Madera County Integrated Regional Water Management Plan dated May 2019 and to participate in its implementation to further collaborative, region wide planning efforts regarding water resources; and

**WHEREAS**, the City of Madera desires designate the City Manager as the designated representative to the Madera Regional Water Management Group where previously the City Administrator was the designee.

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

1. The above recitals are true and correct.

2. The 2018 Madera Integrated Regional Water Management Plan Update, a copy of which is attached hereto as Exhibit 1.

3. The City Manager, or his designee, is hereby authorized to represent the City Regional Water Management Group.

4. The City's designated representative to the Madera Regional Water Management Group is hereby authorized and directed to vote in support of the Regional Water Management Group's adoption of the Plan.

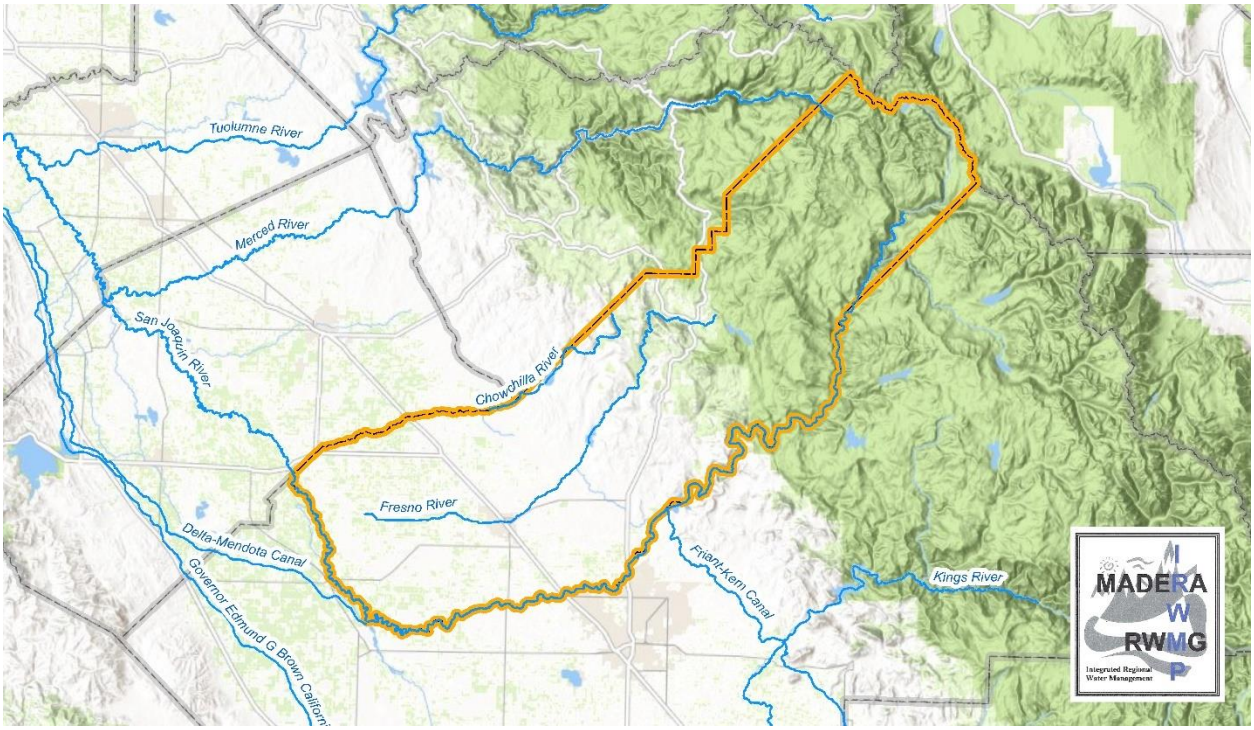
5. This resolution is effective immediately upon adoption.

* * * * * * * *

# ATTACHMENT 2

IRWMP PROPOSITION 1 UPDATE

# MADERA INTEGRATED REGIONAL WATER MANAGEMENT PLAN PROPOSITION 1 UPDATE




MAY 2019

# MADERA IRWMP PROPOSITION 1 UPDATED MADERA IRWMP PROPOSITION 1 UPDATE

**Prepared for:**

Madera Regional Water Management Group.
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Coarsegold, CA 93614
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**Consultant:**

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Merced, CA 95348
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May 2019

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Project #180028

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APPENDIX F – RESOLUTION TO ADOPT

## ABBREVIATIONS

| | |
|---|---|
| µg/L | Micrograms per liter |
| µmhos/cm | Micromhos per centimeter |
| µS/cm | Microsiemens per centimeter |
| AF | acre-feet |
| AWMP | Agricultural Water Management Plan |
| BMP | Best Management Practices |
| CALFED | CALFED Bay Delta Program |
| CARB | California Air Resources Board |
| CAS | California Aquifer Susceptibility |
| CASGEM | California State Groundwater Elevation Monitoring |
| CCID | Central California Irrigation District |
| CDEC | California Data Exchange Center |
| CDPH | California Department of Public Health |
| CEDEN | California Environmental Data Exchange Network |
| CEIC | California Environmental Information Clearinghouse |
| CEQA | California Environmental Quality Act |
| CERES | California Environmental Resources Evaluation System |
| CHSC | California Health and Safety Code |
| CIEA | California Indian Environmental Alliance |
| CII | commercial, industrial and institutional |
| CIMIS | California Irrigation Management Information System |
| CIWQS | California Integrated Water Quality System |
| CNRA | California National Resources Agency |
| CSA | County Service Area |
| CTS | California Tiger Salamander |
| CV-SALTS | Central Valley Salts Coalition |
| CVP | Central Valley Project |
| CWAP | California Water Action Plan |
| CWC | California Water Code |
| CWI | California Water Institute |
| CWP | California Water Plan |

| | |
|---|---|
| CZO | Critical Zone Observatory |
| DAC | Disadvantaged Community |
| DACI | Disadvantaged Community Involvement |
| DACTI | Disadvantaged Community Tribal Involvement |
| DDW | State Water Resources Control Board, Division of Drinking Water |
| DFW | Department of Fish and Wildlife |
| DMM | Demand Management Measures |
| DWR | Department of Water Resources |
| EA | Environmental Assessment |
| EDAC | Extreme Disadvantaged Community |
| EC | Electrical Conductance |
| ESA | Economically Stressed |
| ET | Evapotranspiration |
| EWMP | Efficient Water Management Practices |
| GAMA | Groundwater Ambient Monitoring and Assessment |
| GHG | Greenhouse Gas |
| GMP | Groundwater Management Plan |
| GSA | Groundwater Sustainability Act |
| GSP | Groundwater Sustainability Plan |
| HTK | Historical Tribe Known |
| I&M | Inventory and Monitoring |
| Index | Chronological Reconstructed Sacramento and San Joaquin Valley Water Year Hydrologic Classification Indices |
| IRWM | Integrated Regional Water Management |
| IRWMP | Integrated Regional Water Management Plan |
| IWRIS | Integrated Water Resource Information System |
| JPA | Joint Powers Authority |
| KDSA | Kenneth D. Schmidt and Associates |
| KRCD | Kings River Conservation District |
| KREW | Kings River Experimental Watershed |
| KRFMP | Kings River Fisheries Management Program |
| KRWA | Kings River Water Association |
| LAFCO | Local Agency Formation Commissions |
| mAF | million-acre feet |
| MCL | Maximum Contaminant Level |
| MD | Maintenance District |
| MHI | Median Household Income |
| MOU | Memorandum of Understanding |
| MSL | mean sea level |
| MSR | Municipal Service Review |
| mya | Million Years Ago |
| NEPA | National Environmental Policy Act |
| NGO | Non-Governmental Organization |
| NPDES | National Pollution Discharge Elimination System |
| NRCS | Natural Resources Conservation Service |

| | |
|---|---|
| O&M | Operation and Maintenance |
| POTW | Publicly Owned Treatment Works |
| RNHA | Regional Housing Needs Allocation |
| RWMG | Regional Water Management Group |
| RWQCB | Regional Water Quality Control Board |
| SFPUD | Sierra Foothills Public Utility District |
| SGMA | Sustainable Groundwater Management Act |
| SIEN | Sierra Nevada Network |
| SJER | San Joaquin Experimental Range |
| SLDMWA | San Luis & Delta Mendota Water Authority |
| SNAMP | Sierra Nevada Adaptive Management Project |
| SNMP | Salt and Nitrate Management Plan |
| SWAMP | Surface Water Ambient Monitoring Program |
| SWRCB | State Water Recourse Control Board |
| SWFM | Storm Water Flood Management |
| SWWG | Sierra Water Workgroup |
| TAC | Tribal Advisory Committee |
| TDS | Total Dissolved Solids |
| TMF | Technical, Managerial and Financial |
| URA | Under-Represented (or Under – Served) Area |
| USBR | United States Bureau of Reclamation |
| USEPA | United States Environmental Protection Agency |
| USGS | United States Geological Survey |
| UWMP | Urban Water Management Plan |
| VA | Vulnerability Assessment |
| WDL | Water Data Library |
| WSJV | Western San Joaquin Valley |
| WUC | Water Utility Climate |
| WUCA | Water Utility Climate Alliance |
| WWTF | Waste Water Treatment Facility |

# SECTION 1 - EXECUTIVE SUMMARY

The 2018 Madera Regional Water Management Group (RWMG) Integrated Regional Water Management Plan (IRWMP) Update was prepared with significant input from stakeholders in the Madera Region. The executive summary summarizes the content of the 2018 RWMG IRWMP and highlights the modifications to the 2014 IRWMP document. This document builds on the framework of the 2014 IRWMP, as well as local and regional planning efforts.

The 2018 Plan Update focuses on new requirements in the 2016 IRWMP Program Guidelines that will make the Plan and implementation project applications compliant with those Guidelines, and this places the Madera RWMG in a position to qualify projects for funding from the State.

The Madera RWMG formed in 2010 has brought together stakeholders from all areas of Madera County through public outreach. These stakeholders include the County, the cities of Chowchilla and Madera, Special Districts including water districts, irrigation districts, municipal service districts, and conservation districts, Disadvantaged communities (DAC), and Native American Tribal entities for the common goal of providing a defined road map for managing water supply and needs for the future.

There are two distinct areas within the region, the Foothill/Mountain and the Valley Floor. Each has their specific needs and goals. The collaboration between the stakeholders has produced a list of 108 projects which have been reviewed and meet the goals set out in this Proposition 1 Update to the Madera IRWMP.

This supplemental Proposition 1 Update incorporates additional goals to the goals set out in the 2014 Madera IRWMP prepared by Provost and Prichard. These additional goals include:

- Conservation – The reduction of energy consumption embedded in water use to reduce greenhouse gas emissions, consideration of California Air Resources Board strategies, and options for carbon sequestration.

- Improve Flood Control and Protection – Plan for changes in amount, intensity, timing, quality, and availability of water runoff and recharge.

- Improve Watershed Management – Plan for changes in amount, intensity, timing, quality, and availability of water runoff and recharge.

- Expand Stakeholder Education – Expand the outreach program through community involvement with DACs and Native American Tribes.

Changes from the 2014 IRWMP include the following:

- Regional Description

- Objectives

- Resource Management Strategies
- Project Review Process
- Plan Performance Monitoring
- Relation to Local Water Planning
- Relation to Local Land Use Planning
- Updated description of climate change vulnerabilities and adaptation strategies.
- Current discussion on the impacts of the drought to the Region.
- Added descriptions on the changes in the regional planning, progress on the groundwater sustainability planning efforts and regional water reliability goals.

Project monitoring is important to track the successes and benefits of a project, ensure it is being operated properly, comply with laws and regulations, and to monitor the Madera IRWMP process and benefits. The Madera IRWMP contains performance measures and monitoring methods to ensure the objectives of the Plan are met. These performance measures will be evaluated to promote adaptive management for climate change and changing conditions. Examples of project-specific monitoring can include monitoring water quality, groundwater depth, flood frequency, and effects a project may have on habitat or particular species. Project-specific monitoring is the responsibility of the agency(s) or group(s) that are implementing a project and expect to directly benefit from the project. These agency(s) are also responsible for developing project monitoring plans.

## *1.1 - Strategies*

Throughout this document there will be discussions on the major points to an IRWM Plan and the updates to be in compliance with the new 2016 Prop 1 guidelines. The specific nature of a strategy is to develop methods or approaches for achieving the goals and objectives of the IRWM Plan as it resolves specific issues in the Region. This will be recognized in various Tables in each specific section to address the revisions as provided in the 2016 update guidelines for Prop 1. The Team and Stakeholders have made every effort to establish targets with deadlines if possible, for each section. A monitoring program is also presented to provide the ability to measure the outcomes of each actionable strategy. This will allow the RWMG to see the progress toward the goals and objectives of the IRWM update.

# SECTION 2 - INTRODUCTION

An Integrated Regional Water Management Plan (IRWMP) provides an effective process to address complex water resources challenges within the region. IRWMP's require the support and input from stakeholders to identify major water and related resource management issues to provide potential solutions. These interests need to balance the economic and societal benefits, while maintaining the ecosystem that is important to water resource sustainability. The process of creating an IRWM Plan is locally-driven and includes input from many diverse stakeholders. An IRWM Plan investigates a broad spectrum of water issues including water supply, flood management, water quality, environmental restoration, recreation, land use, environmental justice, stakeholder involvement, and far reaching community and statewide interests. A key difference in IRWMP as compared to other planning documents is that IRWMP integrate multiple water management strategies to solve multiple priority challenges. IRWMP can help attract state and other funding to support regional projects. Millions of dollars have been allocated for IRWM Planning and Projects by the state through Propositions 50 and 84. Grants are ultimately awarded through the California Department of Water Resources after an evaluation where projects are measured against criteria outlined in individual Proposal Solicitation Packages (PSP) or Requests for Proposals (RFP).

The Madera RWMG has been actively involved throughout the IRWM Plan development process while also bringing together various water resource officials from special districts, Cities, and County government since the Region's initial IRWMP approved in 2008. The Madera RWMG has actively been coordinating with local community leaders and non-profit organizations to involve disadvantaged communities (DACs) as part of the IRWMP. The Program is designed to encourage integrated regional strategies for management of water resources by providing funding for projects and programs that support integrated water management. In 2014, the Madera RWMG updated the original Madera IRWMP to conform with Proposition 84 requirements for Safe Drinking Water, Water Quality and Supply, Flood Control, and the River and Coastal Protection Bond Act of 2006.

This update incorporates the requirements set forth in the Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and brings forth the previous content of the original IRWM plan and the 2014 update to be in compliance with 2016 IRWMP Standards identifies actions to adapt to and mitigate the impacts of climate change and highlights regional accomplishments in IRWM planning.

## *2.1 - Mission Statement*

*"The mission of the Regional Water Management Group (RWMG) will facilitate future coordination, collaboration, and communication for comprehensive management of water resources in the Madera Region. Through the mutual understanding among entities in the Madera Region regarding their joint efforts toward Integrated Regional Water management governance, development, planning, funding, and implementation to ensure that clean, adequate and affordable water supplies are available now and, in the future, to sustain this region and its responsible growth."*

## 2.2 - Governance

In 2010, the Madera RWMG was formed through the adoption of a Memorandum of Understanding (MOU) and a set of Bylaws to provide governance of the group. The Madera RWMG has been meeting monthly since its inception. The Madera RWMG rotates the location of the monthly meetings among three (3) locations to allow for easier access for stakeholders throughout the County. The voting members are as follows:

- Chowchilla Water District
- City of Chowchilla
- City of Madera
- Fairmead Community and Friends
- Gravelly Ford Water District
- Madera County
- Madera Irrigation District
- Madera Valley Water Company
- Madera Water District
- North Fork – Mono Rancheria
- Self Help Enterprises
- Southeast Madera County United - Madera Ranchos (SEMCU)

## 2.3 - Goals

To progress forward on the vision through this document the stakeholders developed a series of regional goals.

1. Protect and enhance the quality of surface and groundwater.
2. Promote community stewardship of our Region's water resources.
3. Provide reliable and sustainable water resources, both surface and groundwater, of sufficient quality and quantity to meet the existing and future needs of the Region.
4. Share those resources to protect and enhance the environmental resources of the Regions watersheds.
5. Develop the necessary projects and operations to manage the flood water in the Region to reduce the impact to people, property and environmental resources.

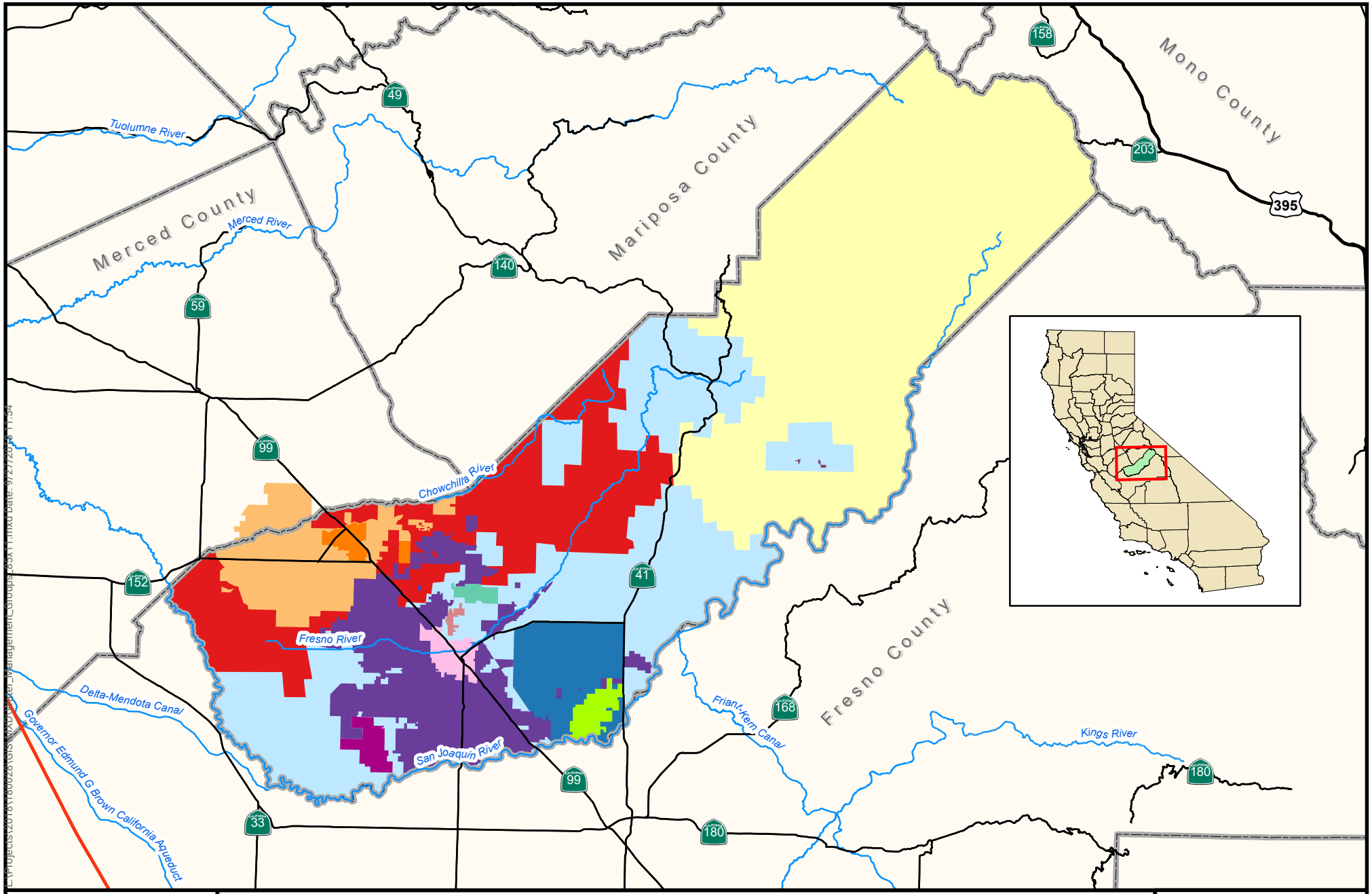



**Figure 2-1 Participating Agencies - Madera Regional Water Management Group**

- Chowchilla Red Top RCD
- Chowchilla WD
- City of Chowchilla
- Coarsegold RCD
- Gravelly Ford WD
- Madera County
- City of Madera
- Madera ID
- Madera WD
- Madera Valley WD
- North Fork Mono Rancheria
- Root Creek WD
- South East Madera United

N

0 Miles 10

## 2.4 - Accomplishments

In 2006, the County of Madera began the process of developing an IRWMP for managing and protecting water resources.

The first Madera IRWMP was completed for the Madera Region under Prop 50 on April 14, 2008. This is a complete plan under the Prop 50 Standards that includes both the foothill and the valley areas, creating many new partnerships and involvement.

November 2008 - Advisory committees formed to assist in deliberation of issues addressed in IRWMP or regional water issues.

On November 24, 2009, the Madera County Water Advisory Commission created the Formation Committee to create the Regional Water Management Group.

On January 2, 2010 the RWMG for the Madera Region was officially formed.

On June 6, 2011 - Madera Region was recommended for full acceptance as a region during the Region Acceptance Process.

On February 2, 2012 – grant funding was received from DWR for Facilitation Support Services with a contracted Facilitator.

In January 2013 - Finalized creation and writing of New Members Packet and application for Disadvantaged Communities (DAC)

On May 8, 2013 – Second grant funding is received from DWR for Facilitation Support with a contracted facilitator.

In September 2014 - Completed the Update of the Madera IRWM Plan to Prop 84 Standards

The following projects have been achieved since the Madera RWMG was officially formed:

- 2011/2012 – Round 1 Implementation Grant was funded for the full amount of the award – $9,413,947. Round 1 included the following projects;
    - Project #1 – Ash Slough Arundo and Sediment Removal
    - Project #2 – Cottonwood Creek, Dry Creek, & Berenda Creek – Arundo and Sediment Removal
    - Project #3 – Root Creek Recharge Project
    - Project #4 – Fuel Reduction for Forest Health & Fire Safety in the Sierra National Forest (The first Forest Management Project funded as part of an IRWM which recognizes Watershed Health as a whole.)

- 2012/2013 – Received recommendation for full funding, $271,438.00, for the Round 2 Planning Grant to update the IRWM Plan to Proposition 84 standards

    - The update to Proposition 84 standards was prepared by Provost and Pritchard, December 2014.

- June 25, 2014 Received approval of Formal Amendment 2 to relocate the above referenced Project #2 from Cottonwood Creek, Dry Creek, & Berenda Creek to Berenda Slough and an extension of Ash Slough.

The Madera RWMG has changed the way area stakeholders interact by implementing monthly meetings and conducting outreach to Disadvantaged Communities (DACs). Through outreach, DAC Stakeholders have worked together with the Madera RWMG for the inclusion of DAC water quality and wastewater issues to the list of projects included in this Update as shown in Appendix A. Outreach has spurred collaboration of groups which have historically operated independently.

## *2.5 - IRWMP Updates and Changes*

The RWMG has established a goal of updating the IRWMP as needed to maintain information and regional goals as current, or to satisfy new IRWMP standards established by DWR. This update is driven by Proposition 1, the Water Quality Supply, and Infrastructure Improvement Act of 2014 and brings forth the previous content of the original IRWM plan and the 2014 update to be in compliance with 2016 IRWMP Standards identifies actions to adapt to and mitigate the impacts of climate change and highlights regional accomplishments in IRWM planning. To document on-going progress, the RWMG plans to periodically prepare a report which will include an updated project list, progress on current projects, changes to policies and procedures, and other relevant information that should be included in an IRWMP. These annual reports will be considered attachments to the adopted "Madera IRWMP Proposition 1 Update" and the information will be formally incorporated when the IRWMP is updated. This will help to formally archive important information each year and reduce the concentrated effort needed to accomplish the IRWMP updates

# SECTION 3 - REGION DESCRIPTION

Through the Regional Acceptance Process from 2010 to 2011 the Department of Water Resources recommended full acceptance that the Madera IRWMP Region is all the lands within the County borders of Madera County. Hereafter, this area will be called the Madera Region or Region. The Madera Region is located in the geographic center of California, in the San Joaquin Valley and extending into the Sierra Nevada mountains. The borders of the Region are generally defined by the crest of the Sierras to the east, the San Joaquin River on the south and west, and the Chowchilla River on the north. The Region includes the incorporated areas of the City of Madera and City of Chowchilla in addition to all County lands, water districts, irrigation districts, or similar, private municipal services districts or utilities that are not under the jurisdiction of any City, State, or Federal agency.

The Region receives all of its water supply from runoff from the Sierras and groundwater. The imported water is delivered through the US Bureau of Reclamation Central Valley Project to contractors in the Region and by the rivers and creeks. The Region has no infrastructure to deliver water from the Delta.

## *3.1 - Foothill/Mountain Region*

The communities in the Foothills and Mountains are unincorporated. The major communities include Ahwahnee, Bass Lake, Coarsegold, North Fork, Oakhurst, O'Neals, and Raymond. There are 122 special districts in the foothills Madera County. Almost all of the water use in the Foothills and Mountains is from groundwater with only three small water treatment plants relying on surface water from the San Joaquin River and its tributaries.

The recent drought has created the tree mortality issue with 129 million dead and dying trees in the Sierras. This has created serious watershed protection issues which has become an important goal of this plan. It is very common to see landslides, rock falls, and erosion associated with winter rains and flooding.

The predominant land uses in the Foothills and Mountains include agriculture (animal husbandry and cropping), residential and commercial (small towns and rural development), tourism, recreation, and natural resources such as the timber industry. However, the timber industry has been significantly reduced and impacted due to ever-increasing regulations. Most of the development in the Foothills and Mountains has occurred in the foothills with elevations ranging from 300 to 3,500 feet. The only true storage in the foothills is in the snow pack and the fractures.

The foothills are used for animal grazing, animal husbandry, irrigated and native pasture, small towns, and rural development. Cultivated agriculture, including vineyards and orchards, has recently increased in the area due to advances in agricultural technology and market demands. Relatively significant areas of commercial and residential development are located near the unincorporated communities of Oakhurst, Raymond, North Fork, Ahwahnee, Coarsegold, Indian Lakes, and Yosemite Lakes Park. Tourism and recreation are

also important land uses in the foothills. For example, the economy of the communities of Bass Lake and Oakhurst is dependent on the recreation industry.

Groundwater in the Foothills and Mountains is drawn from wells and springs in weathered materials and fractures in the hard rock. Recharge to the groundwater is derived from precipitation on the local watershed. Average precipitation is generally about 14 inches per year in the lowest foothill areas to more than 50 inches per year in the higher parts of the watersheds. In the areas evaluated, groundwater was moving from topographically high areas toward topographically low areas, indicating that there was little or no recharge from stream channels in low topographic areas.

Groundwater quality contaminants of concern in the Foothills and Mountains include manganese, iron, high salinity, hydrogen sulfide gas, uranium, nitrate, arsenic, and methylbutylethylene (MBTE) with the MCL being exceeded in some areas. Despite these problems, there are substantial amounts of good-quality groundwater in each of the areas evaluated in the Foothills and Mountains. Iron and manganese are commonly removed by treatment. Uranium treatment is being conducted on a well by the Bass Lake Water Company. If this treatment does not prove to be feasible, the need for a surface water system may be more pressing in the Bass Lake-Oakhurst area due to the presence of uranium.

Only the San Joaquin River system (including Willow Creek) is currently used for domestic water supply. The water quality in the river has historically been good. However, at lower elevations it has sufficient organic matter resulting in elevated disinfection byproducts (DBP), which have caused individual water systems to violate DBP MCLs. The greatest impact of failing septic systems is due to overland flow to surface water bodies. However, failing septic systems can also degrade local shallow groundwater. Untreated wastewater contains excessive nutrients that can harm native plant and fish populations. Strict adherence to existing regulations and development of policies to protect water quality is therefore necessary in the County.

Madera IRWMP region has areas of nitrate, arsenic, perchlorate, or hexavalent chromium contamination, which have been previously identified in both the foothill and valley water systems during reviews of well test results provided within prior versions of the IRWMP (Volume II of 2008 IRWMP, Appendix E). The Plan will include a description of the location, extent, and impacts of the contamination, any prior actions undertaken to address the contamination, and a description of any new actions needed to address the contamination. Additionally, any likely climate change impacts on the region will be determined from a vulnerability assessment and any potential actions will be presented accordingly.

## *3.2 - Valley Region*

Groundwater provides almost the entire urban and rural water use and about 75 percent of the agricultural water use in the Valley Floor. The remaining water demand is met with surface water.

Groundwater for the Valley Floor is pumped from the Madera, Chowchilla, and Delta-Mendota groundwater subbasins. Historically, the direction of groundwater flow in much of the Valley Floor was to the southwest, toward the valley trough (San Joaquin River downstream of Mendota). However, as groundwater pumping has increased, instead of flowing uniformly to the southwest, groundwater has been flowing away from the San Joaquin River to the northwest.

Groundwater quality contaminants of concern in the Valley Floor include high salinity (TDS), nitrate, uranium, arsenic, methane gas, iron, manganese, slime production, and dibromochloropropane (DBCP) with the maximum contaminant level (MCL) exceeded in some areas. Despite the water quality issues noted above, most of the groundwater in the Valley Floor is of suitable quality for irrigation. Groundwater of suitable quality for public consumption has been demonstrated to be present in most of the area at specific depths.

The Valley Floor has a long history of flooding, associated with the Fresno and Chowchilla Rivers and their tributaries. In the fall, residential flooding on the valley floor occurs due to hundreds of homes built below road grade capturing the road runoff (storm water). In the winter and spring, most of the flood control facilities experience some degree of failure due to the flows that are released from storage reservoirs. Floodway obstructions, limited channel capacity, and poor levee maintenance are the main factors causing flooding. Natural obstructions to flood flow include vegetation growing in floodway areas. Other obstructions include roadways, bridges, and culverts among others.

The Valley portion of the Madera Region is at an average elevation of about 300 feet above mean sea level and is approximately 100 miles from the ocean and separated from the coastal area by the Coastal Range Mountains, with most peaks ranging from 3,800 feet to 6,000 feet. Therefore, sea level rise is not a threat to the region.

DWR acknowledged in a white paper that California's Central Valley flood control system is deteriorating. Yet funding to maintain and upgrade flood protection infrastructure has sharply declined. Most project levees are maintained by local agencies such as reclamation and levee districts.

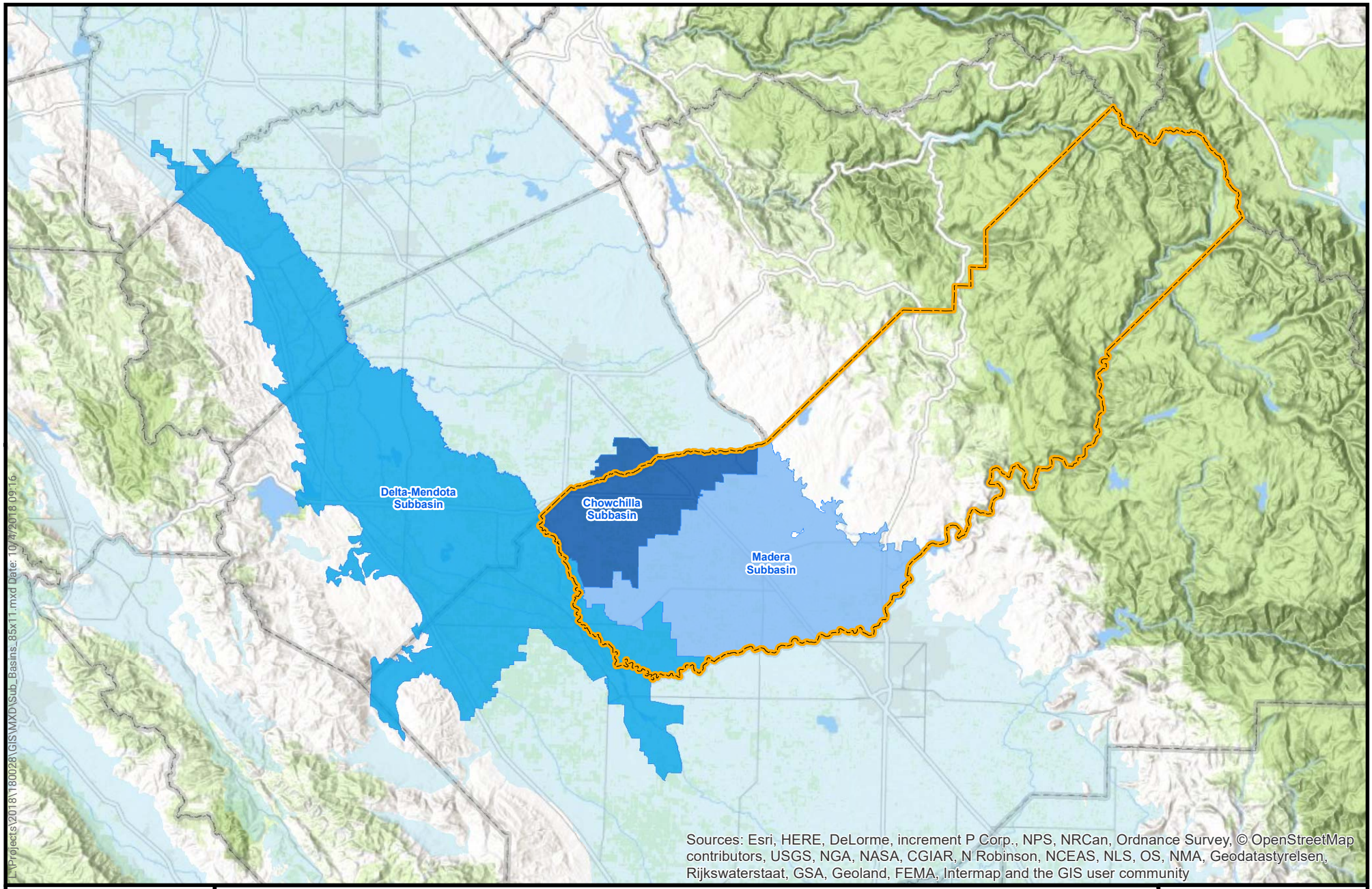



**Figure 3-1 Basins**

Chowchilla Subbasin
Delta-Mendota Subbasin
Madera Subbasin
San Joaquin Valley Basin
Madera County Boundary
County Boundary

N

0 Miles 10

## *3.3 - San Joaquin River Hydrologic Region*

This region is approximately 15,200 square miles and is located between the Sacramento River Hydrologic Region to the north, and the Tulare Lake Hydrologic Region to the south (DWR 2013b). The watershed is bordered on the east by the Sierra Nevada and on the west by the Coast Range mountains. The San Joaquin River begins in the high Sierra Nevada's and has historically flowed approximately 100 miles to the west then turned north flowing for 260 miles, where it joined the Sacramento River to form the Delta. By 1951 and the completion of the Central Valley project, San Joaquin River flows were captured at Friant Dam and diverted into two (2) canals. The Madera-Chowchilla canal flows to the North with 100% of its delivery to Madera County and the Friant-Kern canal flows to the South. These canals service the Eastern side of the San Joaquin valley from Madera County to Kern County through 30 contracts with Cities and Irrigation districts. The portion of the river between Friant Dam and Sack Dam (approximately 85 miles) routinely dries out during much of the year. Continuous flows return for the final 60-miles of river, from Lander Avenue to the Delta and are comprised of ephemeral flows from the Coast Range, fresh water flows from the Sierra Nevada, and agricultural drainage. Main tributary rivers of the San Joaquin River include the Cosumnes, Mokelumne, Calaveras, Stanislaus, Tuolumne, and Merced to the east and during flood flows from the Friant Canal, the Chowchilla Bypass, and Fresno Rivers to the southeast.

### *3.3.1 - CHOWCHILLA SUBBASIN*

The Chowchilla Subbasin is identified as Basin 5-22.05 by DWR in Bulletin 118. The Subbasin covers an area of 248 square miles and is located in Madera County with a small portion in Merced County. The Subbasin is bounded by the Columbia Canal Company Service Area and San Joaquin River on the west. To the north, the Chowchilla Subbasin is bound by the southern portion of the Merced Subbasin. The southern boundary consists of an irregular pattern and borders the northern portion of the Madera Subbasin. Groundwater recharge is primarily from deep percolation of applied irrigation water. The Chowchilla Subbasin has been determined to be in critical overdraft.

### *3.3.2 - MADERA SUBBASIN*

The Madera Subbasin is identified as Basin 5-22.06 by DWR in Bulletin 118. The Subbasin covers an area of 614 square miles and is located entirely within Madera County. It is bounded on the south by the San Joaquin River, on the west by the eastern line of the Columbia Canal Service Area, on the north by the south line of the Chowchilla Subbasin, and on the east by the crystalline basement bedrock of the Sierra Nevada foothills. The Madera-Chowchilla canal delivers water to this area for irrigation. Groundwater recharge is primarily from deep percolation of applied irrigation water. The Madera Subbasin has been determined to be in critical overdraft.

### 3.3.3 - DELTA-MENDOTA SUBBASIN

The Delta-Mendota Subbasin is identified as Basin 5-22.07 by DWR. The Subbasin covers an area of 1,170 square miles. It lies largely in Fresno County along with portions of Madera, Merced, Stanislaus, and San Benito counties. It is bounded on the west by the Coast Range mountains, on the north by the Stanislaus/San Joaquin county line, and on the east generally by the San Joaquin River. The southern boundary is irregular and consists of portions of the western Kings Subbasin and the Westside Subbasin. DWR Bulletin 118 states that groundwater levels within the Delta-Mendota Subbasin have been relatively stable and this Subbasin is not considered to be in overdraft. Groundwater recharge is primarily from deep percolation of applied irrigation water.

## 3.4 - Watersheds

Major rivers in the Region include the San Joaquin, Fresno, and Chowchilla. No substantial flood control or irrigation facilities exist to serve the foothill or mountain areas. The Region is home to several reservoirs which provide both irrigation water and flood protection to the Valley area. The major watersheds are shown in Figure 3-2.

Eastman Lake, operated by the US Army Corps of Engineers, is in the foothills on the Chowchilla River. Bass Lake, operated by Pacific Gas & Electric, is impounded by Crane Valley Dam, located in the foothills on Willow Creek, which flows into the San Joaquin River above Millerton Lake. Millerton Lake, behind Friant Dam, operated by the United States Bureau of Reclamation, is on the San Joaquin River in the foothills at the eastern edge of the Valley. Mammoth Pool, Dam 6 Lake, and Redinger Lake are located along the San Joaquin River above Millerton Lake and are operated for power generation and recreation by Southern California Edison. On the Fresno River the US Army Corp of Engineers constructed Hidden Dam forming Hensley Lake for flood control, irrigation storage, and recreation. From Hensley Lake controlled flows continue down the Fresno River to the Chowchilla Canal.

The Eastside Bypass and the Chowchilla Bypass are the backbone of the flood control conveyance facilities in the Valley, providing additional flow capacity above and beyond that available in the San Joaquin River channel below Friant Dam. Madera Irrigation District and Chowchilla Water District have extensive irrigation canal systems supplied with water primarily from the San Joaquin, Chowchilla, and Fresno Rivers.

A portion of the Merced River watershed lies within the Region, although it drains into the Merced IRWM planning area to the north, and the Merced River comes together with the San Joaquin River in Merced County, north of the Region boundary.

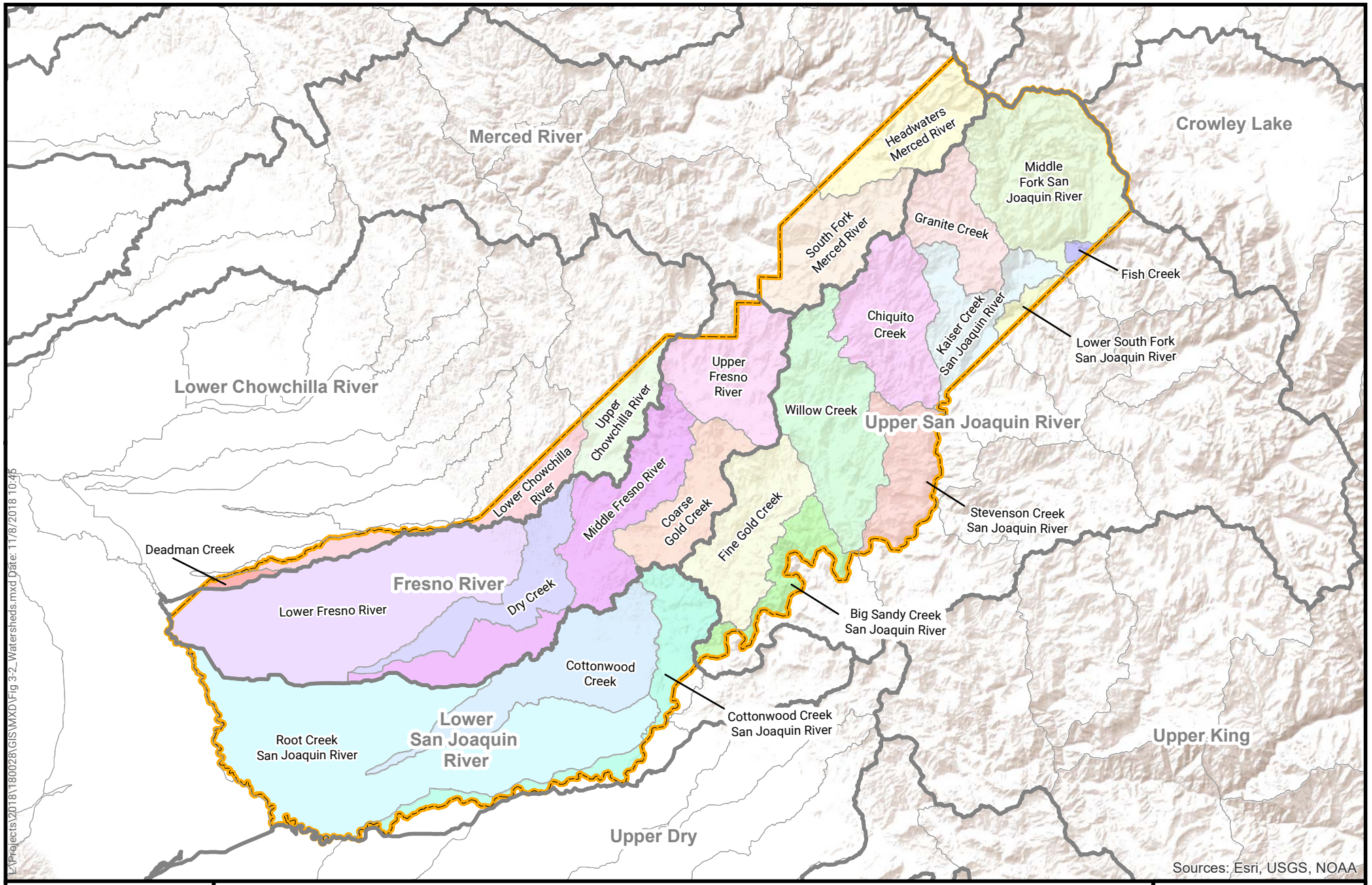



**Figure 3-2 Watersheds**

Major Watershed Boundary

Minor Watershed Boundary

Madera County Boundary

N

0 Miles 10

## 3.5 - Land Subsidence

Land subsidence occurs when groundwater levels in confined aquifers decline due to excessive withdrawals of water. This results in compaction of fine-grained sediments (clays) above and within the aquifer system as water is removed from pores between the grains of the sediments. Over time, as more water is removed from the area; the ground level sinks. Land subsidence can lead to reduced conveyance capacity in canals and damage to structures such as canals, levees, buildings, and wells. Subsidence can also cause flooding by creating low spots or reducing gradients in natural channels.

Within the valley of Madera County, land subsidence is a great concern. The area of the most significant subsidence is in the far western portion of the county. As shown in Figure 3-3 this area of the county in 2017 had subsidence ranging from 3 up to 15 inches. These areas with significant subsidence are in both the Chowchilla and Madera Subbasins.

As part of SGMA requirements, Groundwater Sustainability Agencies, the Chowchilla GSA and the Madera GSA, have been formed and they are preparing Groundwater Sustainability Plans (GSP) which will be completed in 2020. These plans will address land subsidence as an undesirable result.

### 3.5.1 - Cause of Local Land Subsidence

Land subsidence in the Valley portion of the Region is caused by pumping groundwater from the deeper confined aquifer that is separated from the shallower unconfined aquifer by the Corcoran Clay. The Corcoran Clay is the regional aquitard throughout the San Joaquin Valley and is prevalent throughout the western half of the valley area. The area of greatest land subsidence in the Region coincides with the area underlain by the Corcoran Clay, in western Madera County, particularly along the Eastside Bypass.

### 3.5.2 - History of Land Subsidence in Area

Land subsidence in the Region is of historic and ongoing significance. Between 1926 and 1972, subsidence resulted in between 1.0 and 4.0 feet of ground surface elevation drop within the western half of the Valley portion of the Madera Region. The area of greatest subsidence occurred roughly along the path of the East Side Bypass flood control structure of the San Joaquin River (Bull, 1975).

The majority of subsidence has occurred since 1940, when large turbine pumps came into widespread use for extracting water from the deeper confined aquifer. Availability of surface water from the Delta-Mendota Canal and the California Aqueduct resulted in decreased groundwater demand, stabilization of groundwater levels, and a reduced rate of subsidence. Drought conditions during 1976-1977 and 1987-1992 restricted surface water deliveries, resulting in increased demand for groundwater supply and increased subsidence rates. Drought and regulatory reductions in surface water deliveries (especially the San Joaquin River Restoration) from 2007 through 2014 have brought about unprecedented withdrawals of water from the deeper confined aquifer to meet local water demand.

### 3.5.3 - LOSS OF STORAGE DUE TO SUBSIDENCE

According to a 1995 USGS report, the primary cause of land subsidence in the Valley has been the compaction of fine-grained silt and clay sediments in the aquifer system following extensive long-term withdrawal of groundwater in excess of recharge. This subsidence, due to compaction of fine-grained sediments, began in the 1920s. As groundwater levels declined severely during the 1960s, fine-grained sediments lost water from pore spaces and became compacted from the weight of the overlying soil. When withdrawal rates decreased, and water levels were allowed to recover, compaction rates slowed significantly.

Increased groundwater pumping during the 1976-77 drought increased the rate of subsidence, some of which even resulted from compaction of coarse-grained sediments. When groundwater levels recovered in 1978 following the end of the drought years, the compacted coarse-grained sediments regained some of their original volume when the former or near former pore pressure was attained and the land surface rebounded. However, the fine-grained sediments remained compacted and will never recover.

The fine-grained portions of the aquifer are not typically considered water producing portions. The minimal amount of storage loss in the coarser grained sediments, the usable part of the aquifer, is for the most part recoverable and is not considered an appreciable loss of storage space in the usable parts of the aquifer.

### 3.5.4 - RECENT LAND SUBSIDENCE IMPACTS

Groundwater pumping that results in renewed compaction and land subsidence in the Valley could cause serious operational, maintenance, and construction-design problems for the California Aqueduct, the San Luis & Delta-Mendota canals, and other water-delivery and flood- control canals in the San Joaquin Valley. Subsidence has reduced the flow capacity of several canals that deliver irrigation water to farmers and transport floodwater out of the valley. Several canals managed by the San Luis & Delta-Mendota Water Authority (SLDMWA) and the Central California Irrigation District (CCID) have had reduced freeboard and structural damages that have already required millions of dollars of repairs, and more repairs are expected in the future (Sneed, et al. 2013). These instances of land subsidence are not in the Region but are adjacent to the westerly portions of the area near the San Joaquin River and indicate that subsidence is occurring in broad area of the central part of the San Joaquin Valley. Within the Region, subsidence near the San Joaquin River and its flood control structures may cause flooding of Highway 152 and a local Alview elementary school. It may also threaten valuable farmland and dairies while possibly jeopardizing the San Joaquin River Restoration Program.

Recent work by the USGS, USBR, DWR and Kenneth D. Schmidt and Associates (KDSA) indicates that the greatest amount of subsidence in the Region is in the area of the East Side Bypass. This is also referred to as the Red-Top Area, which is located in the west-northwest portion of the Region near the axis of the valley where the majority of the historic land subsidence has been documented. The maximum subsidence near the Eastside Bypass has amounted to approximately seven (7) feet.

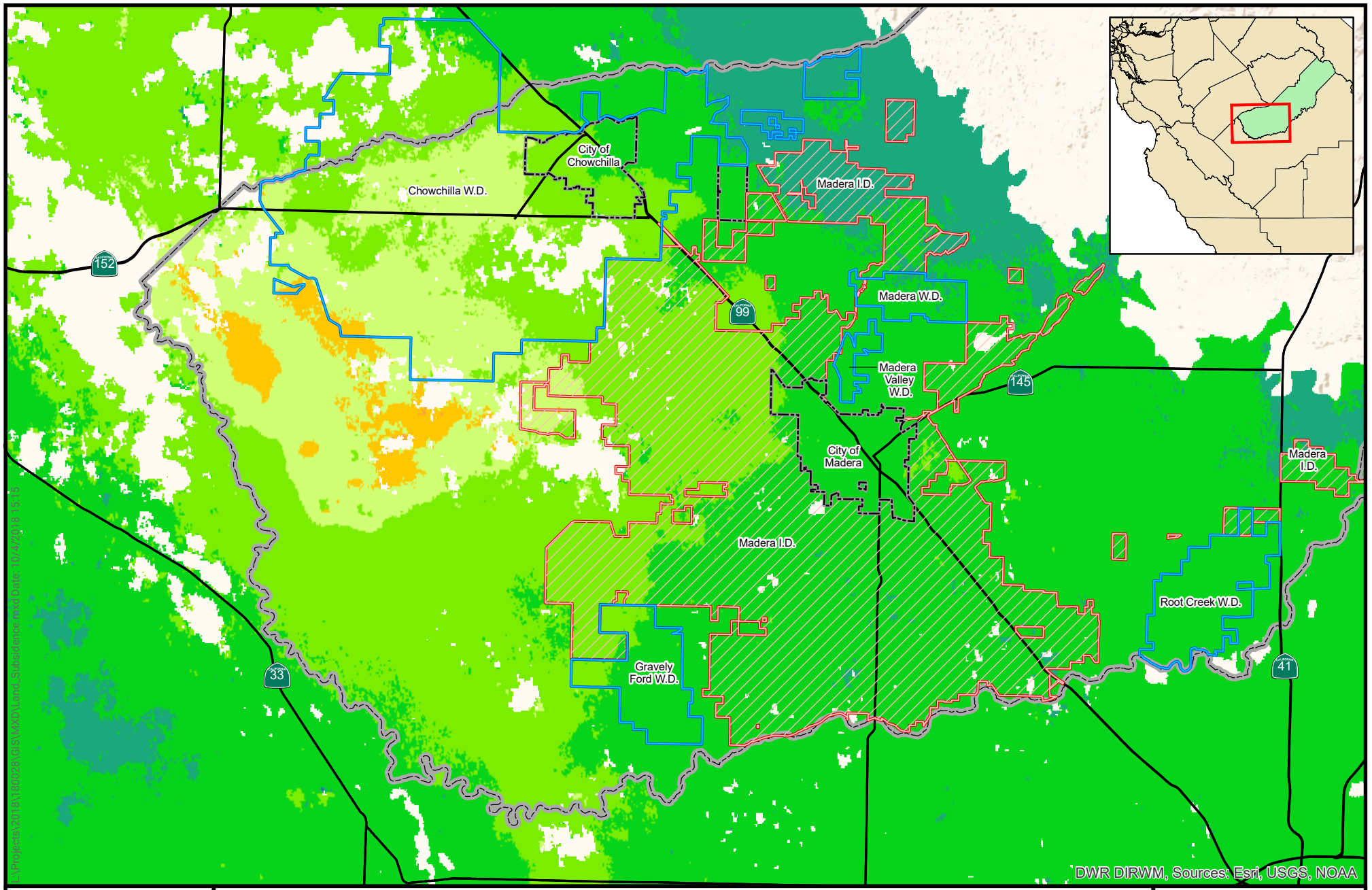



**Figure 3-3 Land Subsidence (Change in Elevation 2017)**

-15 to -12 (inches)
-12 to -9 (inches)
-9 to -6 (inches)
-6 to -3 (inches)
-3 to 0 (inches)
0 to 3 (inches)
City Boundary
Water District Boundary
Madera Irrigation District
Madera County
State Highway

N

0 Miles 5

## 3.6 - Water Quality Problem Areas

### 3.6.1 - ARSENIC AND URANIUM

Water quality data in the Region is limited and Madera County Environmental Health records were searched for nitrate, arsenic, perchlorate, and hexavalent chromium contamination per AB1249. When searching violations of public water systems exceeding MCLs in both the Valley and Foothill /Mountain areas of the Region the most prevalent are for Arsenic and Uranium. In 2018 28 water systems were in violation for Arsenic and 19 for Uranium. There was also one violation for exceeding the MCL for Perchlorate in the Valley area.

Two groups have been formed to assist the Disadvantaged Communities. One is for the Foothill/Mountain area and the other for the Valley area. These groups are preparing reports that will address areas of contamination along with other projects to assist the communities. These reports will be added to this plan once they have released.

### 3.6.2 - SALT AND NITRATE

Communities in the Central Valley rely on surface and groundwater for many beneficial uses including agriculture and drinking water supplies. However, elevated salt and nitrate concentrations in portions of the Central Valley impair or threaten to impair the region's water and soil quality which, in turn, adversely affects agricultural productivity and/or drinking water supplies.

The salinity and nitrate problems in the Central Valley are complex, multi-faceted and present a daunting challenge for the Central Valley Regional Water Quality Control Board (Central Valley Water Board or Board) to confront alone. To assist in the Board's long-term planning efforts, a broad group of agriculture, cities, industry, and regulatory agencies joined together in 2006 to form the Central Valley Salinity Alternatives for Long-Term Sustainability Initiative (CV-SALTS). The CV-SALTS Executive Committee is a decision-making body with 30 voting members that represent diverse stakeholder groups including agriculture, cities, industry, regulatory agencies, and community and environmental justice representatives. In addition, dischargers participating in CV-SALTS formed the non-profit Central Valley Salinity Coalition (CVSC) to manage and fund the effort and have entered into a Memorandum of Agreement with the State Water Board and the Central Valley Water Board to formalize their commitment. Goals adopted by CV-SALTS include:

- Sustain the Valley's lifestyle
- Support regional economic growth
- Retain a world-class agricultural economy
- Maintain a reliable, high-quality water supply
- Protect and enhance the environment

CV-SALTS was tasked with developing a Salt and Nitrate Management Plan (SNMP) for the entirety of the Central Valley Regional Water Quality Control Board's (Central Valley Water Board's) jurisdictional area. Although broader in overall scope, the SNMP was also developed to meet requirements set forth in the State Recycled Water Policy, adopted in 2009 by the State Water Resources Control Board (State Water Board). The Recycled Water Policy provides statewide direction regarding the appropriate criteria to be used when issuing permits for recycled water projects. In addition, the Recycled Water Policy articulates the State Water Board's policy that every groundwater basin/subbasin in California needs to have a consistent salt/nutrient management plan (i.e., SNMP). To ensure that such plans were developed in a timely manner, the Recycled Water Policy establishes criteria and timelines for their development.

CV-SALTS participants, including the Central Valley Water Board, have worked together to develop this SNMP to address salinity and nitrate concerns in the Central Valley Region in a comprehensive, consistent, and sustainable manner, both environmentally and economically. CV-SALTS participants are also committed to evaluating, promoting, and initiating options to provide safe drinking water to communities already impacted by salt and nitrates. To this end, this Central Valley SNMP builds on a range of water quality management policies and implementation programs already in existence, proposes additional policies and tools needed to provide the Central Valley Water Board with flexibility in addressing legacy and ongoing loading of salt and nitrate in the diverse region, and presents a comprehensive regulatory and programmatic approach for the sustainable management of salt and nitrate.

Combined, the development of the SNMP and the proposed, corresponding Basin Plan amendments will establish a revised regulatory framework and provide the flexibility necessary to make salt and nitrate management decisions at the appropriate temporal, geographic, and/or management scales. The SNMP will be reviewed and revised as needed to support state and regional policies, regulations, and/or new technical information developed during SNMP implementation.

### *3.6.3 - CENTRAL VALLEY SALT AND NITRATE MANAGEMENT PLAN*

Central Valley Water Board has flexibility in addressing legacy and ongoing loading of salts and nitrates in the diverse region and while presenting a comprehensive regulatory and programmatic approach for the sustainable management of salt and nitrate.

Combined, the development of the SNMP and the proposed, corresponding Basin Plan amendments will establish a revised regulatory framework and provide the flexibility necessary to make salt and nitrate management decisions at the appropriate temporal, geographic and/or management scales. The SNMP will be reviewed and revised as needed to support state and regional policies, regulations, and/or new technical information developed during SNMP implementation and establishes criteria and timelines for their development.

## *3.7 - Groundwater Levels*

Groundwater levels are one of the most critical parts for planning future water efforts. The Chowchilla, Delta Mendota, and Madera subbasins have been designated as in critical overdraft. To meet SGMA compliance, Groundwater Sustainability Agencies (GSA) have been formed and are working together to develop Groundwater Sustainability Plans (GSP) to improve the declining groundwater levels. The level of overdraft varies between the GSAs as some have imported water supplies and some areas rely entirely on groundwater.

Groundwater levels have been in decline and without changes to area wide policy, this trend will continue. The Department of Water Resources is requiring that all basins in critical overdraft meet sustainability goals by 2020. To achieve this goal, water supplies need to be increased or there needs to be a reduction in demand. One way to reduce demand is to take farmland out of production. Implementation conservation measures of water resources will also reduce demand but likely not to the magnitude that will fix the overdraft problem.

The following Figure 3-4 Depth to Groundwater show contours for Spring 2016 water level measurements.

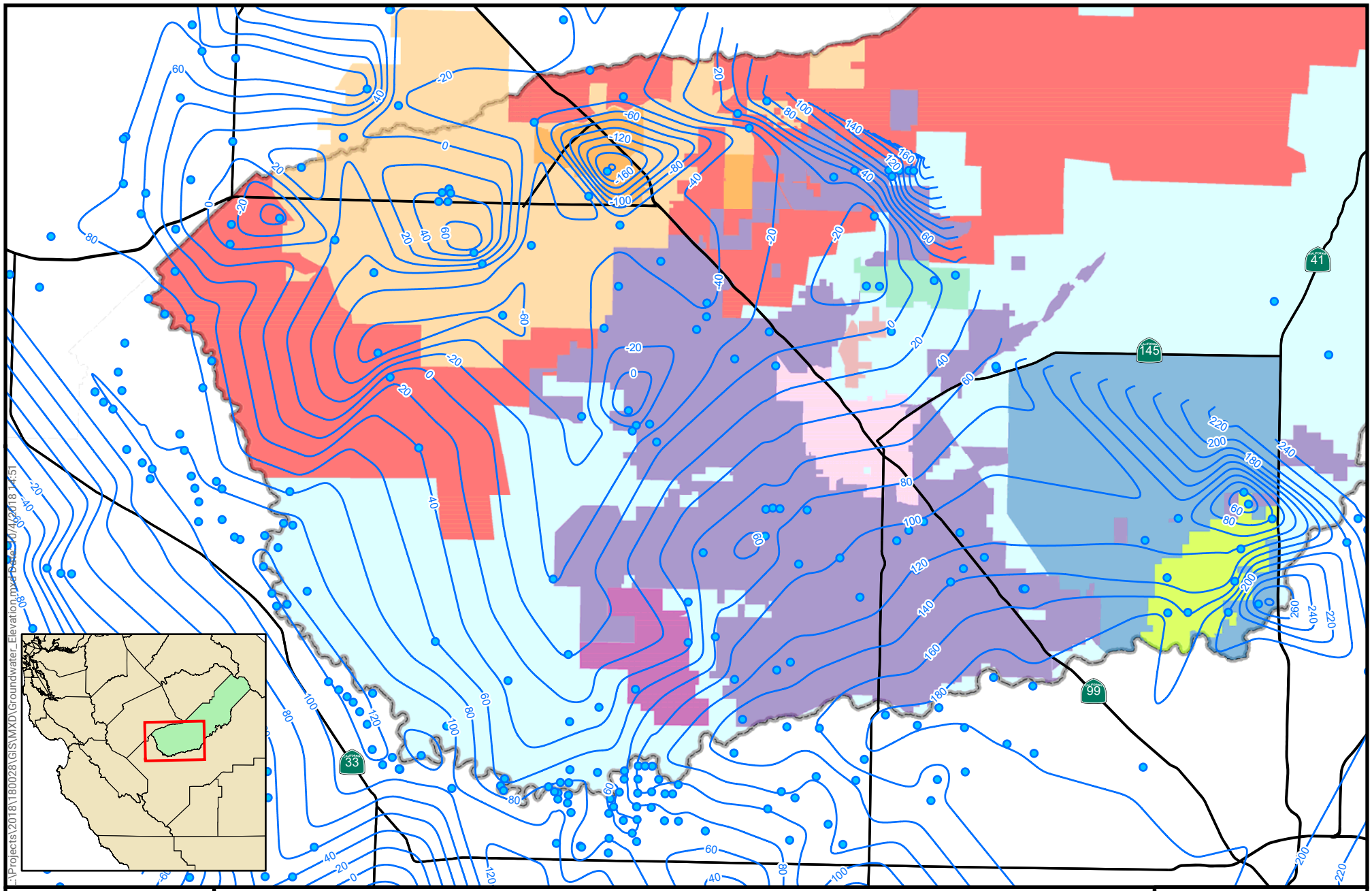
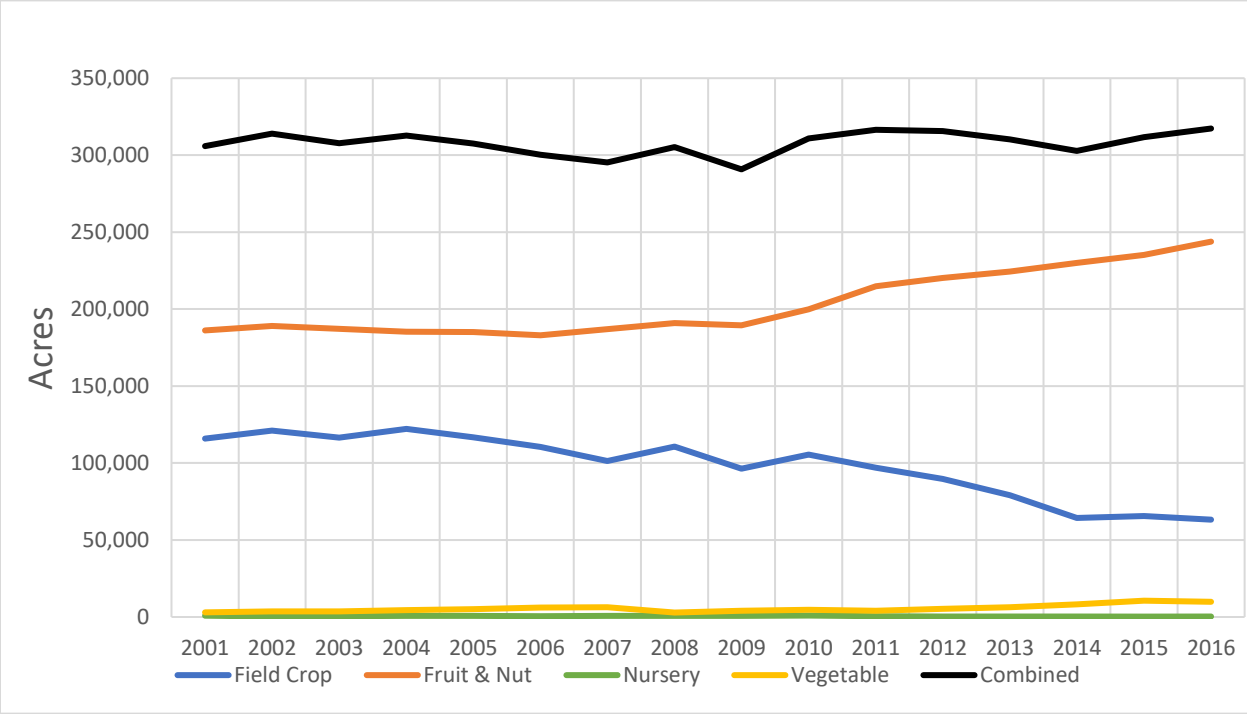



**Figure 3-4 Groundwater Elevations (Spring 2016)**

## *3.8 - Agricultural Water Demands*

The water demands for the area have remained relatively constant over the past 15 years. The amount of applied water to Ag land has been averaging 1,030,000 AF per year. During this same 15-year period the total of irrigated acreage remained constant. According to the Madera County Agricultural Commissioner's office, there has been shift from field crops to permanent crops consisting primarily of fruit and nuts, as noted in Table 3-1 below.

**Table 3-1 Madera County Crop Information (2016)**



# SECTION 4 - PLAN OBJECTIVES

## *4.1 - New Objectives Added for Proposition 1 Update*

Through the Proposition 1 Update process new objectives have been incorporated into the goals of the plan. New measurable criteria have been added to evaluate progress for meeting these goals. The following is a list of the additional new objectives:

- Adapting to changes in the amount, intensity, timing, quality, and variability of runoff and recharge;
- Consider the effect of sea level rise on water supply conditions and identify suitable adaptation measures;
- Reduction of energy embedded in water, and ultimately reducing GHG emissions
- Evaluate different ways to meet IRWM plan objectives, where practical, consider the strategies adopted by CARB in its AB 32 Scoping Plan;
- Consider carbon sequestration and renewable energy options are integrally tied to supporting IRWMP objectives.

Water is used by a diverse group of stakeholders in the Madera Region for a variety of needs including municipal and industrial, agriculture, hydropower, and environmental flows. Water management issues for the region are broad and include water supply, water quality, flood management, environmental stewardship, regional self-sufficiency, and infrastructure development. This wide spectrum of water users and issues challenges water managers in the region. The regional goals expressed in this Plan were created to address the entirety of the Region's water management needs, issues, and conflicts.

The regional goals and measurable objectives were established through a collaborative process that included meetings, stakeholder surveys, public workshops, and open discussions. This process included several iterations from 2006 through 2014. The groups involved included the Regional Water Management Group and the general public. The process produced several lists of issues, conflicts, potential goals and objectives in the region. These were combined into the final list of regional goals and measurable objectives found in this Plan. The final list was reviewed and approved by the RWMG in the form of a Draft Goals and Objectives Chapter and then subsequently with approval of the IRWMP.

In the 2015 Provost & Prichard report, goals for the Valley area and the Foothill/Mountain areas were developed per the requirements of Proposition 84 Integrated Regional Water Management Plan. The goals established in the 2015 report are as follows.

## *4.2 - Valley Goals*

- Achieve groundwater sustainability
- Expand Stakeholder Education
- Assure groundwater quality meets drinking and irrigation water quality standards
- Improve Flood Control and Protection

- Conservation

## 4.3 - Foothill/Mountain Goals

- Create practical, enforceable policies resulting in sustainable groundwater management
- Improve water quality
- Improve Watershed Management
- Expand Stakeholder Education
- Conservation

## 4.4 - Additional Goals for Proposition 1

The goal of conservation will apply to both the Valley and Foothill/Mountain areas. Specific to this goal is the reduction of energy. By reducing energy embedded in water use, this will in turn reduce GHG emissions. The design of proposed water projects will consider energy reduction as a high priority.

Also, as consideration in the designs, California Air Resources Board (CARB), strategies for reduced emissions will be evaluated and incorporated.

Another new goal is to consider options for carbon sequestration and using renewable energy where such options are integrally tied to supporting IRWM Plan objective.

The goals, including the additional new goals, are show in the following Table 4-1. The number of projects and ranking of the projects to achieve the objectives is attached as Appendix A.

## Table 4-1 - Summary of Objectives and Goals

| *Goals for Valley Region* | | | *Total Projects that Achieve Objective* | *Score of Project Achieving objective (avg. 0-5)* |
|---|---|---|---|---|
| **1 - Achieve groundwater sustainability** | | | | |
| | a. | Increase regional capacity for direct recharge by 50,000 AF/Year | 39 | 2.86 |
| | b. | Integrate flood/storm water conveyance infrastructure and regional irrigation system | 39 | 2.21 |
| | c. | Expand CASGEM groundwater monitoring network to semi-annually measure regional groundwater on a per-aquifer basis | 39 | 2.36 |
| | d. | Improve water reliability | 39 | 2.79 |
| | e. | Expand water conservation efforts | 39 | 2.64 |
| **2 - Expand Stakeholder Education** | | | | |
| | a. | Community education on water issues | 6 | 2.71 |
| | b. | Native American Tribes | 6 | 2.57 |
| **3 - Assure groundwater quality meets drinking and irrigation water quality standards** | | | | |
| | a. | Identify problem areas | 15 | 2.79 |
| | b. | Identify strategies to address chemical Constituents of Concern | 15 | 2.11 |
| | c. | Propose projects to address waters which do not meet State Public Health Goals or irrigation standards | 15 | 2.29 |
| **4 – Improve Flood Control and Protection** | | | | |
| | a. | Improve flood conveyance capacity | 32 | 2.21 |
| | b. | Improve water storage capacity | 32 | 2.71 |
| | c. | Adapt to changes in amount, intensity, timing, quality and availability of runoff and recharge | 32 | 3.22 |
| **5 – Conservation** | | | | |
| | a. | Reduce energy consumption, especially the energy embedded in water use, and ultimately reducing GHG emissions | 23 | 2.78 |
| | b. | Consider, where practical, the strategies adopted by California Air Resources Board (CARB) in its AB 32 Scoping Plan, when evaluating different ways to meet IRWM plan objectives | 23 | 2 |
| | c. | Consider options for carbon sequestration and using renewable energy where such options are integrally tied to supporting IRWM Plan objective | 23 | 2.11 |

Table 4-1 (cont.) - Summary of Objectives and Goal

| Goals for Foothill/Mountain Region | | Total Projects that Achieve Objective | Score of Project Achieving objective (avg. 0-5) |
|---|---|---|---|
| **6 - Create practical, enforceable policies resulting in sustainable** | | | |
| a. | Determine strategies to enhance sustainability in foothill and mountain water supplies | 7 | 2.38 |
| b. | Develop policies to improve hard rock well sustainability and quantity | 7 | 2.17 |
| c. | Develop sources of surface water supply | 7 | 2.58 |
| d. | Implement water conservation policies to achieve the State's "20 x 2020" goal | 7 | 2.33 |
| e. | Fully utilize recycled wastewater from County maintained districts and urban areas | 7 | 2.17 |
| f. | Develop and implement a comprehensive groundwater monitoring program by 2020 | 7 | 2.58 |
| **7 - Improve Water Quality** | | | |
| a. | Promote community awareness of potential water quality issues | 7 | 2.5 |
| b. | Protect source water areas | 7 | 2.67 |
| **8 – Improve Watershed Management** | | | |
| a. | Manage forest density to increase surface runoff | 18 | 2.5 |
| b. | Manage vegetation to reduce fire risk and attempt to keep fires within their natural range of variability. | 18 | 2.42 |
| c. | Reduce erosion and sedimentation. | 18 | 2 |
| d. | Promote natural water storage through meadow, stream, wetlands and floodplain restoration. | 18 | 2.5 |
| e. | Adapt to changes in amount, intensity, timing, quality and availability of runoff and recharge | 18 | 3.22 |
| **9 - Expand Stakeholder Education** | | | |
| a. | Community education on water issues | 2 | 2.75 |
| b. | Develop programs to increase communications with Native American Tribes | 2 | 2.56 |
| **10 – Conservation** | | | |
| a. | Reduce energy consumption, especially the energy embedded in water use, and ultimately reducing GHG emissions | 4 | 2.44 |
| b. | Consider, where practical, the strategies adopted by California Air Resources Board (CARB) in its AB 32 Scoping Plan, when evaluating different ways to meet IRWM plan objectives | 4 | 2.5 |
| c. | Consider options for carbon sequestration and using renewable energy where such options are integrally tied to supporting IRWM Plan objective | 4 | 2.11 |
| **11 – Climate Change (Valley/Foothill Regions)** | | | |
| a. | Plan addresses potential impacts of future climate change | | 2.44 |
| b. | Long term reduction of greenhouse gases | 4 | 2.5 |
| c. | Promote public education about impacts of climate change | 4 | 2.11 |

## *4.5 - Valley Goals*

### *4.5.1 - GOAL NO. 1: ACHIEVE GROUNDWATER SUSTAINABILITY*

This goal has been carried over from the 2014 IRWMP because it was highlighted as the "over-arching goal" of the IRWMP process. Additionally, it remains the top priority of the

SGMA process as well as it aims to preserve groundwater supply for residents of the valley floor.

Groundwater overdraft in Madera County currently calculated to be approximately 250,000 AF/year for both the Chowchilla and Madera Subbasins. This is calculated from the Madera Regional Groundwater Plan (Provost & Pritchard, 2014) and the Root Creek Water District Groundwater Management Plan (Provost & Pritchard, 2012). All stakeholders recognize that this is not sustainable and equally recognize that the problem is of such magnitude that effective and lasting changes cannot be instantly implemented.

Achieving groundwater sustainability, which this report defines as limiting net groundwater use to not more than the natural recharge of the underlying aquifers, will require a coordinated and ongoing effort. The objectives are presented in order of desired implementation.

### *Objective 1a: Increase regional capacity for direct recharge by a minimum of 50,000 AF/Year.*

Current direct recharge capacity within the RWMG boundaries is limited to losses within canals, river channels, and some basins operated by local water and irrigation districts. Several studies by MRWMG members and stakeholders over the past decade have identified areas where direct recharge could be effectively used to replenish the deep aquifer, but to date funding limitations have precluded construction of any of these major facilities.

Land and facilities are only a part of the recharge challenge. Without water supplies, there is no recharge, so also included in this objective is the expansion of the variety and volume of water supplies available to the Group members for recharge use. As a practical matter, firm water supplies are expensive and difficult to secure. Therefore, it is expected that this effort will focus on increasing capacity to convey and retain high-flow supplies in the years when they are available.

Funding for both facilities and water supplies may come from grants, local operational funds, property assessments, or other mechanisms selected by the Members. Local funding will be focused on a sub-regional basis on projects benefitting those supplying the funds.

Groundwater recharge will be an important part of achieving the goal of groundwater sustainability. Under this objective, the RWMG will identify potential sites for recharge facilities, water supplies that can be used for recharge, and funding opportunities.

### *Objective 1b: Integrate flood/storm water conveyance infrastructure and regional irrigation system.*

Storm water remains an under-utilized resource within the RWMG area. The RWMG plans to develop the means and facilities to capture, retain, and make beneficial use of storm water flowing through the region which is now lost to evaporation because it is impounded in areas with impermeable soils and does not effectively percolate to the groundwater. This objective

may include construction of new retention/percolation basins sited in areas where percolation can reach the aquifer.

This objective may also include strategies to convey flood water into public irrigation canals to supplement surface water delivered from the San Joaquin River. All strategies will require compliance with NPDES regulations for storm water management.

### *Objective 1c: Expand CASGEM groundwater monitoring network to semi-annually measure regional groundwater on a per-aquifer basis.*

Since 2011, several of the RWMG members have been collaborating on an area-wide groundwater monitoring program known as the California State Groundwater Elevation Monitoring program, or CASGEM. The program is a solid start toward developing a more regional knowledge of groundwater conditions and has already generated useful data for the participating agencies.

There is, however, a need for greater data precision and integration as the RWMG moves toward management of the groundwater aquifer throughout the region. Semi-annual well monitoring will enhance the understanding of aquifer variations resulting from rainfall and irrigation pumping throughout the year. Integrating data on a per-aquifer and sub-regional basis will aid in creating specific sustainability parameters in each area of the RWMG's boundaries in a manner that is most equitable for all stakeholders. The regional monitoring program could be expanded to include additional agencies and monitoring entities.

### *Objective 1d: Improve Water Reliability.*

Water is necessary for human consumption, personal hygiene, and many economic activities in Madera County. Improved water reliability can allow agencies to meet peak demands, provide water supplies during power outages, maintenance and facility malfunctions, and provide minimum water supplies during droughts. This objective can be achieved by developing new water supplies, establishing a diverse portfolio of water supply options, securing outside water agreements to import water to the RWMG area, making greater use of floodwater supplies through surface and subsurface storage projects, and increasing redundancy in water systems.

### *Objective 1e: Expand Water Conservation Efforts.*

There are limited water supplies in Madera County and stretching the existing water supplies is important. This objective can be achieved through water conservation by urban, industrial, commercial, municipal, and agricultural water users.

In response to the requirements of SB 7x-7, also known as the Water Conservation Act of 2009, goals of reducing per-capita water use by 20% by 2020. This is known as the State's 20x2020 goal. Urban water conservation can include many methods such as metering, public education, low-flow devices, ordinances, etc. As a result, implementation of effective indoor demand reduction measures will have a proportionally greater impact on demand

reduction. Concerted efforts to replace traditional indoor water fixtures and older appliances with water-conserving fixtures and appliances conforming to the latest standards will be an effective tool for achieving demand reduction goals.

Numerous methods are also available for agricultural water conservation such as tailwater recovery, spill prevention, metering, etc. The ultimate goal is to reduce consumption on a per capita or per acre water basis and achieve more with the same water supplies.

### *4.5.2 - GOAL NO. 2: EXPAND STAKEHOLDER EDUCATION*

The Madera RWMG is required to implement strategies to raise stakeholder and citizen awareness of State objectives for water management issues, including the magnitude of the challenge, potential mitigations, feasible projects, funding options, and consequences for failure to take effective action. This objective is critical and related to the success of other objectives, as many of the objectives require the support or at least the consent of the stakeholders and/or citizens throughout the Madera RWMG plan area to be implemented.

#### *Objective 2a: Community education on water issues.*

Develop programs and resources for use by members in a variety of public educational settings. Subjects to be addressed will include description of the regional water situation, the seriousness and urgency of the problem at hand, how and why the situation has developed over time, how other areas within California have addressed similar situations, options for mitigation that have been identified locally, options for financing those mitigations, and potential consequences of failing to take timely and effective action.

Numerous venues are available for public education. These may include:

- Presentations to agencies and organizations
- Service club and interest-group presentations
- Flyers and informational handouts
- Public Service Announcements to be released on radio, television, or in the press
- Development of educational websites to be linked to member and other agency sites
- Other public outreach methods described in Stakeholder Involvement outline in Section 9

#### *Objective 2b: Native American Tribes*

Develop programs which will further increase communications between the Madera RWMG and Native American tribes within the region to listen to concerns and to educate on proposed programs which will preserve and manage water supplies for the future. Work with Tribal Conservation Districts and Regional Tribal Advisory Committee shall follow the IRWM Tribal Guidelines.

### *4.5.3 - GOAL NO. 3: ASSURE GROUNDWATER QUALITY MEETS DRINKING AND IRRIGATION WATER QUALITY STANDARDS*

Certain areas within the RWMG boundaries, including both municipal and agricultural users, face water quality issues. These issues range from excessive TDS that makes irrigation less effective, to levels of contamination that exceed State Public Health Goals and Maximum Contaminant Levels for a variety of constituents of concern. Within the Madera RWMG area, certain wells have needed treatment for nitrates, iron, manganese, arsenic, and high heterotrophic plate count (which leads to a "blue slime" in the water).

#### *Objective 3a: Identify problem areas.*

Identify and map areas with water quality issues within the Madera RWMG boundaries. These maps will include extent of contaminant, the depth range where the contaminant has been found, and typical concentrations that have been found in groundwater.

#### *Objective 3b: Identify strategies to address chemical constituents of concern.*

Once the extent of each contaminant is identified, the Madera RWMG members will work together to identify common solutions for each constituent of concern, looking for ways to apply a common solution to a problem that may affect more than one-member agency. Such solutions may include wellhead treatment, blending to improve quality, centralized treatment, and zone selection for new wells to avoid contaminated water altogether.

#### *Objective 3c: Propose projects to address waters which do not meet State Public Health Goals or irrigation standards.*

Improvement projects will be conceived to address problematic waters. These projects will likely include treatment projects but could also include alternatives for supplies that would eliminate the need to use a contaminated supply. These projects will be formalized and considered by the Madera RWMG for including in future funding applications.

### *4.5.4 - GOAL NO. 4: IMPROVE FLOOD CONTROL AND PROTECTION*

Much of the valley is relatively flat and susceptible to flooding from various creek, sloughs, and rivers. Recent history has shown that flooding can cause major damage in Madera County. Flood control and protection can be enhanced with building ordinances, water storage, and flood conveyance. Climate change could also alter the timing, frequency and magnitude of flooding. A range of future conditions needs to be identified and new policies, programs, and projects developed to accommodate the anticipated changes in flooding.

#### *Objective 4a: Improve flood conveyance capacity.*

Many sloughs, streams, flood bypass channels, irrigation canals, and rivers convey flood flows in Madera County. Maintaining or increasing the capacity of these channels will allow some flood waters to pass through the County without causing flooding or damage. Greater

capacity could also increase the ability to convey and deliver water to flood control and recharge basins. Land subsidence is believed to have reduced the capacity of some facilities. In addition, vegetation such as Arundo donax has clogged some sloughs and reduced their conveyance capacity. Vegetation removal and eradication is a viable alternative to restore these facilities.

### *Objective 4b: Improve water storage capacity.*

Increasing storage capacity can provide better re-regulation of water supplies and also conserve water for later use. Storage can be increased by building new dams, raising existing dams, off-channel reservoirs, silt removal, and groundwater recharge basins. Raising existing dams provides the greatest potential benefits in the Madera IRWMP area. Recharge basins have lower ability to quickly capture flood flows but are still considered effective and an important part of the overall strategy.

### *Objective 4c: Adapt to changes in amount, intensity, timing, quality, and availability of runoff and recharge.*

With highly variable weather patterns, climate change may alter the amount, intensity, timing, quality, and availability of run off will need to have an adaptive management plan. Climate change could create instances where there may be longer time between wet events and, conversely, the runoff may be greater than normal. Projects that can accommodate larger variability will provide greater benefit.

## *4.5.5 - GOAL NO. 5: IMPROVE CONSERVATION*

Conservation of natural resources is a goal that can span across many areas of water operation and management. The following objectives that will be evaluated in project review:

### *Objective 5a: Reduce energy consumption.*

Reduction of energy consumption embedded in water use to ultimately reduce GHG emissions. Energy is the largest variable cost with regards to water conveyance and delivery. Increasing efficiency in pump stations will reduce energy consumption resulting in a reduction of GHG.

### *Objective 5b: Reduce emissions.*

The objective of reducing emissions will be considered in the review of potential projects. Strategies adopted by California Air Resources Board (CARB) in its AB 32 Scoping Plan will be utilized as guidelines when evaluating different ways to meet Madera IRWM plan objectives. Projects will be evaluated on whether they implement the strategies adopted by CARB and the overall total number of projects will be used to measure effectiveness of the IRWMP adopted projects.

### *Objective 5c: Reduce carbon footprint.*

The reduction of carbon footprint associated with water related operations is an objective of the Madera IRWMP. Options for carbon sequestration and using renewable energy will be evaluated in the review of potential Valley Projects.

## *4.6 - Foothill and Mountain Goals*

### *4.6.1 - GOAL NO. 6: CREATE PRACTICAL, ENFORCEABLE POLICIES RESULTING IN SUSTAINABLE GROUNDWATER MANAGEMENT*

This is a task that will fall primarily to the County of Madera along with the help from the local Maintenance Districts, Special Districts, and water companies. The County will take a lead role in organizing tasks such as organizing stakeholder meetings and outreach into the communities. The County will facilitate the process to develop a water management strategy between all the Foothill conveyance systems to achieve the best possible management of the area.

### *Objective 6a: Determine strategies to enhance sustainability in foothill and mountain water supplies.*

Under this objective, the members will work to identify viable and beneficial strategies to stabilize and enhance supplies from hard rock wells. Projects will be developed that increase infiltration of storm water and other sources.

### *Objective 6b: Develop policies to improve hard rock well sustainability and quantity.*

These potential policies may include enhancing supply to the hard rock areas, managing the number and size of extractions and other measures.

### *Objective 6c: Develop sources of surface water supply.*

As discussed above, virtually all surface water in the area is controlled by long-time riparian and appropriative rights-holders. Actions under this objective must include a dual-pronged approach to identify the possibilities for increasing surface runoff while at the same time negotiating with existing rights-holders to allow increases in surface water runoff. As a result of new any practices, supplies may then be diverted by foothill and mountain users, so that those increases do not automatically accrue to the existing rights-holders.

### *Objective 6d: Implement water conservation policies to achieve the State's 20x2020 goal.*

SB7x-7, also known as the Water Conservation Act of 2009, set a goal of reducing per-capita water use by 20% by 2020. This is known as the State's 20x2020 goal. As with the Valley, achieving sustainability in the foothill region is a balance between increasing supply while reducing demand. This objective addresses the latter. Because of the nature of foothill and

mountain development, characterized by native landscapes with little need for irrigation, the indoor/outdoor water demand balance in the foothill/mountain area is skewed farther to the indoor side. As a result, implementation of effective indoor demand reduction measures will have a proportionally greater impact on demand reduction here. Concerted efforts to replace traditional indoor water fixtures and older appliances with water-conserving fixtures and appliances conforming to the latest standards will be an effective tool for achieving demand reduction goals.

### *Objective 6e: Fully utilize recycled wastewater from County-maintained districts and urban areas.*

In areas such as Oakhurst, where municipal wastewater treatment is available, the potential exists to make and utilize recycled water for outdoor irrigation of public spaces and landscaping. Doing so will require construction of additional Wastewater Treatment Facilities to treat at least a portion of effluent to Title 22 standards and construction of sufficient "purple pipe" recycled water distribution systems to serve eligible public spaces and landscape areas in these communities.

### *Objective 6f: Develop and implement a comprehensive groundwater monitoring program by 2020.*

Groundwater monitoring is an effective tool to understand the change in underground storage of water, as well as gaining information about sources and flow directions of the underground. Groundwater monitoring is difficult in hard-rock areas but understanding the current conditions as well as possible is important.

## *4.6.2 - GOAL NO. 7: IMPROVE WATER QUALITY*

Existing issues include certain wells with levels of arsenic, iron, manganese, nitrate, gross alpha radiation, and uranium over DDW Maximum Contaminant Levels. Each of these is a naturally-occurring substance, characteristic of water stored in decomposing granite aquifers. As a result, prevention of these contaminants is not possible. Objectives under this goal must focus on treatment and mitigation of these natural effects.

### *Objective 7a: Promote community awareness of potential water quality issues.*

Since many wells in the foothill and mountain areas are private and serve only the property owner, quality testing requirements are less rigorous than those imposed on public water systems. Strategies under this objective should focus on education about the need for regular water testing and on the symptoms of contamination where those are observable by the user.

### *Objective 7b: Protect Source Water areas.*

Identify source water areas for the local aquifers and determine feasible means to protect water supplies from contamination before the water enters the underground fractures.

### *4.6.3 - GOAL NO. 8: IMPROVE WATERSHED MANAGEMENT*

A large portion of the Madera IRWMP area includes wild watershed lands that hold the source waters used in large quantities for agricultural, urban, and environmental uses. This goal includes promoting best management practices for range, forest, and alpine lands to protect ecosystems thereby improving water supplies and water quality. It also includes preserving open space and natural habitats that protect and enhance water resources and native species.

#### *Objective 8a: Manage forest density to increase surface runoff.*

Many forests in the IRWMP area have been modified from natural conditions. Lack of old growth trees allows greater sunlight and precipitation to reach the forest floor resulting in denser forests. Thinning forests to reduce tree density and underbrush can increase runoff while having the ancillary benefit of reducing fire risks. Removal of invasive non-native vegetation, that has higher water use than native vegetation, can also improve water supplies.

#### *Objective 8b: Manage vegetation to reduce fire risk and attempt to keep fires within their natural range of variability.*

Forest and brush fires can lead to erosive conditions that contribute soil, nutrients, debris and ash into the water supplies. Local landowners can be educated and encouraged to reduce fire risk by using fire resistant and retardant landscaping. Land managers can reduce fire risk by creating strategic fuel breaks, conducting fuel treatments and forest restoration, thinning underbrush, and allowing low-intensity fires to consume accumulated fuel.

#### *Objective 8c: Reduce erosion and sedimentation.*

Excessive erosion and sedimentation can negatively impact wetlands, water courses, and storage capacity of reservoirs. Several measures can be taken to reduce erosion and sedimentation including slope stabilization, road maintenance and decommissioning, grading and drainage improvements, and best management practices during construction.

#### *Objective 8d: Promote natural water storage through meadow, stream, wetlands, and floodplain restoration.*

Natural features such as streams, meadows, wetlands and floodplains have been impacted and their ability to store water has been reduced. Restoration projects can help restore the natural habitat conditions, while simultaneously restoring natural hydrologic functions. Restoring these features can help to regulate water and reduce peak flows.

### *Objective 8e: Adapt to changes in amount, intensity, timing, quality and availability of runoff and recharge.*

With highly variable climate changes the amount, intensity, timing, quality, and availability of run off will need to have an adaptive management plan. There may be longer time between wet events and the runoff may be greater than normal. Projects that can accommodate larger variability will provide greater benefit.

## *4.6.4 - GOAL NO. 9: EXPAND STAKEHOLDER EDUCATION*

Implement strategies to raise stakeholder and citizen awareness of water management issues including the magnitude of the challenge, potential mitigations, and consequences for failure to take effective action.

### *Objective 9a: Community education on water issues.*

See Objective 3a under Valley Goals. Similar objectives and strategies will apply in the Foothill/Mountain area.

### *Objective 9b: Native American Tribes*

See Objective 3b under Valley Goals. Similar objectives and strategies will apply in the Foothill/Mountain area.

## *4.6.5 - GOAL NO. 10: CONSERVATION*

Conservation of natural resources is a goal with objectives that span across many areas of water operation and management. The following objectives that will be evaluated in project review.

### *Objective 10a: Reduce energy consumption*

Reduce energy consumption embedded in water use to ultimately reducing GHG emissions.

### *Objective 10b: Reduce emissions*

Consider, where practical, the strategies adopted by California Air Resources Board (CARB) in its AB 32 Scoping Plan, when evaluating different ways to meet IRWM plan objectives.

### *Objective 10c: Reduce carbon footprint*

The reduction of carbon footprint associated with water related operations is an objective of the Madera IRWMP. Options for carbon sequestration and using renewable energy will be evaluated in the review of potential Foothill and Mountain projects.

# SECTION 5 - RESOURCE MANAGEMENT STRATEGIES

This Section supplements Chapter 6 of the 2014 IRWMP previously prepared by the Madera RWMG to incorporate additions for Prop 1 and the California Water Plan. Specifically, Table 6.1 of the 2014 IRWMP provides resource management strategies and their applicability to the Valley and/or Foothill/Mountain Areas.

The California Water Plan (CWP) has served as the long-term strategic plan for informing and guiding the sound management and development of water resources in the state. With updates every five years, this plan reaffirms the State's commitment to integrated water management.

The CWP Update 2013 lays out a comprehensive suite of actions intended to move California toward more sustainable management of water resources and more resilient water management systems. Ultimately, sustaining resiliency needs to be measured in terms of improved public safety, environmental stewardship, and economic stability.

## *5.1 - New CWP Criteria for Prop 1 Update*

For this Prop 1 Update new criteria from the CWP 2013 have been considered and incorporated. The new criteria evaluated is as follows:

- Sediment Management
- Outreach and Engagement
- Water and Culture

## *5.2 - Update to CWP Criteria*

### *5.2.1 - CLIMATE CHANGE*

New tools for vulnerability assessments are available for developing strategies for the effects of climate change for the region. The review process for climate change strategies is shown in detail in Section 9.

### *5.2.2 - REDUCING ENERGY CONSUMPTION*

The CWP criteria for reducing energy consumption has also been expanded to reducing energy embedded in water use. The goal is to reduce energy which in turn would reduce Green House Gas emissions. These criteria have been built into the objectives and goals of this Prop 1 Update.

### *5.2.3 - ADAPTATION STRATEGIES*

Throughout the planning process, strategies have been reviewed at Madera RWMG meetings with stakeholders, water officials, City representatives, County representatives, elected officials, and community leaders. This process has brought together concerns and ideas for developing a plan which is adapting to changing conditions. A broader look at issues of climate change, energy reduction, water quality, and water supply adaptation is a must for a successful future. Adaptation strategies for Climate Change are included in Table 9-3, where they are grouped by climate change impacts and subsequently ranked by effectiveness of adaptation. Essentially, the more adaptation criteria the measure accommodates, the higher the measure is ranked within the list.

# SECTION 6 - PROJECT REVIEW PROCESS

The adopted project review process accomplishes four key objectives identified in the IRWMP Guidelines and meets Proposition 1 requirements:

- Project Identification and Solicitation: The adopted process allows the Madera RWMG to solicit, and the Partners to identify, proposed projects which have the potential to meet the IRWMP goals and objectives.

- Project Selection: The adopted process allows the Madera RWMG to review and select projects from the proposals made by the Members and to list those selected projects in the Madera IRWMP.

- Publishing the Project List: The adopted process allows the Madera RWMG to communicate the list of projects in the Madera IRWMP to stakeholders and the public.

- Matching Projects to Funding Opportunities: The adopted process further allows the Madera RWMG to rank and select the most promising projects to include in specific grant applications, based upon the funding program's published scoring and ranking criteria, thereby increasing the chances that the Madera RWMG's grant application will be favorably reviewed, scored, and funded.

## *6.1 - Review of New Objectives*

The Madera RWMG reviewed the new goals and objectives for the Prop 1 Update at their monthly meetings of the Madera group. These goals and objectives incorporate potential effects of climate change and its vulnerabilities of climate change such as amount, intensity, timing, quality, and variability of runoff and recharge. These objectives also consider the reduction of energy to ultimately reduce GHGs. The group ranked these objectives to understand the group's priorities. The following table, New Objectives for Prop 1 Update (2018), show a summary of the poll.

**Table 6-1 - New Objectives for Prop 1 Update (2018)**

| No. | Objective | Low | Medium | High | Ave |
|---|---|---|---|---|---|
| 2b | Native American Tribes | 4 | 3 | 3 | 2.11 |
| 5a | Reduce energy consumption | 1 | 3 | 6 | 2.78 |
| 5b | Air resources strategies | 0 | 7 | 3 | 2.56 |
| 5c | Carbon sequestration | 2 | 7 | 1 | 2.11 |
| 8e | Adapt to changes in amount, intensity, timing, quality, and availability of runoff and recharge | 0 | 1 | 9 | 3.22 |
| 9b | Native American Tribes | 1 | 5 | 4 | 2.56 |
| 10a | Reduce energy consumption | 1 | 6 | 3 | 2.44 |
| 10b | Air resources strategies | 0 | 8 | 2 | 2.44 |
| 10c | Carbon sequestration | 3 | 6 | 1 | 2.00 |
| | | 12 | 46 | 32 | |
| Notes: | Valley Objectives | | | | |
| | Foothill and Mountain Objectives | | | | |

## 6.2 - Integration of Objectives

The ranking of the new objectives was then incorporated into the overall ranking from the 2014 IRWMP update. The following Table Combines Objectives (2014, 2018) shows the combined rankings.

Table 6-2 - Combined Objectives (2014, 2018)

| No. | Objective | Low | Medium | High | Ave |
|---|---|---|---|---|---|
| 8e | Adapt to changes in amount, intensity, timing, quality, and availability of runoff and recharge | 0 | 1 | 9 | 3.22 |
| 1a | Increase regional capacity for direct recharge by 50,000 AF/Year | 0 | 2 | 12 | 2.86 |
| 2a | Community education on water issues (Valley) | 0 | 3 | 11 | 2.79 |
| 1d | Improve water reliability | 0 | 3 | 11 | 2.79 |
| 5a | Reduce energy consumption | 1 | 3 | 6 | 2.78 |
| 9a | Community education on water issues | 0 | 3 | 9 | 2.75 |
| 4b | Improve water storage capacity | 1 | 2 | 11 | 2.71 |
| 7b | Protect source water areas | 0 | 4 | 8 | 2.67 |
| 1e | Expand water conservation efforts | 0 | 5 | 9 | 2.64 |
| 6c | Develop sources of surface water supply | 0 | 5 | 7 | 2.58 |
| 6f | Develop and implement a comprehensive groundwater monitoring program by 2020 | 0 | 5 | 7 | 2.58 |
| 3a | Identify (water quality) problem areas | 2 | 2 | 10 | 2.57 |
| 5b | Air resources strategies | 0 | 7 | 3 | 2.56 |
| 9b | Native American Tribes | 1 | 5 | 4 | 2.56 |
| 8a | Manage forest density to increase surface runoff | 1 | 4 | 7 | 2.50 |
| 7a | Promote community awareness of potential water quality issues | 0 | 6 | 6 | 2.50 |
| 8d | Promote natural water storage through meadow, stream, wetlands and floodplain restoration. | 1 | 4 | 7 | 2.50 |
| 10a | Reduce energy consumption | 1 | 6 | 3 | 2.44 |
| 10b | Air resources strategies | 0 | 8 | 2 | 2.44 |
| 3b | Identify strategies to address chemical Constituents of Concern | 1 | 6 | 7 | 2.43 |
| 8b | Manage vegetation to reduce fire risk and keep fires within natural range of variability | 2 | 3 | 7 | 2.42 |
| 6a | Determine strategies to enhance sustainability in foothill and mountain water supplies | 1 | 6 | 6 | 2.38 |
| 1c | Expand CASGEM groundwater monitoring network | 1 | 7 | 6 | 2.36 |
| 6d | Implement water conservation policies to achieve the State's 20x2020 goal | 1 | 6 | 5 | 2.33 |
| 3c | Propose projects to address waters which do not meet State Public Health Goals | 2 | 6 | 6 | 2.29 |
| 4a | Improve flood conveyance capacity | 2 | 7 | 5 | 2.21 |
| 1b | Integrate flood/storm water conveyance infrastructure and regional irrigation system | 2 | 7 | 5 | 2.21 |
| 6b | Develop policies to improve hard rock well sustainability and quantity | 2 | 6 | 4 | 2.17 |
| 6e | Fully utilize recycled wastewater from County-maintained districts and urban areas | 3 | 4 | 5 | 2.17 |
| 5c | Carbon sequestration | 2 | 7 | 1 | 2.11 |
| 8c | Reduce erosion and sedimentation. | 3 | 6 | 3 | 2.00 |
| 2b | Native American Tribes | 4 | 3 | 3 | 2.11 |
| 10c | Carbon sequestration | 3 | 6 | 1 | 2.00 |
| | Total | 37 | 158 | 206 | |

The Madera RWMG after reviewing proposed projects by the stakeholders have compiled 108 projects which rank highly for meeting the Madera IRWMP goals as set out in this plan. These projects are identified in Appendix A.

# SECTION 7 - PLAN PERFORMANCE AND MONITORING

Project monitoring is important to track the successes and benefits of a project, ensure it is being operated properly, complies with laws and regulations, and to monitor the IRWM process and benefits. The Madera IRWMP contains performance measures and monitoring methods to ensure the objectives of the Plan are met. These performance measures will be evaluated to promote adaptive management for climate change and changing conditions. Examples of project-specific monitoring can include monitoring water quality, groundwater depth, flood frequency, and effects a project may have on habitat or particular species. Project-specific monitoring is the responsibility of the agency(s) or group(s) that are implementing a project and expect to directly benefit from the project. These agency(s) are also responsible for developing project monitoring plans.

The Madera RWMG will require draft monitoring plans for projects that are considered for funding. Final monitoring plans are prepared after final designs are completed and are typically approved by regulatory or funding agencies. The Madera RWMG will request copies in order to provide complete reporting within the Madera RWMG.

Draft monitoring plans typically include the following information when applicable:

## *7.1 - General Information*

- Project description
- Describe what is being monitored (water quality, water flows, etc.).
- Need for monitoring

## *7.2 - Monitoring Program Parameters*

- Frequency and schedule
- Overall time period (e.g. 5 years, life of project, etc.)
- Locations
- Protocols
- Tools and equipment
- Pertinent laws and regulations
- Quality control procedures

## *7.3 - Project Specific Impacts/Benefit Analysis*

As stated in the 2014 Plan (Chapter 8.5), in accordance with state law, the potential environmental impacts of all projects pursuant to the Madera IRWMP will be evaluated under the California Environmental Quality Act (CEQA). When funding requirements so dictate, additional environmental review will be done pursuant to the National Environmental Policy Act (NEPA).

As required under CEQA and NEPA, mitigation measures will be developed whenever feasible, for impacts which are determined to be significant. Project impacts and benefits

must be described when projects are submitted to the Madera RWMG in the Project Information (Project Review Process) Form and prior to funding consideration. Grant Pre-applications must include thorough discussions of potential benefits and impacts, but will not require completion of CEQA. However, if an agency chose to complete CEQA review of a potential project, it could improve the chances of that project being recommended for inclusion in a funding application since there would be: 1) an increased certainty of the project's scope, benefits and impacts; and 2) a reduction in the time required to move the project to construction after approval of funding.

As a minimum, the benefit/impact analysis should address the topics found in a CEQA Environment Assessment (EA), including: aesthetics, air quality, biological resources, climate change, cultural resources, geology and soils, hydrology and water quality, land use and planning, noise, population and housing, public services and utilities, recreation, and transportation and circulation.

## *7.4 - Data Management Procedures*

- Data storage and tracking
- Incorporation into Statewide databases
- Targets to be reached (if any)
- Measures to remedy or react to problems encountered during monitoring
- Reporting procedures

## *7.5 - Other Topics*

- Funding source for on-going monitoring
- Responsibility for on-going monitoring

An important component of monitoring and data management is qualitative or quantitative trend analysis. When relevant, appropriate trend analysis will be a part of project monitoring plans. See Table 7-1 for a summary of the measurement criteria of the objectives in the Madera RWMG.

## Table 7-1 Measurement Criteria for the Objectives of the Madera IRWMP

| *Measurement Criteria* |
|---|
| **1 - Achieve Groundwater Sustainability** |
| 1a - Increase Regional Capacity for Direct Recharge |
| Number of groundwater recharge facilities in operation |
| Number of acres developed for intentional recharge |
| Number of acre-feet of water available for recharge use |
| Number of acre-fee of water actually diverted for recharge use |
| Quantity of groundwater irrigation replaced by imported surface water irrigation (in-lieu recharge) |
| 1b - Integrate flood/storm water conveyance infrastructure and regional irrigation system |
| Number of projects integrating flood/storm and irrigation system conveyance completed |
| On-going evaluation of remaining opportunities to integrate flood/storm and irrigation system conveyance |
| 1C - Expand CASGEM groundwater monitoring network to semi- annually measure regional groundwater on a per-aquifer basis |
| Number of monitoring well sites in operation |
| Number of monitoring wells for which a well log is available |
| Number of member and affiliate agencies participating in the monitoring program |
| Number of wells being monitored and reported twice annually |
| 1d - Improve water reliability |
| Number of water reliability projects implemented |
| Increase in dry year water supply in acre-feet |
| Number of acres/people with improved water reliability |
| 1e - Expand water conservation efforts |
| Number of acre-feet of water conserved |
| Number of water conservation projects implemented |
| **2 - Expand Stakeholder Education** |
| 2a - Determine most desirable form of organization and achieve buy-in from RWMG member agencies |
| Completion of internal report on available organizational options |
| Completion of member vote on most desirable form of organization |
| 2b - Identify sources for ongoing operational funding for the independent local organization |
| Report to IRWMG summarizing funding options for the independent local organization |
| 2c - Seek special legislation as required to create the chosen special district |
| Identify local Assemblyman |
| Complete Special Legislation bill |
| Assemblyman introduces special legislation in the Assembly |
| **3 - Assure groundwater quality meets drinking and irrigation water quality standards** |
| 3a, 9a - Community education on water issues |
| Number of new programs |
| Number of days of educational activity provided |
| New materials and dissemination |
| 3b - Native American Tribes |
| Number of meetings with Tribes |
| Number of meetings Tribe representatives attend |

| *Measurement Criteria continued* |
|---|
| **4 – Improve Flood Control and Protection** |
| 4a - Identify water quality problem areas |
| Number of water quality studies |
| Number of problem areas identified and characterized |
| 4b - Identify strategies to address chemical constituents of concern |
| Number of water quality studies |
| Number of projects implemented to improve water quality |
| 4c - Propose projects to address waters which do not meet State Public Health Goals or irrigation |
| Number of projects implemented |
| Number of projects completed that mitigate water quality violations |
| **5 – Conservation** |
| 5a, 10a - Improve flood conveyance capacity |
| Number of projects completed |
| Miles of channels improved |
| Total increase in conveyance capacity in cfs |
| 5b, 10b - Improve water storage capacity |
| Number of storage projects completed |
| Additional acre-feet of storage capacity developed |
| 5c, 10c -Adapt to changes in runoff and recharge |
| Number of years all storm water captured in county |
| Additional acre-feet of storage capacity developed |
| **6 - Create practical, enforceable policies resulting in sustainable groundwater management** |
| 6a -Reduce energy consumption |
| Number of projects approved that have energy reductions |
| Number of years that have energy reductions |
| 6b - Air resources strategies |
| Number of projects approved with air improvement components |
| Number of CARB strategies met |
| 6c - Reduce energy consumption |
| Number of projects with renewable energy components |
| Number of projects with clean energy components |
| **7 - Improve Water Quality** |
| 7a -Determine strategies to enhance sustainability in foothill and mountain water supplies |
| Number of local stakeholder meetings to discuss strategies and recommend to IRWMG |
| IRWMG adopts foothill/mountain water supply sustainability strategies |
| 7b - Develop policies to improve hard rock well sustainability and quantity |
| Number of local stakeholder meetings to discuss strategies and recommend to IRWMG |
| IRWMG adopts foothill/mountain hard rock well sustainability strategies |
| 7c - Develop sources of surface water supply |
| Number of meetings with Valley-based water rights-holders |
| Number of local stakeholder meetings to discuss strategies and recommend to IRWMG |
| IRWMG adopts foothill/mountain surface water enhancement strategies |
| 7d - Implement water conservation policies to achieve the State's 20x2020 goal |
| Number of local stakeholder meetings to discuss strategies and recommend to RWMG |
| Number of outreach meetings with foothill/ mountain water purveyors |
| IRWMG adopts foothill/mountain water conservation policies |

## *Measurement Criteria continued*

7e - Fully utilize recycled wastewater from County-maintained districts and urban areas

- Identify and contact foothill/mountain Publicly Owned Treatment Works operators
- Number of outreach meetings with identified POTW operators
- Number of potential recycled water projects identified
- Quantity of potential recycled water to be produced in identified projects

7f - Develop and implement a comprehensive groundwater monitoring program by 2020

- Number of local stakeholder meetings to discuss strategies and recommend to RWMG
- Number of potential groundwater monitor wells identified
- Percentage of identified wells committed to a monitoring program
- Number of semi-annual monitoring reports prepared

### 8 – Improve Watershed Management

8a - Promote community awareness of potential water quality issues

- Number of new programs
- Number of days of educational activity provided
- New materials and dissemination

8b - Protect Source Water areas

- Number of local stakeholder meetings to discuss strategies
- Percentage of source water identified
- Number of source water protection projects and programs identified

### 9 - Expand Stakeholder Education

9a - Manage forest density to increase surface runoff

- Area of forest thinned
- Estimated volume of increased runoff

9b - Manage vegetation to reduce fire risk and attempt to keep fires within their natural range of variability

- Number of projects completed
- Area of land managed to reduce unnaturally large fires
- Number of acres of fuel breaks

9c -Reduce erosion and sedimentation

- Amount of development that is relocated away from sensitive areas
- Acreage of protected lands
- Number of properly employed sediment/erosion BMPs
- Number of studies evaluating land use and erosion/sedimentation

9d - Promote natural water storage through meadow, stream, wetlands and floodplain restoration

- Number of meadows, wetlands, streams or floodplains restored
- Number of acres/miles of areas restored.
- Water temperatures pre-and post restoration
- Groundwater level change
- Number of special status species' habitat improved in restored areas
- Number of acre-feet stored or delayed in runoff

9e - Adapt to change in amount, intensity, timing, quality, and availability of runoff and recharge

- Number of acre-feet stored or delayed in runoff
- Groundwater level change

### 10 - Climate Change

10a - Plan addresses potential impacts of future climate change

- Increased flood flows
- Increase in storage facilities to off-set longer dry cycles

10b - Long term reduction of greenhouse gases

- Reduction in gas producing energy use
- Supports efforts to develop alternative energy sources

10c -Promote public education about impacts of climate change

- Relationship of climate change to water resources
- Provides protection to the pristine natural resources from climate change impacts

# SECTION 8 - LOCAL LAND USE AND WATER PLANNING

This Section supplements Chapter 13 of the 2014 IRWMP previously prepared by the Madera RWMG to incorporate any required additions for Prop 1.

## *8.1 - Madera Regional Water Management Group*

The Madera RWMG has been actively involved in bringing together area-wide water resource officials from water districts, Cities, and County government since 2008 when the Region's initial Integrated Regional Water Management Plan (IRWMP) was approved. The Madera RWMG has actively been coordinating with local community leaders and non-profit organizations to involve disadvantaged communities as part of the IRWMP. The Program is designed to encourage integrated regional strategies for management of water resources by providing funding for projects and programs that support integrated water management.

The group has been bringing stakeholders and water administrators together through monthly meetings. The meeting locations rotate through three locations in the county to accommodate easier community access. The group also sponsors workshops and other events to educate and inform the public.

## *8.2 - Local Land Use Planning Documents*

Local land use planning documents from the City of Madera, Madera County Local Agency Formation Commission, and Federal Agencies provided insight into the goals and specific needs. During the Prop 1 update, the following plans were reviewed, Madera County General Plan, Ahwahnee Area Plan, Coarsegold Area Plan, Gateway Village (Riverstone) Area Plan, Madera State Center Community College Specific Plan, and Rio Mesa Area Plan were reviewed. These documents are summarized in the following Table 8-1.

## *8.3 - Local Water Plans*

In 2014, the Madera IRWM Plan that was prepared by Provost and Prichard identified local water plans. These plans are summarized in Table 8-2 with addition of Madera County's 2017 Stormwater Resource Plan.

## *8.4 - Stormwater Resource Plan*

The Madera County Storm Water Resource Plan (SWRP) is a first of its kind watershed-based storm water plan that establishes an integrated and coordinated storm water runoff management strategy for the County. Development of the Madera County SWRP was funded through a Proposition 1 planning grant and is being led by the County of Madera in coordination with a Technical Advisory Committee, Stakeholder Group, and community members. The MSWRP is attached in Appendix B.

## 8.5 - Chowchilla Subbasin

The Chowchilla Subbasin exists within the larger San Joaquin Valley Groundwater basin. The County of Madera is the exclusive GSA for the portion of the Chowchilla Subbasin in the unincorporated area of the County, and not otherwise covered by another public agency. Other GSAs in the Chowchilla Basin include Chowchilla Water District, Triangle T Water District and Merced County. This Chowchilla Subbasin GSA group will have one Groundwater Sustainability Plan (GSP) to address the severe overdraft conditions that exist in the basin. The plan will go into effect in 2020 with the goal of sustainability by 2040.

## 8.6 - Madera Subbasin

The Madera Subbasin exists within the larger San Joaquin Valley Groundwater basin. The County of Madera is the exclusive GSA for the portion of the Madera Subbasin in the unincorporated area of the County, and not otherwise covered by another public agency. An Advisory Committee advises the Madera County GSA for the Madera Subbasin. There are multiple GSAs within the Madera Subbasin, including the Madera County GSA, City of Madera GSA, Madera Irrigation District, Root Creek Water District, Madera Water District, Gravelly Ford Water District, and New Stone Water District. There are four GSPs being prepared in the Madera Subbasin by Gravelly Ford Water District GSA, New Stone Water District GSA, Root Creek Water District GSA and the Madera GSA, these four are negotiating a coordination-agreement to cover the Madera Subbasin.

## 8.7 - Delta-Mendota Subbasin

The Delta Mendota Subbasin Coordination Committee oversees the governance of six (6) individual regions totaling approximately 747,000 acres, consisting of 24 individual GSAs, that are developing GSPs:

- North and Central Delta-Mendota Region GSP (315,927 acres)
- San Joaquin River Exchange Contractors Water Authority (SJRECWA) GSP (289, 912 acres)
- Grassland GSP (104,417 acres)
- Farmers Water District (WD) GSP (2,214 acres)
- Fresno County GSP (24,354 acres)
- Aliso WD GSP (26,636 acres)

The overall governance structure of the Coordination Committee is shown in Figure 8-1.

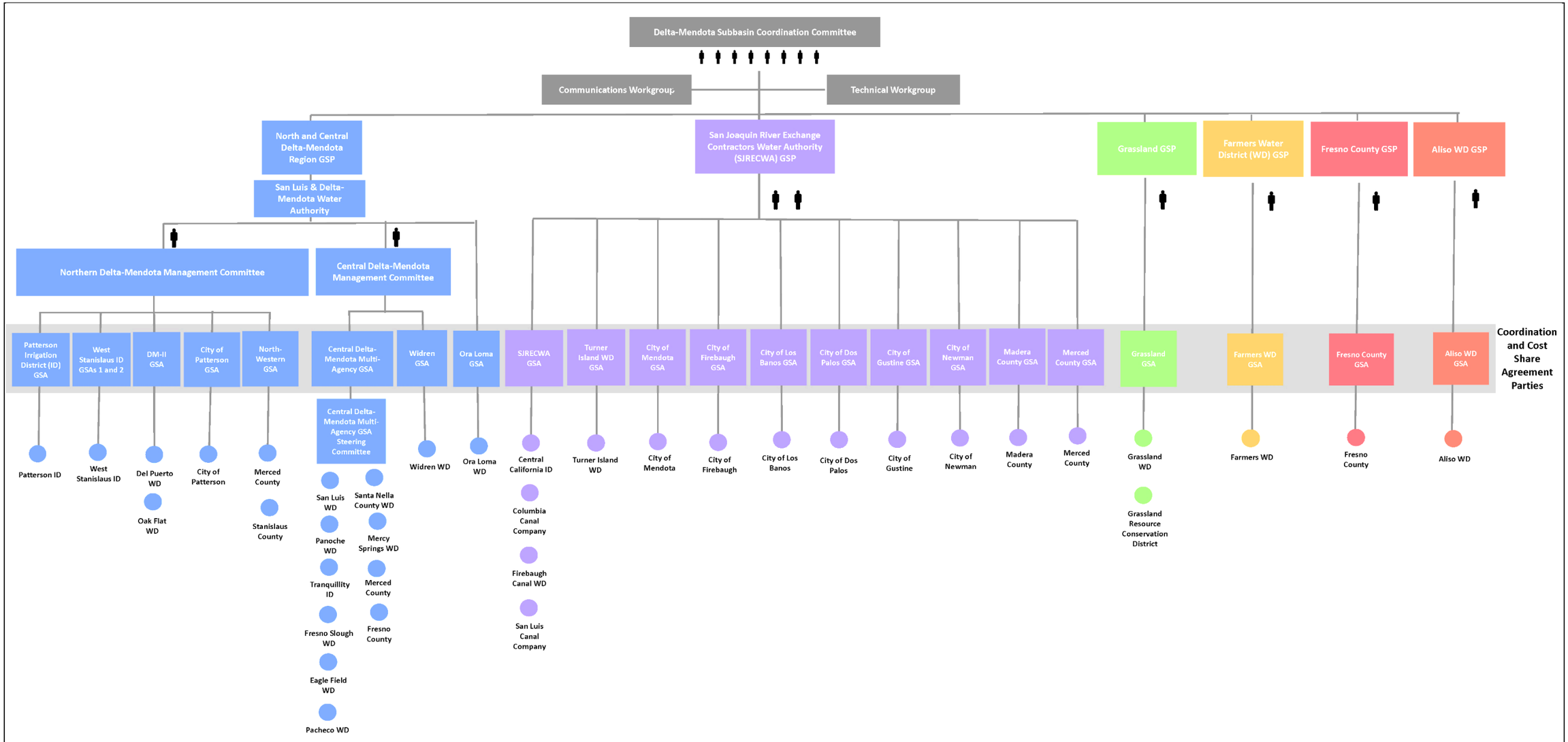



Figure 8-1
Delta-Mendota Subbasin SGMA Governance Structure

## Table 8-1 –Land Use Planning Documents

| Agencies/Organizations and Type of Plan | Reduce Water Use / Demand | | Improve Operation Efficiency and Transfers | | | | Increase Water Supply | | | | | | Improve Water Quality | | | | | | Practice Resources Stewardship | | | | | | | | Improve Flood Management | Other |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Ag Water Use Efficiency | Urban Water use Efficiency | Conveyance - Delta | Conveyance - Regional & Local | System Recperation | Water Transfers | Conjunctive Management & Groundwater | Desalination | Precipitation Enhancement | Recycled Municipal Water | Surface Storage - CALFED | Surface Storage - Regional & Local | Drinking Water Treatment & Distribution | Ground Water & Aquifer & Remediation | Matching Water Quality to Use | Pollution Prevention | Salt & Salinity Management | Urban Runoff Management | Ag Lands Stewardship | Economic Incentives (Loans, Grants, & Water Pricing) | Ecosystem Restoration | Forest Management | Land Use Planning & Management | Recharge Areas Protection | Water-dependent Recreation | Watershed Management | Flood Risk Management | Other Strategies |
| **LAND USE PLANNING DOCUMENTS** | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Madera County** | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Ahwahnee Area Plan | | x | | | | | | | | x | | | | | | | | x | | | | | | | | | | |
| Coarsegold Area Plan | | x | | | | | | | | x | | | | | | | | x | | | | | x | | | | | |
| Gateway Village Area Plan | x | x | | x | | x | | | | | | | | x | | x | | x | | | | | x | | | | | |
| Gunner Ranch Area Plan | | x | | | | | | | | x | | | | | | | | x | | | | | | | | | | |
| Madera County General Plan | | x | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Madera State Center Community College Specific Plan | | x | | | | | | | | | | | | | | | | x | | | | | | | | | | |
| North Fork/South Fork Community Center Area Plan | | | | | | | | | | | | | | | | | | | | | | | x | | | | | |
| Oakhurst Area Plan | | x | | | | | | | | | | | | | | | | x | x | | | | x | | | | | |
| Raymond Area Plan | | x | | | | | | | | | | | | | | | | | x | | | | x | | | | | |
| Rio Mesa Area Plan | | x | | | | | | | | x | | | | | | | | x | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Madera County Local Agency Formation Commission** | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Draft MSR for CSA #1 and CSA #21 | No specific policies in the doc that apply. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Greater Rio Mesa Area MSR | No specific policies in the doc that apply. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Madera Ranchos MSR | No specific policies in the doc that apply. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Oakhurst MSR | No specific policies in the doc that apply. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| MSR for EIGHT PUBLIC WATER DISTRICTS in MADERA COUNTY | | | x | | | | | | | | | x | | | | | | | | | | | | | | | | |
| **State of California** | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NA | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Federal** | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Sierra National Forest - Forrest Land and Resource Management Plan, 1991 | No specific policies in the doc that apply. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Badger Pass Ski Lodge Rehabilitation - FONSI | | x | | | | | | | | | | | | | | | | x | | | | | | | | | | |
| Ansel Adams, John Muir, and Dinkey Lakes Wilderness | | | | | | | | | | | | | | | | | | | | | | x | | | | | | |

## Table 8-2 – Local Water Plans

| | Reduce Water Use / Demand | | Improve Operation Efficiency and Transfers | | | | Increase Water Supply | | | | | | | | Improve Water Quality | | | | | | Practice Resources Stewardship | | | | | | | | Improve Flood Management | Other |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Agencies/Organizations and Type of Plan** | Ag Water Use Efficiency | Urban Water use Efficiency | Conveyance - Delta | Conveyance - Regional & Local | System Reoperation | Water Transfers | Groundwater Storage & Conjunctive Water Management | Desalination | Precipitation Enhancement | Water-use Efficiency | Stormwater Management | Water Recycling | Surface Storage - CALFED | Surface Storage - Regional & Local | Drinking Water Treatment & Distribution | Ground Water & Aquifer & Remediation | Matching Water Quality to Use | Pollution Prevention | Salt & Salinity Management | Urban Runoff Management | Ag Lands Stewardship | Economic Incentives (Loans, Grants, & Water Pricing) | Ecosystem Restoration | Forest Management | Land Use Planning & Management | Recharge Areas Protection | Water-dependent Recreation | Watershed Management | Flood Risk Management | Other Strategies |
| **WATER PLANNING DOCUMENTS** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **County of Madera / Region** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| County of Madera: General Plan | x | x | | | | x | x | | | | | | | | | x | x | x | | x | | | x | x | x | x | x | x | | x |
| County of Madera: AB 3030 Ground Water Management Plan | | x | | | | x | x | | | | | x | | x | x | x | x | x | x | x | x | | | | x | | | x | | |
| County of Madera: Storm Water Quality Management Program | | | | | | | x | | | | | | | | | | x | x | | x | | | | | | x | | x | | |
| Madera Regional Groundwater Management Plan, A partnership between: City of Chowchilla, Chowchilla Water District, City of Madera, Madera Irrigation District, South-East Madera County United | x | x | | x | | | x | | | | | | | x | x | x | | | x | x | x | x | | | x | x | | x | | |
| **City of Chowchilla (GP/EIR)** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Chowchilla: Draft 2008 Urban Water Management Plan | | x | | | | x | x | x | | x | | | | | x | | | x | x | | | | | | x | x | | x | | |
| **City of Madera** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Madera 2010 Urban Water Management Plan | | x | | | x | x | | x | | | | | | x | | | | | | | | | | | | | | x | | |
| City of Madera Storm Water Management Plan | | x | | x | | | x | | | | | | | | | | | x | | x | | | | | | | | | | x |
| **Special Districts** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Aliso Water District: Ground Water Management Plan (information not available) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Chowchilla-Red-Top-City Joint Powers Authority, AB 3030 Groundwater Management Plan (1997) | x | | | | | x | x | x | | | | | | x | x | x | | x | x | | x | | | | x | x | | x | | |
| Chowchilla Water District, Water Management Plan Five Year Update (2008 Criteria) | x | | | | | x | x | | | | | | | | | | | | | | x | x | | | x | x | | x | | |
| Gravelly Ford Water District: 2009 Water Management Plan | x | | | | | x | x | | | | | | x | | | | | | | | | | | | | x | | | x | x |
| Madera Irrigation District: (Agriculture) Water Management Plan, 5-year Update 2012 | x | | | | | x | | | | | | | | | | | | | | | | | | | | | | | | |
| Root Creek Water District: AB 3030 Groundwater Management Plan, January 2012 | x | | | | x | x | x | | | | | | | | | x | | | | | | | | | | x | | | | |
| **Madera County** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Storm Water Resource Plan 2017 | | | | | | | x | | | | | | | | | | x | x | | | | | | | | x | | x | | |
| **State of California** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| California Water Action Plan | x | x | x | | x | | x | x | | x | x | | x | x | | x | | x | x | x | | x | x | x | x | x | x | x | x | |
| **Federal** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Yosemite National Park - Wawona Water Conservation Plan | | x | | | | | x | | | | | | | | | | | | | | | x | x | | | | | | | |
| Madera Irrigation District: (Agriculture) Water Management Plan, 5-year Update 2012 | x | | | | | x | | | | | | | | | | | | | | | | | | | | | | | | |
| Root Creek Water District: AB 3030 Groundwater Management Plan, January 2012 | x | | | | x | x | x | | | | | | | | | | x | | | | | | | | | | x | | | |
| **State of California** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| California Water Action Plan | x | x | x | | x | | x | x | | | | | x | | | | | | | | | x | x | x | x | | | x | x | |
| **Federal** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Yosemite National Park - Wawona Water Conservation Plan | | x | | | | | x | | | | | | | | | | | | | | | x | x | | | | | | | |

# SECTION 9 - CLIMATE CHANGE

This Section supplements Chapter 16 of the 2014 IRWMP previously prepared by the Madera RWMG to incorporate any required additions for Prop 1.

California faces the prospect of significant water management challenges related to climate change and is already experiencing a wide array of effects. Impacts that are currently occurring and that are projected to continue include increased temperatures, sea level rise, a reduced winter snowpack, and altered precipitation patterns, including more frequent and intense storm events (CNRA, 2012). The previous measures and conclusions in Chapter 16 of the 2014 IRWMP for this region should also be reviewed on this topic for additional background information (Appendix D).

While it is clear that actions must be taken to reduce greenhouse gas (GHG) emissions to mitigate impacts on global climate, adaptation to already-occurring impacts is also crucial to continue to effectively manage the State's water resources. Water resource managers and customers can play key roles in improving water and energy efficiency, reducing GHG emissions, and improving stewardship of the State's natural resources (DWR, 2008)

The State Water Project Delivery Final Delivery Reliability Report 2011 (DWR 2012b) (the most recent version available at the time of this IRWM Plan) projects a temperature increase of 1.3° to 4.0 °F by mid-century and 2.7° to 8.1° F by the end of the 21st century, and that increased temperatures will lead to less snowfall at lower elevations and decreased snowpack. By midcentury it is predicted that Sierra Nevada snowpack will reduce by 25 percent to 40 percent of historical average. Decreased snowpack is projected to be greater in the northern Sierra Nevada, closer to the origin of SWP water, than in the southern Sierra Nevada. Furthermore, an increase in "rain on snow" events may lead to earlier runoff. Given these changes, water shortages worse than the 1977 drought could occur one out of every six to eight years by the middle of the 21st century and one out of every two to four years by the end of 21st century. Increased demand combined with declining flows will likely lead to decreased carryover storage from year to year.

These changes have the potential to impact water demand, water supply, flood management, water quality, aquatic ecosystems, sea level rise, and hydroelectric resources. In some areas of the U.S., including California, the impacts of climate change on water resources are already being detected and encountered with other climate change events having little to no impact on the region despite being evident in other parts of the State, such as sea level rise. It is expected that more prominent impacts will be seen within the next 20 to 50 years.

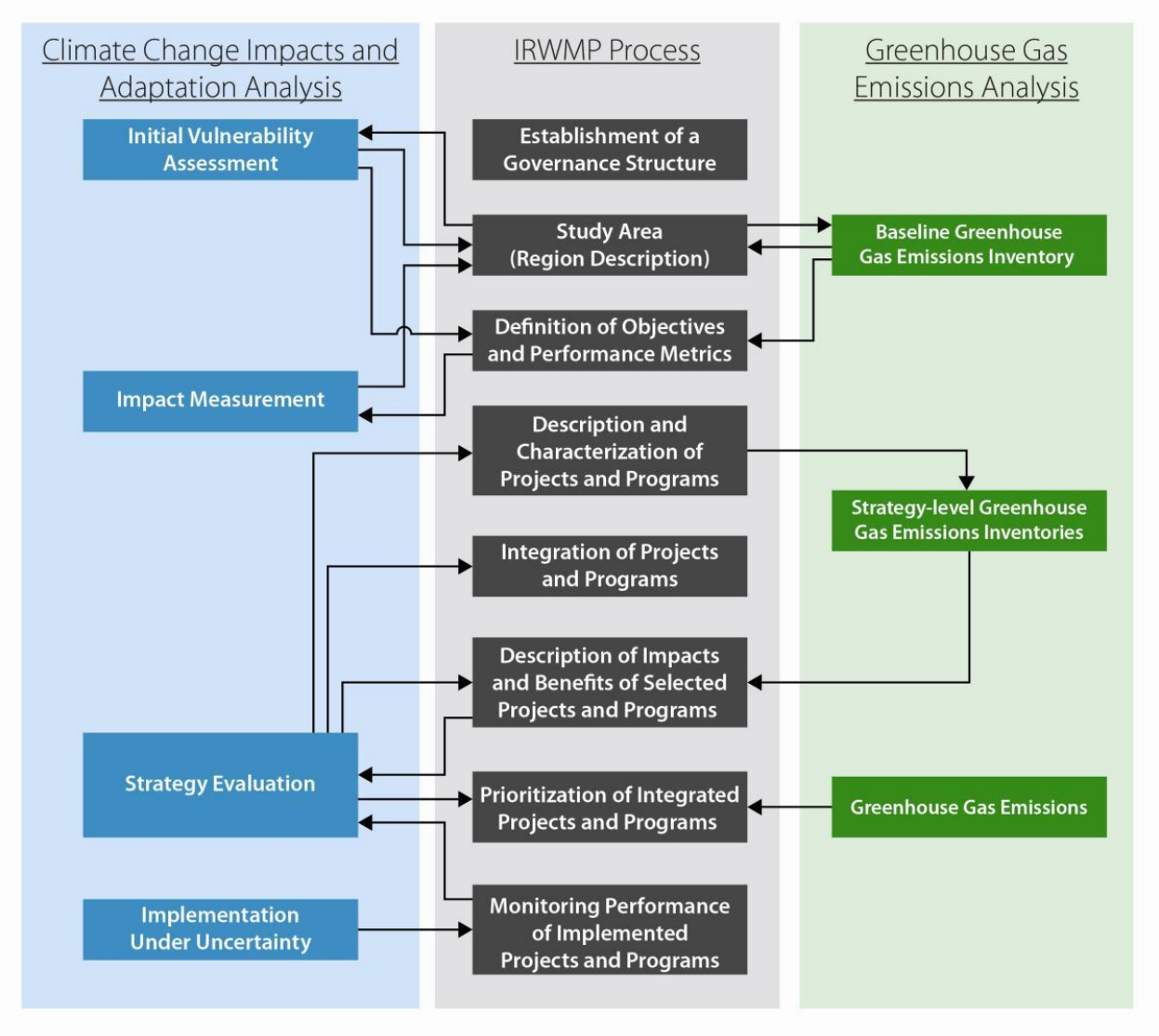
## *9.1 - Assess Vulnerability*

Identifying the region-specific water resources that are potentially vulnerable to climate change in a way that is both significant for the stakeholders involved and quantifiable is essential in being proactive regarding the effects of climate change. The interrelationship of the Madera IRWMP process and climate change is shown in Table 9-1. This flow chart

expresses how projects and programs under Madera IRWMP can benefit the region and reduce emissions of greenhouse gases and the effects of climate change.

- **Characterizing a Region:** This step is part of any regional planning framework and involves identifying key water-related resources in the region and related infrastructure.
- **Identifying Qualitative Water-Related Climate Change Impacts:** Conduct a literature review of anticipated climate change impacts specific to the region and resources identified.
- **Identifying Key Indicators of Potential Vulnerability:** Identify simple, "back of the envelope" metrics for qualitatively assessing vulnerability to climate change for key water resources; and
- **Prioritizing Vulnerable Water Resources**: Based on qualitative metrics, prioritize the resources that are more likely to be vulnerable to climate change effects and have a significant impact on water management in the region.
- **Water infrastructure may be inadequate under greater climate variability.** Water storage infrastructure was designed for historic flow regime and development levels, and may not accommodate increased winter peak flows, or have adequate carryover storage for drought periods. The conveyance system was designed for a certain demand, and inadequate peaking capacity may exist during times of extraordinary heat (for irrigation demand). Conflicts over storage may increase among agricultural, domestic, hydropower, flood control, and environmental needs.
- **Decreased overall supply would likely result in a higher concentration of pollutants.** Increased concentrations of pollutants may occur from increased groundwater pumping for agriculture and/or municipalities. Local pollution from landfills may impact neighboring surface and/or groundwater quality, especially when combined with other agricultural pollutants such as nitrate and various pesticides. Pollutants may be concentrated in surface water from a combination of lower flows and return flows from irrigation. Salinity concentrations may also begin to pose increasing threats to arable land in the face of a changing climate, irrigation practices, or water supply regime.
- **Fire risk** is projected to rise significantly at higher elevations. The Cal-Adapt website facilitates projections for fire risk based on climate modeling under high and low GHG emission scenarios for specific areas in California.
- **Flooding may have the greatest effects on disadvantaged/under-represented communities.** The elderly and the young, and populations that lack resources or knowledge due to language or economic status are potentially the most vulnerable to the effects of flooding; adaptation strategies may require coordination with public health officials.

Table 9-1 - Relationship between IRWMP Process and Climate Change Analyses




### *9.1.1 - VULNERABILITY CONCLUSIONS*

Based on the analysis from the 2014 IRWMP (Chapter 16.4), the following vulnerabilities were identified for the Madera Region. The listed vulnerabilities were reviewed during the preparation of this document and determined to still be valid. These vulnerabilities are listed in their order of importance:

**1. Backup Water Supplies.** The region has a reliable water supply, largely because groundwater has been a dependable backup supply during droughts and the dry season. However, groundwater levels are declining and groundwater demands may increase if climate change reduces precipitation and water yield, or causes earlier spring runoff that cannot be stored. If groundwater levels decline too much then the groundwater will become a less reliable supply, cause subsidence, increase energy demand and groundwater quality

may decline. This vulnerability can be measured by several metrics, including groundwater overdraft, groundwater level decline, groundwater remaining in storage, and changes in well yields.

**2. Inadequate Water Storage.** Storage facilities in the Madera Region include several surface reservoirs and subsurface groundwater storage. These facilities have been successful in helping the region regulate seasonal and year-to-year surface water flows; however, there is still demand for more storage. The current facilities may be inadequate if warming reduces annual seasonal water storage in the form of snow. Obtaining permits to construct new large dams is extremely difficult and time intensive, and, therefore, storage would have to be developed by raising existing dams, and constructing groundwater banks and off-channel reservoirs, each of which still require environmental analysis and impact mitigation. This vulnerability can be measured by the volume of new storage developed in acre-feet, and the need can be assessed by measuring the quantity of carryover water remaining in storage year to year, or quantity of carry-over water and floodwater lost to the Region.

**3. Climate Sensitive Crops.** Warmer average temperatures could reduce losses from winter freezes to some crops such as citrus, but other crops such as stone fruit , pistachios and almonds depend on a required number of hours below a certain temperature each winter (known as "chilling hours") to kill pests or ensure an effective dormancy. Higher temperatures could result in lower yields for these crops. No adaptation measures are available for this impact, other than changing crop types, which is expensive and very slow if permanent plantings are impacted. This vulnerability can be measured with the number of chilling hours below freezing, and impacts to crop productivity each year.

**4. Flooding.** Flooding can be a problem in areas of the Valley portion of Madera County lying along the San Joaquin River. Increases in high flows could create future problems since it is unlikely that large new flood control dams can be constructed. Therefore, proper floodplain zoning and limiting high-value development on floodplains is crucial to preventing future problems. Increasing flood channel capacity and constructing additional storage facilities is also important. This vulnerability can be measured by the number of essential structures constructed in the 200-year floodplain.

These vulnerabilities will be re-evaluated at least every five years to reflect changes in local cropping, water demands, water supplies, new facilities, and climate change projections.

## *9.2 - Measure Regional Impacts*

To the extent appropriate, it is important to quantify climate change impacts to a region's most vulnerable water resources. This step can be highly analytical or qualitative, depending on the system, estimated level of vulnerability, operational complexity, and resources available for the analysis. Climate model variables and relative reliability are shown in Table 9-2.

Table 9-2 Climate Model Variables and Relative Reliability for Water Resources Analysis

| Water Management Issue | Climate Model Variables | Relative Reliability of Climate Model Output |
|---|---|---|
| **Water Supply** | | |
| Long-term supplies - mean annual basin yield | Annual average temperature and precipitation | - High on temperature<br>- Precipitation depends on geographic scale, higher at sub- continental scale<br>- Regional climate model precipitation projections are more reliable than GCM projections |
| Long-term demand | Warm-season temperature and precipitation | Same as above |
| Shift in seasonality of runoff in snowmelt-dominated areas | Monthly temperature | Medium-High |
| Shift in seasonality of runoff in non- snowmelt-dominated areas | Seasonal precipitation | Medium-Low |
| Long-term supplies - variability in yield | Monthly temperature and precipitation | Medium-Low |
| **Flooding** | | |
| Seasonal floods | Winter and spring precipitation | Medium-Low |
| Major storms/cyclones | Frontal systems; cyclone information and track | Low |
| Flash floods | Hourly precipitation in small geographic areas | Very Low |
| **Water Quality** | | |
| Biological oxygen demand | Annual, seasonal, monthly air temperature (to estimate water temperature) | Medium-High |
| Dissolved oxygen | Annual, seasonal, monthly air temperature (to estimate water temperature) | Medium-High |
| Flow reduction | Annual, seasonal, monthly temperature, precipitation | Medium-High |
| Saline intrusion of groundwater | Sea level rise; annual temperature and precipitation | Low |
| Algal bloom | Annual, seasonal, monthly temperature | Medium-Low |
| Turbidity | Daily, hourly precipitation intensity | Low |
| Cryptosporidium | Daily, hourly precipitation intensity | Low |

## *9.3 - Evaluate Strategies*

The comparison and ranking of existing and potential resource management strategies based on their effectiveness in mitigating and adapting to climate change impacts is another important step in addressing the impacts of climate change. New potential projects or programs may also be identified during this step of the process. Evaluating strategies for climate change adaptive capacity provides a comprehensive evaluation of

individual strategies or projects, as well as integrated project portfolios. This process will allow decision-makers to make well-informed management decisions and prevents the repetition of previously failed projects. These strategies are shown in Table 9-3.

**Table-9-3 – Resource Management Strategies to Climate Change Adaptation**

| Resource Management Strategies | Climate Change Adaptation | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | Habitat Protection | Flood Control | Water Supply Reliability | Additional Water Supply | Water Demand Reduction | Sea Level Rise | Water Quality Protection | Hydropower |
| **Reduce Water Demand** | | | | | | | | |
| Agricultural Use Efficiency | | | X | | X | | X | |
| Urban Water Use Efficiency | | | X | | X | | X | |
| **Improve Operational Efficiency and Transfers** | | | | | | | | |
| Conveyance – Delta | X | X | X | X | | X | X | |
| Conveyance – Regional/local | X | X | X | X | | | X | |
| System Reoperation | | X | X | X | | | | X |
| Water Transfers | | | X | X | | | | |
| **Increase Water Supply** | | | | | | | | |
| Conjunctive Management and Groundwater Storage | | X | X | X | | | X | |
| Desalination | | | X | X | | | | |
| Precipitation Enhancement | | | | X | | | | X |
| Recycled Municipal Water | | | X | X | | | | |
| Surface Storage – CALFED | X | X | X | X | | | X | X |
| Surface Storage – Regional/local | X | X | X | X | | | X | X |
| **Improve Water Quality** | | | | | | | | |
| Drinking Water Treatment and Distribution | | | X | X | | | X | |
| Groundwater Remediation/Aquifer Remediation | | | X | X | | | | |
| Matching Quality to Use | | | X | X | | | X | |
| Pollution Prevention | X | | X | | | | X | |
| Salt and Salinity Management | X | | X | X | | | X | |
| Urban Runoff Management | X | X | | | | | X | |
| **Practice Resource Stewardship** | | | | | | | | |
| Agricultural Lands Stewardship | X | X | | | X | | X | |
| Economic Incentives (Loans, Grants and Water Pricing) | X | X | X | X | X | X | X | X |
| Ecosystem Restoration | X | X | X | | | X | X | |
| Forest Management | X | X | X | | | | X | |
| Land Use Planning and Management | X | X | | | | X | X | |
| Recharge Area Protection | | X | X | X | | | X | |
| Water-dependent Recreation | X | X | X | | | | X | |
| Watershed Management | X | X | X | X | | X | X | X |
| **Improve Flood Management** | | | | | | | | |
| Flood Risk Management | X | X | | | | X | X | X |
| **Other Strategies** | | | | | | | | |
| Crop Idling for Water Transfers | | | X | X | X | | | |
| Dewvaporation or Atmospheric Pressure Desalination | | | | X | | | | |
| Fog Collection | | | | X | | | | |
| Irrigated Land Retirement | | | X | | X | | | |
| Rainfed Agriculture | | | | | X | | | |
| Waterbag Transport/Storage Technology | X | | X | X | | X | X | |

## 9.4 - Agricultural Practices and Reduction of Greenhouse Gases

The agricultural lands stewardship strategy includes measures that promote the continued use of agricultural lands and protect natural resources through the maintenance of agricultural lands. Erosion control measures are an example of agricultural land stewardship practices that support the viability of croplands while offering water resource benefits. This strategy contributes to the protection of open space and the traditional characteristics of rural communities. Further, it helps landowners maintain their farms and ranches rather than being forced to sell their land because of pressure from urban development.

Agriculture is a large component of the Madera County economy, contributing $2,017,446,000 in 2015 (Madera County Farm Bureau , 2016). The majority of these farms are owned by families, so there is a high potential for collaboration between stakeholders. There are many strategies that can be implemented to reduce greenhouse gas emissions that have been implemented across the state. The following Table 9-4 provides examples that sequester carbon and reduce emissions and the reduction of greenhouse gases.

**Table-9-4 – Agricultural Practices that Sequester Carbon and or Reduce Emissions of Other Greenhouse Gases**

| Key Agricultural Practices | Typical Definition and Some Examples | Effect on Greenhouse Gases |
|---|---|---|
| Conservation or riparian buffers | Grasses or trees planted along streams and croplands to prevent soil erosion and nutrient runoff into waterways. | Increases carbon storage through sequestration. |
| Conservation tillage on croplands | Typically defined as any tillage and planting system in which 30% or more of the crop residue remains on the soil after planting. This disturbs the soil less, and therefore allows soil carbon to accumulate. There are different kinds of conservation tillage systems, including no till, ridge till, minimum till, and mulch till. | Increases carbon storage through enhanced soil sequestration may reduce energy-related $CO_2$ emissions from farm equipment and could affect $N_2O$ positively or negatively. |
| Grazing land management | Modification to grazing practices that produce beef and dairy products that lead to net greenhouse gas reductions (e.g., rotational grazing). | Increases carbon storage through enhanced soil sequestration, may affect emissions of $CH_4$ and $N_2O$. |
| Biofuel substitution | Displacement of fossil fuels with biomass (e.g., agricultural and forestry wastes, or crops and trees grown for biomass purposes) in energy production, or in the production of energy-intensive products like steel. | Substitutes carbon for fossil fuel and energy-intensive products. Burning and growing of biomass can also affect soil $N_2O$ emissions. |

## 9.5 - Forestry Practices

California's major water development projects rely on water produced in forested watersheds. Almost all forest management activities can affect water quantity and quality. This strategy focuses on those forest management activities that are designed to improve the

availability and quality of water for downstream users, on both publicly and privately-owned forest lands. Examples of forest management activities include vegetation and fuels management to enhance soil moisture, groundwater recharge and streamflow.

The following Table 9-5 provides examples of forestry practices that can sequester carbon and the effects on greenhouse gases.

**Table 9-5 - Forestry Practices that Sequester Preserve Carbon**

| Key Forestry Practices | Typical Definition and Some Examples | Effect on Greenhouse Gases |
|---|---|---|
| Afforestation | Tree planting on lands previously not in forestry (e.g., conversion of marginal cropland to trees). | Increases carbon storage through sequestration. |
| Reforestation | Tree planting on lands that in the more recent past were in forestry, excluding the planting of trees immediately after harvest (e.g., restoring trees on severely burned lands that will demonstrably not regenerate without intervention). | Increases carbon storage through sequestration. |
| Forest preservation or avoided deforestation | Protection of forests that are threatened by logging or clearing. | Avoids $CO_2$ emissions via conservation of existing carbon stocks. |
| Forest management | Modification to forestry practices that produce wood products to enhance sequestration over time (e.g., lengthening the harvest-regeneration cycle, adopting low-impact logging). | Increases carbon storage by sequestration and may also avoid $CO_2$ emissions by altering management. May generate some $N_2O$ emissions due to fertilization practices. |

## *9.6 - Implement Under Uncertainty*

Incorporate regional management strategies into a broader planning context that considers the uncertainties associated with climate change. This can be done in many ways, for example using approaches based on adaptive management, robust decision making, and other decision-support methods. Uncertainty influences every step of a planning process involving climate change, including methods for climate change impact measurement, project selection, implementation, and performance monitoring.

Uncertainty should be a key consideration of most IRWMP activities, from defining and prioritizing objectives to evaluating projects and project portfolios. There are several strategies for planning under uncertainty, and many are not mutually exclusive.

- **Robust Decision Making:** This method involves using performance metric evaluations to identify tradeoffs associated with the various project options and objectives. With the tradeoff information, hedges can be developed from which realistic portfolios can be identified. Iterations are often involved in which portfolios are reevaluated collectively, fine-tuned, and evaluated again (Water Utility Climate Alliance (WUCA), 2010).

- **Adaptive Management:** This method consists of identifying and monitoring the most important uncertainties and translating them into risk triggers or early warning indicators. The values of the variables that constitute early warning indicators can be established deterministically (e.g., a threshold) or probabilistically (e.g., frequency by which a level is exceeded). Adaptive management constructs a flexible path with actions to take when specific triggers occur. This approach is gaining more popularity because the future cannot be accurately predicted (MWD 2010, CDM 2007, DWR 2010a).
- **Other Approaches:** There are many methods for incorporating large uncertainty into the planning process, some of which are variants of RDM and adaptive management. Traditional scenario planning and decision-scaling are among the other methods discussed.

# SECTION 10 - STAKEHOLDER INVOLVEMENT

## *10.1 - Purpose and Overview*

This plan serves as a future guide for the public communication and outreach activities of the Madera RWMG.

The goals of stakeholder involvement are to: 1) ensure that interested parties (e.g., members of the public, non-government organizations, and public agencies), and community residents are well-informed of the deliberations and activities of the Madera RWMG and the development of the IRWMP, and 2) encourage participation in the Madera RWMG and IRWMP process from interested parties and residents.

Elements of this overview include objectives and principles, audiences and partners, and key messages and outreach strategies to follow. A brief final element is an evaluation of plan implementation.

The "Community Capacity Assessment Report," which will provide an in-depth overview of DAC and tribal outreach efforts, is being prepared by Sierra Institute in conjunction with Sierra Water Workgroup. This section will be updated after receipt of this document and attached in Appendix C.

## *10.2 - Objectives and Principles*

### *10.2.1 - OBJECTIVES OF THE MADERA RWMG COMMUNICATION/OUTREACH PLAN:*

- Ensure that interested parties and residents are aware of the work, schedule, progress, and deliberations of the Madera RWMG;
- Ensure that interested parties and residents have opportunities to provide input to the Madera RWMG's deliberations;
- Support and engage disadvantaged communities and tribes; two of the highest priority stakeholders in the Region
- Build the Madera RWMG's network, solicit greater feedback and participation in project development and implementation process
- Communicate successes and goals to stakeholders, the general public, and funders
- Showcase the beauty and diversity of the region

### *10.2.2 - PRINCIPLES*

- The Madera RWMG will proactively develop and nurture relationships with new and existing partners by conducting outreach and education activities (see Strategies in Section V).
- The Madera RWMG will partner with interested parties to leverage existing networks and outreach efforts, in an effort to stretch resources.

- The Madera RWMG will make information and materials (e.g. meeting agendas, materials, requests for proposals, other action items) available to stakeholders and the general public on a timely basis to provide ample time to consider information and, as appropriate, provide input and participate.
- The Madera RWMG strives to include participation from the region's many diverse geographic and interest-based audiences and may apply different communication strategies to target different groups.
- The Madera RWMG plans to keep pace with the rapid evolution of information distribution, particularly through online outlets.

### *10.2.3 - AUDIENCES AND PARTNERS*

Water resource issues affect the entire population in a region. Some of the many diverse geographic and interest-based audiences in the region include:

- Disadvantaged communities;
- Landowners;
- Farmers and growers;
- Environmental groups;
- Recreational users;
- California Native American Tribes;
- Developers;
- Community organizations;
- Public agencies;
- Elected officials.

The Madera RWMG has developed lists of specific groups, organizations, and agencies to participate in our integrative regional management process and continues to seek ways to expand the collaborative network and detailed in Appendix D.

To date, the Madera RWMG's outreach and communication strategies have been successful in building a core of partners and participants. These partnerships are critical to maximizing the efficiency and effectiveness of ongoing communication and outreach efforts aimed at expanding the group's network of participants. Additional partners may be solicited as activities are developed.

### *10.2.4 - KEY MESSAGES*

The Madera RWMG will widely distribute the following, but not limited to, key messages across many communication outlets and to broad audiences:

- The Madera Region hydrological subbasins are an important source of clean water for San Joaquin Valley's communities, agriculture, and environment. The region supplies water for abundant recreational opportunities, scenic beauty, irrigation for hundreds of thousands of the nation's riches farmlands, habitat

for plants and animals, drinking water, and groundwater replenishment.

- The Madera IRWMP and the Madera RWMG represent a unique opportunity to protect and conserve this unique region's resources with science-based, integrated regional water management;
- The Madera RWMG utilizes a consensus-based process to address regionally significant issues;
- By collaborating as a group, we can develop solutions to issues and challenges that protect and improve the region as a whole. Working together, the group can achieve more than the sum of contributions from its individual participants;
- The group seeks solutions through project planning and development, attracting grant funds, and implementing projects that contribute to the region's sustainability. The group aims to increase the region's capacity to respond positively to social, economic, and environmental challenges, and ultimately, reduce and prevent the need for reactive problem-solving.

### *10.2.5 - COMMUNICATION AND OUTREACH STRATEGIES*

This section identifies communication and outreach strategies that are utilized by the Madera RWMG to enhance communication and collaboration and broaden involvement of all community stakeholders:

- **Madera RWMG website** (www.maderacountywater.com/regional-water-management-group/): A clearinghouse for all information and materials associated with Madera RWMG meetings, information, education, and any other communication and outreach efforts/needs.
- **Email correspondence:** Develop and maintain an email distribution list for all interested parties; this comprehensive list would also have a segmented list of only those parties who have expressed interest in partnering.
- **Press relations:** Proactively develop and regularly utilize relationships with key press and media outlets for the purpose of sharing news and information.
- **Outreach materials:** Develop a standardized series of general promotional and outreach materials, as well as activity-specific and topic-specific materials as needed.
- **Networking:** Madera RWMG members will periodically (e.g., twice a year) brief the geographic or interest-based groups that they serve on, participate in, or recommend, as applicable.
- **Communication to elected officials:** Madera RWMG Coordinator and members conduct an annual round of briefings for elected officials and agency executive officers.
- **Events:** The Madera RWMG hosts public workshops or other public events to support the kickoff of the planning process and the rollout of key deliverables.
- **Social media:** Distribute news and information via Facebook, Twitter, and/or LinkedIn

### 10.2.6 - EVALUATION

As part of its normal business, the Madera RWMG will evaluate the effectiveness of its communication and outreach efforts on an annual basis and revise this plan accordingly.

Evaluation Keys:

- Check the progress being made toward objectives; and identify and address obstacles to achievement of the objectives;
- Evaluation must be based on measurable progress towards objectives or tasks that have been identified.

Potential Metrics:

- Number of stakeholders on the email list;
- Website traffic
- Feedback from the process;
- Meeting participation;
- Media interactions: number of stories and articles published in various media outlets;
- Number of collaborative inter-regional projects.

## 10.3 - Native American Tribes Coordination

### 10.3.1 - CALIFORNIA WATER PLAN TRIBAL ADVISORY COMMITTEE

In November 2011, the DWR extended invitations to Native American Tribes and non-profit organizations serving Native American Tribes to participate in the first ever California Water Plan Tribal Advisory Committee (Tribal AC). The goal of establishing a Tribal AC is to create a forum where Native American Tribes and non-profit organizations serving Native American Tribes can review, comment on, and help to develop the material in the California Water Plan Update 2013 and ensure that these materials include Tribal perspectives on land, water, and culture. This includes implementing and developing strategies to address issues identified at the 2009 Tribal Water Summit; the Water Plan's Strategic Plan, Resource Management Strategies, and Regional Reports; and Tribal water planning concerns in general. The Tribal AC will advise DWR on these matters directly. The Water Plan will also create opportunities for direct discussion between the Tribal AC and the Water Plan State Agency Steering Committee, chaired by DWR.

The Tribal AC consists of members identified by Native American Tribes and CA Native American non-profit organizations to serve as liaisons between the California Water Plan Update 2013 (CWP 2013) and their respective Tribes and/organizations. Additionally, the Tribal AC has 1-3 seats on the Public Advisory Committee for the California Water Plan (Public AC). The primary role of these Tribal AC representatives on the Public AC is for information exchange. These representatives participate in Public AC meetings and are responsible for sharing Tribal AC perspectives (when developed by the Tribal AC in

advance), and identifying items of interest to bring back to the Tribal AC. They are responsible for ensuring that the Tribal AC reps on the Public AC are not responsible for documenting the entire minutes of the Public AC, but on ensuring that items that may be of particular interest to Tribal AC or Tribal peoples are flagged to the Public AC and brought to the attention of Tribal AC.

For the purposes of this Tribal Communication Plan, the term "Native American Tribe" signifies all Indigenous Communities of California, including those that are federally non-recognized and federally recognized, and those with allotment lands, regardless of whether they own those lands. Additionally, because some water bodies and Tribal boundaries cross State borders, this Communication Plan includes Indigenous Communities in Oregon, Nevada, and Arizona that are impacted by water in California.

### *10.3.2 - COMMUNICATION GOALS*

- State agencies, local governments, and water purveyors that deal with water resources acknowledge the indigenous and aboriginal rights of Native American Tribes and their water rights, so that Tribes can safely continue their cultural, religious, subsistence, economic, and sustainability practices in perpetuity. (Safely in this context refers to the public health aspects of cultural and religious practices, for example, the ability to eat fish that are not contaminated with mercury and other toxins.)
- State agencies, local governments, and water purveyors acknowledge that Native American Tribes are a viable people comprising government or representative entities with viable concerns and solutions and listened to as individuals and negotiated with on a government-to-government basis.
- Native American Tribes identify likely impacts and effects on interests and resources from water planning and management decisions or projects in advance of decision-making and have adequate time to review associated proposals.
- Native American Tribes bring their authentic and diverse voices, including traditional knowledge, into the CWP Update processes, and into other State planning processes that involve water resources.
- Regular California Tribal Water Summits that include the highest level of decision-makers from State, local, and federal governments are held.
- Native American Tribes from northern, central, and southern California begin to work together to protect their watersheds for habitat, water quality, water supply, and traditional cultural places.
- Identify and outreach to Tribes and Tribal Communities whose water bodies and Tribal boundaries cross into California State borders – ensure that their Tribal perspectives and concerns are being considered for the CWP.
- In planning future California Tribal Water Summits, identify, strategize and prioritize all issues and ideas for program and policy change and/or recommendation.

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RETURN TO AGENDA

# REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

**Council Meeting of:** August 7, 2019

**Agenda Number:** C-2

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

**RECOMMENDATION:**

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

1. Approving award of Contract for Sunset Ave Sidewalk and Safety Improvements Pine Street to Double Tree Way, Federal Project No. HSIPL – 5157 (111), City Project No. R-66 (RE-BID) ("Project"), in the Amount of $408,341.05 to Clean Cut Landscape, Inc.
2. Authorizing construction contingencies of up to 15 percent as approved by the City Engineer.
3. Authorizing funding of up to 15 percent of the contract amount for construction inspection, management, third party testing or consulting services as approved by the City Engineer.
4. Authorizing the Mayor to execute the contract on behalf of the City.

**SUMMARY:**

In mid-July, the City received five bids for the Sunset Ave Sidewalk and Safety Improvements Pine Street to Double Tree Way. Clean Cut Landscape, Inc. submitted the lowest responsive and responsible bid that meets the contract requirements; therefore, it is recommended that Council award the project to Clean Cut Landscape, Inc. The funds needed to complete the project are programmed in the 2018/19 Fiscal Budget and Capital Improvement Program.

**DISCUSSION:**

The proposed project will provide concrete improvements for portions of Sunset Avenue between Pine Street and Schnoor within the City of Madera. The work in general consists of furnishing all labor, materials, and equipment necessary to perform all operations for installing ADA compliant sidewalk, drive approaches, and curb ramps along Sunset Avenue from Schnoor Ave to Double Tree Way and Installation of Pedestrian Median Refuge from Pine Street to Willis Ave.

**SITUATION:**

The "Notice Inviting Bids" for the project was duly noticed in the Madera Tribune Newspaper on June 15th of 2019. The construction and bidding documents (specifications) were distributed to Builders Exchanges in Fresno, Modesto, and Visalia. The bid documents were also made available to the Kern-Minority Contractors Association in Bakersfield. The plans and specifications were also posted on EBidBoard.com, a projects online listing service for contractors accessible from the City's website as well as to other contractors that regularly access EBidBoard's website directly.

On July 18th, 2019, the City received five responses. All bids were checked for accuracy against bidding requirements of the specifications and for validity of licenses and bid security. In addition, the three lowest bidders were required to submit additional bid documents required within three days of bid opening to be considered responsive. Any bidder that wished to be considered if the three lowest bidders should be found nonresponsive, had the option of also submitting the additional documents.

The bids received are listed below:

| | |
|---|---|
| Clean Cut Landscape, Inc. | $ 408,341.05 |
| JT2, Inc. dba Todd Companies | $ 439,172.00 |
| Witbro, Inc. DBA Seal Rite Paving and Grading | $ 464,927.00 |
| V & G Builders, Inc. | $ 511,355.21** |
| Phase 1 Construction | $ 545,044.00** |
| | |
| Engineers Opinion of Cost | $ 424,127.00 |

**The contractors failed to submit Construction Contract DBE Commitment Form (Exhibit 15-G) and Good Faith Effort Form (Exhibit 15-H) and were therefore disqualified.

**FINANCIAL IMPACT:**

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

Funding for the project is programmed in Fiscal Year 2018/19 budget to include Highway Safety Improvement Program (HSIP), Local Transportation Fund (LTF) and Measure T Environmental/Bike/Pedestrian Enhancement.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**:

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

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

**ALTERNATIVES:**

1. Reject all bids.
2. Modify the scope of the project which will result in the RFP being recirculated.
3. Provide Staff with additional feedback.

**ATTACHMENTS:**

1. Resolution
2. Project Map

# ATTACHMENT 1

RESOLUTION

**RESOLUTION NO. 19-_____**

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

**WHEREAS**, on June 15th, 2019 the City of Madera (City) Engineering Department advertised a solicitation for bids for Sunset Ave Sidewalk and Safety Improvements Pine Street to Double Tree Way, Federal Project No. HSIPL – 5157 (111), City Project No. R-66 (RE-BID), hereinafter referred to as "the Project"; and

**WHEREAS,** five sealed bids were received on July 18, 2019, and opened by the City Engineer; and two bids were rejected; and

**WHEREAS**, funding for Sunset Ave Sidewalk and Safety Improvements Pine Street to Double Tree Way, Federal Project No. HSIPL – 5157 (111), City Project No. R-66 (RE-BID) is programmed in the various Capital Improvement Projects Budget for FY 2018/19.

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

1. The above recitals are true and correct.

2. The City Council (Council) has reviewed and considered all of the information presented including the report to the City Council from the Engineering Department.

3. The City finds that Clean Cut Landscape, Inc. is the lowest responsible and responsive bidder.

4. The contract for Sunset Ave Sidewalk and Safety Improvements Pine Street to Double Tree Way, Federal Project No. HSIPL – 5157 (111), City Project No. R-66 (RE-BID), in the Amount of $ 408,341.05 with Phase 1 Construction, a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.

5. Council authorizes Construction Contingencies of up to 15 percent as approved by the City Engineer.

6. Council authorizes funding of up to 15 percent of the Contract Amount for Construction Inspection and Management as approved by the City Engineer.

7. The Mayor is hereby authorized to execute the contract on behalf of the City.

8. This Resolution is effective immediately upon adoption.

*******

# EXHIBIT 1

AGREEMENT

## AGREEMENT

**THIS AGREEMENT** made this 7th day of August, 2019, between the City of Madera, hereinafter called "**OWNER",** and Clean Cut Landscape, Inc., doing business as (an individual), or (a partnership), or (a corporation), hereinafter called **"CONTRACTOR"**.

**WITNESSETH**: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the "**SUNSET AVE SIDEWALK AND SAFETY IMPROVEMENTS PINE STREET TO DOUBLE TREE WAY FEDERAL PROJECT NO. HSIPL-5157(111) CITY PROJECT NO. R-66 (RE-BID)"**

2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.

3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of $408,341.05, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK.

4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.

5. The term **"CONTRACT DOCUMENTS"** means and includes the following:

(A) Advertisement for Bids
(B) Information for Bidders
(C) Bid Proposal
(D) Bid Bond
(E) Agreement
(F) Payment Bond
(G) Performance Bond
(H) Insurance Requirements for Contractors
(I) General Conditions
(J) Special Conditions
(K) City of Madera Standard Specifications and Drawings
(L) State Standard Plans and Specifications
(M) PLANS and SPECIFICATIONS prepared or issued by CITY OF MADERA, entitled "**SUNSET AVE SIDEWALK AND SAFETY IMPROVEMENTS PINE STREET TO DOUBLE TREE WAY FEDERAL PROJECT NO. HSIPL-5157(111) CITY PROJECT NO. R-66 (RE-BID)" dated June 2019.**

Addenda Nos. 1, dated 06/24/19
Addenda Nos. 2, dated 07/11/19
Addenda Nos. _____, dated _____

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount **of Two Thousand Two Hundred ($2,200.00)** per day

for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

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

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

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

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

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

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

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

12. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1776 of the

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

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

Section 1777.5 provides, in part, as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor,** or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor'**s negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

**Contractor** obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

**Contractor** agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

18. Contractor must comply with the insurance requirements as described in the section

"INSURANCE REQUIREMENTS FOR **CONTRACTOR**", **pages 47-49** of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or **Clean Cut Landscape, Inc.**, may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

20. Termination.

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, **Clean Cut Landscape, Inc.** shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

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

1. An illegal use of funds by **Clean Cut Landscape, Inc.**;
2. A failure by **Clean Cut Landscape, Inc.** to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **Clean Cut Landscape, Inc.** to City.

In no event shall any payment by City or acceptance by **Clean Cut Landscape, Inc.** constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. City shall have the right to demand of **Clean Cut Landscape, Inc.** the repayment to City of any funds disbursed to **Clean Cut Landscape, Inc.** under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

Notice of termination shall be mailed to the City:

City of Madera
Engineering Department
205 W. 4th Street
Madera, Ca 93637

Notice of termination shall be mailed to the Contractor:

Clean Cut Landscape, Inc.
7726 N. First Street, Suite 137
Fresno, CA 93720

Notices. All notices and communications from the **Clean Cut Landscape, Inc.** shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

21. Compliance With Laws- City shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of City's services.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

22. Attorneys' Fees/Venue- In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

23. Governing Law- The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

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

25. Contractor's Legal Authority - Each individual executing or attesting this Agreement on behalf of **Clean Cut Landscape, Inc.** hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **Clean Cut Landscape, Inc.** is a duly organized and legally existing corporation in good standing in the State of California.

26. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

27. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City.** Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, City shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

28.Sole Agreement. This instrument constitutes the sole and only Agreement between City and **Clean Cut Landscape, Inc.** in connection to the Project and correctly sets forth the obligations of the City and **Clean Cut Landscape, Inc.** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

27. Assignment. Neither the **Clean Cut Landscape, Inc.** nor City will assign its interest in this Agreement without the written consent of the other.

28. Caltrans Review for Compliance. Caltrans is required by 23 code of Federal Regulations

(CFR), part 200, Section 200.9 (b)(7) to conduct reviews of sub-recipients (Local Agencies) of federal-aid to ensure compliance with Title VI of the Civil Rights Act of 1964 and the relates statues (Title VI) through the requirements under the Federal Highway Administration (FHWA), the U.S. Department of Transportation (USDOT), and the U.S. Department of Justice (USDOJ) regulations and guidance materials related to the implementation of Title VI.

The scope of the process reviews conducted by Caltrans focuses on the Local Agency's adherence to the FHWA's Title VI Program (Race, Color and National Origin) and the related statues protecting additional classes as required under

- Federal-Aid Highway Act of 1973 (Sex)
- The Age Discrimination Act of 1975 (Age), and
- The Americans with Disabilities Act of 1990 (ADA)(Disability) and Section 504 of the Rehabilitation Act of 1973 (Disability).

29. Binding Agreement. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**IN WITNESS WHEREOF** the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

**CITY OF MADERA**

By: _____
Andrew J. Medellin, Mayor

APPROVE AS TO FORM:

_____
Hilda Cantú Montoy, Interim City Attorney

ATTEST:

_____
Claudia Mendoza, Interim City Clerk

**CLEAN CUT LANDSCAPE**

BY: _____

BY: _____

_____
Federal Tax I.D. No.

_____
Contractor License Number

_____
DIR Registration Number

Attachment A) **General Wage Decision No. _** *CA20190018 05/03/2019.*

Attachment B) **Form FHWA 1273 required to be incorporated into all contracts with Contractors and Subcontractors.**

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

**Acknowledgment**

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

State of California )

County of _____ )

On _____,2019 before me, _____
(insert name and title of officer)

Personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____(Seal)

General Decision Number: CA20190018 05/03/2019

Superseded General Decision Number: CA20180029

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/04/2019 |
| 1 | 02/01/2019 |
| 2 | 02/15/2019 |
| 3 | 02/22/2019 |
| 4 | 05/03/2019 |

* ASBE0016-004 01/01/2019

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANSICO, SAN MATEO & SANTA CLARA COUNTIES

| | Rates | Fringes |
|---|---|---|
| Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not) | | |
| Area 1 | $ 28.20 | 9.27 |
| Area 2 | $ 36.53 | 9.27 |

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* ASBE0016-008 01/01/2019

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANSICO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAU, & TUOLUMNE

| | Rates | Fringes |
|---|---|---|
| Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems) | | |
| Area 1 | $ 68.11 | 23.32 |
| Area 2 | $ 43.81 | 31.22 |

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BOIL0549-001 10/01/2016

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

| | Rates | Fringes |
|---|---|---|
| BOILERMAKER | | |

Area 1.....$ 43.28 37.91
Area 2.....$ 39.68 35.71

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BRCA0003-001 08/01/2017

| | Rates | Fringes |
|---|---|---|
| MARBLE FINISHER | $ 32.60 | 15.31 |

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BRCA0003-003 08/01/2017

| | Rates | Fringes |
|---|---|---|
| MARBLE MASON | $ 44.60 | 26.83 |

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BRCA0003-005 05/01/2017

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER | | |
| ( 1) Fresno, Kings, Madera, Mariposa, Merced | $ 38.45 | 21.22 |
| ( 7) San Francisco, San Mateo | $ 42.34 | 25.83 |
| ( 8) Alameda, Contra Costa, San Benito, Santa Clara | $ 44.16 | 21.71 |
| ( 9) Calaveras, San Joaquin, Stanislaus, Toulumne | $ 39.66 | 20.76 |
| (16) Monterey, Santa Cruz | $ 39.51 | 23.49 |

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BRCA0003-008 09/01/2017

| | Rates | Fringes |
|---|---|---|
| TERRAZZO FINISHER | $ 35.14 | 16.87 |
| TERRAZZO WORKER/SETTER | $ 44.11 | 26.36 |

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BRCA0003-011 04/01/2018

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

| | Rates | Fringes |
|---|---|---|
| TILE FINISHER | | |
| Area 1 | $ 28.56 | 15.87 |
| Area 2 | $ 25.60 | 14.30 |
| Area 3 | $ 25.88 | 15.17 |
| Tile Layer | | |

Area 1.....$ 47.77 18.29
Area 2.....$ 42.67 16.81
Area 3.....$ 38.15 17.70

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CARP0022-001 07/01/2018

San Francisco County

| | Rates | Fringes |
|---|---|---|
| Carpenters | | |
| Bridge Builder/Highway Carpenter | $ 48.40 | 29.32 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer | $ 48.55 | 29.32 |
| Journeyman Carpenter | $ 48.40 | 29.32 |
| Millwright | $ 48.50 | 30.91 |

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CARP0034-001 07/01/2018

| | Rates | Fringes |
|---|---|---|
| Diver | | |
| Assistant Tender, ROV Tender/Technician | $ 47.65 | 32.52 |
| Diver standby | $ 52.61 | 32.52 |
| Diver Tender | $ 51.82 | 32.52 |
| Diver wet | $ 97.17 | 32.52 |
| Manifold Operator (mixed gas) | $ 56.82 | 32.52 |
| Manifold Operator (Standby) | $ 51.82 | 32.52 |

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

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CARP0034-003 07/01/2017

| | Rates | Fringes |
|---|---|---|
| Piledriver | $ 46.65 | 31.91 |

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CARP0035-007 07/01/2017

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

| | Rates | Fringes |
|---|---|---|
| Modular Furniture Installer | | |
| Area 1 | | |
| Installer I | $ 25.61 | 20.42 |
| Installer II | $ 22.18 | 20.42 |
| Lead Installer | $ 29.06 | 20.92 |
| Master Installer | $ 33.28 | 20.92 |
| Area 2 | | |
| Installer I | $ 22.96 | 20.42 |
| Installer II | $ 20.01 | 20.42 |
| Lead Installer | $ 25.93 | 20.92 |
| Master Installer | $ 29.56 | 20.92 |
| Area 3 | | |
| Installer I | $ 22.01 | 20.42 |
| Installer II | $ 19.24 | 20.42 |
| Lead Installer | $ 24.81 | 20.92 |
| Master Installer | $ 31.83 | 20.92 |

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CARP0035-008 08/01/2018

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

| | Rates | Fringes |
|---|---|---|
| Drywall Installers/Lathers: | | |
| Area 1 | $ 48.40 | 29.76 |
| Area 2 | $ 42.52 | 29.76 |
| Area 3 | $ 41.02 | 29.15 |
| Area 4 | $ 41.67 | 29.76 |
| Drywall Stocker/Scrapper | | |
| Area 1 | $ 24.20 | 17.29 |
| Area 2 | $ 21.26 | 17.29 |
| Area 3 | $ 20.51 | 16.88 |
| Area 4 | $ 20.84 | 17.29 |

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CARP0152-001 07/01/2018

Contra Costa County

| | Rates | Fringes |
|---|---|---|
| Carpenters | | |
| Bridge Builder/Highway Carpenter | $ 48.40 | 29.32 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer | $ 48.55 | 29.32 |
| Journeyman Carpenter | $ 48.40 | 29.32 |
| Millwright | $ 48.50 | 30.91 |

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CARP0152-002 07/01/2018

San Joaquin County

| | Rates | Fringes |
|---|---|---|
| Carpenters | | |
| Bridge Builder/Highway Carpenter | $ 48.40 | 29.32 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer | $ 42.67 | 29.32 |
| Journeyman Carpenter | $ 42.52 | 29.32 |
| Millwright | $ 45.02 | 30.91 |

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CARP0152-004 07/01/2018

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

| | Rates | Fringes |
|---|---|---|
| Carpenters | | |
| Bridge Builder/Highway Carpenter | $ 48.40 | 29.32 |

Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 41.32 29.32
Journeyman Carpenter.....$ 41.17 29.32
Millwright.....$ 43.67 30.91

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CARP0217-001 07/01/2018

San Mateo County

| | Rates | Fringes |
|---|---|---|
| Carpenters | | |
| Bridge Builder/Highway Carpenter | $ 48.40 | 29.32 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer | $ 48.55 | 29.32 |
| Journeyman Carpenter | $ 48.40 | 29.32 |
| Millwright | $ 48.50 | 30.91 |

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CARP0405-001 07/01/2018

Santa Clara County

| | Rates | Fringes |
|---|---|---|
| Carpenters | | |
| Bridge Builder/Highway Carpenter | $ 48.40 | 29.32 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer | $ 48.55 | 29.32 |
| Journeyman Carpenter | $ 48.40 | 29.32 |
| Millwright | $ 48.50 | 30.91 |

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CARP0405-002 07/01/2018

San Benito County

| | Rates | Fringes |
|---|---|---|
| Carpenters | | |
| Bridge Builder/Highway Carpenter | $ 48.40 | 29.32 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer | $ 42.58 | 29.32 |

Journeyman Carpenter.....$ 42.52 29.32
Millwright.....$ 45.02 30.91

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CARP0505-001 07/01/2018

Santa Cruz County

| | Rates | Fringes |
|---|---|---|
| Carpenters | | |
| Bridge Builder/Highway Carpenter | $ 48.40 | 29.32 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer | $ 42.67 | 29.32 |
| Journeyman Carpenter | $ 42.52 | 29.32 |
| Millwright | $ 45.02 | 30.91 |

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CARP0605-001 07/01/2018

Monterey County

| | Rates | Fringes |
|---|---|---|
| Carpenters | | |
| Bridge Builder/Highway Carpenter | $ 48.40 | 29.32 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer | $ 42.67 | 29.32 |
| Journeyman Carpenter | $ 42.52 | 29.32 |
| Millwright | $ 45.02 | 30.91 |

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CARP0701-001 07/01/2018

Fresno and Madera Counties

| | Rates | Fringes |
|---|---|---|
| Carpenters | | |
| Bridge Builder/Highway Carpenter | $ 48.40 | 29.32 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer | $ 41.32 | 29.32 |
| Journeyman Carpenter | $ 41.17 | 29.32 |
| Millwright | $ 43.67 | 30.91 |

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CARP0713-001 07/01/2018

Alameda County

| | Rates | Fringes |
|---|---|---|
| Carpenters | | |
| Bridge Builder/Highway Carpenter | $ 48.40 | 29.32 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer | $ 48.55 | 29.32 |
| Journeyman Carpenter | $ 48.40 | 29.32 |
| Millwright | $ 48.50 | 30.91 |

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CARP1109-001 07/01/2018

Kings County

| | Rates | Fringes |
|---|---|---|
| Carpenters | | |
| Bridge Builder/Highway Carpenter | $ 48.40 | 29.32 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer | $ 41.32 | 29.32 |
| Journeyman Carpenter | $ 41.17 | 29.32 |
| Millwright | $ 43.67 | 30.91 |

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ELEC0006-004 12/01/2018

SAN FRANCISCO COUNTY

| | Rates | Fringes |
|---|---|---|
| Sound & Communications | | |
| Installer | $ 40.52 | 3%+19.05 |
| Technician | $ 46.60 | 3%+19.05 |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0006-007 06/01/2018

SAN FRANCISCO COUNTY

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 71.00 | 3%+31.215 |

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* ELEC0100-002 03/01/2019

FRESNO, KINGS, AND MADERA COUNTIES

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 38.75 | 23.06 |

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ELEC0100-005 12/01/2018

FRESNO, KINGS, MADERA

| | Rates | Fringes |
|---|---|---|
| Communications System | | |
| Installer | $ 33.59 | 19.55 |
| Technician | $ 38.63 | 19.71 |

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

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ELEC0234-001 12/24/2018

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | | |
| Zone A | $ 46.15 | 25.48 |
| Zone B | $ 54.23 | 25.73 |

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

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ELEC0234-003 12/01/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

| | Rates | Fringes |
|---|---|---|
| Sound & Communications | | |
| Installer | $ 40.02 | 19.75 |
| Technician | $ 46.02 | 19.75 |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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* ELEC0302-001 02/25/2019

CONTRA COSTA COUNTY

| | Rates | Fringes |
|---|---|---|
| CABLE SPLICER | $ 60.48 | 26.06 |
| ELECTRICIAN | $ 53.76 | 25.86 |

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ELEC0302-003 12/01/2018

CONTRA COSTA COUNTY

| | Rates | Fringes |
|---|---|---|
| Sound & Communications | | |
| Installer | $ 38.42 | 19.70 |
| Technician | $ 44.18 | 19.88 |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when

performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0332-001 06/01/2018

SANTA CLARA COUNTY

| | Rates | Fringes |
|---|---|---|
| CABLE SPLICER | $ 75.35 | 35.491 |
| ELECTRICIAN | $ 65.52 | 35.196 |

FOOTNOTES: Work under compressed air or where gas masks are required, orwork on ladders, scaffolds, stacks, ""Bosun's chairs,"" or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay.
Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

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ELEC0332-003 12/01/2018

SANTA CLARA COUNTY

| | Rates | Fringes |
|---|---|---|
| Sound & Communications | | |
| Installer | $ 40.02 | 19.75 |
| Technician | $ 46.02 | 19.93 |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety

systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0595-001 06/01/2018

ALAMEDA COUNTY

| | Rates | Fringes |
|---|---|---|
| CABLE SPLICER | $ 61.03 | 3%+35.72 |
| ELECTRICIAN | $ 54.25 | 3%+35.72 |

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ELEC0595-002 06/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

| | Rates | Fringes |
|---|---|---|
| CABLE SPLICER | $ 42.55 | 7.45%+24.58 |
| ELECTRICIAN | | |
| (1) Tunnel work | $ 38.85 | 7.45%+24.58 |
| (2) All other work | $ 37.00 | 7.45%+24.58 |

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ELEC0595-006 12/01/2018

ALAMEDA COUNTY

| | Rates | Fringes |
|---|---|---|
| Sound & Communications | | |
| Installer | $ 40.02 | 3%+18.96 |
| Technician | $ 46.02 | 3%+18.96 |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0595-008 12/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

| | Rates | Fringes |
|---|---|---|
| Communications System | | |
| Installer | $ 33.59 | 3%+18.86 |
| Technician | $ 38.63 | 3%+18.86 |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0617-001 06/01/2018

SAN MATEO COUNTY

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 61.00 | 34.62 |

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ELEC0617-003 12/01/2018

SAN MATEO COUNTY

| | Rates | Fringes |
|---|---|---|

Sound & Communications
Installer.....$ 40.02 19.93
Technician.....$ 46.02 19.93

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0684-001 12/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

Rates Fringes

ELECTRICIAN.....$ 38.29 3%+22.29

CABLE SPLICER = 110% of Journeyman Electrician

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ELEC0684-004 12/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

Rates Fringes

Communications System
Installer.....$ 33.59 19.56
Technician.....$ 38.63 19.71

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are

installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC1245-001 01/01/2019

| | Rates | Fringes |
|---|---|---|
| LINE CONSTRUCTION | | |
| (1) Lineman; Cable splicer | $ 56.79 | 17.41 |
| (2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment) | $ 45.36 | 16.24 |
| (3) Groundman | $ 34.68 | 15.86 |
| (4) Powderman | $ 49.55 | 3%+17.65 |

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2019

| | Rates | Fringes |
|---|---|---|
| ELEVATOR MECHANIC | $ 67.56 | 34.125+a+b |

FOOTNOTE:
PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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ENGI0003-001 06/26/2017

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1

RATES.

SEE AREA DEFINITIONS BELOW

| | Rates | Fringes |
|---|---|---|
| OPERATOR: Power Equipment (AREA 1:) | | |
| GROUP 1 | $ 44.67 | 30.39 |
| GROUP 2 | $ 43.14 | 30.39 |
| GROUP 3 | $ 41.66 | 30.39 |
| GROUP 4 | $ 40.28 | 30.39 |
| GROUP 5 | $ 39.01 | 30.39 |
| GROUP 6 | $ 37.69 | 30.39 |
| GROUP 7 | $ 36.55 | 30.39 |
| GROUP 8 | $ 35.41 | 30.39 |
| GROUP 8-A | $ 33.20 | 30.39 |
| OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:) | | |
| GROUP 1 | | |
| Cranes | $ 46.30 | 30.39 |
| Oiler | $ 36.63 | 30.39 |
| Truck crane oiler | $ 39.20 | 30.39 |
| GROUP 2 | | |
| Cranes | $ 43.79 | 30.39 |
| Oiler | $ 36.36 | 30.39 |
| Truck crane oiler | $ 38.98 | 30.39 |
| GROUP 3 | | |
| Cranes | $ 42.05 | 30.39 |
| Hydraulic | $ 38.32 | 30.39 |
| Oiler | $ 36.14 | 30.39 |
| Truck Crane Oiler | $ 38.71 | 30.39 |
| GROUP 4 | | |
| Cranes | $ 39.01 | 30.39 |
| OPERATOR: Power Equipment (Piledriving - AREA 1:) | | |
| GROUP 1 | | |
| Lifting devices | $ 45.89 | 30.39 |
| Oiler | $ 36.63 | 30.39 |
| Truck crane oiler | $ 39.20 | 30.39 |
| GROUP 2 | | |
| Lifting devices | $ 44.07 | 30.39 |
| Oiler | $ 36.36 | 30.39 |
| Truck Crane Oiler | $ 38.98 | 30.39 |
| GROUP 3 | | |
| Lifting devices | $ 42.39 | 30.39 |
| Oiler | $ 36.14 | 30.39 |
| Truck Crane Oiler | $ 38.71 | 30.39 |
| GROUP 4 | | |
| Lifting devices | $ 40.62 | 30.39 |
| GROUP 5 | | |
| Lifting devices | $ 39.32 | 30.39 |
| GROUP 6 | | |
| Lifting devices | $ 37.98 | 30.39 |

OPERATOR: Power Equipment
(Steel Erection - AREA 1:)

| | | |
|---|---|---|
| GROUP 1 | | |
| Cranes | $ 46.30 | 30.39 |
| Oiler | $ 36.63 | 30.39 |
| Truck Crane Oiler | $ 39.20 | 30.39 |
| GROUP 2 | | |
| Cranes | $ 43.79 | 30.39 |
| Oiler | $ 36.36 | 30.39 |
| Truck Crane Oiler | $ 38.98 | 30.39 |
| GROUP 3 | | |
| Cranes | $ 42.05 | 30.39 |
| Hydraulic | $ 38.32 | 30.39 |
| Oiler | $ 36.14 | 30.39 |
| Truck Crane Oiler | $ 38.71 | 30.39 |
| GROUP 4 | | |
| Cranes | $ 39.01 | 30.39 |
| GROUP 5 | | |
| Cranes | $ 35.13 | 30.39 |

OPERATOR: Power Equipment
(Tunnel and Underground Work
- AREA 1:)

| | | |
|---|---|---|
| SHAFTS, STOPES, RAISES: | | |
| GROUP 1 | $ 40.77 | 30.39 |
| GROUP 1-A | $ 43.24 | 30.39 |
| GROUP 2 | $ 39.51 | 30.39 |
| GROUP 3 | $ 38.18 | 30.39 |
| GROUP 4 | $ 37.04 | 30.39 |
| GROUP 5 | $ 35.90 | 30.39 |
| UNDERGROUND: | | |
| GROUP 1 | $ 40.67 | 30.39 |
| GROUP 1-A | $ 43.14 | 30.39 |
| GROUP 2 | $ 39.41 | 30.39 |
| GROUP 3 | $ 38.08 | 30.39 |
| GROUP 4 | $ 36.94 | 30.39 |
| GROUP 5 | $ 35.80 | 30.39 |

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane

mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600,

Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over

100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

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PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100

tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE

AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern Part

FRESNO COUNTY:

Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:
Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

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ENGI0003-008 07/01/2017

| | Rates | Fringes |
|---|---|---|
| Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:) | | |
| AREA 1: | | |
| (1) Leverman | $ 44.77 | 31.25 |
| (2) Dredge Dozer; Heavy duty repairman | $ 39.81 | 31.25 |
| (3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator | $ 38.69 | 31.25 |
| (4) Bargeman; Deckhand; Fireman; Leveehand; Oiler | $ 35.39 | 31.25 |
| AREA 2: | | |
| (1) Leverman | $ 46.77 | 31.25 |
| (2) Dredge Dozer; Heavy duty repairman | $ 41.81 | 31.25 |
| (3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator | $ 40.69 | 31.25 |
| (4) Bargeman; Deckhand; Fireman; Leveehand; Oiler | $ 37.39 | 31.25 |

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

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ENGI0003-019 07/26/2017

SEE AREA DESCRIPTIONS BELOW

| | Rates | Fringes |
|---|---|---|
| OPERATOR: Power Equipment (LANDSCAPE WORK ONLY) | | |
| GROUP 1 | | |
| AREA 1 | $ 34.05 | 28.73 |
| AREA 2 | $ 36.05 | 28.73 |
| GROUP 2 | | |
| AREA 1 | $ 30.45 | 28.73 |
| AREA 2 | $ 32.45 | 28.73 |
| GROUP 3 | | |
| AREA 1 | $ 25.84 | 28.73 |
| AREA 2 | $ 27.84 | 28.73 |

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade

work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

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IRON0377-002 01/01/2019

| | Rates | Fringes |
|---|---|---|
| Ironworkers: | | |
| Fence Erector | $ 32.58 | 23.41 |
| Ornamental, Reinforcing and Structural | $ 39.00 | 32.05 |

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LABO0067-002 12/01/2018

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND

SANTA CLARA COUNTIES

AREA ""B"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

| | Rates | Fringes |
|---|---|---|
| Asbestos Removal Laborer | | |
| All Counties | $ 24.00 | 11.13 |
| LABORER (Lead Removal) | | |
| Area A | $ 31.81 | 22.71 |
| Area B | $ 30.81 | 22.71 |

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

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LABO0073-002 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) | | |
| Escort Driver, Flag Person | $ 29.54 | 23.65 |
| Traffic Control Person I | $ 29.84 | 23.65 |
| Traffic Control Person II | $ 27.34 | 23.65 |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0073-003 07/01/2018

SAN JOAQUIN COUNTY

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| Mason Tender-Brick | $ 31.20 | 22.20 |

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LABO0073-005 06/25/2018

| | Rates | Fringes |
|---|---|---|
| Tunnel and Shaft Laborers: | | |
| GROUP 1 | $ 37.82 | 24.11 |
| GROUP 2 | $ 37.59 | 24.11 |
| GROUP 3 | $ 37.34 | 24.11 |
| GROUP 4 | $ 36.89 | 24.11 |
| GROUP 5 | $ 36.35 | 24.11 |
| Shotcrete Specialist | $ 38.34 | 24.11 |

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0073-007 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (CONSTRUCTION CRAFT LABORERS) | | |
| Construction Specialist Group | $ 30.49 | 23.20 |
| GROUP 1 | $ 29.79 | 23.20 |
| GROUP 1-a | $ 30.01 | 23.20 |
| GROUP 1-c | $ 29.84 | 23.20 |
| GROUP 1-e | $ 30.34 | 23.20 |
| GROUP 1-f | $ 30.37 | 23.20 |
| GROUP 2 | $ 29.64 | 23.20 |
| GROUP 3 | $ 29.54 | 23.20 |
| GROUP 4 | $ 23.23 | 23.20 |

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS)

| | | |
|---|---|---|
| (1) New Construction | $ 29.54 | 23.20 |
| (2) Establishment Warranty Period | $ 23.23 | 23.20 |

LABORER (GUNITE)

| | | |
|---|---|---|
| GROUP 1 | $ 29.75 | 22.31 |
| GROUP 2 | $ 29.25 | 22.31 |
| GROUP 3 | $ 28.66 | 22.31 |
| GROUP 4 | $ 28.54 | 22.31 |

LABORER (WRECKING)

| | | |
|---|---|---|
| GROUP 1 | $ 29.79 | 23.20 |
| GROUP 2 | $ 29.64 | 23.20 |

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter;

Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry

cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0073-009 07/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (Plaster Tender)..... | $ 32.02 | 23.00 |

Work on a swing stage scaffold: $1.00 per hour additional.

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LABO0261-003 06/25/2018

SAN FRANCISCO AND SAN MATEO COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) | | |
| Escort Driver, Flag Person.. | $ 20.54 | 23.65 |
| Traffic Control Person I.... | $ 30.84 | 23.65 |
| Traffic Control Person II... | $ 28.34 | 23.65 |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0261-005 06/25/2018

SAN FRANCISCO AND SAN MATEO COUNTIES

| | Rates | Fringes |
|---|---|---|
| Tunnel and Shaft Laborers: | | |
| GROUP 1..... | $ 37.82 | 24.11 |
| GROUP 2..... | $ 37.59 | 24.11 |
| GROUP 3..... | $ 37.34 | 24.11 |
| GROUP 4..... | $ 36.89 | 24.11 |
| GROUP 5..... | $ 36.35 | 24.11 |
| Shotcrete Specialist..... | $ 38.34 | 24.11 |

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0261-009 06/25/2018

SAN FRANCISCO, AND SAN MATEO COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:) | | |
| Construction Specialist Group | $ 31.49 | 23.20 |
| GROUP 1 | $ 30.79 | 23.20 |
| GROUP 1-a | $ 31.01 | 23.20 |
| GROUP 1-c | $ 30.84 | 23.20 |
| GROUP 1-e | $ 31.34 | 23.20 |
| GROUP 1-f | $ 31.37 | 23.20 |
| GROUP 2 | $ 30.64 | 23.20 |
| GROUP 3 | $ 30.54 | 23.20 |
| GROUP 4 | $ 24.23 | 23.20 |
| See groups 1-b and 1-d under laborer classifications. | | |
| LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:) | | |
| (1) New Construction | $ 30.54 | 23.20 |
| (2) Establishment Warranty Period | $ 24.23 | 23.20 |
| LABORER (WRECKING - AREA A:) | | |
| GROUP 1 | $ 30.79 | 23.20 |
| GROUP 2 | $ 30.64 | 23.20 |
| Laborers: (GUNITE - AREA A:) | | |
| GROUP 1 | $ 30.75 | 22.31 |
| GROUP 2 | $ 30.25 | 22.31 |
| GROUP 3 | $ 29.66 | 22.31 |
| GROUP 4 | $ 29.54 | 22.31 |

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the

applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

---

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder;

All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair

track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0261-011 05/01/2018

SAN FRANCISCO AND SAN MATEO COUNTIES:

| | Rates | Fringes |
|---|---|---|
| MASON TENDER, BRICK | $ 35.37 | 20.70 |

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: $5.00 per day additional. Work in live sewage: $2.50 per day additional.

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LABO0261-014 07/01/2017

SAN FRANCISCO AND SAN MATEO COUNTIES:

| | Rates | Fringes |
|---|---|---|
| PLASTER TENDER | $ 34.70 | 23.11 |

Work on a swing stage scaffold: $1.00 per hour additional.

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LABO0270-003 06/25/2018

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) | | |
| Escort Driver, Flag Person | | |
| Area A | $ 30.54 | 23.65 |
| Area B | $ 29.54 | 23.65 |
| Traffic Control Person I | | |
| Area A | $ 30.84 | 23.65 |
| Area B | $ 29.84 | 23.65 |
| Traffic Control Person II | | |
| Area A | $ 28.34 | 23.65 |
| Area B | $ 27.34 | 23.65 |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0270-004 06/25/2018

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

| | Rates | Fringes |
|---|---|---|
| Tunnel and Shaft Laborers: | | |
| GROUP 1 | $ 37.82 | 24.11 |
| GROUP 2 | $ 37.59 | 24.11 |
| GROUP 3 | $ 37.34 | 24.11 |
| GROUP 4 | $ 36.89 | 24.11 |
| GROUP 5 | $ 36.35 | 24.11 |
| Shotcrete Specialist | $ 38.34 | 24.11 |

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete

nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0270-005 07/01/2018

MONTEREY AND SAN BENITO COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| Mason Tender-Brick | $ 31.20 | 22.20 |

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LABO0270-007 06/25/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (CONSTRUCTION CRAFT LABORERS - AREA B) | | |
| Construction Specialist Group | $ 30.40 | 23.20 |
| GROUP 1 | $ 29.79 | 23.20 |
| GROUP 1-a | $ 30.01 | 23.20 |
| GROUP 1-c | $ 29.84 | 23.20 |
| GROUP 1-e | $ 30.34 | 23.20 |
| GROUP 1-f | $ 30.37 | 23.20 |
| GROUP 2 | $ 29.64 | 23.20 |
| GROUP 3 | $ 29.54 | 23.20 |
| GROUP 4 | $ 23.23 | 23.20 |

See groups 1-b and 1-d under laborer classifications.

| | | |
|---|---|---|
| LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B) | | |
| (1) New Construction | $ 29.54 | 23.20 |

| | | |
|---|---|---|
| (2) Establishment Warranty Period | $ 23.23 | 23.20 |
| LABORER (GUNITE - AREA B) | | |
| GROUP 1 | $ 29.75 | 22.31 |
| GROUP 2 | $ 29.25 | 22.31 |
| GROUP 3 | $ 28.66 | 22.31 |
| GROUP 4 | $ 28.54 | 22.31 |
| LABORER (WRECKING - AREA B) | | |
| GROUP 1 | $ 29.79 | 23.20 |
| GROUP 2 | $ 29.64 | 23.20 |

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of

sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew;

High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0270-010 06/25/2018

SANTA CLARA COUNTY

| | Rates | Fringes |
|---|---|---|
| LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:) | | |
| Construction Specialist Group | $ 31.49 | 23.20 |
| GROUP 1 | $ 30.79 | 23.20 |
| GROUP 1-a | $ 31.01 | 23.20 |
| GROUP 1-c | $ 30.84 | 23.20 |
| GROUP 1-e | $ 31.34 | 23.20 |
| GROUP 1-f | $ 30.37 | 23.20 |
| GROUP 2 | $ 30.64 | 23.20 |
| GROUP 3 | $ 30.54 | 23.20 |
| GROUP 4 | $ 24.23 | 23.20 |
| See groups 1-b and 1-d under laborer classifications. | | |
| LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:) | | |
| (1) New Construction | $ 30.54 | 23.20 |
| (2) Establishment Warranty Period | $ 24.23 | 23.20 |
| LABORER (GUNITE - AREA A:) | | |
| GROUP 1 | $ 30.75 | 22.31 |
| GROUP 2 | $ 30.25 | 22.31 |
| GROUP 3 | $ 29.66 | 22.31 |
| GROUP 4 | $ 29.54 | 22.31 |
| LABORER (WRECKING - AREA A:) | | |
| GROUP 1 | $ 30.79 | 23.20 |
| GROUP 2 | $ 30.64 | 23.20 |

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified

hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work

performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0270-011 07/01/2017

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (Plaster Tender)..... | $ 34.70 | 21.22 |

Work on a swing stage scaffold: $1.00 per hour additional.
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LABO0294-001 07/01/2018

FRESNO, KINGS AND MADERA COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (Brick) | | |
| Mason Tender-Brick..... | $ 31.20 | 22.20 |

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LABO0294-002 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) | | |
| Escort Driver, Flag Person.. | $ 29.54 | 23.65 |
| Traffic Control Person I.... | $ 29.84 | 23.65 |
| Traffic Control Person II... | $ 27.34 | 23.65 |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0294-005 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

| | Rates | Fringes |
|---|---|---|
| Tunnel and Shaft Laborers: | | |
| GROUP 1 | $ 37.82 | 24.11 |
| GROUP 2 | $ 37.59 | 24.11 |
| GROUP 3 | $ 37.34 | 24.11 |
| GROUP 4 | $ 36.89 | 24.11 |
| GROUP 5 | $ 36.35 | 24.11 |
| Shotcrete Specialist | $ 38.34 | 24.11 |

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0294-008 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:) | | |
| Construction Specialist | | |

Group.....$ 30.49 23.20
GROUP 1.....$ 29.79 23.20
GROUP 1-a.....$ 30.01 23.20
GROUP 1-c.....$ 29.84 23.20
GROUP 1-e.....$ 30.34 23.20
GROUP 1-f.....$ 30.37 23.20
GROUP 2.....$ 29.64 23.20
GROUP 3.....$ 29.54 23.20
GROUP 4.....$ 23.23 23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)
(1) New Construction.....$ 29.54 23.20
(2) Establishment Warranty Period.....$ 23.23 23.20

LABORER (GUNITE - AREA B:)
GROUP 1.....$ 29.75 22.31
GROUP 2.....$ 29.25 22.31
GROUP 3.....$ 28.66 22.31
GROUP 4.....$ 28.54 22.31

LABORER (WRECKING - AREA B:)
GROUP 1.....$ 29.79 23.20
GROUP 2.....$ 29.64 23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

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Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the

depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0294-010 07/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

| | Rates | Fringes |
|---|---|---|
| Plasterer tender | $ 32.02 | 23.00 |

Work on a swing stage scaffold: $1.00 per hour additional.

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LABO0294-011 07/01/2017

FRESNO, KINGS, AND MADERA COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (Plaster Tender) | $ 31.02 | 22.52 |

Work on a swing stage scaffold: $1.00 per hour additional.

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LABO0304-002 06/25/2018

ALAMEDA COUNTY

| | Rates | Fringes |
|---|---|---|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) | | |
| Escort Driver, Flag Person | $ 30.54 | 23.65 |
| Traffic Control Person I | $ 30.84 | 23.65 |
| Traffic Control Person II | $ 28.34 | 23.65 |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0304-003 06/26/2017

ALAMEDA COUNTY

| | Rates | Fringes |
|---|---|---|
| Tunnel and Shaft Laborers: | | |
| GROUP 1 | $ 36.60 | 24.83 |
| GROUP 2 | $ 36.37 | 24.83 |
| GROUP 3 | $ 36.12 | 24.83 |
| GROUP 4 | $ 35.67 | 24.83 |
| GROUP 5 | $ 35.13 | 24.83 |
| Shotcrete Specialist | $ 37.12 | 24.83 |

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0304-004 06/25/2018

ALAMEDA COUNTY

| | Rates | Fringes |
|---|---|---|
| LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:) | | |
| Construction Specialist Group | $ 31.49 | 23.20 |
| GROUP 1 | $ 30.79 | 23.20 |
| GROUP 1-a | $ 31.01 | 23.20 |
| GROUP 1-c | $ 30.84 | 23.20 |
| GROUP 1-e | $ 31.34 | 23.20 |
| GROUP 1-f | $ 30.37 | 23.20 |

GROUP 2.....$ 30.64 23.20
GROUP 3.....$ 30.54 23.20
GROUP 4.....$ 24.23 23.20
See groups 1-b and 1-d under laborer classifications.
LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)
(1) New Construction.....$ 30.54 23.20
(2) Establishment Warranty
Period.....$ 24.23 23.20
LABORER (GUNITE - AREA A:)
GROUP 1.....$ 30.75 22.31
GROUP 2.....$ 30.25 22.31
GROUP 3.....$ 29.66 22.31
GROUP 4.....$ 29.54 22.31
LABORER (WRECKING - AREA A:)
GROUP 1.....$ 30.79 23.20
GROUP 2.....$ 30.64 23.20

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No

joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0304-005 05/01/2018

ALAMEDA COUNTY

| | Rates | Fringes |
|---|---|---|
| Brick Tender | $ 35.37 | 20.70 |

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

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LABO0304-008 07/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

| | Rates | Fringes |
|---|---|---|
| Plasterer tender | $ 34.70 | 23.11 |

Work on a swing stage scaffold: $1.00 per hour additional.

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LABO0324-002 06/25/2018

CONTRA COSTA COUNTY

| | Rates | Fringes |
|---|---|---|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) | | |
| Escort Driver, Flag Person | $ 30.54 | 23.65 |
| Traffic Control Person I | $ 30.84 | 23.65 |
| Traffic Control Person II | $ 28.34 | 23.65 |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0324-006 06/25/2018

CONTRA COSTA COUNTY

| | Rates | Fringes |
|---|---|---|

Tunnel and Shaft Laborers:

| | | |
|---|---|---|
| GROUP 1 | $ 37.82 | 24.11 |
| GROUP 2 | $ 37.59 | 24.11 |
| GROUP 3 | $ 37.34 | 24.11 |
| GROUP 4 | $ 36.89 | 24.11 |
| GROUP 5 | $ 36.35 | 24.11 |
| Shotcrete Specialist | $ 38.34 | 24.11 |

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0324-012 06/25/2018

CONTRA COSTA COUNTY

| | Rates | Fringes |
|---|---|---|
| LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:) | | |
| Construction Specialist Group | $ 31.49 | 23.20 |
| GROUP 1 | $ 30.79 | 23.20 |
| GROUP 1-a | $ 31.01 | 23.20 |
| GROUP 1-c | $ 30.84 | 23.20 |
| GROUP 1-e | $ 31.34 | 23.20 |
| GROUP 1-f | $ 30.37 | 23.20 |
| GROUP 1-g | $ 30.99 | 23.20 |
| GROUP 2 | $ 30.64 | 23.20 |
| GROUP 3 | $ 30.54 | 23.20 |
| GROUP 4 | $ 24.23 | 23.20 |

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULURAL & LANDSCAPE
LABORERS - AREA A:)

| | | |
|---|---|---|
| (1) New Construction | $ 30.54 | 23.20 |
| (2) Establishment Warranty Period | $ 24.23 | 23.20 |

LABORER (GUNITE - AREA A:)

| | | |
|---|---|---|
| GROUP 1 | $ 30.75 | 22.31 |
| GROUP 2 | $ 30.25 | 22.31 |
| GROUP 3 | $ 29.66 | 22.31 |
| GROUP 4 | $ 29.54 | 22.31 |

LABORER (WRECKING - AREA A:)

| | | |
|---|---|---|
| GROUP 1 | $ 30.79 | 23.20 |
| GROUP 2 | $ 30.64 | 23.20 |

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter;

Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade

checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

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LABO0324-014 05/01/2018

CONTRA COSTA COUNTY:

| | Rates | Fringes |
|---|---|---|
| Brick Tender | $ 35.37 | 20.70 |

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

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LABO0324-018 07/01/2018

ALAMEDA AND CONTRA COSTA COUNTIES:

| | Rates | Fringes |
|---|---|---|
| Plasterer tender | $ 37.14 | 22.32 |

Work on a swing stage scaffold: $1.00 per hour additional.

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LABO1130-002 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) | | |
| Escort Driver, Flag Person | $ 29.54 | 23.65 |
| Traffic Control Person I | $ 29.84 | 23.65 |
| Traffic Control Person II | $ 27.34 | 23.65 |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO1130-003 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

| | Rates | Fringes |
|---|---|---|
| Tunnel and Shaft Laborers: | | |
| GROUP 1 | $ 36.60 | 24.83 |
| GROUP 2 | $ 36.37 | 24.83 |
| GROUP 3 | $ 36.12 | 24.83 |
| GROUP 4 | $ 35.67 | 24.83 |
| GROUP 5 | $ 35.13 | 24.83 |
| Shotcrete Specialist | $ 37.12 | 24.83 |

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO1130-005 07/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| Mason Tender-Brick | $ 31.20 | 22.20 |

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LABO1130-007 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:) | | |
| Construction Specialist Group | $ 30.49 | 23.20 |
| GROUP 1 | $ 29.79 | 23.20 |
| GROUP 1-a | $ 30.01 | 23.20 |
| GROUP 1-c | $ 29.84 | 23.20 |
| GROUP 1-e | $ 30.34 | 23.20 |
| GROUP 1-f | $ 29.37 | 23.20 |
| GROUP 2 | $ 29.64 | 23.20 |
| GROUP 3 | $ 29.54 | 23.20 |
| GROUP 4 | $ 23.23 | 23.20 |
| See groups 1-b and 1-d under laborer classifications. | | |
| LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:) | | |
| (1) New Construction | $ 29.54 | 23.20 |
| (2) Establishment Warranty Period | $ 23.23 | 23.20 |
| LABORER (GUNITE - AREA B:) | | |
| GROUP 1 | $ 29.75 | 22.31 |
| GROUP 2 | $ 29.25 | 22.31 |
| GROUP 3 | $ 28.66 | 22.31 |
| GROUP 4 | $ 28.54 | 22.31 |
| LABORER (WRECKING - AREA B:) | | |
| GROUP 1 | $ 29.79 | 23.20 |
| GROUP 2 | $ 29.64 | 23.20 |

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified

hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work

performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO1130-008 07/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

| | Rates | Fringes |
|---|---|---|
| Plasterer tender | $ 32.02 | 23.00 |

Work on a swing stage scaffold: $1.00 per hour additional.

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LABO1130-009 07/01/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (Plaster Tender) | $ 32.02 | 23.00 |

Work on a swing stage scaffold: $1.00 per hour additional.

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* PAIN0016-001 01/01/2019

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

| | Rates | Fringes |
|---|---|---|
| Painters: | $ 42.67 | 24.03 |

PREMIUMS:

EXOTIC MATERIALS - $0.75 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

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PAIN0016-003 01/01/2018

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

| | Rates | Fringes |
|---|---|---|
| Drywall Finisher/Taper | | |
| AREA 1 | $ 45.16 | 26.74 |
| AREA 2 | $ 41.03 | 25.34 |

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PAIN0016-012 01/01/2019

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

| | Rates | Fringes |
|---|---|---|
| SOFT FLOOR LAYER | $ 48.60 | 27.43 |

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* PAIN0016-015 01/01/2019

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

| | Rates | Fringes |
|---|---|---|
| PAINTER | | |
| Brush | $ 33.68 | 20.24 |

FOOTNOTES:
SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.00 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground

or water level $6.00 additional per hour.

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* PAIN0016-022 01/01/2019

SAN FRANCISCO COUNTY

| | Rates | Fringes |
|---|---|---|
| PAINTER | $ 46.29 | 24.03 |

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PAIN0169-001 01/01/2018

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

| | Rates | Fringes |
|---|---|---|
| GLAZIER | $ 35.00 | 26.26 |

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* PAIN0169-005 01/01/2019

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

| | Rates | Fringes |
|---|---|---|
| GLAZIER | $ 50.03 | 28.19 |

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* PAIN0294-004 01/01/2019

FRESNO, KINGS AND MADERA COUNTIES

| | Rates | Fringes |
|---|---|---|
| PAINTER | | |
| Brush, Roller | $ 30.53 | 19.11 |
| Drywall Finisher/Taper | $ 34.87 | 23.68 |

FOOTNOTE:
Spray Painters & Paperhangers recive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

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PAIN0294-005 01/01/2018

FRESNO, KINGS & MADERA

| | Rates | Fringes |
|---|---|---|
| SOFT FLOOR LAYER | $ 31.49 | 20.48 |

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* PAIN0767-001 01/01/2019

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

| | Rates | Fringes |
|---|---|---|
| GLAZIER | $ 38.47 | 28.40 |

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

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PAIN1176-001 01/01/2017

HIGHWAY IMPR0VEMENT

| | Rates | Fringes |
|---|---|---|
| Parking Lot Striping/Highway Marking: | | |
| GROUP 1 | $ 34.41 | 16.31 |
| GROUP 2 | $ 29.25 | 16.31 |
| GROUP 3 | $ 29.59 | 16.31 |

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

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PAIN1237-003 10/01/2018

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

| | Rates | Fringes |
|---|---|---|
| SOFT FLOOR LAYER | $ 36.81 | 21.51 |

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PLAS0066-002 07/01/2017

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

| | Rates | Fringes |
|---|---|---|
| PLASTERER | $ 40.51 | 27.13 |

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PLAS0300-001 07/01/2018

| | Rates | Fringes |
|---|---|---|
| PLASTERER | | |
| AREA 188: Fresno | $ 32.70 | 31.68 |
| AREA 224: San Benito, Santa Clara, Santa Cruz | $ 32.88 | 31.68 |
| AREA 295: Calaveras & San Joaquin Couonties | $ 32.70 | 31.68 |
| AREA 337: Monterey County | $ 32.88 | 31.68 |
| AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties | $ 32.70 | 31.68 |

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PLAS0300-005 07/01/2017

| | Rates | Fringes |
|---|---|---|
| CEMENT MASON/CONCRETE FINISHER | $ 33.49 | 23.67 |

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PLUM0038-001 07/01/2018

SAN FRANCISCO COUNTY

| | Rates | Fringes |
|---|---|---|
| PLUMBER (Plumber, Steamfitter, Refrigeration Fitter) | $ 72.00 | 41.94 |

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PLUM0038-005 07/01/2018

SAN FRANCISCO COUNTY

| | Rates | Fringes |
|---|---|---|
| Landscape/Irrigation Fitter (Underground/Utility Fitter) | $ 61.20 | 30.17 |

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PLUM0062-001 01/01/2019

MONTEREY AND SANTA CRUZ COUNTIES

| | Rates | Fringes |
|---|---|---|
| PLUMBER & STEAMFITTER | $ 43.05 | 33.44 |

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PLUM0159-001 07/01/2018

CONTRA COSTA COUNTY

| | Rates | Fringes |
|---|---|---|
| Plumber and steamfitter | | |
| (1) Refrigeration | $ 59.42 | 35.94 |

(2) All other work.....$ 55.92 34.44

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PLUM0246-001 01/01/2019

FRESNO, KINGS & MADERA COUNTIES

| | Rates | Fringes |
|---|---|---|
| PLUMBER & STEAMFITTER | $ 40.15 | 32.64 |

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PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

| | Rates | Fringes |
|---|---|---|
| PLUMBER (PIPE TRADESMAN) | $ 13.00 | 10.74 |

PIPE TRADESMAN SCOPE OF WORK:
Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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PLUM0342-001 07/01/2018

ALAMEDA & CONTRA COSTA COUNTIES

| | Rates | Fringes |
|---|---|---|
| PIPEFITTER | | |
| CONTRA COSTA COUNTY | $ 58.68 | 42.40 |
| PLUMBER, PIPEFITTER, STEAMFITTER | | |
| ALAMEDA COUNTY | $ 58.68 | 42.40 |

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PLUM0355-004 07/01/2018

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

| | Rates | Fringes |
|---|---|---|
| Underground Utility Worker /Landscape Fitter | $ 27.10 | 16.30 |

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PLUM0393-001 07/01/2018

SAN BENITO AND SANTA CLARA COUNTIES

| | Rates | Fringes |
|---|---|---|
| PLUMBER/PIPEFITTER | $ 62.66 | 41.93 |

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PLUM0442-001 01/01/2019

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

| | Rates | Fringes |
|---|---|---|
| PLUMBER & STEAMFITTER | $ 42.25 | 30.64 |

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PLUM0467-001 07/01/2018

SAN MATEO COUNTY

| | Rates | Fringes |
|---|---|---|
| Plumber/Pipefitter/Steamfitter | $ 65.11 | 35.25 |

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ROOF0027-002 01/01/2019

FRESNO, KINGS, AND MADERA COUNTIES

| | Rates | Fringes |
|---|---|---|
| ROOFER | $ 28.21 | 14.21 |

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

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ROOF0040-002 09/21/2018

SAN FRANCISCO & SAN MATEO COUNTIES:

| | Rates | Fringes |
|---|---|---|
| ROOFER | $ 39.88 | 18.72 |

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ROOF0081-001 08/01/2018

ALAMEDA AND CONTRA COSTA COUNTIES:

| | Rates | Fringes |
|---|---|---|
| Roofer | $ 39.40 | 17.58 |

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ROOF0081-004 08/01/2018

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

| | Rates | Fringes |
|---|---|---|
| ROOFER | $ 39.40 | 17.58 |

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ROOF0095-002 08/30/2018

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

| | Rates | Fringes |
|---|---|---|
| ROOFER | | |
| Journeyman | $ 42.59 | 18.89 |
| Kettle person (2 kettles); Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker | $ 44.59 | 18.89 |

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* SFCA0483-001 01/01/2019

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

| | Rates | Fringes |
|---|---|---|
| SPRINKLER FITTER (FIRE) | $ 63.52 | 31.17 |

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SFCA0669-011 04/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

| | Rates | Fringes |
|---|---|---|
| SPRINKLER FITTER | $ 38.85 | 21.87 |

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SHEE0104-001 07/02/2018

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER | | |
| AREA 1: | | |
| Mechanical Contracts under $200,000 | $ 51.87 | 37.91 |
| All Other Work | $ 59.11 | 38.51 |
| AREA 2 | $ 48.90 | 32.70 |
| AREA 3 | $ 51.21 | 30.26 |

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SHEE0104-003 07/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES:

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER | $ 40.34 | 32.80 |

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SHEE0104-005 07/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER (Excluding metal deck and siding) | $ 38.40 | 35.69 |

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SHEE0104-007 07/01/2018

FRESNO, KINGS, AND MADERA COUNTIES:

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER | $ 38.49 | 35.65 |

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SHEE0104-015 07/01/2017

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER (Metal Decking and Siding only) | $ 37.53 | 32.10 |

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SHEE0104-018 07/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

| | Rates | Fringes |
|---|---|---|
| Sheet metal worker (Metal decking and siding only) | $ 39.93 | 32.70 |

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TEAM0094-001 07/01/2018

| | Rates | Fringes |
|---|---|---|
| Truck drivers: | | |
| GROUP 1 | $ 31.68 | 27.86 |
| GROUP 2 | $ 31.98 | 27.86 |
| GROUP 3 | $ 32.28 | 27.86 |
| GROUP 4 | $ 32.63 | 27.86 |
| GROUP 5 | $ 32.98 | 27.86 |

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.

Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

I. General
II. Nondiscrimination
III. No segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

**III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

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**IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

**1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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**2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**4. Apprentices and trainees**

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

(1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements

**VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

FHWA-1273 -- Revised May 1, 2012

Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

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

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

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

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

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

* * * * *

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

3.The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which

(https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

exceed information of participant is not required to exceed that which is $100,000 and that all such recipients shall certify and disclose accordingly.

# ATTACHMENT 2

PROJECT MAP

# PROJECT MAP


DOUBLE TREE WAY
GRANADA DR.
SCHNOOR AVE
THOMAS JEFFERSON MIDDLE SCHOOL
SUNSETAVE
MAINBERRY DR.
FAIRVIEW AVE
ROTAN AVE
PINE ST
LEGEND
NEW SIDEWALK IMPROVEMENTS
PEDESTRIAN MEDIAN REFUGE

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

**Council Meeting of:** August 7, 2019
**Agenda Number:** C-3

**SUBJECT:**
Consideration of a Resolution Approving an At-Will Employment Agreement with Alicia Gonzales to Serve as City Clerk of the City of Madera

**RECOMMENDATION:**
It is recommended the City Council (Council) adopt the resolution approving the At-Will Employment Agreement with Alicia Gonzales to serve as City Clerk and authorize the Mayor to execute the Agreement.

Pursuant to Government Code § 54953(c)(3), prior to taking action on this item, the Council must publicly announce a summary of the action being considered.

**Announcement** - *If approved, the proposed City Clerk At-Will Employment Agreement would employ Alicia Gonzales as the City Clerk effective August 26, 2019 with an annual salary of $69,026.40 based on Step A of the published salary range for the position. Other terms and conditions of employment are as stated in the employment agreement.*

**SUMMARY:**
Following the retirement of the former City Clerk, the City conducted an open, competitive recruitment to fill the position. The Council reviewed all applications submitted and interviewed the top candidates based on this review. From these interviews, Council offered the position of City Clerk to Alicia Gonzales. Ms. Gonzales accepted the offer of employment.

**DISCUSSION:**
Former City Clerk Sonia Alvarez retired in March 2019. Per Council direction, staff conducted an open, competitive recruitment. Advertisements were placed both online and in print media with a Statewide reach. The Council reviewed applications received and selected the top five (5) candidates for interviews. Of these candidates, Council selected Ms. Gonzales as their top candidate for the City Clerk position.

The City Clerk position is an at-will, direct report to the City Council. As such, the individual appointed to this position is employed under an at-will employment agreement. Council offered and Ms. Gonzales accepted the following terms and conditions of employment, consistent with other management agreements. The At-Will Employment Agreement capturing these provisions is attached as Exhibit 1 to the resolution contemplated with this report.

**Employment Agreement Term**

- 3 years

**Salary**

| Annual Salary: Range 419 on City of Madera Schedule M | | | | | |
|---|---|---|---|---|---|
| Step A | Step B | Step C | Step D | Step E | Step F |
| $69,026.40 | $72,489.18 | $76,104.72 | $79,911.23 | $83,908.70 | $88,109.87 |

**Severance & Termination**

- 1 ½ months salary & health benefits severance
- Employee may be terminated by majority vote of the City Council

**Paid Leave**

- Vacation – accrues based on years of service; maximum accrued balance will be 360 hours. Employee also receives an 8-hour credit to vacation each year on the employee's hire anniversary date.
    - Vacation Cash-out: Employee may cash-out unused vacation once per year if vacation balance is at least 160 hours.
        - 0-5 years of service – 40 hours
        - 6+ years of service – 80 hours
- Sick leave – accrues each pay cycle; no cap on accrual. After 5 years of City service, employee may cash-out unused sick leave with positive separation or retirement at the rate of 1% for each year of service to a maximum of 30%.
    - Family Sick Leave - Up to 48 hours of sick leave may be used each year for family.
- Administrative Leave – 40 hours credited each July 1. Not available for carryover or cash-out. New City Clerk will receive a pro-rated amount of Administrative Leave for the fiscal year based on start date.
- Holidays – The City observes 11 paid 8-hour holidays and 2 paid 4-hour holidays.
- Floating Holiday – Employees with 5-9 years of service are credited with 20 hours of Floating Holiday each July 1; employees with 10+ years of City service are credited with 40 hours of Floating Holiday each July 1. Not available for carryover or cash-out.

**Retirement**

- CalPERS formula will depend on hire date and prior service at a CalPERS agency. Employee pays full Employee Contribution pre-tax (this percent is dependent on the retirement formula).
    - Employee pays 2.375% of base pay towards Employer Contribution.
    - Employee pays for 1959 Survivor Benefit.
- Deferred Compensation – The City offers two 457 Deferred Compensation plans for the employee to choose from and the employee may contribute to the plan of their choice. The City does not make contributions to the deferred compensation plan for management employees.

**Health Insurance**

- Employee will receive the same plan offerings and employer contribution as that received by the City of Madera Mid Management Employee Group.

**Other Benefits**

- City Clerk may elect to receive a City-issued smart phone or use her personal phone and receive a $75/month stipend. If stipend is elected, personal phone number must be publicly available.
- Bereavement Leave: In addition to paid leave available, Employee will receive 3 days of leave per fiscal year in the event of the death of a grandparent, parent, spouse, or child.
- Participation in health after retirement: Employee may elect to continue to purchase health insurance from the City for self and dependents until eligible for Medicare. The cost is equal to the premium plus a 2% admin fee. The City will not contribute to retiree health.
- City paid life/AD&D insurance: $50,000 employee/$5,000 dependent; employee can purchase additional voluntary life insurance for self, spouse and/or dependents through the City's provider through payroll deduction.
- City paid Long Term Disability

**FINANCIAL IMPACT:**

Pay and benefits for the City Clerk position are included in the City's adopted budget. Annual base salary as provided in the Agreement is $69,026.40. Actual total compensation will depend on the enrollment tier selected for health insurance by the individual employee.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Pay and benefits for City 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.

**ALTERNATIVES:**
If the Council does not take action on the resolution, Ms. Gonzales will not be employed as the City Clerk.

**ATTACHMENTS:**
1. Resolution
2. Exhibit 1: City Clerk At-Will Employment Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AT-WILL EMPLOYMENT AGREEMENT WITH ALICIA GONZALES TO SERVE AS CITY OF MADERA CITY CLERK AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Madera conducted an open, competitive recruitment to select the City's next City Clerk; and

WHEREAS, through this process, the City Council identified Alicia Gonzales as the candidate of choice to fill the City Clerk position; and

WHEREAS, Ms. Gonzales desires to fill the position of City Clerk with the City of Madera and has completed all required steps of the hiring process; and

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

WHEREAS, an At-Will Employment Agreement has been negotiated with Ms. Gonzales that sets out the salary and benefits for the offered position and both parties are in agreement on the terms of the At-Will Employment Agreement.

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 At-Will Employment Agreement between the City of Madera and Alicia Gonzales to serve as City Clerk, attached hereto as Exhibit 1, is approved.

3. The Mayor is authorized to execute the Agreement on the City's behalf.

4. This resolution is effective immediately upon adoption.

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

# CITY CLERK AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 7TH day of August, 2019, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Alicia Gonzales (hereinafter referred to as "Employee"), both of whom understand as follows:

## Recitals

WHEREAS, Employer desires to employ the services of Alicia Gonzales 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, Alicia Gonzales 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 3 years commencing on August 26, 2019. The Employer will provide written notice to the Employee on or before May 28, 2022, 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 August 26, 2019, 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 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 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 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 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 collectively determine.

## Section 5: SALARY

Employer agrees to pay the City Clerk for her services rendered pursuant hereto a base salary of $2,654.86 bi-weekly (City of Madera Salary Schedule Range 419, Step A), payable in installments at the same time as the majority of the Employer's employees. The Council may review and adjust said base salary in such amounts and to such extent as the Council determines, consistent with the published City of Madera Salary Schedule publicly adopted by the City Council of the City of Madera.

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 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.

## Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

1. Vacation
   Employee will earn vacation credits, dependent upon the number of years of service with the City, for each pay period Employee is in a paid status at least 50% or more of the period. All accrued vacation is paid to Employee upon retirement, resignation or termination.

| COMPLETED YEARS | NUMBER OF HOURS RECEIVED PER PAY PERIOD |
|---|---|
| 0 through 4 yrs. | 3.6923 hrs. per pay period |
| 5 through 9 yrs. | 4.6156 hrs. per pay period |
| 10 through 14 yrs. | 5.5384 hrs. per pay period |
| 15 through 19 yrs. | 6.1538 hrs. per pay period |
| 20 plus yrs. | 6.4615 hrs. per pay period |

The maximum vacation Employee is allowed to accumulate is 360 hours.

Each employee shall receive the date known as the "employee anniversary date" as a vacation day. This day shall be added to vacation time at a straight time rate. Credit for the day will not be given until the employee's anniversary date has passed and is in addition to the above accrual schedule.

Employee may request to cash out vacation once each fiscal year. To be eligible for such cash out provision, employees must have a vacation balance of at least 160 hours at the time of request. Requests must be made in writing to the Payroll Specialist at least 15 days in advance and such requests will be paid on a regular pay date of the City. Employees with 0-5 years of City services are eligible to request up to 40 hours of vacation cash out. Employees with 6 or more years of City service are eligible to request up to 80 hours of vacation cash out.

2. Sick Leave

Sick leave, with pay, accrues at the rate of 3.6923 hours per pay period an employee is in a paid status at least 50% or more of the period. Rules governing sick leave use and eligibility are noted in the City of Madera Personnel Rules and Regulations.

In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided in this Agreement.

Employee may cash out sick leave at the rate of 1% a year for each year of service up to a maximum of 30% for 30 years. To be eligible, employees must be employed with the City on a full time basis for a minimum of five years. The cash out provision of sick leave pertains only to retirements and positive terminations. Negative terminations (discharge) are not eligible for cash out of sick leave. An employee has the option to convert 100% of the remaining sick leave upon retirement to CalPERS service credit.

3. Family Sick Leave
   Sick Leave may be used up to the limit of forty-eight hours each calendar year:

   3.1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

      3.1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)

      3.1.2. Spouse or Registered Domestic Partner

      3.1.3. 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.)

      3.1.4. Grandparent

      3.1.5. Grandchild.

      3.1.6. Sibling.

   3.2. 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:

      3.2.1. A temporary restraining order or restraining order.

      3.2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

      3.2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

      3.2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

      3.2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

      3.2.6. 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 leave is a part of Sick Leave accrual, not in addition to, the 12 days (96 hours) of Sick Leave earned per year. 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.

All other provisions for use of Sick Leave by the employee also apply to Family Sick Leave use. This includes, but is not limited to, the Sick Leave section of the Personnel Rules and Regulations.

4. Administrative Leave
   In recognition of the fact that Employee is expected to work all reasonable hours necessary to accomplish assigned tasks he will be credited with five days (40 hours) of Administrative Leave at the beginning of each fiscal year. This leave may not be carried over or cashed out and shall be taken under the same conditions as vacation leave. It is recognized that such time is not intended to provide an hour for hour or greater leave for actual hours worked over those scheduled, but is a benefit in recognition of duty requirements.

5. Holidays
   The following (8) hour days are established as holidays with pay: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.

   The parties agree that the following half days (4 hours) are established as partial holidays with pay: Good Friday and the last work day prior to Christmas or New Year’s Day.

   The parties agree that to be eligible to receive a paid holiday, the employee must be in a paid status on the scheduled work day either immediately preceding the identified holiday or on the scheduled work day immediately following the identified holiday.

   In addition to the City observed holidays outlined above, Employee will receive floating holiday leave hours. Said leave hours shall be credited to the employee on July 1 of each fiscal year, may not be carried over or cashed out, and shall be taken under the same conditions as vacation leave. Employees with 5-9 years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 20 hours of floating holiday leave. Employees with 10 or more years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 40 hours of floating holiday 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. The benefit plans offered by Employer and the monthly benefit allowance received by Employee from Employer will be equal to the benefit plans offered to and monthly benefit allowance received by employees represented by the Mid Management Employee Group.

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. 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.

E. 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 retiree's 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.

F. Other

The Council 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 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' 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: Council, City of Madera, 205 West Fourth Street, Madera CA 93637
Employee: 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 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 26, 2019.

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 Interim City Clerk, and Alicia Gonzales has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

Alicia Gonzales

CITY OF MADERA

Andrew J. Medellin, Mayor

ATTEST

Claudia Mendoza, Interim City Clerk