

**REGULAR MEETING
OF THE MADERA CITY COUNCIL**
205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

**Wednesday, June 3, 2015
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER

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

INVOCATION: Pastor Randy Brannon, Grace Community Church

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENT:

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

PRESENTATIONS PG&E Sponsorship Check for Movies in the Park and Cooling Centers

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

B-1 Minutes – 3/24/15

B-2 Information Only – Warrant Disbursement Report

- B-3 Consideration of a Resolution Approving a Food Service Agreement with Madera Unified School District to Provide Meals to Eligible Youth During the Summer Food Service Program and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mary Anne Seay)
- B-4 Consideration of a Resolution Approving a Consultant Services Agreement with Madera Unified School District (MUSD) for Partial Administration of the District's Fiscal Year 2015-16 After School Program and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mary Anne Seay)
- B-5 Consideration of a Resolution Approving an Agreement Between Connie and Robert Gowin Jr and the City of Madera for Reimbursement Through the Sidewalk Repair Cost Assistance Program (Report by Dave Randall)
- B-6 Consideration of a Resolution Approving an Agreement for Services with the Madera County Economic Development Commission to Administer a Small Business Revolving Loan Program from July 1, 2015 to June 30, 2020 (Report by Daniel Abdella)
- B-7 Consideration of a Resolution Approving the Award of Contract for Surface Seals at Various Streets City Project No. ST 14-08 in the Amount of \$384,267.65 to Telfer Highway Technologies, Authorizing Construction Contingencies of Up to 10% and Construction Inspection and Management of Up to 10% as Approved by the City Engineer, and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Keith Helmuth)
- B-8 Consideration of a Resolution of the City Council, of the City of Madera, California, Approving a Subordination Request for Eustorgio and Flaviana Ramirez for a CalHome and Home First Time Home Buyer Loan and Authorizing the City Administrator to Sign on Behalf of the City of Madera (Report by Daniel Abdella)
- B-9 Consideration of a Resolution Approving Applications for Transportation Development Act-Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2015/16 and Authorizing the City Engineer to Execute and Submit the Applications to the Madera County Transportation Commission (Report by Keith B. Helmuth)
- B-10 Consideration of Resolutions Adopting 2015/2016 Community Development Block Grant Agreements for Services as follows: (Report by Daniel Abdella)
 - A. The Community Action Partnership of Madera County to Coordinate with the Fresno/Madera Continuum of Care
 - B. The Madera County Workforce Investment Corporation to Provide Scholarships for Adults Learning and Training
 - C. The City of Madera Parks and Community Services Department to Provide Nutrition, Fitness, Recreation and Education Services to Seniors
 - D. The Madera Coalition for Community Justice to Coordinate the Resilient Madera Program
 - E. The City of Madera Public Works Department to Provide Graffiti Removal Services
 - F. The City of Madera Parks and Community Services Department for Americans with Disabilities Act Improvements at Community Centers

- B-11 Consideration of a Resolution Authorizing the Submission of Applications to the Edward Byrne Memorial Justice Assistance Grant Program FY 2015 Local Solicitation (Report by Daniel Abdella)
- B-12 Consideration of a Resolution Approving Amendment No. 1 to Local Agency-State Agreement No. BTA1011-06-MAD-01 for Bicycle Transportation Account Funding for the Fresno River Trail Under Gateway Drive and UPRR and Authorizing the Mayor to Execute the Amendment on Behalf of the City (Report by Keith Helmuth)
- B-13 Consideration of a Resolution Approving an Agreement with Fresno Networks, LLC for Consulting and Technology Services to Assist the City of Madera Information Services Department with Projects and Workload, and Authorizing the Mayor to Execute the Agreement (Report by Ted Uyesaka)
- B-14 Consideration of a Resolution Approving an Amendment and Extension to the Community Development Block Grant Agreement for Services for Sewer Facility Improvements and Authorizing the Mayor Pro Tem to Sign the Amendment/Extension (Report by Daniel Abdella)
- B-15 Consideration of a Resolution Approving an Administrative Policy on Paid Sick Leave for Part Time, Temporary and Seasonal Employees (Report by Wendy Silva)
- B-16 Consideration of a Resolution Approving Health, Dental and Vision Insurance Providers for Fiscal Year 2015-16 and Authorizing the City Administrator to Execute any Agreements or Related Documents (Report by Wendy Silva)

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

- C-1 Public Hearing and Consideration of a Resolution Approving the Measure 'T' Annual Expenditure Plan for Fiscal Year 2015/16 and Authorizing the City Engineer to Submit the Plan to the Madera County Transportation Authority for Adoption (Report by Keith Helmuth)
- C-2 Second Reading and Consideration of Adoption of an Ordinance Amending Chapter 5 of Title V of the Madera Municipal Code Regarding Water Regulations (Report by Dave Randall)

D. WRITTEN COMMUNICATIONS

- D-1 Request from Modesto City Council to Consider Adopting a Resolution Recognizing the San Joaquin River Valley as a Travel and Tourism Destination to Promote Economic Development Opportunities (Council Member Robinson)

E. ADMINISTRATIVE REPORTS

- E-1 Report and Request for Direction on Possible Changes to the City of Madera Typical Street Cross Sections (Report by Keith Helmuth)

F. COUNCIL REPORTS

G. CLOSED SESSION

- G-1 Closed Session Announcement – City Attorney

- G-2 Conference with Legal Counsel – ANTICIPATED LITIGATION. Potential litigation pursuant to Government Code § 54956.9 (d)(2).

Number of potential cases: 7

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

Names of cases:

1. *Lana Williams v. City of Madera, USDC 1:12-cv-01888-AWI-GSA/ USCA 13-15343*
2. *Lavon Coles v. City of Madera, MCV070152*
3. *Teresa Polston v. City of Madera, MCV064397*
4. *Robert Ornelas v. City of Madera, MCV062108*
5. *Seymour v. City of Madera, MCV063063*
6. *Victoriano Garcia v. City of Madera, USDC 1:13cv07193-LJO-MJS*
7. *Corrina Gallardo v. City of Madera, MCV069724*
8. *Patricia Boyce v. City of Madera, MCV067905*
9. *City v. NRM, dba Centrifuge World, MCV064526*
10. *City v. Roberts, MCV062827*
11. *Roberts v. City of Madera, MCV062827*
12. *JHS v. City of Madera, MCV068141*
13. *Spartan Holdings, LLC v. City of Madera, MSC008456*
14. *Bank of New York Mellon v. City of Madera, MCV069729*

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

Agency Designated Representatives: David Tooley and Wendy Silva

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

- G-5 Closed Session Report – City Attorney

ADJOURNMENT – Next regular meeting June 17, 2015

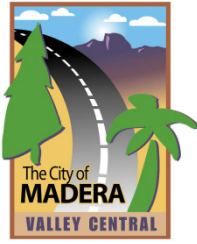
Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.

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

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

I, Sonia Alvarez, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the regular meeting of the Madera City Council for June 3, 2015, near the front entrances of City Hall at 3:00 p.m. on May 29, 2015.


Sonia Alvarez, City Clerk



**MINUTES OF A SPECIAL MEETING
OF THE MADERA CITY COUNCIL
CITY OF MADERA, CALIFORNIA**

**March 24, 2015
12:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER

The special meeting for 3/24/15 was called to order by Mayor Poythress at 12:00 p.m.

ROLL CALL:

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

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director David Randall.

PUBLIC COMMENT:

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

No comments were offered.

AGENDA ITEMS

1. Workshop to Discuss Financial Plans and Receive Direction from Council Regarding the Establishment of Water and Sewer User Fee Rates

Public Works Operations Director Dave Randall stated he won't belabor it with a lot. They have his staff report which tells sort of how they got here. He noted that it obviously is a very important issue and that is why they have taken the time out of their day to get here. He advised that with them today is Habib Isaac from Raftelis, the firm they hired to go through this process. He commented that to date it has involved an awful lot of efforts from all the different departments pulling together data, looking at the various issues, looking at the CIP, the capital projects, looking at all the utility data, etc. so there is a lot of data that has gone into that. He advised that today's meeting is to look at some of the principles of what they are talking about, look at some of the options and give some direction to staff so that the consultants can go back, come up with a set of rates that will be brought back to Council. At that time they will acknowledge that they are ok with the specific rates then they get published for 45 days. He noted that is

the public's opportunity to be forewarned and then after that 45 days they hold the 218 hearing where they can decide whether or not they want to accept it. He commented that the public also has that opportunity to file protest to the rates. He stated that unlike the lighting and landscaping districts, they don't need a majority of a vote. They just have to not have more than 50% of the utility users file protests which they don't think would be the case but you never know. Mr. Randall introduced Mr. Isaac.

Habib Isaac stated he is a manager at Raftelis and this is all they focus on water, wastewater, and stormwater. He has a background in applied mathematics so they can imagine they are very fun to hang out with at conferences. In all seriousness he is going to go over the City's current financials of the utilities as its own separate enterprise funds, show what their current position is, show the most appropriate way where they want to be in the next 3 to 5 years, even looking farther out in 10 years. He commented that the Prop 218 noticing period is usually 5 year increments but they don't want to leave the City in a situation where in years 6 or something, something huge is coming online and they didn't look a couple years farther out to set them up for success. From there he will take one of the scenarios he came up with in terms of financial plan and use that scenario to show them how rates are developed. He commented that these are just preliminary rates and based on the feedback today there might be refinements. They still need to do their internal quality review, assurance and then based on the feedback they get they will calibrate it and then provide the City with what will be the final rates for consideration prior to the Prop 218 notice.

Mr. Isaac advised that they are going to review the water and sewer financial plans. As he mentioned, their current position as well as the 5/10 year outlook and also they came up with some scenarios because they can get to the end results many different ways so they came up with two viable options. With sewer, the City is in a pretty good situation right now so it looks like coming up with multiple options wasn't really necessary and he will show them what that scenario is as well. When they look at the scenarios they are going to look at what is the effect on the utility primarily before they even talk about rates. He wants them to understand the utilities health so then when they look at rates and they see a dollar amount on the rate, if they want to change that, maybe for example it is not palatable to their customers, they know what they are changing on the financial plan that then affects the health of the utility. He noted there are two sides of the coin that they have to balance. They will talk about rate design, what are the recommendations as well as some of the requirements in terms of Prop 218 compliance, and then next steps. He asked that they keep in mind that this is a workshop so besides Q&A at the end, they should feel free to ask questions during the presentation. He noted that it is rather lengthy but it is very thorough and he thinks it will generate good discussion.

Mr. Isaac stated he would start with the water utility. Regarding their current financials there is a slight negative cash flow and this is assuming no rate adjustment. They are just going to stay with their current rates as is and he doesn't believe the City has any further rate adjustments in the future. In 15/16 they also see a deficit and that is what their first year is starting in 15/16, July 1st of this year. He commented that the primary driver of this is the capital improvement expenses. He noted that the City just had their master plans updated and utilities in general are very, very capital intensive so it is very important that they make sure they do collect revenues, not just to fund their capital but also to fund repair and replacement so they reinvest in their system just like they would their house. He referred to debt coverage noting that they do have debt outstanding. There are bond covenants related to what coverage is required and they are not meeting that currently so another thing they want to do is shift, make sure they change their path, and they comply with their bond covenants which is 120% of their debt. He commented that they do have some healthy reserves in both utilities but based on the current position they would end up using their reserves to make up the difference. They will be able to use that but only for basically two years and then it would be depleted primarily because of the capital. Speaking of the capital, in the next 5 years their average annual expense is almost \$6 million. He advised that there is a low of \$1.5 million and a high of \$14 million. He commented that the \$14 million high is related to storage facility improvements.

Mr. Isaac referred to the display may be a little small and stated this is basically the same thing he just discussed but in numeric format. Those are their current revenues. He restated that this is no revenue adjustments as indicated in the title. He pointed to their operating expenses and then there is also their

debt obligations. They will see that after they pay their debt they have a negative balance which means they have to use reserves to cover that. He commented that in terms of O&M they have sufficient revenues to cover their annual expense but the debt is where they take a little hit. He noted that the bottom percentages are their bond covenants. They want to be at 120%. He noted these are things they take into account but there are also reserves that they consider as well because, besides making sure they have enough revenue from a year to year basis, they also want to make sure their utility has healthy reserves. He referred to the next table which shows their two reserves which primarily is their operating reserve and their capital repair and replacement reserve. Currently it is \$7.2 million so the way they set up operating their capital typically, best industry standard is for O&M reserve, they want to have 90 days of cash on hand and that is usually where they want to be if they collect revenue on a monthly basis. If they collect revenue on bi-monthly basis then it is recommended to have 6 months. He advised that is an example. With their capital it is based on their 5 year average so the thought there is that they should have a year's worth of capital in their reserve so then scheduling doesn't become an issue. They continue to schedule the capital as it is needed and they could take care of ebbs and flows in revenues with their reserves. They can see that after the two years they would then have a negative balance in their reserve because they would be depleted mainly because of their capital. He commented that their capital shows up in their repair and replacement reserve. He pointed to the area on the display noting there is a pretty significant dollar amount and that is where their capital is being funded through.

Mr. Isaac commented that besides numerically, another good way to show this is graphically. He referred to the first graph. He noted that the bars represent their operating position. He commented that this does not include capital just their yearly operating. He referred to the green trend line which is their current revenues. They want their revenues to be over the bars and because it is not that is why they see those red color bars underneath the zero line so they have a slight negative balance. He referred to the next graph which is their capital plan. He advised that the bars represent the extent of capital each year. They will see that it really spikes up in years 2021 and the next year. That is where those significant facilities are, the storage facilities. He noted that because it is being funded through their reserve this is a good way to show how it is affecting their utility. They are assuming that capital has to be funded which then means that their capital repair and replacement reserve takes the hit and then it shows as a negative fund balance. They can think about that \$14 million in FYE 2020 that is hitting their reserve as if it is being funded. He noted that money has to come from somewhere.

Mr. Isaac stated these are the things that they want to adjust. They have two financial plan scenarios that gets them to the end result of having healthy reserves and looking at a positive net cash flow. They have a step down adjustments and they have a level adjustments. He explained that the level adjustments, they are able to achieve that by shifting capital improvements. He advised that they don't do any of the shifting themselves but working with City staff they made some adjustments in their capital to be able to mitigate any type of significant revenue adjustments. He stated he would show them the first one, capital as it is, and then the second one.

Mr. Isaac referred to the step down adjustments. He commented that some of the items that they want to achieve is first, they want to have positive net income each fiscal year and then with reserves they want to build them up over the next 5 years which is that Prop 218 noticing period. They want to leave them in a good situation. He commented that in this scenario, the step down adjustments, their minimum reserve requirement of having the 90 days of O&M reserve and the 5 year average of their capital for their repair and replacement reserve is met in year 3. He noted that the capital is funded through a combination of issuing debt as well as pay as you go. For this to even be successful they would need a debt issue in 19/20 to fund that storage facility replacement. He stated that it also makes sense to look at issuing debt as well because of the life of that particular improvement. That useful life is going to be 30 years or more so for it to be equitable to all their customers today and in the future that is where using debt also makes sense so they are not burdening just the customers of today to fund something that significant. He commented that total capital facilities over the 5 year period equals \$32 million just to give them an idea especially when they start looking at the next year when they shift capital. He noted that he already mentioned the storage facility. Also, a big component is that debt coverage is met this next fiscal year. So they are not meeting it today but with these revenue adjustments that they are going to show they meet it in 15/16. Mr. Isaac stated that for these revenue adjustments, he is giving them an idea of the

extent. It would be two years of 30%, 20%, 10%, and 3%, and the first adjustment would occur July 2015. He noted that those are pretty significant numbers. He also wanted to point out that revenue adjustment doesn't mean rate adjustment because their rates are a combination of a monthly fixed charge as well as a variable charge based on usage. He added that it really depends on how much usage they have whether or not they have a 30% increase. He stated that right now today it would translate but they are also going to recommend structuring rates in a tiered structure so then those that use water not as efficient as others pay more for that cost.

Council Member Bompreszi stated that is PG&E, tier 1, tier 2, tier 3.

Mr. Isaac stated that similar to the other graphs of current position, he also likes to show this graphically. He stated that what this is showing is the bars are just those revenue adjustments the 30, 30, 20 and then that green trend line that spikes up and comes back down, that is their bond coverage. It is showing what is their current expected bond coverage. He commented that it makes sense that it spikes up because they are correcting it and then, the reason why it comes down is because they are issuing that new bond issue. He restated that is why it comes back down and then it levels off. It shows that they are meeting their bond covenants if they do decide to issue debt in the future. He noted that they have plenty of time for that and actually that bond issue is even outside the 5 year planning horizon of the notice but just something to be aware of. He referred to the financial position. He noted that now those red colored bars are on top which means surplus funds above their O&M that then allows it to go into their reserves. He showed their capital expense noting that it is the same thing but now what they did is they color code it based on how it is being funded. The green represents pay as you go which is cash on hand and the purple represents that it is being funded through bond proceeds. They can see that they are funding a big portion of the major facility cost through the issuance of bonds so then they get those funds right away and they can take care of that improvement. With reserves, they will see that the red trend line that goes across is their minimum requirement and they are almost hitting in the first few years. Their O&M, their operating reserve, is hitting it every single year, the 90 days, but the slight dips are really just a function of the capital in that year so this is where it makes sense. They have a capital reserve and then they utilize that reserve during times where they need it. It might dip in to fund capital because it is a little bit higher that year but then as long as they see that it recovers and it is still building up then he would recommend that it is ok to see it go slightly underneath. He referred to the spike in the middle which is the 2020. That is where bond proceeds are available and it goes into the reserve to fund capital so it will be used in that year. Mr. Isaac asked if there are any questions on that. No questions were asked.

Mr. Isaac stated where they could come up with something a little bit better, in terms of being more palatable to their customers, in terms of just revenue adjustments. He commented that they will still achieve the same metrics, positive income each fiscal year. He noted that debt coverage 120% is met in the first year. As he mentioned now certain capital projects are deferred to future years so this is from the due diligence of your City staff of what makes sense. He commented that total capital facilities over the 5 year period is now \$17 million. In the previous one it was over \$32 million so there is slight movement. He noted there is still funding for everything but maybe certain items could be shifted for a little bit later. He commented that the storage facility was also shifted over by a year so now it is in year 2021 and that extra year allows them to do lower revenue adjustments that then can build up over time and be ready to be utilized in that year that they need it.

Mr. Isaac referred to reserves. He commented that operating reserves, again just like the other one, is achieved each year. Capital reserve is leveraged to fund projects in certain years and they still have a bond issue but now it is shifted over one year in 2020/21, \$25.5 million again for the same improvements. This gives them a little bit more time but they can see just this slight shifting of capital costs, the revenue adjustments now come down to almost level, 4 years of 16% and then it goes down to single digits. He stated that again this will still have a revenue adjustment in July 2015. He noted that 16% sounds like a lot but what does that mean. He is going to show them what that means in terms of rates. Again they are going to be recommending tiered rates. They will see that even with the revenue adjustments some that are efficient won't really see much of a difference and others that are inefficient will see more of a difference. He showed it graphically. He pointed to the revenue adjustments. They can see the four bars are level at 16. Their bond coverage is met every year. It dips down when they see that potential

new bond issue and their financial position is excellent. They need to keep in mind that those red bars is what they want to see that then is able to flow into their reserves. He referred to the purple bar noting that the width expands in 2020 and 2021 and that is because of the new debt amount so now they have a new debt obligation that gets added. He referred to capital. He noted it is the same overall capital plan but shifting over a little bit and they see how it is funded. He noted that almost all of it is pay go until they have those major improvements in the later years. He stated again, the Prop 218 noticing is only the first 5 years so 2015 through 2020. This is just letting them know that they expect that they are going to want to do a bond issue later on but it is not going to be in the noticing period for this time period. He showed their reserves. Again, as he mentioned, they are leveraging their capital reserve for the couple of years. They will see it is slightly under that recommended minimum but their operating reserve is always that 90 days. It never takes a hit. Once they have that bond issue they recover. Mr. Isaac stated he could answer questions on this or he could keep going with sewer. He asked if everything makes sense. No questions were asked by Council.

Director of Financial Services Tim Przybyla referred to Mr. Isaac's presentation that they are projecting for those years after 2020 some certain amount of rate increases.

Mr. Isaac responded revenue adjustments.

Mr. Przybyla asked Mr. Isaac if he was going to show them what those figures are at some point.

Mr. Isaac responded they are in single digits and they go down to like, one was 9% then it goes down to 5's and 3's.

Mr. Tooley stated before they go to sewer he would like to raise a quick decision point regarding the business decision. He noted that there are an infinite number of rate schedules they could provide to the Council. They have provided two. He commented that obviously the cheaper one looks more attractive. Here is the business decision. In the next 5 years their primary focus is going to be on the internal circulation system. Their ability to balance the water demand within the City. If they push some of the capital program back into the second 5 year period, they are backloading some of their expenses and in their second 5 year period he anticipates they are going to be having a discussion about paying for the importation of water and potentially a water treatment plant. So if they push some of those capital costs back in order to impact the ratepayer less in the first 5 year period, they may be doubling up some costs 5 years out. He asked if that makes sense to the Council. Council concurred. Mr. Tooley stated that is their business decision.

Council Member Rigby asked if that is assuming that they will put a bond issue in front of the City or is that something that they are already tied into. He asked if it is a magic bond.

Mr. Tooley responded that the bond would be supported by the rates. He added that the bond would not require voter approval just simply the approval of the City Council. He commented that in either of the two alternatives they should anticipate that a bond is going to be the most efficient financial tool unless of course they get a grant or something that sounds like that.

Council Member Robinson asked about the annexation of Parksdale and Parkwood.

Mr. Tooley responded that the annexation remains a possibility. At this point they have not factored any consideration for capital improvements in Parkwood simply because they don't know the full scope of the deferred maintenance in Parkwood. Again because it is not within the City's jurisdiction right now there is no basis for them to assume that in their rate structure. He noted that Council Member Robinson is correct in expressing a concern that there might be some costs there.

Council Member Medellin referred to Mr. Isaac's comment that revenue adjustments don't necessarily mean rate adjustments. He asked that he expand on that or maybe give him other options if it is not a rate adjustment.

Mr. Isaac stated that the only way it would be one to one is if it was like gas; everything was recovered by just a unit price. He noted that is not the case in how they collect revenue. They have a fixed charge that if you have an account, you don't use any water, then you still collect that fixed amount of \$7.91, something to that extent from every single customer. Because it is a hybrid of collecting it from a monthly fixed charge as well as a percentage of their revenue comes from usage, that is why it doesn't correlate to being one to one.

Council Member Robinson stated so the more water you use the more it is going to cost.

Mr. Isaac responded yes. He stated he will show them the rate design of how they came up with break points of when do you pay more for water. He added that with the drought conditions they are in, they are seeing a lot of agencies moving to tiered rates and also, a lot of agencies now, looking even more so into budget based rates where you give a very specific allotment to every single parcel that is unique to them. He noted that is a lot more data gathering and a lot of GIS data, things of that sort. But based on where they are today he thinks that might be a step that they may want to look at in 5 years or so.

Mr. Isaac stated he would now go over the sewer financial and then from there he will transition into rate design for water. Similar to how he presented water, with sewer, again there is also a negative cash flow starting in 15/16 and again its primary driver is existing debt and capital expenses. He added that the debt coverage is also not met. He noted that the sewer utility has about \$8 million in reserves so it definitely has a good cushion but for it to be sustainable it would be depleted in 4 years if again with no revenue adjustments, just living off reserves. In terms of capital, the average is \$1.9 million, roughly \$2 million, and in 2021 there is a capital increase of \$5 million. He stated that is outside of their planning horizon but this is a good example where they want to set them up for success. It would be providing them a disservice if they just looked at the 5 years and all of a sudden their capital goes up by \$5 million year 6, and they don't want to see a huge spike in rates.

Council Member Bompreszi stated no. They were already there once before.

Mr. Isaac displayed the revenues for their sewer utility, again just with no revenue adjustments. He pointed to the operating expenses and then they have their debt obligation for sewer. They also see, after paying their debt, there is a negative cash flow and then their coverage. With the reserves, as he mentioned, they do have \$8 million. He commented that it is all unrestricted but for them to look at what is appropriate for a target, they have 90 days for operating and on this they do 100% of the annual depreciation. He explained that for sewer they did annual depreciation because that was a higher dollar amount than the 5 year average. They want to make sure that they collect enough to make sure that they maintain their level of service, which with depreciation, at least collect that much to then reinvest back into their utility whereas with water, the 5 year average was a higher dollar amount. They will see that they have negative balance in the third year. Mr. Isaac commented that they would look at this graphically. They see the bars of expenses, O&M and debt. He noted that the debt in the sewer is a little bit higher. They see their green trend line is not going over the bars so they have red deficit. He showed their capital expense. They will see that in 2021 they have that increase in capital that goes up by about \$5 million so they need to account for that future capital that is coming on the horizon in terms of revenue adjustments. So they slowly build up not just to cover the cost of today but also that they are not going to have a huge spike later on as well. He commented that again they are going to achieve these metrics positive net income each year, reserves will be met in the first year, the fund balance meets the minimum reserve requirement, and in this scenario they actually don't need to issue debt even with that \$5 million increase in 2021. They could fund everything through pay as you go 100% so once cash is on hand they fund their capital and debt coverage is achieved in all years. With these metrics the revenue adjustments would be single digits, 9%'s for the first three years, and then 10%'s the last two years. He commented that the slight ratchet up in those last two years is because of 2021. He restated that the first adjustment would occur in July of this year. He stated that in the grand scope of things and even just from other projects, their sewer utility is pretty healthy and it doesn't take much to continue down that path. He added that with these revenue adjustments they also see, in the later years, after they see the three years of nines and the two years of ten, it then drops down to 3%, and then it goes down basically to cost of living adjustment. He displayed the City's financial position moving forward with those revenue

adjustments. He also displayed the City's capital all funded through cash and their reserves. He noted that they will see that they are building up reserves in those first years so they are definitely well over the minimum but it is also to account for that 2021 because then it dips down because they are using cash on hand to fund that \$5 million increase in their capital and then it levels off. He commented that from this standpoint it is very prudent in how they do the revenue adjustments of maybe 1% here, 1% there compared to water where it was like thirties and then sixteens. Mr. Isaac asked if the Council has any questions.

Director of Financial Services Tim Przybyla asked if the rate increases equal the revenue increases.

Mr. Isaac responded no.

Mr. Przybyla asked if they also have fixed and variable factors included.

Mr. Isaac responded that probably closer just because residential is flat already but they do allocate costs between customer classes so based on what percentage of costs goes to each customer class would dictate how much of that percent increase they get. He noted that it is not an even distribution of cost. He commented that some customers get more of the cost than others because of their strength flows, the volume of flow as well as the concentration of that flow then that is a factor of how much cost they should pay. He advised that he will show that as well.

Mr. Isaac referred to water. He commented that with water, when he is talking about looking at the cost, looking at the rates, looking at fixed charge, variable charges, they are using the level adjustment scenario which was that 16%. He asked that they keep in mind that the rates he is showing them are preliminary rates and they are not final in any way but at least it gives them a conceptual idea of what will be the impact to their customers and it already includes that 16% revenue adjustment in this upcoming fiscal year.

Mr. Isaac advised they would now talk about how revenue is recovered, their existing rate structure, Prop 218 requirements, and then the proposed rate design. He referred to water rates and noted that due to Prop 218 there needs to be a clear nexus between cost and rates noting that is very important especially when they do tier rates. He commented that a lot of agencies, when they want to promote conservation or have a price signal to say look we want you to use water efficiently, it would just be a multiplier. For example, let's make sure the tier two rate is twice as much as the current rate and then tier three let's make it three times so it is a lot more like economic drivers but with Prop 218, and with the more scrutiny that is involved, they have to show what costs are equated that are in those higher tiers. That is what they do very well in these current times. Mr. Isaac commented that tiers should be built up and show the cost in each tier and the unit price in each tier. He added that as additional tiers are introduced it is more difficult to justify rates. He noted that a real easy way to justify rates is multiple water supplies. He commented that agencies may have groundwater, surface water, and imported water and then they would correlate how much of the demand can groundwater take care of and then there is a certain point where there is no more groundwater then the next water supply takes over and then that would dictate the breakpoint. He stated that in those situations very easy. He stated that the tier rates and the number of tiers would be based on the specific cost of the utility. He noted that another example of costs that gets spread differently to the tiers is electricity costs. He stated that electricity costs are essentially tiered so those that put more demand on the system should pay more of that cost. Also, they could view capital as well. They put more demand on the system, those capital repair and replacements are needed quicker.

Regarding water rates, Mr. Isaac referred to the recommendation of the design. For single family, they recommend three tiers. Tier 1 is by coming up with what is the required water for indoor needs. The way they looked at it was their master plans and what their metered customers are currently using and they are roughly around 65 gallons per day per capita. He advised that what they have done is that they take the density in Madera, multiply 65 gallons times the billing period of 30 days and that comes out to 10 units of water. He noted that 1 unit of water is 100 cubic feet which is 748 gallons and that is a tremendous amount of water. He commented this is so they understand what the water units are.

Mr. Isaac referred to tier 2 which is outdoor. With outdoor what they do is they look at the usage patterns of their single family customers in the hottest season which is their summer quarter average and they look on average how much do your customers use in water for that time period because their outdoor demand goes up for irrigation and on average their customers use 33 units of water. They want to make sure that tier 2 covers the average outdoor need. He commented that the breakpoint for tier 2 is up through 33 units. Anything about indoor and outdoor would be considered over the amount needed for indoor and outdoor.

Mr. Isaac commented that for multi-family they do a similar rate structure. He noted that tier 1 is also indoor needs which is the 65 gallons per capita per day but the difference here is it is multiplied by every single dwelling unit so if it is master metered and it is a fourplex, then it is 10 units times 4 so it would be 40 units for that indoor need. He added that because multi-family has so many different configurations some may not have any outdoor, some may have outdoor and there are different degrees of outdoor, they just have two tiers. He noted that basically they will set their allotment for tier 1 and tier 2 is anything above their indoor needs because they don't have the data to quantify how much is one outdoor need compared to another or do they even have outdoor needs and that is not data that is available at this time.

Council Member Bompreszi asked how do they quantify when people are using water whether they are using for indoor and outdoor.

Mr. Isaac responded that indoor would go based on what is needed for indoor use on a per capita basis so that is how they come up with the breakpoint. He referred to the SB X7-7 which is reduce 20% consumption by 2020. Their target by the state legislation is to get down to 55 gallons per capita per day but they also don't want them to have to change their customers behavior overnight so they are going off of now 65 gallons and then maybe in the next five years they will get used to that and then they could ratchet it down to achieve that target of 55 gallons per capita per day. He noted there is matrix of how much water is needed for indoor on a per person basis.

Council Member Bompreszi stated they have already cut down the days that people can water from three days to two days and asked if this scenario took that into consideration.

Mr. Isaac responded not for indoor but that would be reflected in the usage patterns that they are using for the breakpoint in the outdoor, the 33 units.

Council Member Rigby commented so the answer is yes.

Mr. Isaac agreed.

Council Member Bompreszi stated she just can't understand how they can distinguish between indoor and outdoor.

Mayor Poythress commented that what Mr. Isaac is saying is that indoors average 65 gallons, outdoors 33 and you lump it all together. He thinks based on that total of 65 / 33 and then tier 3, then you add it up, and everything over that gets...

Council Member Bompreszi asked what if someone chooses not to water and have a desert.

Mayor Poythress responded that they are actually going to be able to use more gallons indoors, and asked if that is right?

Mr. Isaac responded no and clarified that the indoor breakpoint is 10. Essentially what it means is that they would just be paying tier 1 rate and they would never be paying tier 2 because they don't go into that bracket.

Mayor Poythress commented then tier 2 is higher charges.

Mr. Isaac responded yes.

Mayor Poythress stated so if somebody decides to go desert and they use 65, they are good at tier 1.

Mr. Isaac stated that tier 1 is the 10 unit break, tier 2 is 33 so the amount they get for tier 2 is 23 and they are going off of overall averages of their customers because they are not drilling down to do budget based rates where then they look at every single parcel and their spatial area, things of that sort.

Council Member Holley asked if for indoor and outdoor they are looking at 43 units.

Mr. Isaac responded 33 units.

Council Member Holley asked if the 33 is for indoor and outdoor.

Mr. Isaac responded yes and commented that the 33 is the average that their single family customers use in summer total. They want to make sure that is reflective of indoor and outdoor combined.

Council Member Holley stated that if a person doesn't use outdoor water, they are still paying at the 33 until it drops back down to 10 units.

Mr. Isaac responded they will be charged the tier 1 rate which he will show them in later slides what that rate is. Essentially tier 1 is going to be a lower rate compared to tier 2 and tier 3 so then there is incentive for their customers to be efficient with their water use because then they are going to see the benefits on their bill. He added that those that see that and know, and choose to continue to water and potentially in an inefficient manner, then that is to their discretion.

Mr. Isaac commented that with non-residential, that would be commercial, industrial, landscape, they recommend they just maintain a uniform rate. They will still be allocated their share of cost based on the total usage and total demand they put on the system but with commercial there are so many different uses that to be equitable within that particular category, it is most equitable just to have a uniform rate with them instead of trying to fit everybody into the mold of one particular type. For example, the library compared to a Starbucks. They are both non-residential but the usage, noting that Starbucks could be extremely efficient with their water, but they just use a high volume of water whereas the library or a strip mall retail could be very inefficient with their water but they don't use enough to get into another tier so they recommend uniform rates. He stated they should keep in mind that they are still paying their proportional share of costs based on their total usage based.

Mr. Isaac gave an example of that breakpoint for tier 1. They looked at the density of the City of Madera which is 3.56. They take the 65 gallons per person, times it by the number of days and then divide that by what is 100 cubic feet. He advised that 100 cubic feet is 748 gallons and what that equates to is 9.41 and they round up to 10 units so they are actually giving about 350 extra gallons. He noted that it is also maybe hard for their billing system to just do a decimal point for a breakpoint and it is hard for customers to understand. He commented that it is better just to do a whole number.

Mr. Isaac referred to the next slide on how revenue is recovered. He noted that this goes to the question of how is it not one to one in terms of revenue adjustments versus rates. He stated that revenue is covered through two components. There is fixed revenue through the monthly charge and variable revenue which is based on the water that they use.

Mr. Isaac referred to fixed revenue. There are two primary ways to spread costs for the fixed charge. He noted that costs are either apportioned evenly over accounts or they are spread over size of the meter where those that have a bigger size meter pay more of a cost. They are using both scenarios for this. He advised that is very common with all utilities. He added that it is really a function of what costs are they talking about in their expenditures. It is what does it cost for spreading over accounts, customer service,

billing. He commented that everyone gets a bill. Customer service, everyone can pick up the phone and call. It doesn't matter the size of the meter so in that scenario that cost should be spread over all accounts uniformly as a base. For example, if you have an account you get charged five dollars. He noted that there are also other costs such as capital expenses where they want to spread it based on the potential demand that a customer can put on the system and one way of measuring that is by the size of the meter. In those circumstances, in those types of costs, they would spread it based on the size of the meter. He advised that he would show them how the two get put together. He added that what is also very important is to know how much revenue is being recovered through the fixed charge because they want to model that and that is a good baseline to start with. He advised that they are recovering roughly 34% of their revenue through their monthly fixed charge noting that is really good. He commented that a lot of agencies are more like 25%, 20%. They actually have been seeing agencies shifting more. Before it was you put more cost on the usage then you are going to show a stronger signal to conserve but then it is also more volatile to the utility in terms of revenue. Now they are seeing more of a shift of people ratcheting back up the fixed charge but putting more differentiation in the tier rates so they still show that price. They don't want to say look we want you to conserve but then we are going to come back and hit you up for a rate increase but you were successful. He restated that 34% is really, really good. They also need to consider that they do have non-metered accounts. He commented that all the non-metered accounts should be viewed as fixed revenue. With them included, they are at 44%. He added that through time those non-metered customers are going to become metered.

Mr. Isaac displayed the City's current rates. On the left-hand side is their monthly fixed charge. They are modeling this very similar where the size of the meter does play a factor in how much they pay. On the right hand side they see the flat rate customer of \$9.93 and the volumetric charge of all customers at \$0.86 per 100 cubic feet. He advised that their customers get 748 gallons of water for \$0.86. He noted that is a really good rate in relation to other agencies that works in.

Mr. Isaac provided a summary of Prop 218. He advised that it is an umbrella that covers taxes, assessments, fees, utility charges. He noted they would go over what it means in terms of utility charges. He commented that an agency cannot collect revenue beyond what is necessary to provide service so they can't charge more than what is necessary but reserves can be considered part of the cost so they could fund reserves. He commented that revenues derived by the charge shall not be used for any other purpose other than for which the charge was imposed. He added that the amount of the fee may not exceed the proportional cost of service for the parcel. He commented that with this one there are some court cases one of which was the Pajaro Valley Water District where someone was saying wait that is more than my proportional cost because you didn't show what is my cost for my parcel, you just show the overall cost and how you allocated it to customer classes. He noted that the court said that by virtue of spreading cost to the customer classes based on their demand and the fact that you are within that particular class then you are showing proportionality to the parcel so this reinforces that. He commented that the main thing that they have to show is that they are spreading costs proportionately to the customer classes based on their demand and their usage patterns and then as long as they recovered just that revenue from the accounts in that class then they are complying with this part of Prop 218. Mr. Isaac added that no charge may be imposed for a service unless that service is actually used or immediately available to the owner of the property. Mr. Isaac noted that there was one agency that got a little bit in trouble with this when it came to recycled water. They were charging everyone for recycled water. The court said yes recycled water can be viewed as additional water supply where it benefits everybody but the administrative record didn't describe it sufficiently enough so they had to adjust their rates. Another Prop 218 requirement, which Mr. Randall mentioned already, is that they have to send out a notice 45 days before holding a public hearing. At the public hearing they have to actually have active participation 50% of all the affected customers must provide protest for it not to go back to the City Council for consideration.

Mr. Isaac commented on what do they do with costs. They look at all their costs and they basically put them into cost components. They look at how that cost is incurred whether it be water supply costs which is their groundwater, whether it is based on the peaking of their customers based on how much usage, like electricity, that would fall under peaking. Conservation would also fall under peaking. Then they will

have customer service and that is billing, things of that sort. They look at those costs and then they are able to allocate those costs appropriately to customers based on the demand they put on the system.

Mr. Isaac referenced the cost components that they have for the City including water supply costs, base and for base they think of just general operation to provide the average amount of water on an annual basis. Max day and max hour are also cost components. He advised that is when their customers peak. He added that conservation is a small component but they like to always have it as a separate component just in case they start to increase their conservation programs. One thing they could do is if they say we want to promote conservation, we want to have programs where there are rebates or we even will help customers with their improvements then that is where they will uptick that from \$56,000 to \$100,000, \$200,000 whatever the case may be and they could easily show what the impact to rates is by increasing that amount. He added that customer service and fixed demand are also cost components and their total revenue requirement was \$7.6 million.

Mr. Isaac commented that on the left hand side of the slide they show those cost components and then on the columns to the right they show how that cost should be recovered. He advised that the columns highlighted in green are going to cover fixed charge and the items in blue will be recovered through the variable charges. He noted that the one thing that they would like to do, as much as possible, is to keep the cost components 100% in either fixed or in variable because it is easy for customers to understand. For example water supply, that is a variable component, 100% to water supply. Base, which is ongoing operations, that is under delivery. When they see delivery that means every single unit of water discharged gets a portion of that cost. He noted that it doesn't matter about peaking. It is just for the \$0.86 that they have today, \$0.10 of the \$0.86 goes for operations for delivery. Then they have conservation, max day, max hour, and that is based on peaking. He noted that should be spread based on the demand they put on the system based on usage. They have fixed demand. That is where a lot of that has to do with capital improvements. They want to allow that to be recovered through the fixed charge and then they have customer service. They will notice that instead of being spread based on meter size they are spreading it to all accounts evenly just because they have an account. By doing that they can show what percentage of their cost is being recovered through the fixed charge and the variable charge and they are able to model their 34%/66% revenue split and that is where they want to be. He recommends that they continue to recover that.

Mr. Isaac referred to the next slide. As he mentioned, this reflects the proposed charges based on scenario 2. Scenario 2 was level adjustments at 16%. He advised that they would put dollar amounts into these charges and calculate the rates. He referred to the fixed costs. As he mentioned they have at the beginning the customer service costs which was \$1 million. They have the total number of accounts which is 11,000 and that would be a divided by b equals c which is \$7.12. He explained that this is saying that regardless of their meter size their starting fixed charge cost is \$7.12 for every account but then on top of the \$7.12 there are related costs such as capital costs and that is going to be spread over the size of their meter so they will see that the denominator for number of equivalent meters is 33,439. What that is doing, is that they are saying what if they take all the size meters and convert them as if they are all 5/8" meters and because of that they have a higher number of equivalencies. He noted that every 5/8" meter gets \$1.67. He advised that the 5/8" meter which is their baseline is the sum of \$7.12 plus \$1.67 which is \$8.79.

Mr. Isaac provided another scenario that they could do as an example. Instead of accounts they could also spread it based on number of units if they wished where then master metered customers, besides getting one charge for their meter charge, they will also get charged something less than \$7 for every dwelling unit that is connected. They don't do that right now but they do have the number of units in the database of their customers and that is something they could consider. He thinks they did that and it only went down by like \$0.60.

Mr. Isaac referred to the next slide. The table shows how the cost is calculated for every single meter size. He noted that they have \$7.12 going all the way down. They show the capacity ratio which is that equivalency. He explained that the capacity ratio is based on the amount of flow that could come through that meter, the size of the meter. For example, 3/4 inch is 30 gallons per minute versus 20 gallons per

minute of the 5/8 so that is why they get 1.50. He commented that every single meter size, the AWWA standard shows what is the amount of flow that comes out and then they just convert it to a multiplier. He added that based on that \$1.67 for the 5/8 that they calculated in the previous slide, they then take that multiplier to ratchet it up based on meter size and then the sum of the two equals the fixed charge by size. They compare it to the current fixed charge and they show the difference all the way down. He stated that this already includes the 16% revenue adjustment. Mr. Isaac asked if there are any questions on that.

Council Member Medellín referred to Mr. Isaac's comment that on the Prop 218 vote they could only charge for service and asked if this would actually fit into that formula.

Mr. Isaac responded yes.

Council Member Medellín asked if there is an actual percentage that they can max out if they wanted to increase their reserves or because reserves is considered part of the cost, is there a ceiling or maximum percentage.

Mr. Isaac responded that for this part of their rates, which is fixed charge, their notice would show the dollar amounts in bold, and this is just for 15/16, and it would show for each of the next five years. He explained that this would be their ceiling. He noted that every single fixed charge and variable charge, every single dollar they collect of everything, collects some portion for reserve. He commented that reserves are kind of a global amount that gets recovered. He referred to the 16% that is flowing into this. If they find out that in the next year they are doing great and they actually don't need to do a 16% revenue adjustment, then they would just ratchet it down from these dollar amounts but these are going to be their maximums without having to re-notice. Mr. Isaac asked if that answers his question.

Council Member Medellín responded yes and stated there is nothing wrong with healthy reserves.

Mr. Richardson commented that he wasn't sure if Council Member Medellín was asking if there was a max reserve they could put in there period in the 218 scheme. He noted that if that is the case it just has to be a reasonable relation to the cost.

Council Member Medellín noted that they can't just say we want to have healthy reserves so we are going to...

Mr. Richardson responded no and stated there has to be a reasonable setting of where they set them. He commented that the reason for having a company like this do a study is it validates the need for those reserves. Typically what their recommendation is going to be, kind of where they would ideally go because it is supported by their study.

Council Member Medellín commented that is where he was going and stated that answers the question.

Mr. Tooley added that there are two courts here. There is the legal courts and then there is the court of public opinion. He thinks that from a defensibility standpoint they want to set their reserves at no more than an industry standard. To the extent that they have additional money, they need to specifically identify how that money is going to be spent. They anticipate that in three years they are going to have an additional capital expense related to... He thinks in terms of their representation of the public they need to consider both.

Mr. Isaac referred to variable charges. He noted this is where it represents 66% of their overall revenue. To remind them on the tier rate structure, they have tier 1 for indoor, tier 2 for outdoor and the price goes up, and then tier 3 which is over the tier 1, tier 2. He advised that they already discussed this before. Tier 1 is for indoor, 65 gallon per capita per day over the billing period of 30 days. Tier 2 is outdoor which is to cover the average usage of their single family customers in summer which is 33 units. He commented that it is not going to be perfect for everybody but on average it is. He stated that these are traditional tiers and then tier 3 is anything above that. Mr. Isaac advised that now what they want to do is

come up with what costs are in which tiers. He stated this is essentially the goal of what they are looking at. For tiers 1, 2 and 3, their water supply right now is 100% ground water so every single tier gets that. For delivery that is coming from the baseline of operations and every tier gets that. He added that they will notice that the check marks are the same size so it is all the same rate. For conservation, there is nothing in tier 1 because conservation benefits those that use more water. They are trying to mitigate their usage and if they do mitigate their usage with a successful program then they will lose usage, they will lose revenue, but then they also could lose that program because it has been successful. They are trying to also correlate it to costs that could be avoidable as well and that is why it is only in tier 2 and tier 3. For peak, an example is portion of capital but also electricity costs. From that standpoint tier 1 should get some of that cost but then tier 2 and tier 3 gets a higher proportional amount. He advised the he would show the unit costs.

Mr. Isaac referred to the water supply. What they have done is that they have that bucket of water supply costs which is \$645,000. They look at the total usage of their customer classes. They look at percentage of annual use and then they spread it based on that percentage and essentially what it comes out to is that everyone is being charged the same rate. He commented that peaking doesn't matter; everyone is getting ground water. If they had another water supply then he would say peaking does matter because then they are going to use the cheapest water for health and safety, indoor first, and then whatever is left over, once that is gone, those that use more water will have to pay for that higher cost.

Mr. Isaac referred to delivery which is a similar approach for ongoing operations. He commented that everyone gets their prorata share \$0.49 so they are showing proportionality and then they have peak costs. What this is doing, besides looking at usage they are looking at what is the peak demand of these customers on their system. What is their peak demand in relation to their average annual usage? They see that single family peaks at 1.60; multi-family 1.40; and non-residential 1.70 which makes sense because non-residential also has irrigation only accounts. What they do here in terms of percentages is that they are going to take the peak factor but then they are going to look at how much volume is generating that peaking characteristic so they are going to weight it based on the amount of water coming in. He stated that single family has a huge amount of water and then that dictates how peak costs get spread to the customer classes. He noted that it is not just the peak factor itself, it is also the volume that is generating that peak so that it is fair and equitable. For example, even though non-residential has a higher peak, the amount of water that generates that is very small compared to the overall amount. He restated that is showing proportionality.

Mr. Isaac commented that for single family they have \$634,000 being allocated to that however, with single family they also have tiers. They are going to take that \$634,000 and then they are going to spread it to the tiers proportionately. The way they do that is that they are going to take the similar approach that they just took with customer classes. They are going to take the accounts that fall on each tier. Basically what they are doing is grouping accounts by tier and now they can think of the tiers as subclasses. They did this with the usage information that they had. He noted that there are customers that stay in tier 1 all the time. He added that there are customers in tier 2 and tier 3 and obviously if they are in that tier, their usage characteristics are similar to each other because they don't use more than the next person. They show that the tier 1 allotment is 10; the average usage of tier 2 customers is 19 which makes sense it should be in that tier 2; and the average usage of customers that are always in tier 3 is 53 units. He commented that in terms of how much more demand tier 2 customers and tier 3 customers put in relation to tier 1, where tier 1 is the baseline, 19 is 1.93 more and then tier 3 is 5.31 more. He noted that for that \$634,000, they are going to do the same thing. Now they have the peak factors by the tiers and they are going to look at how much volume of water is used in that tier to come up with what percents of that \$634,000 should be spread to each tier and that allows them to come up with the unit price. He stated again, even though it is a high peak amount for tier 3, there also is a very, very low amount of total water so in terms of percentage, they are still not getting a huge percentage even though they see this huge peak factor. He noted that makes sense too. They expect that even though the rate is going to be high, the amount of revenue that they are relying on is going to be substantially less and that is how they come up with the unit prices.

Mr. Isaac commented that they do a similar approach with conservation. The same thing as peak, jump into the cost, spread it over to the customer classes. Then they do the same thing with the tiers and now they get to populate that graph where they had the check marks and they put the prices in there. They see that the water supply is \$0.18 all the way down. Delivery is \$0.49 all the way down. Conservation, as they remember, tier 1 didn't have any, tier 2 \$0.02, tier 3 \$0.06 and then peak demand are those costs that they showed in the other slide populated. Then basically tier 1 through tier 3 is the sum of the components that make up those tiers. He commented that it is very clear, easy to understand, $a+b+c=d$. He restated that this already includes the 16% revenue adjustment and because they are using tiers, if they recall their current rate is \$0.86, and tier 1 is \$0.79 even though they are doing a 16% revenue adjustment. He advised that tier 2 is slightly more at \$0.93, tier 3 is \$1.37. Mr. Isaac displayed the rates for their customer classes, single family, multi-family, and non-residential has a uniform rate.

Mr. Isaac referred to flat rate customers. He noted that they do have quite a few different flat customers. He commented that they can't model what their usage is because they are non-metered. What they have done is basically kept their customer classes intact for non-metered. They looked at the amount of revenue that they are currently generating which essentially they could view that as how much cost is being allocated to them. What they are doing is that they are just allocating that same percentage to them so they are recovering their same amount that they have been recovering historically as a percentage. Once they become metered then they will go into those other customer classes and being charged based on actual usage.

Mr. Isaac referred to the impact. The slide shows a histogram of usage from 10 units of water, 16, 33, up to 50 and they are showing it visually. He explained that the green is their current bill, the blue is the proposed monthly bill. They are also showing the dollar amounts and the dollar difference. They can see, even with the 16% revenue adjustment in the first year, if someone stays in tier 1 they are going to see a difference of \$0.66. That is primarily driven by the fixed charge going up but then there is some savings on the unit price of water that then nets out to \$0.66 even though the fixed charge is going up by more than \$1.00 and then it slowly goes up from there with those that use a substantial amount of water are going to pay more of that cost. He added that they are also set up in a way where, if they do see how their customers conserve and that usage is gone, they lose revenue but then they are also going to lose a portion of costs as well. Mr. Isaac also displayed the 30% of revenue adjustment which is that first scenario just to show them the impact. He noted that even though it is a huge percentage their rates are fairly low in relation to other agencies that he has worked with. He commented that even a 30% increase is still overall \$3.00 on the efficient user. Mr. Isaac asked if the Council has any questions.

Mr. Isaac referenced the sewer rates. He noted this is a little bit quicker so it won't be as extensive as the water side. He displayed the current rates noting that their residential are essentially flat rates on a monthly basis and they recommend doing the same thing. On commercial for those that have their water metered, it is based on their water usage.

Mr. Isaac commented that with revenue recovery they do a similar approach where the blue is variable and the green is fixed. He advised that the blue components are flow which is volume of discharge. Then they have BOD and TSS which both come out of the strength concentration. He noted that they basically allocate those costs to customers based on their particular total volume and their strength concentrations of that discharge. He stated that they still also want a fixed charge that they collect on a monthly basis and 40% of their revenue is coming from that. He noted that they are actually recovering more than 40% because their residential customers, after they allocate the variable component to them, they then make it a flat amount every single month. He explained the reason for that is that they don't want to penalize their residential customers for outdoor use that doesn't go into the sewer. He commented that typically what they do is that they take the 10 units of water for indoor from what they will discharge and then that is how they come up with the flat rate.

Mr. Isaac advised that similar to water they have the flow related costs. They have the BOD costs, the suspended solids, and customer service costs. For multi-family they have the same components so they are each being allocated their pro-rata share of costs of every component even the variable costs however, similar to what they are doing today, they are just recovering it at a fixed monthly rate and then

the customers also know what to expect every single month. He added that this already includes that revenue adjustment and in sewer it is 9% in that first year.

Mr. Isaac referred to the non-residential charge, of which \$48,000 gets allocated to them divided by the total customer equivalencies of 301, so their flat charge is \$13.30 to start on a monthly basis. He also displayed the non-residential discharge rates. He commented that they didn't compare it to their current rates because they are moving to a different approach. Before they had group 2, 3, and 4 but it didn't really tie to clearly identify which types of uses were which groups. What they did is they took the State Water Control Board concentration factors. They have concentrations by use and they used that to allocate the costs to these different customers. Basically what they did was regroup customers that have like discharge concentrations together because they view them as a similar customer class and then they came up with rates. He advised that if they want they can still compare them to their current charges which is \$1.12 up to \$2.93 and then looking at these rates, they go from \$1.59 to \$3.62. He commented that it is relatively in that same ballpark but it also has the 9% revenue adjustment.

Mr. Isaac referred to the monthly flat sewer charges. He commented that similar to what they do with water, they looked at how much cost is being allocated to their non-metered, non-residential customers and they are recovering that same percentage because there is no way for them to determine what their actual discharge is. He advised that the slide shows current versus proposed. They will see that essentially it is just a slight increase. He stated this one is more of that 9%/10% correlation.

Mr. Isaac stated that besides any type of comments or questions the Council may have, they definitely want to receive feedback input from Council as well as staff. He added that in terms of next steps what they anticipate is refining these rates, recalibrating it, make sure they are dead on with the feedback they get, then draft the report and provide an administrative record of basically his PowerPoint but in narrative form. Then they can schedule a meeting to present that report to the Council and the public.

City Administrator David Tooley commented that there is one item that they haven't covered in the presentation that he thinks is important to raise. At their last meeting they talked about landscape maintenance zones and there was a recognition that over some course of time, he thinks they would all agree, they are going to have to change their landscape standard. He noted that those zones use a lot of water. He advised that one of the alternatives they could consider would be to add to their conservation element of their rate study and provide money for conversion of landscape maintenance zones or perhaps an incentive program for individuals to change out their showerheads and toilets in their homes. He asked if there is an interest, once Council provides some direction on rate structures, of bringing back a discussion of an additional rate component. As an example, they have done some preliminary work at the staff level and the capital costs of changing out a landscape zone, depending on what they include, is \$2 to \$7 a square foot. By way of an example, if they dropped in a rate component that generated half a million dollars a year and it is on the high end of \$7 a square foot, they are not converting too much area are they but he thinks that is one of the questions Council should consider is do they want to up the conservation element and provide for that kind of opportunity.

Mr. Isaac referred to the slide that shows the rate components, and commented that because of the level of their conservation programs they are looking at spreading it. It was like \$56,000 that correlates to \$0.02 / \$0.06. As they increase their program of \$56,000 to half a million or more, that is where these unit prices would go up. If they think about the magnitude, \$56,000 correlates to \$0.02 / \$0.06. If they bump this up they are looking at cents being increased not dollars and dollars.

Mr. Tooley stated to generate half a million probably add another \$0.20 to their structure and again it is going to impact their high water users which is where they want to make a dent in terms of their use pattern. He stated that again, choices, business decisions.

Mayor Poythress asked if the conservation element would be specific to a landscape zone or would it be across the board. He asked if it could be drilled down to that small of a component. He knows there might be some landscape districts where people don't want changes and are willing to pay more and there might be some that want to go more to a low water usage type of thing.

Mr. Tooley responded that it is a nexus kind question. He stated that the easiest way to address it is through the landscape maintenance zone itself. Mr. Tooley asked Mr. Isaac if he foresees any limitations on charging something to high tier users but landscape zones are scattered in different parts of the City. He asked Mr. Isaac if he sees a nexus issue they might have to deal with.

Mr. Isaac responded that he doesn't see a nexus issue. He sees more of a data issue of being able to clearly identify which accounts are in which zones to then spread that cost to them. He stated that a lot of agencies have pump charges for different elevations so then those at higher elevation pay more of the cost of the water to get it to them. He noted that it would be a similar approach but with those they use GIS to clearly identify which accounts are in the higher zones. He added that it takes some time to get that data.

Mr. Tooley stated that based on that feedback he thinks, noting that it is an additional work element and he is looking to Mr. Randall and Mr. Przybyla, that they could identify which customers are in which landscape zones and they could identify that additional cost component to them. He thinks they could probably be that specific.

Mr. Randall responded that they could and they have that capacity to do that. He noted that currently the way the rates are set up those wouldn't be tiered rates. Those would be non-residential rates.

Mr. Tooley stated that is a good point. He added that the short question is it might take a little bit of analysis. He thinks the business question is does the Council want them to pursue it as an additional consideration.

Council concurred.

Council Member Medellin stated he thinks conversion and conservation is going to be huge in the future. Whether they get water in the near future or not he thinks it is something that they certainly have to pursue.

Mr. Tooley stated he thinks there are a couple of decision points here but the primary one that they would like to get some feedback on today is that they have provided the Council with two kinds of rate alternatives. One, using his City Manager vernacular, they kick the can down the road to a certain degree on the capital but the lesser rate structure would certainly be less ugly to rate payers. They probably need some feedback from the Council on where the tipping point is on that discussion.

Council Member Rigby commented that Mr. Tooley brought up something interesting. He doesn't know how much talk has gone through this. He asked what foundation are they laying with the talk of a possible water treatment plant in the near future and in his professional opinion does he perceive that to be something that they need to seriously consider within the next 15-20 years, and are they taking steps now towards that.

Mr. Tooley responded that it kind of depends on which question they are asking so he will answer a couple. He stated there have been some very preliminary discussions with Madera Irrigation District (MID) and he wants to characterize them as just that, preliminary. He commented that there may be an allocation of water that they could contract for or that they could enter into an agreement with MID which would be an external delivery of water to Madera County and that surface water would then require a surface treatment plant. He stated this is just the beginnings of a conversation and it may or may not go anywhere but reasonably speaking they are probably 5 years at a minimum of having beneficial use of that water. They have been fairly careful about not including those kinds of cost components in this 5 year cycle because they can't measure what those are but in terms of addressing their water needs he thinks that there is a very real conversation to have in the next 5 year cycle about the importation of water and treatment for municipal use. He thinks that is an ugly economic reality. He thinks it is going to be an absolute necessity. He asked Council Member Rigby if that gets him what he needs.

Council Member Rigby responded yes and added that helps him wrap his head around some of these other numbers.

Mr. Randall added that currently, as their CIP program is configured, it doesn't include a program element to pursue those types of things. He noted that there are two different things they have to consider in the rates. One is when they are purchasing water, and Mr. Tooley is correct in that they wouldn't be looking at that for a number of years because those have to be accounted for in terms of how much, the volume as well as the cost, and because they don't have that data, they really can't put them into the rates now. What they can put in the rates right now, which may be prudent is within the CIP program. They can put some seed money to pursue those issues, to do feasibility studies, to do the things they might need to be able to secure those alternate water sources.

Council Member Rigby stated that helps.

Mr. Randall stated that is another direction staff would like to get from Council if they want staff to pursue that. They could add that element to the work plan.

Council Member Rigby asked if that would fall under conservation.

Mr. Isaac responded that it would fall under capital plan.

Mr. Randall agreed and noted it would be spread against everything.

Mayor Poythress commented on staff's question about whether to go with higher rates now or kicking the can down the road and allowing folks in the 5 to 6 years to potentially experience a pretty great amount of sticker shock. He thinks they see the State of California and the federal government and other agencies, they love the kick the can down road type of an approach. He thinks they have seen what it has gotten them into. It has gotten them into about \$120 billion deficit for road funding. The City of Los Angeles is looking at a \$15 billion infrastructure cost for replacement of their systems. They can just name them on and on and on. It is called don't deal with it now, deal with it later on. He thinks they should take the opposite approach, which he thinks is the most financially responsible, and look at paying higher rates now. They don't know what the future holds; that is unknown. They could delay additional costs right now and costs for improvements and so forth down the road could be triple or quadruple than what they think they are going to be right now. Mayor Poythress stated that would be his conviction as far as what approach they should take.

Council Member Medellin stated he couldn't agree with the Mayor more. He thinks it would be prudent for them to have some of the seed money put aside and he thinks as far as the ratepayer is concerned, in his opinion, it becomes a service like anything else whether it is garbage or water or sewer or landscape maintenance zones, it is what are you doing City or City Council with my money. He thinks to show what their plan is would certainly be prudent in that particular case. He restated that he couldn't agree more with the Mayor on that point.

Mayor Poythress stated he keeps hearing that name Parkwood keep coming up in the back of his mind.

Council Member Holley stated he totally agrees with what they are talking about. He would rather see them do it now that way they will be ahead of the game because they can always deduct later on down the line but it is hard to get it after a while. If they can get on the road to make this happen now, look toward the future, there might be a brighter light at the end of the tunnel. He stated that at least they are ahead of the game and if it is brighter they can always give it back to their residents somewhere down the road.

Council Member Robinson asked when the last time was that the water and sewer rates were increased and how much.

Mr. Tooley responded that generally they do these in 5 year cycles. He believes their last 5 year cycle had an average increase of 4% per year. As they know, this time the Council directed staff to do a complete cost of service analysis. They identified their deferred maintenance issues and that is why they are seeing such a significant increase in the recommendation before them.

Council Member Robinson stated they are almost in a difficult drought.

Mr. Tooley responded there is no almost about it, they are.

Council Member Robinson stated they said it might last 7 years and that is why he said almost.

Council Member Bompreszi stated she totally agrees with what her colleagues have suggested however, she would like to see in their neighborhood watch programs a conservation piece in there. She stated it is getting more and more serious. One thing she wants them to do is make sure they have more outreach than they did on the landscape maintenance districts so that people realize the situation they are in and why they are doing it. She asked if 2006 was the year where they had the big, big increase to the water and sewer.

Mr. Tooley responded that the meeting that took place at the Bergon Center is burned into his mind.

Council Member Bompreszi agreed that it was ugly.

Mr. Tooley responded that he thinks it is an excellent recommendation and they will make best efforts but even if they made each and every neighborhood group association they are only going to get a small portion of the population.

Council Member Bompreszi stated that it may have been 4 or 5 years ago and somehow Public Works had gotten some flow free showerhead devices and stuff. She asked if they have access to that again.

Mr. Randall responded that they do and they have some that they hand out at the fairgrounds, etc. They are trying to find those things that tend to make a difference but sometimes it is a game of inches or drops. They do their best.

Council Member Rigby stated he feels like they are echoing the same thing but it feels like the word here is responsibility and he feels like it would be very responsible if the Council would pursue the recommendations that have been laid out before them today. He commended the team for bringing out those numbers for them. He added that however, he does feel like, as Mr. Tooley brought up before them, that one of the largest things is that if they are going to increase resident's revenues of facility usage, he thinks they have to do something about what is happening in the landscape. They need to be honest in layman's terms. Nobody is going to care how much they are getting charged if what is happening outside of their house looks good. So if they are not taking care of the medians, and again just to echo something that the Mayor had challenged them to at the last Council meeting, is that they are going to have to get out and really get on their feet, knock on some doors, and make sure that the things that they are bringing before their constituents, their voters, are passed. He stated that this Prop 218 regarding the irrigation of parkways and different things throughout neighborhoods is a big deal. He thinks that people wouldn't mind paying the extra, whatever it is, as long as they see that the City is making a conscientious effort to not only keep their City looking great but even to conserve where they can in some of these programs. It is his personal opinion that he would like staff to pursue what it would look like to bring in a program that would help maybe transition them out of some of the landscape areas in the public sphere, whatever that looks like whether it is half a million or whatever it is. He is curious at what that number might look like to add that.

Mayor Pro Tem Oliver stated he completely agrees with the points that have been shared. He thinks that in this day and age it is no longer going to be an outlier. He thinks this is the new normal and they have to prepare as such. He definitely thinks there is going to be a need to diversify their water portfolio so he would definitely encourage looking at seed money so they can fund those things in the future. They

talked about the storage facility. He asked Mr. Randall to take a moment and talk about their current capacity, where the stresses are in their system, and what that project in the future might look like.

Mr. Randall deferred to the City Engineer who can tell them a little bit more about the plan that is defined in their plan.

City Engineer Keith Helmuth stated for their current storage they have a one million gallon tank. That provides a couple of things for the City. It provides extra storage but it also represents a safety valve in terms of pressure fluctuations in the system but it is a million gallons and during the last summer they saw it go down to as little as 30%. He noted that if it goes down and it hits close to zero, it has a reverberation in the system in terms of the pressure and the pressure within the zone of the tank will plummet. He advised that the seven million gallon tank as they proposed it, what that does is allow them to compensate in the future if the water table continues to drop and their ability to handle that drop diminishes then tank takes over during peak hours which range somewhere between about 10:00 p.m. and 2:00 a.m. when the landscaping starts getting watered. He added that when the wells can't keep up the tank jumps in.

Mr. Randall stated that the idea of that tank saves them some money in that as they drill more wells there is a lot of uncertainty in those and when they lose those. He commented that the additional wells normally aren't needed for overall capacity because a lot of times they are only running four of the 16 wells. He noted that it is that peak issue so that tank takes away that and at \$1.5 million a well it is pretty quick that they make a choice, they have a tank or they have wells. He added that wells have a very limited life and a lot of uncertainty with the groundwater being what it is. That is the other reason they are looking at doing that.

Mr. Richardson referred to the discussion about trying to build something in, if he understood it correctly, relative to converting some of the landscape zones over. He commented that is possible only to the extent they can directly tie it with a cost to providing the service to the end users. He will leave it to the consultant as to whether they think they can kind of put that together in something defensible but he kind of wanted to at least temper the discussion that they can't just do whatever they want. It has to be tied to providing that service somehow.

Mr. Tooley stated they will work on the nexus issue. His understanding of the Council's direction is that they want staff to pursue the step down rate program; they would like to see some options with regard to a rate component for conservation; they would also like to see some options with regard to a rate component where they make an investment looking forward in terms of acquisition of water and treatment outside of the immediate area. He asked if he has fairly captured the Council's interest.

Council concurred.

Council Member Robinson commented that during the winter and fall some people don't use their sprinklers and on variable rates if you are not paying for the water then their prices go down and asked if that is right.

Mr. Tooley responded yes. At that point their consumption would go down and they would be paying their fixed cost and their variable costs depending on usage would obviously be much less and that is one of the key attractions to a demand driven system is that you pay a base rate plus only what you use.

Mr. Tooley asked if there is any additional direction with regard to water and is there any direction the Council would like to provide with regard to the discussion of sewer rates which they see as a fairly minimal cost overall.

Council Member Medellin asked if with this new proposal is their admin cost changed at all or are they pretty much the same amount of employees with the same amount of time in their billing. He commented that he is assuming.

Mr. Randall responded that there are some different changes. He commented that some of them were already occurring as they are in the third schedule of drought so they have to by mandate pick up four personnel there to do water conservation but there is not a significant shift. He added that there are some with the meters, and they will see in the next year's budget, there is a proposal for some additional people because they have 14,000 meters to take care of but there is not a huge overhead change. He commented that the ability to do the billing, etc. is somewhat the same. He noted that the new proposed software will help more than anything but nothing significant. He added that in the capital program there is an item for some studies, what they talked about in terms of feasibility, in terms of doing repair and replacement, in terms of condition assessment to make sure their capital program is being efficient in replacing the appropriate items. He stated those are some of the things they have deferred and not done in the past and they are losing money. He commented that a good example would be an additional cost, but it is a savings, is flushing water lines. Right now they don't see anybody open hydrants and flushing water. Nobody wants a pitchfork in their back or torch in their ears; they are not going to do that right. He noted that the reality is that is really not a good thing. There are a lot of case studies that will show them that if they are not flushing the water in their lines, they are having sediments and corrosion issues increasing so they actually lose water. They are wasting water by not doing their maintenance. What they are looking at is going in and doing a program where they do what is called unidirectional flushing. It has higher velocities but the water is captured and it is reused. He commented that there are some things they have proposed doing that will have some increased costs but they may have offsetting benefits. They are basically going from a different model. They basically, up to this point, waited until something broke and then they would go fix it. They are trying to get ahead of that curb and make sure they understand what their liabilities and assets are, do the preventative maintenance they need to do, and be good stewards of those assets. He noted that there is some change. They will see some costs but there are normally offsetting benefits. They always look at that benefit analysis to make sure they are not just polishing the truck.

Council Member Medellin agreed that it may not look good to have water flowing down the curb but if they look at what the cost would be to fix those lines if they don't flush them could be more.

Council Member Bompreszi asked what is going on at National and Accornero.

Mr. Randall responded that was last week and it was a break. He knew they were going to get a lot of calls on that one.

Council Member Bompreszi commented that there is a sign that says the break has been reported.

Mr. Randall responded that they do those because what happens is that they can't dig for 48 hours. They are like everybody else, they have to call USA. He advised that on Saturday they went in and shut the water off and they are scheduling it with all their other breaks. They are short people but they have to repair them as they do. They did want to get in there and shut the water off so it is not flowing any longer.

Mr. Tooley directed his comment to the consultant. He would like to huddle with him after their visit today and talk about that nexus issue. Mr. Tooley asked the consultant if there is any additional feedback he needs from the Council at this point in terms of next steps.

Mr. Isaac stated he believes he has everything.

Mr. Tooley stated that unless the Council has questions, he thanks them very much.

2. Council Reports

Council Member Holley invited everyone to the McNally Games kick off this Saturday at McNally Park from 11:00 a.m. to 2:00 p.m. Council Member Holley asked Council Member Medellin to read a letter for him.

Council Member Medellin passed the letter to Mayor Poythress.

Mayor Poythress read the letter which gave an overview of Council Member Holley's roots in the community including his schooling, military service, and the support system which eventually led to his wanting to serve as a role model for the youth in the community. He eventually became involved in the McNally Park Jesse Owens Games and has served as their director for the past 28 years with this being the final year. The letter also talked about the many volunteers and organizations that have contributed to the success of the program. Although this is his last year, he hopes that he will still be an active member of the community. The last McNally Park Jesse Owens Games is scheduled Saturday, May 9, 2015 at Martin Luther King Jr. Middle School.

Council congratulated Council Member Holley.

Council Member Holley reported that he attended the egg hunt the City put on. It was well attended. There were over 400-600 kids out there and there were 10,000 eggs. He commended staff for organizing it so well.

ADJOURNMENT

The meeting was adjourned by Mayor Poythress at 1:52 p.m.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

SONIA ALVAREZ, City Clerk

ROBERT L. POYTHRESS, Mayor

City of Madera

Return to Agenda

Council Meeting Of June 3, 2015
Agenda Item No. B-2

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

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 6/3/15

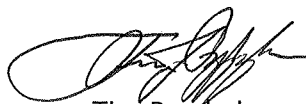
Attached, for your information, is the register of the warrants for the City of Madera covering obligations paid during the period of:

May 8, 2015 to May 21, 2015

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

General Warrant:	199487-199681	\$	963,227.91
Wire Transfer	Union Bank Payroll and Taxes	\$	510,814.96
Wire Transfer	SDI	\$	1,541.23
Wire Transfer	Cal Pers	\$	156,777.65

Respectfully submitted,



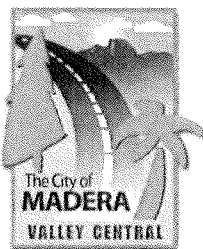
Tim Przybyla
Financial Services Director

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
May 21, 2015

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
199487	5/14/2015	AT&T	04/15 SVS 5596640196629	1,197.68
199488	5/14/2015	AT&T	04/15 SVS 5596742972932	1,119.40
199489	5/14/2015	AT&T	04/15 SVS 2343418109379	1,631.16
199490	5/14/2015	AT&T	04/15 SVS 5596619156821	802.48
199491	5/14/2015	ANDY'S SPORTS AND DESIGN	ADVERTISING	410.40
199492	5/14/2015	TOWNE PLANNING & ENVIRONMENTAL	LAKE ST WIDENING ENVIRONMENTAL ANALYSIS	3,008.97
199493	5/14/2015	CALCON SYSTEMS, INC.	SCADA TROUBLE SHOOT & RESPONSE	1,050.00
199494	5/14/2015	CALIFORNIA HIGHWAY PATROL	INSPECTION APPLICATIONS GPPV BUS #35- 41	350.00
199495	5/14/2015	STATE CONTROLLER'S OFFICE	ADMIN CITES INTERCEPT EXPENSE	16.66
199496	5/14/2015	CALIFORNIA SURVEYING AND DRAFTING SUPPLY	POND PLACEMENT PROJECT	133.32
199497	5/14/2015	MADERA TROPHY	ADULT SOCCER CHAMPIONSHIP T-SHIRTS	199.80
199498	5/14/2015	CENTRISYS CORP.	EQUIPMENT LUBRICATION	523.31
199499	5/14/2015	CLEARPOINT FINANCIAL SOLUTIONS, INC.	APRIL HOMEBUYER ED CLASS REIMBURSEMNT	1,200.00
199500	5/14/2015	COMCAST	ADC INTERNET/ TV COMCAST	94.18
199501	5/14/2015	CONCENTRA MEDICAL CENTERS	PHYSICAL EXAMS	349.00
199502	5/14/2015	CREATIVE COPY	LMD PROP 218 ENVELOPES	558.26
199503	5/14/2015	DAHL-BECK ELECTRIC	NO. 2 INF PUMP REPAIRS	26,249.42
199504	5/14/2015	DIAMOND COMMUNICATIONS	ALARM MONITORING	26.00
199505	5/14/2015	TAYLOR INSURANCE C/O TERRI PISK	Utility Billing Deposit Refund	10.61
199506	5/14/2015	JIMENEZ DANIEL AND CASTAGNOLA KELLI	Utility Billing Deposit Refund	45.92
199507	5/14/2015	VERA ENRIQUE AND NOEMI	Utility Billing Credit Refund	151.62
199508	5/14/2015	GONZALES PHILLIP	Utility Billing Deposit Refund	2.28
199509	5/14/2015	BARRERA MARICELA	Utility Billing Credit Refund	148.36
199510	5/14/2015	GUERRERO EDER OR CITY OF MADERA	Utility Billing Credit Refund	67.26
199511	5/14/2015	HASSEN NASSER ASKER	Utility Billing Credit Refund	279.22
199512	5/14/2015	FLORES ENRIQUE PABLO	Utility Billing Credit Refund	241.74
199513	5/14/2015	ARRIAGA JOAQUIN S	Utility Billing Credit Refund	235.14
199514	5/14/2015	GARCIA FRANCISCO	Utility Billing Deposit Refund	88.04
199515	5/14/2015	CASTRO ERNIE AND CASTRO YVONNE	Utility Billing Credit Refund	113.02
199516	5/14/2015	DORSEY T L	Utility Billing Credit Refund	301.32
199517	5/14/2015	KAHLON KARANBALJIT	Utility Billing Deposit Refund	64.30
199518	5/14/2015	MOLINA DELIA	Utility Billing Credit Refund	101.60
199519	5/14/2015	CONTRERAS MARIA J	Utility Billing Credit Refund	65.45
199520	5/14/2015	KB HOME NORTHERN CA	Utility Billing Credit Refund	189.34
199521	5/14/2015	SPARKMAN MOYENNE YVETTE	Utility Billing Credit Refund	127.91
199522	5/14/2015	AVALOS SANDRA	Utility Billing Credit Refund	150.87
199523	5/14/2015	JOYNER JAMES	Utility Billing Credit Refund	198.78
199524	5/14/2015	INGLE STEVEN	Utility Billing Credit Refund	126.71
199525	5/14/2015	CRUZ EPIFANIA	Utility Billing Credit Refund	65.72
199526	5/14/2015	HIGAREDA JUAN MIGUEL OR CITY OF MADERA	Utility Billing Credit Refund	150.42
199527	5/14/2015	PINEDA CHRISTIAN OR CITY OF MADERA	Utility Billing Credit Refund	142.01
199528	5/14/2015	TORRES RAUL A OR CITY OF MADERA	Utility Billing Credit Refund	150.37
199529	5/14/2015	LAZARO GARCIA PABLO	Utility Billing Credit Refund	150.26
199530	5/14/2015	TRACY STEPHANIE AND REYES CHARLES	Utility Billing Credit Refund	150.31
199531	5/14/2015	AVILA ERIC	Utility Billing Credit Refund	77.47
199532	5/14/2015	HERNANDEZ SUSANA	Utility Billing Credit Refund	139.22
199533	5/14/2015	BUTTACAVOLI CAMDEN	Utility Billing Credit Refund	52.94
199534	5/14/2015	ROMERO ANDREA	Utility Billing Credit Refund	119.43
199535	5/14/2015	BILL PFEIF AND ASSOCIATES	Utility Billing Credit Refund	141.58
199536	5/14/2015	KB HOME CENTRAL CALIFORNIA	Utility Billing Credit Refund	189.43
199537	5/14/2015	JOSEPH CROWN CONSTRUCTION	Utility Billing Credit Refund	157.40
199538	5/14/2015	YOUNG KIM	Utility Billing Credit Refund	74.07
199539	5/14/2015	TERAN TOBIAS	Utility Billing Credit Refund	146.67
199540	5/14/2015	EBIX, INC.	COMPWATCH ANNUAL SERVICE FEE	440.00
199541	5/14/2015	ESPINOZA SEWER SERVICE	PORTABLE TOILET SERVICE	50.00
199542	5/14/2015	EWING IRRIGATION PRODUCTS	SPRINKLERS	678.57
199543	5/14/2015	FRESNO BEE, THE	HUMAN RESOURCES TECH WANTED AD	401.99
199544	5/14/2015	FRESNO COUNTY TREASURER	WATER SAMPLES	2,585.00
199545	5/14/2015	FRESNO MADERA AREA AGENCY ON AGING	03/15 UNSERVED MEALS	124.99
199546	5/14/2015	FRESNO REPROGRAPHICS	ST 14-08/ R-55 PLANS & SPECS	424.78
199547	5/14/2015	FUTURE FORD OF CLOVIS	BUS TRANSMISSION	3,029.22
199548	5/14/2015	GEIL ENTERPRISES, INC.	JANITORIAL SERVICE	25.00
199549	5/14/2015	GUARDIAN WESTERN SWEEPING INC.	MONTHLY POWER SWEEPING	521.00
199550	5/14/2015	HARBISON INTERNATIONAL INC.	SURVEYING SERVICES	8,230.00

199551	5/14/2015	JOHN DEERE LANDSCAPES, LLC	SPRINKLERS	635.26
199552	5/14/2015	JONES, OVID C.	REIMB OF CERTIFICATION FEE GR.3 WTP0	300.00
199553	5/14/2015	KOFF & ASSOCIATES, INC.	COMPENSATION STUDY	2,642.00
199554	5/14/2015	LEHR AUTO ELECTRIC	PD UPLIFT	282.16
199555	5/14/2015	LEXISNEXIS	APRIL CHARGES	274.00
199556	5/14/2015	LIEBERT CASSIDY WHITMORE	LEGAL FEES	150.00
199557	5/14/2015	LINCOLN AQUATICS INC.	CHLORINE FOR POOL	1,287.71
199558	5/14/2015	CITY OF MADERA	MAY UTILITIES 123 N E ST #102	56.72
199559	5/14/2015	CITY OF MADERA	MAY UTILITIES 123 N E ST #101	49.53
199560	5/14/2015	CITY OF MADERA	MAY UTILITIES 123 N E ST	30.33
199561	5/14/2015	CITY OF MADERA	MAY UTILITIES 999 SAN BRUNO AVE	74.88
199562	5/14/2015	CITY OF MADERA	MAY UTILITIES 1990 TANGERINE AVE	70.41
199563	5/14/2015	CITY OF MADERA	MISAPPLIED PAYMENT PARKING BAIL	2,040.00
199564	5/14/2015	MADERA CLEANERS & LAUNDRY	YOUTH CENTER FLOOR MAT SERVICE	32.30
199565	5/14/2015	MADERA COUNTY TAX COLLECTOR	NSP3 2ND INSTALLMENT PAR#047-364-004-000	1,448.80
199566	5/14/2015	MADERA TRIBUNE	TRIBUNE SUBSCRIPTION 7/17/15	84.79
199567	5/14/2015	MADERA TRIBUNE	PUBLIC NOTICE DRC 05/13/15	530.91
199568	5/14/2015	MILLER, BARBARA	PER DIEM CALNENA SPRING MEETING	91.50
199569	5/14/2015	MINTIER HARNISH PLANNING CONSULTANTS	HE SVS 04/01- 04/30/15	6,840.16
199570	5/14/2015	MOY & ASSOCIATES	APRIL 2015 TRANSIT MANAGER	7,925.86
199571	5/14/2015	PACIFIC GAS & ELECTRIC	04/15 SVS 3533032414-2	120,750.09
199572	5/14/2015	P G AND E	04/15 SVS 5225647713-5	10.02
199573	5/14/2015	MCCASKILL-AGUILAR, BELEN	REISSUE LOST CHECK #198909	100.16
199574	5/14/2015	MONTELONGO, MARTHA	PARK DEPOSIT REFUND/CANCELLATION	165.00
199575	5/14/2015	CRUZ, FELICIA	PARK CANCELLATION	165.00
199576	5/14/2015	DELAROSA, KATHLEEN	PARK CANCELLATION	165.00
199577	5/14/2015	RESERVE ACCOUNT	PREPAID POSTAGE METER USEAGE JAN- APR 15	1,200.00
199578	5/14/2015	SILVA'S AUTO BODY	#6002 REPAIRS	3,578.46
199579	5/14/2015	STATE WATER RESOURCES CONTROL BOARD	EXAM FEE WATER DISTRIB OPERATR BOTWRIGHT	130.00
199580	5/14/2015	STRATEGIC INSIGHTS, INC.	SOFTWARE LICENSE RENEWAL	1,012.50
199581	5/14/2015	TESEI PETROLEUM, INC.	FUEL	399.44
199582	5/14/2015	TESEI PETROLEUM INC.	FUEL CHARGES 4/21/15- 4/30/15	14,319.32
199583	5/14/2015	UNITED RENTALS, INC	EMERGENCY INF RENTAL PUMPS	5,207.33
199584	5/14/2015	VISION SERVICE PLAN-(CA)	VISION SERVICE PLAN VSP MAY 2015	2,285.96
199585	5/14/2015	WEST COAST ARBORISTS, INC.	TREE TRIMMING	3,190.00
199586	5/14/2015	WONDRIES FLEET GROUP	F250 PICKUP	24,148.63
199587	5/21/2015	LEYJA, BIIANY	FACILITY DEPOSIT REFUND	100.00
199588	5/21/2015	NUNEZ, MARTHA	FACILITY DEPOSIT REFUND	100.00
199589	5/21/2015	SANDERS, BARBARA	PARK DEPOSIT REFUND	50.00
199590	5/21/2015	FALCON, ANGELICA	FACILITY CANCELLATION REFUND	150.00
199591	5/21/2015	GUTKNECHT, JANE	PARK DEPOSIT REFUND	50.00
199592	5/21/2015	MACIEL, NORMA	PARK DEPOSIT REFUND	50.00
199593	5/21/2015	ALLWAYS TOWING	TOWING SVS	400.00
199594	5/21/2015	AT&T	PD PRIVATE LINE SVS 04/19- 05/15	733.78
199595	5/21/2015	AT&T	04/15 SVS 2343429813438	460.33
199596	5/21/2015	ALERT-O-LITE	HOME COMING PARADE 2014	300.00
199597	5/21/2015	ALL VALLEY ADMINISTRATORS	ADMIN FEES FOR MAY 2015	66.00
199598	5/21/2015	ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXP 05/22/15 PR	766.20
199599	5/21/2015	AMERICAN BUSINESS MACHINES	PRINTER MAINT AGREEMNT MAY 2015	1,252.57
199600	5/21/2015	AVISON CONSTRUCTION, INC	ST 14-05 PROG PMT #4 APRIL 2015	334,397.53
199601	5/21/2015	BSK ASSOCIATES	PERMIT COMPLIANCE SAMPLING	694.00
199602	5/21/2015	BANK OF THE WEST	IN CAR CAMERA	8,713.46
199603	5/21/2015	VIDALES, VERONICA	FACILITY DEPOSIT REFUND	100.00
199604	5/21/2015	BUGGY SHOWER CAR WASH	04/15 PD CAR WASHES	136.50
199605	5/21/2015	BUSHONG, JASON	MILEAGE REIMBURSEMENT 05/16/15	31.80
199606	5/21/2015	CALIFORNIA DEPARTMENT OF JUSTICE	FINGERPRINTING	479.00
199607	5/21/2015	CALIFORNIA FORENSIC INSTITUTE	HNT TRAINING JANUARY 2015	1,000.00
199608	5/21/2015	CBCINNOVIS, INC	ACCESS FEE	16.00
199609	5/21/2015	CENTRAL VALLEY PRESORT	05/15 AR STATEMENTS	111.09
199610	5/21/2015	COLONIAL LIFE & ACCIDENT INSURANCE CO	E700482-3 FOR 05/22/2015 PAYROLL	1,090.99
199611	5/21/2015	CONCENTRA MEDICAL CENTERS	DOT TESTING	123.00
199612	5/21/2015	RAMOS MONA	Utility Billing Deposit Refund	29.14
199613	5/21/2015	GARZA JOE AND SUSAN	Utility Billing Deposit Refund	6.51
199614	5/21/2015	HERNANDEZ RAFAEL	Utility Billing Credit Refund	22.14
199615	5/21/2015	FLORES ERNESTO GONZALEZ OR CITY OF MADERA	Utility Billing Credit Refund	239.79
199616	5/21/2015	RAMOS ANTHONY OR CITY OF MADERA	Utility Billing Credit Refund	169.95
199617	5/21/2015	POYTHRESS ROBERT L	Utility Billing Deposit Refund	62.41
199618	5/21/2015	JACKSON BRIAN	Utility Billing Deposit Refund	24.68

199619	5/21/2015	KELLEY TIM S	Utility Billing Credit Refund	22.83
199620	5/21/2015	NIX FRED G AND TAMI JO OR CITY OF MADERA	Utility Billing Credit Refund	150.73
199621	5/21/2015	GARCIA JOSE	Utility Billing Credit Refund	85.60
199622	5/21/2015	KSA REALTY INC	Utility Billing Credit Refund	10.26
199623	5/21/2015	HOWARD KARA	Utility Billing Credit Refund	119.79
199624	5/21/2015	KARALEIGH WOODWARD BRIANA	Utility Billing Credit Refund	107.24
199625	5/21/2015	PIREZ OSCAR VILLALOBOS	Utility Billing Credit Refund	132.74
199626	5/21/2015	ECN POLYGRAPH AND INVESTIGATIONS	POLYGRAPHS	1,050.00
199627	5/21/2015	ENTENMANN-ROVIN CO	UNIFORMS	93.33
199628	5/21/2015	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 05/01- 05/15/15	8,287.50
199629	5/21/2015	FORENSIC NURSE SPECIALISTS, INC.	FRESNO SART	3,200.00
199630	5/21/2015	FRESNO COUNTY ECONOMIC OPPTY. COMMISSION	APRIL 2015 SITE SUPPLIES	529.52
199631	5/21/2015	HAYNES, EUGENE G.	MILEAGE REIMBURSEMENT 05/13/15	54.97
199632	5/21/2015	HERTZ EQUIPMENT RENTAL	WATER TRUCK RENTAL	2,204.28
199633	5/21/2015	JSL CONSTRUCTION INC.	PMT #9- 27322 PERKINS AVE	3,672.00
199634	5/21/2015	JORGENSEN COMPANY	FIRE ALARM REPAIR/ BATTERIES	271.60
199635	5/21/2015	KAISER FOUNDATION HEALTH PLAN	PHYSICAL EXAMS	1,347.00
199636	5/21/2015	LANGUAGE LINE SERVICES, INC.	INTERPRETATION SVS	264.30
199637	5/21/2015	LYNN PEAVEY COMPANY	SUPPLIES	364.53
199638	5/21/2015	M A C E A	MAY 2015 MONTHLY DUES	27.50
199639	5/21/2015	CITY OF MADERA	MAY UTILITIES 322 W 6TH ST	115.35
199640	5/21/2015	M.C.E.A.	MAY 2015 MONTHLY DUES	370.00
199641	5/21/2015	MADERA COUNTY	AMTRAK STATION 50% COSTS	188.72
199642	5/21/2015	MADERA COUNTY	NSP3 MAY UTILITIES 27322 PERKINS RD	58.00
199643	5/21/2015	MADERA COUNTY	NSP3 MAY UTILITIES 27152 SAN JOSE AVE	27.66
199644	5/21/2015	MADERA COUNTY	NSP3 MAY UTILITIES 27152 SAN BRUNO AVE	27.66
199645	5/21/2015	MADERA HONDA SUZUKI	MOTORCYCLE REAR TIRE REPAIR	309.93
199646	5/21/2015	M P O A	MAY 2015 MONTHLY DUES	7,487.90
199647	5/21/2015	MADERA PRIVATE SECURITY PATROL	SECURITY SVS	526.76
199648	5/21/2015	MADERA TRIBUNE	PH NOTICE 5/6/15 COUNCIL MEETING	41.40
199649	5/21/2015	METRO UNIFORM	UNIFORM	848.91
199650	5/21/2015	CS & FD MEDICAL WASTE DISPOSAL	WASTE DISPOSAL	139.00
199651	5/21/2015	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 05/22/15 PAYROLL	5,573.55
199652	5/21/2015	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 05/22/2015 PAYROLL	2,008.56
199653	5/21/2015	OPERATING ENGINEERS, LOCAL #3	MAY 2015 MONTHLY DUES	4,532.00
199654	5/21/2015	ONTRAC	SHIPPING SVS	21.54
199655	5/21/2015	PACIFIC GAS & ELECTRIC	04/15 SVS 9920095153-3	34,785.38
199656	5/21/2015	P G AND E	04/15 SVS 5207933925-6	127.83
199657	5/21/2015	PECK'S PRINTERY	BUSINESS CARDS	101.52
199658	5/21/2015	WEBBER, VICTOR	ACCOUNT TERMED REFUND DEPOSIT	56.00
199659	5/21/2015	MENDEZ, VINCENT	CAT TRAP DEPOSIT REFUND	26.00
199660	5/21/2015	RECYCLE/CONSERVE/PRESERVE OUR PLANET	REFUND OF OVERPAYMENT	223.14
199661	5/21/2015	SANDHU TRANSPORT INC	LICENSE FEE REFUND	50.00
199662	5/21/2015	GARCIA, GENARO	PARK DEPOSIT REFUND	50.00
199663	5/21/2015	SEARS, ROBIN	PARK DEPOSIT REFUND	50.00
199664	5/21/2015	PIERCE CONSTRUCTION	ASPHALT PATCHING	79,883.71
199665	5/21/2015	PRAXAIR DISTRIBUTION, INC.	PRAXAIR CYLINDER DEMURRAGE	463.76
199666	5/21/2015	PYRO SPECTACULARS, INC	FIREWORKS FOR JULY 4TH EVENT	14,500.00
199667	5/21/2015	RON'S TOWING & ROAD SERVICE	TOWING SVS	135.00
199668	5/21/2015	SJVAPCD	PERMIT FEES	479.00
199669	5/21/2015	SNAP TRENDS, INC.	1 YEAR SUBSCRIPTION	2,500.00
199670	5/21/2015	SPEAKWRITE LLC	DICTATION SVS	607.28
199671	5/21/2015	SPECTRATEK	CELL PHONE BODY UNIT	810.00
199672	5/21/2015	SUNEDISON, LLC	WWTP ELECTRICAL UTILITIES APRIL 2015	32,700.93
199673	5/21/2015	SYNAGRO WEST, INC.	BIO SOLIDS DISPOSAL	5,592.71
199674	5/21/2015	TAMARACK PEST CONTROL	PEST CONTROL WELL #28	510.00
199675	5/21/2015	TESEI PETROLEUM INC.	VEHICLE FUEL	1,523.78
199676	5/21/2015	THRIVE FITNESS	MAY 2015 MONTHLY DUES	81.00
199677	5/21/2015	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS APRIL 2015	111.00
199678	5/21/2015	UNION PACIFIC RAILROAD	FRESNO RIVER TRAIL/UPRR	611.57
199679	5/21/2015	US BANK CORPORATE PAYMENT SYSTEMS	04/15 CAL-CARD CHARGES	125,834.19
199680	5/21/2015	VERIZON WIRELESS	COUNCIL IPAD DATA PLAN APR 11- MAY 10	3,419.74
199681	5/21/2015	ZEE MEDICAL SERVICE CO.	MEDICAL SUPPLIES	73.23
Bank # 1 - Union Bank General Account Total				963,227.91



[Return to Agenda](#)

REPORT TO CITY COUNCIL

COUNCIL MEETING OF June 3, 2015
AGENDA ITEM NUMBER B-3

REPORT BY: Mary Anne Seay, Director
Parks & Community Services Department

APPROVED BY: David Tooley, City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING A FOOD SERVICE AGREEMENT WITH MADERA UNIFIED SCHOOL DISTRICT TO PROVIDE MEALS TO ELIGIBLE YOUTH DURING THE SUMMER FOOD SERVICE PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

RECOMMENDATION:

Staff recommends Council approve a Food Service Agreement with Madera Unified School District (MUSD) to provide meals to eligible youth during the Summer Food Service Program. Staff further recommends Council authorize the Mayor to execute the Agreement on behalf of the City.

SUMMARY

The Summer Food Service Program (SFSP) is a federally-funded, stated-administered program. The SFSP reimburses sponsors for providing healthy meals to children and teens in low-income areas during periods when they are out of school for fifteen (15) or more consecutive school days. The program is available to children ages eighteen (18) and under. In Madera, MUSD's Child Nutrition Department operates the program which serves City sites. By entering into this proposed Agreement, MUSD staff will deliver and serve meals to youth at four (4) City locations from June 10 through July 31, 2015. Meals will be served at Centennial Park, Pan-American Community Center, Rotary Park, and Lions Town and Country Park. The latter location was selected because it is home to the Parks and Community Services (PCS) Department's summer day camp program which serves up to 60 youth per day.

DISCUSSION:

Children need healthy food all year long. During the school year, many children receive free and reduced-price breakfast and lunch through the School Breakfast and National School Lunch Programs. When school is out of session during the summer months, many local children are at risk of hunger. Hunger is one of the most severe roadblocks to the learning process. Lack of nutrition during the summer months has the potential to start a cycle for poor academic performance once school begins and is proven to make children more prone to illness and other health issues. The SFSP is designed to fill that nutrition gap and make sure children get the nutritious meals they need.

Reimbursement funding is made available through the United States Department of Agriculture (USDA) by way of the California Department of Education (CDE). MUSD serves in the capacity of the local sponsor; their Child Nutrition Department prepares and delivers meals to sites, administers the program, and communicates data with the CDE. MUSD receives reimbursement payments for the meals they serve. Children 18 years and younger may receive free meals and persons with disabilities who are 19 and older and participate in school programs for mentally or physically disabled people are also eligible.

The City will designate and make appropriate space available for the SFSP at the four (4) sites listed above. PCS staff will market the program to Maderans through the Department's summer activity guide, web-site and social media outlets. MUSD will ensure that all SFSP staff are trained on proper handling and distribution of food as mandated by the funding agency. All associated staff must pass a criminal background check to include Live Scan fingerprinting and must be cleared to work with children.

FINANCIAL IMPACT:

Because there is no monetary exchange between the District and the City as a result of this Agreement, there is no negative impact to the City's General Fund. The City simply provides meal service locations and marketing assistance to the District who gets reimbursed for staffing and operational costs by the USDA via the CDE.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions are consistent with the following Vision Madera 2025 strategies:

Action 305.4: Expand youth service club and promote community services provided.

Strategy 404: Promote increased community wellness.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
APPROVING A FOOD SERVICES AGREEMENT WITH MADERA UNIFIED
SCHOOL DISTRICT TO PROVIDE MEALS TO ELIGIBLE YOUTH DURING THE
SUMMER FOOD SERVICES PROGRAM AND AUTHORIZING THE MAYOR TO
EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

WHEREAS, the City of Madera provides recreation programs and facilities to the youth of Madera; and

WHEREAS, Madera Unified School District (MUSD) operates a Summer Food Service Program made available by the United States Department of Agriculture (USDA); and

WHEREAS, MUSD provides a nutritious meal served to qualified attendees who are 0 to 18 years of age at Centennial Park, Rotary Park, Pan-American Community Center, and Lions Town and Country Park; and

WHEREAS, MUSD is a qualified and established vendor providing food services that meet the guidelines provided by the USDA; and

WHEREAS, MUSD has prepared an Agreement with the City to formalize the terms and conditions for the provision of food services at the above listed locations.

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

1. The above recitals are true and correct.
2. The proposed Food Services Agreement between the City and Madera Unified School District, a copy of which is on file in the Office of the City Clerk and is referred to for full particulars, is approved.
3. The Mayor is authorized to execute the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *

Madera Unified School District
and

The City of Madera

FOOD SERVICE AGREEMENT

This agreement is made and entered into this 10th day of June 2015, by and between Madera Unified School District ("District") and The City of Madera ("City").

The City of Madera (City)

205 W. 4th Street
Madera, Ca. 93637

and,

Madera Unified School District (District)

2300 Howard Road
Madera, Ca. 93637

For Services at:

Centennial Park

701 E. 5th St.
Madera, Ca. 93638

and,

Pan-American Community Center

703 E. Sherwood Way
Madera, Ca. 93638

and,

Town & Country Park

2300 Howard Road
Madera, Ca. 93637

and,

Rotary Park

930 North Gateway Drive
Madera, Ca. 93637

Whereas, **DISTRICT** operates a food service program to provide summer lunches at no charge to recipients and in doing so is not an agent or employee of **CITY**; and
Whereas, **DISTRICT** has a need for locations to host its food service program; and
Whereas, **CITY** can make locations listed available to **DISTRICT** in **CITY** parks and at **CITY** facilities.

Now therefore, the purpose of this agreement is to state the terms and conditions under which the **DISTRICT** will provide food services at **CITY** locations.

1. Responsibilities of the **DISTRICT**.

- a. Provide and deliver daily lunch meals at service locations designated in this agreement Monday through Friday (Excluding holidays as designated by the **DISTRICT**).
- b. Meals will be delivered to service locations at 11:30am with service time not to exceed two hours.
- c. Give **CITY** advance written notice (E-mail) of any changes to the scheduled time of meal delivery.
- d. Staff assigned to provide meal service delivery must pass a criminal background check to include Live Scan fingerprinting and must be cleared to work with children.
- e. District Staff assigned to provide meal service delivery shall be trained on proper handling and distribution of food as mandated by the funding agency.
- f. Staff assigned to provide meals onsite will ensure that any litter created by summer meals program will be cleaned.

2. Responsibilities of the **CITY**.

- a. Reserve designated space at each meal site for lunch distribution.
- b. Market summer lunch program.

3. Term. The services described in Paragraph 1 shall commence on June 10, 2015 and shall end on July 31, 2015 unless earlier terminated pursuant to Paragraph 8.

4. Payment. Nothing in this agreement shall be deemed to be a commitment or obligation of funds from either party.

5. Indemnity. Madera Unified School District shall indemnify, defend, and save and hold harmless the City of Madera, its City Council, officers, agents, employees and volunteers from any and all claims, damages, losses, causes of actions, and demands, including reasonable attorney's fees and costs, incurred in connection with the processing or defense of any matter,

claim, lawsuit or contest arising out of District's performance of or failure to perform the work described in this agreement.

6. Insurance. District 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 and the results of that work by the District, its agents, representatives, employees or subcontractors.

Minimum Scope and Limits of Insurance

District shall maintain limits no less than:

- \$1,000,000 General Liability (including operations, products and completed operations) per occurrence, \$2,000,000 aggregate, 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 least as broad as ISO Form CA 00 01 covering Automobile Liability, code 1 (any auto).
- Worker's Compensation as required by the State of California.
- \$1,000,000 Employer's Liability per accident for bodily injury or disease.

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

- The City, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the District; and with respect to liability arising out of work or operations performed by or on behalf of the District including materials, parts or equipment furnished in connection with such work or operations. For any claims related to this project, the District's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the District'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 City.

- Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Waiver of Subrogation

District hereby agrees to waive subrogation which any insurer of District may acquire from District by virtue of the payment of any loss. District agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the City for all work performed by the District, its agents, employees, independent contractors and subcontractors.

Acceptability of Insurers

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

Verification of Coverage

District shall furnish the City with copies of original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

District shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. Termination of Agreement. The City or District may terminate this Agreement for any reason upon 30 days written notice.

8. No Entitlement. District agrees that it has no entitlement to any future contracts or work from the City or to any employment or fringe benefits from the City.

9. Governing Law and Venue. This Agreement shall be governed by and construed only in accordance with the laws of the State of California. If any action is initiated involving the application or interpretation of this Agreement, venue shall only lie in the appropriate state court in Madera County or federal court in Fresno County, California.

10. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the District, the City and their respective successors and assignees.

11. Severability. If any provision of this agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this agreement.

12. Amendment. The terms of this agreement shall not be amended in any manner whatsoever except by mutual written agreements signed by both parties.

13. Entire Agreement. This agreement constitutes the entire agreement between the parties. There are no oral understandings, side agreements, representation or warranties, expressed or implied, not specified in this Agreement.

14. Licenses. **DISTRICT** represents that **DISTRICT** and all agents and employees of **DISTRICT** are licensed by the state of California, if applicable, to perform all the services required by this agreement. **DISTRICT** will maintain all licenses in full force and effect during the term of this agreement.

15. Compliance with Law. **DISTRICT** agrees to perform the services contemplated by this agreement in a professional and a competent manner and in compliance with all local, state and federal laws, and regulations governing the service to be rendered pursuant to this agreement.

16. Equipment and Materials. **DISTRICT** shall provide all equipment, materials, and supplies necessary for the performance of this agreement. This provision is negotiable as to the needs of specific children.

17. Non-discrimination. **DISTRICT** shall not engage in unlawful discrimination in the employment of persons because of race, color national origin, age, ancestry, religion, sex, marital status, medical condition, physical handicap, or other bias prohibited by state or federal law.

18. Approvals. The parties agree that the effectiveness of the agreement is contingent upon approval by the District's Board of Trustees and by the Madera City Council. In accordance with Education Code Section 39656, this contract is not valid or an enforceable obligation against the **DISTRICT** until approved or ratified by motion of the Governing Board duly passed and adopted.

Madera Unified School District:

by: Edward C. González
Superintendent

Signature: _____

Date: _____

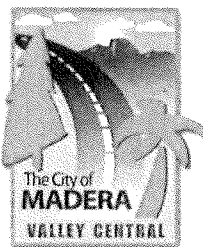
City of Madera:

by: Robert L. Poythress
Mayor, City of Madera

Signature: _____

Date: _____

Approved as to form: _____



[Return to Agenda](#)

REPORT TO CITY COUNCIL

COUNCIL MEETING OF June 3, 2015
AGENDA ITEM NUMBER B-4

PREPARED BY: Mary Anne Seay, Director
Parks & Community Services Department

APPROVED BY: David Tooley, City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING A CONSULTANT SERVICES AGREEMENT WITH MADERA UNIFIED SCHOOL DISTRICT (MUSD) FOR PARTIAL ADMINISTRATION OF THE DISTRICT'S FISCAL YEAR 2015-16 AFTER SCHOOL PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

RECOMMENDATION:

Staff recommends Council adopt the resolution approving a Consultant Services Agreement between the City and the Madera Unified School District (MUSD) for partial administration of the District's Fiscal Year 15-16 After School Program (ASP). Staff further recommends that Council authorize the Mayor to execute the Agreement on behalf of the City.

HISTORY:

During the fall of 2011, the MUSD Board of Education approved a plan to apply for State and Federal after school program grant resources. This action marked a change in the District's service delivery plan as the Madera County Office of Education previously operated the Club YES After School Program at all County school sites, including those on MUSD campuses.

Soon after making the decision to seek after-school resources on their own, District staff reached out to staff from the City's Parks and Community Services (PCS) Department to request assistance with the grants. PCS staff had previous and direct experience: 1) working with school districts to craft successful after-school grants and 2) building a coalition of partners to provide meaningful after school curriculum.

MUSD staff also requested letters of support from the Madera City Council for two separate grant submittals. District staff attended Council Meetings in December of 2011 and November of 2012 to request these letters of support. Council agreed to support their efforts and letters were provided to MUSD after each request. Taking direction from City Council, the PCS Department maintained and grew its relationship with the District in hopes that the two agencies would work together to provide programs to youth during the critical after school hours. In June of 2012, the District was awarded with two after school grants, one from the Federal Government and one from the State of California.

The City and the District did not immediately enter into an agreement as the timing of the grant awards coincided with significant budget cuts for the City. The cuts were so considerable that they made ramping-up for recruiting, hiring, and training an impossibility in 2012. During the 2013-14 school-year, the City and the District worked in partnership to provide shared programs for youth at both City and District facilities. These programs paved the way for the 2014 agreement between the two agencies.

At the June 4, 2014 Regular Meeting of the City Council, a Consultant Services Agreement between the City and MUSD was approved. The document represented a one-year Agreement in which MUSD agreed to pay the City \$221,500 to provide enrichment and recreation activities at 14 school sites during the critical after school hours. The 2014-15 ASP efforts were a significant success and the District and City are recommending extending the partnership into the next school-year. The specific actions recommended in this report are to approve a similar agreement that would extend ASP services into the 2015-16 school-year and to authorize the Mayor to execute the Agreement on behalf of the City.

DISCUSSION:

With this funding support, the City of Madera can provide school-aged youth (from kindergarten through high school) with opportunities to improve learning, health, and provide the building blocks to future success. The City of Madera is committed to the positive human development of its young residents, particularly during the critical after school hours. Positive development of youth in areas of concentrated poverty is made more challenging by many factors. Poverty has an unquestioned and unfortunate link to poor health, underperformance in the classroom and a subsequent reduced likelihood of future successes.

ASPs offer benefits that battle poverty related challenges. ASP participants have access to academic tutoring; enrichment activities; sports, fitness and wellness programming; nutrition programming and healthy snacks; leadership and mentoring opportunities; family science nights; and other general recreation and enrichment programs. They also have a safe place to grow, learn and play during the critical after school hours. The PCS Department tailors its programs to meet the unique goals set at each school site.

The District is funded for such programming through the 2016-17 school-year and has indicated a strong interest in maintaining the relationship with the City through the duration of their funding cycle and beyond. MUSD fully intends to continue providing ASP in the future and will submit associated grant applications to maintain service levels after the 2016-17 school-year. The PCS Department is prepared to continue this partnership into the future.

FINANCIAL IMPACT:

The recommended actions provide General Fund relief. This Consultant Services Agreement will allow for existing full-time staff time to be charged to the grant; staff estimates that the ASP program borne from this Agreement will relieve the General Fund by approximately \$75,000.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions support the following Vision Madera 2025 strategies:

- Action 305.4:** Expand youth service club and promote community services provided.
- Strategy 332:** Youth Services: Expand comprehensive services for Madera's youth, including employment opportunities, community activities, sports programs, performing arts and after-school programs.
- Strategy 334:** After School Programs: Develop after-school programs with emphasis on local cultures and their histories.
- Action 336.3:** Enhance and promote annual youth summit.
- Strategy 404:** Promote increased community wellness.
- Strategy 411:** Enhance and expand recreational activities available to Maderans.

RESOLUTION NO. 15 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING
A CONSULTANT SERVICES AGREEMENT WITH MADERA UNIFIED SCHOOL
DISTRICT (MUSD) FOR PARTIAL ADMINISTRATION OF THE DISTRICT'S
FISCAL YEAR 2015-16 AFTER SCHOOL PROGRAM AND AUTHORIZING THE
MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

WHEREAS, the youth of a community are known to be vulnerable to negative societal influences in the hours between the end of the school day and 6 pm; and

WHEREAS, the Madera Unified School District has obtained funding to provide students the opportunity to attend structured and organized activities during these critical after-school hours; and

WHEREAS, MUSD is seeking consultants with expertise in recreation, enrichment and educational programming to provide staffing, curriculum and materials needed for the direct provision of after-school program activities; and

WHEREAS, the City has staff and resources and the level of expertise necessary for provision of said programming; and

WHEREAS, MUSD has prepared an Agreement that specifies the responsibilities of the School District and the City in regard to provision by the City of after-school programming; and

WHEREAS, the Consultant Services Agreement is in the best interests of the public, the City and Madera Unified School District.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Madera hereby resolves, finds and orders as follows:

1. The above recitals are true and correct.
2. The Consultant Services Agreement with Madera Unified School District, a copy of which is on file in the office of the City Clerk and is referred to for more particulars, is hereby approved.
3. The Mayor is authorized to execute said Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *



MADERA UNIFIED SCHOOL DISTRICT

CONSULTANT SERVICES AGREEMENT

This agreement is made and entered into this 10th day of June 2015, by and between Madera Unified School District ("District") and The City of Madera. ("Consultant").

1. **Consultant agrees to provide the following specified services:**
The City of Madera will assign staff to provide enrichment services to students in the Madera Unified School District Afterschool Program at fourteen (14) sites.
2. **Term.** The Consultant's services described in Paragraph 1 shall commence on July 1, 2015 and shall end on June 30, 2016 unless earlier terminated pursuant to Paragraph 8.
3. **Payment.** District agrees to pay Consultant as follows: A total of \$221,500 for services provided at the following sites: \$23,500 per site at Madera High, Madera South High and Mt. Vista High (formerly Eastin Arcola); \$15,000 per site at Alpha Elementary, Berenda Elementary, Millview Elementary, Monroe Elementary, Nishimoto Elementary, Parkwood Elementary, Sierra Vista Elementary and Thomas Jefferson Middle School; \$12,000 for services at Adams Elementary; \$10,000 for services at Lincoln Elementary; and \$9,000 for services at Howard School. District will pay the City of Madera a total of \$25.25 per hour. This rate is a fully-burdened rate that covers site staff, administrative costs, and materials (not to exceed a total cost of \$10,000 across the 14 funded sites). Unless directed otherwise in writing by District, City shall not provide services in excess of allocated cost per site as listed above. Additional services and/or supplies can be provided to District at an additional rate. Supplies in excess of \$10,000 can be acquired at the City's cost plus 15% in administrative costs and staffing at the agreed upon fully-burdened rate of \$25.25/hour.
4. **Payroll Forms.** Consultant agrees to complete the District's consultant payroll form. Consultant agrees that failure to properly complete this form in a timely manner may result in nonpayment to consultant.
5. **Independent Contractor Status.** Consultant and any and all agents and employees of Consultant are agreed to be independent contractors in their performance under this Agreement and are not officers, employees, or agents of the District. Consultant shall retain the right to perform services for others during the term of this Agreement.
6. **Indemnity.** Consultant shall indemnify, defend, and save and hold harmless the District, its Board of Trustees, officers, agents, and employees from any and all claims, damages, losses, causes of actions, and demands, including reasonable attorney's fees and costs, incurred in connection with the processing or defense of any matter, claim, lawsuit or contest arising out of Consultant's performance of or failure to perform the work required by this Agreement.
7. **Insurance.** Consultant agrees to purchase and maintain throughout the term of this Agreement a comprehensive general liability insurance policy to protect Consultant from damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from Consultant's responsibilities under this Agreement, whether such acts or omissions be by Consultant or anyone directly or indirectly employed by Consultant. This insurance shall name the District as additional insured and shall be written for not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) for property damage. A certificate of insurance shall be filed with the District and shall provide that no changes shall be made to such insurance without thirty (30) days prior written notice to the District.
8. **Termination of Agreement.** District may terminate this Agreement for any reason upon written notice to Consultant. In the event of early termination, Consultant shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the district deems proper.
9. **No Entitlement.** Consultant agrees that it has no entitlement to any future contracts or work from District or to any employment or fringe benefits from the District.
10. **Taxes.** Payment to Consultant pursuant to this Agreement will be reported to federal and state taxing authorities as required on the IRS Form 1099. District will not withhold any money from compensation payable to Consultant. In particular, District will not withhold FICA (social security); state or federal

unemployment insurance contributions; and/or state or federal income tax or disability insurance. Consultant is independently responsible for the payment of all applicable taxes.

11. Governing Law and Venue. This Agreement shall be governed by and construed only in accordance with the laws of the State of California. If any action is initiated involving the application or interpretation of this Agreement, venue shall only lie in the appropriate state court in Madera County or federal court in Fresno County, California.
12. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Consultant, the District and their respective successors and assignees.
13. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Agreement.
14. Amendment. The terms of this Agreement shall not be amended in any manner whatsoever except by written agreements signed by the parties.
15. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no oral understandings, side agreements, representation or warranties, expressed or implied, not specified in this Agreement.
16. Licenses. Consultant represents that Consultant and all agents and employees of Consultant are licensed by the state of California to perform all the services required by this Agreement. Consultant will maintain all licenses in full force and effect during the term of this Agreement.
17. Compliance with Law. Consultant agrees to perform the services contemplated by this Agreement in a professional and a competent manner and in compliance with all local, state and federal laws, and regulations governing the service to be rendered pursuant to this Agreement.
18. Board Approval. The parties agree that the effectiveness of the Agreement is contingent upon approval by the District's Board of Trustees.
19. Equipment and Materials. Consultant shall provide all equipment, materials, and supplies necessary for the performance of this Agreement. This provision may be negotiable as to the needs of specific children.
20. Non-discrimination. Consultant shall not engage in unlawful discrimination in the employment of persons because of race, color national origin, age, ancestry, religion, sex, marital status, medical condition, physical handicap, or other bias prohibited by state or federal law.
21. Copyright. Any product, whether in writing or maintained in any other form produced under this Agreement shall be the property of District. District shall have the right to secure a patent, trademark or copyright and the product or information may not be used in any manner without District's written permission.
22. In accordance with Education Code Section 39656, this contract is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted.

Madera Unified School District

Consultant:
City of Madera

by: Victor Villar
Associate Superintendent of Educational Services

(Signature)

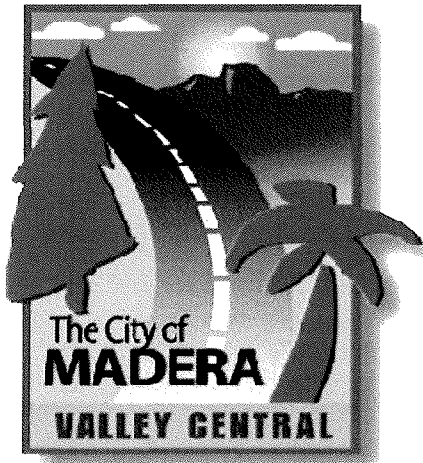
Date: _____

(Signature)

Date: _____

Federal ID # _____
or

SSN _____

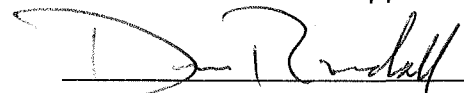


REPORT TO CITY COUNCIL

MEETING DATE: June 3, 2015

AGENDA ITEM NUMBER: B-5

Approved By:


PUBLIC WORKS DIRECTOR


CITY ADMINISTRATOR

SUBJECT: Consideration of a Resolution Approving an Agreement Between Connie and Robert Gowin Jr. and the City of Madera for Reimbursement Through the Sidewalk Repair Cost Assistance Program.

RECOMMENDATION: Staff recommends Council approve the agreement with Connie and Robert Gowin Jr. for reimbursement of sidewalk repair work through the Sidewalk Repair Cost Assistance Program. Staff further recommends Council authorize the Mayor to execute the Agreement on behalf of the City.

SUMMARY: The Gowins are the property owners of 421 Willis and wish to enter into an agreement with the City of Madera in order to receive \$1,950 reimbursement for curb and gutter repair costs under the Sidewalk Repair Cost Assistance Program.

DISCUSSION: The City Council, at their January 21, 2015 meeting, adopted Resolution No. 15-21, approving the Sidewalk Repair Cost Assistance Program. The program assists property owners with the costs of portions of the sidewalk, curb or gutter that are in need of repair.

The Gowins have expressed interest in the Program to cure raised and damaged curb and gutter issues, caused principally by root intrusion from the existing street trees, adjacent to their property. The Public Works Department met with the Gowins and determined the scope of work eligible under the program; was 40 lineal feet of the curb and gutter, starting at the south property line of 421 Willis and continuing north. The damage appears to be due to lifting from tree roots.

The property owner is responsible for making the needed repairs to the curb while the gutter and asphalt repair are considered to be part of the street and is the responsibility of the City. However, common practice requires the curb and gutter be poured monolithically. As a result, the property owner was required to obtain bids for the full cost of replacing the curb and gutter.

Upon review of the scope of work, the Gowins were advised to follow the guidelines of the program and obtain three bids from contractors. Once the bids were received, the Public Works Department reviewed the bids along with the property owner. Out of the bids received, the lowest proposal was from Marty the Concrete Guy and was chosen as the responsive bid.

Due to the property owner being responsible for only the curb, the breakdown of costs is as follows:

	Total Cost	City Share	Property Owner Share
Curb	\$1,300	\$650	\$650
Gutter	\$1,300	\$1,300	\$0
Total:	\$2,600	\$1,950	\$650

The above chart represents the City's costs to cover the repair work to the gutter and the 50% reimbursement to the Gowins.

Since the start of the Sidewalk Reimbursement program in April 2009 there have been 43 people who have expressed interest in the program. Of those 43, 15 have participated in the program including the Gowins.

With the inclusion of tonight's agreement, a total of \$1,950 will be expended from the program for Fiscal Year 2014/15.

FINANCIAL IMPACT: There is approximately \$77,781 remaining in LTF funds which is allocated in Account No. 5830-5096 for the Sidewalk Repair Cost Assistance Program. This item will reduce that balance by \$1,950.

VISIONING: This action is consistent with strategy 401 – Develop and promote Madera as a walk-able community with an emphasis on improving the quality of the natural resources.

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A REIMBURSEMENT AGREEMENT FOR
SIDEWALK REPAIR AT 421 WILLIS AND AUTHORIZING THE MAYOR TO
EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

WHEREAS, the City of Madera is committed to the maintenance and continuous improvement of the City's infrastructure; and

WHEREAS, the City desires to maintain a harmonious, peaceful environment; and safe walkable neighborhoods; and

WHEREAS, the City Council has adopted Resolution No.15-21, approving the Sidewalk Repair Cost Assistance Program that assists the adjacent property owner for a portion of the cost of sidewalk and curb/gutter repair/replacement of approved costs within the limits of the program funds; and

WHEREAS, Connie and Robert Gowin Jr. plan to repair the sidewalk adjacent to 421 Willis; and

WHEREAS, Connie and Robert Gowin Jr. desire to enter into an agreement with the City for reimbursement which is on file in the office of the City Clerk entitled, "AGREEMENT FOR SIDEWALK REPAIR REIMBURSEMENT 421 WILLIS".

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

1. The above recitals are true and correct.
2. The agreement for Sidewalk Repair Reimbursement for 421 Willis "Reimbursement Agreement", a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Reimbursement Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

AGREEMENT FOR SIDEWALK REPAIR REIMBURSEMENT FOR 421 WILLIS
AVENUE

This Agreement is made this 3rd day of June, 2015, by and between the City of Madera, hereinafter referred to as "City," and Connie and Robert Gowin, Jr, hereinafter referred to as "Owner(s)" in regard to the property of 421 Willis Avenue.

RECITALS:

A. City has determined that many sidewalks, curbs and gutters within the City are in need of repair or replacement, and has developed and adopted guidelines and set aside a limited amount of funding for a 50/50 owner participation sidewalk repair program (the Program) which will facilitate the repair of sidewalks and assist owners of abutting properties in financing such repairs.

B. The Streets and Highways Code requires owners of property abutting sidewalks, including curbs and gutters, to maintain sidewalks in a condition that will not endanger the public or interfere with public convenience.

C. Owner desires to repair the sidewalk abutting Owner's property and desires to participate in the City's Sidewalk Repair Program.

AGREEMENT

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

1. Scope of Work. Owner and City have determined the scope of repairs to be undertaken to the sidewalk abutting Owners property (the Work), and the scope of the Work to be performed is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

2. Duties of Owner. The Owner shall obtain bids from three contractors to perform the Work as set forth in Exhibit A. The bids obtained must be calculated using

prevailing wages. The contractors shall all be licensed by the State of California. Owner shall provide City with copies of all three bids.

3. Selection of Contractor. City shall review the bids provided by Owner and shall select the lowest responsive bidder and shall notify Owner of which bid has been selected. City shall not consider any bids which were not prepared using prevailing wages. Owner shall take all steps reasonably necessary to engage the selected contractor in performing the Work as set forth in Exhibit A. City shall not be a party to any contract or other agreement between Owner and the contractor performing the Work.

4. Commencement of Work. Owner shall ensure that Work shall commence within 30 days of execution of this Agreement, and shall ensure that the Work shall be completed no later than 90 days from execution of this Agreement.

5. Inspection and Approval of Work. The property owner shall apply for an encroachment permit through the Engineering Office. All fees for this permit shall be waived. Upon notification by Owner that the Work has been completed, City shall inspect the work and shall approve the Work if it meets all applicable standards and specifications. City approval shall be in writing on a form provided by City to Owner.

6. Payment of Contractor and Reimbursement. Upon completion of the Work as evidenced by written approval of City, Owner shall pay to the contractor the entire amount due for the contractor's completion of the Work. City shall upon satisfactory evidence of payment in full to the contractor by Owner, reimburse the amount stipulated by this agreement, which shall not exceed One-Thousand and Nine Hundred and Fifty dollars (\$1,950.00). City reimbursement shall only be made in accordance with a bid selected by City pursuant to Section 3 herein.

7. Indemnification. The Owner agrees to indemnify and defend the City and hold it, its Council, commissions, officers, volunteers, employees and agents free and harmless

from and against any and all claims, lawsuits, judgments, costs, expenses and attorneys fees on account of injury to persons or damage to property arising out of or resulting from the negligence or willful misconduct of the Owner in the performance of this Agreement except for the sole negligence or willful misconduct of the City.

8. Attorney's Fees/Venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorney's fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County.

9. 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.

10. Termination. This Agreement may be terminated by mutual agreement or it may be terminated by the City upon giving fifteen (15) days written notice of intent to terminate the contract.

11. Notice. Any notice required hereunder shall be mailed

To the City:

City of Madera
c/o Dave Randall, Public Works Director
1030 S. Gateway Dr.
Madera, CA 93637

To the Owner:

Connie and Robert Gowin, Jr.
821 Orchard Ave.
Madera, CA 93637

12. Assignment. Neither the City nor Owner shall assign its interest in this Agreement without the written consent of the other.

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

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

CITY OF MADERA

Robert L. Poythress
Mayor

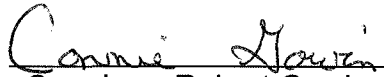
Attest:

Sonia Alvarez
City Clerk

Approved as to Form:

Brent Richardson
City Attorney

OWNER

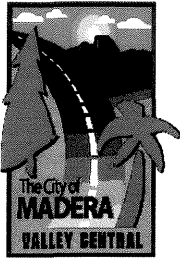


Connie or Robert Gowin, Jr.

Sidewalk Repair Reimbursement Program Scope of Work

APPOINTEE DETAILS	
Last Name: _____ Gowin _____	First Name: _____ Connie or Robert _____
Address: _____ 421 Willis Ave _____	Zip Code: _____ 93637 _____
Home # : _____	Cell # : _____

SCOPE OF WORK
Location: 40 lineal ft of cracked/damaged/raised curb and gutter abutting the property
Repairs Required: 1. Total of 40 lineal ft. of curb and gutter to be replaced due to cracked/damaged/raised concrete
- City is not responsible for costs associated with replacing any rocks or grass in the area on the side of the sidewalk
- Contractor shall install new curb and gutter to City Standards
City Cost Share: City's share of the cost shall be \$1,950.00 based upon the bid from Marty the Concrete Guy, which includes:
- \$1,300.00 for Gutter Repair (100% - City Cost)
- \$650.00 for Curb Repair (50% - City Cost)
- Owner's cost shall be
- \$650.00



[Return to Agenda](#)

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF June 3, 2015

AGENDA ITEM NUMBER B-6

APPROVED BY



GRANTS ADMINISTRATOR



COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: Consideration of a Resolution Approving an Agreement for Services with the Madera County Economic Development Commission to Administer a Small Business Revolving Loan Program from July 1, 2015 to June 30, 2020

RECOMMENDATION:

Staff recommends Council approve the agreement and adopt the resolution.

DISCUSSION:

Approving the agreement allows the Madera County Economic Development Commission (MCEDC) to continue issuing loans to businesses within the city limits for the next five years.

MCEDC uses its Community Development Block Grant (CDBG) line of credit to issue loans to businesses for start up, expansion or relocation within our city limits. For each \$35,000 loaned, one full-time position must be filled by a low to moderate-income person. Monthly loan payments from loans issued by MCEDC are held in a bank checking account. This pool of money is a Revolving Loan Fund. When MCEDC is approved to issue a new loan, they must deplete the RLF before requesting funds from their CDBG line of credit. Interest earned by the RLF is returned to the Department of Housing and Urban Development (HUD) annually.

The proposed agreement is for a period of five years. On a yearly basis (30-days before each Fiscal Year begins), MCEDC will submit an activity delivery budget. This budget is funded through the General Fund. Exhibit B of the Agreement is MCEDC's Activity Delivery Budget.

The agreement contains language to provide for revised future work plans pending the receipt by MCEDC of additional loan funds. The sources of additional loan funds may be from a portion of our

CDBG annual formula grant and local discretionary funds. A separate agreement would be required for the allocation of other funding sources to MCEDC.

Additional services provided by MCEDC are marketing, loan monitoring and collection services, coordination with and training of employment agencies, and documentation of targeted income group employees hired. These additional benefits are valuable because they alleviate city staff of some program issues. Attachment A is the proposed Agreement and its applicable Exhibits.

FISCAL IMPACT:

Loans issued by the MCEDC are CDBG funded. The General Fund incurs MCEDC's activity delivery expenses.

VISION MADERA 2025 ACTION PLAN CONSISTENCY:

The ability for MCEDC to issue loans directly addresses Strategy 408 by expanding the economic opportunities available to all Maderans and mitigates the impacts of generational poverty.

CDBG CONSOLIDATED PLAN CONSISTENCY:

MCEDC's program is assigned a High priority in the 2015/2019 Consolidated Plan and meets HUD's objective of expanding economic opportunities principally for low to moderate-income persons and households.

RESOLUTION NO. 2015-_____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING AN AGREEMENT FOR SERVICES WITH THE
MADERA COUNTY ECONOMIC DEVELOPMENT COMMISSION TO
ADMINISTER A SMALL BUSINESS REVOLVING LOAN PROGRAM
FROM JULY 1, 2015 to JUNE 30, 2020**

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

1. The Agreement for Services Funded by the City of Madera, California, to fund a Small Business Revolving Loan Program, is on file in the office of the City Clerk and to which reference is hereby made for full particulars as to the requirements thereof, is hereby approved, and the Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grants Administrator.
3. The Director of Finance is hereby authorized to take such action to implement the terms of this Resolution.
4. This Resolution is effective immediately upon adoption.

Attachment A

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into effective July 1, 2015.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and Madera County Economic Development Commission, hereafter referred to as the "CONTRACTOR".

RECITALS:

WHEREAS, 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 of Madera, 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 activities as necessary, reasonable and appropriate assistance to businesses within the City of Madera is eligible for funding under 24 CFR Part 570.201(e)(1); and

WHEREAS, CONTRACTOR is dedicated to the long term positioning of Madera County as an economically viable and vibrant county through the creation of a multifaceted and diversified economy; and

WHEREAS, CONTRACTOR has submitted a program plan that would provide no more than one-third of a project's total financing requirements, with private leveraging not less than a 2:1 ratio 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. Definitions

Borrower

For the purposes of this Agreement, Borrower shall be defined as the applicant, recipient and/or business and all of its officers, agents and employees receiving Federal assistance through the CONTRACTOR.

Activity Delivery Costs

CONTRACTOR shall receive reimbursement for the activity delivery of the CDBG Revolving Loan Program. The amount of compensation shall be based upon a cost estimate budget attached hereto as Exhibit B. Activity delivery costs are defined as staff time, training costs, and the purchase of any equipment and/or computer hardware/software deemed necessary for the effective administration of the Program. Said budget shall be submitted no less than 30 days prior to the start of each fiscal year. CONTRACTOR shall submit invoices with supporting documentation to CITY on a quarterly basis, summarizing expenses related to the activity delivery of the CDBG Revolving Loan Program. CONTRACTOR reserves the right to adjust the allocations between the budget line item but will not exceed the full amount of the annual budget.

2. Services

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

3. Funding and Method of Payment

a. Loan Funding

Upon submission of the loan disbursement package and determination by CONTRACTOR and CITY that application qualifies for funding, CITY shall issue payment for loan proceeds in accordance with the terms of the Loan Disbursement package.

b. Public Information

CONTRACTOR shall disclose in all public information its funding source.

c. Lobbying Activity

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

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.

e. Loan Security

CONTRACTOR's loan documents shall specify the amount and type of security sufficient to provide a source of repayment in the event of default by Borrower.

f. Program Income

Program income accumulated through the repayment of loans shall be held and reported by the CONTRACTOR and used to issue additional loans to qualifying businesses. The CONTRACTOR shall inform CITY in writing of any program income generated by the expenditure of CDBG funds. For purposes of this Agreement, Program Income (PI) is defined as proceeds from the repayment of loans.

4. Fiscal Compliance

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 CDBG funds.

5. Compliance With Laws

If 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. 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.

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. Independent Contractor Status

In performance of the work, duties, and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR'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 CONTRACTOR shall perform its work and function. However, 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.

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

7. Period of Performance

CONTRACTOR shall commence performance under this contract July 1, 2015, 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 CITY.

8. 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 five (5) 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 CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to 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

CONTRACTOR shall submit to CITY within fifteen (15) calendar days of the month following the end of the quarter, fiscal and program reports for the preceding quarter. CONTRACTOR shall also furnish to CITY such statements, records, reports, data, and information as CITY may request pertaining to matters covered by this Agreement. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit A-1 attached hereto and incorporated herein by reference. In the event that CONTRACTOR fails to provide such reports, it shall be deemed sufficient cause for CITY to withhold monthly payments until there is compliance. In addition, CONTRACTOR shall provide written notification and explanation to CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

c. Audit Requirements

(1) CONTRACTOR as a sub-recipient, agrees to submit to an audit conducted by an external auditor. The audit will include a financial and compliance findings or a statement that there were no findings. If there were negative findings, CONTRACTOR must include a corrective action plan signed by an authorized individual. CONTRACTOR agrees to take action to correct any material non-compliance or weakness found as a result of such audit. Such audit shall be delivered to the City of Madera Finance Department for review within one year of the end of any fiscal year in which funds were expended and/or received for the program. Failure to submit to said audit may result in the inability of CITY to enter into future agreements with CONTRACTOR. All audit costs related to this Agreement are the sole responsibility of CITY. Prior to entering into this Agreement, CONTRACTOR shall submit a copy of its last Annual Financial Statement and a copy of its Bylaws.

(2) CONTRACTOR shall make available all records and accounts for inspection by CITY, the State of California, if applicable, the Controller General of the United States, the Federal Grantor agency, or any of their duly authorized representatives; at all reasonable times for a period of at least three (3) years following final payment under this Agreement or the closure of all other pending matters, whichever is later.

d. CDBG Reporting Requirements

CONTRACTOR shall obtain documents satisfying CDBG reporting requirements from Borrower as specified in Section 7.b. of this Agreement. Initial information, as stated below, shall be obtained from the Borrower's present workforce. As the Borrower expands its workforce using loan proceeds, information relative to the expanded workforce shall be obtained for Federal reporting purposes as follows:

- (1) Total number of persons hired;
- (2) Total number of persons in the household of persons hired;
- (3) Household gross annual income of persons hired;
- (4) Previous employment status of persons hired;
- (5) A hired person's ability to access health insurance both before and after hired through the program.
- (6) Other data established in the program design attached herewith as Exhibit A.

e. Confidentiality

CONTRACTOR shall safeguard all confidential information in accordance with Welfare and Institution Code, Section 10850.

f. Cost Documentation

(1) CONTRACTOR shall establish accounting and bookkeeping procedures, in accordance with standard accounting and bookkeeping practices, including, but not limited to, employee time cards, payrolls, invoices, vouchers, orders, and other records of all transactions to be paid with CDBG funds in accordance with the performance of this Agreement.

(2) 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.

(3) 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 CONTRACTOR does not accomplish corrections within thirty (30) days, written notification shall constitute CITY's intent to terminate this Agreement.

(4) 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.

(5) CONTRACTOR shall grant to CITY, the State of California and the United States Department of Health and Human Services the royalty-free, nonexclusive, and irrevocable license throughout the world to publish, translate, reproduce, deliver, perform, dispose, duplicate, use, or disclose in any manner and for any purpose whatsoever and to authorize others to do so now and hereafter, all subject data now or hereafter covered by copyright. However with respect to subject data not originated in the performance of this Agreement, such license shall be, only to the extent that CONTRACTOR has the right to grant such license without becoming liable to pay any compensation to others because of such grant. CONTRACTOR shall exert all reasonable effort to advise CITY at time of delivery of subject data furnished under this Agreement, of all invasions of the right of privacy contained, and of all portions of such subject data copies from work not composed or produced in the performance of this Agreement and not licensed under this provision.

As used in this clause, the term "Subject Data" means writings, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data file and data processing of computer programs, and work of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, costs analyses, and similar information incidental to contract administration.

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.

9. Equipment

The intent to purchase capital equipment by Borrower shall be clearly stated in loan documents executed between CONTRACTOR and Borrower. Loan documents shall describe the items to be bought and shall fulfill the provisions of this Agreement which are appropriate and directly related to Borrower's services or activity under the terms of the Agreement. No capital equipment shall be purchased which has not been identified in loan documents executed by CONTRACTOR and Borrower during the term of this Agreement. CITY may refuse to reimburse for any costs resulting from capital equipment purchased, which is not identified in loan documents executed by CONTRACTOR and Borrower. Capital equipment purchased prior to the CONTRACTOR and Borrower entering into a loan agreement are exempt from the terms of this Agreement and, also, are not eligible for reimbursement under the terms of this Agreement.

10. Assignment

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

11. Subcontracts

If 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 CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by 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 CITY before any implementation and shall be retained by CITY.

CONTRACTOR shall be responsible to CITY for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions CONTRACTOR is subject to under this Agreement. No owner, partner, officer, or director of CONTRACTOR shall have any direct monetary interest

in any subcontract made by CONTRACTOR. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an owner, partner, officer, or director of CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with CONTRACTOR.

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

12. Conflict of Interest

No officer, employee, or agent of CITY who exercises any function or responsibility for planning and carrying out the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. CONTRACTOR and Borrower 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 CITY.

13. Discrimination

a. Eligibility for Services

CONTRACTOR shall prepare and make available to 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.

b. Employment Opportunity

CONTRACTOR and Borrower shall comply with the CDBG regulations and the Equal Employment Commission guidelines, which forbid 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, CITY shall suspend payment of all further funds pending a showing by CONTRACTOR and Borrower by clear and convincing evidence to the satisfaction of CITY that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of CITY, no person shall be employed by CONTRACTOR who is related by blood or marriage or who is a member of the Board of Directors or an officer of CONTRACTOR.

14. Insurance

Without limiting the CITY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement:

a. General Liability coverage with a per-occurrence limit of a minimum of One Million Dollars (\$1,000,000.00) covering all premises, operations, and its employees; b. Automobile Liability coverage with a

minimum of Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, and Five Hundred Thousand Dollars (\$500,000.00) per accident for bodily injury, and Fifty Thousand Dollars (\$50,000.00) for property damage;

b. Worker's Compensation Insurance in accordance with the California Labor Code and Employer Liability insurance of at least One Million Dollars (\$1,000,000.00) per occurrence.

c. CONTRACTOR shall obtain from Borrower evidence of insurance as specified in the Loan Agreement entered into between the CONTRACTOR and the Borrower.

Such insurance policies shall name CITY, its officers, agents, and employees, individually and collectively, as additional insured (except Worker's Compensation Insurance), but only insofar as the operations under this contract are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by CITY, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to CITY.

Prior to the commencement of performing its obligations under this Agreement, CONTRACTOR shall provide original endorsements on the foregoing policies, as required herein, to CITY, stating that such insurance coverages have been obtained and are in full force; that CITY, its officers, agents, and employees will not be responsible for any premiums on the policies; that such insurance names CITY, its officers, agents, and employees, individually and collectively, as additional insured (except Worker's Compensation Insurance), but only insofar as the operations under this contract are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by CITY, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to CITY.

CONTRACTOR shall furnish City with original endorsements effecting coverage required by this paragraph. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to identify the project/agreement and are to be received and approved by City before work commences. As an alternative to City's forms, CONTRACTOR's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this contract.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, CITY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

CONTRACTOR and the City of Madera understand the use of autos is limited to employees' personal commute to and from the 2425 West Cleveland, Suite 101 site. Should the use of autos be required for other tasks, CONTRACTOR shall submit to the City of Madera proof of insurance with limits as specified in the Agreement.

15. 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 CITY hereunder constitute a waiver by CITY of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach of default. CITY expressly reserves the right to demand of CONTRACTOR funds under this Agreement which, in the judgment of CITY, were not expended in accordance with the terms of this Agreement, and CONTRACTOR agrees to promptly refund any such funds upon demand. When there is a breach of this Agreement, as defined by this section, CITY may, in its sole discretion, immediately suspend or terminate this Agreement. In addition to immediate suspension or termination, CITY may impose any other remedies available at law, in equity, or otherwise specified in 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.

16. Indemnification

CONTRACTOR shall indemnify and hold harmless City and its Council board, officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including attorney fees arising out of the performance or non performance of this contract, caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the sole active negligence, or willful misconduct of City.

17. Administration

This Agreement shall be administered by the City of Madera Grants Department.

18. Evaluation

CITY shall monitor and evaluate the performance of 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. CONTRACTOR shall participate in evaluation of the program.

19. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

a. CITY and CONTRACTOR recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this paragraph, CONTRACTOR will be referred to as the "prospective recipient."

b. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(1) The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) The prospective recipient of Funds agrees by entering this Agreement, that 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 Federal department or agency with which this transaction originated.

(3) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

(4) The prospective recipient shall provide immediate written notice to CITY if at any time prospective recipient learns that its certification in paragraph 20 of this Agreement was erroneous when submitted or has become erroneous because of changed circumstances.

(5) The prospective recipient further agrees that by entering this Agreement, it will include a clause identical to paragraph 20 of this Agreement and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(6) The certification in paragraph 20 of this Agreement is a material representation of fact upon which reliance was placed by CITY when this transaction was entered into.

20. 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 the County of 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.

21. 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.

22. 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. Termination of this Agreement due to breach shall not, in any way whatsoever, limit the rights of the CITY in seeking any other legal relief in a court of law or equity, including the recovery of damages. 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.

23. Entire Agreement

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

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

CITY OF MADERA:

By: _____
William Oliver, Mayor Pro Tem

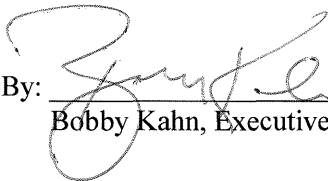
Date: _____

ATTEST:

By: _____
Sonia Alvarez, City Clerk

Date: _____

**MADERA COUNTY ECONOMIC
DEVELOPMENT COMMISSION:**

By: _____
Bobby Kahn, Executive Director

Date: 5/28/15

APPROVED AS TO LEGAL FORM:

By: _____
Brent Richardson, City Attorney

Date: _____

**CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
SMALL BUSINESS REVOLVING LOAN FUND
PROGRAM DESIGN**

A. GENERAL INFORMATION

1. Name of Department/Organization: Madera County Economic Development Commission

Address: 2425 West Cleveland Avenue, Suite 101
Madera, CA 93637

Contact: Lois Grow, Business Assistance/Office Manager Phone: 559-675-7768

Concurrence: _____
Robert Kahn, Jr., Executive Director

B. ACTIVITY DESCRIPTION

Madera County Economic Development Commission (MCEDC) was created by the County of Madera and the cities of Madera and Chowchilla through a Joint Powers Agreement. MCEDC's mission is the long term positioning of Madera County as an economically viable and vibrant county through the creation of a multifaceted and diversified economic base. MCEDC has helped the City of Madera encourage business development and generate jobs for low to moderate-income persons with the Revolving Loan Fund (RLF). The RLF refers to a loan program in which loan repayments are "revolved" to be loaned again in the same program. The intent of the program is to provide necessary, reasonable, and appropriate assistance to businesses within the City of Madera, which in turn will create and/or retain jobs.

The Program is intended to provide no more than one-third of a project's total financing requirements, with a goal of private leveraging at a 2:1 ratio. What this means is that the Program will not be the sole source of funding for a business enterprise. The business must be able to provide a cash match, through savings, a bank loan, or some other form of investment. The Program will only provide the funds necessary to bridge the "financial gap" that allows the project to move forward. The Program is targeted to businesses and projects that have 1) the greatest potential for long-term job creation/retention, particularly jobs created and/or retained for low to moderate-income persons; and 2) a reasonable ability to pay back the loan. The Program will assist businesses and projects that start-up, expand, and/or locate within the City of Madera. The proposed Program proceeds can be used to fund:

- ☐ Working Capital
- ☐ Inventory/Equipment Acquisition
- ☐ Existing Commercial Property Acquisition

- ❑ Furniture/Fixtures/Leaseholds
- ❑ Loan Consolidation and Refinancing
- ❑ Business Acquisition

The following elements are critical in the selection of loans for the Program:

- ❑ Existence of a "financial gap" that hinders the business or project from obtaining or affording the Project without the Program loan.
- ❑ At least one (1) One FTE job has to be created or retained per every \$35,000 loaned for a low-mod person.
- ❑ That the terms and conditions of the Program loan are "necessary and appropriate."
- ❑ At least 51% of the jobs created and/or retained must be from the Low-Mod Group. The low-moderate income person whose household income does not exceed 80% of county median household income. In order to meet the criterion for created/retained jobs, the employee must be from the Low-Mod group at the time they are hired or retained. One hundred percent income verification is required.
- ❑ The loan meets the Program's underwriting criteria.

C. NEED

The City of Madera has an unemployment rate of 9.9 percent, with a 12.9 percent annual average. Over the past twelve years, City of Madera has utilized CDBG funds and its revolving loan fund to accommodate new and existing businesses, loaning over \$800,000, of which \$430,000 came from grant monies with the balance revolving from the payoff of loans. There have been varieties of businesses utilizing these funds, from a manufacturer such as Innovative Rotational Molding to a startup day care center. These businesses have added to the economic vitality of the City of Madera. Though only required to create one job per \$35,000, which would be 23 new jobs, all companies combined created 33 new jobs for low to moderate-income persons. As administrator of the Small Business Loan Program, MCEDC will continue to assist in business development to create jobs for low to moderate-income persons.

D. ENVIRONMENTAL IMPACTS

Generally, environmental impacts are not associated with the RLF's proposed loans. However, staff refers proposals to the City's Planning and Business License Departments. This provides the potential borrower with insight about the proposal's consistency with zoning and land use designations and business license requirements.

E. PROGRAM ELIGIBILITY

The RLF meets eligibility requirements because it is an economic development activity designed to create jobs for persons primarily within the targeted income group. The number of City of Madera residents served will vary based on the businesses receiving loans. Over the lifetime of the Program, funds will continue to revolve. Therefore, the potential to serve many individuals exists. The RLF improves household economic and living conditions, and reduces the impacts to social assistance programs.

**CITY OF MADERA
MADERA COUNTY ECONOMIC DEVELOPMENT COMMISSION
SMALL BUSINESS LOAN PROGRAM
QUARTERLY ACTIVITY REPORT**

Reporting Period: ___ January 1 through March 31, 20___
 ___ April 1 through June 30, 20___
 ___ July 1 through September 30, 20___
 ___ October 1 through December 31, 20___

1. **What activities do you plan to undertake and/or complete during the NEXT reporting period? Please provide a response for each activity listed in your program design.**

2. **Have any complaints been received or have problems or issues arisen related to program design development, financial management, civil rights, procurement, or other matters. If so, describe the nature of the complaints or problems and how the complaints were being addressed or were resolved.**

3. **Describe problems, concerns, or issues that have arisen that may impact your ability to complete or fulfill your obligations with the Agreement. What, if any, additional technical assistance is needed to successfully complete this program/project.**

Name: _____

Title: _____

Signature: _____

Date: _____

**MADERA COUNTY EDC
CITY OF MADERA RLF PROGRAM
BUDGET ALLOCATION 2015 - 2016**

SOURCE

City of Madera RLF Program

	TITLE	RATE	UNIT	Quantity/Quarter	Quarterly Estimate	TOTAL FY
SALARIES						
	Program Administrator	25.17	Hourly	20.75	\$525.06	\$2,100.24
	Executive Director	51.88	Hourly	0.5	\$51.88	\$103.76
ACTUAL EXPENSES						
	Staff Mileage	0.056	mile		\$40.51	\$162.06
	Postage & Delivery				\$13.22	\$52.89
	Reproduction	0.022	copy		\$3.76	\$10.67
	Materials/Supplies				\$4.32	\$17.28
% EXPENSES						
	Office Space	5% of actual cost			\$480.00	1,920.00
	Utilities	5% of actual cost			\$50.00	200.00
	Copier Maintenance	5% of actual cost			\$10.15	40.60
	Audit	10% of actual cost			\$98.12	392.50
	GRAND TOTAL					\$5,000.00

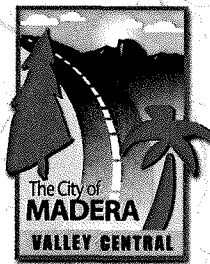
SOCIAL/PUBLIC SERVICE REQUIREMENTS

- 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 CFRE 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 religious 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.



[Return to Agenda](#)

REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of June 3, 2015

Agenda Item Number B-7

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING THE AWARD OF CONTRACT FOR SURFACE SEALS AT VARIOUS STREETS CITY PROJECT NO. ST 14-08 IN THE AMOUNT OF \$384,267.65 TO TELFER HIGHWAY TECHNOLOGIES, AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10% AND CONSTRUCTION INSPECTION AND MANAGEMENT OF UP TO 10% AS APPROVED BY THE CITY ENGINEER, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

RECOMMENDATION:

Staff recommends that the Council take the following actions with regard to the

1. Adoption of a Resolution:
 - a. Approving the award of the contract for Surface Seals at Various Streets, City Project No. ST 14-08 in the amount of \$384,267.65 to Telfer Highway Technologies.
 - b. Authorizing Contingencies of up to 10% as approved by the City Engineer.
 - c. Authorizing Contingencies of up to 10% for Construction Inspection and Management as approved by the City Engineer.
 - d. Authorization for the Mayor to execute the contract on behalf of the City.

SUMMARY:

The low bid of \$384,267.65 received for the project is approximately 8.9 percent below the Engineer's Estimate of \$429,315. The low bidder meets all the requirements necessary to be awarded the construction contract. The project funding included in the current 2014/15 City Budget. It is staff's recommendation that the project be awarded.

Engineering

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

www.madera-ca.gov

DISCUSSION:

The work in general consists of crack sealing and preparing streets for surface applications consisting of placing chip rock aggregate and providing a cape seal with micro-surfacing, installation of a surface leveling course at various streets and application of a Type II Micro-surfacing slurry seal. A multiple-layer application of Type III Micro-surfacing will also be done on Granada Drive south of Pecan Avenue to the City limits.

Chip sealing is a surface treatment designed to extend pavement life that will also provide a smooth pavement surface. The process consists of spraying a bituminous binder on the entire street surface followed with the placement of chip-rock aggregate that is immediately rolled and compacted (embedded into the binder) by pneumatic rollers. The cape seal consists of an application of a Type II Micro-Surfacing slurry seal placed on the prepared chip surface that is also pneumatically rolled prior to allowing vehicles onto the new street surface.

Micro-surfacing slurry seal is a mixture of asphalt emulsion, graded aggregates, fillers, water and additives. The process consists of repairing and crack sealing the existing street through the application of the slurry mixture as specified. As the slurry sets up it is rolled and compacted by pneumatic roller prior to allowing vehicles on to the new street surface. The contractor is required to submit a mix design in accordance with the project specifications that is approved by the City Engineer. The micro-surfacing slurry application is a cost effective measure that will provide a new wearing surface that will protect and extend the life of the existing street surface.

The contractor shall notify all residents and businesses of the scheduled work at least five (5) days prior to the treatment of the road. The work includes pre- and post- sweeping of the streets and re-painting lines and street markings as required. The following City streets are included in this project

Streets w. Chip Aggregate & Type II Micro-Surfacing Cape Seal:

Granada Drive	- Desert Way to Almond Avenue
Schnoor Avenue	- South of Cleveland Avenue
Owens Street	- Sharon Road to Sherwood Way
Riverside Drive	- D Street to Lake Street
Almond Avenue	- Granada Drive to Commerce Drive

Streets w. Crack Sealing & Type II Micro-Surfacing Slurry Seal:

Almond Avenue	- Stadium Road to Santa Bonita
Sunrise Avenue	- Lilly Street to Tozer Road
9 th Street	- E Street to B Street
Clinton Street	- Lilly Street to Fig Avenue
Sharon Road	- Owens Road to Cleveland Avenue
Fig Avenue	- Clinton Street to Hwy 145

Street w. Crack Sealing & Type III Micro-Surfacing Slurry Seal (2 layers):

Granada Drive	- ¼ mile south of Pecan to City Limit

The "Notice Inviting Bids" was duly noticed. Plans and specifications were distributed to local building exchanges and made available to contractors and sub-contractors. On May 12, 2015, the City received four bids listed below:

Telfer Highway Technologies	\$384,267.65
Graham Contractors, Inc.	\$439,521.75
VSS International, Inc.	\$442,000.00
Intermountain Slurry Seal, Inc.	\$669,669.00
Engineers Opinion of Cost	\$429,315.00

All bids were checked for accuracy with the bidding requirements of the specifications, and for validity of licenses and bid security. Telfer Highway Technologies submitted the lowest responsive and responsible bid that meets all the contract requirements.

FINANCIAL IMPACT:

Funds for this project have been budgeted for FY 2014/15 with Measure T – RTP/3R funds and are available in the Account No. 9156-5065. The project will not have a financial impact on the City's General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Action 126.0 – This surface seal project will provide safe, clean and attractive streets consistent with the Madera Vision 2025 Plan.

RESOLUTION NO. 15-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AWARD OF CONTRACT FOR SURFACE SEALS AT VARIOUS STREETS CITY PROJECT NO. ST 14-08 IN THE AMOUNT OF \$384,267.65 TO TELFER HIGHWAY TECHNOLOGIES, AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10%, CONSTRUCTION INSPECTION AND MANAGEMENT CONTINGENCIES OF UP TO 10% AS APPROVED BY THE CITY ENGINEER, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY.

WHEREAS, The Engineering Department advertised a solicitation for bids for the Surface Seals at Various Streets City Project No. ST 14-08; and

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

WHEREAS, Funding for the project construction is programmed in the City's FY 2014/15 Budget; and

WHEREAS, On November 20, 2014, a categorical exemption was approved for the project pursuant to provisions of the California Environmental Quality Act (CEQA). The project will not have a significant effect on the environment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA

HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The City Council has reviewed and considered all of the information presented including the report to the City Council from the Engineering Department.
3. The City finds that Telfer Highway Technologies is the lowest responsible and responsive bidder.
4. The contract for the Surface Seals at Various Streets City Project No. ST 14-08 in the amount of \$384,267.65 with Telfer Highway Technologies, a copy

of which is on file with the City Clerk and which is referred to for more particulars, is hereby approved.

5. Construction contingencies up to 10% and construction inspection and management contingencies up to 10% of the contract amount are hereby authorized as approved by the City Engineer.
6. The Mayor is authorized to execute the contract on behalf of the City.
7. This Resolution is effective immediately upon adoption.

AGREEMENT

THIS AGREEMENT, made this 6th day of June, 2015, between the City of Madera, hereinafter called "**OWNER**", and Telfer Highway Technologies, 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 "**SURFACE SEALS AT VARIOUS STREETS, City Project No. ST 14-08**".
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 \$384,267.65, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any **WORK**.
4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.
5. The term "**CONTRACT DOCUMENTS**" means and includes the following:
 - A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) Bid Proposal
 - (D) Bid Bond
 - (E) Agreement
 - (F) Payment Bond
 - (G) Performance Bond
 - (H) Insurance Requirements for Contractors
 - (I) General Conditions
 - (J) Special Conditions
 - (K) State Standard Plans and Specifications ISSUE MAY 2010
 - (L) PLANS and SPECIFICATIONS prepared or issued by CITY OF MADERA, entitled "**SURFACE SEALS AT VARIOUS STREETS City Project No. ST 14-08**" dated **April 2015**. Project Plans prepared or issued by the City of Madera Engineering Department, Explanation of Bid Items, Technical Specifications, City of Madera Standard Specifications and Drawings
 - Addenda Nos. _____, dated _____
 - Addenda Nos. _____, dated _____
 - 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 **Four Hundred Dollars (\$400.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

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

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

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

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

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

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

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

12. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all

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

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

Section 1777.5 provides, in part, as follows:

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

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

- (a) In the event unemployment for the previous three month period in such area exceeds an average of 15 percent, or
- (b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
- (c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

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

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

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

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

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

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and

overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR**.

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

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

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

17. **CONTRACTOR** will indemnify, defend and defend the **OWNER** against and hold it harmless from all and any liability for damages on account of injury to persons or damages to property resulting from or arising out of or in any way connected with the performance by **CONTRACTOR** of the Agreement and reimburse the **OWNER** for all costs, expenses and loss incurred by it in consequence of any claims, demands, and causes of action which may be brought against it arising out of the performance by **CONTRACTOR** of this Agreement. **CONTRACTOR** shall furnish the **OWNER** with a certificate of an insurance carrier of adequate insurance coverage on this undertaking with limits of at least:

\$1,000,000 for bodily injury to each person,
\$1,000,000 for bodily injuries on each occurrence, and
\$1,000,000 for property damage on each occurrence.

The Certificate of Insurance will state the contractual liability assumed under this paragraph is covered and shall provide that thirty (30) days notice of cancellation or reduction in coverage shall be given the **OWNER**.

The Certificate of Insurance shall be issued in triplicate to the City of Madera and all officers and employees of said agency while acting within the course and scope of their duties and responsibilities.

Insurance policies shall name the City of Madera as additional insured. The insurance provider shall furnish Owner with ISO form CG 20 10 07 04 and form CG 20 37 07 04 endorsement forms or equivalent.

See Section "INSURANCE REQUIREMENTS FOR CONTRACTOR", pages 33-40 herein, for additional details as they pertain to the provision of insurance.

18. Amendments- Any changes to this Agreement requested by either City or **Telfer Highway Technologies**, 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.

19. 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, Telfer Highway Technologies, 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 Telfer Highway Technologies;
2. A failure by Telfer Highway Technologies to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by Telfer Highway Technologies to City.

In no event shall any payment by City or acceptance by Telfer Highway Technologies 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 Telfer Highway Technologies the repayment to City of any funds disbursed to Telfer Highway Technologies 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 Agency:

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

To the Contractor Telfer Highway Technologies

Notices. All notices and communications from the Telfer Highway Technologies 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

20. 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.

21. 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 City of Madera.

22. 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.

23. City's Authority- Each individual executing or attesting to this Agreement on behalf of 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.

24. Contractor's Legal Authority

Each individual executing or attesting this Agreement on behalf of **Telfer Highway Technologies** 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 **Telfer Highway Technologies** is a duly organized and legally existing corporation in good standing in the State of California.

25. 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.

26. Sole Agreement- This instrument constitutes the sole and only Agreement between City and **Telfer Highway Technologies** in connection to the Project and correctly sets forth the obligations of City and **Telfer Highway Technologies** 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 **Telfer Highway Technologies** nor City will assign its interest in this Agreement without the written consent of the other.

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

29 This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

City of Madera
Herein Called OWNER

By: _____
Robert L. Poythress, Mayor

APPROVE AS TO FORM:

Brent Richardson, City Attorney

ATTEST:

Sonia Alvarez, City Clerk

BY: _____
Herein Called CONTRACTOR

BY: _____

Federal Tax I.D. No.

Contractor's License Number

DIR Registration Number

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

Acknowledgment

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

State of California)

County of _____)

On _____, 2015 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)

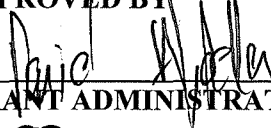


REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF June 3, 2015

AGENDA ITEM NUMBER B-8

APPROVED BY


GRANT ADMINISTRATOR


CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A SUBORDINATION REQUEST FOR EUSTORGIO AND FLAVIANA RAMIREZ FOR A CALHOME AND HOME FIRST TIME HOME BUYER LOAN AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN ON BEHALF OF THE CITY OF MADERA

RECOMMENDATION: Staff recommends Council approve the resolution to subordinate the first time homebuyer loan for Estorgio and Flaviana Ramirez.

DISCUSSION:

Mr. and Mrs. Ramirez received first time homebuyer assistance consisting of a CalHome loan for \$31,000 and a HOME loan for \$15,500. The signed loan documents are as follows:

CALHOME	HOME	DATE
Deed of Trust	Deed of Trust and Declaration of Covenants and Restrictions	September 3, 2008
Promissory Note	Promissory Note	August 11, 2008

They are refinancing their existing first mortgage. According to our Loan Servicing Policies and Procedures, subordinations with no cash out are permitted. No cash out means there are no additional charges on the transaction above loan and escrow closing fees. In addition, there are no third party debt payoffs or additional encumbrances on the property above traditional refinance transaction costs. The refinance should lower the housing cost of the household by providing them with a lower interest rate. Finally, the Principal, Interest, Taxes and Insurance (PITI) shall be included in the monthly mortgage payment. The chart below provides details about the existing and proposed first loan.

Loan Terms	Loan Length	Interest	Principal, Interest, Taxes, Insurance and Mortgage Insurance, if any	Principal	Interest Paid Over Life of Loan
Present	23 years	6.75	\$743	\$67,478.00	\$193,385.00
Proposed	30 years	3.875	\$541	\$68,500.00	\$126,270.80

The proposed refinance meets all of the requirements of our Loan Servicing Policies and Procedures. It reduces the borrower's interest rate, includes PITI in the monthly mortgage payment, and it lowers their housing costs and the amount of interest paid over the life of the loan. As a result, Staff urges Council to approve the subordination request from Mr. and Mrs. Ramirez.

FINANCIAL IMPACT:

The proposed subordination request does not impact the General Fund because this is a grant-funded activity.

VISION MADERA 2025 ACTION PLAN CONSISTENCY:

The Plan does not address requests for subordinations. Likewise, it does not conflict with the Plan.

RESOLUTION NO.: 2015-____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A SUBORDINATION REQUEST FOR EUSTORGIO AND
FLAVIANA RAMIREZ FOR A CALHOME AND HOME FIRST TIME HOME
BUYER LOAN AND AUTHORIZING THE CITY ADMINISTRATOR TO
SIGN ON BEHALF OF THE CITY OF MADERA**

WHEREAS, the borrowers received a CalHome First Time Home Buyer loan for \$31,000 and a HOME First Time Home Buyer loan for \$15,500, and signed documents as follows; and

CALHOME	HOME	DATE
Deed of Trust	Deed of Trust and Declaration of Covenants and Restrictions	September 3, 2008
Promissory Note	Promissory Note	August 11, 2008

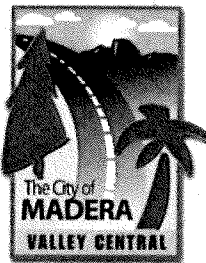
WHEREAS, the borrowers wish to refinance the existing first loan associated with the property and a Subordination Agreement is recommended based on findings as follows:

1. The proposed refinance is consistent with the requirements for allowing subordinations under the City of Madera Loan Servicing Policies and Procedures. The refinance reduces the borrowers' interest rate, includes PITI in the monthly mortgage payment, and it lowers their housing costs and the amount of interest paid over the life of the loan.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, HEREBY FINDS, ORDERS AND RESOLVES AS FOLLOWS:**

1. The above recitals are true and correct.
2. The Subordination Agreement, a copy of which is on file in the office of the City Clerk and referred for particulars, is hereby approved.
3. The City Administrator is authorized to execute the Subordination Agreement on behalf of the City of Madera.
4. The City Clerk is hereby authorized and directed to forward a certified copy of this resolution to the Grant Administrator, who is authorized to take such action as necessary to implement the terms of the Resolution.
5. This Resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council, of the City of Madera, California, this 3rd day of June, 2015 by the following vote:



Return to Agenda

REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of June 3, 2015
Agenda Item Number B-9

SUBJECT: RESOLUTION APPROVING APPLICATIONS FOR TRANSPORTATION DEVELOPMENT ACT – LOCAL TRANSPORTATION FUNDS AND STATE TRANSIT ASSISTANCE FUNDS FOR FISCAL YEAR 2015/16 AND AUTHORIZING THE CITY ENGINEER TO EXECUTE AND SUBMIT THE APPLICATIONS TO THE MADERA COUNTY TRANSPORTATION COMMISSION

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution:

1. Approving the FY 2015/16 Application for Transportation Development Act (TDA), Local Transportation Funds (LTF).
2. Approving the FY 2015/16 Application for Transportation Development Act, State Transit Assistance Funds (STA).
3. Authorizing the City Engineer to execute the applications and submit them to the Madera County Transportation Commission (MCTC) for adoption.

SUMMARY:

The applications describe the proposed expenditures for the MCTC approved allocation of funds for Fiscal Year 2015/16. City staff recommends the proposed expenditures and have included them in the proposed 2015/16 City Budget.

Engineering

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

www.madera-ca.gov

The LTF allocation of \$1,630,397 for FY 2015/16 must be used for transportation related services such as transit services, street construction and program planning, and administration. Also, an allocation of 2% of the LTF must be used for pedestrian/bicycle facilities, and 3% must be allocated to MCTC for Transportation Planning Services.

The STA allocation of \$ 319,362 for FY 2015/16 is programmed for capital outlay and operations for Dial-A-Ride and Madera Fixed Route Bus System. The use of STA funds is limited to transit related programs only.

DISCUSSION:

The local agencies are required to submit applications for LTF and STA funds annually for approval by the MCTC. These applications shall describe the intended use of the funds for City Council approval after the State Controller has provided the final amount of funds to be apportioned.

STA and LTF applications are prepared for funds apportioned to the City of Madera, County of Madera and City of Chowchilla by the MCTC based on population pursuant to the Transportation Development Act. Changes to these applications by the local agency can be made through an amended application at any time. The applications are prepared to reflect the proposed expenditures for the coming fiscal year.

LTF funds are programmed first for transit services to fully fund these services based on the annual needs assessment prepared by MCTC and operational needs determined by City staff. Bicycle and pedestrian facilities receive a mandatory 2% of the LTF funds and transportation planning receives a mandatory 3% of the LTF funds. The next priority for the LTF is for the local match for State and Federal funds, annual programs and projects, administration and street maintenance. Any remaining funds are usually programmed for street construction projects that are in the City's Capital Improvement Program.

The distribution of LTF funds in the application consist of the following:

Transit Services	\$ 337,000
Bike/Pedestrian Facilities	\$ 32,608
Transportation Planning	\$ 48,912
Transportation Improvement Projects	<u>\$1,211,877</u>
TOTAL	\$1,630,397

This fiscal year, the annual programs and projects consist of engineering services for delivery of the Capital Improvement Program, transportation programming and administration, and a contingency for unanticipated projects.

FINANCIAL IMPACT:

There is no adverse fiscal impact to the City's General Fund or other Funds.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

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

RESOLUTION NO. 15 - _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING APPLICATIONS FOR TRANSPORTATION DEVELOPMENT ACT FUNDS, LOCAL TRANSPORTATION FUNDS AND STATE TRANSIT ASSISTANCE FUNDS FOR FISCAL YEAR 2015/2016 AND AUTHORIZING THE CITY ENGINEER TO EXECUTE AND SUBMIT THE APPLICATIONS TO THE MADERA COUNTY TRANSPORTATION COMMISSION

WHEREAS, the Transportation Development Act (TDA), Local Transportation Funds (LTF) and State Transit Assistance (STA) funds are annually allocated by the Madera County Transportation Commission (MCTC) pursuant to the Transportation Development Act; and

WHEREAS, the City of Madera prepares applications outlining the intended uses for the LTF and STA funds each year and the applications may be amended as needed; and

WHEREAS, the LTF and STA fund applications for FISCAL YEAR 2015/16 that describe the intended uses of these funds have been submitted to the City Council for its review.

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 Fiscal Year 2015/16 Applications for Transportation Development Act Funds, Local Transportation Funds and State Transit Assistance Funds, as allocated to the City by the Madera County Transportation Commission, which applications are attached hereto and incorporated herein are approved.
3. The City Engineer is authorized to execute the applications and submit them to the Madera County Transportation Commission.
4. This resolution is effective immediately upon adoption.

* * * * *

Date of Submission:

Application for Transportation Development Act, Article 8 Funds

City of Madera, 205 W. Fourth Street, Madera, CA 93637 - Keith B. Helmuth, City Engineer

This form is to be used when making an application to use TDA funds for Public Transportation Services, Transportation Planning Services, Pedestrian and Bicycle Facility Construction, and Street and Road Projects. All projects submitted must be included in the Regional Transportation Plan. MCTC is required to make a finding that "No unmet public transportation needs exist" in the county before this application can be approved.

Transportation Services Section 99400 (c):

1. Name of Service, Contractor:	<u>MAX, Dial-A-Ride, Intermodal</u>	\$ <u>337,000.00</u>
2. Name of Service, Contractor:	<u></u>	\$ <u></u>
3. Name of Service, Contractor:	<u></u>	\$ <u></u>
4. Name of Service, Contractor:	<u></u>	\$ <u></u>
5. Name of Service, Contractor:	<u></u>	\$ <u></u>
TOTAL:		\$ 337,000.00

Project Name, if applicable

1.	Miscellaneous Pedestrian/Bicycle Facilities	\$	32,608.00
2.		\$	
3.		\$	
TOTAL:		\$	32,608.00

MCTC regional transportation planning activities on behalf of member agencies (Circulation Studies, Traffic Counts, System Route Studies, Bike Lane Planning, General Data Collection, etc.)

\$ 48,912.00

\$

\$

TOTAL:	\$	48,912.00

TDA, Article 8 Funds Requested for Street Maintenance

\$

\$ 1,211,877.00

TOTAL: \$ 1,211,877.00

GRAND TOTAL: \$ 1,630,397.00

Keith B. Helmuth, City Engineer

Date _____

Patricia Taylor, Executive Director

Date _____

TDA funds may be used to cover actual expenses during the fiscal year of the application only. Should carryover funds occur, MCTC should be notified

Application Number: _____

Date of Submission: _____

MADERA COUNTY TRANSPORTATION COMMISSION

Application for Transportation Development Act

State Transit Assistance (STA)

Fiscal Year 2015/2016

Applicant Agency, Address, and Project Director:

This form is to be used when making an application to use STA funds for Transportation Services and Transportation Planning Services. All projects submitted must be included in the Regional Transportation Plan.

FUNDING REQUEST:

Transportation Services:

1. Name of Service, Contractor:	MAX (Operations)	\$ 319,362.00
2. Name of Service, Contractor:	_____	\$ _____
3. Name of Service, Contractor:	_____	\$ _____
4. Name of Service, Contractor:	_____	\$ _____
5. Name of Service, Contractor:	_____	\$ _____
TOTAL:		\$ 319,362.00

Transportation Planning Services:

MCTC transit planning activities on behalf of member agencies.	\$ _____
Local Agency transportation planning activities (or Contract Services)	\$ _____
Additional planning project or contracted transportation planning work	\$ _____
TOTAL:	\$ -

SUMMARY of PROPOSED EXPENDITURES

Transportation Services	\$ 319,362.00
Transportation Planning Services	\$ -
GRAND TOTAL:	\$ 319,362.00

Submitted By:

Keith B. Helmuth, City Engineer _____ Date _____

Approved by MCTC:

Patricia Taylor, Executive Director _____ Date _____

Note:

TDA funds may be used to cover actual expenses during the fiscal year of the application only. Should carryover funds occur, MCTC should be notified

Standard Assurances for Applicants
Transportation Development Act (TDA) Funds
Local Transportation Funds and State Transit Assistance Funds

Claimant CITY OF MADERA

Fiscal Year 2015-16 (Project Year)

Please initial all paragraphs pursuant to which the attached claim is being submitted.

Initials

1. **90-DAY ANNUAL REPORT**

Claimant certifies that it has submitted a State Controller's report in conformance with the uniform system of accounts and reports to the State Controller, pursuant to PUC 99243.5, for the prior year (project year minus two). Claimant assures that this report will be completed for the current fiscal year (project year minus one).

Finance - Gina D.

2. **USE OF FEDERAL FUNDS**

Claimant filing a claim for TDA funds certifies that it has made every effort to obtain federal funding for any project which is funded with TDA funds.

Engineering - Keith
or Jose

3. **CALIFORNIA HIGHWAY PATROL (CHP) CERTIFICATION**

Claimant certifies compliance with Driver Pull Notice Requirements of PUC 99251 and Vehicle Code 1808.1 (attach copy of CHP certification).

Transit - Daniel A.

4. **ANNUAL FISCAL AUDIT**

Claimant agrees to follow the annual fiscal audit process established by MCTC.

Finance - Gina D.

5. **TRIENNIAL PERFORMANCE AUDIT**

Claimant agrees to make a reasonable effort to address all issues and recommendations made in the last Triennial Performance Audit.

Transit - Daniel A.

6. **CONFORMANCE WITH REGIONAL TRANSPORTATION PLAN**

Claimant certifies that all of the purposes for claim expenditures are in conformance with the Regional Transportation Plan.

Engineering - Keith
or Jose

7. **STATE TRANSIT ASSISTANCE FOR OPERATION**

Claimant agrees that it is not precluded by any contract from employing part-time drivers or contracting with common carriers or persons operating under a franchise or license.

Transit - Daniel A.

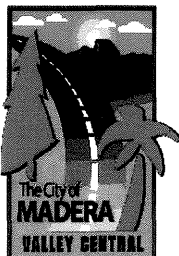
CITY OF MADERA

Name of Applicant/Claimant

Authorizing Signature

Keith B. Helmuth - City Engineer

Print Name and Title



REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF June 3, 2015

AGENDA ITEM NUMBER B-10

APPROVED BY



GRANT ADMINISTRATOR



COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: Consideration of Resolutions Adopting 2015/2016 Community Development Block Grant Agreements for Services as follows:

- A. The Community Action Partnership of Madera County to Coordinate with the Fresno/Madera Continuum of Care
- B. The Madera County Workforce Investment Corporation to Provide Scholarships for Adults Learning and Training
- C. The City of Madera Parks and Community Services Department to Provide Nutrition, Fitness, Recreation and Education Services to Seniors
- D. The Madera Coalition for Community Justice to Coordinate the Resilient Madera Program
- E. The City of Madera Public Works Department to Provide Graffiti Removal Services
- F. The City of Madera Parks and Community Services Department for Americans with Disabilities Act Improvements at Community Centers

RECOMMENDATION:

Staff recommends Council adopt the Resolutions approving agreements with the Community Action Partnership of Madera County, the Madera County Workforce Investment Corporation, and the Madera Coalition for Community Justice and the two city departments. Each agency and city department received CDBG allocations for FY 2015/2016.

DISCUSSION:

Council previously allocated Community Development Block Grant (CDBG) funding to various community organizations and City departments at its April 1, 2015 meeting. The Department of Housing & Urban Development (HUD) requires that the city enter into separate agreements prior to supporting their activities. The Council's approval to enter into the necessary agreements will satisfy HUD's requirements for these program activities during FY 2015/2016. Table 1 provides a description of each program and its CDBG allocation.

FINANCIAL IMPACT:

Approval of the attached agreements will not impact the General Fund because all of the activities will receive their funding from the CDBG program.

VISION MADERA 2025 CONSISTENCY:

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

Strategy 321.1: Create a coalition with the goal of raising Maderans' access to and use of higher education.

Strategy 407: Promote and expand existing services, supportive services, case management and self-sufficiency for Madera residents to maintain independent lifestyles.

Public Facilities/Improvements: Installation or reconstruction of public facilities and improvements, focusing on the highest priority facilities of parks, storm drainage, and sewer and water facilities.

Strategy 137: Promote sound redevelopment practices and code enforcement citywide.

CDBG 2015/2019 CONSOLIDATED PLAN CONSISTENCY:

The use of CDBG funds requires the city to meet goals established by HUD. These activities provide services to low- to moderate-income persons within areas of our community where the percentage of low- to moderate-income persons is equal to or greater than 51 percent. The 2015/2016 CDBG-funded activities were all ranked High in the 2015/2019 Consolidated Plan.

Table 1

Attachment	Program	Description	Allocation
A	Community Action Partnership of Madera County Fresno/Madera Continuum of Care	To assist homeless persons to obtain affordable housing and assist persons at risk of becoming homeless. To prepare future proposals to HUD to finance programs to assist homeless persons and families within Madera, and to fund a portion of a Point-in-Time survey.	\$13,511
B	Madera County Workforce Investment Corporation Scholarships for Adult Learning and Training	To provide unemployed persons with educational tools and resources to develop skills and thereby increase the ability to successfully locate, obtain and retain employment.	\$13,000
C	City of Madera Parks and Community Services Department Senior Services	To provide nutrition, fitness, recreation and education services to seniors.	\$111,633
D	Madera Coalition for Community Justice Resilient Madera	To provide leadership development and create opportunities for whole families to engage in the academic success of their students and to involve students in community service.	\$10,000
E	City of Madera Public Works Department Graffiti Removal Services	To fund labor and overhead costs associated with graffiti removal services as complaints are filed by the public or identified by staff.	\$163,570
F	City of Madera Parks and Community Services Department ADA Improvements at Community Centers	To install ADA improvements in walkways leading from parking lots to building entrances and installation of automatic door openers.	\$65,238

RESOLUTION NO. 2015-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2015/2016 COMMUNITY DEVELOPMENT
BLOCK GRANT AGREEMENT FOR SERVICES WITH THE
COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY**

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

1. The Agreement for Services Funded by the City of Madera, California, with the Community Action Partnership of Madera County, to assist homeless persons to obtain affordable housing and assist persons at risk of becoming homeless, and to prepare future proposals to HUD to finance programs to assist homeless persons and families within Madera, and to fund a portion of a Point-in-Time survey is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor Pro Tem is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
3. This resolution is effective immediately upon adoption.
4. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

RESOLUTION NO. 2015-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2015/2016 COMMUNITY DEVELOPMENT
BLOCK GRANT AGREEMENT FOR SERVICES WITH THE
MADERA COUNTY WORKFORCE INVESTMENT CORPORATION**

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

1. The Agreement for Services Funded by the City of Madera, California, with the Madera County Workforce Investment Corporation, to provide unemployed persons with educational tools and resources to develop skills and thereby increase the ability to successfully locate, obtain and retain employment is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor Pro Tem is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
3. This resolution is effective immediately upon adoption.
4. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

RESOLUTION NO. 2015-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2015/2016 COMMUNITY DEVELOPMENT
BLOCK GRANT AGREEMENT FOR SERVICES WITH THE CITY OF
MADERA PARKS AND COMMUNITY SERVICES DEPARTMENT**

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

1. The Agreement for Services Funded by the City of Madera, California, with the City of Madera Parks and Community Services Department, to provide nutrition, fitness, recreation and education services to seniors is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor Pro Tem is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
3. This resolution is effective immediately upon adoption.
4. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

RESOLUTION NO. 2015-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2015/2016 COMMUNITY DEVELOPMENT BLOCK
GRANT AGREEMENT FOR SERVICES WITH THE MADERA
COALITION FOR COMMUNITY JUSTICE**

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

1. The Agreement for Services Funded by the City of Madera, California, with the Madera Coalition for Community Justice, to provide leadership development and create opportunities for whole families to engage in the academic success of their students and to involve students in community service is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor Pro Tem is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
3. This resolution is effective immediately upon adoption.
4. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

RESOLUTION NO. 2015-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2015/2016 COMMUNITY DEVELOPMENT
BLOCK GRANT AGREEMENT FOR SERVICES WITH THE CITY OF
MADERA PUBLIC WORKS DEPARTMENT**

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

1. The Agreement for Services Funded by the City of Madera, California, with the City of Madera Public Works Department, to fund labor and overhead costs associated with graffiti removal services as complaints are filed by the public or identified by staff is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor Pro Tem is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
3. This resolution is effective immediately upon adoption.
4. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

RESOLUTION NO. 2015-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2015/2016 COMMUNITY DEVELOPMENT
BLOCK GRANT AGREEMENT FOR SERVICES WITH THE CITY OF
MADERA PARKS AND COMMUNITY SERVICES DEPARTMENT**

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

1. The Agreement for Services Funded by the City of Madera, California, with the City of Madera Parks and Community Services Department, to install ADA improvements in walkways leading from parking lots to building entrances and installation of automatic door openers is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor Pro Tem is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
3. This resolution is effective immediately upon adoption.
4. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

Attachment A

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2015.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and the Community Action Partnership of Madera County, Inc. 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 assist homeless persons to obtain affordable housing and assist persons at risk of becoming homeless is eligible for funding under 24 CFR Part 570.201(c); and

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

WHEREAS, the CONTRACTOR has submitted a project plan and budget to prepare future HUD proposals to finance programs to assist homeless persons and families within Madera, and to fund a portion of a Point-in-Time survey 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 \$13,511 in fiscal year 2015-2016. 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, 2015 and shall end its performance June 30, 2016, 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.

21. Entire Agreement

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

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

CITY OF MADERA:

**COMMUNITY ACTION PARTNERSHIP
OF MADERA COUNTY**

By: _____
William Oliver, Mayor Pro Tem

By: Mattie Mendez
Mattie Mendez, Executive Director

Date: _____

Date: 5/22/15

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

Date: _____

Date: _____

**CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE PROPOSAL APPLICATION
2015/2016**

AGENCY/PROGRAM INFORMATION

DATE SUBMITTED: February 20, 2015

Legal Name of Agency: Community Action Partnership of Madera County, Inc.

Program Name: Fresno - Madera Continuum of Care Ending Homelessness

Agency Address: 1225 Gill Avenue

City/Zip: Madera 93637 Telephone: 559-673-9173

Program Director: Elizabeth M. Wisener FAX 559-673-3223

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. All research documentation must be acknowledged.)

The homeless population of Madera County enumerated in the 2014 Point-In-Time Count 221 unsheltered homeless people within 19 census tracts in Madera County. The report indicated homelessness was reduced by 8.6% from 2013 to 2014. The results of the count indicated that 77% of the unsheltered are male. It also confirmed a significant need for mental health services for both men and women. Because of Madera's participation on the Fresno Madera Continuum of Care, a permanent supportive housing project that will house 7 chronically homeless men will be opening soon in Madera. The City of Madera still needs additional programs to help end homelessness.

The preliminary results of the 2015 Homeless Count enumerated 196 unsheltered homeless in Madera County. This is a decrease of 11% from 2014 to 2015. Below is a summary of the

locations they were counted. Of the 132 homeless that were counted in the city of Madera, 126 or 95% were actually surveyed.

Preliminary Results	
2015 Homeless Point-In-Time Count	
City of Madera District 1	7
City of Madera District 2	0
City of Madera District 3	20
City of Madera District 4	31
City of Madera District 5	45
City of Madera District 6	29
Total Homeless County in City of Madera	132
Chowchilla	13
Eastern Madera County	51
Total Unsheltered Homeless Count	<u>196</u>

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. (Attach sheets if necessary.)

Madera homeless shelter providers include the Madera Rescue Mission, and the Community Action Partnership of Madera County (CAPMC) who operates the Domestic Violence Shelter and the Shunammite Place; a permanent supportive housing program that provides housing for chronically homeless women that have been homeless for one consecutive year or four times in three years with a diagnosed disability; a men's Victory Outreach program and a newly opened men's program in Fairmead. CAPMC is a member of the Fresno-Madera Continuum of Care (FMCoC); the Community Services Program Manager serves on the Board of Directors and the Executive Committee. The Resident Manager of the Shunammite Place serves as the alternate board member. Per HUD regulations, it is required that agencies receiving homeless funding be members of a HUD recognized Continuum of Care, and the Shunammite Place is funded predominately by HUD.

Explain how your program supplements or complements existing services without duplicating them. (Attach sheets if necessary.)

The Fresno-Madera Continuum of Care (FMCoC) invites nonprofit service providers, government entities, business, and individuals to join in the efforts to end homelessness in the community by becoming a member of the FMCoC. FMCoC does not duplicate or provide direct services, but enhances and compliments all other homeless services within the FMCoC region through the ability to standardize services, provide the mandated Federal organization of service providers and the community members, and enables the region to apply for or receive almost six million dollars annually in HUD Homeless funds. Without the FMCoC, Madera could not apply for these HUD funds which provide operational and supportive services for the Shunammite Place permanent supportive housing.

The FMCoC is a federally mandated homeless organization that serves as the Continuum of Care for the cities of Fresno, Madera, Clovis and all municipalities within Fresno and Madera Counties. As such, FMCoC is dedicated to increasing the awareness of the problems of people who are homeless and to the development and carrying out the locale strategies to create permanent solutions to homelessness in our community. In the coming fiscal year, the FMCoC will carry out its mission by promoting and implementing these strategies to end homelessness.

This grant will pay for the personnel that will assist the FMCoC with awareness activities related to homeless issues within the City of Madera.

Some of the activities that the CAPMC staff will be responsible for are:

- a. Ensure that the goals and objectives of the 10-year Plan to End Homelessness are being met and reported to the City of Madera and the Madera Homeless Coalition.
- b. Coordinate the Madera Homeless Coalition meetings.
- c. Organize and participate in activities to bring community awareness to the homeless populations and their issues.
- d. Provide outreach, education and information to the community on resources available for homeless people or those at-risk of becoming homeless; including the Homeless Awareness Day event.
- e. Seek new funding sources to serve the homeless population.

The funding of the CDBG grant is vital to the on-going support to the homeless of Madera County. Because of the funding of the CDBG grant, CAPMC has remained an active participant on the FMCoC Executive Board, by attending monthly meetings, and serving on the FMCoC service committees. CAPMC has essentially become the voice of Madera on the Continuum. The CAPMC staff then share news from the Continuum with members of the Madera County Homeless Coalition. Without participation from an entity in Madera, Madera County would not be eligible to apply for HUD funding to expand housing services to the homeless in Madera. This funding is vital part of the success of Madera County's 10 Year Plan to End Homelessness. The FMCoC was recently awarded funding to open a permanent supportive housing project in Madera to serve 7 chronically homeless men. This would not have been possible without the support of the CDBG funds that allow CAPMC employees to participate on the FMCoC.

CLIENT POPULATION

Indicate the total number of potential clients in the community who require your services.

Based upon preliminary results from the 2015 Homeless Point-In-Time Count, 196 individuals were unsheltered homeless. Within the city limits of Madera, 132 were found living on the streets.

State the total number of unduplicated clients you intend to serve during the term of this proposed program/service (12 months)

CAPMC does not intend to provide direct services to clients with this funding source.

If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?

_____ Yes

_____ X No

If yes, explain:

Provide the following demographic information for the total number of unduplicated clients as indicated above:

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

This information is confidential and is only used for government reporting purposes to monitor compliance with equal opportunity laws. Please note that self-identification of race/ethnicity is voluntary.

RACE

NO.

RACE

NO.

White _____	American Indian or Alaska native AND White _____
Black/African American _____	Asian AND White _____
Asian _____	Black/African American AND White _____
American Indian or Alaska Native _____	American Indian/Alaska Native AND Black/African American _____
Native Hawaiian or Other Pacific Islander _____	Other: _____
Mexican/Chicano _____	Cuban _____
Puerto Rican _____	Other Hispanic/Latino: _____

EFFECTIVENESS AND EFFICIENCY

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.

What National Objective does your program meet?

Although this grant application does not directly relate to the three designated National Objectives, the scope of work of a Continuum of Care Coordinator or similar position is eligible under the CDBG program as administrative cost. Please fund this application out of the administrative cost. As a reference, please see HUD Information Bulletin CPD-01-020.

Describe what measureable objectives your program meets?

1. Support activities of Madera County Homeless Coalition by coordinating and participating in Homeless Coalition meetings. The measurable performance indicator will be tracking participating in meetings.

Goal: Advocacy for Homeless				
Specific Objective	Source of Funds	Year	Performance Indicator	Expected Number
Support activities of Madera Homeless Coalition by facilitating the Madera County Homeless Coalition meetings	CDBG and other funds as available	2015/2016	Participate in meetings	6

2. CAPMC will have active membership on the Fresno-Madera Continuum of Care. Membership on the Continuum is vital because often the only representatives present at Continuum meetings

from Madera are from CAPMC. The CAPMC staff then communicates information from the Continuum to the Madera Homeless Coalition. The measureable performance indicator will be participation in meetings.

Goal: Advocacy for Homeless				
Specific Objective	Source of Funds	Year	Performance Indicator	Expected Number
CAPMC will have active membership on the Fresno-Madera Continuum of Care.	CDBG and other funds as available	2015/2016	Participate meetings	24

3. CAPMC will work with Madera Homeless Coalition to plan and facilitate a Homeless Awareness Day for Homeless people in the city of Madera.

Goal: Advocacy for Homeless				
Specific Objective	Source of Funds	Year	Performance Indicator	Expected Number
Plan and facilitate a Homeless Awareness Day for Homeless people in the city of Madera.	CDBG and other funds as available	2015/2016	Event	1

How will your program meet its goals in one year?

The program will monitor and report on performance indicators on a quarterly basis to the City of Madera. We will know that it has met its goals in one year if the performance indicators listed above reach the expected numbers.

How does your proposal support the Vision Plan Madera 2025 Action Plan?

Given the broad scope of this grant, our Action Plan activities have the potential to advance number of the Vision Plan's objectives. This proposal supports strategy 136 which is to promote transitional housing to ensure homeless have a safe haven. It also supports actions 136.1, 136.2 and 136.3 which are to expand and enhance the Madera Rescue Mission programs, promote and support existing Housing Authority programs and provide educational materials to churches and social service providers pertaining to the above programs. These three objectives are

accomplished through the work of the Madera Homeless Coalition.

SERVICE FUNDING

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

The CAPMC Staff are funded out of multiple sources. Funding is needed to cover the indirect supportive services included in this grant application. The CDBG funding allows us to maximize resources to provide more comprehensive services to the homeless.

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).

There are no proposed plans for fund raising at this time. We do plan, however, to call upon local business to support the Homeless Awareness Day with donated items such as food and paper supplies. We do not have specific commitments at this time however; Madera businesses are more than willing to support these types of community events.

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

CAPMC has the support of the Madera County Homeless Coalition members and the Fresno-Madera Continuum of Care members to continue facilitating and coordinating the homeless activities of the Coalition. Attached are seven support letters that were received from the following agencies:

- Madera County Behavioral Health Services
- Housing Authority of the City of Madera
- Fresno Madera Continuum of Care
- Holy Family Table
- ASPIRAnet
- Chowchilla Police Department
- Department of Social Services of Madera County

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.

CAPMC does not intend to provide direct services to clients with this funding source.

When there is an overflow of clients, how is it determined whom to serve?

The Centralized/Standardized intake process that is utilized by the Homeless Management Information System (HMIS) and the FMCoC addresses the issue through the standardized referral and replacement of homeless into appropriate and available programs. This is one of the mandated services and homeless project implementations that HUD has required implementation by all CoC's. Further, within our FMCoC and the Madera Homeless Coalition ongoing dialogue and interagency cooperation assist in ensuring that all clients' needs are met.

Is income criteria used to establish eligibility for services?

CAPMC does not intend to provide direct services to clients with this funding source.

_____ Yes _____ No (If yes, attach a copy of the criteria.)

Is a fee schedule used?

CAPMC does not intend to provide direct services to clients with this funding source.

_____ Yes _____ No (If yes, attach a copy of fee schedule.)

This page left blank.

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Monthly

What was the average number of Board members attending meetings last year? 9

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

15 Minimum 15 Maximum

Please provide the following information:

Date of Incorporation: 1965

IRS Employer Number: 94-161-2823

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?

CAPMC is audited once a year by Randolph E. Scott & Company

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

If so, for how much? ~~\$505,000~~ \$200,000 m

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

None

List any outstanding obligations:

None

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Community Action Partnership of Madera County, Inc. do hereby resolve that on February 12, 2015, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

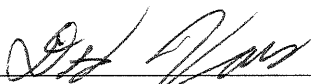
Furthermore, we certify that the agency making this application is (1) non profit, (2) tax exempt, and (3) incorporated in the State of California, and has complied with all applicable laws and regulations. To the best of our knowledge, all information presented herein is correct and complete.

Dated: February 12, 2015

AGENCY NAME: Community Action Partnership of Madera County, Inc.

ADDRESS: 1225 Gill Avenue, Madera, CA. 93637

TELEPHONE: 559-673-9173

By: 
Chairperson of the Board of Directors

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

By: 
Executive Director

**RETURN AN ORIGINAL AND
TWO COPIES TO:**

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

DUE DATE:

February 20, 2015, 5:00 p.m.

CONTACT PERSON:

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

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 1, 2015 to June 30, 2016

NAME OF ORGANIZATION:

Community Action
Partnership of Madera County, Inc.
1225 Gill Avenue
Madera, CA 93637

PROJECT TITLE: Fresno Madera Continuum of Care

QUARTER AND YEAR OF REPORT: _____, 20__

I. LONG RANGE OBJECTIVES:

II. SHORT RANGE OBJECTIVES:

III. SPECIFIC ACTIVITIES:

IV. OPERATION NARRATIVE:

RETURN ACTIVITY REPORTS BY THE 15TH OF THE MONTH FOLLOWING THE END OF EACH QUARTER 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: _____

INCOME SOURCE	AMOUNT	
CITY		
UNITED WAY		
STATE (SPECIFY)		
FEDERAL CDBG	13,511	
SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST)		
TOTAL INCOME		
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	7,986
BENEFITS	0150	2,681
SERVICES & SUPPLIES		
INSURANCE	0200	
COMMUNICATIONS	0250	
CONSULTANT SERVICES	0300	1,000
OFFICE EXPENSE	0350	89
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	
UTILITIES	0500	
TRAVEL (ADMIN.)	0550	1,000
FOOD SUPPLIES	0600	
CONTRACTS	0650	155
TRANSPORTATION	0700	600
FUND RAISING	0750	
TOTAL		13,511

SOCIAL/PUBLIC SERVICE REQUIREMENTS

- 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 CFRE 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 religious 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.

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.

	<u>CPD</u>	<u>FHEO</u>
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

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

Attachment B

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2015.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and Madera County Workforce Investment Corporation, 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 that a Public Service activity to provide unemployed persons with access to Vocational Training/Certification Programs and to provide educational tools and resources to develop skills and thereby increase the ability to successfully locate, obtain and retain employment 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 promote economic development, anti-poverty and self-sufficiency 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 obligation of the CITY under this Agreement shall not exceed \$13,000.00 in fiscal year 2015-2016. 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 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, 2015 and shall end its performance June 30, 2016, 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.

21. Entire Agreement

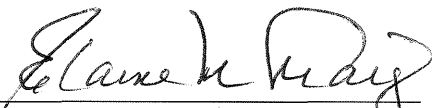
This Agreement constitutes the entire agreement between CONTRACTOR and CITY with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this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

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

CITY OF MADERA:

MADERA COUNTY WORKFORCE
INVESTMENT CORPORATION

By: _____
William Oliver, Mayor Pro Tem

By: 
Elaine M. Craig, Executive Director

Date: _____

Date: 5-15-15

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

Date: _____

Date: _____

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE PROPOSAL APPLICATION
2015/2016

AGENCY/PROGRAM INFORMATION

DATE SUBMITTED: February 12, 2015
(rev 5.8.15)

Legal Name of Agency: Madera County Workforce Investment Corporation

Program Name: SALT – Scholarships for Adult Learning and Training

Agency Address: 441 E. Yosemite Avenue

City/Zip: Madera Telephone: 559-662-4589

Program Director: Elaine M. Craig, Executive Director FAX: 559-673-1794

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. All research documentation must be acknowledged.)

U.S. Census data from 2013 indicates that 27.7% of the population of the City of Madera live in households below the poverty level. In addition, the unemployment rate for the City of Madera, as published by the State of California Employment Development Department for the month of December 2014 was 15%, compared to the County of Madera at 10.5%, the State at 6.7% and National at 5.4%. Approximately one half of the unemployed individuals who reside in Madera County live within the City of Madera. Compounding these issues of poverty and unemployment is the fact that 29.9% of those 25 and older in our area have less than High School diploma or equivalent, while less than 8.2% hold a Bachelor's degree and only 7.4% have an Associate's Degree. According to a report by the Center on Education and the Workforce at Georgetown University, 63% of the available jobs between now and 2018 will require at least some post-secondary training or education. To assist in addressing this need, the Madera County Workforce Investment Corporation is proposing a program offering scholarships or sponsorships for educational services (GED/HISET), On the Job Training, vocational training, certification programs. Any training will be followed with a work-based learning opportunity such as; paid internships, work experience and job shadowing with stipends at an organization or businesses in the sector in which the individual was trained, and related supportive services for low-income adult residents of the City of Madera. Programs offered will be targeted to the demand

C:\Users\jrojas\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\NYNDYWC4\CDBG Application 2015-2016 Final Allocation.doc

occupations in our area and could include programs in Health Care, Advanced Manufacturing, Transportation/Logistics, Agriculture, Renewable Energy and Tourism/Hospitality. In addition to these sectors, the Jump Start Pre-Apprenticeship program offered through a partnership with the Joint Apprenticeship Training Committee and the local International Brotherhood of Electrical Workers will be available. The pre-apprenticeship program offers classroom and hands-on training resulting in a forklift certification, OSHA safety certification and CPR, resulting in access to apprenticeship opportunities in the Electrical, Plumbing and Pipe Fitting, and Sheet Metal trades, as well as certifications valued by local employers in the manufacturing, agriculture, warehousing/logistics, and transportation sectors. In addition, eligible participants will receive intensive career counseling and coaching for career pathway choices and options with training that allows maximum opportunity for stackable and portable certificates and credentials.

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. (Attach sheets if necessary.)

None

Explain how your program supplements or complements existing services without duplicating them. (Attach sheets if necessary.)

As noted above, many individuals who are seeking employment are in need of a high school diploma or equivalent, post-secondary education or technical occupational skills training, licensing, or certification, particularly in the area of the trades and technology. Funding and resources for training continue to decline and have been reduced significantly in our area over the last eight years, while the demand for higher skilled workers has been increasing, particularly as we continue to climb out from the recession. This proposed program will increase access to training, and the critical need for the added component of a work based learning activity, to eligible individuals, and will complement other resources and services available through other community agencies, without duplication of those services, while increasing each individual participant's ability to successfully locate, obtain, and retain employment in positions that will move them along the path to economic self-sufficiency.

CLIENT POPULATION

Indicate the total number of potential clients in the community who require your services.

In the City of Madera there are approximately 3,600. In the County of Madera there are approximately 5220.

State the total number of unduplicated clients you intend to serve during the term of this proposed program/service (12 months)

10

If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?

_____ Yes

_____ x _____ No

If yes, explain:

Provide the following demographic information for the total number of unduplicated clients as indicated above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
				3	6	1		
GENDER	Female	6						
	Male	4						
FEMALE HEAD	2							

This information is confidential and is only used for government reporting purposes to monitor compliance with equal opportunity laws. Please note that self-identification of race/ethnicity is voluntary.

RACE	NO.	RACE	NO.
White	__ 4 __	American Indian or Alaska native AND White	__
Black/African American	__ 1 __	Asian AND White	__
Asian	__	Black/African American AND White	__

C:\Users\jrojas\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\NYNDYWC4\CDBG Application 2015-2016 Final Allocation.doc

American Indian or Alaska Native	_____	American Indian/Alaska Native AND Black/African American	_____
Native Hawaiian or Other Pacific Islander	_____	Other: _____	_____
Mexican/Chicano	__5__	Cuban	_____
Puerto Rican	_____	Other Hispanic/Latino: _____	_____

EFFECTIVENESS AND EFFICIENCY

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.

The program services will be evaluated using the same outcome metrics as other WIA funded programs. Performance measurements will include the total number of individuals served, the number of individuals completing training and receiving a certificate/credential, and the number who enter employment, apprenticeship, or post-secondary education/training following completion of their program.

What National Objective does your program meet?

#1 – Activities Benefiting Lower Income Persons/Households

Describe what measureable objectives your program meets?

Increasing certificate, credential, and employment outcomes for the target population.

How will your program meet its goals in one year?

Training programs offered will range from four weeks for truck driving or pre-apprenticeship, up to eight months for Welding and Industrial Maintenance, and will be completed within the 12 month operating period.

How does your proposal support the Vision Plan Madera 2025 Action Plan?

Through workforce development strategies and increasing employment and self-sufficiency of low income adults in Madera.

SERVICE FUNDING

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.

C:\Users\jrojas\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\NYNDYWC4\CDBG Application 2015-2016 Final Allocation.doc

Local Workforce Investment Act funding (both allocated and grants), as well as CalWORKS and Department of Rehabilitation funds may be accessed/leveraged, based on the eligibility of the individuals served. Staff time and operating costs associated with providing services under this grant will be provided by funds other than CDBG.

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).

No fundraising is planned.

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 Annual Local Strategic Plan has a public comment period and is available for review and comment. The public has an opportunity to provide feedback and input at any time during their participation with our program. In addition, quarterly and monthly meetings of the Workforce Investment Board and their Executive Committee include public comment opportunities.

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.

Services will be provided to residents of the City of Madera.

When there is an overflow of clients, how is it determined whom to serve?

Priority of services shall be given to recipients of public assistance and other low income individuals and Veterans who reside within the City of Madera. Individuals who reside outside the City limits but within Madera County will only be served after the priority individuals listed above. Overflow customers will be offered the opportunity to access other training opportunities should funding be available.

Is income criteria used to establish eligibility for services?

☒ Yes ☐ No (If yes, attach a copy of the criteria.)

Is a fee schedule used?

☐ Yes ☒ No (If yes, attach a copy of fee schedule.)

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? ____Monthly____

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

____5____

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

____5____ Minimum ____9____ Maximum

Please provide the following information:

Date of Incorporation: _May 9, 2012_____

IRS Employer Number: _45-5243432_____

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? _____

Required by OMB Circulars, annual Single Audit is performed by an outside auditing agency once per year.

Are the treasurer and/or other financial officers bonded? No

If so, for how much? _____

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

_None_____

List any outstanding obligations: _None

RESOLUTION/CERTIFICATION:

Madera County Workforce Investment Corporation
We, the Board of Directors of _____ do hereby resolve that on February, 26
2015, 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.

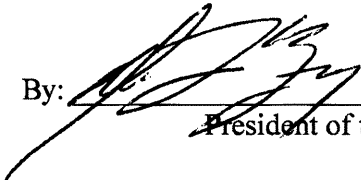
Dated: February 26, 2015

AGENCY NAME: Madera County Workforce Investment Corporation

ADDRESS: 441 E. Yosemite Avenue, Madera, CA 93638

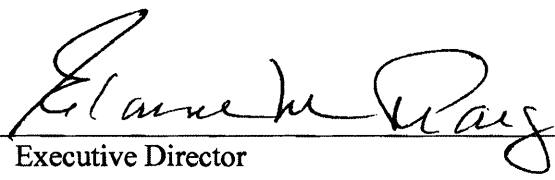
TELEPHONE: 559-662-4589

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: _____


Executive Director

**RETURN AN ORIGINAL AND
TWO COPIES TO:**

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

DUE DATE:

February 20, 2015, 5:00 p.m.

CONTACT PERSON:

Jorge Antonio Rojas, Program Manager – Grants
559-661-3693

H:\WIB Board Meetings\MEETINGS - MCWIC\MCWIC 2015.2.26\MCWIC item 6.2a CDBG Grant.doc

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 1, 2015 to June 30, 2016

NAME OF ORGANIZATION: **Madera County
Workforce Investment Corporation
441 E. Yosemite Street
Madera, CA 93638**

PROJECT TITLE: **Scholarships for Adult Learning and
Training 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: _____

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

5.

Age	0 - 5	6 - 12	13 - 17	18 - 34	35 -54	55 – 59	60 - 64	65+
Total								

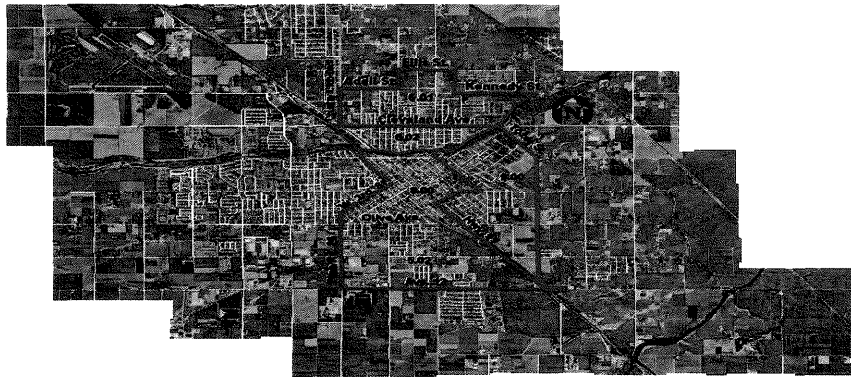
- 6. Female Head of Household:** _____ **7. Sex: Female** _____
Male _____

8. Residential ZIP Code: 93637 _____
 93638 _____

9. Income Level by Family Size:

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	\$32,450	\$37,050	\$41,700	\$46,300	\$50,050	\$53,750	\$57,450	\$61,150
Minimum Annual Income	\$12,150	\$13,900	\$15,650	\$17,350	\$18,750	\$20,150	\$21,550	\$22,950
Total								

10. Census Tract:



5.02 _____ 6.01 _____ 6.02 _____ 8.00 _____ 9.00 _____

Note: To locate an address's Census Tract, enter the address, city, state and zip code at <http://factfinder.census.gov/servlet/AGSGeoAddressServlet>. The Census Tract number will be located in the results window.

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OPERATION NARRATIVE:

**RETURN ACTIVITY REPORTS BY THE 15TH OF THE MONTH FOLLOWING THE
END OF EACH QUARTER TO:**

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

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

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

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

Signature

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

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

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

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.
 1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
 2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
2. The five racial categories to choose from are defined below. You should check as many as apply to the individual.
 1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
 2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
 3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."
 4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
 5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

INCOME SOURCE	AMOUNT	
CITY		
UNITED WAY		
STATE (SPECIFY)		
FEDERAL (SPECIFY)		
SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST)		
TOTAL INCOME		
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	
BENEFITS	0150	
SERVICES & SUPPLIES		
INSURANCE	0200	
COMMUNICATIONS	0250	
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	
UTILITIES	0500	
TRAVEL (ADMIN.)	0550	
FOOD SUPPLIES	0600	
CLIENT SERVICES	0650	\$13,000
TRANSPORTATION	0700	
FUND RAISING	0750	
TOTAL		

SOCIAL/PUBLIC SERVICE REQUIREMENTS

- 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 CFRE 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 religious 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.

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.

	<u>CPD</u>	<u>FHEO</u>
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

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

Attachment C

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2015.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and the City of Madera Parks and Community Services Department, hereafter referred to as the "CONTRACTOR."

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 Public Service activity to provide seniors with a nutritious, balanced meal year round, excluding holidays; fitness and wellness, recreation and educational activities and programs to enhance interaction and provide opportunities to socialize and explore educational and cultural activities; and services designed for seniors impacted by their health 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 promote public health and safety and adds to livability and fosters a sense of community 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 \$111,633 in fiscal year 2015-2016. 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 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, 2015 and shall end its performance June 30, 2016, 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.

21. Entire Agreement

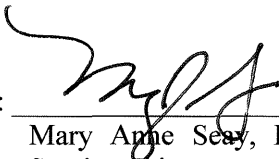
This Agreement constitutes the entire agreement between CONTRACTOR and CITY with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this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

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

CITY OF MADERA:

**CITY OF MADERA PARKS AND
COMMUNITY SERVICES DEPARTMENT**

By: _____
William Oliver, Mayor Pro Tem

By:  _____
Mary Anne Seay, Parks and Community
Services Director

Date: _____

Date: 5-14-15

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

Date: _____

Date: _____

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE PROPOSAL APPLICATION
2015/2016

AGENCY/PROGRAM INFORMATION

DATE SUBMITTED: February 20, 2015

Legal Name of Agency: City of Madera - Parks & Community Services Department

Program Name: Senior Services

Agency Address: 701 East 5th Street

City/Zip: Madera / 93638

Telephone: (559) 661-5495

Program Director: Mary Anne Seay

FAX: (559) 675-3827

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. All research documentation must be acknowledged.)

The demand for the City of Madera Parks and Community Services Senior Programs are growing as a result of an increasing senior population and improved marketing strategy. While the senior population and interest in our programs continue to grow, revenues continue to decrease. Without additional funding, the City of Madera would have no recourse but to reduce services to Madera's seniors. The City of Madera manages senior programming at three sites in addition to providing home-bound meal deliveries (Meals on Wheels). We are seeking \$134,633 in funding to support staffing, supplies and programming costs for Meals on Wheels and recreation/meal programming at these three senior service locations. The three locations are the Frank Bergon Senior Center, the Pan-Am Community Center, and the Adult Day Care (ADC) Facility.

CDBG funding would enable the City to continue and enhance the following programs and services for seniors (defined as 60 and older):

- a) **Meal / Nutrition Program** - The City of Madera provides a nutritious and balanced meal five days per week throughout the year, excluding holidays at three congregate locations. The Meals on Wheels portion of the program delivers a minimum of seven nutritious meals per week to qualified home-bound seniors within the City of Madera and has nearly doubled the amount of people served since last year. When resources are available, additional meals (breakfast and/or shelf stable meal packages) are also provided.

RECEIVED
2-20-15

9R 11:00 A.M.

- b) **Wellness Programs** - Fitness and wellness programming takes place at all three locations. Programs offered throughout the week include: Tai-Chi, Zumba, aerobics, walking, chair exercise, yoga, dance instruction, and others.
- c) **Recreation and Educational Activities** - The City augments its daily service for seniors with a variety of recreation and educational programming that includes safety discussions led by local law enforcement, technology related programs, arts & crafts programs, karaoke, movies, nail salon program, billiards, bridge, bingo, Special events, educational speakers, games, inter-generational programming, cooking classes, social dances, a wide variety of local and regional field trips, and other programs.
- d) **Adult Day Care** - Meal and therapeutic recreation programs for seniors with special needs are offered at the City of Madera's Adult Day Care (ADC) Center; programming at this facility is designed exclusively for seniors who have dementia (including Alzheimer's), Parkinson's disease or other related health issues. Support and respite care for care givers is also offered as part of the program.

The three senior sites offer programming and services that are located throughout the City benefitting many of Madera's seniors and their families. The Meals on Wheels Program is also offered all throughout the City limits. Without the City's senior programs, many program participants would live in isolation without the guarantee of consuming at least one nutritious meal each day. In addition, the recreation and fitness components provide an opportunity for social interaction, engagement, improved vitality and overall increased wellness. Our participants frequently describe our senior programming as their home away from home. In many cases, our services are the only nutritional, social and continued education services received by our participants. The attached letters illustrate some of these points.

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. (Attach sheets if necessary.)

No other Madera-based agency offers the meal and programs in the City limits that are offered by the Parks and Community Services Department of the City of Madera.

Explain how your program supplements or complements existing services without duplicating them. (Attach sheets if necessary.)

Not applicable

CLIENT POPULATION

Indicate the total number of potential clients in the community who require your services.

The senior population of The City of Madera is estimated to be 6,129 which is 8.8% of the total population of the City according to the most recent census data.

State the total number of unduplicated clients you intend to serve during the term of this proposed program/service (12 months)

None of the 6,129 seniors are exempt from our programs and services, but our program is limited by room-size as well as staffing and other capacity issues. We estimate that we could serve up to 700 unduplicated seniors annually in the various programs and special events provided for area seniors.

If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?

_____ Yes

_____ X No

If yes, explain:

Provide the following demographic information for the total number of unduplicated clients as indicated above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
							200	500
GENDER	Female	490						
	Male	210						
FEMALE HEAD								

This information is confidential and is only used for government reporting purposes to monitor compliance with equal opportunity laws. Please note that self-identification of race/ethnicity is voluntary.

RACE	NO.	RACE	NO.
White	<u>287</u>	American Indian or Alaska native AND White	<u>296</u>
Black/African American	<u>42</u>	Asian AND White	<u>293</u>
Asian	<u>6</u>	Black/African American AND White	<u>329</u>
American Indian or Alaska Native	<u>9</u>	American Indian/Alaska Native AND Black/African American	<u>51</u>
Native Hawaiian or Other Pacific Islander	<u>3</u>	Other: Two or more races	<u>33</u>
Mexican/Chicano	<u>320</u>	Cuban	<u>0</u>
Puerto Rican	<u>0</u>	Other Hispanic/Latino: _____	<u>320</u>

EFFECTIVENESS AND EFFICIENCY

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

Goal #1: The City will increase participation of seniors in City-offered technology, recreation, cooking, wellness and other educational programming.

Objective #1: The program areas listed above will each achieve at least a 10% increase in unduplicated clients over previously documented participation totals.

Objective #2: The program areas listed above will each achieve at least a 10% increase in duplicated services provided to individual participants.

Goal #2: Program participants will self-report greater life satisfaction and wellness as a result of participating in City provided programming.

Objective #1: The average score on self-reporting surveys for life satisfaction will rise 10% over the grant period.

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

The City of Madera's Senior Service Programs have a system of checks and balances to ensure efficiencies, goal achievement and quality service. In addition to regular site visits, staff observation, employee evaluations, and program audits, we distribute and collect regular customer satisfaction surveys. The data collected from these surveys is compiled, analyzed and used as a

means to grow and improve service. (See attached employee evaluation, visitation check-list, and customer satisfaction service survey.)

What National Objective does your program meet?

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

Describe what measureable objectives your program meets?

Objective #1: The program areas listed above will each achieve at least a 10% increase in unduplicated clients over previously documented participation totals.

Objective #2: The program areas listed above will each achieve at least a 10% increase in duplicated services provided to individual participants.

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

Objective #4: The average score on self-reporting surveys for wellness will rise 10% over the grant period.

How will your program meet its goals in one year?

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

How does your proposal support the Vision Plan Madera 2025 Action Plan?

The City of Madera's Senior Services Program supports the Vision 2025 Action Plan in the specific target areas of strategies #337 and #342 by providing intergenerational activities and vocational opportunities for seniors. Strategy #337 is to develop programs for Maderans of all ages with an emphasis on youth and senior activities. Strategy #342 is to ensure there are paid and volunteer opportunities for Madera's seniors.

SERVICE FUNDING

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.

- a) The Fresno Madera Area Agency on Aging (FMAAA) offers grant funding to help offset costs of senior services programs.
- b) Some seniors make anonymous voluntary donations to the program. The suggested donation is \$1.75/ meal. Seniors are NOT denied a meal and City staff does not track who donates resources and who does not.
- c) The City of Madera's General Fund.
- d) Other fund raising efforts occur periodically throughout the year; modest support of senior programs is achieved through fund-raising.

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

As mentioned earlier, this request is to cover increasing costs of doing business for an increased number of participants in the City of Madera. The overall budget for the three senior sites and homebound meal program is estimated to be about \$366,045 for the upcoming 2015-16 Fiscal Year. FMAAA grants are anticipated to offset this figure by \$67,563. Funding support from the FMAAA is likely to remain relatively consistent in the upcoming fiscal year, but specific funding amounts are not communicated to staff until well after the CDBG selection process and the City of Madera's Budget building process have been completed.

Voluntary donations for the current fiscal year are projected to be shy of \$26,500. These voluntary contributions have declined significantly over the last several years in step with the economic down-turn. City staff project \$23,300 in donations for the upcoming fiscal year. The City's General Fund available to the Parks and Community Services Department has also decreased in step with the economic down-turn and final budget numbers are not yet available for next Fiscal Year. Still, the trend has been downward; the City's General Fund contribution to the Parks and Community Services Department as a whole has decreased by approximately 30% over the last five years. These reductions have impacted the service delivery plan for senior programs, while CDBG and FMAAA grant awards make continued programming possible.

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

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

S:\CDBG\2015-2016\15-16 Public Service\2015 2016 Public Service Application Senior Services.docx

needs of participants as a direct result of feedback data.

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

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

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

Similar services are provided to seniors living in nearby communities. The City of Madera operated programs at County sites (homebound meals in the County of Madera in addition to service at five County meal locations) through the beginning of last calendar year. These services are now offered by the City of Chowchilla, the Community Action Partnership of Madera County (CAPMC) and the FMAAA. The City remains the sole service provider within City limits.

When there is an overflow of clients, how is it determined whom to serve?

The City of Madera has not had an issue with an overflow of clients for the meal program. We have increased the number of recreation and fitness programs to accommodate the increased interest, including additional and more regular field trips. Trips are offered on a first come/first served basis and they have filled up from time to time. When possible, a second bus is ordered.

Is income criteria used to establish eligibility for services?

_____ Yes X No (If yes, attach a copy of the criteria.)

Is a fee schedule used?

_____ Yes X No (If yes, attach a copy of fee schedule.)

This page left blank

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet?

The Madera City Council meets twice per month; once on the first Wednesday and once on the third Wednesday of each month. In the event a regularly scheduled meeting lands on a holiday, the Council meets the following business day.

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

The average number of members at meetings last calendar year was six (6). It should be noted that in November of 2012, the City of Madera moved from five (5) at large elected Council Members with a rotating annual Mayor to having six (6) Council Members elected by district and one (1) four year Mayor.

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

4 Minimum 7 Maximum

Please provide the following information:

Date of Incorporation: 1907

IRS Employer Number: 94-600365

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

Robert L. Poythress, Mayor, Vice President/Manager, Citizen's Business Bank, elected 2012, Mayor term expires December 2016

Sally J. Bomprezzi, Business Administrator/Personnel Manager, St. Joachim's Catholic Church, elected 2014, Council Member term expires December 2018; District 1

Andrew J. Medellin, Owner Andy's Sports and Design, elected 2012, Council Member term expires December 2016; District 2

William Oliver, elected 2014, Mayor Pro Tem expires December 2015, Council term expires December 2018; District 3

Derek O. Robinson Sr., Retired Postal Service, elected 2012, Council Member term expires December 2016; District 4

Charles Flores Rigby, elected 2014, Council Member term expires December 2018; District 5

Donald E. Holley, Machine Operator, elected 2012, Council Member term expires December 2016; District 6

All of the Council Members and the Mayor may be reached at the following:

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

(559) 661-5409

FINANCIAL:

How often are financial records audited, and by whom?

Senior Service budgets are tracked regularly by staff. Internal Parks & Community Service Department practice is to review budgets on a quarterly basis. The Senior Program is subject to being audited twice annually. Separate audits occur by the Fresno Madera Area Agency on Aging and by an internal City of Madera audit performed by Price Paige and Company; they can be reached at: telephone 559.299.9540, fax 559.299.2344 or website www.ppcpas.com.

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

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

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

None

List any outstanding obligations:

None

RESOLUTION/CERTIFICATION:

We, the Board of Directors of _____ N/A _____ do hereby resolve that on _____, 2015, 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.

S:\CDBG\2015-2016\15-16 Public Service\2015 2016 Public Service Application Senior Services.docx

Dated: _____, 2015

AGENCY NAME: City of Madera – Parks & Community Services Department

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

TELEPHONE: 559-661-5495

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: _____
Executive Director

**RETURN AN ORIGINAL AND
TWO COPIES TO:**

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

DUE DATE:

February 20, 2015, 5:00 p.m.

CONTACT PERSON:

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

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 1, 2015 to June 30, 2016

NAME OF ORGANIZATION: City of Madera Parks and
Community Services
701 E. 5th Street
Madera, CA 93638

PROJECT TITLE: Senior Services Program

QUARTER AND YEAR OF REPORT: _____, 20__

I. CLIENT INFORMATION:

1. Total number of clients receiving service this quarter: _____
2. Number of unduplicated individuals provided service this quarter: _____
3. Number of unduplicated individuals provided services year-to-date: _____
4. Number of people refused services this quarter: _____

Reason(s) services were denied: _____

**DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED
THIS QUARTER: (Items 5 through 10.)**

5.

Age	0 - 5	6 - 12	13 - 17	18 - 34	35 -54	55 - 59	60 - 64	65+
Total								

6. Female Head of Household: _____

7. Sex: Female _____

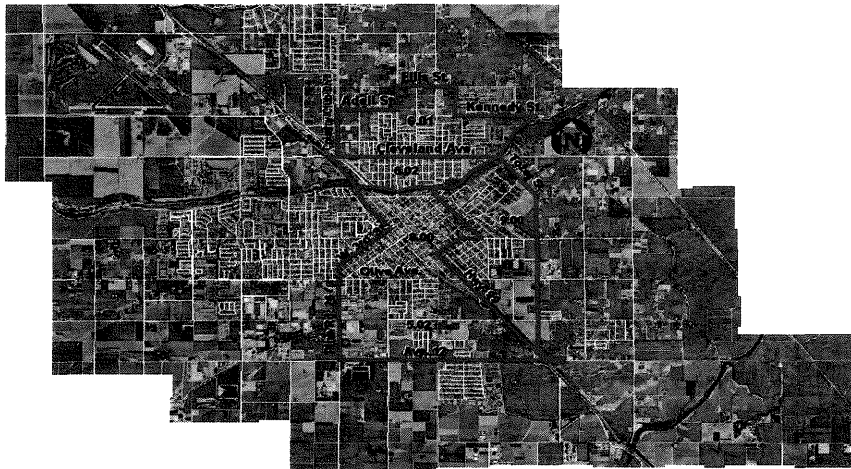
Male _____

8. Residential ZIP Code: 93637 _____
 93638 _____

9. Income Level by Family Size:

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	\$32,450	\$37,050	\$41,700	\$46,300	\$50,050	\$53,750	\$57,450	\$61,150
Minimum Annual Income	\$12,150	\$13,900	\$15,650	\$17,350	\$18,750	\$20,150	\$21,550	\$22,950
Total								

10. Census Tract:



5.02 _____ 6.01 _____ 6.02 _____ 8.00 _____ 9.00 _____

Note: To locate an address's Census Tract, enter the address, city, state and zip code at <http://factfinder.census.gov/servlet/AGSGeoAddressServlet>. The Census Tract number will be located in the results window.

I. LONG RANGE OBJECTIVES:

II. LONG RANGE OBJECTIVES:

III. SPECIFIC ACTIVITIES:

IV. OPERATION NARRATIVE:

**RETURN ACTIVITY REPORTS BY THE 15TH OF THE MONTH FOLLOWING THE
END OF EACH QUARTER TO:**

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

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

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

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

Signature

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

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

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

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.
 1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
 2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
2. The five racial categories to choose from are defined below. You should check as many as apply to the individual.
 1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
 2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
 3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."
 4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
 5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

INCOME SOURCE	AMOUNT	
FEDERAL	111,633	CDBG
CITY	149,704	City General Fund
UNITED WAY	-	
STATE (SPECIFY)	-	
FEDERAL (SPECIFY)	67,563	FMAAA
SERVICE FEES	-	
FUND RAISING	13,000	
DONATIONS	23,300	
RESERVE/CONTINGENCY	-	
OTHER (LIST)	845	Madera County
TOTAL INCOME	366,045	
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	205,803
BENEFITS	0150	90,528
SERVICES & SUPPLIES		8,160
INSURANCE	0200	695
COMMUNICATIONS	0250	5,250
CONSULTANT SERVICES	0300	-
OFFICE EXPENSE	0350	1,130
OFFICE RENTAL	0400	1
EQUIPMENT RENTAL	0450	-
UTILITIES	0500	10,000
TRAVEL (ADMIN.)	0550	-
FOOD SUPPLIES	0600	1,000
CONTRACTS	0650	32,127
TRANSPORTATION	0700	3,852
FUND RAISING	0750	7,500
TOTAL		366,045

SOCIAL/PUBLIC SERVICE REQUIREMENTS

- 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 CFRE 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.

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.

	<u>CPD</u>	<u>FHEO</u>
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

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

Attachment D

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2015.

PARTIES:

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

RECITALS:

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

WHEREAS, the Madera City Council has determined a program to provide youth with college-readiness and preparatory assistance and activities, and to provide leadership development and create opportunities for whole families to engage in the academic success of their students and to involve students in community service 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 promote youth college-readiness and to engage parents in leadership 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 obligation of the CITY under this Agreement shall not exceed \$10,000.00 in fiscal year 2015-2016. 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 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, 2015 and shall end its performance June 30, 2016, 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.

21. Entire Agreement

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

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

CITY OF MADERA:

**MADERA COALITION FOR
COMMUNITY JUSTICE**

By: _____
William Oliver, Mayor Pro Tem

By: LOURDES HERRERA
Lourdes Herrera, Executive Director

Date: _____

Date: 5/15/15

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

Date: _____

Date: _____

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE PROPOSAL APPLICATION
2015/2016

AGENCY/PROGRAM INFORMATION

DATE SUBMITTED: February 18, 2015

Legal Name of Agency: Madera Coalition for Community Justice

Program Name: Resilient Madera

Agency Address: 126 N. B street

City/Zip: Madera, CA 93638 Telephone: (559) 661-1879

Program Director: Lourdes Herrera FAX: (559) 6745674

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. All research documentation must be acknowledged.)

See Attached

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. (Attach sheets if necessary.)

Though the school district has recently added some support services, there are no current programs that offer services as extensive as this proposal.

Explain how your program supplements or complements existing services without duplicating them. (Attach sheets if necessary.)

MCCJ is already working Madera Unified School District to help supplement ongoing educational activities and will be able to offer new services on campus, through peer education sessions and this proposal.

RECEIVED
R12-20-15
1:45 PM

CLIENT POPULATION

Indicate the total number of potential clients in the community who require your services.

20

State the total number of unduplicated clients you intend to serve during the term of this proposed program/service (12 months)

20

If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?

_____ Yes X No

If yes, explain:

Provide the following demographic information for the total number of unduplicated clients as indicated above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
			12	5	3			
GENDER	Female	15						
	Male	5						
FEMALE HEAD								

This information is confidential and is only used for government reporting purposes to monitor compliance with equal opportunity laws. Please note that self-identification of race/ethnicity is voluntary.

RACE	NO.	RACE	NO.
White	<u> 2 </u>	American Indian or Alaska native AND White	_____
Black/African American	<u> 2 </u>	Asian AND White	_____
Asian	_____	Black/African American AND White	_____
American Indian or Alaska Native	_____	American Indian/Alaska Native AND	_____

		Black/African American	_____
Native Hawaiian or Other Pacific Islander	_____	Other: _____	_____
Mexican/Chicano	<u>16</u>	Cuban	_____
Puerto Rican	_____	Other Hispanic/Latino: _____	_____

EFFECTIVENESS AND EFFICIENCY

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.

See Attached.

What National Objective does your program meet?

The project addresses National Objective #1 by providing a public service to low-income families through leadership development and creates opportunities for whole families to engage in the academic success of their students and involves students in community service.

Describe what measurable objectives your program meets?

Students will be trained in strategies to cope with trauma and reduce stress as a way to help strengthen their academic achievement. MCCJ will continue to provide college-readiness/ preparatory assistance as well as develop Individual Empowerment Plans to ensure each participant is thoroughly prepared to reach their college and career goals. Students will also be involved in community service once trained in leadership development. Program will be evaluated based on comparing accomplishments to the stated objectives and activities that will be set forth in a work plan. Important criteria include completion of tasks, achieving recruitment goals and compliance with budget outlay.

How will your program meet its goals in one year?

These goals coincide with the mission and goals of our ongoing Madera Youth Leaders program. All of the youth already participating in MYL receive some of these services and we are hoping to expand to include new curriculum and activities, as well as, offer this program to even more students.

How does your proposal support the Vision Plan Madera 2025 Action Plan?

As part of Vision Plan Madera 2025, it supports working toward a Well-Planned City, A Strong Community and Great Schools, Good Jobs and Economic Opportunity, and a Safe, Healthy Environment. Through the youth-lead community forums planned in this proposal, the youth leaders will be creating events to directly discuss land-use policy, the Local Control Accountability Plan for Madera Unified, economic options for youth and families, as well as environmental issues impacting the health of our community.

SERVICE FUNDING

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.

No other funding is available at this time.

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 will continue to apply for grant funding that supports the overall mission of Madera Youth Leaders and the Resilient Madera project but the projected income from this is unknown at this time.

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.

At the annual strategic planning meeting, both board members and community attendees discuss the application and the former subsequently approved the submission.

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.

None

When there is an overflow of clients, how is it determined whom to serve?

First come, first served.

Is income criteria used to establish eligibility for services?

☒ Yes ☐ No (If yes, attach a copy of the criteria.)

Is a fee schedule used?

☐ Yes ☒ No (If yes, attach a copy of fee schedule.)

Abstract:

This application proposes to establish a program that is specifically designed to help the low-income and young people of color in Madera succeed. With almost 80% of Madera county students being youth of color, close to 40% of students living in poverty, and a county with some of the highest rates of suspensions and expulsions, student dropouts, teen pregnancy and juvenile arrests in the state, it is clear that our students have many obstacles on their way to college and career paths.

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

To empower our struggling students, Madera Coalition for Community Justice will facilitate leadership training that provides them with all the tools to excel academically, while acknowledging that they are in need of a support system that addresses their unique challenges and gives them skills to cope, reduce stress and become resilient leaders.

(Summary of Community Need or Problem to be Addressed)

IntroductionBackground -

Madera Coalition has a long history of working with the eastside Madera community and will continue to serve these young people and their families. The target participants of this program are 90% Latino and 100% low-income, within this population we will increase our focus on English Language Learners and the 350 foster and homeless students and within Madera Unified.

For those without a lot of support at home, due to neglect or because their parents have to work multiple jobs to make ends meet, youth can feel desperate in their need for acceptance, support and stability. This is heightened in neighborhoods that suffer from high unemployment and no social support system. Growing up in this environment often pulls youth toward an unhealthy life path including gang membership and risky sexual behavior.

The Resilient Madera project target students are significantly more likely to experience childhood trauma and have compounded obstacles to overcome before reaching their educational and career goals.

Presenting Problem -

Data released from the Adverse Childhood Experiences study (ACE Study), a collaboration between the Center for Disease Control and Prevention and Kaiser Permanente, reveals significant connections between the health, social, and economic risks that result from childhood trauma.

It states, "Without support and protection from adults, children who experience toxic stress are at higher risk for health and social problems, like asthma, diabetes and obesity, as well as learning difficulties. Toxic stress also may make it difficult to sit still in school or to control emotions in challenging situations. If left untreated, toxic stress can lead to increased risk of adult diseases including heart disease and cancer."

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

** All data sourced from kidsdata.org*

Research continues to show a direct link between childhood trauma (Adverse Childhood Experiences) and student's academic success, mental, emotional and physical health. We know that our students can not perform well in school while they are sick, and we must be innovative in our strategies of intervention.

The first component of this program seeks to provide a safe and welcoming place to connect, share coping and stress reduction techniques on how to manage school while facing severe instability at home and pressure to engage in gangs or other risky behaviors.

The second goal of this program is to provide students who are less likely to graduate and go on to college, the information and support to be successful in a college or career path and to encourage growth in their self-esteem and facilitation skills, in order to make broad change in Madera. Whether they are focused on bullying on their school campus or advocating for better bus access in their area of town, they are experts in creating solutions to their communities' struggles and are capable of leading holistically supportive and genuine community engagement through circles and forums.

Proposal Narrative

Rationale (What do students need to succeed?) -

Like other innovative youth development programs in the state, we believe the young people of Madera need more systems of social-emotional support alongside educational development in order to meet their day to day needs, reach their career and college potential success, become leaders in their communities and live long and healthy lives.

"The Search Institute identifies 40 measurable assets of young people, including support by parents or other adults, community service, involvement in extracurricular activity, academic goals, skill in making decisions, positive values, a positive view of one's own future, and social skills.⁴ In working to encourage young people to develop and rely on their own assets, the most promising programs focus on each young person's abilities while taking into consideration his/her individual family, social, cultural, and school environment. Such programs focus on developing young people's self-esteem, self-efficacy, and self-worth.*

*Youth development—also known as life options—programs must be flexible to be able to meet the individual needs and build on the individual assets and strengths of each young participant. Programs may provide such services as tutoring, mentoring, recreational opportunities, job training, social skills, and community service. By tailoring services to meet the needs and build on the assets of the individual, these programs motivate young people to work toward achieving successful futures."- **Advocates for youth***

Project description-

The Resilient Madera project will support youth through a holistic approach to student's health and academic success, while training in leadership and community engagement. During the course of the program, youth will strengthen their self esteem and develop academically in order to increase their likelihood of reaching their college and career goals. In concluding the program, youth within the cohort will be applying their newly

developed leadership skills to develop community-driven campaigns to benefit their families, schools and neighborhoods.

Project Outcomes:

There are three primary outcomes for the project:

(1) Each session will be made up of 25-30 youth participants, with sessions held weekly. The program will run on a year round basis, with curriculum cycles coinciding with the spring, summer and fall school schedule. Each curriculum cycle we will be accepting new students but youth are encouraged to stay with our program throughout their high school career.

Each youth session will allow the participants to create a safe and connected circle of support with other young people and their adult allies. Throughout the sessions, youth will learn about mindfulness and other techniques to help counteract the effects of Adverse Childhood Experiences, to seek the help they need to succeed, to build self-esteem, efficacy and self-worth, to know what it feels like to be valued, engage in positive decision-making and to be a leader.

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

(3) Youth from this program will be developing two service learning projects. The first will be a cross-campus awareness project, focused on improving the climate of their schools. The exact topic could range from bullying to school discipline but will involve social media and educational session components to reach other students on their campus. This will highlight the way students are treated at school, affects the rest of the community. When school is not seen as a safe place, youth are drawn to find other places of acceptance like gangs, tagging, substance abuse and other risky behavior.

For the second project, youth will take the support circles they are participating in and replicate them within their community. These circles will include youth, parents and other community members. The task for the youth-lead support circles will be to develop a

community-driven campaign to address an issue by conducting research, focusing media attention, and appealing to a local agency like the school board or city council.

The result is a core group of Madera youth leaders on an individualized path to success prepared with the tools to lead their community.

(Effectiveness and Efficiency)

Assessment-

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

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

Budget Justification-

Funds requested are to contribute to the Youth Coordinator's time contributed to the program, who will have sole responsibility for implementing all programmatic functions of the project and the part-time assistant. Additional funds are included to allow the Youth Coordinator, program assistant and other youth on this project, the ability to attend a training and/or conference.

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Monthly

What was the average number of Board members attending meetings last year? 10

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

8 Minimum 20 Maximum

Please provide the following information:

Date of Incorporation: September 7, 1994

IRS Employer Number: 77-0391942

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? 12 months

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:

N/A

List any outstanding obligations:

RESOLUTION/CERTIFICATION:

We, the Board of Directors of MCCJ do hereby resolve that on 2/23, 2015, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

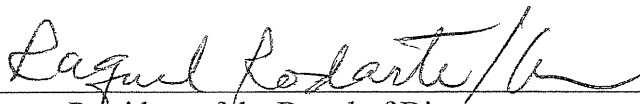
Furthermore, we certify that the agency making this application is (1) non profit, (2) tax exempt, and (3) incorporated in the State of California, and has complied with all applicable laws and regulations. To the best of our knowledge, all information presented herein is correct and complete.

Dated: February 18, 2015

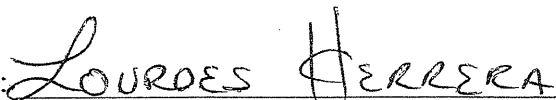
AGENCY NAME: Madera Coalition for Community Justice

ADDRESS: 126 North B Street Madera, CA 93638

TELEPHONE: (559) 661-1879

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: 
Executive Director

**RETURN AN ORIGINAL AND
TWO COPIES TO:**

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

DUE DATE:

February 20, 2015, 5:00 p.m.

CONTACT PERSON:

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

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 1, 2015 to June 30, 2016

NAME OF ORGANIZATION: **Madera Coalition for Community Justice**
126 N. B Street
Madera, CA 93638

PROJECT TITLE: **Resilient Madera Program**

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

I. CLIENT INFORMATION:

1. **Total number of college-age youth and adults receiving service this month:**

 2. **Number of unduplicated college-age youth and adults provided service this month:** _____
 3. **Number of unduplicated college-age youth and adults provided services year-to-date:** _____
 4. **Number of college-age youth and adults refused services this month:** _____
- Reason(s) services were denied:** _____
- _____
- _____

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

5.

Age	17 - 34	35 -54	55 - 59	60 - 64	65+
College-Age Youth					
Adults					
Total					

6. Female Head of Household: _____

7. Gender: Female _____

Male _____

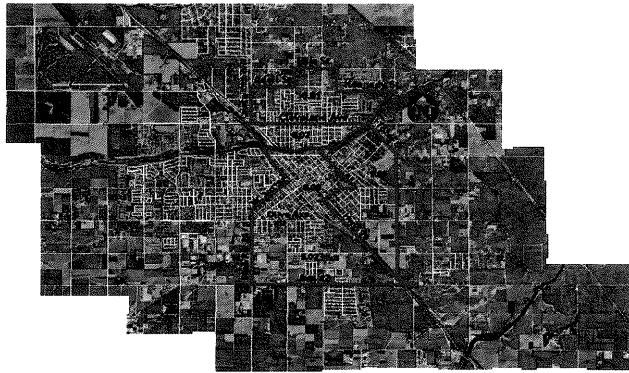
8. Residential ZIP Code: 93637 _____

93638 _____

9. Income Level by Family Size:

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	\$32,100	\$36,700	\$41,300	\$45,850	\$49,550	\$53,200	\$56,900	\$60,550
Minimum Annual Income	\$12,050	\$13,800	\$15,500	\$17,200	\$18,600	\$20,000	\$21,350	\$22,750
Total								

10. Census Tract:



5.02 _____ 6.01 _____ 6.02 _____ 8.00 _____ 9.00 _____

Note: To locate an address's Census Tract, enter the address, city, state and zip code at <http://factfinder.census.gov/servlet/AGSGeoAddressServlet>. The Census Tract number will be located in the results window.

I. LONG RANGE OBJECTIVES:

II. SHORT RANGE OBJECTIVES:

III. SPECIFIC ACTIVITIES:

IV. OPERATION NARRATIVE:

**RETURN ACTIVITY REPORTS BY THE 15TH OF THE MONTH FOLLOWING THE
END OF EACH QUARTER TO:**

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

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

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

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

Signature

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

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

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

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.
 1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
 2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
2. The five racial categories to choose from are defined below. You should check as many as apply to the individual.
 1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
 2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
 3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."
 4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
 5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

INCOME SOURCE	AMOUNT	
CITY		
STATE (SPECIFY)		
FEDERAL (SPECIFY) CDBG	10,000	
SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST)		
TOTAL INCOME		
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	7,650
BENEFITS	0150	350
SERVICES & SUPPLIES		
INSURANCE	0200	
COMMUNICATIONS	0250	
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	500
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	
UTILITIES	0500	
TRAVEL (ADMIN.)	0550	1,000
FOOD SUPPLIES	0600	
CONTRACTS	0650	
TRANSPORTATION	0700	500
FUND RAISING	0750	
TOTAL		10,000

SOCIAL/PUBLIC SERVICE REQUIREMENTS

- 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 CFRE 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 religious 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.

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.

	<u>CPD</u>	<u>FHEO</u>
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

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

Attachment E

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2015.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and the City of Madera Public Works 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 that to fund labor and overhead costs associated with graffiti removal services as complaints are filed by the public or identified by staff 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 promote public health and safety and adds to livability and fosters a sense of community 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 \$163,570 in fiscal year 2015-2016. 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 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, 2015 and shall end its performance June 30, 2016, 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.

21. Entire Agreement

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

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

CITY OF MADERA:

**CITY OF MADERA PUBLIC
WORKS DEPARTMENT**

By: _____
William Oliver, Mayor Pro Tem

By: _____
Dave Randall, Public Works Director

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

Date: _____

Date: _____

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT PROPOSAL FORM
2015/2016

DATE SUBMITTED: February 20, 2015

A. GENERAL INFORMATION

1. Name of Department/Organization: City of Madera Public Works Department

Address: 1030 S. Gateway, Madera CA 93637

Contact Person: David Randall

Phone: (559) 661-5466

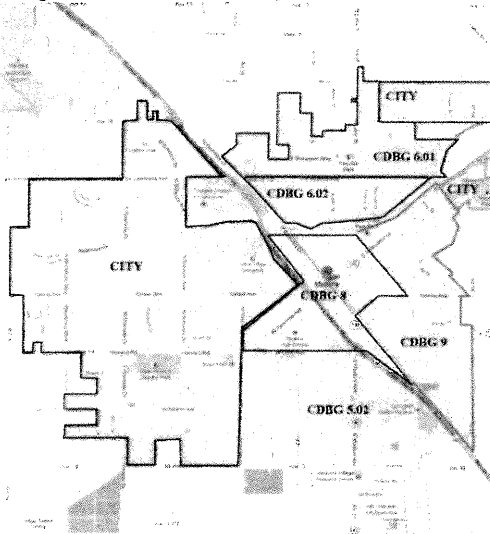
Concurrence: _____

Department Head Signature/Authorizing Official

B. ACTIVITY DESCRIPTION

1. **Summary:**

Public Works proposes that we continue to expand the City's existing graffiti removal efforts to provide expanded graffiti removal services in five low income CDBG Census Tracts and revitalize these target areas. The five CDBG Census Tracts are: 5.02, 6.01, 6.02, 8.0 and 9.0. Through the Graffiti Abatement Project, the City provides the manpower and materials to remove graffiti from public facilities, such as parks, sidewalks, bridges, underpasses, and creeks, located within qualifying target areas. Revitalizing these areas may require a longer period and more resources than can be provided by a single CDBG grant to the locality.



2. **Need:**

These lower income neighborhoods continue to suffer from a high rate of graffiti relative to the rest of the City. The City's limited Graffiti removal resources is at an adequate level for the other areas of the City but these areas suffer increased visual blight and corresponding reduced property values and community value.

The effect of this project is threefold as abatement decreases the conditions of blight, offers safety and security for families residing there and raises the quality of life by strengthening Madera's neighborhood image.

3. **Estimated cost of project and source of estimate (if available):**

Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

The projected expenditure of funds in the identified areas will cost \$163,570. The requested funding is to cover a significant portion of the project's costs of salaries, maintenance and operations within the identified areas.

In addition to the CDBG funding, the City will continue to use Gas Tax, Solid Waste, Water and Sewer funds in order to maintain the City's base operations within the City's street right of ways and public structures. As a result, the City's base operations do provide management and equipment that makes the CDBG operations more economical than if it were to be a standalone project.

4. **Timetable (assuming final approval next July 1). Will your proposal meet these goals in one year? Give starting date for activity.**

The project would begin on July 1 and run for the entire FY 2015/2016 year. Additionally, the project is expected to meet the goals and outcomes listed below.

5. **What measureable goals will your project deliver?**

The Department will additionally expend a minimum of 6,800 man hours on graffiti removal in the five designated neighborhoods in order to reduce or eliminate the visual blight of graffiti. In 2014, the department removed approximately 63,000 Sq Ft of graffiti which is approximate to 8,800 graffiti incidents. By having an effective graffiti abatement program, hot spots – areas frequently targeted by graffiti vandals – are checked regularly, with the overall goal of removing graffiti as soon as possible. As a result, graffiti removal is an effective tool for the community in preventing the lowering of property values and a reduction in additional criminal activity.

6. **What is the project's expected outcomes? How are the outcomes assessed?**

The result of graffiti abatement in the community is the removal of visible blight,

maintaining stable property values and the message to the community that vandalism is not tolerated. It is anticipated that the project will remove or cover 50,000 Sq Ft of graffiti and/or approximately 7,000 graffiti incidents with a goal of seeing an overall decrease from the previous year due to continued abatement. Records will be kept of where, when, and the nature of all graffiti incidents and requests for service. Additionally, GPS information for each tag will be recorded in order to more accurately determine hotzones of activity, which will allow the Department to focus abatement goals in these areas while cooperating with other agencies in order to reduce graffiti incidences.

7. **What National Objective does your project meet?**

Graffiti is vandalism and is defined as the unauthorized spraying of paint or marking of ink, chalk, dye or other similar substances on public and private buildings, structures and places, where it is visible to the public. The effect of graffiti is visible blight throughout the community, an ascertainable diminishment of surrounding property values and an open invitation to vandalize and apply more graffiti. As such, the Graffiti Abatement Project contains elements that fall within the four National Objectives listed below.

- Eliminating slums and blight; preventing deterioration of property; and providing needed neighborhood community facilities, principally for persons of low and moderate income.
- Eliminating conditions which are detrimental to health, safety and public welfare through interim rehabilitation and code enforcement, etc.

C. ENVIRONMENTAL IMPACTS:

1. **Historical:**

a. *How old is the affected structure?*

This is not applicable as the project is not on any one building and is not anticipated to include any Historical Structures.

b. *Will this project affect an historically significant (or potentially historic) structure?* No.

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?*

3. **Water:**

a. *Does this project involve a sewer or water system?* No.

D. PROJECT 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: Due to the geographic distribution of graffiti incidences and impact of graffiti as a physical blight condition, it is assumed that all residents benefited from this activity.

In the proposed service areas, there are 10,325 housing units and 41,603 residents. Between the months of July 1, 2013 and June 30 2014, 63,152 square feet (8,818 incidences) of graffiti was removed.

b. Service Area:

The five areas being serviced are within currently designated CDBG census tracts and are: 5.02, 6.01, 6.02, 8.0 and 9.0.

2. How will the proposed project prevent or eliminate slums or blight?

There are two (2) types of graffiti in Madera. The first is "gang graffiti" which relates to specific gangs. The second is "tagger" graffiti that relates to a particular person or "tagging" crew. Graffiti impacts the economic condition of blight in that it indicates a disenfranchisement of the neighborhood to their community. The prevalence of graffiti sends a message to both residents and visitors. If it is not abated, it becomes an indicator that crime, poverty and poor property maintenance is a commonly accepted practice. Ultimately, it becomes a disincentive for private investment and negatively impacts property values.

Approximately 90% of the graffiti in Madera can be attributed to taggers. There are about 15-20 "hot spots" within the City. It is our goal to eliminate graffiti within 48 hours of a report being filed. We have reduced over 80% of the graffiti tags within the city limits within the past 3 years. It is our goal to reduce 95% of the graffiti tags within the next five years, thus reducing incidents of blight and criminal activity through; abatement, continual collaborative efforts to identify, quantify and locate graffiti gangs and taggers to arrest, conviction and punishment and to make all parents/guardians of graffiti taggers fully responsible for the actions of their children as allowed by California State Civil Code.

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.*

There has been considerable citizen support for the graffiti abatement activities as set up by Neighborhood Revitalization. Public Works will continue to work with Neighborhood Revitalization in receiving public input/participation. Additionally, Public Works plans on providing community outreach education through presentations to local schools and service groups in order to raise awareness of graffiti and how concerned citizens can help.

2. *Note complaints that have been received, etc.*

3. *Evidence of collaboration with other agencies within the community.*

Currently, we plan on continuing the monthly Graffiti Collaborative Meetings between Public Works, Neighborhood Revitalization, Madera Police Department, Madera County Probation, Madera County District Attorney's Office, concerned businesses and concerned citizens.

RETURN AN ORIGINAL AND TWO COPIES TO:

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

DUE DATE:

February 20, 2015; 5:00 p.m.

CONTACT PERSON:

Jorge Antonio Rojas, Project Manager – Grants
559-661-3693
Internal Extension: 359
jrojas@cityofmadera.com

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 1, 2015 to June 30, 2016

NAME OF ORGANIZATION: City of Madera Public Works
1030 South Gateway Drive
Madera, CA 93637

PROJECT TITLE: Graffiti Removal

QUARTER AND YEAR OF REPORT: _____, 20__

I. CLIENT INFORMATION:

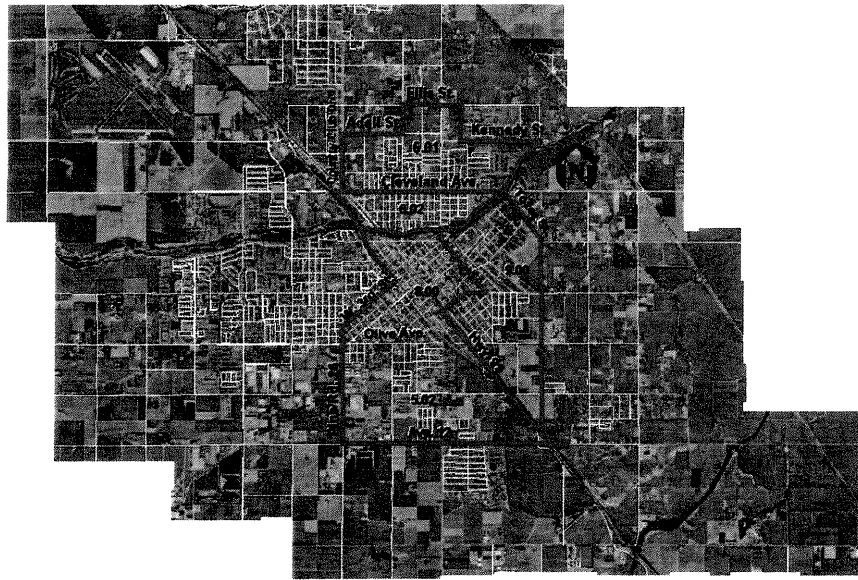
1. Total number of graffiti incidents this quarter: _____
2. Number of unduplicated graffiti incidents this quarter: _____
3. Number of unduplicated graffiti incidents year-to-date: _____
4. Number of graffiti incidents not addressed this quarter: _____

Reason(s) incidents were not addressed:

DEMOGRAPHIC INFORMATION OF THE INCIDENTS ADDRESSED THIS QUARTER: (Items 5 through 10.)

5. Graffiti Removal Incidents: _____
6. ZIP Code: 93637 _____ 93638 _____

7. Census Tract:



5.02 _____ 6.01 _____ 6.02 _____ 8.00 _____ 9.00 _____

Note: To locate an address's Census Tract, enter the address, city, state and zip code at <http://factfinder.census.gov/servlet/AGSGeoAddressServlet>. The Census Tract number will be located in the results window.

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OPERATION NARRATIVE:

**RETURN ACTIVITY REPORTS BY THE 15TH OF THE MONTH FOLLOWING THE
END OF EACH QUARTER 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: _____

**CITY OF MADERA PUBLIC WORKS
COMMUNITY DEVELOPMENT BLOCK GRANT
2015-16 GRAFFITI REMOVAL BUDGET**

Salaries / Full-time	66,092	2.10 FTE (see Breakout)	2.00 Maint. Worker II
Salaries / Part-time	52,155	1.75 Part time FTEs (See Breakout)	0.10 Office Assistant III
Salaries / Overtime	0		0.25 PT Code Enforcement Officer
Salaries - Leave Payout	0		1.50 Part Time (Seasonal Help)
Salaries / Uniform Pay	550		
Salaries - Auto and Expense Allowance	0		
Public Employees Retirement System	15,453		
Long Term Disability Insurance	238		
Life Insurance Premiums	112		
Worker's Compensation Insurance	9,007		
Medicare Tax - Employer's Share	1,791		
Deferred Compensation / Part-time	1,956		
Deferred Compensation / Full-time	2,776		
Unemployment Insurance	2,121		
Section 125 Benefit Allow.	56,304		
Vehicle Fuel, Supplies & Maintenance	19,200		
Contracted Services	2,000		
Other Maintenance Supplies	10,500		
Paint Supplies	20,000		
Conference, Training, Education	0		
Interfund Charges - Fac. Maint	0		
Interfund Charges - Central Supply	2,000		
Interfund Charges - Vehicle Repairs	36,890		
Interfund Charges - Replace Vehicles	19,425		

Total 318,570

80,000 Gas Tax Contribution
35,000 Solid Waste Contribution
20,000 Water Fund Contribution
20,000 Sewer Fund Contribution
163,570 CDBG Requested Amount

SOCIAL/PUBLIC SERVICE REQUIREMENTS

- 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 CFRE 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 religious 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.

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.

	<u>CPD</u>	<u>FHEO</u>
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

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

Attachment F

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2015.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and the City of Madera Parks and Community Services Department, hereafter referred to as the "CONTRACTOR."

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 accessibility improvements at the Pan American Community Center and the Frank Bergon Senior Center 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 reconstruct concrete walkways leading from parking lots to building entrances and to incorporate best practices for ADA detectable warnings and walking surface construction including tactile warning mats, visual warning markings, efficient watershed, enhanced skid resistance and appropriate ramping; installation of ADA automatic door openers, restriping or striping of parking stalls and asphalt overlay of ADA parking stalls to bring surface slope into code compliance is consistent with CITY's 2010 Americans with Disabilities Act Self Evaluation and Transition Plan and 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 \$65,238.00 in

fiscal year 2015-2016. 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 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, 2015 and shall end its performance June 30, 2016, 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.

21. Entire Agreement

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

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

CITY OF MADERA:

**CITY OF MADERA PARKS AND
COMMUNITY SERVICES DEPARTMENT**

By: _____
William Oliver, Mayor Pro Tem

By:  _____
Mary Anne Seay, Parks and Community
Services Director

Date: _____

Date: 5-14-15

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

Date: _____

Date: _____

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT PROPOSAL FORM
2015/2016

DATE SUBMITTED: February 20, 2015

A. GENERAL INFORMATION

1. Name of Department/Organization: Parks & Community Services Department

Address: 701 East 5th Street, Madera, California 93638

Contact Person: Mary Anne Seay/John Scarborough Phone: (559) 661-5495

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 consists of making accessibility improvements at the Pan American Community Center and the Frank Bergon Senior Center. Both project sites are City facilities used as senior centers, among other activities for the public. The improvements follow the recommendations found in the City of Madera's Americans with Disabilities Act (ADA) Self Evaluation and Transition Plan which was adopted by Council in 2010. Specifically, the project calls for *Priority 1* (as identified in the referenced plan) structural improvements designed to increase accessibility for clients with disabilities and mobility challenges. The Parks & Community Services Department has a goal of making its facilities universally accessible, and the completion of this project will move the City closer to that ideal.

The scope of the improvement projects consists of several major elements:

A.) Selective reconstruction of concrete walkways leading from parking lots to the building entrances. This consists of some demolition and limited shallow excavation of existing pathways and replacement with a new concrete surface. The replaced surface will incorporate best practices for ADA detectable warnings and walking surface

RECEIVED
2-20-15

OK 11-08-15

construction including tactile warning mats, visual warning markings, efficient watershed, enhanced skid resistance and appropriate ramping and up and down slopes.

B.) Installation of ADA automatic door opener at the south entrance of the Bergon Center and the West entrance at Pan-Am. These improvements will provide a panel operated automatic door with timed mechanical opening and closing complete with activation and safety sensing.

C.) Restriping or striping of parking stalls at both locations. This element will provide appropriately striped parking stalls in accordance with ADA Standards for Accessible Design, sufficient for the number of parking stalls and the volume of public usage at the building.

D.) Asphalt overlay of ADA parking stalls at Pan-Am to bring surface slope into code compliance.

2. Need (Explain why project is needed.):

In 2008, the City of Madera contracted with MIG Corp, Inc. to provide the City with an *ADA Self Evaluation and Transition Plan* of all City facilities, Parks and other public spaces. This data gathering and study spanned two fiscal years and was approved by the citizen ADA Advisory Council in August of 2010. At the recommendation of the ADA Advisory Council and City staff, the Madera City Council formally adopted the Plan in October of 2010.

Upon completion of the study, MIG Corp, Inc. provided the City with a comprehensive list of accessibility deficiencies and recommended corrections. The consultants assisted staff with the prioritization of improvements, taking into consideration factors such as hazards, level of public use, and social need of the community. Finally after review and discussion with the ADA Advisory Board and other partners, staff developed a work plan that would allow for the systematic removal of these architectural barriers as funding allowed. The elements of this project are contained within the improvement work plan.

3. Estimated cost of project and source of estimate (if available): \$ 65,238

Source of estimate consists of vendor and contractor bids in combination with staff calculation of miscellaneous material and labor quantities.

Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

No other funds are currently available to perform this work.

4. Timetable (assuming final approval next July 1). Will your proposal meet these goals in one year? Give starting date for activity.

The proposal will meet these goals in one year. The project can begin within 60 days of final approval and can be completed in six to 12 months.

5. What measureable goals will your program deliver?

The very completion of these improvements is measurable. Pre and post improvement inspections will be completed by the City's certified ADA specialist.

As a result, accessibility to these facilities by the client population (senior citizens & general public) will be enhanced, particularly for those with disabilities and/or limited mobility. Identifying individual attendants with disabilities would be speculative but increase in accessibility can be gauged from an overall increase in clients served. Pre and post project surveys can be conducted among the attending clients to determine perception of barriers to use eliminated by the project.

6. What are the project's expected outcomes? How are the outcomes assessed?

The Center will become more accessible to the public in general and in particular to those with disabilities and/or limited mobility. An additional outcome is progress toward completing specific goals as outlined in the *ADA Self Evaluation and Transition Plan*. The outcomes will be assessed through reported increase in public satisfaction with the accessibility of the Center and increased public usage of the facility.

7. What National Objective does your program meet?

The proposed projects will meet two of the national objectives.

National Objective #1: Activities benefitting lower income person/households.

National Objective #3: Activities designed to meet community development needs having particular urgency.

8. How does your proposal support the Vision Plan Madera 2025 Action Plan?

This project addresses several strategies and actions included in the Vision Plan including:

Action 113.3 – Establish budgets to ensure all City facilities that provide services to the public are ADA compliant.

Action 113.4 – Provide parking with easy access for the handicapped.

Action 121.10 – Add facilities and amenities for the public.

Action 138.1 – Update the City of Madera's ADA program.

Action 138.2 – Inventory those public structures currently not in ADA compliance and develop plan to bring them into compliance.

Strategy 404 – Promote increased community wellness.

Strategy 407 – Promote and expand existing services to allow Madera's elders to maintain independent lifestyles.

C. ENVIRONMENTAL IMPACTS:

1. Historical:

a. How old is the affected structure?

The Frank Bergon Senior Center is 28 years old (constructed in 1987).
The Pan-Am Center is 17 years old (constructed in 1998).

b. Will this project affect an historically significant (or potentially historic) structure?

NO

2. Archeological:

- a. Will this project involve any ground disturbance?

Yes. Minimal excavation will be required during demolition and for reconstruction of concrete surfaces.

- b. If so, how deep will excavation be and what is the volume of earth to be moved?

Excavation will be 8" or less below existing ground elevation. Less than a Cubic Yard of earth will be disturbed.

3. Water:

- a. Does this project involve a sewer or water system?

NO

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.

Yes, the senior population served is typically low and moderate income (72.7% on self-reported surveys).

- a. Number of persons served annually: In excess of 36,000 annually (4,000 unduplicated)

- b. Service Area: City of Madera City limits, but open to anyone

Number of City residents served annually: Most users are City residents, therefore City residents served exceeds 36,000 (# represents duplicated service)

Number of persons with disabilities or seniors served: In excess of 18,000 annually (At least 1,800 unduplicated)

2. How will the proposed project prevent or eliminate slums or blight?

Improvements to public facilities have an incremental impact in reducing slum or 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.

The ADA Self Evaluation and Transition Plan data gathering process included numerous public meetings over a two-year period. The final plan document was endorsed and approved by the citizen ADA Advisory Council and adopted by the Madera City Council in public session. Users of the facilities are formally surveyed to gather suggestions for facility and program improvements and City staff note and report anecdotal observations that are included in facility maintenance planning processes.

2. Note complaints that have been received, etc.

There have not been written complaints to City Staff regarding accessibility at these two sites. There have, however, been two injury reports filed from accidents that have occurred at the Bergon Senior Center in the past two years. Consequently, there have been several verbal complaints of the parking lot issues located at the Bergon Center.

3. Evidence of collaboration with other agencies within the community.

The Parks & Community Services Department partners with many groups and agencies to generate projects such as the ADA improvements at City facilities detailed in this application. They include, but are not limited to:

1. Fresno-Madera Area Agency on Aging (FMAAA)
2. ADA Advisory Council
3. Madera Seniors Club

4. Pan-American Club
5. First Transit – Senior Transportation
6. American Association of Retired Persons (AARP)
7. Local Quilters Guild
8. California Telephone Access Program (CTAP)
9. City of Madera Housing Authority
10. Madera County Public Health Department (MCPHD)
11. Community Action Partnership
12. Department of Social Services
13. Madera County Food Bank
14. Madera Unified School District (MUSD)
15. Recreation & Parks Advisory Board
16. Madera Beautification Committee
17. Kingsview Ready, Set, Go
18. Senior Companion Program
19. Madera County Workforce
20. Senior Community Service Employment Program
21. Valley Caregiver Resource Center
22. Fresno State Nursing Intern Program
23. Fresno-Madera Ombudsman Program
24. Health Insurance and Advocacy Program (HICAP)

**RETURN AN ORIGINAL AND
TWO COPIES TO:**

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

DUE DATE:

February 20, 2015; 5:00 p.m.

CONTACT PERSON:

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

CITY OF MADERA
Quarterly Activity Report

Contract Period: July 1, 2015 to June 30, 2016

NAME OF ORGANIZATION: **City of Madera**
 Parks and Community Services Department
 701 East 5th Street
 Madera, CA 93638

PROJECT TITLE: **Parks ADA Improvements**

QUARTER AND YEAR OF REPORT: _____, 20__

- I. **Describe the current status of activities.**

- II. **Describe activities to be undertaken in the next reporting period.**

- III. **Describe problems and/or delays encountered and course of actions taken.**

- IV. **What actions have been taken to ensure all aspects of the project are completed on or before June 30, 2016?**

RETURN ACTIVITY REPORTS BY THE 15TH OF THE MONTH FOLLOWING THE END OF EACH QUARTER 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: _____

INCOME SOURCE	AMOUNT	CDBG
CITY		
UNITED WAY		
STATE (SPECIFY)		
FEDERAL (SPECIFY)	\$65,238	
SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST)		
TOTAL INCOME	\$65,238	
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	
BENEFITS	0150	
SERVICES & SUPPLIES		\$65,238
INSURANCE	0200	
COMMUNICATIONS	0250	
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	
UTILITIES	0500	
TRAVEL (ADMIN.)	0550	
FOOD SUPPLIES	0600	
CONTRACTS	0650	
TRANSPORTATION	0700	
FUND RAISING	0750	
TOTAL		\$65,238

SOCIAL/PUBLIC SERVICE REQUIREMENTS

- 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 CFRE 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.

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/taprogram.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.

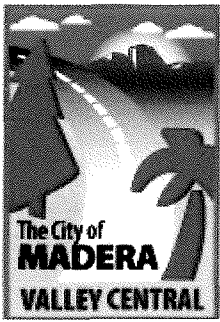
V. HUD Resources Available Concerning Section 504

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.

	<u>CPD</u>	<u>FHEO</u>
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

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](#)

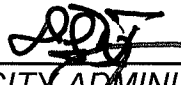
REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF June 3, 2015

AGENDA ITEM NUMBER B-11

APPROVED BY

 
DEPARTMENT DIRECTOR


CITY ADMINISTRATOR

**SUBJECT: CONSIDERATION OF A RESOLUTION AUTHORIZING THE
SUBMISSION OF APPLICATIONS TO THE EDWARD BYRNE
MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FY 2015
LOCAL SOLICITATION**

RECOMMENDATION

Staff recommends Council approve a resolution authorizing submission of applications to the Edward Byrne Memorial Justice Assistance Grant program.

DISCUSSION

The U.S. Department of Justice makes awards of Edward Byrne Memorial Justice Assistance Grant (JAG) funds to state and local governments on a formula basis. JAG funds support all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs. The City of Madera received notification that it has been awarded \$35,478 as part of the JAG program's FY 2015 solicitation.

Staff has evaluated the needs of the Madera Police Department in light of the City's current economic circumstances and believes our community should allocate these JAG funds towards the annual lease payment for the existing in-car camera system and the acquisition of a new body-worn camera system for our officers. Given the substantial resources this program provides and the City's law enforcement needs, Staff urges Council to approve a resolution authorizing submission of an application to the JAG FY 2015 Local Solicitation to fund these proposed expenditures.

FISCAL IMPACT

Submission of a JAG application will provide the City with \$35,478 in federal grant funding to support local law enforcement. As a result, it will not adversely affect the General Fund and may actually benefit it by defraying costs within the Police Department.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Receipt of JAG funding directly supports the following Vision Plan strategies:

Strategy 115 – Economic resources provision: ensure sufficient economic resources to provide adequate City services and prepare for future growth.

Strategy 115.3 – Seek and retain grants.

Strategy 421– First Response Emergency Services: Ensure the safety and protection of Madera and its community members through adequate first response to emergencies. Maintain sufficient resources to expand protection as the community grows.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, AUTHORIZING THE CITY TO MAKE AN APPLICATION
FOR AWARD TO THE 2015 EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE GRANT PROGRAM**

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

WHEREAS, the MPD expends considerable resources in its efforts to provide frontline law enforcement services to the community; and

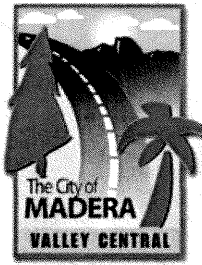
WHEREAS, the MPD requires adequate equipment in order to perform its responsibilities; and

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

WHEREAS, the Congress of the United States has allocated \$35,478 through the Edward Byrne Memorial Justice Assistance Grant (JAG) program to the City of Madera to be used for front line law enforcement services.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA does hereby find, resolve, and order:

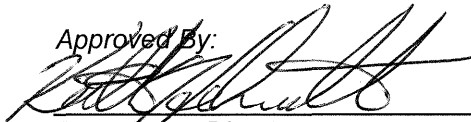
1. The above recitals are true and correct.
2. The Grants Department is directed to submit an application to obtain all available JAG funding.
3. The City Administrator, or his/her designee, is hereby authorized to execute all documents required for the application.
4. This resolution shall be effective immediately upon adoption.



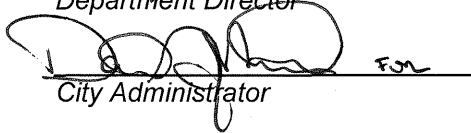
[Return to Agenda](#)

REPORT TO CITY COUNCIL

Approved By:



Department Director



City Administrator

Council Meeting of June 3, 2015

Agenda Item Number B-12

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE LOCAL AGENCY-STATE AGREEMENT NO. BTA1011-06-MAD-01 FOR BICYCLE TRANSPORTATION ACCOUNT FUNDING OF THE FRESNO RIVER TRAIL UNDER GATEWAY DRIVE AND UPRR AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY

RECOMMENDATION:

That the City Council adopt Resolution No. 15-____ approving Amendment No. 1 to the Local Agency-State Agreement No. BTA1011-06-MAD-01 for Bicycle Transportation Account (BTA) funding of the Fresno River Trail under Gateway Drive and UPRR and authorizing the Mayor to execute the amendment on behalf of the City.

SUMMARY:

An amendment to the BTA Agreement with Caltrans is necessary to shift grant funds from the construction phase to engineering and project development phases. A copy of the recommended amendment is attached to this report.

DISCUSSION:

A Local Agency-State Agreement outlining the terms and conditions for receiving Bicycle Transportation Account (BTA) funds for the Fresno River Trail under Gateway Drive and UPRR (Project) was executed on January 5, 2011. Per the agreement, the local agency (City) is required to complete and submit final invoices for the Project by April 2016. Due to difficulties securing approvals from UPRR and the California Public Utilities

Engineering

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

www.madera-ca.gov

Commission for a new trail undercrossing of the UPRR, it is uncertain that construction will be underway and completed by next April. City Staff requested a time extension to the grant agreement; however, it was denied because the Bicycle Transportation Account program is now incorporated into the new "Active Transportation Program". The Caltrans BTA Program Administrator has agreed to allow the City to shift funds from the construction phase to the engineering phases so that we can start invoicing for these BTA grant funds (see attached Amendment No. 1).

To date all consultant costs, permit fees, UPRR fees and staff time have been budgeted and paid for from local transportation funds such as LTF and Measure T. We will be able to invoice up to 90% of costs incurred after the original grant agreement date of January 5, 2011.

The City is currently seeking grant funding from the Active Transportation Program grant and other grants to offset the potential loss of the BTA funds for construction.

FISCAL IMPACT:

The BTA Grant Agreement amendment will shift up to \$54,000 of grant funds from construction phase to engineering phase. This will free up current and prior local transportation funds budgeted for the engineering phases for use in the construction phase.

There will be no impact to the City's General Fund by approving this amendment.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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 with Madera.

Strategy 132 – Neighborhood Connectivity: Connect Madera's neighborhoods through streets, trails and walkways that promote community interaction.

Strategy 401 – Walkable Community: Develop and promote Madera as a walkable community with an emphasis on improving the quality of the natural resources.

RESOLUTION NO. 15 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO
LOCAL AGENCY-STATE AGREEMENT NO. BTA1011-06-MAD-
01 FOR BICYCLE TRANSPORTATION ACCOUNT FUNDING OF
THE FRESNO RIVER TRAIL UNDER GATEWAY DRIVE AND
UPRR AND AUTHORIZING THE MAYOR TO EXECUTE THE
AMENDMENT ON BEHALF OF THE CITY**

WHEREAS, the City of Madera entered into an agreement with the California Department of Transportation (Caltrans) on January 5, 2011 for BTA grant funding of the the Fresno River Trail Project under Gateway Drive and UPRR; and

WHEREAS, the City desires to reallocate the BTA funds from construction phase to preliminary engineering phases.

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. Amendment No. 1 to the Local Agency-State Agreement No. BTA1011-06-MAD-01 for Bicycle Transportation Account Funding of the Fresno River Trail under Gateway Drive and UPRR, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Amendment as approved.
4. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT A

		PROJECT DESCRIPTION AND COSTS				
Local Agency: City of Madera Parks & Community Services				Agreement No. BTA 1011-06-MAD-01		
				Amendment No. 1		
Project Location: A long Fresno River Frontage under UPRR and Gateway Drive						
Type of Work: Design and construct a Class 1 Bikeway						
Length: 0.10 miles						
Funding Source	Preliminary Engineering	Construction Engineering	Right of Way Acquisition	Construction Contract	Total Amount	Percent
BTA	\$0	\$0	\$0	\$215,000	\$215,000	40%
Local	\$0	\$0	\$0	\$21,500	\$21,500	60%
Other	\$0	\$0	\$0	\$299,000	\$299,000	
Total	\$0	\$0	\$0	\$535,500	\$535,500	100%

Funding Source	Preliminary Engineering	Construction Engineering	Right of Way Acquisition	Construction Contract	Total Amount	Percent
BTA	54,000			161,000	215,000	34%
Local	5,400			49,600	55,000	66%
Other				353,866	353,866	
Total	59,400			564,466	623,866	100%

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officers.

STATE OF CALIFORNIA
Department of Transportation

LOCAL AGENCY
City of Madera Parks & Community
Services

By: _____

By: _____

DEBORAH LYNCH, BTA Coordinator
Bicycle Facilities Unit
Division of Local Assistance

Name: _____

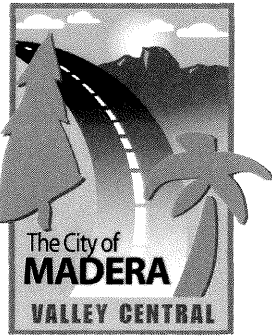
Title: _____

Date: _____

Date: _____

Report to City Council

[Return to Agenda](#)



Council Meeting of June 3, 2015

Agenda Item Number B-13

Approved by:

Department Director

City Administrator

Consideration of a Resolution Approving an Agreement with Fresno Networks LLC for Consulting and Technology Services to Assist the City of Madera Information Services Department with Projects and Workload, and Authorizing the Mayor to Execute the Agreement.

RECOMMENDATION

Staff recommends Council approve an agreement with Fresno Networks LLC for Consulting and Technology Services and Authorizing the Mayor to Execute the Agreement.

HISTORY

The City Information Services (IS) department maintains and manages all computer, technology, and network services for the City departments. During the last five years staff has implemented many improvements to the network to improve the stability, effectiveness, efficiency, and security of our network. We maintain data centers at six different locations around the city, the many servers housed at the datacenters and the high-speed microwave network which connects the buildings.

Use of technology has increased tremendously in the last five years. The amount of physical technology equipment and new software applications has also grown. The IS staff finds itself with the same staffing level we had five years ago but with an increase of approximately 30% to 40% in the amount of equipment and applications we currently support.

SITUATION

The IS staff is capable of handling today's daily routine workload but projects will most likely continue to be delayed. Unfortunately our workload continues to increase and we find ourselves delaying most of our new projects. We anticipate a large increase in workload during fiscal year 2015-2016 with the kickoff of the new Enterprise Resource Planning system. Departments are also beginning to request new mobile solutions and new technology applications which will further tax the IS

staff. If we wish to continue to maintain a stable computing environment, deliver timely service, and continue to grow the use of technology we will need to find additional resources.

City IS staff proposes contracting with a local consulting and technology services vendor who can provide a wide range of services from maintaining end user computing equipment to supporting backend servers and network infrastructure. Hiring a part-time temporary staff member was considered but the city would most likely be unable to hire someone with the range of skills offered by a services vendor.

Over the last three years City IS staff has been in contact and worked with a number of Central Valley vendors who can provide these services. We have been searching for a partner who understands small to mid-size local government agencies such as the City of Madera and who currently has an excellent reputation with their clients. We believe Fresno Networks LLC can provide us with the services and solutions we need to continue to maintain our current systems and help us to maintain and improve our service levels as the use of technology grows in the city. Fresno Networks LLC is highly recommended by the City of Reedley, the City of Kerman, and the Firebaugh Police Department. Fresno Networks charges a rate of \$100.00 per hour for all levels of services from desktop computers to servers and networks and we would propose a one year contract with a not to exceed cost of \$25,000.00

FISCAL IMPACT

There are sufficient funds in the FY 2014-2015 and proposed 2015-2016 budgets that have been allocated for this project.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

This agreement may not directly impact the Vision Plan at this time.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT WITH FRESNO NETWORKS LLC FOR CONSULTING AND TECHNOLOGY SERVICES TO ASSIST THE CITY OF MADERA INFORMATION SERVICES DEPARTMENT WITH PROJECTS AND WORKLOAD, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Madera has been implementing major improvements to their computer systems and networks over the last five years; and

WHEREAS, the City of Madera would like to ensure on time delivery of projects and continued high levels of service delivery; and

WHEREAS, the City would like to continue to support and foster the growth of innovative technology by City Staff; and

WHEREAS, the services provided by Fresno Networks will allow the City IS staff to maintain service delivery and staff meet goals and objectives through the use of technology tools

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

1. The above recitals are true and correct.
2. The Agreement with Fresno Networks LLC, a copy which is on file in the office of the City Clerk and referred to for particulars, is hereby approved in an amount not to exceed \$25,000.
3. The Mayor is authorized to execute the Agreement.
4. This resolution is effective immediately upon adoption.

* * * * *



The Network Is Up.



Support Service Agreement

Service Support Hours

Service Hours - Normal business hours are 8:00 am to 5:00 pm Monday through Friday, excluding holidays

After-hours and Emergency Service – After-hours, holiday, and emergency service is billable at 1.5 times the normal hourly service rate.

Support Service Rates

Hourly Service Rate - \$100.00

Mileage Reimbursement Rate - \$1.00 per mile (60 miles round trip to Madera City Hall)

Terms and Conditions

Parties and Applicability - The terms and conditions of this Agreement apply to the services provided by FRESNO NETWORKS LLC. (hereafter, "FRESNO NETWORKS LLC."), to: City Of Madera, ("CLIENT").

Terms/Automatic Renewal - This Agreement shall commence as of: June 8, 2015 ("Effective Date") and shall remain in effect for a period of one (1) year from the Effective Date ("Term") subject to payment(s) as required.

Minimum Charges – 1.0 hour minimum for on-site service, 0.25 hour minimum for phone or e-mail support.

Service Rate – Hourly service rate is currently \$100.00. Total charges for agreement not to exceed \$25,000.

Software Licensing – Fresno Networks LLC does not support unlicensed software. Client represents that all installed software is licensed. In the event that Client has any unlicensed software on premises, Client is responsible for notifying Fresno Networks LLC of such so that a remediation plan can be prepared and implemented to assist Client in achieving 100% license compliance.

Terms for services are NET 30 days. Payments received more than 10 days late are subject to a 10% late charge per invoice. In addition, Fresno Networks LLC reserves the right to stop all work, until the account is brought current, in the event that any Client invoice is more than 20 days past due. Client agrees to bear full responsibility and reimburse Fresno Networks LLC for any and all collection costs incurred by Fresno Networks LLC due to Client's non-payment or late payment of fees and other costs enumerated herein. Such collection costs may include but are not limited to, attorney fees and court costs. Returned checks are subject to a \$25.00 fee.

Product Sales are due and payable at the time of order placement. All product sales are final (no refunds)

In order to assure there is no loss of benefits, this agreement shall automatically renew for an additional 12 month period ("Renewal Term") on the same terms and conditions set forth herein.

Responsibilities of CLIENT - CLIENT agrees that it will inform FRESNO NETWORKS LLC. of any modification, installation, or service performed on the Network by individuals not employed by FRESNO NETWORKS LLC. in order to assist FRESNO NETWORKS LLC. In addition, CLIENT shall be responsible for protecting data stored on the System and any necessary data backup.

Typographical Errors – Fresno Networks LLC. cannot be held bound or held responsible for typographical errors or omissions.

Warranty - Fresno Networks LLC. warrants that the work will be performed to the best of its ability and in accordance with reasonable and customary practices prevailing at the time for its business. No other warranties exist, expressed or implied.



The Network Is Up.



No Third Party Beneficiary - All of the provisions of this Agreement are solely for the benefit of the parties hereto, and none of the other provisions of this entire Agreement shall inure to the benefit of any person not a party to the Agreement, and third parties shall have no rights hereunder.

Force Majeure & Malicious Acts - This agreement is designed to cover the support needs of the CLIENT during normal operating conditions. Fresno Networks LLC. shall not be liable for damages, delay, or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, and/or any other cause beyond the reasonable control of either party. Furthermore, damage and/or significant problems that result from anomalies and/or abnormal circumstances such as fire, flood, electrical surges, deliberate malicious acts, theft, acts of God, wars, insurrections, and/or any other cause beyond the reasonable control of either party fall outside the terms of this agreement.

Jurisdiction - The laws of The United States and the State of California shall govern this agreement, its terms and conditions. Client agrees that the proper forum for any claim arising under this agreement shall be in The State of California.

Termination - FRESNO NETWORKS LLC. reserves the right to cancel this Agreement in the event FRESNO NETWORKS LLC. determines in its commercially reasonable discretion that it is unable to continue to provide the services described herein. In the event of cancellation by FRESNO NETWORKS LLC., FRESNO NETWORKS LLC. shall refund the prorated portion of the Program Fee for the unused portion of the Term. FRESNO NETWORKS LLC. may also terminate provision of services hereunder should CLIENT default under its Lease or Rental Agreement with a third party funding source and fail to cure prior to receipt of written notice of termination by FRESNO NETWORKS LLC.. The Agreement is cancelable by CLIENT with a 60 day written notice, provided to the other party by certified Mail. In the event of cancellation, CLIENT is responsible to pay service fees through the termination date.

Confidentiality - Neither party shall disclose any proprietary or confidential information obtained from the other unless so directed by a court of law or government authority. The CLIENT agrees not to disclose rate(s), term(s), or any information regarding this Agreement without the prior written consent of Fresno Networks LLC., unless required to do so by law.

Hiring of Employees - the Client agrees not to hire or attempt to hire any Fresno Networks LLC. employee, contractor, or former employee within two years of termination of employment, as full-time or part-time employee, contractor, or any other such arrangement without the written consent of Fresno Networks LLC.. CLIENT understands and agrees that Fresno Networks LLC. shall suffer such irreparable harm in such event that CLIENT shall, if such breach should occur, immediately pay to Fresno Networks LLC. an amount equal to the employee's annual compensation (including salary and expected bonuses) at the time of breach or at the time of termination, whichever is greater.

Authority - Client signatory represents and warrants that it has full corporate power and authority to execute this Agreement to bind their company. Only individuals with title of Chief Executive or Chief Financial Officer or any person designated by either of those two individuals shall have power and authority to bind Client.

General Health & Safety - Fresno Networks LLC. agrees to comply with all applicable health and safety protocols. The CLIENT agrees to remedy any conditions which exist that have the potential to create a hazard.

Site Access - the CLIENT will be responsible for obtaining proper and adequate permission for Fresno Networks LLC. to enter upon and operate within the lands and properties designated as the CLIENT 's work area.

Equipment & Facilities - the CLIENT agrees that Fresno Networks LLC. may utilize certain items of the CLIENT's equipment and may gain access to certain CLIENT facilities. The CLIENT retains title and ownership in all of the CLIENT's equipment owned by the CLIENT and utilized by Fresno Networks LLC., and must grant authority for Fresno Networks LLC. to access the CLIENT's facility. Facility access may be denied for any reason at any time, however if access to facilities is denied, the CLIENT understands that Fresno Networks LLC. may be unable to perform their duties adequately and if such a situation should exist, Fresno Networks LLC. will be held harmless and the CLIENT will remain bound under the terms of this Agreement.

Security Credentials - CLIENT acknowledges that Fresno Networks LLC. Must have access to any and all systems and resources to perform their duties under this agreement. As such, Fresno Networks LLC. must have access to any and all usernames, passwords, and other pertinent security credentials. If access to credentials is denied, the CLIENT



The Network Is Up.



understands that Fresno Networks LLC. may be unable to perform their duties adequately and if such a situation should exist, Fresno Networks LLC. will be held harmless and the CLIENT will remain bound under the terms of this Agreement.

Entire Agreement - This Agreement is the exclusive statement of the agreement of the parties with respect to its subject matter and supersedes all prior agreements, negotiations, representations, proposals, and awards, written or oral, relating to its subject matter. The Client and Fresno Networks LLC. agree that in the event any term, covenant or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant or condition shall in no way affect any other term, covenant or condition herein contained. Headings, titles and paragraph captions are inserted in the Agreement for convenience, are descriptive only and shall not be deemed to add to or detract from or otherwise modify the meaning of the paragraphs.

City of Madera Consultant Requirements

Consultant's agreement to hold harmless and insurance requirements.

- Independent contractor. In the furnishing of the services provided herein, the Consultant is acting as an independent contractor and not as an employee of the City.
- Indemnification and Waivers. Consultant shall indemnify, save, protect, and hold harmless the City of Madera, the members of the City Council of said City and all other officers, volunteers and employees of said City against and from all claims, suits, actions, demands or liability whatsoever to any person or persons by reason of personal injuries or death or damage or destruction of property caused by or arising out of Consultant's operations under the terms of this Agreement, or extension thereof, or by Consultant's failure to comply with any of the terms or provisions of said Agreement. Consultant shall and does hereby waive any claim against the City of Madera, its officers, volunteers and employees, for any damage to equipment or other property connected with Consultants operations under this Agreement arising from any cause.

Insurance Requirements for Consultants

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 Consultant, his/her 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 least as broad as ISO Form CA 00 01 covering Automobile Liability, code 1 (any auto).
- Worker's Compensation as required by the State of California.
- \$1,000,000 Employer's Liability per accident for bodily injury or disease.
- \$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 Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.



The Network Is Up.



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, 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 consultant.
- For any claims related to this project, the Consultant'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 Consultant'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 Subdivision (b) of Section 2782 of the Civil Code.

Waiver of Subrogation

Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the entity for all work performed by the Consultant, its agents, employees, independent contractors and subcontractors.

Acceptability of Insurers

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

Verification of Coverage

Consultant 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 effecting the coverage required by these specifications at any time.

Subcontractors

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.



The Network Is Up.



City of Madera Business License Status

Prior to beginning any work, or delivering any equipment or material to be furnished under this proposal, the bidder shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408. Should the bidder already have his/her license, please include a copy with your submittal.

Acceptance

City of Madera:

Robert L. Poythress, Mayor

Date: _____

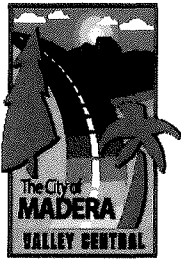
Signature: _____

Fresno Networks:

Kip Haroldsen, President

Date: _____

Signature: _____

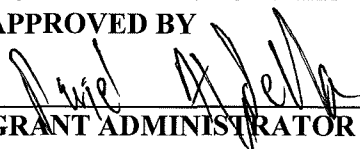


REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF June 3, 2015

AGENDA ITEM NUMBER B-14

APPROVED BY



GRANT ADMINISTRATOR



CITY ADMINISTRATOR

SUBJECT: Consideration of a Resolution Approving an Amendment and Extension to the Community Development Block Grant Agreement for Services for Sewer Facility Improvements and Authorizing the Mayor Pro Tem to Sign the Amendment/Extension

RECOMMENDATION:

Staff recommends Council approve the amendment and extension with the City's Engineering Department.

DISCUSSION:

During the June 4, 2014 City Council meeting, Council allocated \$700,000 in Community Development Block Grant (CDBG) funds to upgrade an older sewer lift station to accommodate existing demand, replace deteriorating sewer lines and to realign approximately 192 feet of existing sewer line. The CDBG Agreement for Services expires June 30, 2015. According to Paragraph 6, page 3 of the Agreement, the "Agreement may be extended upon written approval of the CITY."

The Engineering Department is requesting a one-year extension. (Please see Attachment A.) According to the Engineering Department's extension request, they have prepared and circulated the Sewer Facility improvements bid package. Bids are scheduled to be opened June 9, with anticipation of an item on the June 17, 2015 City Council agenda to request approval to award a contract. In July, a 120-day construction period begins. The project's completion is expected December 2015. Engineering will submit initial reimbursement requests during the first quarter of Fiscal Year 2015/2016. Final project payments and closeout will occur in the third quarter of Fiscal Year 2015/2016.

Engineering's progress to date and period of performance outlined for the Sewer Facility Improvements upholds their request for an amendment and extension. Council's approval of the amendment and extension of the Agreement expiring June 30, 2015 complies with Department of Housing and Urban Development (HUD) guidance to ensure compliance with federal regulations and requirements.

FINANCIAL IMPACT:

Approval of the amendment and extension will not impact the General Fund because the Sewer Facility Improvements are funded from the CDBG program.

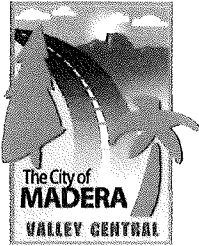
VISION MADERA 2025 ACTION PLAN CONSISTENCY:

Approval of the amendment and extension supports the Vision Madera 2025 Strategies as follows:

Public Facilities/Improvements: Installation or reconstruction of public facilities and improvements, focusing on the highest priority facilities of parks, storm drainage and sewer and water facilities.

CDBG 2015/2019 CONSOLIDATED PLAN CONSISTENCY:

The use of CDBG funds requires the City to meet National Objectives established by HUD. This activity provides services to low- to moderate-income persons within areas of our community where the percentage of low- to moderate-income persons is equal to or greater than 51 percent. According to public input, Public Facilities/Improvements ranked as a High Priority Need in the 2015/2019 Consolidated Plan.



CITY OF MADERA
ENGINEERING DEPARTMENT
205 W. 4TH STREET MADERA, CA 93637
TEL: (559) 661-5418 - **FAX:** (559) 675-6605

May 12, 2015

To: Jorge Antonio Rojas
Program Manager – Grants

From: Keith Helmuth, City Engineer
Engineering Department

Subject: Sewer Improvements Project
2014/15 CDBG Agreement Extension Request

The Engineering Department is requesting a one-year extension to the Agreement dated July 1, 2014 for the CDBG funded Sewer Improvements Project in accordance with Section 6. Period of Performance.

The project is currently out to bid with a scheduled bid opening date of June 9, 2015. The contract is scheduled to be awarded at the June 17, 2015 City Council meeting. Construction will begin in July and, with a construction period of 120 days, should be complete by December 2015. Reimbursement requests will be submitted starting in 1st quarter of FY 2015/16. Final project payments and closeout will occur in the 3rd quarter of FY 2015/16. Therefore we request a one-year extension for this project.

Please contact Ellen Bitter if you have any questions or would like to discuss this request further.


Keith Helmuth, City Engineer

Exhibit A

RESOLUTION NO. 2015-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING AN AMENDMENT AND EXTENSION TO THE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR
SERVICES FOR SEWER FACILITY IMPROVEMENTS AND
AUTHORIZING THE MAYOR PRO TEM TO SIGN THE AMENDMENT**

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

1. The Amendment and Extension to the Agreement for Services Funded by the City of Madera, California, with the City of Madera Engineering Department to perform engineering and construction management for sewer system improvements, a copy of which is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor Pro Tem is authorized and directed to execute said Amendment for and on behalf of the City of Madera.
2. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
3. This resolution is effective immediately upon adoption.

**AMENDMENT AND EXTENSION TO AGREEMENT FOR SERVICES
FUNDED BY CITY OF MADERA COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) PROGRAM FOR
SEWER FACILITY IMPROVEMENTS**

The Agreement for Services funded by the City of Madera entered into with the City of Madera Engineering Department is amended as follows:

1. Section 6, Period of Performance, is amended to read as follows:

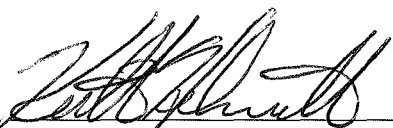
The CONTRACTOR shall commence performance under this contract July 1, 2014 and shall end its performance June 30, 2016, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the City.

2. All other terms shall remain in full force and effect.

CITY OF MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT

By: _____
William Oliver, Mayor Pro Tem

By:  _____
Keith Helmuth, City Engineer

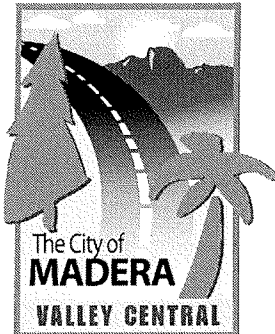
APPROVED AS TO LEGAL FORM

By: _____
Brent Richardson, City Attorney

ATTEST:

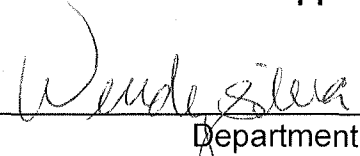
By: _____
Sonia Alvarez, City Clerk

Report to City Council



Council Meeting of June 3, 2015
Agenda Item Number B-15

Approved by:


Department Director


City Administrator

Consideration of a Resolution Approving an Administrative Policy on Paid Sick Leave for Part Time, Temporary and Seasonal Employees

RECOMMENDATION

Staff recommends Council adopt the resolution approving the Administrative Policy on paid sick leave for part time, temporary and seasonal employees.

HISTORY

The State of California passed AB 1522 requiring employers to provide paid sick leave to all employees. The City has historically provided paid leave to full time employees but not to part time employees. Paid leave for full time employees is captured in bargaining unit memorandums of understanding for full time civil service employees or in individual employment agreements for at will employees.

SITUATION

Effective July 1, 2015, California law (AB 1522) requires that all employees who have worked for more than 30 days for an employer be provided paid sick leave. Staff has drafted an Administrative Policy to assist the City with compliance of AB 1522. The Policy applies only to part time, temporary and seasonal employees and provides for the following:

- Paid sick leave will accrue at a rate of 1 hour per every 30 hours worked.
- An employee is not eligible to use paid sick leave until after 90 days of employment.
- An employee may use up to 3 days or 24 hours of paid sick leave each fiscal year.
- Paid sick leave may carry over year to year, not to exceed a maximum accrual of 6 days or 48 hours.
- Defines the absence reasons eligible for paid sick leave.
- Sets the minimum increment for use to 30 minutes.

FISCAL IMPACT

On average, the City has approximately 75-90 part time, seasonal or temporary employees at any given time. Any scheduled work time taken as paid sick leave will

have a direct impact on productivity and may require back-filling of scheduled shifts, resulting in pay for the employee using sick leave and pay for the employee filling in on the shift.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Adoption of the policy 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.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MADERA APPROVING AN ADMINISTRATIVE POLICY ON PAID
SICK LEAVE FOR PART TIME, TEMPORARY AND SEASONAL
EMPLOYEES

WHEREAS, the City of Madera (the "City") desires to comply with all requirements set forth by the State of California (State) relating to employment law; and

WHEREAS, the State passed AB 1522 requiring paid sick leave to be provided to all employees; and

WHEREAS, the City already provides paid leave to full time civil service and full time at will employees that meets the requirements of AB 1522; and

WHEREAS, the City does not currently provide paid leave benefits to part time, temporary and seasonal employees; and

WHEREAS, the City's Human Resources Department has prepared a proposed policy that incorporates all known requirements as set forth by the State regarding paid sick leave for part time, temporary and seasonal employees.

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 Administrative Policy on Paid Sick Leave for Part Time, Temporary and Seasonal Employees, on file with the Office of the City Clerk and referred to for more particulars, is approved.
3. This resolution is effective immediately upon adoption.

* * * * *

CITY OF MADERA Administrative Policy	Policy No.
	Date Adopted:
	Date(s) Revised:
Subject: Paid Sick Leave Policy for Part Time, Temporary and Seasonal; Employees	

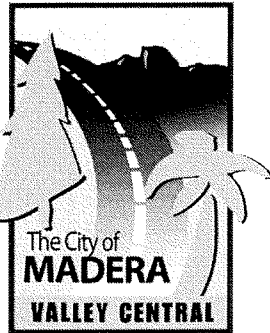
The following policy applies only to part time, temporary, and seasonal employees of the City of Madera.

Effective July 1, 2015, California's Paid Sick Leave law requires the City of Madera to provide paid sick leave to employees under the following conditions:

- An employee begins to accrue paid sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked beginning on the first day of employment. An employee is not eligible to begin using any accrued paid sick leave until 90 days after his or her hire date with the City of Madera.
- An employee is only allowed to use up to a maximum of 3 days or 24 hours of sick leave in a 12-month period. The 12-month period is defined as the City's fiscal year of July 1 through June 30.
- Unused sick leave may carry over from year-to-year with continuous employment, not to exceed a maximum accrual of 6 days or 48 hours.
- In accordance with California's Paid Sick Leave law, an employee may use 3 days or 24 hours of accrued sick leave in a 12-month period defined as the City's fiscal year of July 1 through June 30 for one of the following reasons:
 - For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
 - For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
 - *Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)*
 - *Spouse or Registered Domestic Partner*
 - *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.)*
 - *Grandparent*

- *Grandchild.*
- *Sibling.*
- 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:
 - *A temporary restraining order or restraining order.*
 - *Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.*
 - *To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.*
 - *To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.*
 - *To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.*
 - *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.*
- An employee shall provide reasonable advance notification of their need to use accrued sick leave to their supervisor if the need for paid sick leave use is foreseeable (e.g., doctor's appointment scheduled in advance). If the need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable, but no later than the start of their scheduled shift unless the employee is completely incapacitated.
- An employee who uses paid sick leave must do so in minimum increments of one half hour (30 minutes) of sick leave at a time.
- Paid sick leave will not be considered hours worked for purposes of overtime calculation. An employee will not receive compensation for unused accrued paid sick leave upon termination, resignation, retirement or other separation from employment from the City.
- If an employee separates from the City's employment and is re-hired by the City within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by law. However, if a rehired employee had not yet worked the requisite 90 days of employment to use paid sick leave at the time of separation, the employee must still satisfy the 90 days of employment requirement collectively over the periods of employment with the City before any paid sick leave can be used.

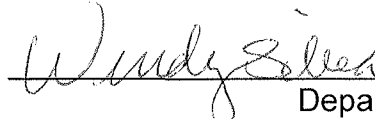
Report to City Council



Council Meeting of June 3, 2015

Agenda Item Number B-16

Approved by:


Department Director


City Administrator

Consideration of a Resolution Approving Health, Dental and Vision Insurance Providers for Fiscal Year 2015-16 and Authorizing the City Administrator to Execute any Agreements or Related Documents

RECOMMENDATION

Staff recommends Council adopt the resolution approving the 2015-16 health, dental and vision insurance providers and authorizing the City Administrator to execute any required agreements or related documents.

HISTORY

The City of Madera offers health benefits to its employees through an IRS Section 125 cafeteria-style plan. The health benefits include medical, dental and vision insurance. Employees have historically been able to choose between two providers, Kaiser Permanente and Blue Shield. The City's contribution towards individual employee health insurance is a negotiated item in the various Memorandums of Understanding between the City and bargaining units. All Memorandums of Understanding with the bargaining units state that the City has the right to determine the plan carriers. Employee units have input on plan design.

SITUATION

Having the employee population enrolled in the medical plans split between two providers has become an issue for obtaining competitively priced medical insurance policies. The City is at a point where it needs to pick a single provider. Full take-over bids were solicited by the City's health insurance consultant. Both Blue Shield and Kaiser Permanente provided full take-over bids.

The Blue Shield full take-over is based on a high deductible PPO medical plan. The City would then self-insure the deductible. Services for this plan are provided under the national Blue Shield PPO network. The self-insured deductible would be administered by ASi. There is some risk in self-insuring the deductible, but the cost estimates provided were computed by actuaries who have experience working with similar plans. The Blue Shield full take-over would

provide a savings to the general fund of approximately \$235,400 compared with making no change to the plans offered.

The Kaiser Permanente full take-over is based on their traditional HMO plan along with a PPO plan for out-of-network members. Kaiser identified 17 potential enrollees that are not in the HMO network service area. While the cost of the traditional HMO plan would offer significant savings, the cost to insure the 17 out-of-network participants would be an additional \$200,000. Additionally, the City would be at risk up to \$18,000 per year in additional medical costs for each new employee hired that lives outside the HMO service area. The general fund savings compared to making no change to the plans offered are comparable to the Blue Shield full take-over, however the potential risk and exposure created by the very localized HMO network makes this plan option less desirable.

Based on this information, Council provided staff with direction to pursue the Blue Shield PPO high deductible health plan with the City self-insuring the deductible.

Changes are also recommended to the providers for dental and vision insurance. The City's health insurance consultant was able to obtain competitive bids for both lines of coverage that provide equivalent benefits with equivalent or better networks than current providers. The dental insurance would be provided through Principal Financial Group and the vision insurance would be provided through Superior Vision. Additionally, Superior Vision has provided a 4-year rate guarantee.

FISCAL IMPACT

Health plan premiums as well as the health insurance consultant's fees are paid by employees through payroll deductions. The City's contributions toward health insurance are negotiated with the bargaining units and contained in the Memorandums of Understanding.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Renewal of health and welfare benefits for City employees 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.

RESOLUTION No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING HEALTH, DENTAL AND VISION INSURANCE PROVIDERS FOR FISCAL
YEAR 2015-16 AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ANY
AGREEMENTS OR RELATED DOCUMENTS

WHEREAS, the City of Madera retains an insurance consultant to annually evaluate and negotiate health, dental and vision insurance needs; and

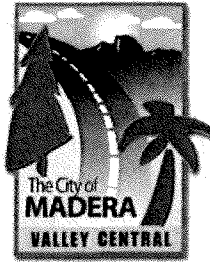
WHEREAS, the insurance consultant has provided information to the City regarding health, dental and vision insurance options for plan year 2015-16; and

WHEREAS, the City of Madera wishes to provide said benefits to its employees through Blue Shield for medical insurance, ASi for administration of the self-insured medical deductible, Principal Financial Group for dental insurance and Superior Vision for vision insurance.

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. Superior Vision is approved as the vision insurance provider for plan year 2015-16.
3. Principal Financial Group is approved as the dental insurance provider for plan year 2015-16.
4. Blue Shield of California is approved as the medical insurance provider for plan year 2015-16.
5. ASi is approved as the administrator for the self-insured medical deductible for plan year 2015-16.
6. The City Administrator is authorized to execute any agreements or related documents as approved by the City Attorney on behalf of the City of Madera to effectuate specific provider plans.
7. This resolution is effective immediately upon adoption.

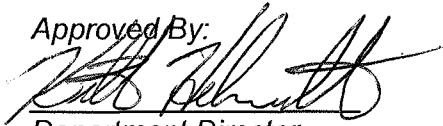
* * * * *



[Return to Agenda](#)

REPORT TO CITY COUNCIL

Approved By:


Department Director

Council Meeting of June 3, 2015

Agenda Item Number C-1


City Administrator

SUBJECT: PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION APPROVING THE MEASURE 'T' ANNUAL EXPENDITURE PLAN FOR FISCAL YEAR 2015/16 AND AUTHORIZING THE CITY ENGINEER TO SUBMIT THE PLAN TO THE MADERA COUNTY TRANSPORTATION AUTHORITY FOR ADOPTION

RECOMMENDATION:

That the City Council adopts a Resolution:

1. Approving the Expenditure Budget for the various funding programs in the Measure 'T' Annual Expenditure Plan (AEP) for Fiscal Year 2015/16.
2. Authorizing the City Engineer to submit the resolution to the Madera County Transportation Authority for approval and adoption.

SUMMARY:

This Annual Expenditure Plan (AEP) is required by the Madera County Transportation Authority (MCTA) to claim Measure 'T' funds that will be allocated to the City as specified in the Transportation Sales Tax Measure Investment Plan approved by the voters in the November 2006 election. The proposed funding for the projects and programs in the AEP are consistent with the requirements specified in the Measure 'T' 2007 Strategic Plan adopted by the MCTA and with the Capital Improvement Program proposed in the City's 2015/16 Budget.

Engineering

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

www.madera-ca.gov

HISTORY:

Measure 'T' implements the Madera County ½ Cent Transportation Sales Tax Measure Investment Plan (PLAN) approved by the Madera County voters in the November 2006 election. The tax was enacted for a 20 year period and took effect April 1, 2007.

The PLAN is a multi-modal funding program that commits funding for the following program categories:

- Regional Transportation and Highways
- Local Street Maintenance
- Local Street Supplemental Maintenance
- Flexible (Miscellaneous Street programs)
- ADA Compliance
- Transit Enhancement
- ADA/Seniors/Paratransit
- Environmental Enhancement

The Regional Streets and Highways program consists of two elements. One is the responsibility of MCTA to manage and deliver the projects of a regional significance. MCTA may elect to enter into an agreement with the local agency to perform the engineering and construction activities of this element. The second element is the responsibility of the local agencies to manage construction, rehabilitation and maintenance of the agency's arterial and collector streets. All of the other programs are the responsibility of the local agency to deliver. The MCTA and Citizens Advisory Committee monitor the local agencies progress on the delivery of these programs.

The implementation guidelines in the Measure 'T' Strategic Plan adopted by the MCTA require the City to prepare and adopt an Annual Expenditure Plan (AEP) that must be reviewed by the public prior to approval. This agenda item will satisfy this requirement. The proposed expenditures in each program category must meet the objectives and guidelines specified in the Strategic Plan. The Strategic Plan is a 5 year plan that is updated every 2 years and approved by the MCTA.

DISCUSSION:

The MCTA has provided the City with the funding allocation for each of the program categories. The total allocation for FY 2015/16 is \$2,650,748. The allocation amounts are earmarked for each program and cannot be shifted between programs. The recommended projects in the programs were selected by staff from Public Works, Transit, Parks and Community Services, and Community Development Departments, and are consistent with the proposed 2015/16 City's Capital Improvement Program and the implementing guidelines in the Measure 'T' Strategic Plan.

The AEP for FY 2015/16 includes the following projects and programs:

1. Regional Transportation and Highway Program:

Arterial & Collector Streets: The total allocation is \$907,789 for the following projects.

1. Widening of Lake Street, between Fourth Street and Cleveland Ave, providing 4-lane streets - \$607,789
2. Application of Surface Seals and AC Overlay at various Arterial and Collector Streets - \$300,000

2. Local Transportation Program:

Street Maintenance: The allocation is \$472,050 for the application of Surface Seal treatment and General Maintenance work on various streets.

Supplemental Street Maintenance: The allocation is \$317,726 for General Maintenance work on various streets.

Flexible: The allocation is \$789,776. These funds will be impounded by the MCTA to fund delivery of projects in the Regional Streets and Highways Program until such time as each agency is able to adopt an Impact Fee program for the construction of Regional Facilities. A 20% match for projects listed in the Regional Streets program is a requirement of the Transportation Sales Tax Measure Investment Plan approved by the voters. Flexible funds will be released back to each agency upon payment of the matching funds by each local agency.

ADA Compliance: The allocation is \$18,156 for sidewalk repairs and safety improvements to make walkways ADA compliant.

3. Transit Enhancement Program

Transit Enhancement-Citywide: The allocation is \$66,455 for security and passenger enhancements.

Transit Enhancements-ADA/Seniors/Paratransit: The allocation is \$6,173 is also for security and passenger enhancements.

4. Environmental Enhancement Program

Environmental Enhancements: The allocation is \$72,623 for improvements to bicycle, ADA and pedestrian facilities.

The MCTA Technical Advisory Committee (TAC) will also review and comment on this expenditure plan prior to its submittal to the MCTA. The MCTA will consider adopting this expenditure plan into the Measure 'T' 2015/16 Annual Work Plan at their meeting on June 17, 2015. The MCTA Administrative Code specifies 8 members be included on the TAC, two of which are the City Engineer and the City Planning Director.

FINANCIAL IMPACT:

An AEP approved by the City Council is required to claim the City's allocation of Measure 'T' funds. The allocation of funds in the AEP is consistent with project funding in the proposed Capital Improvement Program for FY 2015/16.

There is no adverse impact to the General Fund for the implementation of these projects and programs.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Action 138 – This project supports the strategy to establish and enforce American with Disabilities Act standards in public facilities throughout the community.

Action 126 – This project supports the strategy for providing clean attractive streets that are safe and aesthetically pleasing.

Action 113 – This project supports the strategy to promote greater accessibility of City facilities and services to socio-economic and disabled groups.

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.

RESOLUTION NO. 15-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE MEASURE 'T' ANNUAL EXPENDITURE PLAN FOR FISCAL YEAR 2015/16, AND AUTHORIZING THE CITY ENGINEER TO SUBMIT THE PLAN TO THE MADERA COUNTY TRANSPORTATION AUTHORITY FOR ADOPTION

WHEREAS, the projects and programs proposed for approval in the Fiscal Year 2015/16 Annual Expenditure Plan (Plan) are consistent with the Measure 'T' 2007 Strategic Plan; and

WHEREAS, the City of Madera is a designated agency for selecting projects and programs for approval and adoption by the Madera County Transportation Authority (MCTA) into the Measure 'T' Annual Work Plan; and

WHEREAS, the public was invited to comment on the proposed projects and programs during a public hearing that was held on June 3, 2015.

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 projects and programs, and expenditures shown on Exhibit "A" attached hereto are approved.
3. The City Engineer is hereby authorized and directed to submit this resolution to the MCTA Technical Advisory Committee (TAC) for consideration to include the City of Madera's AEP in the 2015/16 Measure 'T' Annual Work Program.
4. This resolution is effective immediately upon adoption.

* * * * *

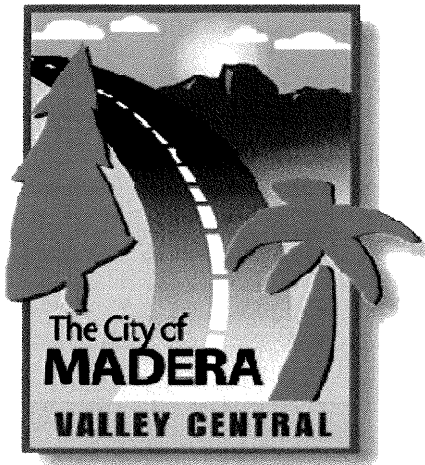
EXHIBIT 'A'

CITY OF MADERA MEASURE 'T' ANNUAL EXPENDITURE PLAN FISCAL YEAR 2015/16

<u>FUNDING PROGRAM</u>	<u>ALLOCATION</u>	<u>EXPENDITURE</u>
RTP/3R PROJECTS	\$ 907,789	
-Lake St. Widening - 4 th to Cleveland R-46		\$ 607,789
-Seals & AC Overlays Arterials/Collectors R-55		\$ 300,000
LTP-STREET MAINTENANCE	\$ 472,050	
Surface Seal & General Maintenance		\$ 472,050
LTP-SUPPL. STREET MTCE.	\$ 317,726	
General Maintenance		\$ 317,726
LTP – FLEXIBLE	\$ 789,776	
MCTA Impound for matching Contributions to Tier 1 projects		\$ 789,776
LTP – ADA COMPLIANCE	\$ 18,156	
ADA Walkability/Sidewalks R-52		\$ 18,156
TRANSIT ENHANCEMENT	\$ 66,455	
Security & Passenger Enhancements		\$ 66,455
TRANSIT ENHANCEMENT - ADA/Sr.	\$ 6,173	
Security & Passenger Enhancements		\$ 6,173
ENVIRONMENTAL ENHANCEMENT	\$ 72,623	
ADA Walkability/Sidewalks, R-52		\$ 49,623
Bike/Ped Path FRT N. Bank, Phase 1, PK-57		\$ 15,000
Bike/Ped Path FRT N. Bank, Phase 2, PK-58		\$ 3,000
Ped Facilities/Schools & Commercial Areas, R-62		\$ 5,000
	\$2,650,748	\$2,650,748

ADA – Americans with Disabilities Act
FRT – Fresno River Trail
LTP – Local Transportation Program
MCTA – Madera County Transportation
Authority
3R - Resurface, Rehabilitation, Reconstruction

MTCE – Maintenance
RTP – Regional Transportation Program
Sr. – Senior
SUPPL - Supplemental
Ped - Pedestrian



REPORT TO CITY COUNCIL

MEETING DATE: June 3, 2015

AGENDA ITEM NUMBER: C-2

Approved By:


PUBLIC WORKS DIRECTOR


CITY ADMINISTRATOR

SUBJECT:

Second Reading and Consideration of Adoption of an Ordinance Amending Chapter 5 of Title V of the Madera Municipal Code Regarding Water Regulations

RECOMMENDATION:

Staff recommends that the Council conduct a second reading and adopt the proposed ordinance regarding new water regulations.

SUMMARY:

The proposed ordinance was considered by the City Council at its May 20th regular meeting. An urgency ordinance was adopted at that time as well as the introduction of this identical parallel ordinance that is being processed by the non-urgency regular mechanism.

The proposed new water regulations will restrict water usage, based on progressive levels that can be enacted as drought condition worsen and water reductions become necessary to meet State water conservation mandates. The immediate significant change would be to limit outdoor watering to one day per week by enacting the proposed level C Restrictions. It would also prohibit fundraiser carwashes other than those conducted at a licensed carwash facility. If the Council determines by resolution that further water conservation measures are needed, the next level of restriction, Level D, would eliminate all outdoor watering except for drip irrigation of trees and bushes. If sufficient compliance is still not achieved, the Council could choose to implement the next level of restrictions which would prohibit all outdoor watering,

DISCUSSION:

The continued drought conditions prompted the Governor to declare a drought state of emergency over a year ago. On April 1st of this year, the Governor enacted a statewide mandatory 25% water reduction, with subsequent regulations being drafted by the State Water Resources Control Board. The City of Madera has been identified as a tier seven water supplier that is being mandated to reduce residential consumption on a per capita basis of 28% from 2013 consumption levels. The state has determined that the City has already reduced consumption by 9% which leaves an addition net reduction of 19% to meet the State mandates.

Previously, the Water Division was operating based on our Water Management Plan drought emergency contingency plan at stage III restrictions, which include increasing the water conservation program staff to four employees to provide public information and enforcement when necessary. Water conservation

activities under stage III have been largely focused on monitoring visible water wasting, and educating the public about the regulations and means of conserving water. The ratio of public contact/informal warnings verses written citations is about 3:1.

Studies from 2010 found that 58% of residential water usage in California is attributed to outside watering. While these ratios have undoubtedly declined from increased public awareness of the issues and water meters which were installed in 2013, it is still believed that there is a significant percentage of water that is utilized for outdoor watering. Hence, the biggest potential for saving is to try and reduce water consumption by restricting when outdoor watering can occur. Staff is hopeful that changing from watering two days a week to one day a week will provide us with a significant decrease in consumption; the actual percentage of reduction is highly speculative. Our intention is to implement these measures in good faith of meeting our goal so that the State does not levy any fines against the City. These fines can be up to \$10,000 per day. If the results of the restriction do not yield sufficient reductions to appease the State, it would then be recommended to move to the higher levels of water restrictions.

While the regulations were adopted as an urgency ordinance on May 20th, fines for infractions of the new provisions will not be issued for the first 30 days. Also it should be noted that this ordinance is slightly different from the urgency ordinance adopted and as introduced, in that it corrects a typo on Level B provisions which had incorrect listing for watering days.

NEW PROVISIONS:

The proposed changes to the Municipal Ordinance restricting water usage are detailed in the attached ordinance and the principle provisions are summarized below:

Drought Levels

A series of 5 drought water restriction levels are proposed to be codified in the Municipal Code which can be enacted when necessary by a resolution of the City Council. They are as follows:

Level A

Limited Provisions:

Outdoor application of water for irrigation and recreation uses shall be restricted to the hours of 7:00 pm to 10:00 am.

Level B

Moderate Provisions:

Outdoor application of water for irrigation and recreation uses shall be restricted to the hours of 7:00 pm to 10:00 am and restricted to usage on Sunday and Wednesday for even addressed parcels and Saturday and Tuesday for odd addressed parcels.

Level C

Significant Provisions:

Outdoor application of water for irrigation and recreation uses shall be restricted to the hours of 7:00 pm to 10:00 am and restricted to usage on Sunday for even addressed parcels and Saturday for odd addressed parcels.

Level D

Aggressive Provisions:

Outdoor application of water for irrigation of plants shall be limited drip system designed to only irrigate trees and bushes to minimally maintain their viability. Irrigating of lawn/turf using any method of watering shall be prohibited.

Level E

Extreme Provisions:

All Outdoor application of water for irrigation of plants other than edible crops for personal consumption shall be eliminated.

Upon adoption of Level C restrictions or greater, all organized carwashes not conducted as part of a licensed car wash business shall be prohibited.

Importation of Water

Other than recycled or “Gray” water, utilizing water from outside of the City for outdoor watering is prohibited. This prevents people from obtaining water from wells surrounding the City for landscape irrigation which has the same impact on our aquifer as if they used City water.

Exceptions

The proposed ordinance has been written to try and address the most likely situations, but there will always be special cases. Hence, a provision that allows for the Public Works Department to grant exceptions to the regulations in cases where it is impractical to enforce the provisions is included in the proposed ordinance. The criteria for granting exceptions is when a “circumstance causes a severe hardship that is unique and not common to other water customers, and would be significantly injurious to public health, safety, public economic welfare, or would by its implementation precludes the reasonable ability to enjoy the functionality of the premises.... Issues of convenience for economic efficiencies shall not constitute cause for exceptions hereunder. The Department in granting the exceptions may make such conditions as it deems necessary to maximize water conservation. Examples include but are not limited to; allowing a playfield to be watered on days when is not normally used, preserving significant wildlife habitat, and accommodations for special public events, etc.” This will allow situations such as allowing additional watering needed to maintain a playing field in a park so that it does not prevent the field from being lost.

FINANCIAL IMPACT:

The expenses for implementing and administering these enforcement activities occur within the Water Fund and would not have any impact on the General Fund. The forced reduction in consumption would have the effect of reducing revenues to the water budgets, but would not cause equal reductions in expenses. Reductions in revenues could result in the Fund Balance being reduced and/or maintenance and Capital Projects having to be delayed causing increased deferred liabilities in the water system infrastructure.

In a separate agenda item new water and sewer rates are being considered for adoption. The proposed rates anticipate an immediate 15% reduction in overall consumption based on the State’s mandate to reduce residential consumption. It assumes an additional 2% reduction in each of the following four years. Hence, depending on the actual amount of water reductions we achieve, the impact of reduced revenue may not be significant. If restrictions were to be lifted or consumption not achieved and revenue continued at historical levels any unanticipated increases in revenue could be used to reduce scheduled rate increases.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The proposed action is not specifically addressed as part of action Plan, but is not in conflict with it and is sympathetic of the underling principals of the 2025 Plan.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA
AMENDING PORTIONS OF CHAPTER 5, OF TITLE V OF THE
MADERA MUNICIPAL CODE RELATING TO WATER SERVICE
RESTRICTIONS**

WHEREAS, the Governor of the State of California has declared a State of Emergency to exist throughout the State of California due to severe drought conditions.

WHEREAS, on April 1, 2015, the Governor issued Executive Order B-29-15, which directed the State Water Resources Control Board (Water Board), to impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016.

WHEREAS, these restrictions will require water suppliers to California's cities and towns to reduce usage as compared to the amount used in 2013.

WHEREAS, on April 7, 2015, the Water Board issued a Draft Regulatory Framework, which could require the City of Madera to reduce water usage by 32%.

WHEREAS, the City needs to prepare for the necessary reductions in water usage by amending the Municipal Code to specifically provide for the City Council to respond to drought emergencies by adopting a resolution mandating water usage regulations on customers and penalties for violations.

WHEREAS, in adopting this urgency ordinance, the Council finds that it is needed for the immediate preservation of the public peace, health, and safety. This finding is based upon the State of Emergency declared by the Governor for drought conditions, the pending Water Board regulations that will mandate Madera reduce water usage by as much as 32% from 2013 levels, and the need to begin taking steps to meet that reduction in water usage before a regular ordinance can be adopted, all for the benefit of the community in addressing the drought, and as further supported by the preceding findings.

**THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
DOES ORDAIN AS FOLLOWS:**

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. Section 13, of Chapter 5, of Title V of the Madera Municipal Code is hereby amended to read as follows:

(A) Drought Levels: When the City Council by resolution determines that water supplies are limited and additional conservation measures are necessary to reduce water consumption, the Council may enact one of five drought water restriction levels A through E as set forth in this subsection, and restrictions under each section shall be enforced for such period of time as designated by the City Council or until lifted by them by separate resolution.

Level A

When the City Council by resolution determines it is warranted that additional water restrictions are necessary to reduce water consumption by limited means, the following restrictions shall apply:

Outdoor application of water for irrigation and recreation uses shall be restricted to the hours of 7:00 p.m. to 10:00 a.m.

Level B

When the City Council by resolution determines it is warranted that additional water restrictions are necessary to reduce water consumption by moderate means, the following restrictions shall apply:

Outdoor application of water for irrigation, recreation uses shall be restricted to the hours of 7:00 p.m. to 10:00 a.m., and restricted to usage on Sunday and Wednesday for parcels with even numbered street addresses and Saturday and Tuesday for parcels with odd numbered street addresses.

Level C

When the City Council by resolution determines it is warranted that additional water restrictions are necessary to reduce water consumption by significant means, the following restrictions shall apply:

Outdoor application of water for irrigation and recreation uses shall be restricted to the hours of 7:00 p.m. to 10:00 a.m., and restricted to usage on Sunday for parcels with even numbered street addresses and Saturday for parcels with odd numbered street addresses.

Level D

When the City Council by resolution determines it is warranted that additional water restrictions are necessary to reduce water consumption by aggressive means, the following restrictions shall apply:

Outdoor application of water for irrigation of plants shall be limited drip system designed to only irrigate trees and bushes to minimally maintain their viability.

Level E

When the City Council by resolution determines it is warranted that additional water restrictions are necessary to reduce water consumption by extreme means, the following restrictions shall apply:

All outdoor application of water for irrigation of plants other than edible crops for personal consumption shall be eliminated.

Upon adoption of Level C restrictions or greater, all organized carwashes not conducted as part of a licensed car wash business shall be prohibited.

(B) Exception: The City in enforcing the above provisions may use reasonable discretion in its interpretation in order to affect the water conservation purpose and reasonableness in application of the restrictions. Exception to these provisions may be granted by the Public Works Department when a written application for an exception is filed with the Public Works Department and the Department makes written determinations that compliance with these regulations in a particular circumstance causes a severe hardship that is unique and not common to other water customers, and would be significantly injurious to public health, safety, public economic welfare, or would by its implementation precludes the reasonable ability to enjoy the functionality of the premises. The burden of proof that enforcement of the provisions would cause severe hardships upon the applicants, and demonstration that a situation is unique and significantly injurious to the public interests is upon the applicant. Issues of convenience for economic efficiencies shall not constitute cause for exceptions hereunder. The Department in granting the exceptions may make such conditions as it deems necessary to maximize water conservation. Examples include but are not limited to; allowing a playfield to be watered on days when it is not normally used, preserving significant wildlife habitat, and accommodations for special public events, etc.

(C) Food for personal consumption: Watering of plants by drip irrigation that is grown as food for personal consumption (not for medicinal use) shall always be allowed to be watered on any day of the week between the hours of 7:00 p.m. to 10:00 a.m.

(D) Household Gray Water: Up to 100 gallons per household per parcel per day of reused domestic water from showers, washing, etc. "Gray Water" may be reutilized for outdoor watering, subject to applicable health and safety regulations.

(E) Importation of Water: Except as permitted elsewhere in this section, no water which is obtained from a source other than the City's municipal water system may be used for outdoor watering.

(F) Imported Recycled and Gray Water: Recycled or “gray” water imported from outside of the City may be used for outside watering with no restrictions other than applicable health and safety regulation.

(G) Penalties for Violation of Restrictions: Violation of the provisions of this section shall be an infraction, and fines shall be imposed pursuant to Section 1-9.06(B) of the Madera Municipal Code.

Section 3. Subsection (D) of Section 3, of Chapter 5, of Title V, of the Madera Municipal Code is hereby amended to read as follows:

The city shall not approve and/or authorize any permit, entitlement, allow a new water service connection, or new utility account utilizing a service connection that does not have a water meter as required by this chapter. The city shall not approve and/or authorize any permit or entitlement, where the existing meter does not meet current standards. The meter must be replaced or improved to meet the current standards at the property owner’s expense.

Section 4. Subsection (F) of Section 3, of Chapter 5, of Title V, of the Madera Municipal Code is hereby added to read as follows:

No more than one meter per dwelling unit shall be installed on any residentially zoned property, except where there are four or more residential units a separate meter for landscaping and common facilities may be installed.

Section 5. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or void for any other reason.

Section 6. Effective Date. This ordinance shall be effective and of full force and effect at 12:01 a.m. on the 31st day after its passage.

* * * * *

Return to Agenda



Garrad Marsh, Mayor
City of Modesto
1010 Tenth Street, Suite 6200
Modesto, CA 95354
gmarsh@modestogov.com

May 15, 2015

Dear Community Leader:

The San Joaquin Valley is considered the world leader in agricultural commodities and is often referred to as the "bread basket of the world." Unfortunately it has also been labeled the "valley of the poor" by a variety of news sources in their coverage of our region. Many consider the San Joaquin Valley the most economically depressed area of California.

Travel and Tourism can play a critical and distinct role in enhancing and stimulating economic development and job creation for our region. This will also help us diversify our local economy. The travel and tourism industry is one of the nation's strongest sectors, according to the US Travel Association.

Travel and Tourism is a 10.9 billion dollar industry in California and yet the San Joaquin River Valley (Fresno to San Joaquin County) travel spending for the five counties in 2010 was only \$2.6 billion. According to Dean Runyan and Associates, total employment was 27,000 and total tax revenue was \$167 million, which includes \$40 million in local taxes in the San Joaquin River Valley. We believe our region can do more to create jobs, attract more customers to our local businesses and increase local tax revenues by doing more to attract visitors to our region. Our Modesto City Council recently adopted the attached resolution; which also urges your city and all our local cities, counties and stakeholders to adopt a similar resolution.

Fresno, Madera, Merced, Stanislaus, and San Joaquin County are linked together by the San Joaquin River. This creates the opportunity to market the region to a broader audience as the "San Joaquin River Valley." How can we use this as a foundation to build and create additional travel and tourism opportunities for us as a region? How can we do more to market and brand our region into a statewide, national and international destination that will attract visitors, investments and job creators?

A group of volunteers representing Convention and Visitors Bureaus, the Great Valley Center, Business Leaders, Economic Development representatives, and Farm interests have joined together to strategize on how to best market and brand the SJ River Valley. This group will be known as the SJ River Valley Coalition and will make presentations to elected bodies, civic groups and service organizations on the missed opportunity of growing the travel and tourism sector in this region. We welcome thoughts, ideas, suggestions and an open dialogue as we move this effort forward. Our valley should be recognized and valued for our agriculture, bustling downtowns, rivers and our great outdoors; which give us the opportunity to showcase our amazing region. We encourage you to support the San Joaquin River Valley Travel and Tourism project as a viable way to promote and stimulate economic growth for our region, and help to increase our jobs base with a new approach to economic development.

Re: Letter of Support- Travel and Tourism
May 15, 2015

Page 2

On behalf of the City of Modesto, I strongly encourage you and your City Council to help build upon our rebranding efforts and adopt the attached resolution.

If you have any questions or need further information, feel free to contact the author and sponsor of our resolution, Tony Madrigal, Modesto City Council member, District 2 at tmadrigal@modestogov.com or 209-579-4776.

Sincerely,


GARRAD MARSH, Mayor

RECEIVED
City of Madera City Clerk

By: D. Alvarez

Date: 5/15/15

C. Council
City Administrator
City Attorney
Comm. Dev. Dir.

**MODESTO CITY COUNCIL
RESOLUTION NO. 2015-37**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MODESTO,
CALIFORNIA, RECOGNIZING THE SAN JOAQUIN RIVER VALLEY AS A
TRAVEL AND TOURISM DESTINATION TO PROMOTE ECONOMIC
DEVELOPMENT OPPORTUNITIES FOR THE CITY OF MODESTO AND THE
SAN JOAQUIN RIVER VALLEY REGION**

WHEREAS, the San Joaquin River Valley is comprised of the counties of San Joaquin, Stanislaus, Merced, Madera and Fresno, and the San Joaquin River Valley project is an ongoing collaboration of the convention and visitors' bureaus from all five counties in the region; and

WHEREAS, the San Joaquin River Valley offers visitors scenic open spaces, mild climate, beautiful rivers, fishing, museums, wine tasting, hiking trails, historic destinations, and agritourism activities; and

WHEREAS, the City of Modesto is centrally located in the San Joaquin River Valley and is internationally recognized as the birthplace of George Lucas and American Graffiti, and is home to the largest winemaker in the world, Gallo Wines, while only an hour's drive from the Sierra Foothills which lead to Yosemite National Park; and

WHEREAS, the City of Modesto is geographically situated between the Tuolumne and Stanislaus Rivers which serve as tributaries to the San Joaquin River, and thereby has great opportunities for agritourism and recreational tourism; and

WHEREAS, the City of Modesto and the San Joaquin Valley continues to experience double-digit unemployment and recognize the need to diversify our local economies; and

WHEREAS, travel and tourism in California is a \$110 billion industry annually, and in 2014 the San Joaquin River Valley only received \$2 billion in travel and tourism revenue according to the State of California Department of Tourism; and

WHEREAS, the City of Modesto and the San Joaquin Valley stand to benefit from jobs, economic stimulus, and entrepreneurial activities by embracing and promoting regional travel and tourism as an important component of an economic development strategy; and

THEREFORE BE IT RESOLVED THAT the City of Modesto hereby recognizes the San Joaquin River Valley as a regional travel and tourism destination, and congratulates and commends the San Joaquin River Valley project for its advocacy and leadership in advancing regional tourism as an economic development and economic diversification strategy; and

THEREFORE BE IT FURTHER RESOLVED THAT the City of Modesto encourages public and private efforts to advance cooperative regional tourism development efforts among San Joaquin River Valley and Sierra Foothill governments, business groups, and their communities; and

THEREFORE BE IT FURTHER RESOLVED THAT the City of Modesto shall invest funding, as available and only after Council approval, to help promote, brand, and market the San Joaquin River Valley as a regional travel and tourism destination, including but not limited to increased public signage, staff resources, and participating as a stakeholder in collaborative marketing and promotional efforts; and

THEREFORE BE IT FURTHER RESOLVED THAT the City of Modesto invites the San Joaquin River Valley tourism project to report regularly to the Modesto City

Council on its progress and opportunities for economic growth from tourism across the San Joaquin River Valley; and

THEREFORE BE IT FURTHER RESOLVED THAT the City of Modesto directs the Mayor to send a letter to all the Mayors and City Councils, County Boards of Supervisors, School Boards, and State and Federal legislators in the San Joaquin River Valley urging them to adopt this resolution; and

THEREFORE BE IT FURTHER RESOLVED THAT the City of Modesto in directs the Mayor to send a letter to the President, Governor of California, and our State and Federal legislators in the San Joaquin River Valley urging support and funding for the further development of the San Joaquin River Valley as a regional travel and tourism destination.

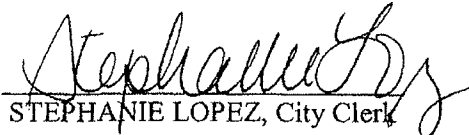
The foregoing resolution was introduced in a regular meeting of the Council of the City of Modesto held on the 10th day of February, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh

NOES: Councilmembers: None

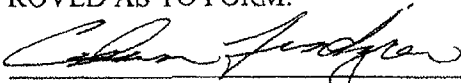
ABSENT: Councilmembers: None

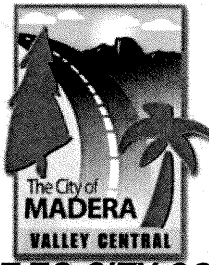
ATTEST:


STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: 
ADAM U. LINDGREN, City Attorney



Return to Agenda

REPORT TO CITY COUNCIL

Approved By:

City Engineer

Council Meeting of June 3, 2015

Agenda Item Number E-1

City Administrator

SUBJECT:

**REPORT AND REQUEST FOR DIRECTION ON POSSIBLE CHANGES TO THE CITY OF MADERA
TYPICAL STREET CROSS SECTIONS**

RECOMMENDATION:

Staff recommends that the Council consider the information included in this report and provide direction with regard to the recommended cross sections.

SUMMARY:

Several action items contained in Vision Madera 2025 illustrate a need to make modifications to the current standard plans for collector and arterial roadways. Taken as a whole, the action items include features to accommodate bicycles, pedestrians, larger park strips and transit vehicles. These new, expanded or enhanced features, if ultimately approved by the City Council, represent a significant departure from the current standard plans as well as a major step toward the City of Madera's goal of becoming a more walkable and bikeable community.

DISCUSSION:

In recognition of the action items presented in Vision Madera 2025 (Vision) Staff prepared draft standard plan concepts as well as associated illustrations (see attached exhibits) of new collector and arterial street cross sections in preparation for possible adoption by the City Council. The proposed draft standard plans contain a number of changes intended to address the following action items found in the Vision Action Plan:

1. Action Item 126.8 - Update arterial and collector streets to incorporate larger park strips or enhancing features, such as incorporating meandering sidewalks into design standards.
2. Action Item 132.2 - Update arterials and collector streets to accommodate bicycles, pedestrians and transit vehicles.
3. Action Item 401.4 - Explore funding options for safe pedestrian crossings at dangerous intersections, including trail undercrossings and systems such as embedded crosswalk lights.
4. Action Item 401.5 - Ensure accessible paths of travel throughout the City.

Engineering

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

www.madera-ca.gov

5. Action Item 401.6 - Explore options for enhancing the walking experience through street standard plans that require meandering sidewalks and wider park strips.

These action statements from Vision Madera 2025 also provided direction to the City's General Plan, last updated in 2009. The General Plan places similar emphasis on improving walkability in the community and providing enhanced opportunities for all types of non-motorized transportation. Achieving these goals relies in large part on changing the City's standards for street design and construction. The necessary changes have been incorporated into the new street cross sections provided for the Council's consideration, including:

- Dedicated Bike Lanes – Known as a Class II Bike Lane, a dedicated “in-street” 5’ bike lane is provided within both the collector and arterial road cross sections.
- Pedestrians - There a number of changes included within this discussion that are both borne from the Vision as well as other standards for pedestrian safety and accessibility. They include:
 - Sidewalk - Sidewalk width is proposed to increase from 5 to 6 feet. At 5 feet, many people find it difficult to walk in pairs or pass other pedestrians walking in the opposite direction without stepping off the sidewalk. At 6 feet, the sidewalk is perhaps more utilitarian than user-friendly as is the goal of the Vision.
 - Safety – The street cross section proposes an increase in the width of the median on arterials from 16 to 17 feet. This change is proposed to provide a 6 foot pedestrian refuge at pedestrian crossings, a standard that Caltrans requires on current designs. As a result, left turn bays will also be reduced from a standard 12 feet to 11 feet.
- Aesthetics – The current parkstrip width is 10 feet in width for both collectors and arterials. With this width, it is more difficult to fully achieve the intent of the Vision. As such, the landscape area within the parkstrip is proposed to increase from 4.5 feet to 8.5 feet on collectors and 4.5 feet to 14 feet on arterials. This change allows for a more pronounced meandering sidewalk and additional parkstrip area that will help buffer the street from the adjoining uses. Given the current drought and the changing views of what constitutes an acceptable landscape scheme, parkstrip features will need to include a combination of hardscape and drought tolerant landscaping. While the densely landscaped green corridor contemplated just a few years ago is not likely to reemerge in the near term, the wider parkstrip and meandering sidewalk will help to bring about the safer and more visually inviting pedestrian environment called for by the Vision and the General Plan.
- Transit – Staff will be presenting new standards to Council that address intersections and their function in accommodating transit. The standards are also anticipated to include provisions for dual left turn lanes at arterial by arterial intersections.

The results of the proposed changes take the typical city street standard closer to a concept called a Complete Street. The National Complete Streets Coalition states that “complete streets” are: “. . . designed and operated to enable safe access for all users. Pedestrians, bicyclists, motorists and bus riders of all ages and abilities are able to safely move along and across a complete street.”

Impacts of the proposed changes ultimately come down to two things; cost and the use of land for larger street right of ways that would typically be used by the adjacent property owner for development. The arterial street cross section increases the right-of-way requirement from 100 feet to 120 feet (144 feet for 6 lanes) while the collector cross section increases from 80 feet to 106 feet. Costs associated with these increases come from both the increased right-of-way and improvements to be constructed within this additional area.

As the new street standards would represent an enhancement to the accessibility and enjoyment of the entire City, staff has identified the potential for some or all of the additional construction costs be incorporated into the development impact fee program where they would be spread among all users. As a preliminary recommendation, staff suggests that the additional dedication be considered a normal part of developer obligation, as are existing right-of-way dedications. Staff also suggests that at least a portion of construction costs be incorporated into the fee program. An update of the fee program is scheduled to begin in the next few months. At Council's direction, Staff will work with a consultant to evaluate the costs involved with the new standard and provide one or more options for including these costs in the program along with the existing improvements.

Should the Council express a desire to update the City's street standards to incorporate the elements described above, staff recommends that implementation not occur until such time as the development impact fee program is updated and the Council has the opportunity to review how costs might be distributed. This would also provide the development community the chance to understand how the new standard would be implemented and the extent to which it would affect them financially.

FISCAL IMPACT:

The results of this meeting will have no financial impacts at this time. As discussed in this report, Staff suggests that implementation of a new standard be deferred until it can be considered along with a discussion regarding funding of the proposed changes at a future Council meeting.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The proposed changes to the collector and arterial standard plans serve to address the following strategies within Vision Madera 2025:

Strategy 126 - Clean, attractive streets: Expand or develop programs to create clean, safe and aesthetically pleasing streets.

Action Item 126.8 - Update arterial and collector streets to incorporate larger park strips or enhancing features, such as incorporating meandering sidewalks into design standards

Action Item 132.2 - Update arterials and collector streets to accommodate bicycles, pedestrians and transit vehicles.

Action Item 401.4 - Explore funding options for safe pedestrian crossings at dangerous intersections, including trail undercrossings and systems such as embedded crosswalk lights.

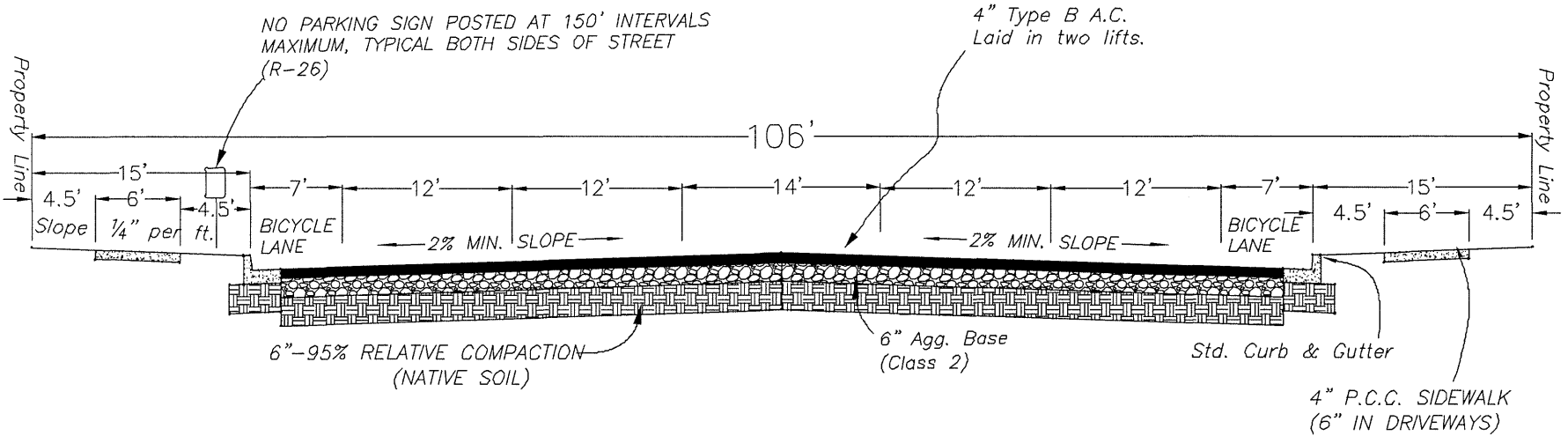
Action Item 401.5 - Ensure accessible paths of travel throughout the City.

Action Item 401.6 - Explore options for enhancing the walking experience through street standard plans that require meandering sidewalks and wider park strips.

COLLECTOR STREET
WITH
TWO-WAY LEFT TURN LANE

REF. & REV.
FEB 2010

CITY OF MADERA
ST-



DRAFT

NOTES:

1. ASPHALTIC CONCRETE, AGGREGATE BASE, AND EARTH WORK SHALL CONFORM TO SECTIONS 39, 26, AND 19 OF THE STATE STANDARD SPECIFICATIONS LATEST EDITION.

2. THE STRUCTURAL SECTION AS SHOWN SHALL HAVE A MINIMUM SUBSOIL R-VALUE OF 50. FOR R-VALUES OF LESS THAN 50, THE STRUCTURAL SECTION SHALL BE AS FOLLOWS:

R-VALUE	AC-THICKNESS	AB THICKNESS
45-49	3"	7"
40-44	3"	8"
35-39	3"	9"
30-34	3"	10"
25-29	3"	11"
20-24	3"	12"

3. TRAFFIC INDEX=7

4. MIN. GRADE=.0015; MAX. GRADE=.05*

5. MIN. CROSS SLOPE=2%

6. MAX. CROSS SLOPE ON WIDENING=3%*

7. MIN. CROSS SLOPE ON WIDENING=1.5%

8. DESIGN SPEED=40 M.P.H.

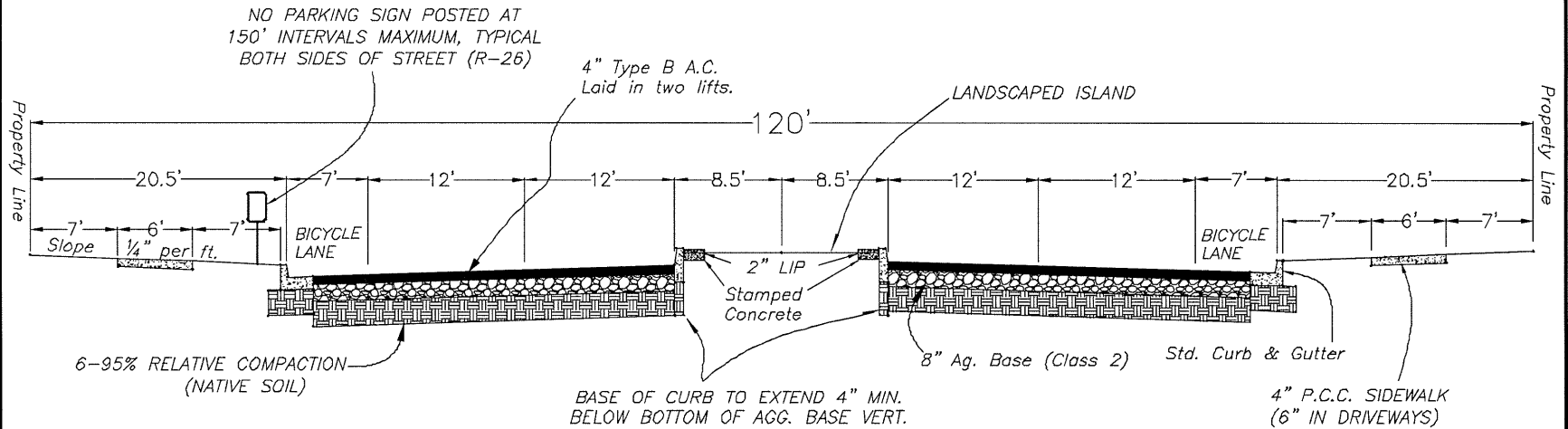
9. MIN. RADIUS=550'

10. STOPPING SIGHT DISTANCE=300'

11. SIDEWALK SHALL BE MEANDERING TYPE WALK.

* REQUIRES PRIOR APPROVAL OF CITY ENGINEER

ARTERIAL STREET 4 LANE



DRAFT

NOTES:

1. ASPHALTIC CONCRETE, AGGREGATE BASE, AND EARTH WORK SHALL CONFORM TO SECTIONS 39, 26 AND 19 OF THE STATE STANDARD SPECIFICATIONS LATEST EDITION.

2. THE STRUCTURAL SECTION AS SHOWN SHALL HAVE A MINIMUM SUBSOIL R-VALUE OF 50. FOR R-VALUES LESS THAN 50, THE DESIGN SHALL CONFORM TO CALTRANS HIGHWAY DESIGN MANUAL, LATEST EDITION FOR DESIGN OF FLEXIBLE PAVEMENT STRUCTURAL SECTION.

3. TRAFFIC INDEX=8
a. T.I.=9 FOR TRUCK ROUTES

4. MIN. GRADE=0.0015 MAX. GRADE=.05

5. MIN. TYPICAL CROSS SLOPE=2%

6. MAX. CROSS SLOPE=3%*

7. MIN. CROSS SLOPE ON WIDENING OF EXISTING STREET=1.5%

8. DESIGN SPEED=50 M.P.H.

9. MIN. RADIUS=1450' USING NORMAL CROWN

10. NO DRIVEWAY ACCESS FOR SINGLE FAMILY AND DUPLEX UNIT. ALL OTHER ACCESS AND SPACING SHALL BE BASED ON DESIGN SPEED.

11. NO CUTS IN THE MEDIAN ISLAND SHALL BE PERMITTED WITHIN A MINIMUM OF 500' (C TO C) OF AN INTERSECTING MAJOR STREET.

12. GRADE ON MEDIAN ISLAND SHALL BE SLOPED TOWARDS CENTER OF ISLAND TO RETAIN IRRIGATION RUNOFF.

13. SIDEWALK SHALL BE MEANDERING TYPE WALK.

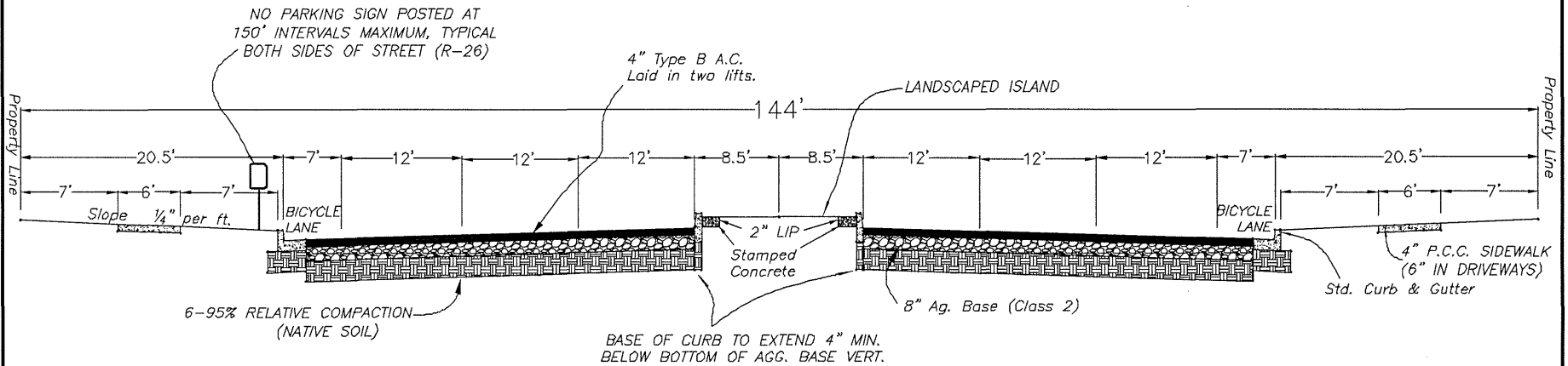
* REQUIRES PRIOR APPROVAL OF CITY ENGINEER.

REF. & REV.
FEB 2010

CITY OF MADERA

ST-

ARTERIAL STREET 6 LANE



NOTES:

1. ASPHALTIC CONCRETE, AGGREGATE BASE, AND EARTH WORK SHALL CONFORM TO SECTIONS 39, 26 AND 19 OF THE STATE STANDARD SPECIFICATIONS LATEST EDITION.

2. THE STRUCTURAL SECTION AS SHOWN SHALL HAVE A MINIMUM SUBSOIL R-VALUE OF 50. FOR R-VALUES LESS THAN 50, THE DESIGN SHALL CONFORM TO CALTRANS HIGHWAY DESIGN MANUAL, LATEST EDITION FOR DESIGN OF FLEXIBLE PAVEMENT STRUCTURAL SECTION.

3. TRAFFIC INDEX=8

a. T.I.=9 FOR TRUCK ROUTES

4. MIN. GRADE=0.0015 MAX. GRADE=.05

5. MIN. TYPICAL CROSS SLOPE=2%

6. MAX. CROSS SLOPE=3%*

7. MIN. CROSS SLOPE ON WIDENING OF STREET=1.5%

8. DESIGN SPEED=50 M.P.H.

9. MIN. RADIUS=1450' USING NOEMAL CROWN

10. NO DRIVEWAY ACCESS FOR SINGLE FAMILY AND DUPLEX UNITS. ACCESS AND SPACING SHALL BE BASED ON DESIGN SPEED.

11. NO CUTS IN THE MEDIAN ISLAND SHALL BE PERMITTED WITHIN 500' (C TO C) OF AN INTERSECTING MAJOR STREET.

12. GRADE ON MEDIAN ISLAND SHALL BE SLOPED TOWARDS CENTER OF ISLAND TO RETAIN IRRIGATION RUNOFF.

13. SIDEWALK SHALL BE MEANDERING TYPE WALK.

* REQUIRES PRIOR APPROVAL OF CITY ENGINEER.

REF. & REV.
FEB 2010

CITY OF MADERA
ST-