

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

NOTICE AND AGENDA

**Wednesday, August 16, 2017
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER

ROLL CALL: Mayor Andrew J. Medellin
Mayor Pro Tem Cece Foley Gallegos, District 1
Council Member Jose Rodriguez, District 2
Council Member Donald E. Holley, District 6
Council Member Derek O. Robinson Sr., District 4
Council Member William Oliver, District 3
Council Member Charles F. Rigby, District 5

INVOCATION: Pastor Joyce Lane, Glory of Zion Ministries

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 Recognition of Babe Ruth 13 Year Old All Stars

A. WORKSHOP

A-1 The First of a Three Workshop Series on Cannabis and California Cities (David Hale)

B. CONSENT CALENDAR

- B-1 Minutes – 9/21/16, 10/19/16
- B-2 Information Only – Warrant Disbursement Report
- B-3 Bi-Weekly Water Conservation Report for 7/24/17 – 8/6/17 (Report by Dave Randall)
- B-4 Consideration of a Resolution Approving an Agreement with the Fresno-Madera Area Agency On Aging (FMAAA) for Fiscal Year 2017-18 for **Adult Day Care** and Authorizing the Mayor to Execute the Agreement on Behalf of the City; and
- Consideration of a Resolution Approving an Agreement with the Fresno-Madera Area Agency On Aging (FMAAA) for Fiscal Year 2017-18 for **Site Management** and Authorizing the Mayor to Execute the Agreement on Behalf of the City; and
- Consideration of a Resolution Approving an Agreement with the Fresno-Madera Area Agency On Aging (FMAAA) for Fiscal Year 2017-18 for the **Transportation 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 the Award of Contract for MAX Bus Shelters and Amenities City of Madera Project No. TRANS-6, in the Amount of \$213,632 to David J. Boyle Electric Shop LLC, Authorizing Construction Contingencies of Up to 10%, Construction Inspection and Management of Up to 10%, and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Keith Helmuth)
- B-6 Consideration of a Resolution Approving a Pipeline Crossing Agreement between the Union Pacific Railroad Company and the City of Madera for the Installation of a 24-inch Steel Casing Underneath the Existing At-Grade Public Road Crossing Along Almond Avenue for the Well 27 Pipe Outfall Extension Project (Report by Keith Helmuth)
- B-7 Consideration of a Resolution Approving the Master Agreement between the Madera County Transportation Commission and the City of Madera for Fiscal Year 2016-17 Allocation of Regional Surface Transportation Program Funding (Report by Keith Helmuth)
- B-8 Consideration of a Resolution Approving an Agreement for Professional Janitorial Services, RFP No. 201718-01, to the Best Value Bidder, ServiceMaster by J&C Brown, and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Dave Randall)
- B-9 Consideration of a Resolution Approving a Consultant Services Agreement with Madera Unified School District for Partial Administration of the District's Foster Youth and Homeless/Families in Transition Programs and Authorizing the Mayor to Execute the Agreement on Behalf of the City; and
- Consideration of a Resolution Amending the FY 2017-18 General Fund/Org 10206200 – Parks and Community Services Recreation Budget to Recognize \$80,000 in Additional Revenue and Associated Expenditures (Report by Mary Anne Seay)
- B-10 Consideration of a Resolution Approving Administrative Solutions, Inc. as the City of Madera's Administrator for its IRS Section 125 Flexible Spending Accounts and Authorizing the City Administrator to Sign all Related Documents (Report by Wendy Silva)

- B-11 Consideration of a Resolution Declaring an Emergency Situation in Which Two Gear Boxes for Aeration System at the Waste Water Treatment Plant Must be Purchased and Installed in an Expedited Manner; and

Consideration of a Resolution Amending the Fiscal Year 2017/18 Annual Budget to Appropriate Funds in the Sewer Utility Wastewater Treatment Plant Budget to Purchase and Install Gear Boxes at the Waste Water Treatment Plant (Report by Dave Randall)

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

There are no items for this section.

D. WRITTEN COMMUNICATIONS

- D-1 Presentation by California Consulting on Grant Writing Services (Tristan Shamp, Statewide Grants Manager)

E. ADMINISTRATIVE REPORTS

- E-1 Review of Permit and Processing Costs for the Building, Planning and Engineering Departments and Direction to Staff Regarding the Preparation of a Development User Fee Schedule for Future Consideration by the City Council (Report by David Merchen)

- E-2 Request for Direction on Council Participation in Old Timers Day Parade; and

Consideration of a Minute Order Authorizing the Mayor to the Sign Hold Harmless Agreement or Related Documents (Report by Sonia Alvarez)

F. COUNCIL REPORTS

G. CLOSED SESSION

- G-1 Closed Session Announcement – City Attorney

- G-2 Conference with Legal Counsel – Pending Litigation pursuant to Government Code §54956.9(d)(1): 2 cases:

Marvin Ward WCAB No. ADJ10539100 & ADJ 10590003

- G-3 Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): 1 case

- G-4 Conference with Real Property Negotiators – Pursuant to Government Code Section 54956.8

Property: 1 Parcel
City of Madera APN: 035-080-026
Agency Negotiators: Keith Helmuth
Negotiating Party: Jason Sanders
Under Negotiations: Price and Terms

- G-5 Closed Session Report – City Attorney

ADJOURNMENT – Next regular meeting September 6, 2017

-
- Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
 - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
 - Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.
-

I, Sonia Alvarez, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the regular meeting of the Madera City Council for August 16, 2017, near the front entrances of City Hall at 5:00 p.m. on August 11, 2017.



Sonia Alvarez, City Clerk



**CITY OF MADERA
BENEFITS AND ISSUES WITH
LEGISLATIVE APPROVAL OF CANNABIS
USES IN YOUR COMMUNITY**

Council Meeting Date: August 16, 2017
Agenda Item No. A-1

The intent of this paper is to give the City Council of the City of Madera some of the background related to legislatively determining to permit cannabis uses within your community. There are both benefits and challenges that will come from the decision to include these uses within your community and the following is an attempt to give you some additional information in your due diligence and fact gathering.

LEGISLATIVE HISTORY

California in November 1996 approved Proposition 215, which initially decriminalized the use of medicinal cannabis. In 2015, California enacted three bills – Assembly Bill 243 (Wood, Chapter 688 of the Statutes of 2015); Assembly Bill 266 (Bonta, Chapter 689 of the Statutes of 2015); and Senate Bill 643 (McGuire, Chapter 719 of the Statutes of 2015) – that collectively established a comprehensive state regulatory framework for the licensing and enforcement of cultivation, manufacturing, retail sales, transportation, storage, delivery, and testing of medicinal cannabis in California. That regulatory scheme is known as the Medical Cannabis Regulation and Safety Act (MCRSA).

In November 2016, voters approved Proposition 64, the Adult Use of Marijuana Act (AUMA). Under Proposition 64, adults 21 years of age or older may legally grow, possess, and use cannabis for nonmedicinal purposes, with certain restrictions. In addition, beginning on January 1, 2018, AUMA makes it legal to sell and distribute cannabis through a regulated business.

In the early part of 2017, the State Legislature adopted section 200 of the Governor's Trailer Bill repealing the MCRSA and adopting a revised Division 10 (commencing with 26000) of the Business and Professions Code otherwise known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MACRSA). This legislation attempted to fix a number of

inconsistencies between the above bills and to consolidate the legislation for both medical and adult marijuana use.

BENEFITS AND ADVANTAGES FOR PERMITTING CANNABIS USES IN YOUR COMMUNITY

A. **TAX REVENUE.** Tax revenue is going to be one of the more attractive and beneficial reasons for allowing cannabis within your community as it has the potential to generate significant amounts of income to the agency. Some of the smaller communities¹ my firm has represented that have adopted general taxes on cannabis uses are expecting to receive anywhere from one and a half, to two million dollars of tax revenue each year. These taxes are generally imposed on most of the sales of marijuana. California law does prohibit the imposition of sales taxes on medical marijuana.

The taxes local agencies impose on the cannabis industry are usually general taxes as defined with Proposition 218 (California Constitution, art. XIII C, sections 1 and 2.) These taxes are typically used for general governmental purposes and are deposited into the city's general fund. Since these are general taxes, they must be voted on at a regularly scheduled general election for the members of the governing body for the local agency.

B. **JOB CREATION.** Depending upon the extent or level of uses allowed within your community, the cannabis industry will create job opportunities in your community. Cannabis uses that can be permitted within your community include cultivation, which includes nurseries, manufacturing, testing laboratories, distributors, and microbusiness. A report from the *New Frontier Data* projects that by 2020, the legal cannabis market will create more than a quarter of a million jobs. This is more than the expected jobs from manufacturing, utilities or even government jobs, according to the Bureau of Labor Statistics. Over the next seven years, manufacturing, utility and government jobs are expected to decline while the cannabis industry is intended to significantly increase job opportunities.

¹ One community my firm represents that adopted ordinances levying taxes on cannabis products has a current population of just under 14,000 residents.

The legal cannabis market was worth an estimated \$7.2 billion in 2016 and is projected to grow at a compound annual rate of 17%. Medical marijuana sales are projected to grow from \$4.7 billion in 2016 to \$13.3 billion in 2020. Adult recreational sales are estimated to jump from \$2.6 billion in 2016 to \$11.2 billion by 2020.

C. MEDICINAL PRODUCTS FOR THE TREATMENT OF MEDICAL DISEASES. Although somewhat controversial, there are current arguments and debates whether Cannabidiol (CDB), and other chemicals found within cannabis products will assist individuals with seizures and other medical conditions.

There are essentially two primary chemicals found within cannabis products the medical industry recognizes as having medicinal purposes. Cannabidiol (CDB) is a chemical that seems to impact the brain without a high or hallucinogenic effect. Tetrahydrocannabinol (THC) is known for its pain relieving effect (and other) properties that can mask or eliminate certain pain or discomfort.

Depending upon whether the agency authorizes medical marijuana or recreational marijuana, or both, may be a factor in what kind or strain of marijuana is grown within your community. If the Agency approves only medical marijuana for commercial use and not recreational, cultivation of marijuana most likely will be with strains higher in CDB and lower in THC. If the agency approves recreational marijuana than cultivation will most likely have a higher percentage of strains that contain higher levels of THC.

Although there are current debates as to whether marijuana high in CDB or THC afford medicinal benefits not offered by conventional medication already approved by the government, there are individuals that believe the use of cannabis products will enhance or contain medicinal purposes that afford patient relief.

Currently cannabis products are being used to treat the following:

- Glaucoma
- To reverse the carcinogenic effects of cancer
- Control epileptic seizures
- Decrease symptoms of sever seizure disorder known as Dravet's Syndrome
- CDB may help cancer from spreading

- Cannabis may decrease anxiety
- It may slow progression of Alzheimer's disease
- Eases the pain of multiple sclerosis

Although there are current disagreements over the medicinal benefits of cannabis products, there is a growing number of authorities that suggest the use of cannabis products can have medicinal purposes that are beneficial to the patients that use it. This paper is not intended to be a treatise on the issues of the medical benefits of cannabis products, nor is the intent or suggestion this paper is a definitive authority on the subject. The ultimate conclusion of medicinal benefits will be determined as further study and empirical data is gathered by its medicinal use over the next few years.

CHALLENGES WITH PERMITTING CANNABIS USES

A. **FEDERAL REGULATIONS.** Although California law along with numerous other states have "decriminalized" the use of marijuana, the drug is still considered under federal law as a Schedule 1 drug and is illegal to cultivate, grow, possess, use, test, transport or essentially do anything California authorizes. Federal Law under the Controlled Substance Act defines marijuana as a Schedule 1 controlled substance. Heroin and LSD are also considered Schedule 1 substances.

During the summer of 2016 the US Drug Enforcement Agency (DEA) held hearings to reconsider the classification of marijuana as a Schedule 1 substance. Schedule 1 substances under Federal Law are defined as substances that "have no current accepted medical use and a high potential for abuse". The Agency ultimately declined to reclassify the drug and it is therefore still considered illegal to use or possess marijuana under Federal Law. My firm contacted the US DEA office for the US western states and discussed the political climate for federal government change. The head enforcement agent advised me by repeating the statement twice, "the use, possession, and sale of marijuana is considered a federal crime under the Controlled Substance Act."

Until the federal government makes a determination as to how they intend to treat the use and possession of marijuana, it is unlikely local agencies will know to what extent the US government will enforce federal regulations. At this point in time, there is a potential the Federal Government could come into a local community and confiscate illegal drugs including marijuana and prosecute entities and individuals that are participating in the industry. Although the number of States and extent of their participation in the decriminalization of marijuana on a local level may lessen the potential of federal intervention in this area, that issue will remain an unanswered question until the federal government makes a legislative determination to change current law or commences enforcement actions.

There is also the potential for private actions against the City, but we can elaborate on that issue through other more privileged communication to the Council. There is also the issuance of the Cole memorandum by the US Department of Justice, dated August 29, 2013 wherein without abdicating their authority to enforce federal law, the DOJ indicated enforcement of marijuana laws was not a high priority for the Department within states that contained strong and comprehensive regulatory structures for marijuana use. It specifically stated that it did not preclude the federal government's right and ability to enforce federal law.

B. **BANKING.** Since the possession and use of marijuana is considered a federal crime, one of the administrative and unique issues confronting most of the cannabis industry and local governmental agencies is the lack of adequate banking. Most banks are federally chartered and therefore are not free to accept revenue that is considered proceeds of illegal drug sales. As a consequence, most of your transactions, including payment of tax revenue will be in cash. Therefore, the local agencies will need to consider protocol for safekeeping of large amounts of cash and the safe transportation and logistics of depositing that cash in depositories that will accept the money.

One of my clients has been negotiating with their bank as to whether they will accept the subject tax revenue and it is still being discussed within the upper corporate management of the bank. No decision has been given yet to the agency. It is our understanding that other agencies are submitting cash to their banks, and after identifying it as municipal tax revenue, it

is being accepted. Again, this will be an issue in need of resolution and may take some time before it is worked out at the federal government level.

C. **LAND USE INCOMPATIBILITY.** Most agencies will consider a specific zone district or develop an overlay district and adopt text amendments to the pertinent zoning to allow or approve cannabis uses within those defined areas. One of the most controversial issues experienced by most of our clients is the significant portion of the community that does not want cannabis uses next to their businesses. Therefore, it has generally been a challenge for most agencies to find specific land uses or areas of their city that will afford the location of cannabis uses without the political tension created by the businesses in the area that feel this industry will lower their property values or have negative impact on their business. There is also the potential for local business to sell and move either to other areas of your city or to another city entirely. Some agencies have experienced a certain amount of business flight when cannabis ordinances have been adopted.

D. **MONOPOLY OF LAND USE ZONED FOR CANNABIS.** Historically, many of our clients have seen real estate anomalies arise when they have adopted cannabis ordinances. Due to the uniqueness of the industry, it has been observed that huge controlling amounts of land have been purchased by investors desiring to take advantage of the newly adopted cannabis zoning. In one city, we represented, one investment group out of San Francisco purchase most of the available zoned property within the City. This unfortunately had a number of adverse effects to the agency.

One effect was the immediate and significant increase in property value. Due to the willingness of the cannabis industry to purchase land or buildings at above market value, the price of property will generally increase. In one client city, light manufacturing zoned land within a couple of weeks of adoption of the cannabis ordinance by the agency, increased from slightly over \$45,000 an acre to \$450,000 an acre in price. This phenomenon creates a number of challenges. First it essentially precludes other authorized uses within the subject zone district as the cost of land eliminates most other business from being able to operate with that

sizable initial capital contribution. Second we have seen the control of a sizable amount of land by limited numbers of owners. Therefore, it has the potential of creating a monopoly within your city. This may vary substantially from city to city, but it has arisen as a concern with some of our clients. Third, the significant increase in land value creates an incentive for most land owners to want to take advantage of the profit they can obtain from selling their land. This will to some degree cause a displacement of current business (many of whom may have been long term businesses within your community) who are asked to leave and leases terminated so the owner can sell the land or building to buyers interested in participating in the cannabis industry.

E. CODE ENFORCEMENT. Although there are many very legitimate and code compliant organizations, companies and individuals who participate within the cannabis industry, and who will comply and work with local agencies on the implementation of your local cannabis ordinances, there will also be an element of operations and business that will operate in non-compliance with your ordinances. Although different from agency to agency, most of the agencies we have discussed this issue with will advise they have had to increase their code enforcement significantly to deal with permitted business that violate the conditions of their zoning or regulatory permits and those that open and operate businesses with no intent to obtain permitting.

Most agencies will develop regulatory and processing fees that cover most of the inspection, processing, permitting and other related cost to the local agency for continued code compliance with your ordinances. There will be a portion of those code costs relate to ascertaining and shutting down business that operate illegally without any permitting including but not limited to court action to terminate operations. It is unclear pursuant to Proposition 26,² as to whether those additional code compliance costs to the agency can be included as a component of the agency's regulatory and processing fees when it relates to illegal activity. As a consequence, there may be unfunded cost to the local agency related to cannabis operations that would need to be subsidized by the agency through its General Fund or other legally

² Supermajority Vote to Pass New Taxes and Fees Act (2010).

available revenue streams. The agency should also expect to add additional law and code enforcement officers to handle the additional work load related to code compliance.

F. DATA FROM COLORADO CANNABIS IMPACTS³ Colorado has been tracking for many years the impacts that have occurred from the legalization of cannabis products. The following are some areas noted in the Rocky Mountain High Intensity Drug Trafficking Area Report (RMHIDTA) of 2015.

i) Increase in driving impairment

- (1) In 2014, when retail marijuana businesses began operating in Colorado, there was a **32 percent increase** in marijuana-related traffic deaths in just one year from 2013.
- (2) Colorado marijuana-related traffic deaths increased **92 percent** from 2010 – 2014. During the same time-period all traffic deaths only increased **8 percent**.
- (3) Marijuana-related traffic deaths were approximately **20 percent** of all traffic deaths in 2014 compared to half that (**10 percent**) just five years earlier.

ii) Youth Marijuana uses

- (1) In 2013, **11.16 percent** of Colorado youth ages 12 to 17 years old were considered current marijuana users compared to **7.15 percent** nationally. Colorado ranked **3rd** in the nation and was **56 percent** higher than the national average.
- (2) Drug-related suspensions/expulsions increased **40 percent** from school years 2008/2009 to 2013/2014. The vast majority were for marijuana violations.
- (3) Positive THC urinalyses tests, for probationers ages 12 to 17 years old, increased **20 percent** since marijuana was legalized in 2013.

³ All Colorado data came from the Rocky Mountain High Intensity Drug Trafficking Area Report of 2015. These high intensity drug trafficking areas were created by the Federal Government as part of the Anti-Drug Abuse Act of 1988 and offers assistance to federal, state and local law enforcement agencies.

- (4) A 2015 survey of school resource officers and school counselors revealed similar results about increased school marijuana issues since the legalization of recreational marijuana.

iii) Adult Marijuana uses

- (1) In 2013, **29 percent** of college age students (ages 18 to 25 years old) were considered current marijuana users compared to **18.91 percent** nationally. Colorado, ranked **2nd** in the nation, was **54 percent** higher than the national average.
- (2) In 2013, **10.13 percent** of adults ages 26 years old and over were considered current marijuana users compared to **5.45 percent** nationally. Colorado, ranked **5th** in the nation, was **86 percent** higher than the national average.
- (3) Positive THC urinalyses tests, for probationers age 18 to 25 and 26+ years old, increased **49 and 87 percent** respectively since marijuana was legalized in 2013.

iv) Emergency Room and Hospital Marijuana-related admissions

- (1) In 2014, when retail marijuana businesses began operating, there was a **29 percent** increase in the number of marijuana-related emergency room visits in only one year.
- (2) In 2014, when retail marijuana businesses began operating, there was a **38 percent** increase in the number of marijuana-related hospitalizations in only one year.
- (3) In the three years after medical marijuana was commercialized, compared to the three years prior, there was a **46 percent** increase in hospitalizations related to marijuana.
- (4) Children's Hospital Colorado reported **2** marijuana ingestions among children under 12 in 2009 compared to **16** in 2014.

v) Diversion of Colorado Marijuana

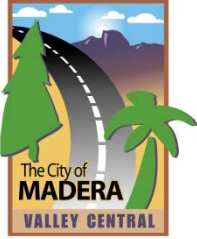
- (1) During 2009 – 2012, when medical marijuana was commercialized, the yearly average number interdiction seizures of Colorado marijuana increased **365 percent** from **52** to **242** per year.

- (2) During 2013 – 2014, when recreational marijuana was legalized, the yearly average interdiction seizures of Colorado marijuana increased another **34 percent** from **242** to **324**.
 - (3) The average pounds of Colorado marijuana seized, destined for 36 other states, increased **33 percent** from 2005 – 2008 compared to 2009 – 2014.
- vi) Related Data
- (1) Overall, crime in Denver increased 12.3 percent from 2012 to 2014.
 - (2) Colorado annual tax revenue from the sale of recreational marijuana was **52.5** million (CY2014) or about **0.7 percent** of total general fund revenue (FY2015).
 - (3) The majority of cities and counties in Colorado have banned recreational marijuana businesses.
 - (4) National THC potency has risen from an average of **3.96 percent** in 1995 to an average of **12.55 percent** in 2013. The average potency in Colorado was **17.1 percent**.
 - (5) Homelessness increased with the appeal of legal marijuana being a factor.
 - (6) Denver has more licensed medical marijuana centers (**198**) than pharmacies (**117**).

SUMMARY

The cannabis industry brings many benefits to each community that may include the increase in tax revenue to local agencies, greater availability to cannabis products that arguably may have medicinal qualities to aid in medical treatments, and the creation of jobs within the industry as well as supporting business such as trucking, etc. Legalizing cannabis as a permissible use within your community will also bring with it many challenges to the local agency resources and community as a whole.

The agency should be prepared to consider to what degree it desires to allow cannabis uses within its community, to carefully consider the land use planning impacts from the industry, the job creation versus loss of jobs from existing business, tax revenue compared to administrative costs and secondary effects identified above in the RMHIOTA report.



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

**September 21, 2016
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER

The regular meeting for 9/21/16 was called to order by Mayor Poythress at 6:00 p.m.

ROLL CALL:

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

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director David Randall, Chief of Police Steve Frazier, Director of Human Resources Wendy Silva, Director of Parks and Community Services Mary Anne Seay, Grant Administrator Ivette Iraheta, Chief Building Official Steve Woodworth, Information Services Manager Ted Uyesaka, Planning Manager Chris Boyle, Fire Battalion Chief Matt Watson, Neighborhood Preservation Supervisor Viola Rodriguez, Police Lieutenant Giachino Chiaramonte, Parks Business Manager Mark Etheridge, and Grants Program Manager Jorge Rojas.

INVOCATION: Mr. Alan Shearer, St. Joachim Church

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

PUBLIC COMMENT:

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

No comments were offered.

PRESENTATIONS Proclamation Recognizing Hispanic Heritage Month

Mayor Poythress announced that at this time they have an opportunity to recognize a very important month from September 15, 2016 – October 15, 2016. Mayor Poythress asked if anybody, other than the representatives from the organization he is going to call up here, what heritage they are celebrating. He

asked for a show of hands. He called on a Roger Evans from Evan's Feed who replied Hispanic Heritage from the audience. Mayor Poythress stated he knew he would know that.

Mayor Poythress stated that is exactly the case, they are celebrating Hispanic Heritage Month in the City. He invited Dolores Rodriguez and Rosanne Bonilla but noted that he is not sure he saw either one of them here this evening. He then invited the Director of Parks and Community Services Mary Anne Seay who is also a member of Latinas Unidas and will represent that organization. He asked Ms. Seay to tell them what Hispanic Heritage Month is all about and how can they properly celebrate this month.

Mary Anne Seay, representing the Latinas Unidas, greeted the Council in Spanish and noted that she is the Director of Parks and Community Services in Madera and together in partnership they celebrate Hispanic Heritage Month in a number of ways. One, by the City recognizing that it is Hispanic Heritage Month. Two, by partnering with their partners from Latinas Unidas and other groups to host Fiesta in the Park at County Courthouse Park on October 2, 2016 from 10:00 a.m. until 2:00 p.m. Also, this year they have partnered with Latinas Unidas and Arte Americas for kind of a cultural unpacking so to speak of Día de Los Muertos which they are going to be having art classes and dance classes, and a festive event on Friday, October 14, 2016. They encourage all to join them at Pan American Center. She advised that art classes including sugar skull making and things of that nature will take place starting at 4:30 p.m.

Mayor Poythress asked that she tell them that it is Day of the Dead.

Ms. Seay agreed and stated that Day of the Dead is a celebration to honor the dead. She asked that they forgive and added that Dolores Rodriguez was going to talk about this. She was concerned about parking when she saw it. She commented that she doesn't know a lot about it so she is actually going to attend and learn about it. She stated that there are several elements that make up a more pure and cultural celebration. She noted that Ms. Rodriguez and some of the members of the Latinas Unidas wanted to make sure that the community was celebrating the event of Día de los Muertos to the intended cultural beginnings and origins of the tradition. Ms. Seay restated that there are going to be a lot of classes, some ballet folclórico classes and a performance by their local class. Then they are going to show the movie called the Book of Life at the Pan American Park. She advised that this is all at Pan American Park on Sherwood Way on October 14, 2016 starting at 4:30 p.m. They anticipate the sun will go down around 7:30 p.m. for the movie and all of the classes and things will happen in advance of that.

Mayor Poythress commended Ms. Seay on a great job.

Ms. Seay apologized for not knowing the details.

Mayor Poythress stated this is great and she is a wonderful member and wonderful representative. Mayor Poythress presented the proclamation to Ms. Seay recognizing Hispanic Heritage Month in the City of Madera.

Ms. Seay thanked Mayor Poythress for the presentation.

Mayor Poythress called on the City Clerk for a late distribution announcement.

City Clerk Sonia Alvarez announced that pursuant to Government Code Section 54957, members of the public are advised that documents related to the following agenda item were distributed to the Council less than 72 hours before this meeting. Under Section C, Hearings, Petitions and Bids, item number C-2, subject matter is a resolution approving the Community Development Block Grant Consolidated Annual Performance and Evaluation Report, the financial summary and activity reports were distributed to the Council this evening. Ms. Alvarez advised that extra copies are available at the podium for members of the public wishing a copy.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

- B-1 Minutes – There are no minutes for consideration.
- B-2 Information Only – Warrant Disbursement Report
- B-3 Consideration of a Resolution Reappointing Bruce Norton to the City of Madera Planning Commission (Report by Chris Boyle)
- B-4 Consideration of a Resolution Appointing Christopher Huerta to the City of Madera Beautification Committee (Report by Mary Anne Seay)
- B-5 Consideration of a Resolution Rescinding Resolution No. 16-29 and Approving an Amended Application for Transportation Development Act - Local Transportation Funds for FY 2015/16 with FY 2014/15 Carryover Balances (Report by Keith Helmuth)
- B-6 Consideration of a Minute Order Approving and Accepting the City of Madera Investment Report for the Quarter Ending June 30, 2016 (Report by Tim Przybyla)
- B-7 Consideration of a Resolution Appointing Robin Ware and Brian Malady and Reappointing Loretta Castro and Linda Clark as Members of the City of Madera Transit Advisory Board (Report by Ivette Iraheta)
- B-8 Weekly Water Conservation Report September 5th thru September 11th (Report by Dave Randall)
- B-9 Consideration of a Minute Order Accepting the Delivery and Installation of the Modular Restroom at Centennial Park and Authorizing the Recording of a Notice of Completion and the Release of Retention after Recording of the Notice (Report by Mary Anne Seay)

Mayor Poythress asked if there are any items on the consent calendar that a Council Member would like to have pulled for further discussion. No requests were made and Mayor Poythress announced that he would accept a motion for action.

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

- RES. NO. 16-148 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA REAPPOINTING BRUCE NORTON TO THE CITY OF MADERA PLANNING COMMISSION**
- RES. NO. 16-149 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPOINTING CHRISTOPHER HUERTA TO THE CITY OF MADERA BEAUTIFICATION COMMITTEE**
- RES. NO. 16-150 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RESCINDING RESOLUTION NO. 16-29 AND APPROVING AN AMENDED APPLICATION FOR TRANSPORTATION DEVELOPMENT ACT LOCAL TRANSPORTATION FUND FOR FISCAL YEAR 2015/16 WITH FISCAL YEAR 2014/15 CARRYOVER BALANCES AND AUTHORIZING THE CITY ENGINEER TO EXECUTE THE APPLICATION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPOINTING ROBIN WARE AND BRIAN MALADY AND REAPPOINTING LORETTA CASTRO AND LINDA CLARK AS MEMBERS OF THE CITY OF MADERA TRANSIT ADVISORY BOARD

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

C-1 A Public Hearing to Consider an Appeal by Merchant Men Inc., Christopher Montoya, of the July 12, 2016 Decision of the Planning Commission Revoking Conditional Use Permit 1963-23, 1989-30 and 1991-13 which Cumulatively Allow for an Athletic Fitness Club Located at 1803 Sunset Avenue

And

Consideration of a Resolution of Determination on Appeal

Planning Manager Chris Boyle stated their first item on tonight's agenda is a revocation hearing for the Thrive Fitness / Fitness Evolution located at 1803 Sunset Avenue. He noted that cumulatively there are three conditional use permits under revocation for the Council's review. They are CUP 1963-23, 1989-30 and 1991-13.

Mr. Boyle stated that the location of the item tonight is located at the northeast corner of Sunset and Orchard Avenues. He advised that the zoning has been for an extended period of time an R-3 residential zone district. He noted that would be a high density residential zone and the current General Plan Land Use designation is C, Commercial.

Mr. Boyle advised that there is also a parking lot located at Venturi and Orchard. He advised that there is a little clarification on the appellant, there is some perhaps confusion as to who the property owner is or whether it is Fitness Evolution, or whether it is a Thrive Fitness and the like. He noted that the plain point of the matter is that the appellant in this matter has been the applicant throughout the process. He has been their lead point of contact and is the appellant per the application records and that would be Christopher Montoya and Merchant Men.

Mr. Boyle provided a little history. He noted that it is kind of neat in this process, looking at the various histories of this particular area of town. He stated that the club itself has been there for a long time; since 1955. In advance of annexation, originally more of a swim club / neighborhood club of sorts that was annexed into the City in 1963. He advised that that is the first real expansion that was entertained. Their building permit file shows that the first expansion was an exercise room that probably triggered the original use permit in 1963. He restated that it was originally a swim club, annexed into the City in 1963 and subsequently, along with the rezone, into a residential zone; a small intensification that led to the original use permit.

Mr. Boyle stated that from 1963 to annexation, to 1983 with the purchase by Mr. DaSilva, there are only marginal improvements. Most of the record shows a little bit here, a little bit there. He advised that there was a miniature golf course there for a time; tennis courts installed and a lot of that occurred based on a letter that was prepared by the City in 1963 for the owner of record in March 1963 which was the time of annexation to the owner Mr. Roy Lyon. He commented that the letter stated that the R-3 zone, "would allow you to continue your club operations and fully utilize your property for potential development." Mr. Boyle advised that for 20 years, albeit without much development, that letter was kept in the record.

Mr. Boyle commented that upon the purchase of the property by Mr. DaSilva in 1983, that letter was held as evidence towards the ministerial expansion of the use over time and the City did not process conditional use permits over or amendments to the existing use permit in large part because of a 20 year old letter. He advised that the record shows that building permits were issued and the expansion of the site occurred

contingent upon this statement of a 20 year old letter that said that again, that the rezone, "would allow you to continue your club operations and fully utilize your property for potential development."

Mr. Boyle stated that in 1989, which is the next CUP of record, the new Planning Director of record Ms. Leona James called out to the property owner that that was insufficient document to support the continued ministerial allowance for expansion. With that, Mr. DaSilva made application for a conditional use permit and a variance to allow for certain improvements that were not consistent with the original five conditions for the 1963 CUP.

Mr. Boyle stated that ultimately, the first expansions were the racket ball courts that grew out towards Sunset Avenue and then ultimately, the development of a basketball court and expansions of weight rooms and daycares and the like. Cumulatively, those provided for basically the building footprint you see today.

Mr. Boyle stated that from 1963, they have 20 years of non-development or little expansion of the use followed by a new owner with a letter and ultimately, not until 1989 is a use permit required.

Mr. Boyle stated that 1991 basically functions as a review or perhaps even a small correction to the 1989 action in that the five parking stalls shown in red were counted as part of a parking count in the 1989 use permit but they really weren't there. It is more of an error and ultimately, there is a review and a correction of the parking stall count. He added that 1991 essentially functions as a review of the use and there are positive findings made by the Planning Commission in benefit of the use permit.

Mr. Boyle stated that cumulatively now, 1963 they have a use permit that allows for the club in the R-3 zone noting that is per code. In 1989, along with that expansion there was a parking lot and per the Municipal Code, a parking lot requires a use permit when constructed in a residential zone. Along with that there is an expansion that came with that and a justification for the expansion based on the additional parking spaces, and lastly, CUP 1991-13 allowed for a correction in parking to the prior CUP.

Mr. Boyle referred to the graphic noting that those are fine quality plan sets presented back in the day.

Mr. Boyle stated that in 2016, flash forward from the last entitlement now. They have an approximately 32,000 square foot structure. It is served by 76 parking stalls. He noted that the uses that are entertained on the site include the original weight rooms, the swimming pool and the like. He added that it also includes some Zumba classes, yoga, massage therapy, a dance studio on the upper floor, cardiovascular training, more contemporary apparatus and the like.

Mr. Boyle stated that the membership on the site is far beyond the parking capacity of the site per any Municipal Code and there is really a different ownership structure. He added that this use in the 1960's was more of a neighborhood club. Today it is more of a corporate club albeit that there is still a requirement for paid membership.

Mr. Boyle stated that before the Council tonight is a revocation. He noted that he would like to call out the ordinance that speaks to revocation, 10-3.1311 of the Madera Municipal Code which says that, "all use permits which have been granted as provided in this chapter may be revoked by the Commission after hearing as set forth below." "In the event the user of such permit or his or her successor in interest to the real property in favor of which the permit was granted breaches or fails to abide by any of the conditions designated in such permit or conducts any use or activity on such property contrary to the provisions of the code."

Mr. Boyle stated that there are virtually two taste tests that must be satisfied in order to entertain a revocation. He advised that the first one is that the permit must breach or fail to abide by any of the conditions designated in such permit. He advised that staff included a matrix within the staff report, kind of a condensing of the condition so that the Council can digest them easily. He added that in 1963 it is very easy to make an understanding that the original conditions of approval are very difficult to satisfy today. He

noted that the athletic club doesn't operate in the same manner that it does today. He commented that the appellant has acknowledged that in additional documentation.

Mr. Boyle stated that the second condition would be that the commercial uses be the same type of the uses that are there now. Third, that the owner and future owners of the property maintain the yards and buildings in a residential manner. He added that condition #5, which is called out in non-compliance, is that the Municipal Code requirements be met.

Mr. Boyle advised that they would go through the conditions of approval for 1989. He noted that 1989 calls out that there is compliance largely here except for condition 7 which says, "the club manager shall make every effort to make members aware of the availability of off street parking and encourage its use." He advised that one means of accomplishing this is the regular reminders in the club newsletter.

Mr. Boyle stated that lastly, conditions of the CUP for 1991, be the original conditions of the use permit 1989-30 and the variance that was adopted at that time shall remain and that the, "applicant shall continue his efforts to encourage his employees, a definitive program to accomplish that should be submitted within 30 days."

Mr. Boyle referred to Variance 1983, which is not under review tonight, calls out that a written agreement for shared parking facilities with the church at Sunset and Orchard be recorded. He stated that they are not having a revocation hearing as it relates to the variance at this time.

Mr. Boyle stated they would look at these three use permits. He noted that the first use permit granted a club in a residential zone. He advised that these are the conditions of approval that guide operation of a club in a residential zone. He added that there is no movement over time to supersede them, and there is no replacement of those conditions of approval. He stated that the conditions of approval from 1989 guide the installation of the parking field. He noted that almost primarily, they speak specifically to the installation of a parking field and the findings are in support along those lines as well within the original staff report.

Mr. Boyle referred to 1991 and stated that it again speaks to the parking field because it really is a review and a reduction in the overall parking. He noted that with that said, staff would assert that if the taste test for revocation is that all use permits may be revoked via public hearing whenever the successor in interest breaches or fails to abide by any of the conditions designated. He added that per staff's analysis 16 conditions of approval are there, nine are in compliance and that is a 56% compliance rate.

Mr. Boyle stated that the second grounds for revocation is that it conducts any use or activity on such property contrary to the provisions of this code. He advised that this use has many other businesses that operate from the site. He commented that he has been working with Galaxy Dance Academy on a relocation and securing a use permit for that activity. He noted that Fitness Evolution provides massage therapy and yoga. He advised that those individuals have come to the City and asked for building permits but, since the use permit itself doesn't speak consistent to the use, the City hasn't granted business licenses along that line. He added that there are Zumba classes. He advised that you can go to a Zumba class in about 35 minutes with "Janet" this evening.

Mr. Boyle added that along with that, they look at the floor plan for the last approved use permit in 1989. He commented that there is an approved floor plan for the site and it calls out specific uses for each of those spaces on that site. He noted that today, there are very different uses within those spaces. He commented that the appellant talks about where this is kind of like a restaurant and if you look at it from that perspective, what staff is basically saying is that you basically need a use permit if there is a change in the menu. He commented that number one, restaurants are permitted uses in commercial zones and fitness clubs require a conditional use permit that has specific conditions of approval attached to it that need to be modified from time to time. He noted that clearly, modification of this use permit, the conditions of approval that guide this operation hasn't occurred for an extended period.

Mr. Boyle stated that the floor plan is the approved uses on the site. He noted that it is kind of like saying, "I granted a Subway and I've changed the use to an In N Out drive in with double ordering lanes and queuing for 20 cars." He commented that it is still a restaurant but its operational characteristics are very much the same. He noted that the analogy of restaurant and the change of menu that is called out by the appellant has some fatal flaws in that menu is not necessarily an intensification of activities in the restaurant. He commented that expanding the restaurant or the number of seats is an intensification. Asking for alcohol sales or outdoor dining is an intensification which would then call out requirements for a use permit. He stated that the connections are not clear and subsequently the real point is that in 1989 they had a floor plan and it had permitted uses of the space and those activities are not consistent with the activities on the site today.

Mr. Boyle commented on what happens when they have a condition where the use is conducted with uses or activities contrary to the provisions of this code. He stated that is there because there is no amendment to the use permit for expansion of activities. When they have intensification of activities associated use permits, they amend them and that was one of staff's recommendations. He added that because they have subtenants like Zumba and a dance academy, those individuals don't have business licenses. He advised that the dance academy does not have a business license right now and that is not consistent with the City's code. He stated that a fundamental foundation of their business community is securing a business license. He added that there is no review of certain improvements that would have signaled staff towards requiring an amendment when they have intensifications occurring that they are not really notified of until later on down the line. He commented that there are no building permits required at the conversion of racquetball courts as well. He advised that there was a building permit required for the demising wall on the basketball court. He noted that there wasn't a callout as to any potential change of use of that space. He added that consequently, there has been no provision of additional parking as a result of the expansion of uses.

Mr. Boyle stated that the last point he'd make is that when it comes to use of property contrary to the provisions of code is that when a use permit is approved, a specific finding of all use permits is that the use permit is not detrimental to health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood. He added that that finding goes on to talk about the City overall.

Mr. Boyle stated that because of no amendment to the use permit, because of these specific issues associated with not conforming with the code, they are not able to make a finding of support along the second taste test.

Mr. Boyle stated that the Council received an application for appeal and within that appeal there are five points of contention. He commented that the first one would be, the lack of substantial evidence in the record that the property owner was in violation of the conditions of the existing use permit. He noted that property owner and operator is actually in compliance with all the past conditions with the exception of the condition from 1991 requiring the current owner agreed and did prepare condition from 1983 requiring shared parking agreement with the nearby church which is an illegal condition that cannot be imposed without the churches consent. Mr. Boyle noted that is a condition of approval from a variance and it is not under their review at this time. He stated that his contention is that the CUP from 1963 allowed for the club and is specific to the operations of the club and at no time were those conditions superseded. He stated that secondly, again, the CUP from 1989 is primarily specific to the installation of parking field and an expansion which relied upon that parking field for staff support and then, 1991, specific to the correction of the 1989 parking counts. He noted that all the conditions of approval are active which is contrary to the appellant's statements. He commented that conditions have been replaced or superseded over time and there is 56% compliance.

Mr. Boyle stated that the 1989 floor plan last approved the use of the rooms and the argument is that there is no change in footprint. He advised that there has been substantial change of use of the site and added that this is a conditional use permit.

Mr. Boyle commented that also within this section of the first condition of the appeal is the operator is actually in compliance with all the conditions. Mr. Boyle noted that is not a factual assertion per staff. The second component with the exception of the condition from 1991 requiring the submittal of a written parking plan was received. He explained that it was received after formal revocation by the condition and 25 years after it was required. He commented that lastly, he noted the condition from 1983 that although it is not part of tonight's discretionary review, this condition was agreed upon by the applicant and the agreement was entered into for a period of time. He stated that his point would be that although illegal, he is not contesting that the condition of approval is very difficult to enforce. He noted that it was a condition that was agreed upon and was carried forth for a period of time. He restated, 16 cumulative conditions, nine in compliance.

Mr. Boyle commented that the second point would be, number 2 in the appeal is the Planning Commission and staff improperly applied modern city code sections to this vested CUP in determining that the facility was out of compliance when in actuality, the permit is legally grandfathered. Mr. Boyle noted that grandfathering is not applicable to the club in that it is a conditional use, that secured use upon expansion of the use in 1963. He commented that since grandfathered uses are allowed to exist without a required permit only when grandfathered uses do not expand or intensify. He added that he would go one step further and say, when existing use permits expand or intensify they are required to secure an amendment to that use permit which was not secured.

Mr. Boyle referred to the third which, stated in the appeal process, is the lack of substantial evidence that neighborhood problems complained of are attributable to the fitness facility and not other factors. He commented that he would note that there is an assertion by the applicant, was not given proper notice of violations and a reasonable opportunity to correct them. Mr. Boyle stated that he asked Code Enforcement noting that this process originally started in their Code Enforcement Division before it was referred to him on March 8th of this year. He noted that the Code Enforcement Officer of record provided him a synopsis of his communications. He noted that they never assigned a violation number. He commented that the City's Code Enforcement Division looks to try and collaborate and proactively work out these issues as opposed to fire off citations. With that said, he noted that there were multiple meetings with Thrive owner Mr. Montoya where Mr. Martinez met with him and discussed all the various issues that were problematic both the neighborhood and with the operations on the site; provided him all the conditions of approval associated with the conditions of approval; there were four meetings there over a four month period; and then cumulatively on the third of March this year, at the request of Thrive, Mr. Montoya met with the neighbors, Councilmembers, PD (Police Department), City staff at a neighborhood meeting that was held at Jefferson Middle School in close proximity to the use.

Mr. Boyle commented that when Planning staff was assigned this issue for lack of movement on the part of the appellant and the City's Code Enforcement Division, staff sent off a letter on March 30th after meeting with Mr. Montoya on March 8th. Within that letter, it states that as little progress has been made to resolve non-compliance since their original meeting, which was on October 20th, and subsequent site visit which he performed with Mr. Montoya on November 3rd, he provided direction to Mr. Montoya to submit a complete application to amend the two use permits within 30 days. He noted that would have been April 8th. He continued reading...in order to protect the status of the CUP's and to avoid the scheduling of a revocation hearing before the Planning Commission. He noted that the letter goes on to say that failure to take the necessary actions will result in enforcement action by the City including potential revocation of the use permits which entitle your business.

Mr. Boyle stated that staff is confident that ample opportunities and notice was given to the applicant and subsequently the applicant did make application for an amendment to the existing use permit. He noted that that application remains an incomplete application where an application form, an operational statement, and a filing fee was submitted. He stated that staff has asked and continued to ask for submittals with a revised floor plan and site plan where with they might do the necessary analysis and craft conditions of approval that would allow for compatibility within the neighborhood and continued compliance.

Mr. Boyle referred to number four which states that the Planning Commission did not consider alternative or less drastic solutions other than revoking the use permit, did not consider the property owners investment-backed expectations prior to taking the use permit without just compensation for its value. Mr. Boyle commented that he would say that when it comes to the Planning Commission "did not consider alternative or less drastic solutions". He noted that no applicant request for consideration of an alternative solution until the Planning Commission revocation hearing was entertained. He added that once entertained by the appellant, the Commission did not support the alternative request and moved for revocation. He stated that again he would note that an application had been submitted earlier but it remained incomplete. Mr. Boyle referred to the issue of taking and stated that the issue of taking is not applicable to the findings for revocation.

Mr. Boyle referred to number five which states that the potential violation of due process in that some of the decision-makers may not have been unbiased prior to hearing the evidence. Mr. Boyle commented that staff has considered this statement and due process has been followed. He stated that there has been a noticed public hearing for revocation by the Planning Commission and in advance of that, a review of the use permit was performed and all noticing has been completed consistent with ordinance. Mr. Boyle stated that along the lines of unbiased, there is no evidence that any decision makers were biased as it relates to the processing of this revocation.

Mr. Boyle stated that in order for the Council to act, the ordinance states that the Council may by resolution affirm, reverse or modify in whole or in part any decision determination or requirement of the Commission. He further stated that the Council shall make the written finding of fact setting forth wherein the Commission's findings were in error.

Mr. Boyle stated he would digress for just a moment and allow for the City Attorney, Brent Richardson, to provide additional clarity.

City Attorney Brent Richardson stated he just wanted to kind of elaborate on what is before the Council tonight so that they are clear as to what their task is. He stated that the section that is on the screen before them basically outlines what the decision is tonight. They can do one of three things after holding the public hearing and considering all testimony and presentations. He advised that the first would be to affirm the decision of the Planning Commission if they feel that that is appropriate. The second option would be to reverse the decision of the Planning Commission. He advised that if they do that, there is a requirement that they make findings as to where the Planning Commission erred. He commented that the last would be to modify in whole or in part the decision. He stated that in this case since it strictly was a decision, either yes or no to decision to revoke the use permit, a modification wouldn't be something involving, as he sees it, the initial decision didn't involve developing conditions of approval or anything like that, so it is strictly a modification. As he would interpret that in this case might be either changing the effective date of any revocation if they so see fit or possibly, he believes there are three CUP's in play. They could choose to maybe revoke one and not the other, something to that effect would be what he would see as the universe of modifications in this case. He stated that they just need to keep that in mind. They do have a resolution in front of them that has those three options so at the end of the proceedings tonight then they will need to consider that. He added that as an aside, the vote on this tonight is not the normal heightened vote. In the past they have had occasions to consider appeals on denials of use permits. He noted that there is a heightened vote standard on that particular type of appeal. On this one, there is not the heightened vote standard so it is just a simple majority of the Council. He turned the discussion back over to Mr. Boyle unless the Council has questions.

Mayor Poythress stated that Mr. Richardson is the City Attorney.

Mr. Boyle stated that staff would recommend that the City Council adopt a resolution of determination, after an appeal hearing, affirming and upholding the Planning Commissions revocation of Conditional Use Permits 1963-23, 1989-30, and 1991-13. Mr. Boyle stated that completes his presentation.

Mayor Poythress asked if there are any questions of Mr. Boyle.

Council Member Holley stated he wanted to go on record and say that the meeting that was held was not at Jefferson, it was at John Adams.

Mr. Boyle and Mayor Poythress thanked Council Member Holley.

Mayor Poythress asked if there are any other questions before they open the public hearing. No questions were asked.

Mayor Poythress stated that before he opens up the public hearing, what he would like to do is open it up to hear from the attorney representing Mr. Montoya. Then also, if there is somebody in the neighborhood who would like to address the Council that would be fine also before they open to the public. He advised that for the public hearing they will limit comments to three minutes so that they can get through and hear all the comments and so forth. He added that this will be a time when there is more of an expanded opportunity. Mayor Poythress asked for name and address.

Sophie Treder with Treder Land Law, Inc. located in Santa Margarita, California stated she is here tonight representing Merchant Men Inc., the owner of the physical lot itself, and Thrive Fitness and Fitness Evolution which are the owners of the gym business that occupies the site. Ms. Treder advised that she sent the Council a letter earlier this week to cover some of the history of this property and as a response to the staff report in the hopes that they don't have to go through it point by point here tonight. She knows there are a lot of people here tonight who want to speak to the Council tonight and she thinks the Council's time is probably more valuably spent listening to them. She apologized that it was a lengthy letter but she wanted to cover as much ground in advance of the hearing as possible to leave it open for public comment tonight however, she is happy to answer any questions that the Council may have about the content of the letter.

Referring to the letter, Ms. Treder stated that the gist of it is that they do not believe that there are any violations of the currently applicable conditions of approval. The reasoning for that is set forth in detail in that letter with the possible exception again that it does appear that no parking plan was ever submitted so they have submitted one for Council's consideration to satisfy that particular condition.

Ms. Treder offered a brief response to staff's presentation. She did want to note that intensification of a use is not illegal pursuant to a valid use permit; only non-conforming uses are prohibited from intensifying their use over time. She added that particularly whereas here there are no express limitations on the size of the operation. She noted that there is nothing in the existing conditional use permits that say you are limited to "x" number of members or "x" number of people. So that intensification of use, they don't believe, actually applies here. Regarding floorplans, she noted for the record, are always conceptual. She commented that if a floorplan was binding it would be included and referenced in the conditions of approval. Instead, they are usually part of the application. She stated that all businesses with valid permits are allowed to renovate and update unless the renovation actually rises to the level of triggering a building permit and of course, they have obtained building permits for all the renovations that have occurred over the last 25 years here at least everyone that actually triggered a building permit under the code. Finally, she just wanted to note that property owners are not required to come in and apply for a conditional use permit when their existing use permit is still valid so that is why they see that prior to Mr. Montoya having legal counsel he did at first start to fill out an application for a new use permit and then he was counseled by his legal counsel not to do that until they've resolved the current use permit.

Ms. Treder stated that, more importantly, tonight she just wants to focus on solutions because they do feel very strongly that there is a solution that can be obtained here tonight and a win win for everyone. She added that the most important part, she would say, of what they submitted to the Council is the parking program. She wanted to walk through that with the Council but before they do that though, she thinks it is important for them to understand a little bit more about the on the ground reality so that they can appreciate the potential solutions.

Ms. Treder stated she hopes that by now the Council have all had a chance to visit the gym itself either get a tour from staff or just walk around on their own. She referred to the display which she noted is obviously the outside of their gym. They can see the landscaping here. She noted that this slide is important because they believe it directly counters the one allegation that they are not in compliance with the landscaping requirements even assuming the 1963 requirements are still applicable. She thinks it is also important to note that what makes this gym stand out is this is the only gym in their community with a pool and she thinks they have heard from many residents how important that feature is to them and why they use this gym as opposed to any of the other gyms that they might have the opportunity to use. She stated that there is a sense, at least there was at the Planning Commission, that nothing has been done to try to address these problems. She referred to signs that have been prominently maintained and placed by Thrive urging their members to keep the neighborhood clean, to keep it safe, to use the off street lots. She stated this helps fulfill and does fulfill that condition that every effort be made to encourage the use of off street parking which they have also done through newsletters and website. So again, they strongly dispute the allegation that they are in violation of a condition that requires them to actively encourage their members to use the off street parking.

Ms. Treder stated she has had the opportunity to visit the gym on several occasions now and to observe the parking at various times of day and she wanted to run through some photos that she took with them. She stated that this first series of photos was taken at 5:00 o'clock on a Wednesday afternoon. She noted that this is the off street parking lot at the corner of Venturi and Orchard. They can see that it is approximately 60% full at that time. She commented that gyms have their peak hours right after work and their data, and any other gym owner, will tell them that their peak hours are from 5:00 to 7:00 p.m. is when they have their most check-ins, the most people on site. She stated that is a unique feature of gyms that they have to bear in mind here. She added that just because a gym has 3,000 members or 5,000 members doesn't mean they are all visiting the gym at the same time. She further added that gym visits are very clustered at certain peak hours and then the rest of the membership is spread out. They can kind of think of it almost as a bell curve and the best part about it too is that the visits are transitory and the average gym visit lasts less than an hour and one-half and then the person is out of there and moved on to other things.

Ms. Treder described the next photo which is looking down towards the residents at the end of the parking lot who has specifically complained of certain things that they have tried to address in their parking program and she will get to that in a moment. She added that it also shows that down towards the end of the lot is where a lot of the open spaces are. She noted that of course people want to park as close as possible to the gym so they use up the other spaces first. She moved to the next photo which shows the street parking at 5:00 o'clock; this was in July which is why the sun is still so high at this point in the day. And it shows them that there is still street parking although it illustrates something she is going to get to in a moment when they talk about solutions which is that the on street parking is not necessarily being efficiently utilized. She thinks if they look at this they can tell that they could easily fill another car in there if these spaces were striped.

Ms. Treder displayed a photo showing 5:00 o'clock p.m. on a Wednesday looking down. They are currently standing in front of the parking lot with Orchard on the right and looking down Orchard. She pointed out Venturi which is the cross street and they can see that it does not appear that there is any gym parking at all taking place on the street. She stated that the car further down appears to be a residential car because if it was a gym member it would've parked probably much closer.

Ms. Treder showed a photo noting that this is standing in front of the gym with the back to the gym. She stated again 5:00 o'clock p.m. on a Wednesday and it again shows them that there is available street parking that has not been used up immediately in front of the gym and in front of the church that does not affect any residents.

Ms. Treder moved on to the next photo which is from her second visit at 3:00 o'clock p.m. on a Wednesday. She explained that this is showing that at 3:00 o'clock p.m. she counted; there were exactly six cars in the parking lot and lots of open space both on the street and the lot. She advised that there is one residence on what she is going to call the short block. That is the block of Orchard that runs between Sunset and

Venturi. She noted that there are no cars parked in front of that residence nor should there be noting that it does appear to be a red zone here that protects that mailbox. She added that there are no cars parked on the longer block or what she calls the remainder of the block in front of that residence at 3:00 o'clock on a Wednesday afternoon.

Ms. Treder commented on the next photo which is looking down Orchard the other direction showing them again that there does not appear to be any parking impact at all. Moving on to the next photo she explained that this is standing looking across Sunset with your back to the gym standing in that short parking lot at 3:00 o'clock on a Wednesday.

Ms. Treder stated, just to orient them....noting that she would put it this way that Wednesday's might not necessarily be representative of their peak hour. She asked that they let her tell them what their peak time and peak hour is. She stated that Monday's are a gyms busiest day. She thinks any gym owner will tell them that. They call it the guilt day; right, you feel guilty, you haven't worked out all weekend, you sat on the couch, you watched football, you ate poorly and fresh start to the week, ok I am going to start working out this week right after work every day. She stated that the peak hours on a Monday are between 5:00 and 7:00 p.m. as she said. So if they want to get in a sense of what the maximum impact of the gym on the neighborhood is they need to look between those hours on a Monday which they did. Their statistics show that they might have 150 people using the gym during the peak 30 minutes of that period. She asked that they again remember that some people check in at 5:00; some people check in at 6:45 and they don't monitor checkouts so they have to take the hour and one half that they are there and see how often they check in to try to narrow it down to a window, a 30 minute window when they have their maximum bodies on site actually working out. So the maximum bodies on a peak Monday, and this is probably a Monday in like January near the beginning of the year when people are starting over again. She noted that the first quarter is always the busiest.

Ms. Treder added that they have to take into account, as they did, the people who walk to the gym. She noted that there are many as she thinks they are going to hear tonight that live in the neighborhood that walk to this gym for convenience; people who bike to the gym that maybe they get their cardio in via bicycling and they come to the gym to use the weights. And then carpoolers noting that there are lots of people who come together and ride together to work out. She stated that means if they've got a peak body count, so to speak, of 150 people on site for that one 30 minute period, they should be able to accommodate 100 cars in parking. Right now they have the ability to park 108 cars on the block just in front of the gym. She referred to the display which shows the block of Orchard that only has this one residence on it and then the second one down here at the remainder of the block, and then this little strip of Sunset. The way they counted that is there are 63 spots striped in the Venturi and Orchard lot. There are eight spots in the front lot. There are four spots on Sunset right in front of the gym. There are six spots on the short block, three on each side in front of the church and then there are 14 spots on each side, on this side, and that is measuring legal parking spots. She stated that finally there are four spots in the back lot with the potential to add more; that is those five spots that were never added that they heard referenced in the staff report. She noted that there is an old patio area right there. She hopes they can see the mouse. She advised that there are nine more spots on the remainder of this block so before they ever get to Venturi down Orchard or on the other side of Sunset, they have the ability to accommodate 108 cars. She advised that is only again, they only have to accommodate those cars for a 30 minute period on their peak day, one day a week. She stated, the rest of the time again, the gym looks very representative of the photos she showed them earlier.

Ms. Treder stated that getting to that is going to require a few solutions and that is what they addressed in the parking plan. She just wants to briefly walk them through that parking plan because it is important.

Council Member Medellin asked Ms. Treder if this parking plan was presented to the Planning Commission.

Ms. Treder replied that they presented all of the details to the Planning Commission so the content is the same. She advised that they did not have it in writing the way the Council does now. What they had asked

for was a continuance of the Planning Commission hearing so that they could work with staff and work with the neighborhood to actually put the parking plan into writing but they were not granted that continuance.

Council Member Medellin then questioned that the Planning Commission has not seen the presentation the Council is hearing right now.

Ms. Treder replied that they have heard the presentation of the content of the parking plan, the elements, but they haven't seen it.

Council Member Medellin thanked Ms. Treder.

Ms. Treder displayed the parking plan.

Council Member Foley Gallegos stated that Ms. Treder said that she recruited the residents to come up with this parking plan.

Ms. Treder replied that they had asked the Planning Commission for a continuance to work with the residents and that continuance was denied so this is...they just went ahead and put what they presented to the Planning Commission down in writing for the Council. She commented that it is important to note based on that though they are still asking for a continuance to work with staff. She advised that this is a conceptual model of the parking plan and as she will get to here in a moment, they do believe they have the opportunity to add what is essentially de facto conditions to their permit tonight notwithstanding what the City Attorney had advised via the parking plan. She stated that in other words, there is a condition that requires them to have a parking plan, what is in that parking plan and then they of course have to abide by that parking plan. She stated that what is in that parking plan is open for discussion and input by both the Council and the neighbors so that is the vehicle by which they want to essentially give them the opportunity to "modify" their permit.

Ms. Treder stated that it is imperative that they understand how much of the problem is due to the gym members and the first part in doing that is the member decal stickers so everyone new and old members would be assigned a decal sticker. If they have four vehicles in their family, they will get four decal stickers so that they can easily tell that they belong to their members. And, for instance if your car breaks down, you have a rental or something, they come in that day, they can get a guest permit for that day.

Ms. Treder continued by stating that again, making members aware of the off street parking and providing incentives. She stated that their position is that they just tell members, you need to use the off street parking. She noted that legally they cannot prohibit them from parking on a public street. If they would, they could but they just can't; it is only the City who can do that. But, they are going to say, hey, if you are a member, you need to park in the off street lot; that is what it is there for. She added that employees are going to routinely patrol looking for both violations, blocking of driveways, etcetera. Then also, providing incentives for members who do use the lot such as free training, discounts on memberships, etcetera. She added that they are going to do everything they can to make the members aware of the impact on the community; this is a residential area, if you come at 5:00 in the morning to work out don't double click your key fob, see if the lights go on on your car, that will tell you if it's locked. She commented that they don't need to have the horns going off etcetera.

Ms. Treder addressed parking lot security. She stated a lot of this delves into other issues that they heard from the neighbors were a concern. She commented that having regular employee presence is important. They did hear members of the public say that they thought it was important that the members be identifiable as gym members and not potentially just somebody roaming the neighborhood with illicit purposes in mind. Ms. Treder stated that employees in gym uniforms will be assigned to regularly patrol the streets during all gym hours about once every 10 minutes, 15 minutes, similar to the way at a grocery store, you send somebody out to gather the carts every so often. That way they can also, if they document any problems with their members' behavior based on the decal stickers, they can jot down immediately that member's license plate number.

Ms. Treder stated that parking lot gates will go a long way they believe towards addressing security concerns. She noted that it sounds like one of the big problems is illegal activity taking place in this parking lot at night when the gym is closed because unlike the church, there aren't any barriers blocking entrance to the parking lot so they will immediately install those.

Ms. Treder stated that security cameras will allow them to monitor the activity in the parking lot both during business hours and outside of business hours. She added that nowadays you just get an app on your phone. At this very moment she could go to her law office and tell them if there is anybody on the porch and tell them what they are doing. She stated it is very, very easy with current technology. Ms. Treder stated that night time recordings with this type of technology are motion triggered so in other words, they can get an alert when somebody walks under your camera at two in the morning or something and see what just happened.

Ms. Treder addressed lighting retrofit as necessary. She advised that this is something they want to proceed with caution because they heard from some neighbors that they feel like it is not safe because there isn't enough lighting in the parking lot. They heard from another neighbor that they don't want light pollution and they don't want lights shining in their house at night all night so she thinks that has to be done very carefully and only with the input of the neighbors but it is something they are absolutely willing to do.

Ms. Treder stated that their next component of this, once they get beyond the actual parking lot itself and the parking program, complaint recording and enforcement. This is something that various other businesses have put in place with relative success. She stated that nowadays, again with technology, people can text or email their complaints. They can take a photo with their phone and then they can immediately follow up on that. She stated there is a protocol for complaint verification and response, and all complaints will have to be followed up to get an initial response within 24 hours and then be told what the resolution of that complaint was within five days.

Ms. Treder stated that finally, and they feel this is the most important part of the plan is community enhancement measures noting that again, curtailing the hours of operation is something they are open to because of the residential character of the neighborhood. She noted that current hours are until 11:00 p.m. and shortening that up to 10:00 p.m. would be something that they are absolutely willing to do. They have also found with other gyms that because there are so few people using the gym between 10:00 and 11:00 it doesn't actually really impact the neighborhood so much but having that presence and the business open is actually a crime deterrent in neighborhoods that are concerned about crime. She added that sometimes they want the gym open until midnight because you at least know that there are reliable people in the neighborhood. She advised that is something they want to listen to the neighborhood about and find out what their preference is.

Ms. Treder commented that some neighbors are concerned about the clang from the weights in the weight rooms and that is a very easy fix. Soundproofing takes care of that and they have written that into the plan. She noted that as they can see, this is a little bit more than a parking plan but they wanted to use it as a vehicle for addressing all of the concerns that they have heard today and making it binding on them so that everyone doesn't have any worries that they are going to have to comply with this.

Ms. Treder referred to trash cleanup and gathering. She stated that is part of the regular patrol duties of the gym members as they walk blocks in the parking lot and then also having maybe some regular events for their members who want to volunteer and get involved in the community; pruning some trees, doing some landscaping, whatever needs to be done in the area. She added that is a chance to forge a bond between the gym members and the community, and educate them about the standardized rules.

Ms. Treder referred to neighborhood watch group and noted that it does seem that there is one neighborhood watch sign up there already so the neighbors have already taken this upon themselves. She added that getting the church and gym involved in that is something that she thinks would be very important because it would allow for a structure that will allow for regular meetings between the church, the gym and

the neighbors to talk about the current issues. She stated that would keep the lines of communication open every month, and if they have officers of that group, that allows for protocol for communications.

Ms. Treder referred to long term neighborhood solutions. She stated that again, this is something that they feel is really within the purview of the City but, they wanted to get the discussion rolling and start talking about what the most appropriate solutions might be. She commented on speedbumps and traffic controls noting that one of the biggest things is that the intersection at Venturi and Orchard is not fully controlled. She noted that there are no stop signs at Orchard so nobody has to slow down as they drive off of Sunset by the gym and through the neighborhood until they get to the next block and park. She stated that is an easy fix. She added that striping the parking spaces so that there is efficient use of the on street parking that they already have and striping keeps people from parking in front of driveways and mailboxes if you stripe it correctly.

Ms. Treder commented that another more extreme example would be one-hour parking zones; green zones essentially. Another is a residential only parking program where you have to have a residential permit to park on certain blocks, on certain streets. She noted that these tend to be self-sustaining or sometimes revenue generating for cities because of the fines that can be levied for violations. She stated that in other words, they tend to pay for themselves and don't tend to cost especially if they are talking about a limited number of blocks here.

Ms. Treder stated that finally there is a community traffic and safety charrette. She commented that what was interesting to her in reviewing the file for this particular site is that, it seems like there is nothing new under the sun here. She explained that in other words, the same things that are complained of today were complained of in 1991. They can see them detailed in the staff report for the 1991 permit. She noted that neighbors had called in and complained about cars blocking their driveways or their mailboxes and the City traffic engineer, 25 years ago, had said, well, let's consider one-hour parking zones or let's consider a residential only parking zone. She commented that these are not new solutions; it is just simply that they have never had a chance to be implemented and tried and tested. They feel really strongly that they need that opportunity to have that happen here. She noted that this is a gym permit that has existed and a gym that has existed for over 60 years and a lot of their constituents rely on this gym.

Ms. Treder stated that this is going to sound like a funny analogy but when she was a kid, she and her sister went to Venice with their parents. They were about six and seven years old and she remembers the tour guide telling them that Venice was sinking at a rate of two millimeters a year. When they were getting ready to leave the city, her sister looked at her parents and goes, is that true, is Venice really sinking. Her parents said, yes it is and her sister gets in the car and goes, well, "x" off Venice and it was like ok. As they all know, you don't just "x" off Venice. You don't just say, oh well, you know, I guess the Roman Empire decided to build on a lagoon and bummer, it's going down, it's been here for a long time but we will be sad when it is gone. She then stated no, they rely on technology. To date they have these automatically inflatable dams that keep the water and the high tides from coming in; there are all kinds of things. Ms. Treder stated that is an extreme example but here they have a business that was built perhaps not in the wisest location. She noted that at the time it was built, it was a great location. She commented that City planning over time has gradually allowed the encroachment of the residences around it but there are solutions to the problem. She feels like the Planning Commission a little bit, they just kind of x'ed off the gym---oh okay, four months of complaints, oh gosh, bummer, too bad so sad.

Ms. Treder stated that the timeline here is that there were informal discussions, meetings with the neighbors that led to a number of programs and things that were implemented at the gym but there was no formal notice that the CUP (conditional use permit) was at risk; no written notice that the CUP was going to be revoked until March 30th and four short months later, despite her request for a continuance, the permit was revoked, permits that existed for almost 60 years.

Ms. Treder stated that what they are asking here tonight is that they take the time to consider the impacts of this decision and to use the revocation as their last resort. They do believe, they are very optimistic that there is a chance for a win, win here. She thinks the vehicle for doing that is the parking plan. She noted

that the CUP does require a parking plan. They believe they are in compliance with all of the other conditions, at least the ones that legally apply to them.

Ms. Treder stated that the Council can take the parking plan under submittal tonight. They can schedule to continue it out for another hearing in 12 months, in six months. She thinks the Council has a number of options at its disposal tonight and they would really encourage the Council to consider all of them and allow some of these solutions to play out because she thinks that is the best possible result not only for the gym owner but for the taxpayers of the City, the constituents who use the gym, and the residents of the community. Ms. Treder thanked the Council.

Mayor Poythress thanked Ms. Treder. He then asked if there is anybody from the neighborhood who would like to represent the neighborhood before they open up the public hearing. Mayor Poythress asked that they come up and give their name and... (There were a few comments from the audience. Not audible.).

Mayor Poythress commented that the Council is running the meeting and they haven't opened up the public hearing yet. He advised that this is the owner after the attorney. They are going to let the neighborhood representative come up then they will open up the public hearing. He noted that this has nothing to do with the sign in sheet and thanked them.

Christopher Montoya stated he is the owner of Thrive Fitness and managing shareholder of Merchant Men, Inc. who owns the property. He noted that he didn't get to talk last time. He really wanted to just say something that he thinks is important. He advised that he is born and raised in the valley. He has seen a lot of things change and a lot of things grow. He started out in the gym business when he was 18 years old. He added that 27 years later he is still in the gym business even though his mom told him to get a real job early on in his career.

Mr. Montoya stated that he worked in the Bay area for a short period of time. He was partner in some clubs. He had his first son and decided to move back to the valley. His grandparents were here and they decided to raise their children here, and they decided to invest in a club in Madera. He commented that he and his wife talked quite a bit about that. They came to the City and spoke to the City if there were any pitfalls, what was going on with the property. They got the green light and they invested almost everything they owned into it. He kept \$5,000 out. He doesn't know why but he figured that was enough to keep him alive for two months if something were to happen. He added that there has just been a lot said about them and the company but he is really proud of what they have done here in the period of time that they have been in Madera. He is proud of his staff and the impact they have had on so many lives. What he didn't know was how much he would be impacted in what they have done. They've really got a chance to walk life with people; people that walk into the club and have some ailments, things going on with them, some health issues. They've got a chance to celebrate with people. They've got a chance to cry with some of their members when they've lost their spouses. He thinks they've done something special that he would hate to see go away. He would hate to see themselves just give up and say hey, we were just another business, we were just some business on the corner that can come and go easy. He is proud of being able to watch his staff buy homes. He is proud that they can give them a paycheck to do that, to build families, to pay for their schooling, to leave noting that is probably one of the hardest things he has had to do is write those letters to tell how great the staff was as they were leaving them to go somewhere else but they were off chasing their dreams and what they wanted to do in life.

Mr. Montoya stated he just wants to make sure that the Council understands that they tried really hard to do the right thing to build something important and they have poured a lot of effort into their members and their staff. He noted that it is just hard sitting in the audience and having people say this or that about you. He just wanted to stand up and share that with the Council.

Mayor Poythress thanked Mr. Montoya.

Cynthia Hurenkamp, residing in Madera, California, thanked the Council for the opportunity tonight. She stated that that camera was pointed at her house as shown on one of those photos. She stated they

appreciate the opportunity to speak tonight. She is speaking on behalf of a number of neighbors who live next to the Thrive Fitness facility. She asked her neighbors to raise their hand so the Council knows who they are.

Ms. Hurenkamp stated that as the appellant has sought to influence the outcome of this decision tonight by bringing letters from countless members whose lives would be disrupted by the closure of Thrive Fitness, they would like to introduce themselves as those whose lives would be severely disrupted by its continuance of doing business in their neighborhood so that the Council can make a fully informed decision.

Ms. Hurenkamp stated that these other people she speaks for tonight are regular citizens of Madera just like everyone else here except Mrs. Treder and Mr. Montoya. She stated that many of them are lifelong residents and have owned their homes in the neighborhood for decades. Some of them own businesses; many are retired. She noted that "Patty" plays the organ at the church; "Roger" is a retired bus driver; "Tom" is a retired Police Officer and Code Enforcement Officer noting that he is in the hospital tonight; "Liz" is a teacher; "Reed" is retired from the school district and volunteers at the church; "Gerald, Karen and Roger" own a business in the City; and she has a homebased chef business. She stated that "Louise" has lived in her house at the corner of Venturi and Orchard since the site at Sunset was a miniature golf course; "Cindy" works at a chiropractic office; and "Steve" works at Walmart. She commented that they are just like them.

Ms. Hurenkamp stated that they keep their yards neat. They don't play loud music. They don't hold garage sales on the wrong day of the week and they have lived in utter harmony with each other since they have been here. They consider themselves good citizens and good stewards of their community. They didn't bring any expensive out of town attorneys or a long list of names on a petition tonight. They just brought themselves and a copy of the City's Municipal Code.

Ms. Hurenkamp stated that the journey to this podium tonight began a long time ago, years actually. She advised that she would like to provide just a little background to the situation that has led them here so the Council will understand why they are requesting that they uphold the Planning Commission's decision to revoke Thrive's conditional use permits effective immediately.

Ms. Hurenkamp stated that until recently, they've never had a problem with the athletic club on Sunset or the parking lot on Orchard and Venturi. She added that in fact, many of them were members of the Madera Athletic Club for quite some time when the facility was a community club and entertained much fewer members. She stated that the owners, then the DaSilva family, were model citizens to the community in all of their business endeavors and the Madera Athletic Club blended beautifully into their homes and lives but then something changed. She noted that the club was sold a couple of times and after a few years they started noticing an insidious decline in their quality of life. It happened slowly over time but noise, traffic, and crime started seeping into their community. She added that bad things started happening in the parking lot and bad people started coming in to use it. Litter left over from a lifestyle different than theirs began to appear in their yards: used condoms, drug paraphernalia, beer bottles. She noted that had never been the case but there they were sweeping them up in the mornings. She commented that individually neighbors reached out to Mr. Montoya who was running Thrive during mixed martial arts from the site with their various concerns. She noted that promises were made to tone down the noise from the weights, the classes held in the alleys and in the streets, and promises were made to fix the lights in the parking lot and clean it up. She stated that so many promises were broken over the years that they had all been pretty much worn down and had given up. They wondered why call anymore. They felt neglected and victimized and didn't know where to turn anymore.

Ms. Hurenkamp stated that last year things got so bad that they were compelled to act. She commented that crime was at an all-time high in the dark parking lot making it a literal den of iniquity: car break-ins, overnight guests, drug deals, drug use, romantic hookups, you name it. She stated that the traffic was out of control. She referred to Tom Fraser, who couldn't be here tonight and who lives kitty-corner to the parking lot and spends a lot of time in his front yard in his retirement was incensed by the assault on his home by the traffic and volume of cars. She added that it was not just that but the speeding cars tearing out of club parking lot going dangerously fast. They couldn't get to their home safely anymore because of all the cars

parked on the street. They blocked their view forcing them to pull out into the street to even see if it was clear. They are dodging dozens of jaywalkers emerging from between the cars often in the dark. She added that even driving home became tiresome; never mind living there.

Ms. Hurenkamp stated that last September they passed out a flyer to all the affected parties before them tonight. They gathered last September 22nd to discuss their concerns and what to do about them. She stated that they were just too ignorant to know that forming a neighborhood watch group may have accelerated their process. They went ahead anyway. They had about 25 people show up and they put together a three page list of concerns; not the least of which was the impending grand opening of the Sassy Cat Latin Dance Studio on September 29th in their neighborhood. She commented that the Facebook post showed 1,200 people had been invited to the 7:00 to 10:00 p.m. event on Friday in their neighborhood. They said, good heavens. There are only 76 parking places and where would all these people go. She stated that their neighborhood was being trampled into the ground with an onslaught of people. Thinking there must be some rule against some or all of this, they put together a PowerPoint presentation with photographic and video documentation of the concerns and presented it to the Neighborhood Revitalization group, or Code Enforcement as Mr. Boyle earlier mentioned. The department took their information, approached Mr. Montoya on their behalf and nothing changed.

Ms. Hurenkamp stated they were told Planning was looking into the matter. They waited for some change to occur but nothing did. They rolled into the holidays and Thrive was in full membership drive mode. She added that offers to join Thrive Sunset were on shopping carts, Facebook, signs out in the parking lot, regular mass mailings to their homes, and who knows how many others. She stated that they really wondered how this could be. She added that each and every invitation to join was just like another slap in the face after all of their concerns about the volume of parking and traffic and ingress and egress. They were still bringing more people in every month. She noted that it just seemed inconceivable.

Ms. Hurenkamp stated that the holidays and new year were dark times for them literally and figuratively. She noted that the shorter days brought longer hours of darkness and the lights in the parking lot still remained off. She stated that the place was overflowing with guests and the City was doing their work as they saw from Mr. Boyle but the membership drive continued: a new meal pick up service was announced by Thrive inviting even more people to the site. She added that Super Bowl Sunday was spent dealing with the consequences of vehicle break-ins in the parking lot. She stated that the only indication that Mr. Montoya had even heard of their complaints was that the signs were posted around the parking lot asking guests to respect their neighborhood. However, they didn't and don't do any good.

Ms. Hurenkamp stated that they thought they might get some in late February when Council Member Andy Medellin became aware of their situation. Looking for a win-win for each of them, Council Member Medellin encouraged Mr. Montoya to meet with them directly to see if they could come to some sort of agreement and work together. She advised that in good faith, they did go to that meeting. They saw a picture of that and it was hosted by Mayor Poythress. She stated that they went to John Adams on March 3rd. To their dismay, Mr. Montoya spent most of meeting as is his custom describing what a good member of the community he is and they weren't really given any time to voice their concerns.

Ms. Hurenkamp stated that the meeting did nothing to improve communications and many neighbors left frustrated. She added that days went by, another flyer arrived inviting them to join. She stated that the new banners went up and the place started calling itself Fitness Evolution; a new face. They looked them up and found out that they have an "F" rating with the Better Business Bureau. She noted that that sure didn't bode well. She referred to Good Friday which resulted in more time spent on vehicle break-ins, follow up with officers and detectives for identification purposes. They began to pin all of their hopes on the City being able to do something.

Ms. Hurenkamp stated that the City did do its job as they saw from Mr. Boyle. She added that various departments began working with Mr. Montoya to modify his license to do business, as he mentioned, to better reflect the activities occurring at the site. She stated that the 56 compliant rate became evident and Mr. Montoya needed to get that application in. She noted that unfortunately again, no follow through, was

incomplete. She stated that as a result, they had to move the process forward, seek that public hearing for revocation. She noted that got them on the agenda and they could finally get heard. They began to think that positive changes could actually be on the horizon. She commented that even though it was a non-public hearing item, several of them showed up to the Planning meeting on May 10th and what a surprise. She stated that a sudden last minute letter from Mr. Montoya's attorney in the hands of the commissioners requesting of all things more time to deal with this matter.

Ms. Hurenkamp stated that the Commission granted the extra time and Mr. Montoya was told to come back with, quoting from the Planning notes, "a nice tidy package that the neighbors are happy with and that's workable." She stated that naively, some of them actually thought that the knock on the door might come or the phone might ring. Instead they got another flyer in the mail and the parking lot lights remained off.

Ms. Hurenkamp stated they rolled into the summer feeling abused and frankly victimized. She noted that there was not even an attempt to even look as if any improvements were being made. She advised that none of them can even use front or back yards noting that club members and activities lap up to their very driveways and backdoors.

Ms. Hurenkamp stated that on May 26th they held their first neighborhood watch meeting and the police officer on site documented all of the same old concerns and they had no nice tidy package when they went in to the Planning meeting in July; just more flyers and a ton of hope that they would finally get some relief. At that meeting they met Ms. Treder, counsel for the appellant, who had just that day toured the parking lot for the first time, and they met Mr. Chopra from Fitness Evolution. She advised that Ms. Treder stated that they already had a decal program in the planning notes for its members yet the document filed for the City on September 15th proposes only a future decal program. Ms. Hurenkamp stated that when Mr. Chopra was asked, he told the Commission he hadn't been informed of any City action when he invested in the site with his Fitness Evolution business. She asked what kind of person would hide that information in doing business with others.

Ms. Hurenkamp stated that most importantly, the Commissioners were told by Ms. Treder, that they, quoting from the Planning Commission notes, "have the idea of sitting down with the neighbors and the City officials to hear all the concerns." Ms. Hurenkamp stated that when Ms. Treder had been advised that this hadn't gone very well in the past, she insisted, quoting, "there is a new driver of the bus and she is very motivated to make this work in very short order." She added that Ms. Treder also said that the decal program, the complaint hotline, along with the incentive program, would all be in place in the next 30 days. She commented that that was at the July meeting that they saw proposed tonight is a future program; would be in place in 30 days. She noted that instead, it is still just a proposal. Ms. Hurenkamp added that Ms. Treder said they were looking into security cameras but, if things that were to be implemented in 30 days are still in a proposal stage by now, what is the timeline on looking into.

Ms. Hurenkamp stated that Ms. Treder suggested that based on her pass-through walk of the parking lot that the lack of sufficient parking was self-correcting because it ceases to be convenient. Ms. Hurenkamp noted that Ms. Treder hasn't spent enough time there to see the hundreds of cars parked sneaking out like tentacles from the club down streets in all directions. And she thinks some of them may have been witness to that.

Ms. Hurenkamp stated she is getting close to the end. She apologized but noted that this year's long journey for them is difficult to summarize but she is almost done. She added that Ms. Treder agreed, at the last Planning meeting, that outreach and trust to the neighbors are the number one priority--outreach and trust. She asked that they note that there has not been one phone call, not one letter, not one olive branch since that meeting. She stated that there has been and is no communication at all to any of them from Mr. Montoya or Ms. Treder; not one. She stated that they were to be the number one priority. She restated that it is right there in the notes. Instead of the number one priority becoming the neighbors, it became the members and the employees. Instead of outreach to them, the outreach went to all the victimized members and employees of the club, furious efforts to save Sunset took place. She noted that hundreds of signatures were gathered, emails flowing from seniors who need to work out in the pool at the doctor's

recommendation, employees who won't be able to feed their family if they lose their jobs. Ms. Hurenkamp stated that they do feel sorry for these people. She added that if only Mr. Montoya would have taken care of business, if only he would have followed the rules or even tried to work to get things fixed, none of them would be here. No one would lose their swimming pool and people could lift weights to their hearts content.

Ms. Hurenkamp commented that with the latest maneuver to gather signatures, Mr. Montoya has deftly turned the City and the neighbors into the bad guys, and the club members into the victims. She asked how well does any of this bode for any future form of operation in this neighborhood and countless opportunities to work with them have passed by. She added that Mr. Montoya's behavior before and throughout this process has been shown to be detrimental to every aspect of their lives. She noted that their communication lines have completely broken down. She commented that the members have been manipulated into believing, they (neighbors) are all horrible people and they somehow have a right to a club here without any regard to the well-being of others. She added that Mr. Montoya and his counsel have proved themselves to be untruthful and any hope of going forward together in some sort of altered or minimized way isn't an option that they see as viable. She commented that this Council cannot set any conditions for the operation of this facility and in earnest believe that these new conditions will somehow be met given how the old conditions were trampled on, retired. She stated that they feel abused. They are asking the Council for protection under their Municipal Code to enjoy their lives and their homes free from any business operation which is, quoting, "detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood." She noted that as such, they implore the Council to reject the appeal before them and uphold the Planning Commission's decision, unanimous decision to revoke these conditional use permits that allow for the operation of this facility in their neighborhood. They ask that they do so effective immediately.

Ms. Hurenkamp stated that concludes her comments and noted she is available to answer any questions.

Mayor Poythress asked if there are any questions.

Council Member Medellin stated that Ms. Hurenkamp had mentioned early on in her presentation that there were promises made regarding the noise from the gym, the parking lights. He asked if that was with Mr. Montoya and when did that take place.

Ms. Hurenkamp replied that around 2012-2013 a lot of the neighbors including Louise's husband Larry. They were offended by the loud music that had started so really going back to 12/13, people just kind of calling over and individually going, hey, could you turn the music down and not really realizing that maybe the guy down around the corner was maybe saying, could you stop slamming the weights. She added that it was very specifically Mr. Montoya and Louise has told her that he has met in her family room and promised these things would be fixed.

Mayor Poythress noted that there are no other questions and thanked Ms. Hurenkamp.

Mayor Poythress opened the public hearing. He stated they are going to keep comments from each individual to a maximum of three minutes. He noted that they have a sign in sheet and the City Clerk will call people up as they signed in.

City Clerk Sonia Alvarez advised that she would call three names at a time so they can be prepared when their turn comes up. Ms. Alvarez called for Larry Lihosit, Abraham Giron, and Sanjiu Chopra.

Mayor Poythress asked that they give their name and address.

Larry Lihosit, residing in Madera, California, stated he has been at his residence about 21 years and he has been a member of Thrive Gym for over 20. He has come here to urge the Council to grant the appeal so that the gym can continue to operate. He thinks there is a copy of a letter in their packet that he wrote in which he outlined in detail why he thinks it is important. He noted that the main gist of it is real simple, noting that Ms. Hurenkamp mentioned herself, health, welfare; that is exactly what the gym is. He

commented that they have a shortage of parks. He stated that this business actually steps in and takes a portion of what the City should be supplying to them very effectively. He stated that it is the health, safety, and welfare of the community, old and young. He commented that every day and every night, for six years, he has been retired so for six years he gets to play. He goes to the gym twice a day and he goes whenever he feels like it noting that it is wonderful. He goes at 6:00 in the morning. He goes at 9:00. He goes at 6:00; whenever he feels like it. He stated that the information that was supplied to the Council in the neighbors report is misleading and exaggerated. He commented that Mr. Montoya's counsel is providing for the Council a very truthful, number one, scenario, and number two, a solution. He wants them to work together. He would like to see the City work together to keep this vibrant business going for their own safe and health/welfare. He noted that it is important. He is lucky. He is one of the lucky ones. He hasn't been in the hospital. He doesn't take medicines but he attributes that to more than 30 years of taking care of himself. He stated that the more people that do that, noting that the Mayor knows that because he is a runner as is the Mayor's wife. He asked if the Council has any questions. He doesn't want to go on and on.

Mayor Poythress stated he thinks they're good.

Mr. Lihosit thanked the Council for the opportunity to speak.

Grants Program Manager Jorge Rojas translated for Abraham Giron.

Mr. Rojas stated that this is Abraham Giron who resides in Madera, California. He is speaking for himself and his wife Sylvia. His wife had two grand mal seizures and is paralyzed. In 2012, he did not have access to Medicare or therapy. The gym was the only option he had for his wife to regain her ability to walk. It would be a great tragedy for this gym to close because persons like his wife need the facility. When his wife began to walk, she would walk for five minutes and then have to quit walking. Last Tuesday she was able to exercise for an hour. That motivates her a lot and gives her a lot of energy, and it does the same for him. He has a daughter at UC Merced studying psychology and a daughter in grade school with a straight A average, and the ability of their mother to improve reflects in their ability of their schoolwork. This is how it benefits him as well; his testimony he wants to give.

Mayor Poythress thanked Mr. Giron.

Sanjiu Chopra with Fitness Evolution stated he wants to say that all his comments are meant to be respectful. He stated that Ms. Hurenkamp mentioned, last time he came and he was a little bit caught off guard with the Commission...what he does know is that Chris Montoya is a really good guy and he has really tried to make this a good place. He added that when you think about the facts here that this has been a gym for over 60 years, a majority of these neighbors moved in after the fact that the gym was already there. He stated that after the last meeting it was really interesting because someone came up to him and said thank you and he said, what are you thanking me for; and he said, well I am glad it is you guys and not us getting our use permit getting taken away. He noted that it was the church across the street who told him how there are two churches and two schools and how they have meetings on Wednesdays and Tuesdays, and other nights where they have other events that are taking up parking but no one is saying anything to them. Mr. Chopra stated that none of that stuff is taken into account. It is just hey, let's focus on this gym that has been there for 60 years and because one room is used a different way than what they wanted to use or maybe because Madera has grown from what, 9,000 people to over 60,000 people. He noted that their town is growing. He stated that this is a place where they came in as a business real excited to do business and honestly, this kind of stuff scares people, it scares them. He asked that they imagine they walk in and there is a business grandfathered there for 60 years and all of a sudden someone says, well we just feel it didn't comply with 1991. He just wants to say for the record that they really try. They do a lot of things for the community. Mr. Chopra knows after that meeting he went and tried to talk to several members, and they heard Ms. Hurenkamp say it herself, these people. He noted that her verbiage has been these people; that their people are members that are going out to be fit are drug dealers. They are having sex in these places. They are doing other things. He noted that these are the things that were mentioned at the last Planning Commission meeting; these are the things that are being mentioned. He

added that it is not about the fact that what this gentleman said, we are taking people off of medication; we are getting people off of drugs. He advised that they employed 50 plus people in this community. He asked that they think about that. They are going to take away 50 jobs because ten people decided to live near a gym that is growing. He wants to be respectful. He stated that his comment is not to say anything negative. He just wants the Council to think about the global impact here. He asked that they think about this that Chris Montoya, as this gentleman said, met with them in March of '16. In July of '16 they revoked his conditional use permit and they are talking about these things how, imagine your conditional use permit and your livelihood is taken away and then she is talking about how they are supposed to go in and implement all these things after they are sitting here fighting for their life in front of the Council today. He wanted to remind everybody that is what they are here for. They have constantly said they want to be a part of the community; not apart from it. He knows it is a hard decision. He just wants to say they do a lot of good for the community.

Mayor Poythress thanked him.

Mayor Poythress reminded everyone that when somebody is up here speaking to please let them speak without any comments or any emotion because they want to have some dignity here and some respect for the speaker. He understands that maybe somebody on whichever side could say something that you might think is untruthful or offensive or whatever but asked that they please try to hold back. He would really appreciate it.

Ms. Alvarez called the next three names: Jon Wall, Sandy Opfergelt and Margie Klair.

Sandy Opfergelt, residing in Madera, California, said she prepared her notes not really knowing the background on the gym; only that the gym had a possibility of having its business license revoked or their doors closed. For her personally, she became a member because she had cancer. She had three surgeries. She had a month of radiation and she had 34 rounds of chemo in 15 months and she was depleted. She had no strength and no stamina. The doctor, seeing her frustration and even though she got through the treatment, asked her if she has ever heard of Silver Sneakers. She had not and Googled it. It is was at this gym. They have certified trainers and because of the pool. She knows that might not be a lot to them, but it is huge. She noted that they call it Silver Splash. It gave her a start. She didn't know where to start. She didn't even know what she could do because she felt so depleted. She commented that it is kind of like exercise for dummies. She needed a trainer. It was provided in the class, and the environment and the camaraderie of everybody supporting each other was huge. She felt welcome the first time she went. She couldn't even lift her arm higher than her shoulder and now she can go over her head. She stated that it is a blessing and it does good. She added that for a business to be punished because it is successful; if the parking lot is full that should be a good thing. She commented that they should find a way to put this together; to be a benefit and a win for the City. She noted that they can be courteous and good neighbors to the people who border this. She understands their concerns. She knows every time she walks her husband would carry a plastic bag because they would pick up litter on their street just because it is going to end up blowing in front them. She understands those concerns. After a while it becomes frustrating but she would like to think that the City would find every option possible to find a way to bridge this and to keep that business open because it is a true benefit. She stated that she had a lot of things down here and she didn't say any of them but thanked them.

Mayor Poythress thanked Ms. Opfergelt.

Margie Klair, residing in Madera California, stated her husband used to farm here since 1982 when Madera was very small. She stayed in Santa Clara because she had a good job and both her boys were in college. She came here three years ago because her husband got really sick and he passed away. She was thinking of going back until she found out about the Silver Sneaker and this gym. The last year they were in the process to sell her farm then her son took over and she got hurt. She fell from the tractor or something. She has been to so many doctors in Fresno and therapies since last year. Nothing was helping her until she started at this gym and working with a good instructor. They are very good and the pool especially. At one point she was ready to go back, sell everything but now she is settling in here. She loves the community

since her husband's dream was to farm and they will continue farming. She wishes to keep the gym. She understands what the neighborhood concern is because as her friend Sandy said, they both ride together and then they were even planning to go there in the winter time. They can walk there because they are not far from there. A lot of their friends ride their bike or they walk there but she does sympathize with the neighborhood. But as her friend Sandy said, they pick up a lot of garbage around their houses too. She wishes everything patches up and bridge together, the gym and the neighborhood.

Mayor Poythress thanked Ms. Klair.

Ms. Alvarez called the next three names: Sharon Kelly, Jeannie McAbee, and Terry Painter.

Sharon Kelly, residing in Madera County, stated she makes the trip in to Thrive or Fitness Evolution now three times a week. If they are wondering why she needs the assistance, she is a double amputee. When she first started going to Thrive, she could barely stand up straight and she certainly didn't make much progress watching. That is why she is saying there must be solutions. She stated they all have options and there must be solutions that they can find to overcome this rift. She commented that this is the first City Council meeting that she has ever attended and her first immediate impression was what a witch hunt on both sides. She is saying to the folks, get it together, keep these people who need this facility here in this community. She stated that if they revoke the use permit from this facility, she will be forced to go to Fresno and that is where she will spend her money. She would prefer to keep it here where she lives within this community. She asked that they strongly consider it and give it everything they've got to make it work.

Mayor Poythress thanked Ms. Kelly.

Terry Painter, residing in Madera, California, stated she lives two blocks off of Orchard. Each day she goes down Jefferson to Orchard then from Orchard down to the gym parking lot if she is taking her truck. If she is riding her bicycle, she parks the bike in front of the gym. She has been going there for about a year now. When she heard about the trash thing, noting that she is just getting things second hand, she couldn't believe it because she travels that. She works out five to six days a week at this location. She was just really surprised. She stated that this is a Godly thing but she found out that throwing trash is a sin. She asked that they believe her. It hits her like when you discover that something is a new sin, so she discovered trash. Even when she is recycling it is a sin if you put it in the wrong place. She really notices trash and there is no trash and there is no trash in the parking lot either when she parks there.

Ms. Painter stated that the gym located at Sunset and Orchard is an asset to the City of Madera. She added that it not only offers the usual gym equipment and experience but it has an indoor heated pool which provides excellent exercise programs for seniors and members. She noted that the heated pool offers persons with health problems, and she has been a leader somewhat in the aqua aerobics, and persons that she is working with have diabetes, fibromyalgia. She added that one individual has very severe MS (multiple sclerosis). She has worked with him personally and he commented to her after one Tuesday, the Thursday when he came back, he said he had actually improved. She noted that his condition is severe. She added emphysema which she has. During the year that she had been going there, she was getting close to where she was going to have to have oxygen but no, she lost 35 pounds and she does not have to have. Her lungs have expanded because she can even swim the length of the pool now. She stated that this place is so extraordinary and important to the residents of this community.

Ms. Painter stated that exercising using low impact water resistant leads to strength training, increased flexibility and balance. Aqua aerobics reduce stress, anxiety and even depression and that definitely is true. She added that persons with back, shoulder, knee problems also benefit from the aqua aerobics. She is very sold on it.

Mayor Poythress advised Ms. Painter that her three minutes are up. He noted that they got her point and thanked her.

Ms. Alvarez called one last time for Jeannie McAbee.

Jeannie McAbee, residing in Madera County, stated she lives up in the foothills. She comes down every Monday and Wednesday to do the water aerobics because her back will not allow her to do regular exercises. This benefits her because the gym is in the area. She just hopes that the City and gym can work together to figure out where it can stay so people who need it can use it.

Mayor Poythress thanked Ms. McAbee.

Ms. Alvarez called the next three names: Robert Ybarra, Mari Arredondo, and Meghan Oxelson.

Robert Ybarra, residing in Madera, California, stated he oversees the day to day operations at Fitness Evolution, formerly Thrive Fitness. He has been there for about 3½ years. In that time, he has had the opportunity to work under Mr. Montoya who has really been a role model for him by helping express his love for health and fitness to all their members. Every day that he is there is a blessing to be able to see these members come in and out. He is familiar with all these faces in here. He can name them off: Jesse, Tyrone, Terry, Larry who left, Mario who was in here earlier. He noted that they see them on a day to day basis and to be able to see them and grow with them every day that you are there is truly an honor to be able to share that. He added that to see a growing facility, a growing business, to witness it essentially for succeeding and inspiring lives, inspiring change in others, would be besides him. As far as he is aware from when it was taken over by Mr. Montoya, it was not doing too well. That is why there weren't that many members. That is why the lots weren't that full. Since the time he has been there, it was a growing business and since then they were able to just, really not only within that facility, within the community...so many outreach programs that he was able to do, things that they weren't being paid for they were volunteering, spending their time out in the community and that was all at the point of Mr. Montoya who led that and inspired that change. At this point he would just wish to grant that appeal of that revoke.

Mayor Poythress thanked Mr. Ybarra.

Mari Arredondo, residing in Madera, California, stated she is part of the neighborhood. She is for the neighborhood. She lives in front of the gym. Her house is close to the gym so she is very impacted and in fact, she might be the one neighbor that is most impacted by it. She doesn't know when the attorney took the pictures. She usually has two to three cars parked in front of her house morning, evenings, late at night. She has had vandalism in the last six years. She has lived there for 38 years. She honestly does not believe that this club...she understands that some of these people here need the club. She stated that they need their neighborhood. They need their homes. She retired 13 years ago. She thought she was going to have this nice, quiet, wonderful retirement. She is actually in the process of thinking of moving because of this impact. She stated that it is not so much the club; it is Mr. Montoya. She noted that the club is small so you have to say, this is for a certain amount of people. She added that Mr. Montoya is not into that; he is more into more and more and more clients, constantly. She commented that he has been told that there is no room, there is no parking but every week he is more clients and more clients.

Ms. Arredondo stated that because of the fact that Mr. Montoya brought up how wonderful he is and how he has seen his employees just grow and wonderful things, not to name names but, she understands that he promises and doesn't come through. She stated that he promises raises; doesn't come through. Ignores. She added that some of the employees are already gone. She herself, when it opened and she heard something, she helped whether he knows or not. She has provided supplies, crayons, paper, pictures; no more. She stated that she doesn't go out in front of her house anymore. At night, the cars are going, she's scared. She is seriously scared. Sometimes she will go out late because she forgot to water. She waters late. There are people walking through. There are people parked. She sees people coming in the dark, coming up to pick up their cars and she is like they could get hit.

Mayor Poythress thanked Ms. Arredondo.

Meghan Oxelson, residing in Madera, California, stated she is a born and raised Maderan. She apologized for the attire. She teaches at Madera High. They had jersey day. She left her two kids at home; a daughter

that goes to Sherman Thomas, part of the community, her two parents were over here, both 74. They have gone to the gym. Ms. Oxelson stated that she was at this gym in her mother's stomach so she has been around. Her parents live two blocks from there. She is down a little further. She moved back to Madera. She stated that the gym is a part of her life. She is there every morning between 6:00 and 6:15. She has her daughter there in breakdancing. Her son is in one of the other dance classes. She stated that the dance, from what she understands, is moving and she does understand that is going to take out a lot of the parking. She is for the gym. She wants the gym there. She does believe some of the pictures that were taken by the gym's lawyers weren't really honest. She thinks 6:00 o'clock would be a much better time to take the pictures of the impact to be honest.

Ms. Oxelson commented that Madera is growing. They used to be able to drive their bikes. Her parents used to pick them up. They lived right in front of John Adams. They went to Washington for many different reasons. They rode their bikes across town. She would never ride her bike across town anymore. She stated that is unfortunate but Madera is growing. Her parents live one block from John Adams. They cannot drive out of their driveway between 7:30 and 8:15 or 2:10 to 2:45. She stated that it is unfortunate and maybe there are solutions to it but they need to find them. She urged them to be extremely creative in their solutions. She doesn't think they have found them yet but throwing the baby out with the bathwater is what this feels like. She knows they keep referencing the pool but she learned to swim there. Her children have learned to swim there and as they have heard from everybody else, there are many people that are hurt by not being heard. She stated it is unfortunate but if they can figure out another way around that, she thinks their next generation is going to benefit from having this type of thing in Madera. She stated that they don't have much to offer. She stated that something that the gym does offer, especially standing up for Madera High School, their cross country. They are fantastic. They run around town. They go to the gym. The gym allows them to come in and get water and take a break if they need it. They've always offered free membership to foreign students that come to Madera. She added that God forbid, poor things that end up in Madera for a year from someplace else but they encourage the community. She is not sure what else to say other than she urges them to be extremely, extremely creative in their solution. She added that there's got to be one.

Mayor Poythress thanked Ms. Oxelson.

Ms. Alvarez called the next three names: Mike Fuller, Steve Salter, and Joe Rodriguez.

Mike Fuller, residing in Madera, California, stated he wasn't going to speak tonight. He advised that he has been out of town all summer. He just found out about this today from his hiking partner who he originally met at the gym. He won't say he is neutral because he has been a member of the gym off and on since he moved here in 2000. He added that he is also very sensitive to the residents in the neighborhood. He lives downtown. They have a new courthouse in front of his house. He commented that he hasn't gotten hit coming out of his driveway yet but he expects it to happen because he can't see because of the cars parked in the street despite his request for a stop sign. He added that this isn't necessarily an impact to the courthouse but he heard a reference to condoms. He has seen that in his neighborhood as well as human feces, urine and trash. He noted that they are not very pleasant things to deal with so it is not just a gym issue, it is a Madera issue that they have those issues especially as a growing city. He added traffic issues as well. He generally rides his bike when he goes to the gym. He stated that it is faster from this part of town to the other part of town during peak traffic. He restated that he is very sensitive to the impact on the residents.

Mr. Fuller stated that he too has benefitted greatly from the gym. He is not currently a member because he has been gone all summer and he was busy with International Women's Day in the spring. He stated, with all due respect to Councilman Medellin, that he suggested he sit down but he has back issues, knee issues, shoulder issues, neck issues. He also has mental health issues which he is actually surprised he is admitting that to the public to the point to where he has been a patient at the Madera County Behavioral Health Department. He is bipolar and he suffers from PTSD (Post-Traumatic Stress Disorder). He used to be medicated. He is not anymore. He is no longer a client of the Mental Health Department either and that is to a great degree because of the benefits he has gained from the gym. He came here tonight not to

speak but to see how the Council responds particularly because this is a growing issue and a growing community. He noted that the City is going to have issues like this coming up quite a bit.

Mr. Fuller stated that the last thing he will say is that he has had so many impacts in his neighborhood that it is likely he is going to move. It is just that the impacts are great enough and he has other interests in other communities so it is possible he may leave. He is not suggesting that the gym is to the point that the residents in that neighborhood should leave but it is an issue that the Council is going to have to deal with going over time. He noted that the last thing he will say is, as they know, he can be pretty outspoken and he is no stranger to political campaigns but as he has matured to personalize issues and make attacks on people and question their integrity, he doesn't think that is the most positive contribution to the effort. He stated that Mr. Montoya also knows that he is pretty outspoken too because he speaks up to him as well but he thinks he has been a great asset to the community and has done a lot as well. He is sure Mr. Montoya will make a great effort to minimize this impact.

Mayor Poythress thanked Mr. Fuller.

Joe Rodriguez, residing in Madera County, stated he has been a resident of Madera for the last 45 years give or take. He stated that that gym is his second home. He is way healthier today by the grace of God and that gym. He had high blood pressure. He was diabetic borderline and he was losing his license at the same time. He is a commercial driver so he has to keep his health up. That gym has been a blessing to him, his wife, his children. It has been to all of them. He looks forward to take his grandkids there because he sees that gym and it is part of Madera. It has been here so long. He understands the concerns of the residents. He is a homeowner as well and he has a few concerns in his neighborhood but he doesn't want to throw them out of town or tell them to leave because minuses here, minuses there. He is sure they can come to a medium somehow. He likes to talk to these young kids there. They are from high school because he sees a lot of them and they are rough kids but they are at the gym and they are telling him, you know Joe, since I started coming to the gym, I stopped drinking, I stopped smoking marijuana, I am getting healthier. He stated he is able to talk to these kids and encourage them so they don't go down the wrong path of life like some of his brothers did which are incarceration right now for a couple of decades. Even himself almost because growing up in Madera there was nowhere to go. If they closed that gym down, where is everybody going to go? They are going to have to travel to Fresno. These kids ain't going to be able to go. They are going to be out there on the streets and God knows what they will be doing. They will go back to their old lifestyle. He stated that he is just here to support the gym because it has been a blessing in his life and he has seen it in many of those kids and a lot of the seniors in there too. He likes to talk so it is a social place for him but it has made him a healthier, better, productive citizen of Madera. He hates going to Fresno. He noted that every time he wants to have a good dinner with his wife or they want to shop, they've got to go to Fresno. He stated that he almost joined a gym in Fresno on Herndon and he said, why am I going to be taking my tax dollars over there and then for the gym too. Then he hears of this and here he is. He has been up since 4:00 this morning because he has an early shift but this is crucial to him. He understands these neighbors but asked that they find some type of medium to balance this out. That is all he is asking.

Mayor Poythress thanked Mr. Rodriguez.

Steve Salter, residing in Madera, California, stated he and his wife have been members of the gym for about 2½ years. They usually go workout between 4:00 p.m. and 7:00. He has never seen really any trash, never a beer bottle, never any drugs. He is 51 years old and they just go there to stay healthy. He owns his own house too but when he bought his house, he didn't want traffic around his neighborhood either. He made sure not to buy by a commercial lot. That is basically all he has to say.

Mayor Poythress thanked Mr. Salter.

Ms. Alvarez called the next three names: David Keyser, Maggie Lihosit, and Rosalie Robinson

David Keyser, residing in Madera, California stated he is a member of the gym. His wife is as well. He is actually here representing Madera County Special Olympics. He stated that the gym has allowed their organization to use their heated pool. He noted that it is the only heated pool that there is. They currently have 15 athletes that practice at the gym and then ultimately end up going to competitions throughout the State of California. He stated that Special Olympics is near and dear to his heart. He has a son that is disabled. He will say that the gym actually granted them a temporary membership for his son. His son has severe autism so he is very sensitive to noises and just different things will really bother him. He stated that they being unsure of how he would react in that situation, the gym didn't put them in any sort of position where they were forced to pay for a membership for him without finding out first. He really believes that the owners were very kind to them when they didn't need to be. That is all he has to say.

Mayor Poythress thanked Mr. Keyser.

Maggie Lihosit, residing in Madera, California, stated she has been a member for 20 years and she happens to have some back issues. She had to take medication. Since she started going to the gym and using the water exercise classes, the swimming, and any kind of exercise that she can do in the water has helped her in such a way that she still has a problem but she doesn't need medication. She added that she is mobile thanks to that. She knows of course of other people because she has seen a lot of people in the pool that walk in with a walker and if it wasn't for the pool, they would have not even been able to do that. She does feel for the neighbors personally hearing their situation will make her more conscience of where she parks and things like that but she would really, really, like that somehow they could work this out so that the gym could continue and hopefully help the neighbors too.

Mayor Poythress thanked Ms. Lihosit.

Rosalie Robinson gave her address in Madera County and stated that they will notice it is not in the immediate neighborhood. She visits Billy Goodale frequently. She noted that Ms. Goodale doesn't get around and she isn't able to use the gym anymore. She also visits Zetty and Virgil Gabrielson in the neighborhood who are not able to. And last year, she volunteered in the TK (transitional kindergarten) at John Adams. She stated that the impact on the traffic is extremely negative. She stated that this gym is too large for the neighborhood. She noted that if the profits are as good as it sounds like they have been, this facility should have expanded to a different neighborhood a long time ago. She stated that the issue is code enforcement and creative business practices so that a residential area will be appropriately impacted.

Ms. Robinson stated that you slow down as you drive past Thomas Jefferson or as you come from John Adams anyway if you are doing school hours. She noted that the people she has been seeing jaywalking have not been the disabled people. They have been people with earphones over their ears who wander across the street any time of the day without taking a good look at someone who is driving by. Her opinion is that she doesn't know why a renewal of a use permit hasn't been required before now. She commented that the problem is three or four years old. She knows that people jaywalk more even in school zones lately but for health and safety, they have to allow for how people behave. They have to provide adequate parking or else limit their membership. Otherwise, they are not doing their members a favor and they are certainly not doing the neighborhood a favor either.

Mayor Poythress thanked Ms. Robinson.

Ms. Alvarez called the last name on the list: Scott Linsky.

Deputy City Clerk Zelda Leon stated that Mr. Linsky advised her that he will no longer be addressing the Council tonight.

Mayor Poythress opened the item up to anybody else who has not signed in who would like to make a public comment. He asked that they feel free to come up and state their name and address.

Gerald Holiday, residing in Madera, California, stated he is one block away. He stated that he is not impacted by the noise that is going on but the traffic he is. He stated that it is not only at the intersections by the health club but even a block away, people are taking the corner at about 30 miles an hour. He stated that there have been a few accidents over there. People park in the street. He advised that one incident was that he was at the corner of Venturi and Orchard creeping out into the intersection so he could see if it was safe or not and he almost got hit by doing that but there was no other way to do that. Another time there was a truck in his lane going the opposite direction. The truck was parked there. Mr. Holiday stated that he motioned him, you are in my lane. The driver was right there talking to somebody and the driver told him to go around. Mr. Holiday stated that it is that kind of attitude that adds problems to the neighborhood. He thinks that in his letter he wrote about the safety conditions noting that it is probably in the Council's packet.

Mayor Poythress replied that it was.

Mr. Holiday stated that the DaSilva family set the baseline on how that club could operate for years. He stated that there was no problem when the DaSilva family was running the facility. He would just say to take a look at that. He added that everybody in town knows that it is impacted negatively. He offered to answer any questions.

Mayor Poythress stated they are good and Mr. Holiday said it all. He thanked Mr. Holiday.

Mayor Poythress stated that he was reminded by the Mayor Pro Tem to let everybody know that when they are done with public comment, that will close public comment for the evening. He added that otherwise somebody says, well wait a minute, I want to respond to this and that. He stated that kind of creates disorder and they can't do that.

Tyrone Carter, residing in Madera, California, stated that while he was sitting there he forgot his address but now he knows it. He advised that he lives across the street from the Mayor. Mr. Carter stated that he does go to the gym and it has been a great blessing. He feels that the gym has a responsibility to the neighborhood and he believes that the neighborhood should not have a closed mind. He thinks that, and he says this to the neighbors, if they could just give the gym another chance, if they can get some people...he doesn't know if they have a board of directors or someone who can help them to get this moving forward to where they can come up with some solutions. He noted that this is because the neighbors want their neighborhood to be a safe place, to be a good place. He added that all of them in here want that. He commented that they don't want in their hood trash and all of the other things and crime. He stated that there is a place where they can go to where they can work this out to be a benefit to everyone. He will say this, leave, go home and have dinner, if they can't work it out then he suggests that they close the gym down. He noted that that is going to impact a lot of people.

Mayor Poythress thanked Mr. Carter.

Mayor Poythress asked if anybody else wishes to make a public comment. No other requests were made and Mayor Poythress closed public comment.

Mayor Poythress stated that what he would like to do is look to his colleagues, after this evening of testimony and so forth, and see what comments they would like to make, or observations, or analysis, whatever they would like to do. He called on Council Member Holley.

Council Member Holley stated that years ago he sat on the Planning Commission for the City. He has always told the City that if they kept building on the west side of town that it was going to get overcrowded and it has done that. He noted that they had the southeast side and they didn't want to use at the time. They kept building on the west side and got overcrowded. He stated that they are in that situation right now. He added that it is not the gym that is causing the problem. It is the people where they are parking. He has been over there several times before this incident never happens and he looked around their City. He noted that if everybody was to use the parking lot, they would probably save some of the parking. He

goes to Sierra Vista School every day. They have a big problem over there with parking during the day. They have it at night when they have some PTA (Parent Teacher Association). He commented that parking in Madera is a problem. He doesn't care where you go. How they solve it is work together. He stated that they need to come with a solution. He hates to see people lose jobs because they are complaining about not having parking. He stated that trash is something that happens everywhere. They can look outside and your yard will be clean. The wind comes up and you've got more trash in your yard than you know what to do with. Council Member Holley stated that is just the nature of the beast. He stated that they need to find a way to work together. He hopes that this City is not in the opposition of closing people, losing jobs. They don't want folks going to Fresno just to get the service that they can provide here in Madera. He stated that closing down a job hurts him to see that happen. They are trying to get jobs to Madera not send them away. He watched this gym and Mr. Montoya work throughout their City and do a lot of great things that people don't even know that he does. He stated that Mr. Montoya's business has done a lot for the City and they don't want to lose that because they don't want to work together.

Council Member Holley stated that he has been in Madera probably longer than most of them out there. He was born and raised here. He has watched it grow. He has been on both sides of the streets. He has been a Councilman. He has been a Planning Commissioner for the City and the County. He has seen things happen in Madera and it is growing. They have to expect growth if they want to survive but how they work toward it is working together. He was at the meeting that they had at John Adams. He sat back there and he listened. He stated, we want to work together. How they do that is getting Mr. Montoya and a group of people to sit down with the City. He commented that they did it all backwards and left it up to Mr. Montoya and he didn't know what to do with it. But, as he comes out here today, he knows what he wants. He asked how can they get there. Council Member Holley stated that the City needs to help out and work this out. He stated that the City Planning Department needs to come up with some kind of solution to where they can get this gym to provide what people want in the neighborhood. He stated that is how they do it. They've got to show some love and understanding. They can't be bitter about this. They can't just say, I don't want it in my neighborhood. He stated that if they come over to the southeast side of town, they will see what he is talking about. They have it in their neighborhood everyday but they need to work together.

Mayor Poythress thanked Council Member Holley and called on Council Member Oliver.

Council Member Oliver stated he would like to take the opportunity to invite up perhaps Mr. Chopra with Fitness Evolution or Mr. Montoya. He wanted to ask a couple of follow up questions as to the business operations if they don't mind, or perhaps counsel.

Council Member Oliver stated that they obviously had great feedback from both sides. He really wanted to get down to their business plan, the market for fitness facilities here in Madera, why they invest here. He noted that there was mention to growth at this particular location. He asked that they give him a little of an overview as to their membership, their growth over the past year or couple years, or perhaps attrition rates. He asked what some of the markers are that they look at as a proprietor in the fitness industry to have a viable and profitable business enterprise.

Chris Montoya replied that over the last few years the attrition rate has been really high at the Sunset location so they are losing close to 90% of the people they sign up in numbers. So if they sign up 100 well there is 90. Before that they had a quick growth rate and they purchased the club on Cleveland to keep up with that. In fact they took CrossFit out of the facility. They took martial arts out of the facility so they have tried to stay ahead of the growth of that facility but as they can see, the facility has done a great job of touching people's lives. He has tried to do the best he can to teach that to the young people that work for them. He stated that Sunset has done a great job until about a year ago they are losing pretty close to what they are gaining.

Council Member Oliver commented that Mr. Montoya said he shifted his martial arts. He asked if he ceased those operations.

Mr. Montoya replied no it is on Pine Street. It has its own facility.

Council Member Oliver asked that they elaborate for the record what their business relationship is. He understands they have a property owner. They have Fitness Evolution, representative who purchased the business.

Sanjiu Chopra replied that Mr. Montoya's company owns the property now. Mr. Chopra stated they are operating the gym. He noted that Fitness Evolution is currently operating the gym.

Council Member Oliver asked how many facilities Mr. Chopra has in his portfolio.

Mr. Chopra replied that in total they have 47. He heard the word corporate and stated that they are not a corporate company. They are a smaller company. The reason they came to Madera is that they felt that it is a great opportunity. They have six stores in Fresno. They are actually the largest operator in Fresno. They had a lot of people from this community that reached out to them and said, we want you here in Madera. He stated that they have the club on Cleveland that they are in the attempt of expanding. They have had some run-ins with the City there as well of trying to let them expand there.

Council Member Oliver asked if he can provide any estimate as to the breakdown of the use of the facility whether it be the percentage of people that use group exercise or the aqua aerobics programs or the machine weights. He stated that typically in a facility he imagines he has a good idea as to what that layout might look like to be viable.

Mr. Chopra stated that the hard part of that statistic is like a lot of the people said here, they start in the lower impact workouts and they try to work their way up to the actual weights. They have different programs at different times of the day. He noted that most of their group exercise classes are at night or early in the morning catering to the daily worker. Their weekends are very, very slow. He commented that most people don't work out on the weekend. They are with their family. Their peak times really are Monday, Tuesday, Wednesday and then it just drops off significantly. He advised that they really are probably seeing between two and three hours a day of activity and that is generally what they said earlier is between 5:00 and 7:00/7:30, and probably sometimes 7:00 to 8:00. They might see a little bit earlier 6:30 depending on the people and what they have to do at work and their drive.

Council Member Oliver asked what their current membership is.

Mr. Chopra replied that it is a little under 3,000 members. He added that they actually have more members at their store on Cleveland. He noted that it is a smaller facility but it is a true workout facility. He thinks the difference here is that people are going to the pool and they are spending a little bit longer than a typical 30 minute workout because by the time you go to the pool, you get changed, you get in the pool, you go do your workout, you get out, you gotta take a shower and then you get ready to leave. He stated that whole process takes a little bit more time than just going to go get a workout and just leaving.

Council Member Oliver asked if the 3,000 is total for the Fitness Evolution membership irrespective of facilities or is the 3,000 the estimated number for users that frequent Sunset.

Mr. Chopra replied that what they do is they do home users. He explained that a home user is someone who signs up at that store. He stated that it is under 3,000. They know that. He added that whether it is 2,900 or 2,850 depends on whether they've had certain number of cancellations this month and certain number of adds this month. They've been staying pretty steady. He added that there is another gym coming in town now that was approved at Bethard Square. They've had people starting to go there as well so they believe that there is going to be a reduction of use because there are going to be some people going to that location.

Council Member Robinson stated that inevitably, this is not a sleepy town anymore. They are going to have major growth within the next 10 years. They have the casino coming onboard. They have the Love Truck Center coming. They have the businesses that are moving in to Freedom Industrial Park. In his past, he

has been all over the world, all over Europe, Asia. He lived in Berkeley when he was a student at UC Berkeley. He noted that parking is horrendous there not to mention going to San Francisco. He has been a coach at the college level. He qualified for the U.S. Olympic Trials. He knows about working out. They know that they want to inspire their student athletes here in the City. He added that they need to work out. He asked how they are going to compete with the rest of the student athletes in the state. He noted that if you are not working out yearly then you are at a loss. He added that you can't just work out six months and expect to get a scholarship. He has been a head coach at Kings River College; at Berkeley High. He sends kids to colleges on a scholarship. He received a scholarship. He stated he is a disabled veteran and he was injured at juvenile hall with a broken neck. He used that gym. His wife used the gym. His children use that gym. He asked where can you go. He noted that they don't want to go to Fresno. He commented that they are already bleeding them dry with taxes. They are trying to increase their police force. They need taxes for that. They need a place for them to workout. He commented that they talk about people walking around, dropping a condom on the ground, vagrants. He told them to go to Berkeley. They will see that all over the place. If they want to smell urine, feces, go to San Francisco. He said that this right here is nothing. If they go to Oakland, Watts County, they see people laying on the street dead. He noted that this right here is like heaven compared to other major cities. He told them not to go to Detroit. He advised that he has more to say but he's going to think about it.

Council Member Medellin stated the following: October 16th, November 23rd, December 17th, February 26th, March 5th at John Adams, March 8th a warning from Planning Commission, March 30th and then an April 8th deadline which still isn't reached. He directed his comment to Mr. Montoya and stated that he would be embarrassed that these folks who love this gym and love this community and love that they have a place to go to work out...he has pages of testimony of people who just came before them to say how they love the gym, and he has no regard for the neighbors, no regard for rules and regulations, or for the community. He would be embarrassed. He noted that Mr. Montoya has made no attempt whatsoever to work with their Planning Department. He has made no attempt whatsoever to work with their neighbors and now in the eleventh hour he is suggesting mitigation, that the neighbors said he had promised years ago, and now he is suggesting that they work together. Council Member Medellin stated that this isn't a matter of lets come here tonight to this meeting and, I have an idea, let's work together. He noted that Mr. Montoya has had multiple opportunities to mitigate and rectify this situation and in his opinion, he shouldn't even be here this evening. In his opinion, he thinks Mr. Montoya has ignored those. Council Member Medellin stated that they can discuss parking in different cities and different areas but he is going to tell Mr. Montoya why they have parking issues. It is because they have unpermitted uses at Thrive Fitness. They have Zumba dance. They have more equipment than is allowed. They have yoga, massage tables. They have dance. They have cardio. These are all unpermitted uses that once again he ignored the City of Madera. Council Member Medellin stated that in his opinion, it was to make a buck. He noted that Mr. Montoya is going to impact their community so he can make a buck. He honestly takes offense to that because the Madera residents that came in here to say, we want to keep our gym, they should have their gym. And they should expect leadership and ownership to make sure that happens.

Council Member Medellin stated to Ms. Treder that he takes offense to the photos she showed. He noted that other than Ms. Treder, he thinks everybody in this room and out there in the lobby have been by Thrive Fitness when it goes on for blocks. He added that including the last two neighborhood watch meetings they had where they were parking blocks away. To him, he takes offense to those photos she showed and make it seem like only 60% of the parking lot is full. He stated that they both know that is not true. He added that there is a huge impact. He noted that even one of the people that came up here, Ms. Oxelson, who was for the gym and loves the gym, and was in her mother's belly in the gym, had said those pictures were untrue. He wants to come to a solution but he wants to let the record show that this isn't something that the neighbors just came with months ago that they have noise issues or parking issues, or garbage issues. He noted that it has been years. He stated that their Planning Commission has made multiple attempts to work with Mr. Montoya for months but to no available. He commented that then another extension was granted and Mr. Montoya is upset because they didn't offer him another extension. Council Member Medellin stated that he just wants to set the record straight that this wasn't something that just came up recently. He thinks this was something that Mr. Montoya created and the way he conducts business here in Madera. Council Member Medellin stated that is all he has for now.

Council Member Robinson stated that they need to find a solution so they can all work together. He stated that the fitness gym is one of the best gyms in the area. They are expanding in different areas. They have to take into effect the church noting that they have their activities also. He stated that if they go on his street in the Kennedy Estates, they have a parking problem right there without a gym. They have people that live four families in a four bedroom and they have cars. Some of them are migrant workers. A lot of them are poor. They can't afford to go to Fresno and use the gym there. They don't have BART system here. The negative is Fresno's benefit. He stated that another negative is unemployment. They have people that support families. They have to go on roads down on the County. He noted that this is a depressed area. They need to diversify. He referred to quality of life, activities and asked where they are going to search for that. They talk about health. They talk about the well-being of all their citizens as opposed to having nothing to do. He stated that the idle mind is the devil's workshop. He noted that if their youth have nothing to do, they are going to go with the wrong path and that is the truth right there.

Council Member Foley Gallegos stated she would like to go on record that this is her district that this gym is in. She has lived here all her life. She lives in this area and she teaches just down the street from Thrive Fitness. She thinks that if she was backed up to the gym or next to it...she is a few streets from it, so she doesn't get the whole impact that these neighbors do that are out here. She would like to say to Mr. Montoya that she has heard a lot of testimony his way and through the neighbors. Her name was put on a flyer so she has been flooded with emails from Thrive Fitness clients and she has gotten phone calls. People have come to see her. She thinks that it is important that she is out there and that she is getting that information but, he has to understand that people that go to the gym are there for an hour / hour and one-half. The residents live there. They are there day and night. She noted that is a big difference. When they are up here and they have concerns, it is their home. That is where they eat, sleep and live. The gym members go and come. They are hit and miss twice a week, three times a week. She knows it is important to have that in their neighborhood. She stated that the DaSilva family did a great job. She grew up here. She went to the gym. Her kids did dance at the gym. She has been part of that gym and to see what it has gone to now is almost a shame, shame on him for doing that to their residents in their community. She knows they need to come up with a solution but it should have been never come to this. It should have been worked out with the neighborhood and with his company. She has been to the last neighborhood watch meeting and it was crazy. They had their police officer there and his shift sergeant showed up and it was like, oh my gosh. She stated that it was amazing just to see. She noted that this is again at 6:00 o'clock. She thinks it was a Thursday; crazy traffic.

Council Member Foley Gallegos stated that they are here tonight to make a decision on their Planning Commission. She is not sure a lot of the residents know but the Planning Commission is there because of the Council. The Council has elected them in those positions so they represent the Council and the Council represents their community because they are elected officials. When they put people in those positions, they put them and hold them in high standards because they would only put people there that they can trust and can come to the Council when it is a situation like this. She stated that they are here tonight to make a decision if that Planning Commission did their job and where they are going to go from here. But, as a resident of Madera, noting that she has lived here all her life, she is a community member and now a City official, they need to work something out to make all the parties work together and be happy. She wishes everybody could have read all the emails she has gotten and the phone calls she has gotten. She stated that this is a great community. She loves Madera. She plans on staying here the rest of her life. She has raised her kids here. They have gone away to college and they are going to come back here. She knows he doesn't live here but who is to know if he will stay. She noted that they are going to stay and they will always be here even though he may not be here. If the gym sells to somebody else, the people are still all going to be here and it is still going to be a part of their community and it is going to be part of their neighborhood. She would also like to go on record with her colleagues that she takes this very personal because it is her district and she lives in the area and she works there so she is constantly seeing all that is going on throughout the day because she is there all day. She would hope that they can come to a solution and work together and all the parties will walk away today and be able to sleep tonight and not with a heavy heart like she has been for the last few nights.

Mayor Pro Tem Rigby directed his comment to Mr. Montoya and stated that he lost a lot of sleep these last couple of days. He is not here to judge him as a man and he is not here to even judge his character. He noted that the unfortunate thing is that in the ample amount of time that Mr. Montoya has had in front of the microphone before citizens before him, an apology was not even made.

Mayor Pro Tem Rigby commented that Mr. Montoya has impacted a lot of lives noting that that goes without saying. He added that there are many people who testified this evening of needing this gym. It becomes a necessity of their lifestyle. He stated that he tends to agree with his colleague Council Member Medellín dating back to October 16th. He is curious as to why it has taken this long to get his, to get what was deemed a parking plan, which was seemingly laid out as sort of a new conditional use permit.

Mayor Pro Tem Rigby stated that what intrigues him the most from several testimony tonight including that of Mr. Montoya's attorney is the hours of operation being highly impacted from 5:00 p.m. to 7:00 p.m. yet his club remains open until 11:00 p.m. in a neighborhood where many, he believes, are trying to sleep, get ready for work, get ready for their busy day. He noted that Mr. Montoya's colleague said that many are only there for an hour and it becomes a ghost town, noting these are my words not his, after this time of 7:00 p.m. Mayor Pro Tem Rigby stated that he actually lives two blocks away from his club. He has taken many walks with his wife and the place is rather packed at 9:00 p.m. He stated that it is, if you will, a new social place. It is the modern day bar. He stated that a lot of people are meeting. A lot of people are socializing which he thinks they need. He thinks it is great but it is in a neighborhood. Mayor Pro Tem Rigby stated he is curious as to why the Cleveland Avenue gym which is located in a commercial zoning area is only open until 9:00 p.m. on a Friday but yet their Sunset location is open later on a Friday, 10:00 p.m. He noted that is what is advertised on their website so if that is incorrect, he might want to change that.

Mayor Pro Tem Rigby stated that not having the opportunity to implement the plans that were presented today are far from the truth to be honest. He understands that Mr. Montoya's attorney was only brought on later in the game and added that Mr. Montoya has been sitting down with Code Enforcement. Mayor Pro Tem Rigby stated that he spent most of this morning actually going through the meeting notes of Mr. Montoya with Code Enforcement. He referred to language that was used like, it's not my problem, this is the problem of the Police Department; traffic, I can't control traffic, that is something for the Police to take care of. In February, Mr. Montoya sat down with the Police Department to kind of explain what it was that needed to be worked out with Police Department. Mayor Pro Tem Rigby stated that again, kind of reiterating what Council Member Medellín had said, yet still no succession plan, still no site plan, still nothing, just again more lip service.

Mayor Pro Tem Rigby stated he wants to remind his colleagues that they are not here to argue parking. They are here to determine whether or not the Planning Commission is within its right to have revoked the CUP and/or make some sort of change. Mayor Pro Tem Rigby stated he is interested in a creative solution. He is disappointed again, that their manager started naming off several members of the club in the chambers tonight. Mayor Pro Tem Rigby stated he doesn't know if he could name the people that live across the street or the people that live down the street. To him that was an issue. He is curious to know if he even knows who the pastor is across the street at the church.

Mayor Pro Tem Rigby stated that with that, he is open to a creative solution but he is not open to keeping doors open until these solutions are met. He stated that with that, he believes he is done.

Mayor Poythress thanked his colleagues for their comments, their passion and their insight. He would also like to thank everybody that was here this evening for their comments and for their concern. He stated that he can see both sides. If he was in the neighborhood, he would really have concerns about what has been happening as they have testified and as his colleagues have pointed out. He stated that it is also a great gym. He has been a member for 27 years. He swims there twice a week. He loves the pool just like all of them. But, he believes that based on what they have heard this evening, the patience has run out and it may sound counterintuitive but he believes that the only way to reach a solution is to support and affirm the revocation of the use permit.

MAYOR POYTHRESS STATED HE WOULD LIKE TO MAKE A MOTION FOR OPTION 1 ON THE RESOLUTION FOR THE DECISION OF THE MADERA PLANNING COMMISSION REVOKING CONDITIONAL USE PERMITS 1963-23, 1989-30 AND 1991-13 TO BE AFFIRMED. THE MOTION WAS SECONDED BY COUNCIL MEMBER MEDELLIN.

MAYOR POYTHRESS CALLED FOR THE QUESTION AND THE MOTION FOR ITEM C-1, RES. NO. 16-152, PASSED BY A ROLL CALL VOTE OF 5-2. AYES: MAYOR POYTHRESS, COUNCIL MEMBERS RIGBY, MEDELLIN, OLIVER, FOLEY GALLEGOS. NOES: COUNCIL MEMBERS HOLLEY, ROBINSON.

RES. NO. 16-152 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, MAKING A DETERMINATION AFTER HEARING AN APPEAL OF THE PLANNING COMMISSION DECISION REVOKING CONDITIONAL USE PERMIT 1963-23, 1989-30, AND 1991-13

Mayor Poythress called a recess at 8:44 p.m. The meeting was called back to order at 8:50 p.m. with all members present.

C-2 Public Hearing and Consideration of a Resolution Approving the 2015/2016 Community Development Block Grant Consolidated Annual Performance and Evaluation Report and Financial Summary

Grant Administrator Ivette Iraheta stated that the Department of Housing and Urban Development (HUD) requires entitlement communities receiving Community Development Block Grant Funds to annually review and publically report on the progress made in carrying out the Five Year Consolidated Annual Action Plans. She added that submission of the Consolidated Annual Performance and Evaluation Report (CAPER) is a reporting tool HUD requires to meet this obligation.

Ms. Iraheta stated, as required, at this time she would like to offer translation services to those who may require them. She made the announcement in Spanish. No one requested assistance.

Ms. Iraheta stated that through June 30, 2016, the City has expended \$1,037,158 of their total allocation of \$1,087,069. She noted the distribution on the display. She commented that staff believes this performance demonstrates the City's strong commitment to meeting the objectives of the CDBG program in a timely manner and continues to meet the grants primary objectives. She added that the CAPER also reflects Council's support of an extensive number of the Vision Plan Goals through its 2015/2016 allocations of CDBG funds.

Ms. Iraheta stated that staff recommends that Council approve submission of the 2015/2016 CAPER. Ms. Iraheta offered to answer any questions.

Mayor Poythress asked if there are any questions for Ms. Iraheta. No questions were asked and Mayor Poythress opened the public hearing. No comments were offered and Mayor Poythress closed the public hearing.

ON MOTION BY COUNCIL MEMBER HOLLEY AND SECONDED BY COUNCIL MEMBER OLIVER, ITEM C-2, RES. NO. 16-153 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 16-153 A RESOLUTION APPROVING THE 2015/2016 COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT AND FINANCIAL SUMMARY REPORT

C-3 Consideration of:

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

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

Planning Manager Chris Boyle stated there are two properties that have proposed to enter into CFD 2005-01. He stated these are the first steps in completing that annexation which would be adoption of the map and a notice of intent to annex. Mr. Boyle offered to answer any questions.

Mayor Poythress asked if there are any questions for Mr. Boyle. No questions were asked and Mayor Poythress announced he would accept a motion for action.

Mayor Poythress announced that they would take them individually beginning with C-3(1).

ON MOTION BY COUNCIL MEMBER MEDELLIN AND SECONDED BY COUNCIL MEMBER FOLEY GALLEGOS, ITEM C-3(1), RES. NO. 16-154 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 16-154 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ADOPTING A BOUNDARY MAP SHOWING TERRITORY PROPOSED FOR ANNEXATION TO CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-01

ON MOTION BY COUNCIL MEMBER MEDELLIN AND SECONDED BY COUNCIL MEMBER OLIVER, ITEM C-3(2), RES. NO. 16-155 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 16-155 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY (ANNEXATION NO. 3) TO A COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN, TO THE CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-01 (PUBLIC SERVICES)

C-4 Public Hearing and Consideration of Introduction of an Ordinance Amending Subsection B of Section 3-5.08 of Chapter 5 of Title III of the Madera Municipal Code Relating to the Adjustment of Speed Limits in Certain Zones

City Engineer Keith Helmuth stated that the purpose of this public hearing is to allow public comments relative to the proposed revisions to speed limits adopted by the City on June 1st of this year that were reported inconsistently with the results of the recent speed surveys. He noted that adoption of the amended ordinance will result in consistency between the ordinance and speeds actually posted at various streets. He added that it will allow enforcement activities where inconsistencies resulted in the ability to make such enforcement. He stated that in all cases, the proposed revisions result in the reductions shown in the ordinance approved on June 1st.

Mr. Helmuth stated that with regard to posted speeds however, the posted speeds generally match the proposed revisions with two exceptions. He commented that a Story Road segment between Yosemite and City limits is to be reduced by 5 miles per hour. For southbound Granada, from Industrial to the City limits, the revision increases the posted speed limit by 5 miles per hour to 45 miles per hour. He added that it is important to note that in this area, the speed limit was previously 45 miles per hour. This is previous to the ordinance from about five years ago. He advised that it was inadvertently posted at 40 when it should have been 45. Mr. Helmuth offered to answer any questions.

Mayor Pro Tem Rigby referred to the scratch out on Granada Drive from Howard Road to the south city limits and asked if that indicates they are moving it to 45.

Mr. Helmuth replied that there is a complete scratch out. They are removing that one and replacing it with two. He noted that the segment between Howard Road and Industrial is set at 40 miles per hour. He advised that is adjacent to the park. He stated that between the speed survey and the recognition that the park is there, they were able to set that at 40. Regarding the segment between Industrial and the city limits, that was originally coming in at close to 50 miles per hour on the speed survey. What they did on that one originally, and this time around, was to look at the available site distance coming from the side streets and lowered that by 5 miles per hour. He explained that for setting speed limits, they are required by state law that they set the posted speed limit within the closest 5 mile per hour increment. If they see the 85th percentile reading, it needs to be 50. If it is 47 then you go to a 45 posted speed. He advised that there is the allowance to go ahead and drop it a further 5 miles per hour if you have special conditions such as site distance restrictions, pedestrians are required to walk in the road because there are no sidewalks, stuff like that. He added that if they have areas where the road design just simply can't handle the 85th percentile speed, the design speed is somewhat less, they can post at what the designed speed for the roadway is.

Mayor Poythress asked if there are any other questions for Mr. Helmuth. No other questions were asked and Mayor Poythress opened the public hearing. No comments were offered and Mayor Poythress closed the public hearing.

Mayor Poythress called for title.

The introduction of an ordinance was read by title by the City Clerk.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER MEDELLIN, FURTHER READING WAS WAIVED, AND ITEM C-4, INTRODUCTION OF AN ORDINANCE, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

INTRO. ORD. INTRODUCTION OF AN ORDINANCE AMENDING SUBSECTION B OF SECTION 3-5.08 OF CHAPTER 5 OF TITLE III OF THE MADERA MUNICIPAL CODE RELATING TO THE ADJUSTMENT OF SPEED LIMITS IN CERTAIN ZONES

C-5 Consideration of a Resolution Approving a Second Amendment to the City Attorney At-Will Employment Agreement Relating to Ceasing Receipt of a Technology Allowance and Authorizing the Mayor to Execute the Amendment

Director of Human Resources Wendy Silva stated that the City Attorney desires to change a benefit in his employment agreement. She advised that specifically, he would like to stop receiving the technology allowance and instead receive a City cellphone. Ms. Silva stated that because of a change in the California Government Code, they must now have this on this part of the agenda. She advised that there is an announcement on the report that will need to be read from the dais. She noted that she is not sure if anybody wants to raise their hand before action can be taken on the item. Ms. Silva advised that she provided a printed copy in case it wasn't handy. Ms. Silva advised that it is on the first page of the report itself.

Council Member Oliver made the following announcement: If approved, the proposed amendment to the City Attorney's at-will employment agreement would stop his receipt of a \$75 per month technology allowance and provide for issuance of a City cellphone for business use effective September 1, 2016.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER RIGBY, ITEM C-5, RES. NO. 16-156 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING A SECOND AMENDMENT TO THE CITY ATTORNEY AT-WILL
EMPLOYMENT AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE
THE AGREEMENT**

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

E-1 Consideration of a Resolution Approving Agreement with Akel Engineering Group for Professional Engineering Services for Preparation of Sewer and Water System Condition Assessments and an Asset Management Plan and Authorizing the Mayor to Execute the Agreement

City Engineer Keith Helmuth stated this is the item for preparation of Sewer and Water System Condition Assessment and Asset Management Plan. He noted that the purpose of this project is to assess the condition and age of all pipes within the City. Specifically, they would address the critical need components or possible near term failure pipes. They are all aware of Schnoor Avenue which is seen on the bottom of the screen and advised that this effort would help in preventing that from happening in the future as the pipes age throughout the City. He added that it would identify repair and replacement needs for all components and update the City's Geographic Information System (GIS) database. He advised that they already do have a database. He noted that it is fairly well populated but this would also serve to add additional pipes and additional information for those pipes.

Mr. Helmuth stated that it would also initiate development of an asset management plan. He advised that an asset management plan is to coordinate activity of an organization to manage the infrastructure capital assets to minimize the total cost of owning and operating them while delivering the service level that customer's desire. He stated that the asset management plan would contain various pieces of information that allow the Public Works Department to input information, keep track of repairs and then like what they are doing through the day. He advised that it will do other things as well. It will help to plan for the future. It will give them an idea of what it is going to cost to repair pipes or other infrastructure.

Mr. Helmuth commented on why move forward with an assessment effort. He advised that it is good planning to manage the City's risk. He stated that the most compelling reason is...Schnoor Avenue again. They want to preserve the existing valuable infrastructure and plan for unexpected emergencies and failures; try to avoid them. He added that the effort will paint a picture of future costs to replace or comprehensively repair individual pieces of pipe rather than go out and repair them multiple times. He noted that some cities get into a point where it is a continuous fire drill. They are repairing pipes left and right but if you are able to go ahead and repair pipes, replace them one time, you don't come back. They save money over the long term.

Mr. Helmuth stated that the plan will also identify improvements on five year increments; one to five years, five to ten years, etc. so they can have a better ability of what they see in the future in terms of cost. He added that it will identify those future candidates for immediate repair.

Mr. Helmuth stated that a portion of the study is already included in the rate structure approved in 2005 by City Council. He referred to the display which provides an example of the infrastructure within the City. He advised that the red lines are the major trunk lines. He noted that the trunk lines are the first things that they will be looking at. He pointed to an area on the screen showing the downtown portion of the City and advised that is where they have the oldest pipes. He added that the red in general is just the trunks running through the City. Where they had the failure on Schnoor Avenue, the pipes were actually about 67 years old. He clarified that that is a big guess. They weren't able to identify exactly when they were though they

may have found records recently that can show that. He stated that areas to the north of the failure, those pipes are 40 years old.

Mr. Helmuth stated he has already talked a little bit about this but why move forward with the asset management plan. He noted that it is good business. It establishes a program to collect field maintenance and repair that can be incorporated in the asset management plan. He stated that the plan is expected to house several pieces of the information. It includes repairs, regular maintenance. It gives them an idea of what is happening with the system. It holds the type of pipe, the age of the pipe, the size of the pipe; just about anything they can imagine that they can research. He added that it is also expected to assist in a tool in providing recommendations for appropriate and timely repair, rehabilitation, replacement. He noted that it will give Public Works over time the ability to know, we need to work on this pipe, flush it, run devices through there to cut the roots out. He advised that it will give alerts on that.

Mr. Helmuth stated that the funding on the project is broken into year one and year two; kind of like a Phase I and Phase II. He advised that the first year, the project cost is \$1,232,000. In the first year they will expand the existing Geographic Information System. They identify the high risk pipe segments, the Schnoors and other locations. He noted that the budget allows for one-third of the sewer and two-thirds of the water system to be looked at the first year. It will also begin the asset management plan analysis and implementation.

Mr. Helmuth added that during the first year, Public Works will be coming forward with a request for an appropriation of about \$100,000 for doing the flushing prior to running cameras through the system. He advised that with the City doing that, it is anticipated to save about \$130,000. If they got it through the consultant, the cost would be about \$230,000 for flushing. Public Works believes they can do that for \$100,000.

Mr. Helmuth stated that year two will also have to be funded by Council again. He stated that it is beyond the budget that they had originally in the rates. He advised that it is an additional \$1,061,000. As they move through the year one portion of this, they will be looking at the various different pipes to get an idea for how much they have to do in the second year, if they are going to do it in the second year. They will give Council the option to look at that and decide how far they go. He advised that in the second year they will complete the remaining pipes. Right now they are looking at about 90% of the sewer and the water pipes. He added that it could be that through the first year they are able to reduce that. He advised that it will also complete the asset management plan and they will potentially be bringing an item to Council looking at purchasing a piece of software, going into a formal asset management plan. If they don't do that, they will still be implementing a program that allows Public Works to identify, repair, maintain. Mr. Helmuth offered to answer any questions.

Council Member Medellín stated for the record that this is not them being reactionary to what happened on Schnoor. If he remembers correctly, in February Council gave direction to go out to either an RFP/RFQ (Request for Proposal/Request for Qualification) to do this. He noted that it was just kind of coincidence that after that, this had happened on Schnoor.

Mr. Helmuth agreed that it was coincidence. They actually went out with the RFP, he thinks, it was a week or several weeks before the failure.

Council Member Medellín restated for the record that they were on it; they just kind of missed it by a short period of time.

Council Member Medellín directed his comment to the Public Works Operations Director Dave Randall regarding the flushing. He stated that saving over \$100,000 is great and asked if they are going to be able to capture that water that they flush through and maybe recycle it, use it somewhere or are the hydrants just kind of going to flow into the street.

Public Works Operations Director Dave Randall replied that the flushing isn't done from the hydrant; it is done through the vacuum trucks and jet rodders. He stated that it will all be contained within the pipes. He agreed that it does take water. They can't use recycled water noting there are too many problems with the pumps and the nozzles and such. He stated that they do this on a normal basis anyway however, this is a little more intense. They have to be right there so they have to hire some more people and it will wear out some hoses and nozzles. Even after conferring with the people that do this on a day to day basis, they feel they can do this quite adequately. They have two machines so they have redundancy and back up and they like to save the money.

Council Member Medellin agreed and added that he just wants to be cognizant of the fact that if they are going to raise water rates and then they flush and have water spewing down the streets that, he gets less calls.

Mr. Randall stated that they won't see it in the streets. It will be all in the pipes. If it is in the street, they have a problem.

Council Member Medellin stated this was just clarification and for the record.

Mayor Poythress asked if there are any other questions for Mr. Helmuth. No other questions were asked and Mayor Poythress announced that he would accept a motion for action.

ON MOTION BY COUNCIL MEMBER MEDELLIN AND SECONDED BY COUNCIL MEMBER RIGBY, ITEM E-1, RES. NO. 16-157 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 16-157 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH AKEL ENGINEERING GROUP FOR PROFESSIONAL ENGINEERING SERVICES FOR PREPARATION OF SEWER AND WATER SYSTEM CONDITION ASSESSMENTS AND ASSET MANAGEMENT PLAN AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

F. COUNCIL REPORTS

Council Member Robinson reported that on Tuesday he attended the barbeque at Rotary Park with Parks and Recreation. He forgot to mention the greatest generation, the elderly.

Council Member Foley Gallegos thanked Mr. Przybyla, their Finance Director, for allowing her to come and sit with him and kind of learn some of the ins and outs of the finance of the City and get the brackets of every department and how it works. She also met some of his staff. She noted that it was really enlightening to her. They had good conversations and asked for information about some finance issues that they have. She noted that Mr. Przybyla is going to look into it and get back to her.

Council Member Foley Gallegos reported that her Transit Commissioner contacted her regarding issues with some trees that were hitting their Madera Unified School District busses. They had called in and called in. She talked to John Scarborough and before she knew it those trees were being taken care of and everybody is happy going down their streets now. She thanked the Parks Department for taking care of those issues.

Mayor Pro Tem Rigby stated he had a quick follow up. If they will recall, several meetings ago, the Council sent direction towards the Madera Ministerial Association (MMA) along with Pastor Leach to move forward with adopting the official motto of the United States of America, "In God We Trust". It will be displayed behind the dais located with words "In God" on the far side of the logo and "We Trust" on the opposite. He passed around a picture. He stated that if it is ok with the Council, they are moving forward. He added that funding has been made available from the MMA and they are excited that this will hopefully be hanging in the dais within the next month and one-half or so.

Mayor Poythress stated that it looks great.

Council Member Oliver stated that he got to present a proclamation on the Mayor's behalf and their colleagues for National Gymnastics Day with V-Force Gymnastics. He noted that although it is just outside the City limits, the owners of the gym are City of Madera residents. They started out as young entrepreneurs here about five years ago. Their business is doing great. It was a great celebration and not only fitness and the sport of gymnastics but as well as nutrition.

Council Member Oliver commended Mary Anne Seay and her staff. He stated that over the last couple of months there have been ideas for opportunities on making some adjustments, some modifications to some of their adult sports recreational programs. He stated his appreciation for their taking the time to meet with folks and looking at ways to improve their programs to ensure greater accountability not only for the City but for the respective team managers and whatnot. He restated his appreciation to Ms. Seay dedicating that time, for following up and for following through.

Mayor Poythress asked if they are making it easier for them to win their basketball games.

Council Member Oliver agreed and added that they are going to have handicaps and they are going to score out on three pointers. They've got a lot of new changes underway.

Council Member Medellin hopes for five on one.

Mayor Poythress reported on their visit to the KB Home neighborhood a week ago Monday. He was joined by the Director of Community Development Dave Merchen, Director of Financial Services Tim Przybyla, and their Willdan representative. They had a chance to meet the other Mr. Montoya, Ron, his wife, and people in the neighborhood. He would say that it was a really successful meeting. He noted that Mr. Merchen, Mr. Przybyla and the Willdan representative, Susanne, did a wonderful job. They did a great job getting the information out there and really rooting out and explaining what the true causes were for the increase in their assessment. He noted that it was an increase in assessments but it had more to do with their escrow accounts. They were able to show on the tax statements what the CFD (Community Facilities District) actual cost was. He added that Mr. Przybyla spent a lot of time with people one on one dealing with their individual situations as well as Mr. Merchen. Again, he thinks it was a very successful evening. A lot of clarification occurred. He stated that there is nothing like the facts. He asked Mr. Merchen and Mr. Przybyla if they want to add anything else.

Mr. Przybyla replied that he would just say that the food was good so he thinks they should have a follow up meeting at their house.

Mayor Poythress agreed that there was a lot of food.

Mr. Merchen replied that he was impressed by the number of people that were in attendance. He doesn't know that they got a total count but the house was full. It seemed like there were 25 or more people. As they all know from their personal and professional lives, the number of times that each of them in the room said the same thing to get the point across, was astounding. He noted that it was essentially having to repeat the same thing four or five times coming from three different people all saying it slightly different, to have it finally soak in, and then for it to not really set until Mr. Przybyla and Susanne talked to them one on one. He noted that it was kind of an interesting process to see that.

Mayor Poythress added that it was very respectful. Nobody was out of control and accusing people of things. They had really good questions and very legitimate. It was very good.

City Administrator David Tooley stated he doesn't doubt that it was the Mayor's calming influence at the meeting. He does want to specifically recognize Mr. Merchen and Mr. Przybyla for their work on this. This represents the best of what this City does. We care, we reach out, we engage. He stated that it is reflective

of all the values that they as a Council emphasize. He wants those two individuals to receive the credit that they deserve.

Mayor Poythress agreed. He stated that he had the easy job. He just had to say, hey guys, how you doing, I've got the experts right here. He agreed that they were great. When they have true professionals on their team it makes a great deal of confidence walking into the room.

Council Member Holley thanked them for taking a load off his back. He is glad he wasn't there. He knew they could handle it. He commented that if one is there, we are all there. He appreciates what they did. He didn't get any more phone calls. He didn't get any more bad emails. He applauded them for a job well done and added that is what they call teamwork.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

City Administrator David Tooley stated they have had a very stimulating evening. He suspects and he is going to recommend to the Council that his performance evaluation will take a minimum of two sessions. They will not make this a habit but he is going to recommend a two session approach. They can either kick it off this evening or they can simply reschedule because it is after 9:00 tonight.

Mayor Poythress stated that Mr. Tooley has had a long day and he thinks he needs to go home and rest up. He would recommend that they push it out to the next meeting.

Council concurred.

G-2 PERSONNEL EVALUATION--Pursuant to Government Code §54957

Position: City Administrator

G-3 Closed Session Report – City Attorney

See comments for item G-1. Item G-2 was not heard this evening and will be rescheduled.

ADJOURNMENT

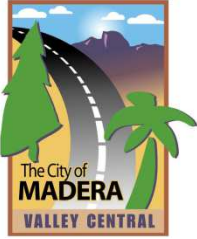
The meeting was adjourned by Mayor Poythress at 9:19 p.m.

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

ANDREW J. MEDELLIN, Mayor



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

**October 19, 2016
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER

The regular meeting for 10/19/16 was called to order by Mayor Poythress at 6:00 p.m.

ROLL CALL:

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

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez, City Engineer Keith Helmuth, Director of Human Resources Wendy Silva, Planning Manager Chris Boyle, Director of Financial Services Tim Przybyla, Fire Chief David Allen, Director of Parks & Community Services Mary Anne Seay, Public Works Operations Director David Randall, Community Development Director David Merchen, Procurement Services Manager Becky McCurdy, Grants Administrator Ivette Iraheta, Chief Building Official Steve Woodworth, Information Services Manager Ted Uyesaka, Police Lieutenant Gino Chiaramonte, Park Planning Manager John Scarborough and Program Manager – Grants Patti Dossetti.

INVOCATION: Pastor David Votaw, Harvest Community Church

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Rigby led in the Pledge of Allegiance.

PUBLIC COMMENT

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

Mayor Poythress asked if there were any members of the public who would like to address the Council. No comments were made.

A. WORKSHOP

A-1 An Overview of the Madera County Economic Development Commission (Bobby Kahn)

Mayor Poythress stated they had the high honor of having a workshop this evening regarding an Overview of the Madera County Economic Development Commission.

Mayor Poythress announced that tomorrow is the Madera Economic Summit Luncheon at the Municipal Golf Course. It's a luncheon featuring Matt Taylor, State of California Legislative Analyst in addition to Tom Greci, General Manager of Madera Irrigation District.

Bobby Kahn, Executive Director of the Madera County EDC stated he is still a bit technology challenged as part of the older generation. Mr. Kahn thanked the Council for the invitation to come before them tonight.

Mr. Kahn stated that as Pastor Votow said, he is grateful to be in this great community of Madera. It's a pleasure to be presented with the honor of having the job that he has to run the Economic Development Commission and represent the County which is so near and dear to his heart.

Mr. Kahn stated he will give them an overview of where they are going with this presentation and then he'll answer any questions. Mr. Kahn stated they will go through their marketing missions, some economic development services they provide, some promotion material they have, promotions they do and some of the public service activities they provide as part of the Economic Development Commission.

Mr. Kahn stated that Attraction and Retention are two of the main areas of their work.

Mr. Kahn stated Attraction is the part of the work that is what the general public... He knows that for the City Council, the Board of Supervisors and the City Council of Chowchilla it is always at the top of their screen because it's the sexy part of their business. It's the new openings. It's the groundbreaking. It's the ribbon cuttings and all of the celebration of new businesses to Madera.

Mr. Kahn stated that to get to that, there is a lot of work that goes into it. Marketing Missions are something that they have undertaken over the last, probably 12 years. Marketing Missions are one-on-one meetings that they set up with major real estate brokers throughout the State of California and nationwide.

Mr. Kahn stated they have certain markets that they target. They refine those. They hit the greater San Francisco/Bay Area. They hit what they call the Sacramento Valley which includes Stockton for them. In the Southern California Region, they break that into two areas which are basically the Greater Los Angeles Area and the Orange County/Irvine/Newport Beach Area.

Mr. Kahn stated when they go into those areas they have pre-determined appointments. They will spend usually two to two-and-a-half days and in those two-and-a-half days they will cram about eight to 10 meetings into those time slots.

Mr. Kahn stated they will touch on trade show exhibits a little bit more but they also do trade shows where they represent the San Joaquin Valley and Madera County as a whole.

Mr. Kahn stated that they are very proud of their website. They have been able to re-design their website in the last couple of years. It is much more interactive, easier to navigate and represents Madera County.

Mr. Kahn stated one of the areas that gets a lot of hits is their Property Available. They have defined that into certain sections in Madera County where they can look in the City of Madera. They can look at the City of Chowchilla.

Mr. Kahn stated they have the County area defined by different regions. They made up the boundaries themselves and then gave them their own labels. Mr. Kahn stated they get a lot of phone calls off of that.

Mr. Kahn stated they also communicate with brokers that take listings in Madera County to funnel that information to them and they will post it on the website for free. Mr. Kahn stated that one of the things they make clear is that they don't compete with the brokers. Any leads they get off those hits, they funnel the information back to the brokers. They work side by side with the brokers. They don't want to get into the real estate brokerage business. They are partners with them and their services.

Mr. Kahn stated they also list incentive information on that and they also have real estate promotion material on that site as well that people can go to.

Mr. Kahn referenced Retention and stated they work very closely with all of their local manufacturers. He thinks there's not a manufacturer in Madera that would tell Council that they don't know their phone number, all of their first names and their phone number is probably on speed dial for most of them. Mr. Kahn stated any time that the local manufacturers have an issue whether it be with an expansion project or retention issue, the manufacturers are quick to call them.

Mr. Kahn stated he was out at the winery today for a completely unrelated issue and he was walking across the parking lot and all of a sudden he heard his name yelled out. A guy comes running over and wanted him to help him with some workforce issues. Mr. Kahn stated that on the spot, they made a couple of phone calls off his cell phone and connected him with the right people. So they got that issue, he doesn't know if they have it solved, but they have it at least being addressed.

Mr. Kahn stated that as the State and County Governmental Liaison, they do a lot of work at the State level as far as legislative work. They also work locally here with them. They are always in communication with them on issues that are pertaining to the City and it is the same thing in the City of Chowchilla or on the other side of the street with the County. Mr. Kahn stated they are continually meeting with City staff and trying to make projects work well. They are also trying to keep their businesses aware of any State, Federal or local issues that may affect their businesses.

Mr. Kahn stated small business gap financing is a revolving loan fund.

Mr. Kahn stated Incentive Advocacy is where they go out and they actually help their local businesses and new businesses coming in and letting them know of State incentives, PG&E incentives and any incentives that they can work out on the local levels.

Mr. Kahn stated that people don't understand how many requests they receive for demographic information. Everything from workforce information to travel time to regional workforce, commute patterns and so forth.

Mr. Kahn referred to the display and stated that their workforce partners are a very valuable tool to them to make sure they have information. They work side by side with the Workforce Development and they also work closely with the Department of Social Services. The Workforce Development is probably their closest partner in that arena.

Mr. Kahn referenced Public Policy Advocacy and stated they're just advocating for good public policy. If they see Councils or the Board of Supervisors and if they are taking an issue that they think will affect the business community in Madera County, they will usually try to evaluate that and weigh in on what their feelings are in that. The same way with State issues.

Mr. Kahn stated that Marketing Missions are one-on-one meetings. They also have a mail campaign that they do with their broker list that they've developed over the years. They contacted 850 real estate brokers through a direct mail and call campaign this last year. Mr. Kahn stated they had four Marketing Missions. They met with 33 brokers one-on-one and seven leads were developed out of these Missions.

Mr. Kahn stated they've found that people always talk about calling on businesses and trying to get businesses to come to their area and what they've found through trial and error, and learning from their

mistakes is that's a very tough arena to work in. The larger businesses keep their strategies very close to their vest. They don't want to share.

Mr. Kahn stated it's very hard to do an analysis of companies that are thinking about expanding or re-locating. The people that work the closest with them, that do that site location are big industrial real estate companies or commercial real estate companies if they are on the commercial side of the fence. Mr. Kahn stated that is why they developed such close relationships with them so that they know that when they are talking to somebody that's looking for a West Coast location, Madera County comes to the top of their mind.

Mr. Kahn referenced trade shows and stated they do work on a somewhat limited budget. Trade show's Process Expo is a national trade show that they've been attending over the past several years. That trade show now operates every other year. It operates in the odd years and is generally held in Chicago. It used to be partnered with Packaging and it used to bounce between Las Vegas and Chicago but Processing and Packaging split much to their chagrin so now part Process is just in Chicago every other year.

Mr. Kahn stated that the International Council of Shopping Centers is often referred to as ICSC. That's a national group. It's on the commercial side of the transaction. These are all retailers and they have three shows that they attend every year. They have a smaller show in Monterey and they have their major show in Las Vegas. The Monterey show is in March. Las Vegas is in May. That is their big national conference.

Mr. Kahn stated that if any of Council had been to that, there's about 50,000 to 60,000 people and it takes up the entire Las Vegas Convention Center. They will literally be worn out spending one day there. He worked side by side with a person there and on his Fitbit, they logged over five miles just walking between trade show booths.

Mr. Kahn stated that when they go to that show, they have to be prepared and they have to have appointments ahead of time. That show is so big that if they tried to do walk-up appointments they're just going to be spinning their wheels most of the time. They go in there pre-planned. They get a list of who is going to be at the show and they pre-set appointments for that as well. Mr. Kahn stated that show is the one where they will get all their major retail. Almost every retailer they can imagine is at that show. That gives them the opportunity to talk to the people at Costco, which they did last May, and to Target and several other of the larger retailers. They also talked to some of the smaller ones which they think will be a good fit for their area.

Mr. Kahn stated that the WestPack Trade Show is the biggest national trade show. It is held on the West Coast and they've been attending that for the last 14 years.

Mr. Kahn stated that Society of Industrial Realtors which they'll often hear him refer to as SOIR is national and state. They do the national once in while if it's close by and affordable. Their registration fees have gotten very expensive. Their budget....they don't really see themselves attending the national but they do attend the State events. Mr. Kahn stated they have two Chapters; one in Northern California and one in Southern California.

Mr. Kahn stated SOIR is a special designation. Not only do the brokers have to qualify through testing and interviews for that, but they also have to have a deal mix to qualify for that. The deal mix is very high. They have to be earning \$400,000. That's not gross commission income to the office. That's income to them. Mr. Kahn stated that is the cream of the crop. That is why they focus so hard on SOIR because they know they are talking with the Number 1 guys; the big hitters. Mr. Kahn stated they've generated over 1,000 business contacts and 27 leads as a result.

Mr. Kahn referred to the display and stated they have a Lead Management system where Julie Herd from their office uses to put in and track every lead that they have. They follow-up on that constantly. Mr. Kahn referred to the display that tells them where their leads are generated from. Go-Biz is the Governor's Office of Business and Economic Development. CCVEDC is the California Central Valley Economic Development

Corporation which they work very closely with in leveraging marketing funds. The blue part represents leads that are generated by work within their own organization.

Mr. Kahn referred to the display and stated they are some of the companies that have either moved into their area or expanded into their area. Paramount Farms is listed twice. The reason they are listed twice is because they did a stage development out on Avenue 7 and Road 13. Mr. Kahn stated they have been heavily involved in all three of the stages of work out there. Kahn & Dunlap who is the Site Manager out there, again this is a guy who has his phone on speed dial. If he is working, he expects him to be working. They never know what time of day, whether it be a Saturday, Sunday or evenings or whatever. He calls when he is working.

Mr. Kahn referred to the display and stated they are some of the developments that are active at this time.

Mr. Kahn stated they have been heavily involved with the North Fork Mono Tribe project since day one before it was even made public. He has been involved with that probably over 12 years or close to 12 years.

Mr. Kahn stated the one that has been in the news a lot lately is Vulcan with the Austin Quarry. They worked very closely with them.

Mr. Kahn stated they have worked with both the Tesoro Viejo and Riverstone developments even though they are on the residential side. Riverstone has a commercial element to it. Tesoro Viejo has a commercial and a light industrial area. Mr. Kahn stated they have actually shown property out at Tesoro Viejo to potential industrial folks that are looking for that corridor out there.

Mr. Kahn referenced High Speed Rail with the Heavy Maintenance Facility and stated they have been one of the key players in the coalition between the two cities and the county.

Mr. Kahn stated they have been working with Chowchilla on their mixed used development by Pinbras and also on an industrial project that they help City of Chowchilla market.

Mr. Kahn stated that inter-locally with the City of Madera, they were heavily involved and are still heavily involved with the Love's Travel Center project and several other projects that are still churning out there.

Mr. Kahn referenced Other Marketing Activities and stated that as the Mayor said, the Economic Summit Luncheon is tomorrow. He hopes all of them can attend. Mr. Kahn stated that if they hadn't bought a ticket, they can still call Ms. Lois Leonard first thing in the morning, she might sound a little irritated but he'd make sure they get through the door.

Mr. Kahn stated that the State of the County Luncheon is something they've taken on as well. They thought it was something that needed to be done and nobody was doing it in Madera County so they've taken that task on.

Mr. Kahn stated they've held Eggs and Issues Breakfast Events where they have local elected officials come in and speak to smaller settings.

Mr. Kahn stated they handle ribbon cuttings and ground breakings. They are going to be handling one coming up and they've handled multiple ribbon cuttings and ground breakings in the past.

Mr. Kahn stated they work closely with the City. Mr. Kahn stated that at this point in time he just wanted to stop and say thank you to their City Administrator, their City staff, Parks and Recreation and all the City staff because when they do a ground breaking, they don't have chairs, they don't have tents, they don't have sound systems, they don't have podiums and they don't have all the resources and they lean heavily on the City to help provide those things. Mr. Kahn stated that Mary Anne Seay, Parks and Recreation

Director and her staff never miss a beat. They are always there. They are there ahead of time. They do a great job and it really makes their world a lot easier.

Mr. Kahn referenced website, property database and blogging and stated they are always updating their website on their properties and any other areas that need to be worked on. They are always adding and taking off properties if the properties have gone off the market. They don't want it to stay there and become stale.

Mr. Kahn referenced blogging and stated they are on Facebook, Twitter, Pinterest and any other medium that they have. Ms. Herd is out there making sure they are blogging something and putting themselves out there every day.

Mr. Kahn referenced E-BIZ and stated that if they are not receiving their electronic newsletter, if they give him a business card or send him an email, they will make sure they get on that. They send that out monthly. They don't want to be bothering them with an everyday or twice a week newsletter so they've chosen to go on a monthly basis to keep people informed of what's going on locally and they also throw in some State and Federal articles if there is something pertinent to their area.

Mr. Kahn stated their Annual Report is both printed and electronic. They try to switch away from some of the printed materials because it's expensive, number one and secondly, it costs a lot of money to mail it so they've cut their mailings down by about half and then they send the rest out electronically. That comes out once a year and it will be hitting the streets here any moment; their last year update.

Mr. Kahn stated the Real Estate Update Publication is a publication they do annually and what it does is a piece that the real estate brokers love. They put this out every year. It gives lease rates in the County, lease rate ranges, what the vacancies are, average household income, commercial leasing rates and anything else to do with real estate. They try to capture that in a tri-fold. When they go into their office, it's the first piece that they'll open.

Mr. Kahn stated he's already touched on Social Media.

Mr. Kahn referenced the California Legislative Trip and stated they partnered with that through the Central California EDC and they do that every March. This last year they met with 20 legislators. They try to meet with all the ones through the Valley and then key ones like the Chairperson of the Jobs and Economic Development Committee and other committees that they feel have an influence on economic development.

Mr. Kahn stated that some of the other activities that nobody really knows that they do, but are things that they have been assigned to or they keep picking up extra duties include the Comprehensive Economic Development Strategy also referred to as CEDS. It's a document that gives an overall view of Madera County and its economic status and where they are as far as education goes, schools, infrastructure needs and lack of infrastructure needs. It's a comprehensive report. Mr. Kahn stated that years back he had a Council Member ask him why they didn't have that online.

Mr. Kahn stated that document is a document they use for grant purposes. It's a document they have to have for the Federal Economic Development Administration (EDA) to qualify the cities or the County for EDA grants. Mr. Kahn stated they don't paint the picture real rosy because if they say this is how great they are, they'll ask why they need a grant. The document is very factual but it also points out where all their lacking infrastructure is throughout the different areas of the community. Again, if the City of Madera, the City of Chowchilla or the County want to apply for an EDA grant, it flows through their office. This document has to be current or they would not qualify for that grant. That is just something they take on.

Mr. Kahn referenced the Recycling Market Development Zone and stated that is something they don't hear about either but they track all the recycling that goes on in Madera County for CAL Recycle. They turn in a report to them every year.

Mr. Kahn stated they are also the Development Zone Manager for Madera County. Small businesses that are looking to buy equipment for recycling purposes can qualify for low interest rate loans. That flows through their office as well.

Mr. Kahn referenced the Revolving Loan Fund and stated he thinks a lot of them are aware of that. It is a small business loan fund. They manage that for both the County and the City of Madera. It's a very attractive loan for small businesses. There is a job creation element that is mandatory for that. Most of their loans are for \$35,000 to \$50,000. It is very good for small businesses that are trying to grow and expand. They go to the bank and the bank won't give them quite all that they need. They can go to them for secondary financing and their interest rates remain very low even though they are in a second position.

Mr. Kahn stated there is a new program that they've taken over. It was housed over in the County Engineering Department; they didn't want it. The Planning side of the County didn't want it. They couldn't find a home for it so guess where it landed; over with them. They are now the managers of the Madera County Energy Watch Program. Mr. Kahn stated this is another program for small businesses where they can qualify for audits. They go in. The company will give them an audit and tell them what upgrades they could make to their business and at that point in time they'll give them an analysis of how much it would cost to do those improvements and then they'll give them a side-by-side analysis of the return on investment. How long it would take them to save that money. Mr. Kahn stated that most of the time when they do that analysis, the business will make that money back in usually six months or less.

Mr. Kahn referenced the Greater Madera County Industrial Association and stated that several years back they lost the Executive Director that managed that. They came to them looking for help. They manage that for them. They do all their financials. They do all their meeting minutes and they do all their agendas and line up all their guest speakers for all their meetings. They do that at no charge to them which is saving them about \$4,800 a year and it's saved them from having to do a dues increase to their members.

Mr. Kahn referenced the Tourism Alliance and stated they are active members on that. In fact, Ms. Herd has been the Chairperson of the Pomegranate Festival. He thinks, this is her third year running. The activity that their staff is involved here locally in the community..... Ms. Leonard is also the Chairperson of the Mayor's Prayer Breakfast and has been for probably the last 10 years. They try to not only do their job but they try to involve themselves in the community.

Mr. Kahn referenced the Eastern Madera County Chamber Alliance and stated that is something they helped form with three Chambers in Eastern Madera County to bring them together and to work together. They are all small Chambers. So instead of them all trying to do small little projects, they try to bring it together. They were able to get a grant for them to help them market Eastern Madera County and it's helped promote economic development and job creation in Eastern Madera County. It's been very successful. It's a low key thing. It doesn't make a lot of news but they are making things happen up there.

Mr. Kahn referenced the California Central Valley Economic Development Commission and stated they heard him talk about that. That is a regional group; the eight counties of the San Joaquin Valley. They meet once a month. The Madera County Economic Development Commission pays the dues out of their budget on behalf of Madera County and they sit as the representative for Madera County.

Mr. Kahn stated that the thing about the California Central Valley Economic Development Corporation is that unless you are an umbrella organization of Economic Development, you cannot be a member of that. The City of Madera cannot join. The City of Chowchilla cannot join. The County of Madera cannot join. The City of Fresno can't join. It has to be an umbrella organization. They do a lot of work together. It's a great organization. They can leverage their marketing funds so instead of eight of them going to the same trade show, they all go together. They spend the money once and then the leads that come back go through a consultant. They are spread out to them so no one County gets to see them first. It's a very good way of leveraging marketing funds.

Mr. Kahn referenced the Wye Madera County Coalition and stated he touched on that. It's the Heavy Maintenance. It's a facility. They've been doing a lot of work on that. It's been very active the last four or five months. They also act as the Fiscal Agent for that group. He thinks they are making great progress. Council Member Oliver, Council Member Medellin and he sees Supervisor Rodriguez in the audience; they've all been very active as well as Mr. Tooley and the CAO from the County.

Mr. Kahn stated that just tooting their own horn a little bit: Over the last several years they've been recognized by the California Association Local Economic Development. It's their State-wide organization such as their League of Cities or the California Association of Realtors or so forth. Mr. Kahn referenced the display and stated they can see the good looking gentleman in the middle was there representing the City of Madera this last year when they received the Award of Excellence for the Freedom Industrial Park project.

Mr. Kahn stated that concluded his report. He stated he told staff they needed to include their photos in the presentation to dress it up a little bit; add a little pizzazz. Mr. Kahn stated they do so much. He is always the guy that is behind the microphone. He's always the guy that's out front at meetings like this and the Board of Supervisors but Ms. Herd and Ms. Leonard are really just the worker bees. They keep everything going, keep everything organized and he couldn't do this job without them and he owes them a debt of gratitude. He has been on the job officially this month for 14½ years. Ms. Leonard has been with him all that time except for one month. She came on one month after he did. Ms. Herd has been with him for eight years. So they have a solid team going and they just love what they do. Mr. Kahn stated he would answer any questions.

Council Member Oliver thanked Mr. Kahn for coming out and speaking with them. Council Member Oliver stated he definitely would like to see reports like this in the future especially bi-annually or so. He is just curious on what Mr. Kahn is hearing out as he is at these different trade shows. He asked what Madera's barometer was for doing business here. He asked what some of the impediments are that folks may share with him as far as locating here into town or into the community.

Mr. Kahn stated he was going to address that on two sides of the equation. There's the industrial side and the commercial side.

Mr. Kahn stated that on the industrial side, most of the concerns they have are usually workforce concerns and cost of power. There is nothing they can do about cost of power. Mr. Kahn stated that what they've done is adjusted some of their marketing materials to represent the workforce area. They want them to understand that they are a regional workforce here. They can't just look at Madera County and say you have 152,000 people in Madera County so they are not sure they can handle their workforce needs. They've never had a workforce problem in this county. They've always been able to fill everything from the biggest need down to the smallest need for anybody coming in so they've been able to try to combat that. Power is out of their hands although they do have, with PG&E, an Economic Development Rate for somebody new coming in.

Mr. Kahn stated that on the commercial side, the biggest impediment they have there is their demographic. Their average household income is something they are always trying to overcome and trying to convince the retailers they are a stronger community than what sometimes appears on paper. So those are two of the biggest impediments they have.

Mr. Kahn stated that another issue that they have is not an impediment right now but one of the bigger issues they have right now in the industrial side is their vacancy rate is so low. On one side that is good. Their buildings are all full. Mr. Kahn stated their businesses are doing well but on an economic development side, when they don't have any buildings to show and they get proposals in for 50,000, 100,000, 200,000 square feet and they have nothing to provide them other than build-to-suit opportunities, it's a hard sell.

Mr. Kahn stated they tell them they can do build-to-suits and they can build 100,000 - 200,000 square feet in six months but Madera is unique in the fact that they can do that. They've proven they can do that.

Almost any other jurisdiction in the State couldn't make that claim. They've done it. They have a track history but these guys that are in Northern California, Southern California or sitting in the Mid-West, Chicago or on the east coast, they've been to California before and they don't believe anybody in California can build anything in six months.

Council Member Oliver asked if the vacancy is still at about half-a-percent (0.5%). Mr. Kahn concurred.

Council Member Oliver asked if he was seeing any interest from the building community as far as spec buildings.

Mr. Kahn stated they've seen a little bit from Span Construction. He meets with King on a regular basis and he keeps talking about but hasn't pulled the trigger. They've been out marketing that. The SOIR guys up in the Northern California Chapter have been pounding that for him and when he goes up there that's something he's been pushing really hard. They're starting to get his message so hopefully they can get a little bit of something going on.

Council Member Oliver referenced Freedom Industrial Park and stated that obviously they are very proud of that Industrial Center and proud to join him and their team at the CALED Awards. Council Member Oliver asked what type of interest was he receiving from folks with respect to.....

Mr. Kahn stated they've had a pretty strong flow of inquiries on that. Unfortunately, they haven't been able to announce any. He knows they have negotiations going on with Span Construction right with two other companies that are still at the confidential level. Mr. Kahn stated they had one company that the Mayor brought to them that they marketed hard not only for that park but other areas in Madera. They zeroed in at the end on that park. He thinks they'd be at that park if it wasn't for a piece of property that came up for sale immediately across the street from their existing facility. It almost made no economic sense to not buy that property and just expand over across the street. Mr. Kahn stated that to answer his question, he would say it has been relatively strong.

Council Member Oliver referenced Business Retention Efforts and stated that obviously he knows that they're always a phone call away and available to assist. Council Member Oliver asked if they were conducting any proactive outreach especially with businesses they feel might be poised for expansion or maybe to realize some vital incentives. Council Member Oliver asked what incentives are typically overlooked by a lot of businesses that they as Council Members could help inform or share information about.

Mr. Kahn stated they are constantly proactive. Again, the GMCIA (Greater Madera County Industrial Association) is like a mini Chamber of Commerce. Only industrial people can belong to it. Mr. Kahn stated they don't want any bankers and stated no offense to Mayor Poythress. They don't want any staffing people. They don't want any insurance salesmen. They go there, they meet and they talk about industrial issues. That puts them in front of that group every month. So they are sharing their issues with them and they are always out calling on them.

Mr. Kahn stated they have an expansion project right now. They're working with a local company that has asked to be confidential at this time but it would be a substantial expansion project if they can get the right site for them. That's been a little bit of an issue that they're overcoming. Mr. Kahn stated they have narrowed it down so they are locked in to one landowner and they're trying to see if they can get him to agree to sell the property.

Mr. Kahn stated they've helped numerous companies with expansion projects. Old Castle Precast is an example. They started off with one division out there and they can see that they've got that whole facility full now.

Mr. Kahn stated they've helped Azteca Milling on several avenues. They've helped Evapco on more than one occasion. They helped ADS on their project. Mr. Kahn stated he is sure he is leaving some out. They are constantly on top of that. They call on businesses regularly.

Mayor Poythress asked if there were any questions or comments.

Mayor Poythress stated that for reference, Council Member Medellin serves on the Board representing the City and he serves on the Board representing the Madera Chamber of Commerce so the City has a lot of representation there and they are well led in that effort by Mr. Kahn.

Mayor Poythress stated that he thinks during the recession times there were a lot of anxious people and where are the jobs and so forth but a year and half to two years ago the news came out that Madera County was one of the or the fastest growing manufacturing market for a small market in the nation.

Mayor Poythress stated the jobs were occurring; it's just that it wasn't any big company coming in and so forth. There was a lot of expansion going on. Paramount did come in but suddenly it was just like whoa and so thanks to Mr. Kahn and a lot of the efforts that they can see that are behind the scenes that aren't really aware to a lot of people. Mayor Poythress stated great job to Mr. Kahn and his team.

Mr. Kahn thanked Mayor Poythress.

Mr. Kahn stated that one of the things that gets overlooked somewhat too is that Economic Development doesn't start on a project today and then six months from now it's finished.

Mr. Kahn referenced the Mono Tribe as an example and stated that's been a 12 year project.

Mr. Kahn stated the Zelman project which he thinks some of them, most of them know about didn't occur but he has about six or seven years of blood, sweat and tears involved in that project as does the City staff. Mr. Kahn stated they all have the scars to show for that one. Mr. Kahn stated he is confident that someday that's going to happen.

Mr. Kahn stated there are a lot of projects that they work on that either don't come to fruition for some reason or they're shortlisted and they work like crazy to make them be the site that is picked and then they are not the one that is picked but it doesn't mean that it was from lack of effort. Mr. Kahn stated it's usually because of something like a power issue or some other issue and sometimes they've lost projects just because the guy that is going to be running the facility was the decision maker and he wanted to live in Visalia rather than Madera. So they've got those issues. They never know how a decision is going to be made but there is a lot of time and effort put forth in those types of jobs as well.

Council Member Medellin stated that was a good point. Council Member Medellin stated that sometimes as a Council they are graded by the number of Targets or In-N-Outs that they have in the City and it's certainly not for lack of trying.

Council Member Medellin asked that Mr. Kahn share some of the stories that he's shared with them as Board members on what that criteria is because if it was up to them, obviously, they would have those retail stores here.

Council Member Medellin stated the things that are beyond their control like the demographics and median income are simply especially since the recession.... It's been a very cut throat business to try to get people to come not only to Madera County but counties up and down the State of California. Regulations play a role as well especially with industry. It's been very difficult. Council Member Medellin asked again, for just some of the criteria or some of the things that some of these big stores or retail chains are looking for.

Mr. Kahn stated that shifting over to that side of the equation.... Like he said, there are two sides. They have the industrial side and then the commercial side and a lot of people lump all that together but it is two very distinct, different markets or different areas of real estate.

Mr. Kahn stated that on the retail side and that is the side that they know as a Council person that is what everybody wants. When they come up to them, they don't come up to them and say we want this glass facility out there at Deerpoint. They come up to them and they want an In-N-Out. They want a Starbuck's.

Mr. Kahn stated that when he first came and took this job, there was no Starbuck's in Madera at all and the first thing somebody told him was if he got a Starbuck's in Madera, you're golden, you're good forever. Now they have two or three of them and people are still on his back. Memories are short but anyway, it's just humor. It's what you see.

Mr. Kahn stated that going back to his question. They look at areas like population. They look at household income.

Mr. Kahn stated they are working with one right now where they had to do a report on new housing starts. So what they did, with the help of City staff which again he can't praise their staff enough on how they assist them..... He knows that when the phone rings for Community Development Director Dave Merchen, Planning Manager Chris Boyle, City Engineer Keith Helmuth and Chief Building Official Steve Woodworth and they see his phone number on there, he thinks they shiver because they know something is coming their way.

Mr. Kahn stated they put together a report and they not only talked about the housing starts but they talked about how the infill is filling up. That is going to be pushing some of the subdivisions that were on the books that never came to fruition at the time of the recession. So those new subdivisions are going to start popping out.

Mr. Kahn stated they don't just send them a report that says here's how many building permits were pulled last year. This is how many were pulled in 2016. They want to go beyond and paint a better picture because that is what they are looking at. They want to see the growth of the City. They want to see the potential. They want to see what's happening in this County and the positive influences that are happening.

Mr. Kahn stated he talked to Applebee's several years back and they were negotiating on a site here in Madera and the guy was just talking to him and said one of the things they are very careful about, where he's asking him advise on was where they should put that building. They want to put it where the town is growing and they want the growth to continue towards them. They don't want to invest \$5 million and then have the City grow away from their location.

Mr. Kahn stated those are all things they're looking at.

Mr. Kahn stated he met with the Target real estate manager for the western United States last May and the good news is they met one-on-one and he told him that if it was up to him, they would have a Target store in Madera. He said Madera needs a Target store and he said he is convinced of it and he knows it would do well. He said he can't convince the people back in his home office.

Mr. Kahn stated that as they sat down. They developed a strategy. They talked about the Love's Travel Center. They talked about the Casino. The talked about some of the other things that are happening in the City and out on that Avenue 17 corridor. He said to meet again when the Love's starts breaking ground and the Casino starts breaking ground. So they just decided that no matter what they are just going to meet again at the end of the year and talk about what's happening and give him a fresh update. He wants bullets that he can use to convince his people.

Mr. Kahn stated they have areas like minimum population. Sometimes they go talk to somebody at these companies and they'll ask how many people are in the community. The City of Madera has 62,000 and they'll say they don't look at anything under so many.

Mr. Kahn stated he talked to IKEA just for fun. He knew they weren't going to touch the area but they told him they'd have to have 2 million people. Mr. Kahn told him they could be the center of the San Joaquin Valley and how is that.

Mr. Kahn stated those are some of the criteria. Some of them are attainable through work and stretching and doing market surveys and drive time surveys for them. Other ones, they know they just can't come close to what they want.

Mr. Kahn stated they are welcome to stop by any time or if any of the Council Members want to go on a personal tour. Mr. Kahn stated he can't necessarily get them in the facilities but they can certainly drive them around, show them and discuss what's going on with some of the manufacturers. Mr. Kahn stated if they have any questions about certain particular areas of the City or the County, they can certainly do that for them. They are happy to do that. Mr. Kahn thanked the Council.

B. CONSENT CALENDAR

- B-1 Minutes – 6/15/16
- B-2 Information Only – Warrant Disbursement Report
- B-3 Weekly Water Conservation Report 10/3/16-10/9/16 (Report by Dave Randall)
- B-4 Consideration of a Minute Order Rejecting a Claim filed by Abelica Sanchez (Report by Wendy Silva)
- B-5 Consideration of a Resolution Approving Submission of an Application to the State Department of Parks and Recreation for Grant Funds Relating to Madera Sunrise Rotary Sports Complex (Report by Mary Anne Seay)
- B-6 Consideration of a Resolution Approving Additional Part Time Positions and Supplies for the Infrastructure Condition Assessment Project and Amending the Fiscal Year 2016-17 Sewer Budget and Appropriating Funds to Specified Sewer Fund Accounts (Report by Dave Randall)
- B-7 Consideration of a Resolution Authorizing Participation in the State Interagency Intercept Collections Program and Authorizing the Mayor to Execute the Intent to Participate and Any and All Documents Necessary to Facilitate Participation in the Program (Report by Brent Richardson)
- B-8 Consideration of a Resolution Approving Attorney-Client Fee Contract with the Law Offices of Gregory L. Myers and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Brent Richardson)

Mayor Poythress asked if there are any items on the consent calendar that a Council Member would like to have pulled for further discussion. No requests were made.

Mayor Poythress asked for a motion for action.

ON MOTION BY MAYOR PRO TEM RIGBY, AND SECONDED BY COUNCIL MEMBER OLIVER, THE CONSENT CALENDAR WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

- RES. NO. 16-163** **A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING SUBMISSION OF AN APPLICATION TO THE STATE DEPARTMENT OF PARKS AND RECREATION FOR YOUTH SOCCER AND RECREATION DEVELOPMENT PROGRAM GRANT FUNDS RELATING TO MADERA SUNRISE ROTARY SPORTS COMPLEX**
- RES. NO. 16-164** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA MENDING THE FY 2016/17 ANNUAL BUDGET TO INCREASE EXPENDITURE ALLOCATIONS IN THE SEWER FUND BUDGETS TO INCREASE THE ALLOCATION NECESSARY FOR THE INFRASTRUCTURE CONDITION ASSESSMENT PROJECT**
- RES. NO. 16-165** **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING PARTICIPATION IN THE STATE INTERAGENCY INTERCEPT COLLECTIONS PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE INTENT TO PARTICIPATE AND ANY AND ALL DOCUMENTS NECESSARY TO FACILITATE PARTICIPATION IN THE PROGRAM**
- RES. NO. 16-166** **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN ATTORNEY-CLIENT FEE CONTRACT WITH THE LAW OFFICES OF GREGORY L. MYERS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY**

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

There are no items for this section

D. WRITTEN COMMUNICATIONS

- D-1 Consideration of a Request from the Madera County Public Health Department for Appointment of Council Members to Serve on the Communities of Excellence Needs Assessment Group for Tobacco Control (Mayra Miranda)

Mayra Miranda with Madera County Public Health Department stated she just wanted to talk to them a little bit about Communities of Excellence. It is something that the Madera County Tobacco Control Program does every three years. It is a systematic assessment of tobacco control related needs and to assess the capacity of their community. It helps the program set priorities as well as develop a meaningful plan of action to address tobacco related issues and needs in the community.

Ms. Miranda stated that she and her colleague Debra thought that since they've worked so well with the City, they would like to invite the City to participate in this community needs assessment. They are asking for a two meeting commitment. One is the assessment phase. The other is the priority setting phase. Ms. Miranda stated they would really love City input just to continue the partnership. Ms. Miranda stated she would be happy to answer any questions.

Council Member Oliver stated he doesn't have too many questions. He just wanted to thank Ms. Miranda and Debra for being very proactive and for engaging their Council. Council Member Oliver stated this group is obviously very important to their community.

Council Member Oliver stated he wanted to make a suggestion as far as appointees to serve on this body if it was ok with the Mayor. Council Member Oliver stated that although he would love to participate, his 9:00 a.m. to 5:00 p.m. job would keep him from doing so, but he does know that a big part of their effort essential to it is their young people and the impact that tobacco related issues might have on their students. He would suggest the three individuals that work with the youth on a day-to-day basis and that would be

Council Member Foley Gallegos, Mayor Pro Tem Rigby and Council Member Holley if they would be interested.

Mayor Poythress asked if there was a measure of interest from the three individuals that were mentioned; Council Members Holley, Rigby and Foley Gallegos.

Council Member Holley stated he is already on the Board. He has been working there for the last couple years that they started.

Mayor Poythress stated that was one.

Council Member Foley Gallegos stated she's seen the lady's presentation and it's great and she would love to be on the committee.

Mayor Pro Tem Rigby stated they should sign him on.

Council Member Medellin stated he would like to take a few minutes and thank Ms. Miranda and Debra for being there. They have some valuable information that they can use, not only as a Council as a City, but as a County because this information does not stop at the City line. It does not stop at the front door of a convenience store or of a school. This is a growing issue with large concern. He, too, thanks them for being there and including the City in their efforts and applaud their efforts for what they've done so far.

Ms. Miranda stated they would be in touch then and asked how that works.

Mayor Poythress stated she would just reach out to the three individuals that were mentioned. Mayor Poythress stated she could probably work through the City Clerk to contact them.

E. ADMINISTRATIVE REPORTS

- E-1 Discussion and Consideration of Potential Consolidation of the Parkwood Water System with the City of Madera Water System; and

Consideration of Authorization, by Minute Order, for the Mayor to Sign a Letter Directed to the State Water Resources Control Board (Water Board) Stating the City's Intent to Negotiate a Consolidation Agreement with the County of Madera and the Water Board Addressing the Parkwood Consolidation Project; and

Direct the City Administrator to Work with Madera County and Water Board Representatives to Negotiate Terms of a Consolidation Agreement for Consideration by the City Council (Report by Dave Randall)

Dave Randall, Public Works Operations Director stated they are back again talking about Parkwood.

Mr. Randall stated Council probably knew that the State has desired for quite some time for the City to take Parkwood under their wing and consolidate it with the City. Previously, they'd talked quite a bit with the State. They had some low interest loans that they were offering but nothing really jelled. The City and County have been talking about incorporation and other issues that they share in Parkwood for some time but that has been an on-going process.

Mr. Randall stated that for anybody who doesn't know, Parkwood is in the southern portion of the City. It is contiguous with the City. It is right off Highway 145 and Pecan Avenue.

Mr. Randall stated that within the Parkwood area there are two particular facilities that are important.

Mr. Randall referenced the display and stated they can see a tie where they City can provide Parkwood water. In the past when they've run out of water they can provide it. They obviously have plumbing mains that go around the perimeter as well as so it would be a fairly reasonable way to consolidate. Mr. Randall stated the existing facilities on the site are shown in the center.

Mr. Randall stated originally, Parkwood had about three wells and they have deteriorated over time. They are down to one minimally producing well. They more recently put in a 250,000 gallon above ground tank to help with some of the demand and fire service issues and that has helped them.

Mr. Randall stated what has changed is SB 88 got approved in 2015. That authorizes the State Water Board to order consolidation of a system where there is a disadvantaged community that is failing to produce adequate water and there is an adjacent viable water system, which is what they have here.

Mr. Randall stated that last December, the State requested that the City and County voluntarily negotiate it and as they know they have been talking for quite some time and they continue those talks. In June, they received another letter from them directing them per the new SB 88 to negotiate with the County and try to come to a consolidation agreement within six months. Mr. Randall stated they continued their discussions with each other and the State met with the County and they came and met with them as recently as August 22nd. They have a lot of things they agree on. There are a lot of details obviously to be addressed.

Mr. Randall stated the State held a public meeting with the Parkwood residents and talked to them a little bit about their needs. That was last September 14th. He believes they had two Council people in attendance.

Mr. Randall stated in general, the basic concept is a "no harm, no foul" premise. The State is willing to fund improvements that need to be made to bring the Parkwood system up to speed. Mr. Randall stated that in the City's negotiation with the County, they jointly previously funded a study that looked at not only the water but the sewer, the streets and all the infrastructure there. In that study, water improvements were over \$2 million so it is a considerable amount of investment. Again, the basic assumption is that the State will be able to provide the funding so that those improvements can be made so that if the City were to take it over, it wouldn't be a liability.

Mr. Randall stated the devil is in the detail. The particulars on how you do that is important. They want to make sure that things actually happen. It's a great idea but getting it across the goal line is a little different. What they want to do is come up with some points about what they want to make sure they get in an agreement. Mr. Randall stated they were going to go over them real quick.

Mr. Randall stated first of all, the system wouldn't be consolidated until after the improvements are in. Just having the funding in place is a good idea and they know where there is some funding but it doesn't get them across the finish line. Things can happen during construction that change the game. The whole rafter beginning can go wrong so part of it is they want to make sure is they'll be glad to take it over when they actually get there.

Mr. Randall stated secondly, all the improvements need to meet or exceed the City standards. If they put things in at a lower standard, it can increase their operational expense and they don't want to have somebody with a lower service, lower pressures or lower expectation of services. They want to make sure it's the City's standards not just a general State or County standard.

Mr. Randall stated the point is they need to do it so it doesn't affect their service level. This shouldn't adversely impact them so that there's more demand on the surrounding neighborhoods. Currently, they can serve them but it does have some stress to their system when they do that. The provisions that are already in place and are moving forward with the State and the County would alleviate that. They are moving forward with efforts to put in another well so that would be the type of thing they want to make sure actually happens so they are not stuck with one well that has some problems.

Mr. Randall stated that when they do combine the systems, they want everyone to understand that it is not going to be a step-child or something that is differential. They become a rate payer just like their other rate payers. They're coming in without a liability so they don't owe them anymore and we don't owe them anything more.

Mr. Randall stated the rates would be the same rates their current payers pay. Right now, Parkwood pays \$27.06 a month for a Single Family Residential plus they pay an additional \$7.00 for capital replacement. That is for both sewer and water. The City's rate is \$23.10 so they are not too far apart but it doesn't look like if they brought it in to their side it would likely be more. Although, that is quite a way down the road so rates can go back and forth.

Mr. Randall stated obviously, it's not just that the system is there but they don't want to assume any significant debt or liability so that is why they are talking about improving the deficiencies. They don't want to see some operational expenses that suddenly build up and next thing you know they have a negative or debt service that they have to pick up with it.

Mr. Randall stated obviously, they need to be able to access that system and work on it and they need to have the ability to go and make repairs, etc. without having to re-pave somebody's street other than what you normally do. You always have to patch. Unless annexation were to happen to occur with it, this deal isn't based upon that, but if it happened to occur with it they would need the easements and things necessary so they can get in and provide the services.

Mr. Randall stated lastly, they want to make sure the State is a party to the agreement. They don't want to get down the road and find out that the City and County agreed but the State's got a different rule today or they're not going to see it that way and they don't care what they say but they don't get this. They all need to be on the same page and they believe they are going that way. So far, he can say that the County and the State have worked in a good faith effort but good faith really should result in good documents.

Mr. Randall stated what they are asking for tonight is a minute order to authorize the Mayor to sign a letter identifying the City's intention to negotiate an agreement and to direct staff to work with the County and the State to negotiate it based on what staff has presented in the report.

Mr. Randall stated he would answer any questions. He stated they also have representatives from the State; Cathy is here and Phil from the County is there as well if Council has questions for them.

Council Member Medellin stated that Mr. Randall mentioned consolidation would not happen after all repairs are made so in the event the State does not provide full funding and asked if he was to assume that the County will then pick up whatever is left. Council Member Medellin asked if that was the agreement.

Mr. Randall stated that is the basis. They're suggesting that they negotiate. Staff is asking Council for direction on what the basis is and staff is saying that should be the deal point.

Council Member Medellin stated he agrees. Council Member Medellin asked how this affected the City's conservation efforts with the State. Moving forward they can have a very wet year or if they tend to have a couple more dry years with the State tightening the belt on conservation efforts. This now throws a monkey wrench into their 2013 water usage.

Mr. Randall stated they do adjust their number based upon population and if they do an annexation but the ratio probably is going to be nearly the same. The numbers will come up. They obviously, will have to produce more water if they have more customers. Mr. Randall stated that right now they don't have a conservation requirement as they know but very likely that will come back maybe in February or March.

Council Member Medellin stated this isn't necessarily an annexation per say just yet, this is.....

Mr. Randall responded that it isn't but that it would be a part of their water system. It is an annexation into the system but not incorporation into the City.

Council Member Medellin responded so long as that was defined.

Council Member Foley Gallegos stated she had a couple of questions. She asked how many gallons this well was already pumping for their City residents.

Mr. Randall asked if she was referring to the well in Parkwood.

Council Member Foley Gallegos stated the well that they were going to hook up to Parkwood.

Mr. Randall stated it is not just a well; it's a system. Right now, they have one point of connection. All the wells work together so there is not a particular amount of water that is flowing. Right now, he believes and maybe Phil can verify this, he thinks their well produces in the range of maybe 600 gallons per minute; that type of capacity. That's why they are putting an above ground tank. It may actually be lower than that. He doesn't want to throw stones but that is not a very good producing well.

Council Member Foley Gallegos stated that what Mr. Randall is saying is that it is not going to affect the pumping for their City residents when they hook up with Parkwood and the water pressure is not going to be affected.

Mr. Randall responded in the negative and stated that was based on the fact that they are going to add a well. Now a well, depending on how it comes in, can range in its production. 600 would be way low. It would probably more likely be around 800 to 1,200 gallons per minute. It would be nice if it was 2,000 but there are a lot of different variables and they have to study locations. They'll do a hydrology study as to where the best place to put it in their system is, etc.

Council Member Foley Gallegos asked if they come up with a second well, who was going to maintain that; the City or the County.

Mr. Randall stated if they're consolidated that.....

Council Member Foley Gallegos stated that would be the City. She asked if they have the manpower to maintain another well or are they looking to hire someone else.

Mr. Randall stated that going from one more well probably wouldn't create that much of an increase. They have larger long-term infrastructure goals which include above ground tanks for the City. There are a number of things but it wouldn't....and again, more people means more revenue. In that revenue is the money for staffing so while it's a relatively small increase, it's not un-mitigated by the revenue they receive from their rate payers.

Council Member Foley Gallegos stated Mr. Randall spoke about the decisions that are being made with their committee and their staff. She asked who of City staff is on the committee.

Mr. Randall stated that obviously, they have City Administrator David Tooley, Community Development Director Dave Merchen, himself, City Engineer Keith Helmuth and they draw from anybody. Mr. Randall stated Finance Director Tim Przybyla will often give them good financial information. They are a great team. They collaborate quite well.

Council Member Foley Gallegos stated she knows the County has their Sewer Water operational person involved in this. She asked if the City had theirs involved in that also.

Mr. Randall responded affirmatively that Water & Sewer Operations Manager Danny Martin is involved as well.

Council Member Holley asked how far away they were in obtaining this district.

Mr. Randall stated the process can take quite some time. Not so much where concepts might not jelled a lot quicker, but working through grants particularly state grants can be quite long. Probably, one of the first things that they'll be doing will be a study the State will want before they give them construction grants. That study is probably at least 18 months then they'll have a construction grant. Probably 36 months. Mr. Randall stated they can see quickly that they're talking maybe as much as five years out before they're likely to take over control and care of the system.

Mayor Pro Tem Rigby stated that once improvements are made, the delivery of the services will not be considered inadequate any more. Mayor Pro Tem Rigby asked if the State Water Board would still ask or request that the City take on Parkwood as being deemed inadequate.

Mr. Randall stated that is part of the discussion that they need to have with the State. It's one of those chicken and eggs things. You fix the problem so it's no longer a problem but you wouldn't go there if you didn't fix the problem so....

David Tooley, City Administrator stated that his understanding is that their ability to access the financial assistance is contingent upon so once they start down this path they should do so in good faith.

Mayor Pro Tem Rigby stated he agrees and mentioned for the record that with SB 88 and the State Water Board making it very clear that they would like the City to cooperate with the County, he finds it within the best interest of the City that they do so now before the State comes in and does it for them. It is nice to have a seat at the table to be able to discuss the parameters in which this decision needs to be made.

Council Member Oliver stated if there is outstanding capital debt with Madera County Maintenance District 19, he imagines it would be the responsibility of the State or perhaps the County to address that. He asked if there had been any commitment so to speak.

Mr. Randall stated he doesn't think they've gotten down to those details. They've talked in general about those issues. They've asked some questions about there being any major outstanding debt and that hasn't been totally clarified. They don't believe there is a major issue. Mr. Randall stated that again, they are talking grants. They are not talking loans.

Mr. Randall stated they want to make sure that point is settled because if they run operating losses for five years, he doesn't want to take over something when there's no reserves left. Maybe they are in arrears. Maybe they start taking loans from their other districts. They don't want to be there. Mr. Randall stated he thinks that is something that makes sense and they just have to make sure that is part of a detailed comprehensive agreement.

Brent Richardson, City Attorney stated the statutory scheme actually contemplates that there won't be an impact to the rate payer necessarily. If they did assume a debt that would obviously mean there would be an impact to the rate payers so he thinks part of the whole process is going to involve resolving that in some form or another without the City picking up the tab before it finally happens. That is actually in the language of the statute.

Council Member Oliver stated he thinks so long as there is no new net cost on City rate payers and with the deal points they've outlined here, he thinks it is prudent and pragmatic to come to the table and negotiate or discuss with their County and State colleagues. He would like to recognize Supervisor Rodriguez who is there today with his Chief of Staff, Letty Gonzales. Council Member Oliver stated he knows Supervisor Rodriguez has focused a great deal of effort toward Parkwood and Madera County Maintenance District 19 and he is confident that with Supervisor-Elect Poythress that they'll be able to have two great partners to work with the City to continue to foster that dialogue.

Mayor Poythress stated his confidence will be rewarded.

Mayor Poythress asked if and when Parkwood becomes a part of the City of Madera water system, will they be subject to the same water restrictions and so forth and water patrols.

Mr. Randall stated that would be something they would ask to stipulate. He doesn't think it's difficult to do. There is a little bit of an issue in terms of..... Their authority is through the Police powers. That is a legal thing they've been talking a little bit about but the intention is right. He doesn't think it's a policy problem but they have to figure out how they can make that work legally.

Mayor Poythress stated that if there were no further questions, he would ask for a motion for action.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER OLIVER, ITEM E-1 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

Mayor Poythress stated that it also asked for direction to direct the City Administrator to work with Madera County and the Water Board. Mayor Poythress asked if that was part of the motion or if it that was a separate motion.

Mr. Tooley stated it sounded like a legal question but absent that, yes he understands he should go do it.

E-2 Request for Direction Regarding the Preferred Method for Providing Landscape Maintenance Services to Median Islands and Other City Facilities; and

Consideration of a Resolution Approving Award of the Agreement for Landscape Maintenance Services for Downtown, Median Islands and City Facilities in the Amount of \$176,640.00 to Evergreen Lawn Care & Maintenance, Inc. and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mary Anne Seay)

John Scarborough, Park Planning Manager stated he doesn't do this often enough to get used to it, so he is nervous and asked that they bear with him.

Mr. Scarborough stated they were going to talk about median islands and City facilities' landscape maintenance. Mr. Scarborough stated they've had talks similar to this in the past. This particular situation is slightly different and he hopes he can do a good job in demonstrating what the differences are in order to lead them to the proper decisions.

Mr. Scarborough stated staff presented an item at the September 7th Council meeting requesting approval to enter into an agreement with Evergreen Lawn Care & Maintenance Company to provide landscaping maintenance services to City medians and facilities. Facilities are areas such as City Hall, the Frank Bergon Senior Center, the City corporation yard; that sort of thing.

Mr. Scarborough stated Council requested staff analyze additional information relative to different service delivery methods and present them at a subsequent meeting. Mr. Scarborough stated staff has analyzed two distinctly different service delivery methods and is seeking Council direction.

Mr. Scarborough stated that the decision point or business decision before Council that night is whether to contract out landscape maintenance services or assume control of maintenance activities utilizing the Parks and Community Services Department staff. Within the two models, various factors were analyzed including cost, quality control, risk management and community impact. Each alternative has distinct advantages and disadvantages.

Mr. Scarborough stated an RFP or Request for Proposals for landscape maintenance services was circulated and responses received by staff. Six responses were received. One firm was local to Madera. An additional local contractor had expressed interest early in the process in submitting a bid but ultimately

did not. The six contractors passed the initial review and were passed along to the Rating Committee. The committee rated the submittals using the following criteria of personnel, experience, approach to work, references and ultimately, the cost to do the work.

Mr. Scarborough stated proposal costs range from approximately \$161,000 per year to \$362,000 per year. The submittals demonstrated strengths and weaknesses of the various companies. As an example, while the low bidder scored well based on cost only, they scored quite poorly in the areas of references, approach, etc. While the high bidder scored poorly based on cost, they scored well in the areas of personnel and experience but required sections of the RFP submittal were missing.

Mr. Scarborough stated that after careful consideration, the review panel scored the bid proposals as follows: Evergreen Lawncare and Maintenance - #1, All Commercial Landscape Maintenance - #2, Jakusz Property Maintenance - #3.

Mr. Scarborough stated that from a strictly financial prospective, it is typically more cost effective to outsource landscape maintenance in the public right-of-way. This is usually due in part to the high cost of equipment and facility acquisition and maintenance. Working in median islands and other areas within the right-of-way presents risk to staff. Contracting out this work effectively transfers these risks from the City to the contractor. Minimum oversight is usually required in this scenario. This will result in staff being able to focus in other needed areas such as park maintenance, tree care and capital improvement projects. In this scenario, the costs are fixed and predictable for the life of the contract.

Mr. Scarborough stated paying contracts to perform this work could potentially result in the loss of local tax revenue in the form of annual fees paid to contractor. Contractor's employees may reside in communities other than Madera potentially resulting in a loss of sales tax revenue. Response times to emergencies and quality control can suffer. This is specific to each individual contractor. It is not the case across the spectrum of professional companies.

Mr. Scarborough stated all cities have had experience with contractors doing sub-standard work. In those cases, they require a lot of staff oversight.

Mr. Scarborough stated there are several benefits to keeping landscape maintenance services in-house. Chief among them, is increased quality control. Local control of the workflow will also likely result in faster response times in the event of an emergency. Internalizing this work may increase the chance that Madera citizens would be employed and may provide a positive benefit to the local economy. These benefits are difficult to quantify as it is unknown how many new employees may actually reside in Madera. At a minimum, staff sees a potential for improved commitment to service and community pride.

Mr. Scarborough stated the high cost of equipment acquisition and the fact that nearly all start-up costs will be borne by the General Fund is a significant down-side to internalizing this work. The Parks Maintenance Division currently lacks space to expand these maintenance activities. This is physical space meaning areas to park trucks and house staff and that sort of thing. Keeping the pool of part-time employees full of qualified potential employees requires significant effort from the Parks' administrative team and the Human Resources Department.

Mr. Scarborough stated significant oversight by administrative staff will likely result in the reduction of time currently devoted to other activities such as capital projects and grant opportunities. Other departments such as Fleet, Human Resources and Finance will likely be impacted as well.

Mr. Scarborough referred to the display and stated it was a cost comparison. He didn't know if they wanted to go line by line. He stated he has a couple of slides after this that breaks down what is on the page. Mr. Scarborough stated if everybody was good with it, he'd just jump to those and he can always go back to this.

Mayor Poythress stated they were good because everybody thoroughly examined this last week also.

Mr. Scarborough stated he was sure there are a lot of questions and they want to get to those.

Mr. Scarborough stated that if internalizing operations, staff estimates first year start-up and operating cost to total approximately \$351,000. These costs are made up of staff hours and associated benefits; what they call a fully burdened rate, fuel, maintenance supplies and the cost of acquiring the new equipment to successfully perform the work. Costs drop significantly in year two to approximately \$270,000 then begin to rebound in years three through five to \$276,000, \$287,000 and \$320,000 respectively. Cost in future years are estimates as many factors can and likely further negatively impact the estimated cost for each year. Some of these are increases in CalPERS, medical benefits and increases in the minimum wage.

Mr. Scarborough stated the cost in the first year of the proposed contract and each subsequent year up to five years is \$176,640 a year. Mr. Scarborough stated these costs are fixed and predictable. Although very small increases or decreases can occur due to natural disasters, accidents and other factors.

Mr. Scarborough stated the FY 16-17 adopted General Fund budget has an operating loss of approximately \$1.4 million. While City staff are working to reduce this number, contracting this work is less likely to exacerbate this situation beyond what is already known and predicted in this year and coming years. Mr. Scarborough stated he would answer any questions.

Council Member Foley Gallegos stated that in the Salary and Benefits section it indicates \$86,000 and asked if that is for two full-time people or one.

Mr. Scarborough stated he doesn't have that chart in front of him. He stated that this is a totalization. Mr. Scarborough stated that if they look in year one, the \$222,018 is a totalization of full and part-time.

Council Member Foley Gallegos asked how many full-time were they looking at.

Mr. Scarborough responded there were two and then two full-time equivalent of part-time which really ends up being about four part-time people. The reason that it works out that way is that with their part-time people are limited to 1,000 hours per year so it ends up being about four people.

Council Member Foley Gallegos asked if they were looking at a team of six.

Mr. Scarborough responded affirmatively and stated that not all at the same time because in order to get through a year they have two full-time people and two part-time people in the first six months of the year and then in the second six months it would be the same scenario. It is six people but not six people year round.

Council Member Foley Gallegos asked if this team will be working together like their other teams are on the zones.

Mr. Scarborough stated this is a completely different program. They don't want to intermix them. Mr. Scarborough stated this is actually what he alluded to early on. The fact that this scenario is a little bit different than what they've discussed in the past. The example that he was referring to is the zones. The zones is a complete different animal in that the people that receive the benefit pay for it. This is different in that the people that receive the benefit kind of pay for it but it all gets channeled through the General Fund. Mr. Scarborough stated zones would be separate. This would be a stand-alone program although it would have an impact on the Parks' Leadership Team.

Mr. Scarborough stated that the way that they currently have it set up is that they have two Park Worker III employees which are in the middle of their ranking group. They are high level enough that they can direct staff but not so high that they start to get in the supervisorial areas. Mr. Scarborough stated they will rely on their existing Park Supervisor to help direct traffic to some degree. They need to minimize that to the

greatest degree possible because he is pretty stretched right now. He is doing some work in the zones and then obviously their parks maintenance activities continue to grow every year.

Mr. Scarborough stated that in fact they are getting ready to grow again now. They have five capital projects that are just about to be completed. Four of which they will be taking over internally and maintaining. That is the Laurel Trail, the Successor Agency's Riverwalk project, the Knox Park project that they just dedicated last week and the new Centennial Park project.

Mr. Scarborough stated that the last two projects are interesting in that they have playground components and restroom components. Those in their book are some of the highest level work they do. They touch those every day whereas median islands and that sort of thing they can go weekly.

Council Member Foley Gallegos asked him to help her understand. She asked if this team of six are going to work together on these properties.

Mr. Scarborough responded affirmatively and stated they are a team but they will leave in separate vehicles and go to different areas in town. They won't all go to the same site together.

Council Member Foley Gallegos stated she looked at some of the sites. The Mexican American Center on Columbia Street; \$250 a month for a little area. The West Side Youth Hut; \$300 a month which it really doesn't need that much for that. The Mainberry, 3rd and Westgate; \$1,300 a month for a drip site; the median islands. They're all drip and there's nothing really to be maintained on there but they are going to be paying a contractor \$1,300 a month for something that is not maintained. The Police Department has a little bit of grass, one tree, a few plants; \$230 a month. That's a lot. Maybe if they hit it once a month and in the winter seasons she doesn't see it. The Ren Way cul-de-sac; \$170 a month and the residents say they see the company there maybe twice a year if they are lucky and here they are paying the company \$170 a month. That is her concern there.

Council Member Foley Gallegos stated that a lot of the properties that are listed here, in her opinion she doesn't see that they would need two full-time people to run that. She stated if that was the case and they cut down this amount they would be pretty close to the bid amount the contractor Evergreen Lawn Care & Maintenance, Inc. came up with.

Council Member Foley Gallegos stated if they look at the capital outlay for the second, third and fourth year they're not putting any money into that which saves the City almost \$175,000 in those three years without coming up with capital outlay and she included the increase in the salaries for the three years.

Council Member Foley Gallegos stated if they could have Campfire go out and do one of these she would just love to give them the check but that's impossible.

Council Member Foley Gallegos stated she just can't see the City contracting out for properties that don't need maintenance every month like the median islands at \$1,300. The drip water sprinklers don't need to be repaired, nothing needs to be mowed or edged. They have a tree service that takes care of that. She is not clear on that and asked that Mr. Scarborough help her understand that.

Mr. Scarborough stated that the first couple of facilities that she mentioned, the Mexican American Center, Youth Hut all have something in common; it's turf. Whenever they have turf particularly at a visible facility like the Youth Hut it needs to be touched nearly weekly.

Mr. Scarborough stated where they can get away with differing levels of service are specifically just planter beds and they can do things such as controlling weeds through chemical control or chemical applications, trimming shrubs and they don't have to necessarily come back for a month with one caveat and he'll get back to that.

Mr. Scarborough stated that in regards to turf, everybody who has a yard knows that they pretty much have to mow it weekly. The sprinklers are a problem. If you don't mow it weekly, and they've experimented with this and it's been something he's been doing this for 30 years and he's seen it time and time again, the first thing they hear is to go to every other week on turf and that will save them 50% of the cost or 50% of the time or what have you. It doesn't work that way and the reason being is that if you skip a week, when you come back there's nearly twice as much work to do. So whereas it would take 30 minutes to unload the mowers and blast through a lawn and everybody loaded back up and go, now it ends up taking 45, 50 minutes or whatever and when they're talking about an industry where minutes count, that's substantial.

Mr. Scarborough stated the other caveat is the irrigation systems. People see the drip lines in the median islands and the dead grass and they believe there is nothing to do there. They did it that way for a reason. There were other communities that permanently retrofitted their median islands at great cost and great effort and the City needed to do it quickly and they don't know what is on the horizon and so they thought let's get this thing done as quick as they can with the least amount of effort and money spent. So they put the drip tubing in and frankly it's been a great success.

Mr. Scarborough stated the beauty of the way they did it is now they have the option of either going back to the old school way which likely is not going to happen or ultimately they can make it permanent.

Mr. Scarborough stated one by-product is that the drip line is relatively fragile and he does continue to get a fair number of calls where every time the gardeners go out they hit an emitter or they bump a tube and they cut a tube or what have you and the water is blowing all over the place.

Mr. Scarborough stated that everywhere there's an emitter there's a big green spot. Grass grows a foot tall in a week's time and so all of those things still need to be addressed. It's not quite the level of service that it required previously but it still needs to be serviced.

Mr. Scarborough stated there are some median islands where there are no green spots. The reason being is those are islands that the City maintains and their staff as opposed to going out and weed eating those green spots down are spraying it. So they just get a car and drive by and they spray it and it turns brown like everything else and you can't tell where the emitters are.

Mr. Scarborough stated lawns are tricky and there is still a fair amount of work that is required within the median islands.

Council Member Foley Gallegos stated \$1,300 a month for those islands is..... She asked how they made the contractor accountable such as in the Ren Way cul-de-sac. They've been seen twice in a whole year where the City was being charged \$170 a month.

Mr. Scarborough stated they have in instances where they've demonstrated the contractor has not performed satisfactory. The current contractor, the one they are trying to replace, they withheld payment to the contractor and they have records that demonstrate that. As far as the cost for the individual piece of land within the bid, the contractors when they bid look at this as a package and staff does try to break it up and there are a couple of reasons they break it up.

Mr. Scarborough stated their intent was to help local contractors that didn't have the resources to take on the whole thing as a project and be competitive in one area and for the City to award a portion of it. It's a business decision that the contractor makes; that this is the bottom line to perform all this work in the City of Madera. Staff does not have the ability to go back and say this one is too high. If they did, staff would likely find that there are several that are probably too low because they miscalculated square footage or what have you but they hope that at the end of the day it all equals out.

Council Member Medellin stated there were a couple of things that Mr. Scarborough could help him out with. Earlier Mr. Scarborough had said oversight is minimal but yet with the contract he said they had problems with in the past. Council Member Medellin asked if that was because the oversight was so

minimal that they didn't really keep on top of their poor quality. He's assuming that it probably falls on Mr. Scarborough personally as far as oversight and that he's spread very thin.

Council Member Medellín stated he wants to talk a little bit about oversight but at the same time he wants Mr. Scarborough to throw in the answer to fixed costs because he thinks there are a lot of variables in the landscape maintenance; broken sprinkler heads or broken pipes. Roots get into the pipes. Council Member Medellín asked if it was the responsibility of the City or do they pay the contractor for additional work that is done.

Mr. Scarborough stated he would address the first question first. In his tenure here they've had three different contractors. Two were doing zones. One was doing the medians. Two of the three contractors were bigger companies, fully capitalized and well trained staff. They required very little oversight on the City's part. They are a dream for staff frankly. Once they get out and get established and they know the route and they know what they're doing, staff doesn't have to babysit them; best case scenario.

Mr. Scarborough stated the contractor that they currently have now started out ok and then started to slip and he thinks there are reasons for that, obviously. Contracting is a competitive business and they have to hit the numbers right and if they don't hit them right, they have to make it up somewhere. They are under contract with them.

Mr. Scarborough stated obviously it is time consuming and expensive to replace a contractor particularly in this situation where it can take staff three or four months to get somebody back on-line. What they've done recently is do their best to hold them accountable. They basically went through the same practice in the zone situation and they were able to get them to minimum standards but it took a lot of work for staff to get them there. In that situation there are a number of people within the department and other areas as well that would be negatively impacted.

Mr. Scarborough stated they hope when they go through the RFP process that they do a good job of making sure that they get somebody that is competent because their goal is to have the people that they don't have to babysit. They feel confident that the group that staff currently recommended meets that standard.

Council Member Medellín stated that brings him to his next question. Obviously, the City either hires the wrong people or they just told them what they wanted to hear in the beginning and then failed them. That is why he brought up the question of oversight. He can appreciate criteria for hiring somebody that is not solely based on money.

Council Member Medellín stated that with the deficit before them, to him it is about money. They have to save everywhere they can especially in this particular department with making the City look beautiful. He thinks there is a way to do that by getting the best bang for their buck but again being a good steward of the taxpayer dollar, they have to save everywhere they can.

Council Member Medellín stated that being said, he would really like to see...and he knows the City Attorney is going to give him the eye in a minute...he would really like to see better outreach to the local vendors. If it is not strictly about money and they can hire people that do business in the City or County of Madera and they live here in the City and County of Madera, they can contract out and at the same time know that they have a vested interest in this community and will make sure the quality is up to standard. He doesn't know if they are missing the boat on those efforts or why they are not even giving them a bid but he thinks it would be safe to assume that being a part of this community they will make sure that quality would be number one.

Mr. Scarborough stated he could share a couple of things that may help. Number one, the sheer magnitude of the work scares off some of the local companies. The people they have bidding from other areas are typically the big dogs. As he had mentioned before, the companies they worked with previously were fully capitalized, full staff, new equipment and that sort of thing.

Mr. Scarborough stated staff mirrors their thoughts. Obviously, they want to support local at every opportunity. It is important to note that he had a casual conversation with the contractor they are recommending. They shared with him that they have approximately 20 people on their staff that live in Madera. Mr. Scarborough thought that was interesting. Not that it really matters because if they live here they are going to bring their paychecks home but he just happened to ask the question of is it possible that they would be deployed to work on their own streets and they responded it was very likely. Mr. Scarborough stated this particular company covers from Bakersfield to Modesto so they are large.

Council Member Medellin stated one last thing on the RFQ, the criteria is in there that it's not based solely on price. That they have this....

Mr. Scarborough responded affirmatively and stated it is five; cost, personnel, approach to work, experience and references. They are all weighted a little bit differently so they do their best to pick the best fit for the community and they think that helps them to do that.

Council Member Robinson stated he saw a report that in a city, they hire unemployed homeless people in order to give them a chance to work and have some self-respect and he can find out about that program and let them know about it. In the meantime, staff can start phasing out turf on smaller islands like using underground drip line for the trees to maintain them and using crushed granite rock. Phasing out the smaller ones over time then that reduces the amount of money that they spend every year. It will make it more manageable using drought tolerant plants; California natives.

Mr. Scarborough stated he agrees and stated they are actually working on all of those things as they speak.

Council Member Robinson stated like on 4th Street and Mr. Scarborough responded exactly.

Mayor Pro Tem Rigby stated he agrees with Council Member Medellin. Mayor Pro Tem Rigby stated Mr. Scarborough did a great job tonight. He opened his eyes.

Mayor Pro Tem Rigby stated he loves what they did with the RFP package by splitting it up and allowing for a little more competition. Kind of open it up for the little guy, if you will, if he wanted to come in and get a bite of the pie. Mayor Pro Tem Rigby stated he wished more local vendors would have taken the opportunity to have done so but for whatever reason they didn't. He hopes that the Parks and Community Services Department would continue to submit RFP packages that exemplify the example that they have there tonight.

Mayor Pro Tem Rigby stated he would like to remind his colleagues that if they are going to internalize in the future they need to make sure they are ready to do so. The reason they internalized the zones was because technically the zones are being funded by 80 different funds. If they want to internalize then they need to look at where they are going to keep machinery.

Mayor Pro Tem Rigby asked how much space the City has if they were to buy new lawnmowers, new trucks, some of the machinery, some of the capital stuff that they have here.

Mr. Scarborough stated they put him on the spot because he'd like to say zero. They are really hurting for space. The Parks Division has exactly zero square feet of covered parking space. It's been nice the last couple of years when they didn't have any rain because their fertilizer didn't get wet. It's the first time in a number of years that all their stuff didn't get wet. The rain is great but it comes with a down side as well.

Mr. Scarborough stated that with the addition of the zone program they work in a very old small facility. They do their best to make it fit their needs. Their yard space is a cut off corner of the corporation yard and they are continually being challenged as the Solid Waste Division is growing and the Public Works Department is growing and they're growing. They are just busting at the seams all over. Mr. Scarborough stated he says zero; they don't have much.

Mayor Pro Tem Rigby stated there's not much and hyperbole understandably doesn't necessarily need to be used here but again as much as he wishes they could internalize, it just seems to him that the best decision for the City right now is to be fiscally responsible with what resource they do or don't have.

Mayor Pro Tem Rigby stated he appreciates their efforts in bidding this out but it just seems to him that the right thing to do right now would be to go with an outside vendor.

ON MOTION BY MAYOR PRO TEM RIGBY, AND SECONDED BY COUNCIL MEMBER OLIVER, ITEM E-2 WAS ADOPTED BY A SPLIT VOTE OF 6-1. ROLL CALL: AYES: COUNCIL MEMBERS HOLLEY, MEDELLIN, OLIVER, RIGBY, ROBINSON AND MAYOR POYTHRESS. NOES: COUNCIL MEMBER FOLEY GALLEGOS.

RES. NO. 16-167 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AWARD OF THE AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES FOR DOWNTOWN, MEDIAN ISLANDS AND CITY FACILITIES IN THE AMOUNT OF \$176,640.00 TO EVERGREEN LAWN CARE & MAINTENANCE, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

Mayor Poythress stated that the meeting had gone on a little longer than he anticipated and there were some folks in attendance that were there for Item F-1 and if it was ok with his colleagues, he like to go to that item as he didn't know how long Item E-3 would take. No comments were made.

F-1 Consideration of a Resolution Commemorating the November 1984 Violence in India as Sikh Genocide (Report by Mayor Poythress)

Mayor Poythress stated he had a number of friends there that evening. He has known some of them over 20 years and they've had a chance to discuss the history of Sikhism and India, and a lot of the culture and history.

Mayor Poythress stated this is a resolution recognizing an event that occurred in 1984 where many Sikhs were killed and a lot of folks were displaced. It was a great tragedy.

Mayor Poythress stated there have been a number of cities throughout the valley such as Bakersfield, Fresno, Kerman and Stockton that have also passed similar resolutions. He believes Fowler passed a similar resolution last night. He was asked to present this also this evening.

Mayor Poythress stated that before he asks a representative to say a few words on behalf of this resolution, he believes Council Member Medellin would like to.....

Council Member Medellin stated he too has had a chance recently to meet with some of the gentlemen here and he's had a chance to do a little history and a little reading on what happened in 1984. It was very tragic.

Council Member Medellin stated he doesn't think this evening is about pointing the finger or turning back the clock. He thinks it's about being recognized. Their Indian community here in Madera is certainly growing not only in the last 30 or 40 years but if they look at just the last 10 or 15 years; growing immensely.

Council Member Medellin stated they are certainly a large part of the community. They're woven into their fabric whether it be in their agricultural community or business community. They are a part of this community and he thinks the resolution tonight is a part of healing not just recognizing but healing.

Council Member Medellin stated he would certainly support the resolution and thanked them for being there that evening.

Mayor Poythress asked Varinder to address the Council and give his name and address for the record.

Varinder [Name not stated.] thanked Mayor Poythress for helping them bring this resolution in front of the community and this Council meeting.

Varinder stated this issue is an important piece of Sikh history which they feel should be written accurately to reflect what actually happened in the dark time when thousands of followers of the Sikh religion were hunted and slaughtered. Varinder stated all of which happened under the watch of key Indian government officials. Young Sikh men and their families were murdered in broad daylight falsely accused as being separatists or activists who the police officials stated were killed in the line of fire when men and children were kidnapped and tortured until their families could pay a ransom or bribe corrupt officials to get their loved ones home.

Varinder stated they believe the 1984 Sikh Genocide needs to be highlighted by their local governments so that they may bring this important piece of history to higher levels of their government and eventually to the United Nations.

Varinder stated they are proud of their local city governments in approving similar resolutions in the City of Fresno and the City of Kerman, Stockton and Fowler as stated earlier.

Varinder stated they are available to answer any questions and if Council would like, they can provide resources upon request.

Varinder thanked everyone for their time and he thanked his local Sikh community in coming together in bringing attention to the Sikh Genocide of 1984. He stated God Bless them and God Bless America.

Simmer Sadank from Madera stated the Indian government tried to bury this event for a long time. In 32 years, there were 10 commissions and no justice was delivered. More than 3,000 people were dead and they were very well organized. The government official, even the Minister and Cabinets were having a voting list to pinpoint the Sikh houses so they can make max damage in the minimum time.

Mr. Sadank stated all Sikhs even kids and adults from age 3 years to 60 – 70 years old, they were all dragged from the houses and guided by the police officers and women were raped and they were killed by putting a burning tire on them.

Mr. Sadank asked them to imagine how the people died and the government support those burning thousands of people alive on the road and the bad part was that the family members were not allowed to pick up their dead bodies. Next morning, again, city cleaning people came and they collect all the bodies in the dump trucks and there was mass cremations. Mr. Sadank thanked Council to proving this as a genocide.

Mayor Poythress asked if anybody else wanted to say something.

Kalid Chaudry of Madera, California stated he is there for Measure K. He is supporting Measure K and there's a change of heart not change of mind because of Council Member Medellin and their Police Chief and that is why he is supporting it though he has reservations about it.

Council Member Holley stated they are not on that section of the agenda.

Mayor Poythress stated they had Public Comment. Mayor Poythress advised Mr. Chaudry that they would wait until Council Reports and then he would call him back up because this is that agenda item. They have to finish this one up.

Mr. Chaudry asked if they don't like him.

Mayor Poythress stated yes, but that had nothing to do with it.

Mr. Chaudry stated Bobby did not like money changers. He said that. He didn't want on the Board. Mr. Chaudry stated they should listen to Thomas Jefferson.

Mayor Poythress stated Mr. Chaudry is a citizen and it has nothing to do with what they think about him.

Mayor Poythress stated he would accept a motion for action.

ON MOTION BY COUNCIL MEMBER MEDELLIN, AND SECONDED BY MAYOR PRO TEM RIGBY, ITEM F-1 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 16-167 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, COMMEMORATING THE NOVEMBER 1984 VIOLENCE IN INDIA AS SIKH GENOCIDE

- E-3 Consideration of a Request to Appoint Three Council Members to Serve on a City Council Ad Hoc Subcommittee to Negotiate the Terms of a Proposed Development Agreement for the Madera Travel Center Project (Report by David Merchen)

David Merchen, Community Development Director stated they've identified that there is an existing Council Sub-Committee working on the North Fork Casino Tribal MOU and there is overlap with issues related to the Casino's MOU and this potential Travel Center development agreement.

It is their observation that it might benefit to have the same committee work on the development agreement but that is certainly up to the Council as a whole.

Mr. Merchen asked if the Council needed any background on the Travel Center project or what a development agreement is or could be, he'd be happy to discuss it.

Mayor Poythress asked if there were any questions for Mr. Merchen. None were asked.

Mayor Poythress stated there was a request in case someone didn't want to continue to participate on this sub-committee. He does see there is a recommendation to keep the existing Council members. Mayor Poythress asked if everybody wanted to continue.

Council Member Medellin stated he does.

Mayor Pro Tem Rigby stated he does also.

Mayor Poythress asked Council Member Holley if he wanted to continue to be on the sub-committee.

Council Member Holley asked if this was the same one as for the Casino.

Mayor Poythress responded that it was.

Council Member Holley stated ok.

Mayor Poythress asked if Council Member Holley would like to remain on it.

Council Member Holley responded affirmatively.

Mayor Poythress stated it looked like they had their Ad-Hoc Committee.

F. COUNCIL REPORTS

Mayor Poythress addressed Mr. Chaudry and stated it looks like the third time's the charm. They'll move on to Council Reports. It looks like there is nothing in Mr. Chaudry's way now.

Mr. Chaudry thanked Mayor Poythress. Mr. Chaudry stated he just spoke about it. He had reservations because it was an open ended slush fund that can spend on anything the City desires. It contains little guarantee that their tax dollars would go for increase police or fire services. This means more money in the hands of politicians and more waste with no end in sight.

Mr. Chaudry stated Bobby was there earlier so he took credit for everything here. Mr. Chaudry stated he didn't talk about infrastructure here which is the government's job. Infrastructure means there should be three lanes Highway 99. Smaller towns have three lanes Highway 99 going through those towns. He didn't talk about that.

Mr. Chaudry asked about fire protection here in this town. Bobby didn't talk about it.

Mr. Chaudry asked about police. Their crime rate is up 47% from the last year.

Mr. Chaudry stated this is the government's job. Government's job is not to call Target or Costco. Their job is to clear infrastructure and people show up. That's how it works.

Mr. Chaudry stated let's go further. He stated that instead of charging them half a percent, increase the tax base or consider at least Sin Tax. Sin Tax means charging cigarettes more tax or alcohol. He stated alcohol is more of a culprit than anything else. Mr. Chaudry stated they are missing on legal marijuana sales tax. They should go for that.

Mr. Chaudry asked why Administration salaries too. He asked why they shouldn't be paying also if they are paying.

Mr. Chaudry stated there were a few more things.

Mr. Chaudry stated policemen shouldn't be attending or going after frivolous calls and then doing paperwork. For example an elderly woman's trashcan escaped and cops show up there. Another example was on October 1st, Saturday night at 11:00 p.m; one ambulance in front, then there was a fire truck and then were three squad cars. Mr. Chaudry asked what was that really out of Creekside Nursing Home.

Mr. Chaudry stated they have to bring more efficiency plus reduce paperwork. Paperwork is costing a lot of money. For example if any kind of paperwork which is not going to make to the court system, why do paperwork anyway for policeman. They hate paperwork. You know that.

Mr. Chaudry stated those are his concerns so please work on expanding tax base. Bobby took credit but he never talked about it. He had wanted to ask him some questions. Mr. Chaudry thanked everybody and asked if they had any questions.

Council thanked Mr. Chaudry.

Council Member Robinson stated that he attended the South San Joaquin League of City in Delano last week.

Council Member Robinson stated that recently along with the Mayor he attended the ribbon cutting for Extreme Dance located on Country Club Drive.

Council Member Foley Gallegos stated she was the recycling person on Saturday. They had their Waste Tire Amnesty event happening. They collected some huge tires. They have a new company that they are working with so they had some restrictions. They were out there moving tires. People were coming in with truck loads and trailers. It was really exciting. She didn't get a count on how many were collected that morning.

Council Member Foley Gallegos stated she had to leave because she went to the Used Oil Filter Exchange event that they had at Auto Zone. They exchanged 146 filters this time. Last year it was 37. They did really well.

Council Member Foley Gallegos stated Mr. Randall and his staff did a great job on those and Code Enforcement on the Tire Amnesty. They are great programs. It really cleans up their City and makes things look really good.

Mayor Pro Tem Rigby stated he spent his weekend going door-to-door knocking and giving voters more information so that they could hopefully get a better idea for what Measure K is and he had a good time bonding with his dad doing that. They covered a lot of neighborhoods. It was a beautiful day. There were a lot of people outside working in the yard. He thinks he got two new Neighborhood Watch groups started out of it. They'll see.

Council Member Holley stated he didn't do a lot. He rested. He stated that on Saturday he went out on a block party on J Street. Council Member Holley stated he might have a Neighborhood Watch with them. That's their second block party but they haven't joined the Neighborhood Watch Program yet.

Council Member Holley stated that they failed to remember, he thanks their City staff and Parks for opening up Knox Playground. That playground has not had a dull moment since they opened it. He rides by and kids are just playing every day.

Council Member Holley stated that his new motto that he came up with that he wants Ms. Seay to buy this one is they always say "Parks Make Life Better". He has a new one for Ms. Seay and it is "Parks Make Madera City Better".

Council Member Medellin stated last Tuesday the Police Chief and the Police Department put a town hall meeting. An informative meeting, not only on Measure K but on a lot of propositions and measures that will be before them on the ballot.

Council Member Medellin thanked Mr. Chaudry for being there. Working together is how they get things done. Council Member Medellin stated Mr. Chaudry's comments were duly noted not only last week but this evening and he looks forward to more comments and more people attending those town hall meetings expressing their concerns for the City of Madera. Mr. Chaudry is absolutely right. They need to work together. It is not about any one person patting themselves on the back. It is a team and group effort and he looks forward to continuing to work together.

Council Member Oliver stated he has a new saying as well. It is "Madera Momentum". He joined his colleague, Mayor Pro Tem Rigby and others knocking on doors for Measure K as well and it was a great opportunity to hear from voters and their constituents about items outside of just that local funding initiative.

Council Member Oliver stated he thinks they will have a new Neighborhood Watch on Meadowrest Way and Pheasant Run. There seemed to be a lot of positivity and a sense of momentum that even voters had shared.

Council Member Oliver congratulated Mayor Pro Tem Rigby on being selected as "40 under 40" by Business Street. Each year they select 40 rising young professionals for their work ethic and work in the community, both from the public and private sector. Mayor Pro Tem Rigby was recognized this year with that honor.

Mayor Poythress stated last week he had an opportunity to attend the quarterly EDC meeting in Chowchilla. That was a lot of good reports. This afternoon Council Member Medellin and he attended the monthly MCTC (Madera County Transportation Commission) meeting and had a chance to get an update on transportation projects in the County.

G. CLOSED SESSION

Brent Richardson, City Attorney announced that Council will adjourn to closed session in several items.

The first is Item G-2 is Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code §54956.9(d)(2) in 1 matter. Item G-3 is Conference with Legal Counsel – Existing Litigation. Subdivision (d)(1) of Government Code §54956.9 in 1 matter. That is Junaid Lateef v. City of Madera. Item G-4 and Item G-5 are personnel evaluations. Item G-4 is for City Clerk and Item G-5 is for City Administrator. G-6 is Conference with Labor Negotiators Pursuant to California Government Code Section 54957.6. The representatives and organizations are as set forth in the agenda. Last but not least is Item G-7 Conference with Real Property Negotiators pursuant to Government Code Section 54956.8. The property and negotiators are as listed on the agenda.

Council adjourned to closed session at 8:03 p.m.

- G-1 Closed Session Announcement – City Attorney
- G-2 Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): 1 case
- G-3 Conference with Legal Counsel – Existing Litigation. Subdivision (d)(1) of Government Code §54956.9

One case: Junaid Lateef v. City of Madera
MCV 072672
- G-4 PERSONNEL EVALUATION – Pursuant to Government Code §54957

Position: City Clerk
- G-5 PERSONNEL EVALUATION – Pursuant to Government Code §54957

Position: City Administrator
- G-6 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-7 Conference with Real Property Negotiators - Pursuant to Government Code Section 54956.8

Property: 1 Parcel

Adamas LLC APN 038-040-004
Agency Negotiators: David Merchen, Les Jorgensen
Negotiating Parties: Ed & Gail Hanhart McIntyre and Adamas LLC
Under Negotiations: Price and Terms

G-8 Closed Session Report – City Attorney

Council returned from closed session at 9:30 p.m. with all members present.

Mr. Richardson announced that Council adjourned to closed session in several items.

First being Conference with Legal Counsel – Anticipated Litigation pursuant to Government Code §54956.9(d)(2) in 1 matter. No reportable action was taken. Conference with Legal Counsel – Existing Litigation pursuant to (d)(1) of Government Code §54956.9. No reportable action was taken. Two personnel evaluations pursuant to Government Code §54957. One for the City Clerk. One for the City Administrator. No reportable action was taken in either of those. Conference with Labor Negotiators pursuant to California Government Code Section 54957.6. No reportable action was taken. Lastly, Conference with Real Property Negotiators pursuant to Government Code Section 54956.8. No reportable action was taken.

ADJOURNMENT

The meeting was adjourned by Mayor Poythress at 9:32 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

ANDREW J. MEDELLIN, Mayor

Prepared by:
ZELDA LEÓN, Deputy City Clerk

City of Madera

Council Meeting Of	August 16th, 2017
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: 08/16/2017


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

July 25th, 2017 to August 7th, 2017

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

General Warrant:	14116-14339	\$ 2,281,166.34
Wire Transfer	Union Bank Payroll and Taxes	\$ 861,084.56
Wire Transfer	SDI	\$ 2,254.57
Wire Transfer	Cal Pers	\$ 330,383.33

Respectfully submitted,



Tim Przybyla
Financial Services Director

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
August 7th, 2017

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
14116	07/28/2017	AKEL ENGINEERING GROUP, INC.	PROFESSIONAL ENGINEERING SERVICE	121,354.93
14117	07/28/2017	ALL VALLEY ADMINISTRATORS	ADMIN FEES FOR JULY 2017	159.00
14118	07/28/2017	ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXP ACCT 07/28/2017 PAYROLL	950.86
14119	07/28/2017	AMERICAN MOBILE SHREDDING	SHREDDING SERVICES	280.00
14120	07/28/2017	AT&T	PD PRIVATE LINE SVS 0619 - 07/18	374.44
14121	07/28/2017	AT&T	06/17 CALNET 3 SVS 9391026391	1,651.19
14122	07/28/2017	BRIGGS MARKETING INC.	PHONE SUPPORT AND UPGRADES JULY 2017- JUNE 2018	595.00
14123	07/28/2017	BSK ASSOCIATES	WWTP PERMIT COMPLIANCE LAB 06.20.17	165.50
14124	07/28/2017	CALIFORNIA DEPARTMENT OF JUSTICE	FINGERPRINT APPS	3,308.98
14125	07/28/2017	CALIFORNIA FORENSIC INSTITUTE	PRE-EMPLOYMENT PSYCH EXAM	400.00
14126	07/28/2017	CALIFORNIA POLICE CHIEFS ASSOC	MEMBERSHIP RENEWAL CHEIFS DUES - JUNE 30, 2018	1,689.00
14127	07/28/2017	CEB	MUNICIPAL LAW HANDBOOK	410.31
14128	07/28/2017	CHICAGO TITLE	PRELIM TITLE REPORTS FOR RIGHT OF WAY ACQUISITION	1,150.00
14129	07/28/2017	COLONIAL LIFE & ACCIDENT INSURANCE CO	E700482-3 FOR 07/28/2017 PAYROLL	1,080.04
14130	07/28/2017	COMMUNITY MEDICAL CENTER	LEGAL BLOOD DRAWS MAY17	175.00
14131	07/28/2017	CONCENTRA MEDICAL CENTERS	PRE EMPLOYMENT PHYSICAL	174.50
14132	07/28/2017	DUO-GARD INDUSTRIES, INC.	BUS SHELTERS	151,946.90
14133	07/28/2017	FIRST TRANSIT INC.	FIRST TRANSIT JUNE 2017	77,341.61
14134	07/28/2017	LANGUAGE LINE SERVICES, INC.	TRANSLATION SERVICES	40.71
14135	07/28/2017	LAW & ASSOCIATES	LAW ENFORCEMENT EMPLOYMENT BACKGROUND	1,400.00
14136	07/28/2017	LIEBERT CASSIDY WHITMORE	CVERC 17/18 MEMBERSHIP	2,365.00
14137	07/28/2017	MADERA ANIMAL HOSPITAL	VETERINARY SVS	207.40
14138	07/28/2017	MADERA CO. AGRICULTURAL COMMISSIONER	2017 / 2018 DEVICE REGISTRATION RENEWAL	121.10
14139	07/28/2017	MADERA COUNTY	NORTHWEST FIRE STATION FISH AND GAME FEES	2,266.25
14140	07/28/2017	MADERA COUNTY OFFICE OF EDUCATION	MADERA COMPACT MEMBERSHIP DUES 2017-2018	200.00
14141	07/28/2017	MADERA TRIBUNE	1 YEAR SUBSCRIPTION	49.00
14142	07/28/2017	MADERA UNIFORM & ACCESSORIES	UNIFORMS FOR POLICE DEPARTMENT	192.69
14143	07/28/2017	MCCURDY, REBECCA	MUNIS TRAINING EXPENSE	24.43
14144	07/28/2017	METRO UNIFORM	UNIFORMS	2,550.72
14145	07/28/2017	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 7/28/17 PAYROLL	8,559.57
14146	07/28/2017	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 07/28/2017 PAYROLL	3,955.18
14147	07/28/2017	OPERATING ENGINEERS, LOCAL #3	JULY 2017 MONTHLY DUES	517.00
14148	07/28/2017	AGRILAND FARMING C/O JEANNIE SANDLIN	PARK DEPOSIT REFUND	50.00
14149	07/28/2017	AGUAYO, DIANA	PARK DEPOSIT REFUND	100.00
14150	07/28/2017	AGUILAR, LINDA	PARK DEPOSIT REFUND	50.00
14151	07/28/2017	AVILA, MARISOL	PARK DEPOSIT REFUND	105.00
14152	07/28/2017	BLANKENSHIP, KATHLEEN	PARK DEPOSIT REFUND	50.00
14153	07/28/2017	BUSHONG, JOSEPH	PARK DEPOSIT REFUND	100.00
14154	07/28/2017	CHAVEZ, FRANCINE	PARK DEPOSIT REFUND	100.00
14155	07/28/2017	DENIZ, JOHN	PARK DEPOSIT REFUND	50.00
14156	07/28/2017	ENRIQUEZ, EVE	PARK DEPOSIT REFUND	50.00
14157	07/28/2017	ESQUIVEL, MAYRA	PARK DEPOSIT REFUND	50.00
14158	07/28/2017	FUENTES, LUCY	PARK DEPOSIT REFUND	100.00
14159	07/28/2017	FURTADO, LACY	FACILITY DEPOSIT REFUND	100.00
14160	07/28/2017	GALLEGOS, PATRICIA	PARK DEPOSIT REFUND	100.00
14161	07/28/2017	GARCIA, JOSE	FACILITY DEPOSIT REFUND	100.00
14162	07/28/2017	GARCIA, ROSEANNA	PARK DEPOSIT REFUND	50.00
14163	07/28/2017	GOMEZ, JULIA	PARK DEPOSIT REFUND	100.00
14164	07/28/2017	GONZALEZ, MARIA GUADALUPE	PARK DEPOSIT REFUND	100.00
14165	07/28/2017	GUZMAN, MARIA	FACILITY DEPOSIT REFUND	100.00
14166	07/28/2017	HERNANDEZ, JEANETTE	PARK DEPOSIT REFUND	100.00
14167	07/28/2017	HERNANDEZ, SOFIA	SPORT DEPOSIT REFUND	45.00
14168	07/28/2017	JAUREGUI, VANESSA	PARK DEPOSIT REFUND	50.00
14169	07/28/2017	JIMENEZ, MAURO	FACILITY DEPOSIT REFUND	100.00
14170	07/28/2017	JOHNSON, JESSIE	PARK DEPOSIT REFUND	50.00
14171	07/28/2017	LARA, GLORIA	PARK DEPOSIT REFUND	50.00
14172	07/28/2017	MACIEL, OLGA	PARK DEPOSIT REFUND	100.00
14173	07/28/2017	MARTINEZ, HEATHER	PARK DEPOSIT REFUND	50.00
14174	07/28/2017	MARTINEZ, LONNIE	PARK DEPOSIT REFUND	50.00
14175	07/28/2017	MCDANIEL, KATRINA	CLASS DEPOSIT REFUND	120.00
14176	07/28/2017	MERCADO, ANGELINA	FACILITY DEPOSIT REFUND	100.00
14177	07/28/2017	MOORE, MARKEL	PARK DEPOSIT REFUND	50.00
14178	07/28/2017	ODEEN, ADARA	PARK DEPOSIT REFUND	100.00
14179	07/28/2017	PEREZ, ELISA	PARK DEPOSIT REFUND	100.00
14180	07/28/2017	PEREZ, MARY	FACILITY DEPOSIT REFUND	100.00
14181	07/28/2017	RAMOS, JENNIFER	PARK DEPOSIT REFUND	50.00

14182	07/28/2017	RESENDEZ, BLANCA	PARK DEPOSIT REFUND	100.00
14183	07/28/2017	RIVERA, ANGELA	PARK DEPOSIT REFUND	50.00
14184	07/28/2017	ROBARTS, JOE	PARK DEPOSIT REFUND	100.00
14185	07/28/2017	ROBERTS, JAMIE	CLASS DEPOSIT REFUND	15.00
14186	07/28/2017	RODRIGUEZ, LINDA	PARK DEPOSIT REFUND	165.00
14187	07/28/2017	RUVALCABA, ANGELICA	PARK DEPOSIT REFUND	100.00
14188	07/28/2017	SUAREZ, ROSANA	PARK DEPOSIT REFUND	50.00
14189	07/28/2017	TORRES, STEVE	PARK DEPOSIT REFUND	50.00
14190	07/28/2017	TUBBS, YESENIA	PARK DEPOSIT REFUND	100.00
14191	07/28/2017	UNITE HERE LOCAL 19 C/O ROSERODRIGUEZ	FACILITY DEPOSIT REFUND	50.00
14192	07/28/2017	VILLEGAS, PAULINA	FACILITY DEPOSIT REFUND	250.00
14193	07/28/2017	VILLEGAS, SANDRA	FACILITY DEPOSIT REFUND	150.00
14194	07/28/2017	PECK'S PRINTERY	PD BUSINESS CARDS	954.76
14195	07/28/2017	PETTY CASH - PUBLIC WORKS	PETTY CASH REIMBURSEMENT	9.74
14196	07/28/2017	PREFERRED ALLIANCE, INC	PRE-EMPLOYMENT EXAMS	210.00
14197	07/28/2017	PROVOST & PRITCHARD CONSULTING GROUP	Previous PO #7527 in Mais- Lake St Widening	67.50
14198	07/28/2017	RNL DESIGN	PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES	80,840.51
14199	07/28/2017	SAMUEL E BALBAS	Exterior painting	1,360.00
14200	07/28/2017	SHI INTERNATIONAL CORP.	AIRWATCH SOFTWARE MAITENANCE TO 6/21/18	672.00
14201	07/28/2017	SPARKLETT'S	LAB & DRINKING WATER	229.63
14202	07/28/2017	SPEAKWRITE LLC	INVESTIGATION - JOB NUMBER 17158-002 17166-001	159.32
14203	07/28/2017	STANTEC CONSULTING SERVICES INC.	CONSULTING SERVICES	30,365.51
14204	07/28/2017	STATE BOARD OF EQUALIZATION	TAX IMPLEMENTATION	6,687.37
14205	07/28/2017	STATE BOARD OF EQUALIZATION	SALES & USE TAX - ACCT NO. 97615008 7/1/16-6/30/17	9,516.00
14206	07/28/2017	STRATEGIC INSIGHTS, INC.	SOFTWARE LICENSE RENEWAL - PUBLIC WORKS	337.50
14207	07/28/2017	STRICKLAND ENTERPRISES, INC	Vertical Leaching System	24,500.00
14208	07/28/2017	THRIVE FITNESS	JULY 2017 MONTHLY DUES	52.00
14209	07/28/2017	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS JUNE 2017	112.00
14210	07/28/2017	AGUILAR TAURINO C/O GOVETT PROPERTIES GINGER GOVET	Utility Billing Credit Refund	27.90
14211	07/28/2017	ALVAREZ PACHECO MARISELA	Utility Billing Credit Refund	82.23
14212	07/28/2017	ARIAS PAULINO	Utility Billing Credit Refund	162.80
14213	07/28/2017	BENCHMARK COMMUNITIES	Utility Billing Credit Refund	340.81
14214	07/28/2017	BENCHMARK COMMUNITIES	Utility Billing Credit Refund	172.33
14215	07/28/2017	BOWDEN JAY L C/O GINGER GOVETT	Utility Billing Deposit Refund	9.07
14216	07/28/2017	CIPRIANI MARGE	Utility Billing Deposit Refund	6.85
14217	07/28/2017	CITY OF MADERA OR CHIU EDUARDO	Utility Billing Credit Refund	151.23
14218	07/28/2017	CITY OF MADERA OR LARIOS JOHN	Utility Billing Deposit Refund	388.00
14219	07/28/2017	CORTEZ MAYRA	Utility Billing Credit Refund	23.73
14220	07/28/2017	DANA JR WILLIAM	Utility Billing Deposit Refund	25.17
14221	07/28/2017	FOLLOW UP LLC	Utility Billing Credit Refund	86.60
14222	07/28/2017	FRANKLIN ADDISON	Utility Billing Credit Refund	134.63
14223	07/28/2017	GONZALES VANESSA MARIE	Utility Billing Credit Refund	62.46
14224	07/28/2017	HERNANDEZ CELESTINO AND ELISA	Utility Billing Credit Refund	50.71
14225	07/28/2017	HERNANDEZ-FUENTES GLORIA MARGARITA	Utility Billing Credit Refund	110.68
14226	07/28/2017	HUSS JANEAN S	Utility Billing Credit Refund	148.21
14227	07/28/2017	JONES DEBI	Utility Billing Credit Refund	189.96
14228	07/28/2017	LECKBEE TERRORY CITY OF MADERA	Utility Billing Credit Refund	151.08
14229	07/28/2017	LOMELI ALMA OR CITY OF MADERA	Utility Billing Credit Refund	150.98
14230	07/28/2017	LOPEZ LUIS AND HERNANDEZ ROSITA	Utility Billing Credit Refund	120.11
14231	07/28/2017	MAYA GRILL	Utility Billing Credit Refund	459.76
14232	07/28/2017	MEDLOCK SANDRIKA	Utility Billing Credit Refund	21.81
14233	07/28/2017	MENDEZ ARTURO LUNA	Utility Billing Credit Refund	241.43
14234	07/28/2017	MORRIS CHARLOTTE	Utility Billing Credit Refund	204.38
14235	07/28/2017	ORIOLE HOMES INC	Utility Billing Credit Refund	133.65
14236	07/28/2017	PISTORESI GERALD	Utility Billing Deposit Refund	17.26
14237	07/28/2017	POTTER RICHARD	Utility Billing Deposit Refund	16.53
14238	07/28/2017	REGALADO MIGUEL ANGEL	Utility Billing Credit Refund	208.11
14239	07/28/2017	RESENDEZ ARNULFO D AND BIANCA	Utility Billing Credit Refund	268.25
14240	07/28/2017	RESENDIS FRANCISCO AND MARIA ALEJANDRA OR CITY OF	Utility Billing Credit Refund	150.98
14241	07/28/2017	RODRIGUEZ JOSE PEDRO	Utility Billing Credit Refund	55.84
14242	07/28/2017	SCHETTLER KENNY	Utility Billing Deposit Refund	3.60
14243	07/28/2017	SCOTT BRYAN DWAYNE	Utility Billing Credit Refund	66.06
14244	07/28/2017	SOSA RAZO PATRICIA	Utility Billing Credit Refund	150.91
14245	07/28/2017	WESTCOTT ANDREW WILLIAM	Utility Billing Credit Refund	177.55
14246	07/28/2017	WILLIAMS BROOK OR CITY OF MADERA	Utility Billing Credit Refund	48.30
14247	07/28/2017	UNITED HEALTHCARE INSURANCE COMPANY	CITY PAID UNITED HEALTH CARE AUGUST 2017	290,005.13
14248	07/28/2017	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 07/28/17 PAYROLL	26,037.60
14249	07/28/2017	WATERTALENT, LLC	Temporary Staff for WWTP Opera	3,800.00
14250	07/28/2017	WATERTALENT, LLC	Temporary Staff for WWTP Operator	3,040.00
14251	07/28/2017	YOSEMITE PAINT AND BODYWORKS INC.	Vehicle repairs	3,182.10
14252	08/01/2017	UNITED STATES TREASURY	2017 PCORI FEE FOR 2016 SELF-FUNDED HEALTH PLAN	449.19

14253	08/04/2017	ABSHIRE ENTERPRISES	ABATEMENT	450.00
14254	08/04/2017	ADHARA SYSTEMS, INC.	Previous PO 8153 - Distress Survey and Analysis	4,500.00
14255	08/04/2017	ADMINISTRATIVE SOLUTIONS INC.	CITY PAID RETIREE PRESCRIPTION BILL 08/17 - SKEELS	159.80
14256	08/04/2017	ADMINISTRATIVE SOLUTIONS INC.	CITY PAID RETIREE MEDICAL BILL AUGUST 2017	3,120.83
14257	08/04/2017	ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXPENSE ACCT 5/19/17 PAYROLL	731.16
14258	08/04/2017	ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXP ACCT 06/16/2017 PAYROLL	771.58
14259	08/04/2017	BARRACUDA CO INC	REFUND DEPOSIT METER #29 REMOVED	1,713.43
14260	08/04/2017	BRAVO CONSTRUCTION	REFUND DEPOSIT METER #22 REMOVED	1,586.72
14261	08/04/2017	ARAMARK UNIFORM SERVICES	06/17 UNIFORM SERVICES	4,582.85
14262	08/04/2017	AT&T	PD PRIVATE LINE SVS 0719 - 08/18	374.44
14263	08/04/2017	AT&T	06/17 CALNET 3 SVS 9391026408	653.79
14264	08/04/2017	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	1,059.00
14265	08/04/2017	BUSHONG, JASON	MILEAGE REIMBURSEMENT TO WWTP 7/13/17	14.79
14266	08/04/2017	CALIFORNIA DEPARTMENT OF JUSTICE	FINGERPRINT APPS	576.00
14267	08/04/2017	CALIFORNIA DEPARTMENT OF TRANSPORTATION	SHARED COSTS - APRIL THROUGH JUNE 2017	4,602.82
14268	08/04/2017	CITY OF MADERA	07/17 UTILITY SVS 322 W 6TH ST	169.72
14269	08/04/2017	COMCAST	07/17 SVS 8155500320092096	128.24
14270	08/04/2017	COMCAST	CITY INTERNET CONNECTION 07/15-08/14/17	1,372.25
14271	08/04/2017	CROWN SERVICES CO.	PORTABLE RESTROOM RENTAL - 4TH OF JULY	1,352.63
14272	08/04/2017	CSJVRMA	CSJVRMA 1ST QTR DEPOSIT FY 17/18	782,010.00
14273	08/04/2017	DAWSON-MAULDIN CONSTRUCTION CO	CROSSWALK AND ADA CONCRETE RAMP	1,898.75
14274	08/04/2017	DIAMOND COMMUNICATIONS	ALARM MONITORING	115.00
14275	08/04/2017	DIVISION OF AERONAUTICS	T-HANGAR LOAN	28,480.00
14276	08/04/2017	ECN POLYGRAPH AND INVESTIGATIONS	POLYGRAPH FOR PD RECRUITMENTS	1,800.00
14277	08/04/2017	EUROFINS EATON ANALYTICAL, INC.	WATER SAMPLES	781.00
14278	08/04/2017	EVERGREEN LAWN CARE & MAINTENANCE, INC.	GRP 2 MEDIAN MAINTENANCE JULY 2017	14,720.00
14279	08/04/2017	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 07/16/17-07/31/17	8,868.75
14280	08/04/2017	FORENSIC NURSE SPECIALISTS, INC.	FRESNO SART	1,825.00
14281	08/04/2017	GUARDIAN WESTERN SWEEPING INC.	MONTHLY POWER SWEEPING	537.00
14282	08/04/2017	HERC RENTALS	Misc. equipment rental	1,586.95
14283	08/04/2017	J'S COMMUNICATIONS	service agreement July - September	4,707.00
14284	08/04/2017	JAMES PALMER APPRAISALS, INC.	APPRAISAL SERVICES FOR THE SIENNA ESTATES	5,850.00
14285	08/04/2017	KAISER FOUNDATION HEALTH PLAN	PRE-EMPLOYMENT EXAM	2,624.00
14286	08/04/2017	KER'S GAS & LUBE, INC.	PD CAR WASHES	189.00
14287	08/04/2017	LINCOLN FINANCIAL	LIFE AND LTD AUGUST 2017	8,301.46
14288	08/04/2017	LINCOLN TRAINING CENTER AND REHABILITATION	JANITORIAL SERVICE	14,100.81
14289	08/04/2017	LYNN PEAVEY COMPANY	SUPPLIES	432.70
14290	08/04/2017	M A C E A	JULY 2017 MONTHLY DUES	302.00
14291	08/04/2017	M P O A	JULY 2017 MONTHLY DUES	6,849.64
14292	08/04/2017	M.C.E.A.	JULY 2017 MONTHLY DUES	410.00
14293	08/04/2017	MADERA CLEANERS & LAUNDRY	YOUTH CENTER MAT SERVICE	32.30
14294	08/04/2017	MADERA TRIBUNE	4852 PUBLIC HEARING NOTICE	71.10
14295	08/04/2017	MADERA UNIFORM & ACCESSORIES	UNIFORMS FOR POLICE DEPARTMENT	1,324.40
14296	08/04/2017	MCCOMBS, MATTHEW	PER DIEM FIREARMS INSTRUCTOR COURSE	462.94
14297	08/04/2017	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SERVICE JUNE 2017	299,515.93
14298	08/04/2017	MONTEZ, STEVEN	PER DIEM MODULE 2 ACADEMY COURSE SACRAMENTO	352.00
14299	08/04/2017	AGUEDA, GABRIELA	TURF REPLACEMENT REBATE	1,000.00
14300	08/04/2017	MONTGOMERY, WAYNE	TURF REPLACEMENT REBATE	1,000.00
14301	08/04/2017	PENA, GRISELDA	REFUND OF CIVIL SUBPOENA FEES	550.00
14302	08/04/2017	PACIFIC GAS & ELECTRIC	06/17 SVS 9920095153-3	75,860.13
14303	08/04/2017	PARENT PROJECT, INC	40 hour facilitator training -	3,580.00
14304	08/04/2017	BRADY, DUSTIN	FACILITY DEPOSIT REFUND	100.00
14305	08/04/2017	CEJA, VERONICA	PARK DEPOSIT REFUND	100.00
14306	08/04/2017	CHAVEZ, ADRIANA	PARK DEPOSIT REFUND	50.00
14307	08/04/2017	CLARK, MELISSA	CLASS CANCELLATION	60.00
14308	08/04/2017	FELIPA, FELICITAS	PARK DEPOSIT REFUND	50.00
14309	08/04/2017	GUTIERREZ, MARIA	PARK DEPOSIT REFUND	50.00
14310	08/04/2017	JIMENEZ, LAURA	FACILITY DEPOSIT REFUND	100.00
14311	08/04/2017	MACIAS, MANUEL	CLASS CANCELLATION	80.00
14312	08/04/2017	MARCHAN, IVONNE	CLASS DEPOSIT REFUND	134.00
14313	08/04/2017	MONTOYA, VERONICA	PARK DEPOSIT REFUND	100.00
14314	08/04/2017	PIMENTAL, LOURDES	PARK DEPOSIT REFUND	50.00
14315	08/04/2017	RAMIREZ, ERIC	PARK DEPOSIT REFUND	50.00
14316	08/04/2017	REEVES, JENNIFER	PARK DEPOSIT REFUND	50.00
14317	08/04/2017	RIVERA-RODRIGUEZ, ROSALINDA	PARK DEPOSIT REFUND	50.00
14318	08/04/2017	SALAZAR, LUCY LUNA	PARK DEPOSIT REFUND	100.00
14319	08/04/2017	SENIFF, KRYSTAL	PARK DEPOSIT REFUND	75.00
14320	08/04/2017	VALLEY WEST CHRISTIAN CENTER C/O CHARLES RIGBY	PARK DEPOSIT REFUND	50.00
14321	08/04/2017	PREFERRED ALLIANCE, INC	PRE-EMPLOYMENT EXAMS	210.00
14322	08/04/2017	PRINCIPAL LIFE INSURANCE COMPANY	AUGUST 2017 DENTAL INSURANCE	18,203.16
14323	08/04/2017	PURCHASE POWER	YOUTH CENTER POSTAGE REFILL	245.36

14324	08/04/2017	REGENCE BLUECROSSS BLUESHIELD OF UTAH	CITY PD RETIREE PRES BILL CHUMLEY AUGUST 2017	146.00
14325	08/04/2017	REGENCE BLUECROSSS BLUESHIELD OF UTAH	CITY PD RETIREE MED BILL CHUMLEY AUGUST 2017	186.00
14326	08/04/2017	ROCKWELL ENG. & EQ. CO.,INC.	6" Trash Pump	46,146.69
14327	08/04/2017	SHI INTERNATIONAL CORP.	HARDWARE	1,061.93
14328	08/04/2017	SJVAPCD	ANNUAL PERMIT 716 COLUMBIA ST	193.60
14329	08/04/2017	STORMAX	STORAGE - TRANSIT/ CDBG/ DAR/ MAX	1,142.50
14330	08/04/2017	SUPERIOR VISION INC.	AUGUST 2017 VISION INSURANCE	2,674.92
14331	08/04/2017	SYNAGRO WEST, INC.	MISCELLANEOUS SERVICES, NO. 1	7,825.28
14332	08/04/2017	TAG/AMS, INC.	DOT TESTING	40.00
14333	08/04/2017	TESEI PETROLEUM INC.	FUEL CHARGES 07/01-07/10	10,108.90
14334	08/04/2017	TOKAY SOFTWARE, INC.	ANNUAL SUPPORT FEES- BACKFLOW PREVENTION	790.00
14335	08/04/2017	UNITED MUNICIPAL SECURITY	CD CHARGES	871.97
14336	08/04/2017	VERIZON WIRELESS	CITY CELL PHONE CHARGES JUN 11 - JUL 10	8,357.73
14337	08/04/2017	WATERTALENT, LLC	Temporary Staff for WWTP Operator	6,080.00
14338	08/04/2017	WEST COAST ARBORISTS, INC.	PARK TREE MAINTENANCE	600.00
14339	08/04/2017	ZEE MEDICAL SERVICE CO.	MEDICAL SUPPLIES	61.26
			Bank # 1 - Union Bank General Account Total	2,281,166.34

REPORT TO CITY COUNCIL

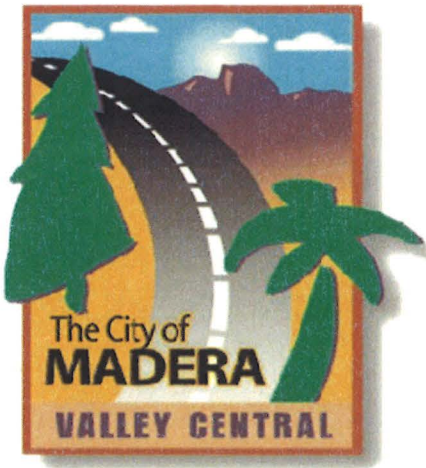
MEETING DATE: August 16, 2017

AGENDA ITEM NUMBER: B-3

Approved By:


PUBLIC WORKS DIRECTOR

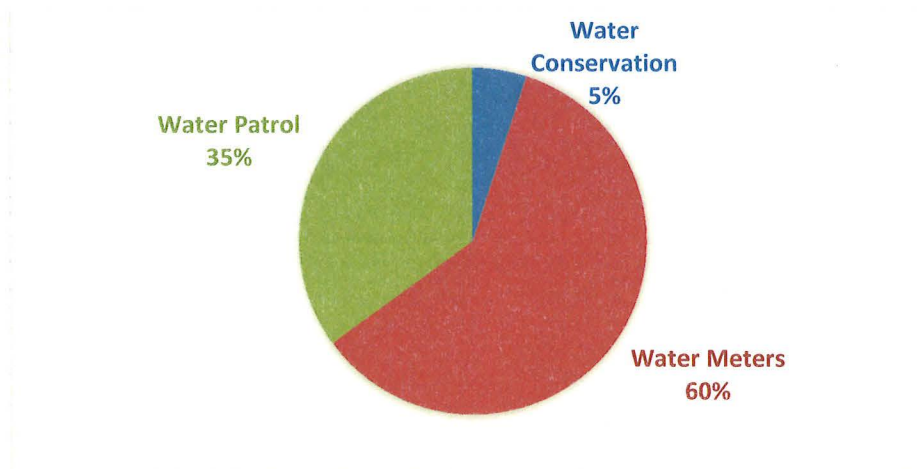

CITY ADMINISTRATOR



SUBJECT: Bi-Weekly Water Conservation Report for July 24th through August 6th.

RECOMMENDATION: Staff recommends that the Council review the attached bi-weekly report of water conservation activities and progress in reducing residential water consumption.

BACKGROUND: The Water Conservation Unit is split between three different areas of focus: Water Conservation, Water Patrol and Water Meters. This varies throughout the year depending on weather and seasonal tasks. Below is the approximate distribution of efforts in the Unit during the bi-weekly reporting period.

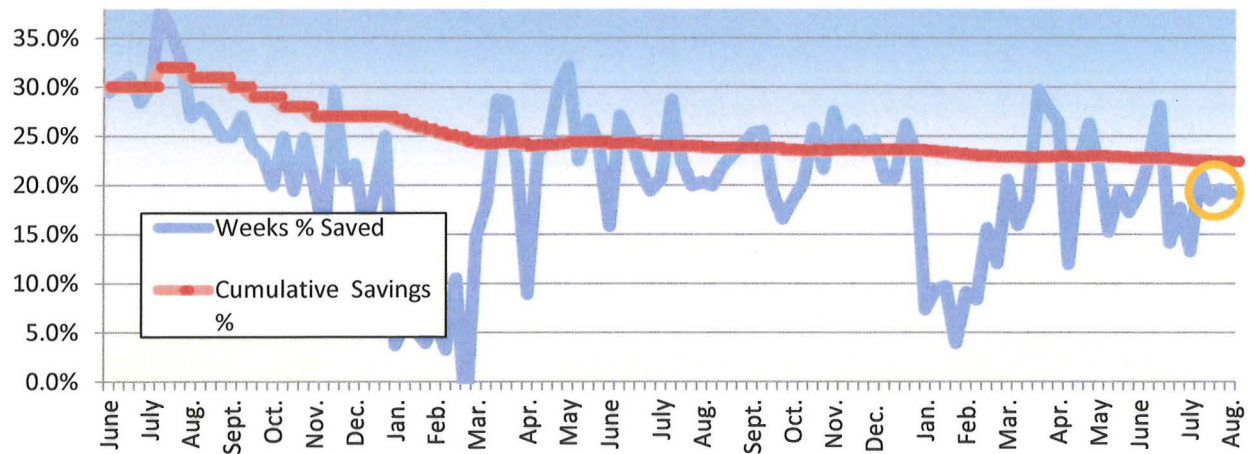


WATER CONSERVATION: As illustrated below, the City's water conservation rate decreased from 20% in the last bi-weekly report to 19% this reporting period. The monthly conservation rate for July is down from 24% in 2016 to 18% in 2017. Below is the most current water conservation data.

Bi-Weekly
July-Aug. 24 th -6 th
19%

Monthly
July 1 st -31 st
18%

Cumulative
June 1 st , 2015 Aug. 6 th , 2017
22%



As part of our local outreach and education, the Water Conservation Unit participated in National Night Out 2017 Event which resulted in over 1,400 contacts.

Conservation Outreach

National Night Out 2017 (1,400 Participants)

WATER PATROL: The water patrol staff made a total of 70 individual public contacts. Below is the most current enforcement data.

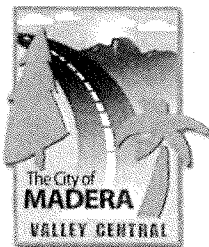
Enforcement			
Individual Contacts	70	1st offenses (\$75)	49
Verbal Warnings	3	2nd offenses (\$250)	4
Correction Notices	22	3rd or more offense (\$500)	0

WATER METERS: Water meter staff investigated numerous meters that were not reading or that were reporting zero flow which resulted in replacement of 8 meters and repairs such as endpoint replacement, register replacement or wire repairs at 7 locations. Staff also programed several new meters to the automatic read system that had been installed.

There continued to be an increase in the number of customer concerns to be addressed this period. These investigations resulted in discovery of leaks at 17 properties and notifications of large usage due to irrigation at 8 properties. There has also been an increase in inquiries of the rebate opportunities this reporting period as a response to the article in the billing insert newsletter.

FINANCIAL IMPACT: The expenses for implementing and administering these water conservation activities occur within the Water Fund and do not impact the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: The report is consistent with the Madera Vision Plan, specifically Strategy 434: Water Quality and Usage: ensure continued water supplies to meet the demands of all Maderans through innovative reclamation, conservation and education on water use.



[Return to Agenda](#)

REPORT TO CITY COUNCIL

COUNCIL MEETING OF August 16, 2017
AGENDA ITEM NUMBER B-4

APPROVED BY: Mary Anne Seay, Director
Parks and Community Services

APPROVED BY: David Tooley, City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2017-18 FOR ADULT DAY CARE, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

AND

CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2017-18 FOR SITE MANAGEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

AND

CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2017-18 FOR THE TRANSPORTATION PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

RECOMMENDATION:

Staff recommends Council adopt the Resolutions approving the Agreements with the Fresno Madera Area Agency on Aging (FMAAA) to serve older adult citizens 60 years and older in Adult Day Care, Site Management, and Transportation Programs as mandated under Title III of the Federally funded Older Americans Act. Staff further recommends Council authorize the mayor to execute the Agreements on behalf of the City.

SUMMARY:

The City of Madera has operated a variety of senior programs over the last 39 years. The Parks & Community Services (PCS) Department oversees services for senior residents in the City that include a congregate meal program, a home-bound meal program, an Adult Day Care Program and Transportation Services. PCS also manages recreation activities that range from exercise and excursions, to organized classes and dances.

The FMAAA Governing Board has approved the grant awards for the provision of services under the proposed Adult Day Care, Site Management and Transportation Programs covering the period of July 1, 2017 through June 30, 2018. The FMAAA has provided Agreements for provision of services under these Programs that must be executed before funds are released to the City.

DISCUSSION:

Revenues for the suite of senior programs are obtained from the City's General Fund, Community Development Block Grant (CDBG) funding, donations received from program participants and funding associated with the three proposed FMAAA agreements: Transportation, Adult Day Care, and Site Management. The FMAAA source of funding is Federal dollars falling under the auspices of Title III of the Older Americans Act.

The proposed Site Management Agreement provides \$28,000 in revenue the City will use to support the management and staffing of the senior nutrition program. The proposed \$33,368 Adult Day Care funding will be used to support a respite program offering daily recreation and nutrition services to seniors suffering from dementia or related illnesses. The proposed Transportation Agreement resources of \$14,039 will be spent for subsidized tickets for seniors using local bus services. The total amount of proposed revenue derived from the three FMAAA grants this Fiscal Year is \$75,407.

Senior services remain an important part of the offerings provided to the community by the City's Parks & Community Services Department. For seniors on fixed incomes the nutrition program offers an opportunity for a balanced nutritious diet that may otherwise be beyond their means. Adult Day Care provides an affordable alternative for families caring for individuals with cognitive disorders (Alzheimer's for example). The bus ticket program increases the options for mobility for those 60 and older that have transportation challenges. Revenue and support from the FMAAA is critical to the success of the programs.

FINANCIAL IMPACT:

The funds for all Agreements under consideration are derived through the FMAAA for operating the Senior Programs under Title III of the Federally funded Older Americans Act. The individual grant amounts for the Agreements are identical to last year's amounts.

The recommended actions provide revenues that have been included in the Fiscal Year 2017-2018 City Budget proposed to Council at the July 5th Regular Meeting. The acceptance of the grants requires the City to provide 10% of the grant amount as matching funds from program donations and the City's General Fund; the match has also been anticipated in the adopted FY 2017-2018 City Budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

342.3 Collaborate with agencies to provide support and opportunities for seniors.

121.4 Continue to provide discount fares for seniors and people with disabilities.

407 Develop programs for elderly adults that promote independent living and social activity.

RESOLUTION NO. 17 - _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING AN AGREEMENT WITH THE FRESNO-
MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2017-
18 FOR ADULT DAY CARE AND AUTHORIZING THE MAYOR TO
EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

WHEREAS, the City of Madera Parks & Community Services Department provides senior services to older adult citizens age 60 years and older at the Adult Day Care Center; and

WHEREAS, the Fresno-Madera Area Agency on Aging (FMAAA) provides Title III of the Federally Funded Older Americans Act program funding that supports these activities; and

WHEREAS, the FMAAA has prepared an Agreement in the amount of \$33,368 which provides funding for the City's Adult Day Care Program; and

WHEREAS, the Agreement is in the best interests of the City, the FMAAA and the citizens of Madera.

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

1. The above recitals are true and correct.
2. The Agreement with the FMAAA for Adult Day Care, a copy of which is on file in the Office of the City Clerk and is referred to for particulars, is hereby approved.
3. Participation in the activities contemplated by this Agreement as of July 1, 2017, is hereby ratified.
4. The Mayor is authorized to execute the Agreement on behalf of the City.
5. This resolution is effective immediately upon adoption.

* * * * *

RESOLUTION NO. 17 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING AN AGREEMENT WITH THE FRESNO-
MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2017-
18 FOR SITE MANAGEMENT AND AUTHORIZING THE MAYOR TO
EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

WHEREAS, the City of Madera Parks & Community Services Department provides senior services to older adult citizens age 60 years and older at congregate senior sites and via the meals on wheels program; and

WHEREAS, the Fresno-Madera Area Agency on Aging (FMAAA) provides Title III of the Federally Funded Older Americans Act program funding that supports these activities; and

WHEREAS, the FMAAA has prepared an Agreement to provide the City \$28,000 in funding for the Site Management of Senior Services; and

WHEREAS, the Agreement is in the best interests of the City, the FMAAA and the citizens of Madera.

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

1. The above recitals are true and correct.
2. The Agreement with the FMAAA for Site Management, a copy of which is on file in the Office of the City Clerk and is referred to for particulars, is hereby approved.
3. Participation in the activities contemplated by this Agreement as of July 1, 2017, is hereby ratified.
4. The Mayor is authorized to execute the Agreement on behalf of the City.
5. This resolution is effective immediately upon adoption.

* * * * *

RESOLUTION NO. 17 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2017-18 FOR THE TRANSPORTATION PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the City of Madera Parks & Community Services Department provides senior services to older adult citizens age 60 years and older including a subsidized bus ticket program; and

WHEREAS, the Fresno-Madera Area Agency on Aging (FMAAA) provides Title III of the Federally Funded Older Americans Act program funding that supports this activity; and

WHEREAS, the FMAAA has prepared an Agreement which provides the City \$14,039 in funding for the Transportation Program; and

WHEREAS, the Agreement is in the best interests of the City, the FMAAA and the citizens of Madera.

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

1. The above recitals are true and correct.
2. The Agreement with the FMAAA for the Transportation Program, a copy of which is on file in the Office of the City Clerk and is referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement on behalf of the City.
4. Participation in the activities contemplated by this Agreement as of July 1, 2017, is hereby ratified.
5. This resolution is effective immediately upon adoption.

* * * * *



Fiscal Year 2017-2018 Contract
between
City of Madera
and
Fresno-Madera Area Agency on Aging

Contract No. 18-0143
Adult Day Care

DOCUMENTS REQUIRED TO EXECUTE CONTRACT

Please return two sets of all contract pages in the order provided by the Agency on Aging.

The following contract documents require signatures and entries on both sets of documents.

Enter **original signatures in ink** on **both** sets of documents; type entries on each form.

- ☐ **Page 2, Area Plan Grant Award Contract**
Two Signatures needed: 1) Individual named on Exhibit E, page 5, as having primary, hands-on involvement & oversight of day-to-day operations; & 2) individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix A, Resolution of Authorization to Contract**
Must contain signature of chair of service provider's governing board.
- ☐ **Appendix B, Certification**
Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix C, Contractor/Vendor Confidentiality Statement**
Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix K, Request for Taxpayer Identification Number and Certification (W-9)**
Part II, Certification, must contain signature of individual authorized by governing board to execute the contract (see Appendix A).

The following contract documents require typed entries on both sets of documents:

- ☐ **Appendix D, Method of Providing Audit Compliance**
- ☐ **Exhibit B, Budget**
- ☐ **Exhibit E, Program Narrative**
- ☐ **Exhibit F, Service Provider Emergency Resource Information**

Please attach two sets of the following to this page:

- ☐ **1. Certificate(s) of Insurance** *Please review Article XV of Agreement prior to arranging for certificates to ensure all contractual requirements for insurance certificates are met.*
- ☐ **2. Copy of IRS Determination Letter of Tax Exempt Status**
- ☐ **3. Organizational chart, including names and position titles for contracted program**
- ☐ **4. Job Description and Resume** *of individual named on Exhibit E, page 5, who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program*
- ☐ **5. List of Governing Board members**
- ☐ **6. List of Advisory Council or Advisory Committee members (if applicable)**
- ☐ **7. Current Program Newsletter and/or Flyer used to promote the contracted program**

Area Plan Grant Award

Table of Contents

Documents Required to Execute Contract.....	i
CONTRACT.....	1
AREA PLAN GRANT AWARD TERMS AND CONDITIONS DECLARATION.....	3
Article I. Definitions and Resolutions of Language Conflicts	3
Article II. Agreement	5
Article III. Term of Agreement	5
Article IV. Reasonableness of Compensation	6
Article V. Assurances	6
Article VI. Funds	23
Article VII. Budget and Budget Revision.....	26
Article VIII. Payment.....	30
Article IX. Subcontracts	31
Article X. Records and Reports	32
Article XI. Property	34
Article XII. Access	36
Article XIII. Monitoring and Evaluation.....	37
Article XIV. Audit Requirements.....	37
Article XV. Insurance	42
Article XVI. Donations.....	44
Article XVII. Termination	45
Article XVIII. Remedies and Appeal Process.....	48
Article XIX. Amendments, Revisions or Modifications	48
Article XX. Noticing	49

Area Plan Grant Award

Table of Contents (Continued)

APPENDICES

Resolution of Authorization to Contract	Appendix A
Certification	Appendix B
Contractor/Vendor Confidentiality Statement	Appendix C
Method of Providing Audit Compliance	Appendix D
Required Reports and Due Dates	Appendix E
Sanction Policy	Appendix F
Appeal Procedure for Service Providers	Appendix G
Fresno-Madera Area Agency on Aging Contact List for Service Providers	Appendix H
Fresno-Madera Area Agency on Aging Emergency Contact Information	Appendix I
Community Focal Points List	Appendix J
Request for Taxpayer Identification Number and Certification	Appendix K

EXHIBITS

Program Exhibit	Exhibit A
Budget	Exhibit B
Annual Summary of Activities	Exhibit C
Program Cost Efficiency	Exhibit D
Program Narrative	Exhibit E
Service Provider Emergency Resource Information	Exhibit F

CONTRACT BETWEEN
CITY OF MADERA
AS SERVICE PROVIDER
AND
FRESNO-MADERA AREA AGENCY ON AGING
(HEREINAFTER REFERRED TO AS AGENCY ON AGING)
3837 NORTH CLARK STREET
FRESNO, CA 93726

- A. Name and principal address of service contractor (hereinafter referred to as service provider):
- City of Madera**
701 East 5th Street
Madera, CA 93638
- B. The starting date of this Agreement shall not precede the date the Agreement is signed by both parties hereto. The term of this Agreement is from July 1, 2017 to June 30, 2018, subject, however, to earlier termination as provided herein.
- C. No expenditure or obligation for the funding allocation for the July 1, 2017 through September 30, 2017 period may be incurred after September 30, 2017. No expenditure or obligation for the funding allocation for the October 1, 2017 through June 30, 2018 period may be incurred after June 30, 2018.
- D. Maximum funds available for the following program, **contingent upon sufficient funds made available from the State of California to the Agency on Aging and/or by the U.S. Government or the Budget Acts of the appropriate fiscal years for the purposes of this program::**

Approved by Fresno-Madera Area Agency on Aging Governing Board on May 18, 2017			
Federal Grantor:	U.S. Department of Health and Human Services		
Pass Through Grantor:	Fresno-Madera Area Agency on Aging		
Older Americans Act Title:	Title III B Supportive Services, Federal CFDA No. 93.044		
Service	Agency on Aging Contract No.	Funding Period	Grant Amount
Adult Day Care	18-0143	July 2017 - September 2017	\$8,342
		October 2017 - June 2018	\$25,026
Total Fiscal Year 2017-2018 Grant Award:			\$33,368

- E. This document together with any attached program exhibits, assurances, budgets, and narratives is a firm agreement to provide services for older Americans in Fresno and/or Madera counties (including cities contained therein) as specified in a manner consistent with the intent of, and regulations applicable to, service programs under Title III/VII of the Older Americans Act as amended.
- F. The provisions of the Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX) attached thereto, plus all enclosures listed, herein, constitute a part of this contract.

FOR SERVICE PROVIDER:

Signature of individual named on Exhibit E, page 5, as having primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.

Date

Mary Anne Seay

Director, Parks and
Community Services
Department

Type Name

Title

Signature of Authorized Contracting Official
(Refer to Appendix A)

Date

Andrew J. Medellin

Mayor

Type Name

Title

94-6000365

Contractor Federal Employer I.D. Number

FOR FRESNO-MADERA AREA AGENCY ON AGING:

Signature

Date

Paul B. Bustamante, CPA

Director of Finance

Type Name

Title

**ADDENDUM TO
CONTRACT NO. 18-0143
BETWEEN
CITY OF MADERA
AS SERVICE PROVIDER
AND
FRESNO-MADERA AREA AGENCY ON AGING
(HEREINAFTER REFERRED TO AS AGENCY ON AGING)
3837 NORTH CLARK STREET
FRESNO, CA 93726**

The following provisions of the Area Plan Grant Terms and Conditions Declaration (Articles I through XX) attached thereto, are modified as follows:

Article XV, Insurance, Section J (pages 43-44):

Now, therefore, the Fresno-Madera Area Agency on Aging and the City of Madera agree to the following:

The Fresno-Madera Area Agency on Aging shall indemnify and save harmless the City of Madera, its officers, agents, employees, and servants from all claims, suits or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of the Fresno-Madera Area on Aging, its officers, agents, employees and/or servants in connection with this Agreement.

The City of Madera shall indemnify and save harmless the Fresno-Madera Area Agency on Aging, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of the City of Madera, its officers, agents, employees, and/or servants in connection with this Agreement.

FRESNO-MADERA AREA AGENCY ON AGING AREA PLAN GRANT AWARD TERMS AND CONDITIONS DECLARATION

Activities under this award shall be carried out in accordance with Title III and Title VII of the Older Americans Act of 1965, as amended (United States Code Title 42, Section 3001); the program regulations and policy directives relating thereto; federal and State laws; and the California Welfare and Institutions Code, Sections 9000-9023, all of which are, or may be, operative during the term of this sub-grant award. This Agreement incorporates the terms and conditions which support an award of Area Plan Funds.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

- A. "Agency on Aging" and "FMAAA" means the Fresno-Madera Area Agency on Aging interchangeably.
- B. "Agreement" or "Contract" shall mean the Fresno-Madera Area Agency on Aging Area Plan Agreement; Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX); Appendices; Program Exhibits; Budget Display; Attachments; Amendments; and any other documents incorporated by reference, unless otherwise provided in this Article.
- C. "Contractor" or "Service Provider" means the legal entity awarded funds under this Agreement and which is accountable to the Agency on Aging, the State, and/or federal government for use of these funds and which is responsible for executing the provisions for services provided under this Agreement.
- D. "CCR" means California Code of Regulations.
- E. "CFR" means Code of Federal Regulations.
- F. "In-Kind Contributions" means the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.).
- G. "Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.
- H. "OAA" means Older Americans Act.
- I. "OMB" means the federal Office of Management and Budget.
- J. "Program Income" means revenue generated by an Area Agency on Aging or Contractor from contract-supported activities. Program Income is:

1. Voluntary contributions received from a participant or responsible party for services received.
 2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 3. Royalties received on patents and copyrights from contract-supported activities.
 4. Proceeds from the sale of items fabricated under a contract Agreement.
- K. "PSA 14" means the State Planning and Service Area comprised of Fresno and Madera Counties.
- L. "Reimbursable item" also means "allowable cost" and "compensable item."
- M. "State" and "Department" means the State of California and the California Department of Aging (CDA) interchangeably.
- N. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor Agreements that provide for the provision of goods or services to the Contractor during the Contractor's performance of this Agreement.
- O. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.
- P. "USC" means United States Code.
- Q. As used throughout this Agreement, the term "shall" is mandatory; the term "may" is permissive.
- R. The terms and conditions of this grant award and other requirements have the following order of precedence if there is any conflict in what they require:
1. The Older Americans Act of 1965 and Amendments of 2016 (OAA as amended).
 2. Other applicable federal statutes and their implementing regulations.
 3. Older Californians Act.

4. Title 22 CCR §7000 et. seq.
5. Contract Agreement, including Area Plan Grant Award Terms and Conditions Declaration, all Appendices, all Exhibits, and any amendments thereto.
6. Any other documents incorporated herein by reference, including, if applicable, the federal Health and Human Services (HHS) terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>
7. Program memos and other guidance issued by the California Department of Aging.

ARTICLE II. AGREEMENT

- A. All elements of this Agreement, as defined in Article I, Section B, and as approved by the Agency on Aging in making this award, are hereby incorporated by reference, as if fully set forth herein.
- B. Time is of the essence in this Agreement. All contracts must be signed and returned to the Fresno-Madera Area Agency on Aging within forty-five (45) days of the date on the contract cover letter. If the signed contract is not returned by the designated date and there has been no approval granted, then the funds may be reallocated by the Fresno-Madera Area Agency on Aging Governing Board. The Agency on Aging will send a Notice of Termination of Negotiations to the non-responsive Service Provider on the 46th day from the date of the contract cover letter by certified mail. A copy of the Fresno-Madera Area Agency on Aging Appeal Procedure will be sent with the letter.
- C. A copy of this Agreement is on file and available for inspection at the Fresno-Madera Agency on Aging, 3837 North Clark Street, Fresno, CA 93726.

ARTICLE III. TERM OF AGREEMENT

- A. This Agreement is of no force or effect until signed by both parties hereto and approved by the Agency on Aging. The Contractor may not commence performance until such approval has been obtained, or until a signed Letter of Authority has been provided by the Agency on Aging.
- B. The term of this Agreement is from July 1, 2017, through June 30, 2018, at which time the Agreement expires, subject however, to earlier

termination or cancellation as herein provided. Contract awards are limited to a one-year period; however, at the discretion of the Agency on Aging, contracts may be renegotiated up to a maximum of three additional one-year periods subject to annual renegotiation and availability of federal, State, and local funding.

- C. Should the Contractor or subcontractor begin work in advance of receiving notice that the Agreement is approved, and before obtaining a signed Letter of Authority from the Agency on Aging, that work may be considered as having been performed at-risk as a mere volunteer and may not be reimbursed or compensated.

ARTICLE IV. REASONABLENESS OF COMPENSATION

Compensation for work or services performed under this Agreement shall be reasonable and based on an analysis of job requirements and comparability with similar work or services in the local labor market.

ARTICLE V. ASSURANCES

A. Agreement Authorization

1. If a public entity, the Contractor shall submit to the Agency on Aging a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private entity, the Contractor shall submit to the Agency on Aging an authorization by the Governing Board of the Contractor to execute this Agreement, referencing this Agreement number. These documents, including minute orders, must also identify the action taken.
2. Documentation in the form of a resolution, order, or motion by the Governing Board of the Contractor is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the designee to execute the original and all subsequent amendments to this Agreement.

B. Administration

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

- a. Any grant awards to for-profit entities are subject to review and approval by the California Department of Aging prior to issuance of a contract by the Agency on Aging to the Contractor. [22 CCR §7362]
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
3. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with the Agency on Aging until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.
4. This Agreement is not assignable by the Contractor, either in whole or in part, without the written consent of the Agency on Aging in the form of a formal written amendment.
5. The Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State or the Agency on Aging.
6. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect and shall not be affected.

C. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred or suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. [45 CFR §92.35]
 - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local)

transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in Section B.1 of this Article.
 - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
- 2. The Contractor shall report immediately to the Agency on Aging, in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Agency on Aging.
 - 3. The Contractor agrees to timely execute any and all amendments to this Agreement or certificates, other required documentation relating to the Subcontractor's debarment/suspension status.
 - 4. The Contractor shall notify the Agency on Aging immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

D. Law, Policy and Procedure, Licenses, and Certificates

- 1. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- 2. The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

E. Provision of Services, Staffing, and Standards of Work

1. The Contractor shall ensure the provision of services under this Agreement, as specified by the attached exhibits, which are hereby incorporated by reference. Inadequate performance or failure to make progress so as to endanger performance of this Agreement may result in imposition of sanctions as described in Appendix F, *Sanction Policy*, or termination of the Agreement as described in Article XVII, *Termination*.
2. The Contractor shall make every effort to meet the goals and objectives stipulated in this Agreement. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, the Agency on Aging. A service unit reduction that impacts the Agency's ability to provide service levels defined in its Area Plan or Area Plan Update service unit objectives requires:
 - a. Written approval from the California Department of Aging to the Agency on Aging if such reduction is greater than 10 (ten) percent.
 - b. An Amendment to the Agency on Aging's Area Plan if such reduction is greater than 20 (twenty) percent, including a public hearing; approval by the Agency's Governing Board and Advisory Council chairpersons and the Agency's Executive Director; and approval by the California Department of Aging. [22 CCR §7306(a)]
3. The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.
4. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
5. The Contractor shall make staff available to the Agency on Aging for training and meetings, which the Agency on Aging may find necessary from time to time.

F. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

G. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (Appendix B), which are hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs, and Activities (Title VI of the Civil Rights Act of 1964)

Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 USC §2000d; 45 CFR §80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs, and Activities

Contractor shall, unless exempted, ensure compliance with the requirements of California Government Code §11135 et seq., and 2 CCR §11140 et seq., which prohibit recipients of State financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR §98323]

3. California Civil Rights Laws

The Contractor shall ensure compliance with the requirements of California Public Contract Code §2010. The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (California Civil Code §51) and the Fair Employment and Housing Act (California Government Code §12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC §12101 et seq.]

5. During the performance of this Agreement, the Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital

status, and denial of family care leave. The Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (2 CCR §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

6. Adhere to 48 CFR 3.908, implementing Section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Public Law 112-239 enacted January 2, 2013), applies to this Agreement.
7. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. (1 USC 7 §3 of the Defense of Marriage Act)

8. The Contractor shall not require proof of age or citizenship as a condition of receiving services.
9. Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.
10. The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

H. Information Integrity and Security

1. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect Agency on Aging information assets including those assets used to store or access Personal Health Information (PHI), Personal Information (PI), and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, §5300-5365.3; California Government Code §11109.9; Department of General Services Management Memo 06-12; Department of Finance Budget Letter 06-34; CDA Program Memorandum 07-18, Protection of Information Assets; and the Statewide Health Information Policy Manual.

Information assets include, but are not limited to:

- a. Information collected and/or accessed in the administration of Agency on Aging programs and services.
- b. Information Assets may be in hard copy or electronic format and may include, but are not limited to:
 - 1) Reports;
 - 2) Notes;
 - 3) Forms;
 - 4) Computers, laptops, cellphones, printers, scanners;
 - 5) Networks (LAN, WAN, WIFI), servers, switches, routers;

6) Storage media, hard drives, flash drives, cloud storage;

7) Data, applications, databases.

2. Encryption of Portable Computing Devices

The Contractor and its Subcontractors/Vendors are required to encrypt (or use an equally effective measure) data collected under this Agreement that is confidential, sensitive, and/or personal information, including data stored on all computing devices (including, but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

3. Disclosure

- a. The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive, and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State and Agency on Aging policies. The requirement to protect information shall remain in force until superseded by laws, regulations, and State and Agency on Aging policies.
- b. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, confidential, sensitive, and/or personal identifying information, such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
- c. "Personal Identifying Information" shall include, but not be limited to: Name; identifying number; social security number; State driver's license or State identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
- d. The Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive, and/or personal identifying information above for any purpose other than carrying out

the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.

- e. The Contractor, and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized by law or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than the Agency on Aging without prior written authorization from the Agency on Aging. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
- f. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

4. Information Security Awareness Training

- a. The Contractor's employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive, and/or personal identifying information must complete the required Information Security Awareness Training module available on the CDA Web site under Providers and Partners, Information Security Awareness Training, at the following URL:

<http://www.aging.ca.gov/ProgramsProviders/>

If Internet access is not available, a hard copy of the training module is available from the Agency on Aging upon request.

- b. Information Security Awareness Training must be completed within thirty (30) days of the start date of the Contract/Agreement; within thirty (30) days of the start date of any new employee, Subcontractor, Vendor, or volunteer's employment; and annually thereafter.

- c. The Contractor must maintain certificates of completion on file and provide them to the Agency on Aging and the California Department of Aging upon request.

5. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA) and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

6. Contractor/Vendor Confidentiality Statement

The Contractor shall sign and return to the Agency on Aging the *Contractor/Vendor Confidentiality Statement* (Appendix C of this agreement), which is hereby incorporated by reference, and shall comply with all statutes and laws contained in the statement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA and Agency on Aging information assets from unauthorized access and disclosure.

7. Security Incident Reporting

A security incident occurs when CDA and/or Agency on Aging information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor and its Subcontractors/Vendors must report all security incidents to the Agency on Aging immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer, via the Agency on Aging, within five (5) business days of the date the incident was detected. The Security Incident Report form (CDA 1025) is available on the CDA Web site at the following URL:

<https://www.aging.ca.gov/ProgramsProviders/>

8. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors, to anyone whose confidential, sensitive, and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

9. Software Maintenance

The Contractor shall apply security patches and upgrades and keep anti-virus software up-to-date on all systems on which State and/or Agency on Aging data may be used.

10. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of automated files and databases, and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files, and backup files are encrypted.

11. Provisions of Information Integrity and Security

The provisions contained in Article V, Section H, *Information Integrity and Security*, shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

I. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section J of this Article.
2. The Contractor may request permission to copyright material by writing to the Executive Director of the Agency on Aging. The Executive Director shall forward such request to the State and shall relay the State's response to the Contractor within sixty (60) days from the date of receipt of the State's decision.
3. If the material is copyrighted with the consent of the State, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.
4. The Contractor certifies that it has appropriate systems and controls in place to ensure that funds provided under this Agreement will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

J. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in Section J.2 of this Article, produced or resulting from activities supported by this Agreement without the express written consent of the Executive Director of the Agency on Aging. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within thirty (30) days after the written request is received by the Agency on Aging. The Agency on Aging may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information that is not client-specific.
2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.
3. Subject only to the provisions of Article V, Section H, *Information Integrity and Security*, and Article V, Section I, *Copyrights*, of this Agreement, the State and the Agency on Aging may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.
4. Materials published or transferred by the Contractor and financed with funds under this Agreement shall: (a) state "The materials or product were a result of a project funded by an Agreement with the Fresno-Madera Area Agency on Aging and the California Department of Aging;" (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include the following statement: "The conclusions and opinions expressed may not be those of the Agency on Aging and/or the California Department of Aging and this publication may not be based upon or inclusive of all raw data."
5. The Contractor agrees to acknowledge the receipt of all funding support from the Agency on Aging in news releases (radio,

television, and newspaper); printed materials such as brochures, pamphlets, newsletters; the Contractor's Web site; and any other printed documents. Such acknowledgement shall make accurate reference to the service for which funding is provided, in whole or in part, by the Agency on Aging.

6. The Contractor shall forward a copy of all products and material developed in whole or in part with Agreement funds to the Agency on Aging for file.

K. Certifications

The Contractor shall comply with all statutes and laws contained in the Contractor Certification Clauses (Appendix B), which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Contracts in Excess of \$100,000

If funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

- a. Clean Air Act, as amended. [42 USC §7401]
- b. Federal Water Pollution Control Act, as amended. [33 USC §1251 et seq.]
- c. Environmental Protection Agency Regulations. [40 CFR §29] [Executive Order 11738]
- d. State Contract Act. [California Public Contract Code §10295 et seq.]
- e. Unruh Civil Rights Act [California Public Contract Code §2010]

L. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal Agreement, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

M. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the Agency on Aging determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the Agency on Aging, and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified

applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

N. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, the Agency on Aging shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

O. Facility Construction or Repair

1. This section applies only to Title III funds and not to other funds allocated to other Titles under the Older Americans Act.
 - a. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - i) Copeland "Anti-Kickback" Act [18 USC §874, 40 USC §3145] [29 CFR §3];
 - ii) Davis-Bacon Act [40 USC §3141 et seq.] [29 CFR §5];
 - iii) Contract Work Hours and Safety Standards Act [40 USC §327-333] [29 CFR §5, 6, 7, 8]; and
 - iv) Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations [41 CFR §60].
 - b. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately owned property which would enhance the owner's value of such property except where permitted by law and by the Agency on Aging.

- c. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from the Agency on Aging before making any fund or budget transfers between construction and non-construction.
- P. If this Agreement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code §11200 in accordance with California Public Contract Code 10353.
- Q. Grievance Process
 - 1. The Contractor must establish a written grievance process for reviewing and attempting to resolve complaints of older individuals receiving services funded by this Agreement. At a minimum, the process shall include all of the following:
 - a. Time frames within which a complaint will be acted upon.
 - b. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the Fresno-Madera Area Agency on Aging if dissatisfied with the results of the Contractor's review.
 - c. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.
 - 2. The Contractor shall notify older individuals of the grievance process available to them by:
 - a. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals.
 - b. Advising homebound older individuals of the process either orally or in writing upon the Contractor's contact with the individuals.
 - 3. Complaints may involve, but not be limited to, any or all of the following:

- a. Amount or duration of a service.
 - b. Denial or discontinuance of a service.
 - c. Dissatisfaction with the service being provided or with the service provider. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.
 - d. Failure of the service provider to comply with any of the requirements set forth in CDA regulations or in this Agreement.
4. Nothing in this Article shall be construed as prohibiting older individuals from seeking other available remedies, such as presenting their complaints at an open meeting of the Contractor's governing board.

R. Disaster Plan

1. The Contractor shall prepare and maintain a disaster plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods, and make such plan available to the Agency on Aging upon request.
2. The Contractor shall provide annual disaster response training and a current list of community resources for all employees and volunteers, and maintain documentation of such training.
3. The Contractor shall designate a primary and a secondary emergency contact. Following an emergency or disaster, the Contractor's designated contact shall update the Agency on Aging with the Contractor's operational status.
4. The Contractor shall complete Exhibit F, *Service Provider Emergency Resource Information*, included with this agreement, and advise the Agency on Aging whenever a change to this information occurs.

S. Community Focal Points

The Vendor acknowledges that the Agency on Aging has designated locations as Community Focal Points, as required by Title 22 CCR

Article 3 §7302(a)(14), 45 CFR §1321.53(c), and OAA 2006 §306(a), which are attached as Appendix J, *Community Focal Points List*.

ARTICLE VI. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, and services as set forth in 45 CFR §92.36.
3. The Contractor and its Subcontractor/Vendors shall comply with California Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."
4. Travel Reimbursement
 - a. Any reimbursement by Contractor from funds provided under this Agreement for authorized travel and per diem shall be at rates not to exceed those paid by the State in accordance with the California Department of Human Resources (CalHR) rules and regulations.

In State:

- Mileage:
<http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- Per Diem (meals and incidentals):
<http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
- Lodging:
<http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

Out of State:

- <http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx>

- b. This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than

those provided by this Agreement, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Agency on Aging and the State. [2 CCR §599.615 et seq.]

5. The Agency on Aging reserves the right to refuse payment to the Contractor or later disallow costs for any expenditure, as determined by the Agency on Aging not to be in compliance with this Agreement, unrelated or inappropriate to Agreement activities, or when inadequate supporting documentation is presented, or where prior approval was required but was not requested or not granted.

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR §200] [45 CFR §75]
2. The Contractor shall ensure that funding for services as outlined herein are managed and prorated monthly to ensure that adequate Older Americans Act funding is available to provide services through the ending date of this Agreement.
3. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding Title III E) and Title VII services.
4. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR §200.302 and 45 CFR §75.302:

- a. Financial Reporting.
- b. Accounting Records.
- c. Complete Disclosure.

- d. Source Documentation.
- e. Internal Control.
- f. Budgetary Control.
- g. Cash Management (written procedures).
- h. Allowable Costs (written procedures).

C. Unexpended Funds

- 1. No later than March 31 of the Agreement year, the Contractor shall report to the Agency on Aging if any Older Americans Act funds will remain unexpended at the ending date of this Agreement.
- 2. The Agency on Aging shall request and receive from the Contractor release of Older Americans Act funds for an amount mutually agreed upon by both parties, not to exceed the estimated amount of unexpended funds. The Agency on Aging shall be reasonable in its request for funds and the Contractor shall not unreasonably withhold permission for release of funds.
- 3. The Agency on Aging retains all rights to reallocate released funds into other programs, projects, or activities.
- 4. Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the Agency on Aging immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

- 1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- 2. This Agreement is valid and enforceable only if sufficient funds are made available to the State, and subsequently to the Agency on Aging, by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of the contracted program(s). In addition, this Agreement is subject to any

additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Agreement and approval of an itemized budget. No legal liability on the part of the State or the Agency on Aging for any payment may arise under this Contract until funds are made available; the itemized budget is approved by the State; and the Contractor has received an executed Agreement.
4. If funding for any State or Agency on Aging fiscal year is reduced or deleted by the State, Legislature, or Congress for the purposes of this program, the Agency on Aging shall have the option to either:
 - a. Terminate the Agreement pursuant to Section A.1 of Article XVII, *Termination*, of this Agreement; or
 - b. Offer a contract amendment to the Contractor to reflect the reduced funding for this Agreement.
5. The Agency on Aging reserves the right to increase and/or decrease funds available under this Agreement to reflect any restrictions, limitations, or conditions.

ARTICLE VII. BUDGET AND BUDGET REVISION

- A. The Contractor shall be reimbursed for expenses only as itemized in the approved budget with the exception of line item budget transfers as noted in Section E of this Article and shall not be entitled to reimbursement for these expenses until this Agreement is approved and executed by the Agency on Aging. The approved Contractor's budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The final date to submit a budget revision to the Agency on Aging for this Agreement is March 15, 2018.
- C. Indirect Costs
 1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment unless there is

an accepted negotiated rate accepted by all Federal awarding agencies [2 CFR 200.414(c)(1),(f)] [45 CFR 75.414(c)(1),(f)].

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind and used to meet the minimum matching requirements (Title III and Title VII only).
4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR §75.414(a)]

D. Program Specific Funds

1. Program Income
 - a. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
 - b. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in Section D.1.d of this Article).
 - c. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in Section D.1.d of this Article) and may reduce the total amount of contract funds payable to the Contractor.
 - d. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan

Budget, the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.

- e. If Program Income is deferred for use, it must be used by the last day of the federal fiscal year and reported when used.
- f. Program Income may not be used to meet the matching requirements of this Agreement.
- g. Program Income must be used to expand baseline services.
- h. If as a result of advanced funds, the project earns interest on funds awarded by the Agency on Aging, that interest shall be identified as income to the program and used for program expenditures, with full documentation on file for all programs.

2. One-Time-Only (OTO) Funds

- a. OTO Funds, if any, are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.
- b. Titles III and VII federal program OTO funds shall only be used for the following purposes:
 - 1) The purchase of equipment that enhances the delivery of services to the eligible service population.
 - 2) Home and community-based projects that are approved in advance by the California Department of Aging, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - 3) Innovative pilot projects that are approved in advance by the California Department of Aging, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR §1321.53(a)(b).
 - 4) OTO funds can be used to maintain or increase baseline services; however, the Contractor shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the

current Contract period. Expenditures for baseline services do not require advance approval from the California Department of Aging.

- c. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

E. Line Item Budget Transfers

The Contractor may transfer Agreement funds between line items under the following terms and conditions:

1. The Contractor shall obtain prior approval from the Agency on Aging for any line item transfer of funds that exceeds ten percent (10%) of the total budget for each funding source, and submit a revised budget to the Agency on Aging.
2. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount, and purpose of the transfer. This record shall be available to the Agency on Aging upon request and shall be maintained in the same manner as all other financial records.

F. Matching Contributions

1. "Matching Contributions" is defined in Article I, Section H.
 - a. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
 - b. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor.
 - c. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget cost principles.
2. Minimum matching contributions for Older Americans Act funded grants awarded by the Fresno-Madera Area Agency on Aging are determined as follows:
 - a. Title III B Supportive Services (not including Ombudsman), Title III C1 Congregate Nutrition, and Title III C2 Home-Delivered Nutrition: Ten percent (10%) of the sum of the grant award, plus the minimum matching contributions. This is computed by dividing the grant amount by nine (9).

- b. Title III E Family Caregiver Support Program:
Approximately ninety percent (90%) of the sum of the grant award.
- 3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
- 4. Matching contributions generated in excess of the minimum required are considered overmatch.

ARTICLE VIII. PAYMENT

- A. The Contractor shall prepare and submit a monthly expenditure report, as indicated in Appendix E, *Required Reports and Due Dates*, by the 15th of each month to the Agency on Aging, unless otherwise specified by the Agency on Aging.
- B. The Agency on Aging shall review the Contractor's report to ensure compliance with the approved Agreement budget.
- C. Depending upon funding availability, the Agency on Aging shall make monthly reimbursement payments to the Contractor as specified in Appendix E, *Required Reports and Due Dates*, of this Agreement. The Agency on Aging shall pay the Contractor a total not to exceed the amount shown on page one (1) of this Agreement.
- D. The Agency on Aging may withhold payment if the Agency on Aging determines that the Agreement with the Contractor is at-risk, as described in Appendix F, *Sanction Policy*.
- E. The Agency on Aging shall be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. Payments made after a decision to withhold funds or terminate the Agreement will be governed by Article XVII, *Termination*.
- F. The Agency on Aging may require financial reports more frequently than indicated in Section A of this Article or more detail (or both), upon written notice to the Contractor, until such time as the Agency on Aging determines that the financial management standards are met.
- G. Closeout
 - 1. The *Financial Closeout Report* for this Agreement shall be submitted to the Agency on Aging by July 15, 2018. If Agreement is terminated or cancelled prior to June 30, 2018, the *Financial*

Closeout Report shall be submitted to the Agency on Aging within fifteen (15) days of termination or cancellation of the Agreement.

2. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match.

ARTICLE IX. SUBCONTRACTS

- A. The Contractor must obtain approval from the Agency on Aging prior to awarding any subcontracts for services contracted in this Agreement.
- B. The Contractor shall not obligate funds for this Agreement in any subcontracts for service beyond the ending date of this Agreement.
- C. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State of California or the Agency on Aging.
- D. The Contractor shall maintain on file copies of subcontracts, memorandums, and/or Letters of Understanding which shall be made available for review at the request of the Agency on Aging.
- E. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XV, *Insurance*, of this Agreement.
- F. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Agency on Aging, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor(s) in the performance of this Agreement.
- G. The Contractor shall ensure that the subcontractor will complete all reporting and expenditure documents requested by the Agency on Aging. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the Agency on Aging.
- H. The Contractor shall require all subcontractors to maintain adequate staff to meet the subcontractor's agreement with the Contractor. This staff shall be available to the California Department of Aging and the

Agency on Aging for training and meetings, which the California Department of Aging or the Agency on Aging may find necessary from time to time.

- I. If a private non-profit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

ARTICLE X. RECORDS AND REPORTS

A. Records

1. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the *Financial Closeout Report* to the audited financial statements, and a summary worksheet identifying the results of performing audit resolution of its subcontractors in accordance with Article XIV, *Audit Requirements*, of this Agreement. This includes the following: Letters of agreement, insurance documentation, Memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to the Agency on Aging. All records pertaining this Agreement must be made available for inspection and audit by the Agency on Aging or its duly authorized agents, at any time during normal business hours.
2. All such records, including confidential records, must be maintained and made available by the Contractor as follows:
 - a. Until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Agency on Aging or the California Department of Aging's Audit Branch;
 - b. For such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections 3 and 4 of this Article; and
 - c. For such longer period as the Agency on Aging or the State deems necessary.
3. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as in Sections A.2.a through A.2.c of this Article. The Contractor shall ensure that any resource directories and all client records remain the property of the

Agency on Aging upon termination of this Agreement, and are returned to the Agency on Aging or transferred to another Contractor as instructed by the Agency on Aging.

4. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, such records shall be maintained and kept available until every action has been cleared to the satisfaction of the Agency on Aging and the State and so stated in writing to the Contractor.
5. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the Agency on Aging under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR §200.302 and 45 CFR §75.302, the expenditures will be questioned in the audit and may be disallowed by the Agency on Aging or the State during the audit resolution process.
6. After the authorized period has expired, confidential records shall be destroyed by shredding and disposed of in a manner that will maintain confidentiality.

B. Reports

1. The Contractor shall prepare and submit fiscal and performance reports as designated in Appendix E, *Required Reports and Due Dates*. Reports shall be submitted on forms in a format approved by the Agency on Aging.
2. The Contractor shall assure that all fiscal and program data submitted to the Agency on Aging are timely, complete, accurate, and verifiable.
3. If supporting documentation is required as stated in Article XIV, *Audit Requirements*, all such documentation must accompany the monthly expenditure report.
4. All Program Income received by the Contractor shall be included on the monthly expenditure report, and expenditures supported by Program Income shall be stated in the appropriate column. Program Income shall be tracked on a "first in-first out" method. Unspent Program Income shall not exceed the equivalent of thirty (30) days average Program Income.

5. The Contractor shall cross-train staff on program data collection and reporting requirements in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

ARTICLE XI. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property meeting all of the following criteria is subject to the reporting requirements:
 1. Has a normal useful life of at least one (1) year.
 2. Has a unit acquisition cost of at least \$500 including any appropriate sales tax, shipping, and installation costs, etc. (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit).
 3. Is used to conduct business under this Agreement.
- C. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- D. The Contractor shall report property acquired with funds provided under this Agreement to the Agency on Aging:
 1. Title III B, Title III C, and Title VII (b): On the Monthly Report of Expenditures and Donations Revenue for the month in which the property was acquired.
 2. Title III E: On the Title III E Monthly Report of Expenditures (for the Family Caregiver Support Program) for the month in which the property was acquired.
 3. Long-Term Care Ombudsman Program: On the Budget Summary/Monthly Expenditure Report and Request for Funds,

Special Deposit Fund (SDF) & Skilled Nursing Facility Quality & Accountability Fund (SNFQAF) (CDA-OMB-300) for the month in which the property was acquired.

- E. The Contractor shall attach receipts for the property and a list of the following information for each item of property acquired: Date acquired; complete description; model number; serial number (if applicable); cost or other basis of valuation; and specific location of the property.
- F. The Contractor shall maintain a cumulative inventory, including all information required by Section E of this Article, of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose.
- G. The Contractor shall affix the Asset Tag provided by the Agency on Aging to tangible property upon receipt of the asset tag from the agency, which identifies the property as State of California property. The Contractor shall enter the asset tag number on the cumulative inventory records maintained by the Contractor for this Agreement.
- H. The Contractor shall conduct an annual physical inventory of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose, and corresponding reconciliation must be kept on file and available for review by the Agency on Aging.
- I. Prior to disposal of any property purchased by the Contractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the Agency on Aging. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Agency on Aging. The Contractor shall submit a *Request to Dispose of Property* (CDA 248) to the Agency on Aging, and the Agency on Aging will then instruct the Contractor on disposition of the property. Once approval of the disposal has been received from the Agency on Aging, the item(s) shall be removed from the Contractor's inventory report.
- J. The Contractor must remove all confidential, sensitive, or personal information from Agency on Aging property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity, and certify this action on the *Request to Dispose of Property* (CDA 248). This includes, but is not limited to, magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

- K. Any loss, damage, or theft of equipment shall be investigated and fully documented, and the Contractor shall promptly notify the Agency on Aging. In addition, the Contractor shall complete a *Request to Dispose of Property* (CDA 248) and provide it to the Agency on Aging.
- L. The State reserves title to all property purchased or financed with funds provided through the Agency on Aging that is not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations.
- M. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such personal property during the period of the project and until the Contractor has complied with all written instructions from the Agency on Aging regarding the final disposition of the property.
- N. In the event of the Contractor's dissolution, or upon termination of this Agreement, the Contractor shall provide a final property inventory to the Agency on Aging. The Agency on Aging reserves the right to require the Contractor to transfer such property to another entity, or to the Agency on Aging.
- O. The Contractor shall use the property for the purpose for which it was intended under this Agreement.
- P. The Contractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- Q. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Schedule of Program/Site Supplies and Equipment Purchases (page 4 of Exhibit B, Budget).
- R. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE XII. ACCESS

- A. The Contractor shall provide access to the Agency on Aging, federal or State contracting agency, Bureau of State Audits, the Comptroller General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE XIII. MONITORING AND EVALUATION

- A. Authorized Agency on Aging, State, and federal representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal, and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data, and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and, when applicable, inspection of food preparation sites.
- B. The Contractor shall cooperate with the Agency on Aging and the State in the monitoring and evaluation processes, which include making any administrative, fiscal, and program staff available during any scheduled process.

ARTICLE XIV. AUDIT REQUIREMENTS

- A. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR §200.501 to 200.521; and 45 CFR §75.501 to 75.521.

A copy shall be submitted to the:

Fresno Madera Area Agency on Aging
3837 North Clark Street
Fresno, California 93726

The copy shall be submitted within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

The Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the "Schedule of Expenditures of Federal Awards" by the appropriate program name, identifying Agency on Aging grant/contract number, and as passed-through the California Department of Aging.

B. This Section B applies only to Title III and Title VII.

The following closely related programs identified by CFDA number are to be considered as an “other cluster” for purposes of determining major programs or whether a program-specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization’s single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

- 93.041 Special Programs for the Aging – Title VII, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII, Chapter 3)
- 93.042 Special Programs for the Aging – Title III-B/VII-A, Chapter 2 – Long Term Care Ombudsman Services for Older Individuals (Title III-B/VII-A, Chapter 2)
- 93.043 Special Programs for the Aging – Title III, Part D – Disease Prevention and Health Promotion Services (Title III D)
- 93.044 Special Programs for the Aging – Title III, Part B – Grants for Supportive Services and Senior Centers (Title III B)
- 93.045 Special Programs for the Aging – Title III, Part C – Nutrition Services (Title III C)
- 93.052 National Family Caregiver Support Program – Title III, Part E (Title III E)
- 93.053 Nutrition Services Incentive Program (NSIP)

“Cluster of programs” means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. “Other clusters” are defined by the consolidated CFR in the Compliance Supplement or as designated by a State for federal awards provided to its subcontractors that meet the definition of “cluster of programs.” When designating an “other cluster,” a State shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A “cluster of programs” shall be considered as one program for determining major programs, as described in 45 CFR §75 [formerly OMB Circular A-133], whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR §75, Subpart F, Audit Requirements]

[formerly OMB Circular A-133], Audits of States, Local Governments, and Non-Profit Organizations)

- C. The Contractor shall perform a reconciliation of the Financial Closeout Report to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for review by the Agency on Aging.
- D. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the Financial Closeout Report.
- E. The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds approved under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. Contract resolution includes:
 - 1. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR §200.501-200.521 and 45 CFR §75.501-75.521 as summarized in Section F of this Article;
 - 2. Issuing a management decision on audit findings within six (6) months after receipt of the subcontractor's single audit report and ensuring that the subcontractor takes appropriate and timely corrective action;
 - 3. Reconciling expenditures reported to the Agency on Aging to the amounts identified in the single audit or other type of audit, if the Contractor was not subject to the single audit requirements. For a Contractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to the Agency on Aging must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR §200.331] [45 CFR §75.352]; documented review of financial statements; and documented expense verification, including match; etc.).
 - 4. When alternative procedures are used, the Contractor shall perform financial management system testing which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately the source and application of funds for each federally funded activity.

- c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
- d. Comparison of expenditures with budget amounts for each federal award.
- e. Written procedures to implement the requirements of 2 CFR §200.305 and 45 CFR §75.100 et. seq.
- f. Written procedures for determining the allowability of costs in accordance with 2 CFR §200, Subpart E–Cost Principles and 45 CFR §75, Subpart E–Cost Principles.

[2 CFR §200.302] [45 CFR §75.302]

- 5. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
- 6. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.

F. The Contractor shall ensure that its single audit report meets 2 CFR §200, Subpart F–Audit Requirements and 45 CFR §75, Subpart F–Audit Requirements:

- 1. Performed timely: Not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR §200.512] [45 CFR §75.515]
- 2. Properly procured: Use procurement standards for auditor selection. [2 CFR §200.509] [45 CFR §75.509]
- 3. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR §200.514] [45 CFR §75.514]
- 4. All inclusive: Includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR §200.515] [45 CFR §75.515]

5. Performed in accordance with provisions applicable to this program as identified in 2 CFR §200, Subpart F–Audit Requirements and 45 CFR §75, Subpart F-Audit Requirements.
- G. The Contractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards, the Agency on Aging shall have access to all audit reports and supporting work papers, and the Agency on Aging has the option to perform additional work, as needed.
- H. A reasonably proportionate share of the costs required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
 1. Any costs when audits required by the Single Audit Act, 2 CFR §200, Subpart F–Audit Requirements and 45 CFR §75, Subpart F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act, 2 CFR 200, Subpart F – Audit Requirements and 45 CFR §75, Subpart F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity’s fiscal year.
 - a. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
 - b. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act, 2 CFR 200, Subpart F – Audit Requirements and 45 CFR §75, Subpart F – Audit Requirements. This cost is allowable only if the agreed-upon-procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: Activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425] [45 CFR §75.425]

- I. The Contractor shall cooperate with and participate in any further audits which may be required by the Agency on Aging.
- J. The Contractor shall indicate which method of providing audit compliance will be in force during this Agreement (Appendix D, *Method of Providing Audit Compliance*).

ARTICLE XV. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
 1. **General Liability** of not less than \$1,000,000 per occurrence for bodily injury and property damage combined (higher limits may be required by the Agency on Aging in cases of higher than usual risks).
 2. **Automobile Liability, including non-owned auto liability**, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.

If applicable, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter party carriers of passengers and is based on seating capacity as follows unless otherwise amended by future regulation:

 - \$ 750,000 if seating capacity is under 8.
 - \$1,500,000 if seating capacity is 8–15.
 - \$5,000,000 if seating capacity is over 15.
 3. **Professional Liability** of not less than \$1,000,000 as it appropriately relates to services rendered. Coverage shall include errors and omissions.
- B. The insurance will be obtained from an insurance company acceptable to the State Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.
- C. Evidence of insurance shall be in a form and content acceptable to the State Department of General Services, Office of Risk and Insurance Management.
- D. The Contractor shall notify the Agency on Aging within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

E. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall include the Contract Number listed on page 1 of this Agreement and provide the statement:

“The Fresno-Madera Area Agency on Aging, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the Fresno-Madera Area Agency on Aging under this Agreement.”

Professional Liability coverage is exempt from this requirement.

2. The Fresno-Madera Area Agency on Aging shall be named as the certificate holder and its address (3837 N. Clark St., Fresno, CA 93726) must be listed on the certificate.

F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the Agency on Aging, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the Agency on Aging may, in addition to any other remedies it may have, terminate this Agreement.

G. A copy of each appropriate Certificate of Insurance, or letter of self-insurance, referencing this Agreement number shall be submitted to the Agency on Aging with this Agreement.

H. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. [Labor Code §3700]

I. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.

J. Contractor agrees to indemnify, defend, and save harmless the Fresno-Madera Area Agency on Aging, State of California, their officers, agents, and employees from any and all claims and losses occurring or resulting

to any and all Contractors, subcontractors, material, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and also from any and all claims and losses occurring or resulting in any person, firm or corporation, who may be injured or damaged by Contractor in the performance of this Agreement.

ARTICLE XVI. DONATIONS

- A. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA §315(b)]:
1. The Contractor or any subcontractors for any Title III or Title VII services shall not use means tests.
 2. Any Title III or Title VII client who does not contribute toward the cost of the services received shall not be denied services.
 3. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive. Donation letters sent to clients shall stipulate that contributions are voluntary and not required to receive service. Donation letters may not resemble a bill or statement.
 4. Each Service Provider will:
 - a. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;
 - b. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
 - c. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; and
 - d. Establish appropriate procedures to safeguard and account for all contributions.
 - e. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Agreement.

ARTICLE XVII. TERMINATION

A. Termination Without Cause

1. The Agency on Aging may terminate performance of work under this Agreement without cause in whole or in part, if the Agency on Aging determines that a termination is in the Agency on Aging's best interest. The Agency on Aging may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the contract is due to a reduction or deletion of funding by the State of California, the Legislature, or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.
2. The Contractor may terminate this Agreement at any time during the Agreement term by giving the Agency on Aging ninety (90) days written notice. In the event of termination notice, the Agency on Aging will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination of the Agreement.
3. Contractor shall, at least ninety (90) days prior to the end of the term of this Agreement, give written notice to the Agency on Aging if it intends to discontinue provision of any programs or services included in this Agreement during the subsequent Agreement period. The purpose of this requirement is to provide sufficient planning and transition time during the course of this Agreement period to ensure continuity of services to clients.

B. Termination for Cause

1. The Agency on Aging may terminate, in whole or in part, for cause the performance of work under this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:
 - a. In case of threat of life, health, or safety to the public.
 - b. A violation of the law or failure to comply with any condition of this Agreement.

- c. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
 - d. Failure to comply with reporting requirements.
 - e. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Agency on Aging or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
 - f. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
 - g. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
 - h. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
 - i. The commission of an act of bankruptcy.
 - j. Finding of debarment or suspension.
 - k. The Contractor's organizational structure has materially changed.
 - l. The Agency on Aging determines that the Contractor may be considered a "high risk" agency as described in 45 CFR §92.12 for local government and 45 CFR §74.14 for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions, as described in Appendix F, *Sanction Policy*.
 - m. Program operations have been suspended for more than three (3) consecutive months in any budget year, unless a longer period is granted in writing by the Agency on Aging.
2. Termination of this Agreement shall take effect immediately in the case of an emergency, such as threat to life, health, or safety of the public, or when program operations have been suspended for more than three (3) consecutive months in any budget year. In all other

cases of termination for cause, the termination shall take effect thirty (30) days subsequent to written notice to the Contractor.

3. In the event of termination for cause, the Agency on Aging may proceed with the work in any manner deemed proper by the State. All costs to the Agency on Aging shall be deducted from any sum due the Contractor under this agreement and the balance, if any, shall be paid to the Contractor upon demand.

- C. In the event of termination of this Agreement by the Agency on Aging, the Agency will present written notice to the Contractor describing the action being taken by the Agency on Aging, the reason for such action, and any conditions of the termination, including, but not limited to, the date of termination, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination. Said notice shall also inform the Contractor of its right to appeal such decision to the Agency on Aging and of the procedure for doing so. (Appendix G, *Appeal Procedure for Service Providers*)

D. Contractor's Obligation After Notice of Termination

1. After receipt of a notice of termination, and except as directed by the Agency on Aging, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

- a. Stop work as specified in the Notice of Termination;
- b. Place no further subcontracts for materials, or services, except as necessary to complete the continued portion of the contract;
- c. Terminate all subcontracts to the extent they relate to the work terminated;
- d. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause); and
- e. Comply with all additional terms of this Agreement pertaining to termination or cancellation of the Agreement.

ARTICLE XVIII. REMEDIES AND APPEAL PROCESS

- A. The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the Agency on Aging as a result of a breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project. Specifically, the Agency on Aging reserves the right to pursue all remedies allowed to it under the Older Americans Act, and all regulations adopted pursuant to the Act or implementing the Act, regarding the expenditure of federal funds.
- B. The Contractor may appeal an adverse determination by the Agency on Aging using the *Appeal Procedure for Service Providers*, which is set forth in Appendix G, for actions subject to appeal, as defined in Appendix G, Section I.A, *Actions Subject to Appeal*.
- C. The Contractor may appeal the Agency on Aging's final adverse determination once all administrative remedies contained in Appendix G, *Appeal Procedure for Service Providers*, have been exhausted, using the appeal process established in Title 22 CCR §7700 to 7710.
- D. The Contractor shall continue with the responsibilities under this Agreement during any dispute.
- E. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE XIX. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, approved as required by the Agency on Aging amendment process, and signed by a duly authorized representative of the Contractor and of the Agency on Aging. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. Should either party during the term of this Agreement desire a revision, waiver or modification in this Agreement, such revision, waiver or modification shall be proposed in writing to the other party. The other party shall accept or reject the proposal within thirty (30) days of receipt of request. Once accepted, such revision may require an amendment through the Agency on Aging's contract process to provide for the change mutually agreed to by the parties.
- C. The Agency on Aging reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted

by Congress or the Legislature or as directed by the Executive Branch of State Government.

- D. An amendment is required to change the Contractor's name as listed on this Agreement. Any notice given to the Agency on Aging for a Contractor's change of legal name, main address, or name of Director shall be addressed to the Fresno-Madera Agency on Aging's Executive Director on the Contractor's letterhead. Upon receipt of legal documentation of the name change, the Agency on Aging will process the amendment. Invoices presented by the Contractor with the Contractor's new name cannot be paid prior to the Agency on Aging's approval of said amendment.

ARTICLE XX. NOTICING

- A. Any notice to be given hereunder by either party to the other may be effected by one of the following methods, provided Contractor retains receipt, and shall be communicated as of actual receipt: 1) Personal delivery in writing; 2) Registered or certified mail, postage prepaid and return receipt requested; or 3) Overnight mail.
- B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging at its current address, 3837 North Clark Street, Fresno, CA 93726, and notices to the Contractor shall be addressed to the Contractor's address as indicated on page 1 of this Agreement, unless otherwise requested in writing.
- C. Each party may change its address originally provided in this Agreement by written notice to the other party in accordance with this Article.

APPENDIX A
RESOLUTION OF AUTHORIZATION TO CONTRACT

The governing board of the _____ City of Madera
(Service Provider)
hereby authorizes _____ Andrew J. Medellin, Mayor
(Name and Title)

to execute the contract(s) listed on Page 1 of this Agreement with the Fresno-Madera Area Agency on Aging for the fiscal year beginning July 1, 2017, to June 30, 2018, including any subsequent amendments and all necessary supporting documents.

Name of Chair (Please Print)
Governing Board

Signature of Chair
Governing Board

Date

CERTIFICATION

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State or Fresno-Madera Area Agency on Aging (Agency on Aging) agreements if the State or the Fresno-Madera Area Agency on Aging determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the Agency on Aging.

Failure to make a good faith effort may be cause for non-renewal of an Agency on Aging contract for legal services, and may be taken into account when determining the award of future contracts with the Agency on Aging for legal services.

5. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the Agency on Aging.

6. **SWEATFREE CODE OF CONDUCT:**

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Agency on Aging pursuant to the contract have been laundered or produced in

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- b. The Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the Agency on Aging, the California Department of Aging, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).
7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the Agency on Aging that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. **CALIFORNIA CIVIL RIGHTS LAWS:** Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, the following: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code).
5. **EMPLOYER DISCRIMINATORY POLICIES:** Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, the following: For

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

6. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the Agency on Aging will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
7. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
8. **RESOLUTION:** A county, city, district, or other local public body must provide the Agency on Aging with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
9. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
10. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not a state agency or other governmental entity.

APPENDIX C
CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

CERTIFICATION

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.

<u>City of Madera</u>	<u>18-0147</u>
<i>Contractor/Vendor Name (Typed)</i>	<i>Contract Number</i>
<hr/>	
<u>Mary Anne Seay, Director of Parks and Community Services Department</u>	<u></u>
<i>Authorized Signature</i>	<i>Date</i>
<u>Mary Anne Seay, Director of Parks and Community Services Department</u>	
<i>Name and Title of Person Signing (Typed)</i>	

In compliance with California Government Code 11019.9, California Civil Code 1798 Section 1798 et seq., California Department of Aging (CDA) Management Memo 06-12 and CDA Budget Letter 06-34, the Fresno-Madera Area Agency on Aging (Agency on Aging) hereby requires the Contractor/Vendor to certify that:

- The Contractor's employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive and/or personal identifying information must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter. The Contractor must maintain certificates of completion on file and provide them to the Agency on Aging or CDA upon request.
- Confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.
- All access codes which allow access to confidential information will be properly safeguarded.
- Activities by any individual or entity that is suspected of compromising confidential information will be reported to the Agency on Aging immediately by providing the Agency on Aging with a completed Security Incident Report (CDA Form 1025), available online at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.
- Any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act.

APPENDIX C

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- Obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with the Agency on Aging.
- All employees, volunteers, and subcontractors of the Contractor/Vendor will be notified of the Agency on Aging's and CDA's confidentiality and data security requirements.
- The Agency on Aging, CDA, or their designees will be granted access by the Contractor or Vendor to any computer-based confidential information within the scope of the Contract.

- I agree to protect the following types of confidential information which include, but are not limited to:
 - Social Security number.
 - Medical information.
 - Claimant and employer information.
 - Driver's License information.
 - Information about individuals that relates to their personal life or identifies or describes an individual.
 - Other agencies' confidential and proprietary information.
 - Criteria used for initiating audit selection.
 - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.).
 - Any other information that is considered proprietary, a copyright, or otherwise protected by law or contract.
- I agree to protect confidential information by:
 - Accessing, inspecting, using, disclosing, or modifying information only for the purpose of performing official duties.
 - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason.
 - Securing confidential information in approved locations.
 - Never removing confidential information from the work site without authorization.

APPENDIX D

METHOD OF PROVIDING AUDIT COMPLIANCE

The service provider shall indicate which method of providing audit compliance to the Fresno-Madera Area Agency on Aging (Agency on Aging) will be in force during this Agreement.

Please place an **X** in the appropriate box:

- ☒ An independent audit shall be performed in accordance with the requirements of 2 CFR §200, Subpart F - Audit Requirements, and 45 CFR §75, Subpart F - Audit Requirements, and a copy submitted to the Agency on Aging.
- ☐ An independent audit shall be performed and a copy submitted to the Agency on Aging.
- ☐ All supporting documentation shall be submitted to the Agency on Aging for review along with any request for reimbursement.

Enter Fiscal Year Ending Date →

June	30	2018
Month	Day	Year

APPENDIX E

REQUIRED REPORTS AND DUE DATES

Fiscal Reports

***Expenditure Reports by Program**

Title III B, Title III C, Title III D, and Title VII Programs *Due 15th of each month*

- Monthly Report of Expenditures and Donations Revenue

Title III E Family Caregiver Support Program *Due 15th of each month*

- Title III E Monthly Report of Expenditures

Title V Senior Community Service Employment Program *Due 10th of each month*

- Monthly Expenditure Report and Request for Funds (CDA 29)

Health Insurance Counseling and Advocacy Program *Due 15th of each month*

- HICAP Monthly Report of Expenditure/Request for Funds (CDA 245)

Long-Term Care Ombudsman Program *Due 15th of each month*

- Budget Summary/Monthly Expenditure Report & Request for Funds, Special Deposit Fund & Skilled Nursing Facility Quality and Accountability Fund (CDA-OMB-300)

** Payments are made on or about the 20th of the month, or the following business day if the 20th falls on a holiday or weekend, for accurate expenditure reports received by the due date. Late or inaccurate expenditure report submissions will result in delay of payments until reporting requirements have been met.*

Additional Fiscal Reports – All Programs

- **Final Budget Revisions**
 - Due by March 15th
- **Annual Financial Close Out Report**
 - Due by July 15th with exception of HICAP
 - 1st HICAP Financial Closeout Report for federal funds from July 1-March 31 due by April 30th
 - 2nd HICAP Financial Closeout Report for State funds from July 1-June 30 and Federal funds from April 1-June 30 due by July 30th
- **Copy of Audit**, as required by contract
 - Due within 30 days after receipt of auditor's report, or nine months after end of audit period, whichever is earliest
- **Request to Dispose of Property**
 - Due within 5 days of the loss, destruction, or theft of property, or if the property will no longer be used for the contracted program

APPENDIX E

REQUIRED REPORTS AND DUE DATES

Program Reports

Monthly Service Unit Report (Form 186M) *Due 7th working day of each month*

- **Title III B Adult Day Care**
 - Attach Q Monthly Service Roster
 - Attach associated Client Intake Forms
 - Attach Client Deactivation Request
 - **Title III B Legal Assistance**
 - **Title III B Transportation**
 - **Title III D Health Promotion**
 - **Title VII (b) Elder Abuse Prevention, Education, & Training**
 - ***Health Insurance Counseling and Advocacy Program (HICAP)**
 - Attach final version of HICAP Performance Measures and Benchmark Report generated from SHARP system for reporting month
- *Due date subject to California Department of Aging notifications*

Monthly Title III C Elderly Nutrition Program Reports *Due 7th working day of month*

- | | |
|----------------------------------|--|
| • Q Monthly Service Roster | • Nutrition Volunteer Summary Report |
| • Daily Sign-In Sheets | • Cash Count Sheet |
| • Associated Client Intake Forms | • Food Preparation Center Food Service |
| • Client Deactivation Request | • Check Sheet |

Quarterly Reports *Due 15th of month following reporting period*

- **Title III B California Legal Services** Quarterly Aggregate Report (CDA 1022)
 - **Title VII (b) Elder Abuse Prevention** Quarterly Activity Report (CDA 1037)
 - ****Title V Senior Community Service Program** Quarterly Service Unit Report (Form 186Q)
 - Attach final version of Quarterly Progress Report from SPARQ system
 - **Title V Senior Community Service Program** Quarterly Narrative Report
- **Due date subject to California Department of Aging notifications*

Quarterly Reports *Due 30th of month following reporting period*

- **Long-Term Care Ombudsman Program**
 - Copy of completed Quarterly Ombudsman Reporting Form (OSLTCO S301) as submitted to the California Department of Aging
 - Attach program performance data from the Ombudsman Data Integration Network for July 1st through last day of reporting quarter

APPENDIX F

FRESNO-MADERA AREA AGENCY ON AGING SANCTION POLICY

I. At-Risk Designation

Title 45 of the Code of Federal Regulations (45 CFR), sections 74.14 and 92.12, defines factors that determine if an Agreement with a Contractor is at risk. In accordance with 45 CFR, the Fresno-Madera Area Agency on Aging (Agency on Aging) may consider an Agreement with a Contractor to be at-risk if the Agency on Aging determines that the Contractor:

- A. Has a history of unsatisfactory performance, for which examples include, but are not limited to:
 - 1. Grant funds are not obligated properly, are not disbursed, or are not spent for the contracted purpose;
 - 2. Financial reports do not include program income and the required match of funds;
 - 3. The quantity of service units provided is less than 95% of the projected level at any time following the third month of the Agreement period;
 - 4. The Targeting Plan is not implemented as described in the Program Narrative section of the Agreement;
 - 5. Complaints received from clients, their caretakers, or the general public indicate that the Contractor is not providing the contracted service at a satisfactory level.
- B. Is not financially stable;
- C. Has a management system which does not meet the management standards set forth in Article VI, Section B, *Accountability for Funds*, of this Agreement;
- D. Has not conformed to terms and conditions of previous awards; or
- E. Is otherwise not responsible, for which examples include, but are not limited, to:
 - 1. Financial or program reports are late, incorrect, or incomplete;
 - 2. Responses to corrective actions requested by the Agency on Aging are not provided by the due date;
 - 3. Corrective action plans are not implemented by the due date;
 - 4. Findings from a prior contract monitoring are repeated in a subsequent monitoring;

5. Failure to respond to telephone or written communications from the Agency on Aging in a timely manner; or
6. A violation of the law or failure to comply with any condition of this Agreement.

II. Sanctions

The Agency on Aging may impose sanctions (special conditions and/or restrictions) on the Contractor that correspond to the at-risk condition. Such sanctions may include:

- A. Withholding of funds;
- B. Requiring additional, more detailed, and/or more frequent financial and/or program reports;
- C. Requiring preparation and implementation of an acceptable corrective action plan;
- D. Additional contract monitoring;
- E. Requiring the Contractor to obtain technical or management assistance;
- F. Establishing additional prior approvals; and/or
- G. Withholding authority to continue provision of service within a given funding period.

Sanctions may be imposed upon approval by the Executive Director of the Agency on Aging, with the exception of Item II.G above, which requires approval by the Agency on Aging Governing Board.

For sanctions identified in Items II.A through II.F above, the Agency on Aging will promptly remove sanctions once the conditions that prompted them have been corrected.

For the sanction identified in Item II.G above, the sanction will be removed when the Contractor takes corrective action satisfactory to the Agency on Aging and/or the Contractor has been restored to satisfactory status in accordance with the terms and conditions of this Agreement.

III. Notification to Provider

The Agency on Aging will provide written notification to the Contractor of any sanctions imposed via certified or overnight mail, return receipt requested. Such notification will include:

- A. The nature of the sanctions;
- B. The reason(s) for imposing them;
- C. The effective date of the sanctions;
- D. The legal or contractual citation upon which the sanction is based;
- E. The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions; and
- F. The Agency on Aging's appeal procedure for service providers.

IV. Unresolved At-Risk Condition(s)

Should the at-risk condition(s) remain unresolved following the imposition of sanctions, the Agency on Aging may proceed to terminate the Agreement with the Contractor, in accordance with the *Termination* section of this Agreement (Article XVII, Title III and Title VI Area Plan Contracts; Article XVI, Title V Contract; Article XVI, Health Insurance Counseling and Advocacy Program Contract).

APPENDIX G
FRESNO-MADERA AREA AGENCY ON AGING
APPEAL PROCEDURE FOR SERVICE PROVIDERS

I. Actions Subject to Appeal

- A. A contracted or potential provider of service (service provider) has the right to appeal an adverse determination made by the Fresno-Madera Area Agency on Aging (Agency on Aging). The actions below shall be considered adverse determinations that are subject to appeal [Title 22 CCR §7704 (c)(1) – (c)(3)(C)]:
1. A reduction in the level of funding to an existing Contractor during an Agreement period; however, a reduction directly attributable to a reduction in the funding to the Area Agency on Aging by the State or federal government shall not be considered an adverse determination.
 2. A cancellation or termination of an existing Agreement with the Contractor prior to the Agreement's expiration date.
 3. Denial of an application to provide services when any of the following exist:
 - a) The presence of a conflict of interest, real or apparent, as specified in 45 CFR 92.36(b)(3);
 - b) The occurrence of a procedural error or omission, such as the failure of the Agency on Aging to include a federal mandate in its solicitation request;
 - c) The lack of substantial evidence to support the Agency on Aging's action.

II. Method of Notification

- A. The service provider shall provide notification of appeals, and the Agency on Aging shall provide notification of subsequent appeals determinations, by certified or overnight mail, return receipt requested, or by personal delivery in writing.
- B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging, 3837 North Clark Street, Fresno, CA 93726.

- C. The Agency on Aging shall transmit notification to the address listed on the service provider's appeal; if this address differs from the address listed on page 1 of the service provider's Agreement with the Agency on Aging, the Agency on Aging shall transmit a copy of the notification to the address contained on page 1 of the Agreement.
- D. The Agency on Aging shall include a copy of this Appeal Procedure for Service Providers with all notifications to service providers of adverse appeals determinations.

III. Process

- A. The service provider shall give notice of intent to appeal to the Executive Director of the Agency on Aging within ten (10) business days of the Agency on Aging's notice of adverse determination. The notice of intent to appeal shall be in writing, must state the specific grounds upon which the action by the Agency on Aging is appealed, and must be accompanied by all supporting documents.
- B. The Executive Director of the Agency on Aging shall investigate the appeal and issue a written determination to the service provider within fifteen (15) business days of receipt of the appeal. The determination shall set forth the Agency on Aging's position and specify applicable sections of the service provider's Agreement with the Agency on Aging, government regulations, government statutes, or other provisions relied upon.
- C. If the service provider is dissatisfied with the Agency on Aging Executive Director's determination, the service provider may appeal to the Executive Committee of the Agency on Aging Governing Board within ten (10) business days of the date of the Agency on Aging Executive Director's written determination. The appeal shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.
- D. The Executive Committee of the Agency on Aging Governing Board (Executive Committee) shall, within fifteen (15) business days of receipt of the service provider's appeal:
 - 1. Review the service provider's appeal, considering any additional evidence or documentation provided by the Agency on Aging Executive Director;
 - 2. Determine if the appeal should be denied, or if a recommendation should be made to the full Agency on Aging Governing Board at its next scheduled meeting to take action to grant the appeal; and

3. Provide written notification of its determination to the service provider.
- E. If the service provider is dissatisfied with the Executive Committee's determination, the service provider may request a hearing before the full Agency on Aging Governing Board. The service provider must request the hearing within ten (10) business days of the Executive Committee's written notification of determination. The hearing request shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.
 - F. If the Agency on Aging Governing Board does not accept and implement the Executive Committee's recommendation to grant the service provider's appeal:
 1. The Agency on Aging shall provide written notification to the service provider of the Governing Board's decision within two (2) business days following the decision;
 2. The service provider may request a hearing before the Agency on Aging Governing Board. The service provider must request the hearing within ten (10) business days of the date of the notification of the Agency on Aging Governing Board's decision. The hearing request shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.
 - G. Upon receipt of the service provider's request for a hearing before the Agency on Aging Governing Board, the Agency on Aging will place the hearing on the agenda of the next regularly scheduled meeting of the Agency on Aging Governing Board, and provide the service provider with a copy of the published agenda.
 1. The hearing before the Agency on Aging Governing Board shall consist of:
 - a) Receipt and review of all previously submitted documents concerning the appeal;
 - b) Submission in writing by the service provider of any additional information or documentation supporting the service provider's position;
 - c) An oral presentation by the service provider, not to exceed thirty (30) minutes; and

- d) An oral presentation by the Agency on Aging Executive Director and/or Agency on Aging staff, not to exceed thirty (30) minutes.
- 2. At the conclusion of the hearing, the Agency on Aging Governing Board shall vote to accept or deny the service provider's appeal.
 - a) If the appeal is denied, the Agency on Aging Governing Board shall notify the service provider in writing of the reason(s) the appeal was denied, including a statement that all appeal procedures to the Agency on Aging and its Governing Board have been exhausted, and of the service provider's right to appeal the Governing Board's decision to the California Department of Aging. Such notification shall include a copy of Sections 7700 through 7710 of Title 22 of the California Code of Regulations, which contains the process for appealing the determination to the California Department of Aging.

APPENDIX H

FRESNO-MADERA AREA AGENCY ON AGING CONTACT LIST FOR SERVICE PROVIDERS

Telephone Number for All Contacts: (559) 600-4405

Linda Descoteaux Administrative Manager Email: ldescoteaux@fmaaa.org Fax: (559) 243-5918	Contract Administration Administrative & Program Monitoring (excluding Nutrition and Adult Day Care) Area Agency on Aging Area Plan and Updates Service Unit Planning and Performance Q Care Access Client Database Administration
Teresa Scheidt Senior Accountant Email: tscheidt@fmaaa.org Fax: (559) 243-5918	Budget Questions Financial Close-Out Reports Fiscal Monitoring Monthly Payments to Service Providers Quarterly Reports of Expenditures & Donation Revenue
Adam Vinogradoff Administrative Analyst Email: avinogradoff@fmaaa.org Fax: (559) 243-5918	Monthly Service Unit Reports and Supporting Rosters Quarterly Service Unit Reports Client Intake Forms Congregate Meal Site Rosters & Daily Sign-In Sheets Nutrition Volunteer Summary Report
Stephanie Jenkins Program Coordinator Email: sjenkins@fmaaa.org Fax: (559) 243-5651	Congregate Nutrition Site Procedures Daily Congregate Meal Counts Nutrition Site Food Safety Nutrition Supply Order Forms Nutrition Site Monitoring Adult Day Care Site Monitoring
Peggy Bakeman Jessica Jacobo Lopez Program Coordinators Email: pbakeman@fmaaa.org jjacobolopez@fmaaa.org Fax: (559) 243-5651	Home-Delivered Meals: Discontinue or Restart Eligibility & Assessments Missed Deliveries Short-Term Temporary (STT) Program

**Fresno-Madera Area Agency on Aging
3837 N. Clark St.
Fresno, CA 93726**

APPENDIX I
FRESNO-MADERA AREA AGENCY ON AGING
EMERGENCY CONTACT INFORMATION

Information and Assistance:	(559) 600-4405 (800) 510-2020
-----------------------------	----------------------------------

Executive Director, Emergency Coordinator, and Public Relations Officer	Jean Robinson
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
After Hours Phone:	(559) 930-5847

Administrative Manager, Alternate Emergency Coordinator	Linda L. Descoteaux
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
After Hours Phone:	(559) 270-9939

APPENDIX J

COMMUNITY FOCAL POINTS LIST

CCR Title 22, Article 3, Section 7302(a)(14), 45 CFR Section 1321.53(c), OAA 2006 306(a)

Definition of Focal Point: *A facility established to encourage the maximum collocation and coordination of services for older individuals. (42 USC Section 3002 (21))*

Planning and Service Area 14 - Designated Community Focal Points		
Fresno County		
Fresno-Madera Area Agency on Aging (includes Senior Resource Center/Sierra Resource Campus)	3837 N. Clark St.	Fresno, CA 93726
Clovis Senior Center	850 4th St.	Clovis, CA 93612
Coalinga Senior Center	220 E. Forest Ave.	Coalinga, CA 93210
Edwin Blayney Senior Center	108 N. 3 rd St.	Fowler, CA 93625
Firebaugh Senior Center	1601 Thomas Conboy Ave.	Firebaugh, CA 93622
Huron Senior Center	16900 5 th St.	Huron, CA 93234
Kerman Senior Center	720 S. 8 th St.	Kerman, CA 93630
Kingsburg Senior Center	1450 Ellis St.	Kingsburg, CA 93631
Mary Ella Brown Community Center	1350 E. Annadale Ave.	Fresno, CA 93706
Mendota Senior Center	415 Sorenson Ave.	Mendota, CA 93640
Mosqueda Community Center	3670 E. Butler Ave.	Fresno, CA 93702
Nick Medina Senior Center	2301 Selma St.	Selma, CA 93662
Orange Cove Senior Center	699 6 th St.	Orange Cove, CA 93646
Pinedale Community Center	7170 N. San Pablo Ave.	Pinedale, CA 93650
Reedley Senior Center	100 N. East Ave.	Reedley, CA 93654
Sanger Senior Center	730 Recreation Ave.	Sanger, CA 93657
Sierra Oaks Senior and Community Center	33276 Lodge Rd.	Tollhouse, CA 93667
Ted C. Wills Community Center	770 N. San Pablo Ave.	Fresno, CA 93728
Madera County		
Chowchilla Senior Center	820 Robertson Blvd.	Chowchilla, CA 93610
Frank A. Bergon Senior Center	238 S. D St.	Madera, CA 93637
Pan-American Community Center	703 E. Sherwood Way	Madera, CA 93638
Ranchos/Hills Senior Center	37330 Berkshire Dr.	Madera Ranchos, CA 93636
Sierra Senior Center	49111 Cinder Ln.	Oakhurst, CA 93644

APPENDIX K

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Please complete and sign Internal Revenue Service Form W-9, which is provided on the next page.

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. City of Madera	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) 205 W. 4th Street	Requester's name and address (optional) Fresno-Madera Area Agency on Aging
	6 City, state, and ZIP code Madera, CA 93637	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
9	4			-	6	0	0	0	3	6
									5	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ Mark Etheridge	Date ▶ 7/18/17
-----------	--	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT A

TITLE III B PROGRAM EXHIBIT Adult Day Care

I. Definitions Specific to Title III B Programs:

- A. **Program Requirements** is defined as Title III program requirements found in the Older Americans Act (OAA) [42 USC Section 3001-3058]; the Code of Federal Regulations (CFR) [45 CFR 1321]; the California Code of Regulations (CCR) [22 CCR §7000 et seq.]; and California Department of Aging Program Memoranda.
- B. **Title III B (Supportive Services)** is defined as a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and National Ombudsman Reporting System (NORS). [OAA §321(a)]
- C. **Priority Services for Title III B** are defined as those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services, such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.
- D. **Eligible Service Population** is defined as individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. [OAA §305(a)(2)(E)] [22 CCR §§7125, 7127, 7130, 7135 and 7638.7].
- E. **Adult Day Care** is defined as personal care for dependent older adults in a supervised, protective, and congregate setting during some portion of a day. The unit of measurement is one hour.
- F. **Unduplicated Client Count** is defined as a new person served. A client is considered new, only once within the fiscal year, when he/she first utilizes a covered service. A client, who has never been previously registered as a client for the service in the current fiscal year, may be counted as unduplicated.

II. Scope of Work

- A. The service provider is charged with providing Adult Day Care as a community-based program that provides non-medical care to persons 60 years of age or older in need of personal care services, supervision, or assistance essential for sustaining the activities of daily living (ADL) or for the protection of the individual on less than a 24-hour basis.
- B. The service provider will provide Adult Day Care by offering social and recreational activities for older adults in a supervised, protective, and congregate setting during some portion of a 24-hour day.

Adult Day Care activities include:

- Social and recreational activities;
 - Health monitoring;
 - Supervision
 - Assistance with ADL training;
 - Counseling;
 - Provision of personal care; and
 - Provision of a noon meal and snacks on days of attendance.
- C. Activities will be designed to encourage participant interaction and:
 - 1. Seek to establish, maintain, or improve the participant's sense of usefulness;
 - 2. Stimulate the participant's desire to use their physical and mental abilities to the fullest; and
 - 3. Promote the participant's sense of self-respect.
- D. The service provider will conduct an assessment of each individual's functional capacities and impairments prior to program participation.
- E. The service provider will develop an individualized written service plan for each participant within thirty days of the participant's first date of service, and review the service plan at least once annually.
- F. The service provider will make information and referral services available to program participants and their families.

- G. The service provider must provide program staff with initial training on working with older adults, participants' rights, safety, and accident prevention.
- H. The service provider must provide program staff with annual training in the use of fire extinguishers, administering written procedures for emergencies and evacuations, and an updated list of public safety and first responder phone numbers.
- I. The service provider must submit complete, accurate, and timely fiscal and program reports to the Fresno-Madera Area Agency on Aging as listed in Appendix E of this Agreement.
- J. The service provider shall have a plan to ensure accuracy of data from all levels. This plan shall include a method for the service provider to verify the accuracy of their data prior to submission to the Fresno-Madera Area Agency on Aging.

III. Additional Assurances

- A. The service provider for Adult Day Care must be licensed by the Community Care Licensing Division of the California Department of Social Services, and maintain this license in good standing with the state.
- B. The service provider must ensure that the total number of participants served each day does not exceed the program facility's licensed capacity.
- C. A space, such as a library, study room, or place adjacent to the activity, must be provided for clients who are not actively participating in planned activity programs.
- D. If outdoor activity space is provided, the space must provide protection from traffic, provide a shaded rest area for clients, and be free of hazards.
- E. The service provider must have a plan in place for communication with program participants who speak languages other than those spoken by direct-care staff.
- F. The service provider must have a procedure in place for determining when the participant can no longer be served safely or adequately by the program, and for handling the participant's exit from the program.
- G. Facilities shall be properly maintained by the service provider with regards to repairs and maintenance, cleanliness, accessibility, etc.

Exhibit B

Budget

The Agency on Aging sends budget forms in Excel format to service providers via e-mail.

Please return two completed sets of the budget with the signed and completed contract documents.

Please contact the Agency on Aging's fiscal department at (559) 600-4405 to request hard copies of the blank worksheets if needed.

(Revised June 2015)

FRESNO - MADERA AGENCY ON AGING
PERSONNEL BUDGET DETAIL: FY 2017-18

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III B - Adult Day Care

CONTRACT NO: 18-0143
REVISION NO:

A.	POSITION TITLE		B. FTE % (40 Hrs = 100%)	C. FULL ANNUAL SALARY	D. % OF TIME ON PROGRAM	E. FMAAA GRANT	F. PROGRAM DONATIONS	G. DONATIONS C-2	H. MATCHING FUNDS	I. NON- MATCHING FUNDS	J. TOTAL PERSONNEL COSTS
	Community Service										
1.	Manager	Salary	100.0%	76,196	5.00%				3,810		3,810
2.	Community Service Coordinator	Salary	100.0%	51,928	10.00%				5,193		5,193
3.	Business Manager	Salary	100.0%	93,979	2.00%				1,880		1,880
4.	Administrative Assistant	Salary	100.0%	48,428	3.00%				1,455		1,455
5.	Program Leader II	Salary	62.5%	16,575	100.00%	16,575					16,575
6.	Program Leader II	Salary	62.5%	16,575	100.00%	12,043	4,532				16,575
7.	Program Leader I	Salary	62.5%	14,300	100.00%		8,332		5,968		14,300
8.	Program Leader I	Salary	62.5%	14,300	100.00%				14,300		14,300
9.	Program Leader I	Salary	29.1%	6,666	100.00%				6,666		6,666
10.		Salary									
Total Salaries Page 2 Line 1 a ---->						28,618	12,864		39,272		80,754
Total Payroll Taxes Page 2 Line 1 b ---->						1,288	579		1,442		3,309
Total Benefits Page 2 Line 1 c ---->						3,462	1,557		9,766		14,785
TOTAL PERSONNEL COSTS Page 2 Line 1 ---->						33,368	15,000		50,480		98,848

NOTE: If there is more than one employee per position, list each separately. Use additional pages as necessary.

IN-KIND PERSONNEL COSTS DESCRIPTION OF WORK PERFORMED	NUMBER OF VOLUNTEERS	AVE. ANNUAL HOURS PER VOLUNTEER	TOTAL ANNUAL HRS	RATE PER HOUR	TOTAL IN-KIND

(Revised June 2015)

FRESNO - MADERA AREA AGENCY ON AGING
PROGRAM BUDGET BY INCOME SOURCE: FY 2017-2018

CONTRACTING AGENCY: City of Mafera
PROGRAM: Title III B - Adult Day Care

CONTRACT NO: 18-0143
REVISION NO:

CATEGORY	A. FMAAA GRANT	B. PROGRAM DONATIONS	C. DONATIONS C-2	D. MATCHING FUNDS	E. NON- MATCHING FUNDS	F. TOTAL CASH	G. IN-KIND MATCH
1. SALARIES & BENEFITS							
a. Salaries	28,618	12,864		39,272		80,754	
b. Payroll Taxes	1,288	579		1,442		3,309	
c. Employee Benefits & Work. Comp.	3,462	1,557		9,766		14,785	
1. PERSONNEL COSTS	33,368	15,000		50,480		98,848	
2. TRAVEL AND TRAINING							
a. Staff Travel							
b. Volunteer Travel							
c. Training							
2. TRAVEL AND TRAINING							
3. EQUIPMENT PURCHASE (*)							
4. CONSULTANTS							
5. MEALS							
6. PROGRAM/SITE SUPPLIES (**)							
7 OTHER COSTS:							
a. Liability Insurance							
b. Telephone							
c. Office Supplies							
d. Postage							
e. Building Rent							
f. Building Maintenance							
g. Equipment Maintenance							
h. Vehicle Maintenance							
i. Utilities							
j. Printing							
k. Memberships/Licenses							
l. Subscriptions/Publications							
m. Advertising							
n.							
o.							
7. OTHER COSTS:							
TOTAL DIRECT COSTS	33,368	15,000		50,480		98,848	
8. INDIRECT COSTS (Attach narrative)							
TOTAL COSTS	33,368	15,000		50,480		98,848	

* List all proposed equipment purchases on page 4. (Equipment is an asset with a per item purchase price in excess of **\$500 including taxes, shipping and installation**)

** List all proposed purchases on page 4 of single or individual items with a cost in excess of **\$100 including taxes, shipping and installation.**

(Revised June 2015)

**FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF FUNDING SOURCES: FY 2017-18**

CONTRACTING AGENCY: City of Mafera
PROGRAM: Title III B - Adult Day Care

CONTRACT NO: 18-0143
REVISION NO:

	PROGRAM	
	B. CASH	C. IN-KIND
1. FMAAA Grant	33,368	
2. Program Donations:		
Current Year Program Donations	15,000	
Deferred Donations		
3. Home-Delivered Nutrition (C-2) Donations:		
Current Year Home-Delivered Nutrition (C-2) Donations		
Deferred Home-Delivered Nutrition (C-2) Donations		
4. Matching Funds - Cash & In-Kind (List Source):		
a. City of Madera General Fund	50,480	
b.		
c.		
d.		
5. Non-Matching Funds [Federal Funds/Other Program Match] - Cash & In-Kind (List Source):		
a.		
b.		
c.		
6. TOTAL FUNDING		
<i>(These totals must agree with the totals shown at the bottom of Page 2 column F and G)</i>	98,848	
Total from Page 2, Columns F and G	98,848	
Variance (must be zero)	0	0

(Revised June 2015)

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF PROGRAM/SITE SUPPLIES AND EQUIPMENT PURCHASES: FY 2017-18

CONTRACTING AGENCY: _____ City of Mafera
PROGRAM: _____ Title III B - Adult Day Care

CONTRACT NO: 18-0143
REVISION NO: _____

ITEM QUANTITY (Must List number)	Item Type / Description	Estimated Month of Purchase	Estimated per unit purchase cost (***)	How is the item to be used for the program the grant is funding?	Estimated amount paid by FMAAA / GRANT funding	Estimated amount paid by DONATION funding	Estimated amount paid by MATCH funding
1	PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING \$100 PER INDIVIDUAL OR SINGLE ITEM:						
a							
b							
c							
d							
e							
f							
g							
h							
i							
j							
k							
l							
m							
n							
o							
p							
q							
	TOTAL PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING \$100 PER INDIVIDUAL OR SINGLE ITEM:						
2	PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING \$500 PER INDIVIDUAL OR SINGLE ITEM:						
a							
b							
c							
d							
e							
	TOTAL PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING \$500 PER INDIVIDUAL OR SINGLE ITEM:						

*** Costs to include estimated purchase of the individual / single item to be purchased, any taxes, any shipping and installation costs.

EXHIBIT C

ANNUAL SUMMARY OF ACTIVITIES

PROGRAM & SERVICE: Title III B Supportive Services: Adult Day Care
SERVICE PROVIDER: City of Madera
CONTRACT NUMBER: 18-0143
CONTRACT EFFECTIVE: July 1, 2017 to June 30, 2018

Goal: To assist licensed Adult Day Care (ADC) centers with the costs of serving people 60 years of age or older in order to maintain optimal capacity for self care and continue to live in the community rather than placement in a long-term care facility.

SERVICE

Adult Day Care

DEFINITION

Adult Day Care is defined as personal care for dependent older adults in a supervised, protective, and congregate setting during some portion of a day.

SERVICE	NAPIS ID	UNDUPLICATED INDIVIDUALS TO BE SERVED	UNITS OF SERVICE TO BE PROVIDED	UNIT OF MEASURE
Adult Day Care	5	14	10,200	1 Hour

EXHIBIT D

PROGRAM COST EFFICIENCY

Complete a Program Cost Efficiency form for each contracted program. If more than one service location, include the total number of contracted program service units for all service locations.

Contract Effective: July 1, 2017 through June 30, 2018

Service Provider: City of Madera

Contract Number: 18-0143

Service: Adult Day Care

FMAAA Grant Funds \$33,368

Total Program Service Units 10,200

*Cost per Unit of Service \$3.27

**FMAAA Grant Funds divided by
Total Program Service Units*

Grant funds received from the
FMAAA and all other sources

Total Program Service Units 10,200

**Cost per Unit of Service

***Grant funds from all funding sources
divided by Total Program Service Units*

EXHIBIT E **PROGRAM NARRATIVE**

1. AGENCY'S HISTORY OF SERVICE TO OLDER ADULTS

City of Madera	1907
Organization Name	Year Established

Type of Organization (Check One)			
X	City Government		Non-Profit 501(c)(3)
	County Government		For-Profit
	Joint Powers Authority (JPA)		Other: _____

List programs/services your organization provides for older adults, and the number of years your organization has provided the program/service.	
Program/Service	# of Years
Congregate Nutrition	33
Transportation	18
Computer Classes	5
Recreational / Leisure Activities	33

2. SERVICE AREA

Where will the contracted program be provided?		
Street Address	City	Zip Code
Madera Adult Day Care Center 322 West 6 th Street	Madera	93637

EXHIBIT E
PROGRAM NARRATIVE

3. LANGUAGE TRANSLATION NEEDS & PROVISIONS

Enter an "X" in the boxes below to indicate who speaks the language listed to the left.			
	Program Participants	Program Staff	Program Volunteers
English	X	X	X
Spanish	X	X	X
Hmong			
Arabic			
Armenian			
Cantonese	X		X
Farsi (Persian)			
Filipino (Pilipino/Tagalog)			
Hindi			
Japanese			
Khmer (Cambodian)			
Khmu			
Korean			
Lao			
Mandarin (Putonghua)			
Mien (Yao)			
Mixteco			
Portuguese			
Punjabi			
Russian	X		
Thai			
Ukrainian			
Urdu			
Vietnamese			
Other: _____			

EXHIBIT E

PROGRAM NARRATIVE

What resources does your organization use, or have available to use, when interpretation is needed for a program participant?

The center has bi-lingual staff and volunteers if needed, additional City of Madera staff is available to assist. When needed, we will call the family for interpretation and assistance.

How does your organization provide the contracted service to individuals who speak a language that is not spoken by program staff or volunteers?

Through group activities the participant can watch others doing the activity and they can follow along and participate. Staff will work with families whose primary language is other than English/Spanish and ask for them to make 3x5 cards of everyday questions their moved one might ask to assist. We can also call family when needed to interpret.

4. CONFIDENTIALITY PROCEDURES

How does your organization protect the confidentiality of the program participant during verbal discussions? *(For example, asking the program participant for their date of birth, phone number, and any other information that identifies the individual and is needed to complete the client intake form)*

The information that is gathered for Fresno-Madera Area Agency on Aging (FMAAA) and Community Care Licensing is done privately in an office or at the client's home.

How does your organization protect confidential information obtained from program participants, such as client intake forms, from disclosure?

The required forms are prepared, and then placed in an individual client binder and then secured in a locked file cabinet.

EXHIBIT E
PROGRAM NARRATIVE

Contracted Program:	Adult Day Care
----------------------------	----------------

5. PROGRAM DESCRIPTION

Provide a brief description of how your organization provides the contracted program.

Monday through Friday group activities are done which stimulate the client's mind and body through therapeutic programs, i.e. socialization, music, exercise, trivia, reminiscing, crafts and games.
--

What was the primary accomplishment achieved by the contracted program in the past year?
--

Our target last year was to market the bi-lingual program and we have an increase in Spanish speaking only clients. Staff is doing an excellent job in helping our clients feel welcomed and has engaged everyone in group activities supporting the different languages. We are meeting the needs of our bi-lingual community and thus giving respite to families.

Please describe another accomplishment achieved by the contracted program in the past year.

We are excited to have a Cantonese client who loves participating and able to give respite to her family. We were fortunate to acquire a volunteer who speaks Cantonese for the one client and thus helping her to have a valuable experience in our programs.
--

6. CASE STUDY

Briefly describe how the contracted program successfully met the needs of a program participant in the past year. Do not use real names.
--

A daughter states:

I am truly appreciative of the Adult Day Care and my mom has benefited greatly from the program. I feel that it gives her the stimulation that she needs to stay healthy. The program allows me the rest I need, since I work graveyard and my mom seems happier. Thank you so much.
--

EXHIBIT E PROGRAM NARRATIVE

7. STAFFING

Please provide the names and titles of all staff listed in the Personnel section of the contract budget (Exhibit B).

Name	Title
Ozzie Naranjo	Community Programs Manager
Corinne Long-Folk	Community Programs Coordinator
Mark Etheridge	Business Manager
Marylin Hall-Zunino	Administrative Assistant
Adela Brown	Program Leader II
Monica Estrada	Program Leader II
Lilibeth Aguilar	Program Leader I
Carolyn Perez	Program Leader I
Marissa Esterbrook	Program Leader I

***Please provide the name and contact information for the person who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.**

Ozzie Naranjo	Community Programs Manager
---------------	----------------------------

Name

Title

(559) 661-5495	onaranjo@cityofmadera.com
----------------	--

Telephone Number

E-mail Address

→ ***Attach the following documents to the “Documents Required to Execute Contract” checklist:**

- The **job description** for this position;
- The **resume** for the person occupying this position.

EXHIBIT E
PROGRAM NARRATIVE

8. SERVICE PROVIDER TIME FRAME

What days and hours will the contracted program be available? *(Please note that these are not necessarily the same hours your organization/facility is open.)*

Location	Days Open	Start Time	Close Time
Madera Adult Day Care Center 322 West 6 th Street	M-T-W-Th-F	7:30 am	5:30 pm

Month	Enter Dates of Holidays & Other Planned Closures	Total Days Service to be Provided
July 2017	7/4/17	20
August 2017		23
September 2017	9/4/17	20
October 2017	10/9/17	19
November 2017	11/10/17, 11/23/17, 11/24/17	19
December 2017	12/25/17	20
January 2018	1/1/18, 1/15/18	21
February 2018	2/19/18	19
March 2018		22
April 2018		21
May 2018	5/28/18	22
June 2018		21
Total Days of Contracted Service to be Provided under this Agreement:		247

EXHIBIT E PROGRAM NARRATIVE

9. PROGRAM EVALUATION/IMPROVEMENT

In reviewing the past year's performance, identify areas that your organization could focus on for improvement of the contracted program.

1. Marketing the program through Facebook.
2. Presentations to local agencies and clubs as well as visit Madera Home Health.

How would participants of the contracted program benefit from these improvements?

1. Through marketing information and educational materials will assist in new senior participation.
2. Through speaking to groups our participant numbers could increase and thus provide a larger group of senior's to socialize and share their life experiences with. Families will have the availability of respite care and a support group.

Describe the specific steps your organization will take to make these improvements during the current fiscal year.

1. Quarterly release of information on our City of Madera Facebook page. Look into purchasing advertising space on Facebook.
2. Schedule speaking presentations with Madera Home Health, Rotary Clubs, Lions Clubs, Madera Hospital discharge nurses.

Describe how you will know if your improvement efforts are successful, and how you will measure your achievements.

1. Measurement can be taken through "likes" on Facebook as well as asking families how they heard of our program and document. Survey new families.
2. Increase in documented hours and clients.

EXHIBIT E
PROGRAM NARRATIVE

10. OUTREACH ACTIVITIES/TARGETING PLAN (22 CCR § 7310, WIC § 9103)

Targeted Group of Older Individuals	How will the Targeted Group be informed of the contracted program & encouraged to participate?	Month(s) Scheduled
Reside in rural areas	Information is listed in the activity guide and are disseminated at rural commodities/food distribution sites, posted on Facebook and Madera CAPMC	Monthly
Greatest economic need (Income level at or below the federal poverty line)	Activity guide is dispersed at food distributions, senior centers, business expo, two annual BBQ's and monthly support group.	Ongoing Sept '17 May '18 June '18
Greatest social need (Need caused by non-economic factors)	Activity guide is dispersed at food distributions, senior centers, business expo, two annual BBQ's and monthly support group. Information is given at speaking presentations to clubs & local agencies	Ongoing
Native Americans	The information is posted on Facebook, and the activity guide is online.	Ongoing
Minorities with greatest economic and/or social need	The activity guide is available at senior centers, monthly food distributions, posted on Facebook. Provided to health agencies, health fairs, school fairs, senior dances and senior BBQ's.	Ongoing
Limited English proficiency	The information is published in English & Spanish, is on Facebook. Senior center staff speak Spanish and can assist with information	Ongoing
Severe disabilities (Severe, chronic physical and/or mental impairment that is likely to continue indefinitely & results in substantial functional limitation in 3 or more major life activities)	The activity guide is provided to the agencies that serve disabilities: ARP, Star Center, Madera Home Health, Behavioral Health, Mental Health Services, Home Delivered Meals and SNAP.	Ongoing
Alzheimer's disease or related disorders with neurological & organic brain dysfunction (and the caregivers of these individuals)	The Adult Day Care brochure and activity guide is given to all potential and current participant families, support groups, senior centers, VCRC, Business Expo, Health Agencies, health fairs, MCH, Behavioral Health and local agencies	Ongoing
Lesbian, gay, bisexual, or transgender	The activity guide is available on our City website along with regular postings on Facebook.	Ongoing

EXHIBIT F

SERVICE PROVIDER EMERGENCY RESOURCE INFORMATION

Please complete for each location from which contracted services are offered.

Organization	City of Madera
Site Name	Madera Adult Day Care Center
Street Address	322 West 6 th Street
City/ST/Zip	Madera, CA 93637

Primary Contact	Ozzie Naranjo		
Job Title	Community Programs Manager	E-mail	Onaranjo@cityofmadera.com
Office Phone	559-661-5495	Cell Phone	

Secondary Contact:	Corinne Long-Folk		
Job Title	Community Programs Coordinator	E-mail	cfolk@cityofmadera.com
Office Phone	559-661-5489	Cell Phone	559-232-3380

Please check all emergency services that could be provided from this site:			
<input type="checkbox"/>	Emergency Power/Generator	<input type="checkbox"/>	CB Radio
X	Emergency First Aid	<input type="checkbox"/>	Ham Radio
<input type="checkbox"/>	Cooking Facilities	X	Internet Access
X	Distribution Site for Food & Water	X	Spanish Translation
<input type="checkbox"/>	Counseling Services	<input type="checkbox"/>	Sign Language Translation
<input type="checkbox"/>	Home/Neighborhood Cleanup	<input type="checkbox"/>	Other Translation:

	Yes	No
Can this site provide temporary shelter space for 48 hours or more in the event of an emergency?		X
Is this site able to help with assessing the needs of older individuals in the neighborhood or community following a disaster?	X	
Following a major disaster, can this site help transport older individuals to disaster services?		X
Does this site have a dedicated vehicle that is lift-equipped?		X
Given the resources, can this site expand meal services following a disaster to meet needs in the community?	X	

How many people can this facility provide emergency shelter for?	20
How many days can this facility function using its back-up power source?	0
How many gallons of water are stored on-site as an emergency supply?	0

Internal Revenue Service

Date: October 3, 2007

CITY OF MADERA
FINANCE DEPARTMENT
15 W 4TH ST
MADERA CA 93637-3527 050

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Mrs. Bonnie Lawson #17-57098
Customer Service Representative
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
94-6000365

Dear Sir or Madam:

This is in response to your request of October 3, 2007, regarding your organization's federal tax status.

Our records indicate that your organization may be a governmental instrumentality or a political subdivision of a state.

A provision of the Internal Revenue Code imposes a tax on the income of governmental units (such as states and their political subdivisions). Therefore, it has been the position of the Service that income of governmental units is not generally subject to federal income taxation. If, however, an entity is not itself a governmental unit but is an "integral part" thereof, its income will be subject to tax unless an exclusion or exemption applies.

An exclusion is provided by section 115(1) of the Code, which excludes from gross income:
"...income derived from ... the exercise of any essential governmental function and accruing to a State or any political subdivision thereof ..."

Your organization's income may not be subject to tax, either because the organization is a governmental unit or an "integral part" thereof, or because the income is excluded under section 115. In addition, your organization may also be eligible to receive charitable contributions, which are deductible for federal income, estate, and gift tax purposes. Also, your organization is probably exempt from many federal excise taxes.

Your organization may obtain a letter ruling on its status under section 115 by following the procedures provided in Rev. Proc. 2002-1 or its successor.

Your organization may also qualify for exemption from federal income tax as an organization described in section 501(c)(3) of the Code. If the organization is an entity separate from the state, county, or municipal government, and if it does not have powers or purposes inconsistent with exemption (such as the power to tax or exercise enforcement of regulatory powers), your organization would qualify under section 501(c)(3). To obtain exemption, complete Form 1023 and pay the required user fee.

14-6000365

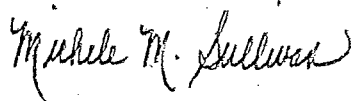
Sometimes governmental units are asked to provide proof of their status as part of a grant application. If your organization is applying for a grant from a private foundation, the foundation may be requesting certain information from your organization because of the restrictions imposed by the Code on such foundations. One such restriction imposes a tax on private foundations that make any "taxable expenditures." Under section 4945(d) and (h) of the Code, "taxable expenditures" include (1) any grant to an organization (unless excepted), unless the foundation exercises "expenditure responsibility" with respect to the grant; and (2) any expenditure for non-charitable purposes. Under section 4942 of the Code, private foundations must also distribute certain amounts for charitable purposes each year--"qualifying distributions"--or incur a tax on the undistributed amount. "Qualifying distributions" include certain amounts paid to accomplish charitable purposes.

Private foundation grants to governmental units for public or charitable purposes are not taxable expenditures under these provisions, regardless of whether the foundation exercises "expenditure responsibility." Under section 53.4945-5(a)(4)(ii) of the Foundation and Similar Excise Tax Regulations, expenditure responsibility is not required for grants for charitable purposes to governmental units (as defined in section 170(c)(1) of the Code). Similarly, grants to governmental units for public purposes are "qualifying distributions", under section 53.4942(a)-3(a) of the regulations; and, if they are for charitable purposes, will not be taxable expenditures, under section 53.4945-6(a) of the regulations. Most grants to governmental units will qualify as being for charitable (as well as public) purposes.

Because of these restrictions, some private foundations require grant applicants to submit a letter from the officer determining them to be exempt under section 501(c)(3) and classified as a non-private foundation. Such a letter, or an underlying requirement that a grantee be a public charity, is not legally required to be removed from the restrictions described above, when the prospective grantee is a governmental unit and the grant is for qualifying (public or charitable) purposes.

We believe this general information will be of assistance to your organization. This letter, however, is not a contract and may not be relied on as such. If you have any questions, please call us at the telephone number given in the heading of this letter.

Sincerely,



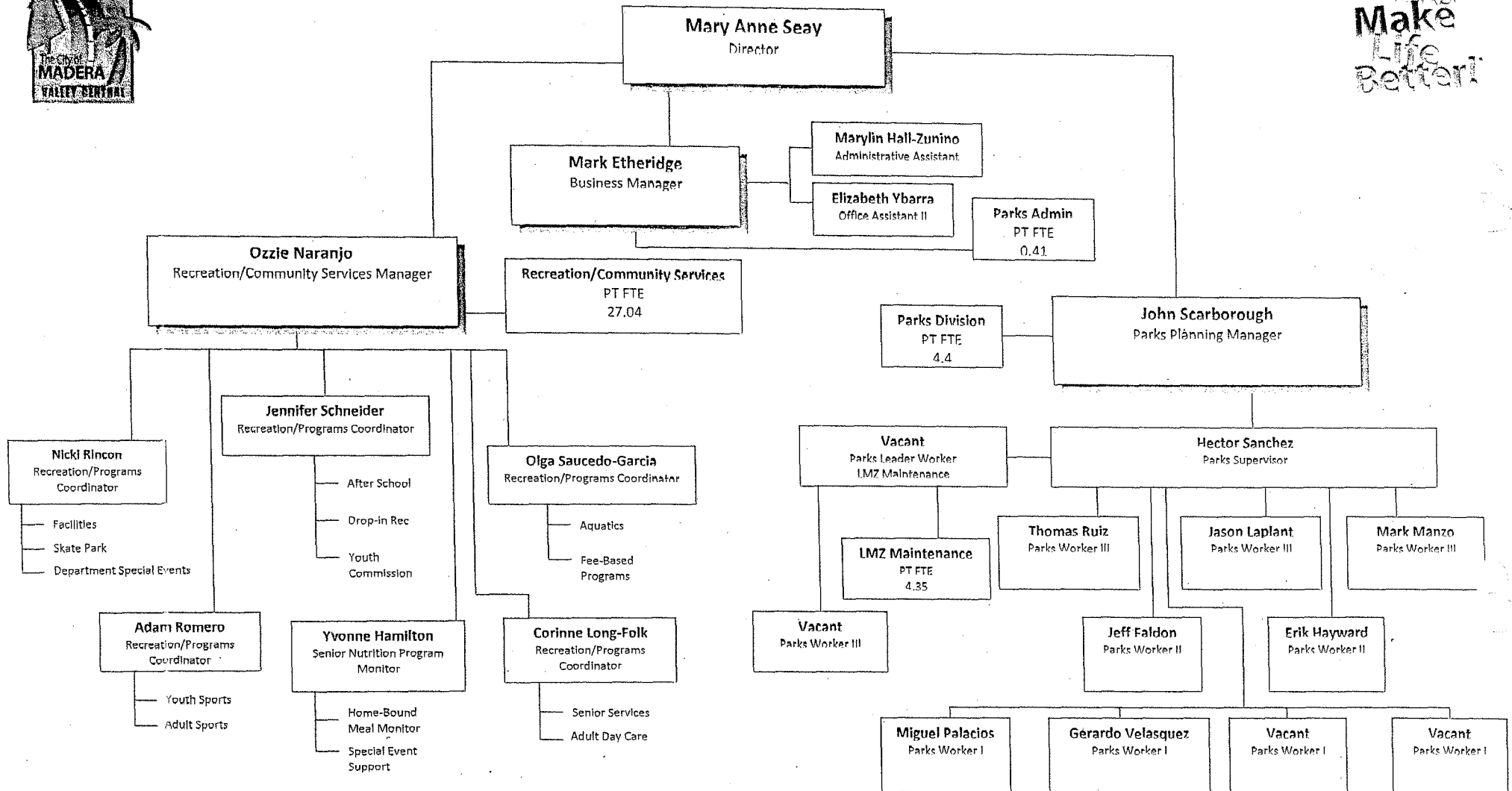
Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations 1



City of Madera

Parks & Community Services

Parks
Make
Life
Better!



CITY OF MADERA

RECREATION/COMMUNITY PROGRAMS MANAGER

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under direction, plans, manages, and oversees the activities of a variety of county-wide senior citizen's services, community recreational and leisure activities, and the operation and maintenance of program sites, including public use and rental of facilities. Identifies potential funding resources and administers grants; serves as a technical resource for assigned work personnel; provides responsible and complex staff support to the Director of Parks and Community Services. Performs other duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Recreation/Community Programs Manager** is a division manager within the Parks and Community Services Department exercising full responsibility for planning, organizing and directing the work activities of the recreation/community programs division. This classification is distinguished from the higher level classification of Director of Parks and Community Services in that the Director has overall responsibility for management of the Parks and Community Services Department.

SUPERVISION RECEIVED AND EXERCISED:

Receives direction from the Director of Parks and Community Services. Exercises direct and indirect supervision over assigned professional, technical, and clerical staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Oversees and/or participates in the development, implementation and maintenance of the division goals, objectives, policies and procedures; ensures that program goals are achieved.
- Plans, coordinates and reviews the work plan for recreation and community programs which may include program design, contract development and monitoring, and program site maintenance and repair; provides administrative and technical direction to lower level staff; ensures compliance with various reporting requirements.
- Coordinates in the selection and training of division personnel; assumes responsibility for motivating and evaluating assigned personnel; provides necessary training; initiates discipline procedures as is appropriate; recruits, hires and manages division staff; assigns work to division staff and office personnel; monitors work activities to ensure safe work practices, work quality and accuracy; ensures compliance to applicable rules, policies and

RECREATION/COMMUNITY PROGRAMS MANAGER

Page 2 of 3

procedures.

- Analyzes program services and evaluates changing and developing program needs; seeks out and applies for grants and donations for program funding; administers grants to ensure compliance with regulations. Prepares and administers annual budget for the division; monitors expenditures; coordinates division activities with agencies and non-profit services.
- Supervises and participates in the design, preparation and distribution of program publicity including press releases, brochures, pamphlets, flyers and printed schedules; represents the department on various community-wide and City committees.
- Prepares and provides complex reports, correspondence, staff reports, ordinances, and resolutions to the City Administrator, City Council, committees, City departments, outside agencies and the public; makes oral presentations and participates in organizational and community group meetings; responds to questions and inquiries, and investigates complaints
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer key board. Additionally, the position requires near and far vision in reading written reports and work related documents and acute hearing is required when providing phone and face-to-face service. In addition, incumbents may be required to lift equipment and materials weighing in excess of 25 pounds.

QUALIFICATIONS *(The following are minimal qualifications necessary for entry into the classification)*

Experience and Education: Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Recreation/Community Programs Manager**. A typical way of obtaining the required qualifications is to possess the equivalent of six (6) years of increasingly responsible supervisory experience in the delivery of human services, seniors' program, leisure time services, and/or recreation services, and the equivalent to a Bachelor's degree in Recreation, Business or Public Administration, or a related field.

License Required:

Possession of, or ability to obtain, a valid Class C California driver's license.

KNOWLEDGE, ABILITIES AND SKILLS:

(The following are a representative sample of the KAS's necessary to perform typical tasks of the position)

RECREATION/COMMUNITY PROGRAMS MANAGER

Page 3 of 3

Knowledge of:

Recreation, cultural and leisure needs of youth, teen, adult, and senior populations of the community; procedures for planning, implementing and maintaining a variety of recreation and leisure time activities and programs through community participation; laws, codes and regulations relating to the provision of senior services; standard program evaluation methods and report writing procedures; principles of grant writing and administration; principles and practices of program administration including budgeting marketing, purchasing and program needs forecasting; principles and techniques used in supervision, training and performance evaluation.

Ability to:

Plan, assign and supervise the work of staff involved in administering grant funded programs, including establishing budgets, selecting contractors, monitoring performance and authorizing payment; understand the organization and operation of the assigned duties, other city departments and outside agencies as necessary to assume assigned responsibilities; evaluate community services needs and recommend alternatives and reach sound conclusions; plan, organize, direct and evaluate the work of subordinate staff; coordinate multiple projects, programs and cooperative ventures; supervise and participate in the establishment of division goals, objectives and methods for evaluating achievement and performance levels; supervise, communicate clearly and concisely, both orally and in writing, including preparing/presenting various documentation and reports; and establish and maintain effective work relationships with City staff, elected/appointed officials, commissions, and the public.

Skill to:

Operate an office computer and a variety of word processing and software applications.

OSVALDO NARANJO

622 E. University - Fresno, California 93704
(559) 442-0409 or (559) 860-9506

EXPERIENCE

CITY OF FRESNO - Department of Parks, Afterschool, Recreation and Community Services

Community Recreation Supervisor I

November, 2008 to Present

I coordinated the administrative and management operations in the following program area: Fresno Building everyone's skills for tomorrow (BEST) programming. Duties included: program related report writing; program development; measurement and assessment of programs and services; recruiting, hiring, training, motivating and evaluating 20 - 35 employees; developing and maintaining community collaborations; preparing and tracking program budgets; leveraging allocated resources through partnerships and private support dollars; marketing Department programs and services; and building community support for Department efforts. (Bilingual- Spanish)

CITY OF FRESNO - Department of Parks, Afterschool, Recreation and Community Services

Community Recreation Supervisor II - Acting

September, 2007 to November, 2008

I coordinated the administrative and management operations in the following program areas: senior hot meals, senior recreation programs, science programming, life and environmental science programming and social service funding. Duties included: program related report writing; program development; measurement and assessment of programs and services; recruiting, hiring, training, motivating and evaluating 55 - 75 employees; developing and maintaining community collaborations.

CITY OF FRESNO - Department of Parks, Afterschool, Recreation and Community Services

Community Recreation Supervisor I

November, 2006 to September, 2007

I managed the daily operations in the following program areas: senior hot meals, senior recreation programs, and therapeutic recreation programs. Duties included: planning and implementing recreation and human development programs and services; supervising, hiring, evaluating, and training for 20 - 30 temporary recreation leaders, aides; program measurement; and assessing the community's recreation and leisure needs.

CITY OF FRESNO - Department of Parks, Afterschool, Recreation and Community Services

Community Recreation Supervisor I - Acting Duties

September, 2003 to November, 2006

I managed the daily operations in the following program areas: senior hot meals, senior recreation programs, and therapeutic recreation programs. Duties included: planning and implementing recreation and human development programs and services; supervising, hiring, evaluating, and training for 20 - 30 temporary recreation leaders, aides; program measurement; and assessing the community's recreation and leisure needs.

CITY OF FRESNO - Department of Parks, Afterschool, Recreation and Community Services

Services Aid

August, 1995 to September, 2003

I planned and implemented programs for the daily operations in the following program areas: afterschool recreation, therapeutic recreation programs, neighborhood park recreation programs and senior hot meal and recreation programs. Duties included: planning and implementing recreation and human development programs and services; assisted in the supervision, evaluating, and training of fellow staff; Maintained program attendance records and created program reports, program measurement; and assessing the community's recreation and leisure needs.

MALLORCA, SPAIN - REAL Club Deportivo Mallorca -

Professional Soccer Player

February, 1996 to August, 1996

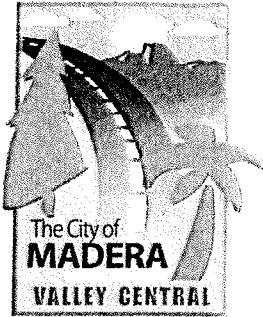
I trained daily to prepare for matches and interaction with community leaders and residents. Club hosted soccer camps for over 300 youth. I was responsible for leading instructive training sessions for up to 50 youth at a time. I was trained on how to deal with media and public relations. This experience really helped me understand cultural differences and gave me a better understanding of various cultures and has equipped me to be very respectful of cultural diversity as well as dealing with the public and media.

EDUCATION

COMMUNITY COLLEGE, FRESNO

Associate of Arts, Liberal Studies - 52 Units Completed

Clovis Unified School District, Clovis High
Diploma, High School



City of Madera

Notice of Council Reorganization

The City Council of the City of Madera, at its Regular Meeting held on Wednesday, December 7, 2016, reorganized as follows:

MAYOR

ANDREW J. MEDELLIN

(Mayor Term Ending December 2020)

MAYOR PRO TEM

CECE FOLEY GALLEGOS, District 1

(Mayor Pro Tem Term Ending December 2017)
(Council Member Term Ending December 2018)

COUNCIL MEMBER

JOSE RODRIGUEZ, District 2

(Council Member Term Ending December 2020)

COUNCIL MEMBER

DONALD E. HOLLEY, District 6

(Council Member Term Ending December 2020)

COUNCIL MEMBER

DEREK O. ROBINSON SR., District 4

(Council Member Term Ending December 2020)

COUNCIL MEMBER

WILLIAM OLIVER, District 3

(Council Member Term Ending December 2018)

COUNCIL MEMBER

CHARLES F. RIGBY, District 5

(Council Member Term Ending December 2018)

Regular meetings of the Madera City Council are held on the first and third Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall located at 205 West Fourth Street, Madera, California 93637.



Fiscal Year 2017-2018 Contract
between
City of Madera
and
Fresno-Madera Area Agency on Aging

Contract No. 18-0147
Site Management

DOCUMENTS REQUIRED TO EXECUTE CONTRACT

Please return two sets of all contract pages in the order provided by the Agency on Aging.

The following contract documents require signatures and entries on both sets of documents.

Enter **original signatures in ink** on **both** sets of documents; type entries on each form.

- ☐ **Page 2, Area Plan Grant Award Contract**
Two Signatures needed: 1) Individual named on Exhibit E, page 5, as having primary, hands-on involvement & oversight of day-to-day operations; & 2) individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix A, Resolution of Authorization to Contract**
Must contain signature of chair of service provider's governing board.
- ☐ **Appendix B, Certification**
Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix C, Contractor/Vendor Confidentiality Statement**
Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix K, Request for Taxpayer Identification Number and Certification (W-9)**
Part II, Certification, must contain signature of individual authorized by governing board to execute the contract (see Appendix A).

The following contract documents require typed entries on both sets of documents:

- ☐ **Appendix D, Method of Providing Audit Compliance**
- ☐ **Exhibit B, Budget**
- ☐ **Exhibit E, Program Narrative**
- ☐ **Exhibit F, Service Provider Emergency Resource Information**

Please attach two sets of the following to this page:

- ☐ **1. Certificate(s) of Insurance** *Please review Article XV of Agreement prior to arranging for certificates to ensure all contractual requirements for insurance certificates are met.*
- ☐ **2. Copy of IRS Determination Letter of Tax Exempt Status**
- ☐ **3. Organizational chart**, including names and position titles for contracted program
- ☐ **4. Job Description and Resume** of individual named on Exhibit E, page 5, who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program
- ☐ **5. List of Governing Board members**
- ☐ **6. List of Advisory Council or Advisory Committee members** (if applicable)
- ☐ **7. Current Program Newsletter and/or Flyer** used to promote the contracted program

Area Plan Grant Award

Table of Contents

Documents Required to Execute Contract.....	i
CONTRACT.....	1
AREA PLAN GRANT AWARD TERMS AND CONDITIONS DECLARATION.....	3
Article I. Definitions and Resolutions of Language Conflicts	3
Article II. Agreement	5
Article III. Term of Agreement	5
Article IV. Reasonableness of Compensation	6
Article V. Assurances	6
Article VI. Funds	23
Article VII. Budget and Budget Revision.....	26
Article VIII. Payment.....	30
Article IX. Subcontracts	31
Article X. Records and Reports	32
Article XI. Property	34
Article XII. Access	36
Article XIII. Monitoring and Evaluation.....	37
Article XIV. Audit Requirements.....	37
Article XV. Insurance	42
Article XVI. Donations.....	44
Article XVII. Termination	45
Article XVIII. Remedies and Appeal Process.....	48
Article XIX. Amendments, Revisions or Modifications	48
Article XX. Noticing	49

Area Plan Grant Award

Table of Contents (Continued)

APPENDICES

Resolution of Authorization to Contract	Appendix A
Certification	Appendix B
Contractor/Vendor Confidentiality Statement.....	Appendix C
Method of Providing Audit Compliance	Appendix D
Required Reports and Due Dates	Appendix E
Sanction Policy	Appendix F
Appeal Procedure for Service Providers	Appendix G
Fresno-Madera Area Agency on Aging Contact List for Service Providers	Appendix H
Fresno-Madera Area Agency on Aging Emergency Contact Information.....	Appendix I
Community Focal Points List	Appendix J
Request for Taxpayer Identification Number and Certification.....	Appendix K

EXHIBITS

Program Exhibit	Exhibit A
Budget	Exhibit B
Annual Summary of Activities	Exhibit C
Program Cost Efficiency	Exhibit D
Program Narrative	Exhibit E
Service Provider Emergency Resource Information	Exhibit F

CONTRACT BETWEEN
CITY OF MADERA
AS SERVICE PROVIDER
AND
FRESNO-MADERA AREA AGENCY ON AGING
(HEREINAFTER REFERRED TO AS AGENCY ON AGING)
3837 NORTH CLARK STREET
FRESNO, CA 93726

- A. Name and principal address of service contractor (hereinafter referred to as service provider):

City of Madera
701 East 5th Street
Madera, CA 93638

- B. The starting date of this Agreement shall not precede the date the Agreement is signed by both parties hereto. The term of this Agreement is from July 1, 2017 to June 30, 2018, subject, however, to earlier termination as provided herein.
- C. No expenditure or obligation for the funding allocation for the July 1, 2017 through September 30, 2017 period may be incurred after September 30, 2017. No expenditure or obligation for the funding allocation for the October 1, 2017 through June 30, 2018 period may be incurred after June 30, 2018.
- D. Maximum funds available for the following program, **contingent upon sufficient funds made available from the State of California to the Agency on Aging and/or by the U.S. Government or the Budget Acts of the appropriate fiscal years for the purposes of this program:**

Approved by Fresno-Madera Area Agency on Aging Governing Board on May 18, 2017			
Federal Grantor:	U.S. Department of Health and Human Services		
Pass Through Grantor:	Fresno-Madera Area Agency on Aging		
Older Americans Act Title:	Title III C1 Congregate Nutrition, Federal CFDA No. 93.045		
Service	Agency on Aging Contract No.	Funding Period	Grant Amount
Site Management (Two Sites)	18-0147	July 2017 - September 2017	\$7,000
		October 2017 - June 2018	\$21,000
Total Fiscal Year 2017-2018 Grant Award:			\$28,000

- E. This document together with any attached program exhibits, assurances, budgets, and narratives is a firm agreement to provide services for older Americans in Fresno and/or Madera counties (including cities contained therein) as specified in a manner consistent with the intent of, and regulations applicable to, service programs under Title III/VII of the Older Americans Act as amended.
- F. The provisions of the Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX) attached thereto, plus all enclosures listed, herein, constitute a part of this contract.

FOR SERVICE PROVIDER:

Signature of individual named on Exhibit E, page 5, as having primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.

Date

Mary Anne Seay

Director, Parks and
Community Services
Department

Type Name

Title

Signature of Authorized Contracting Official
(Refer to Appendix A)

Date

Andrew J. Medellin

Mayor

Type Name

Title

94-6000365

Contractor Federal Employer I.D. Number

FOR FRESNO-MADERA AREA AGENCY ON AGING:

Signature

Date

Paul B. Bustamante, CPA

Director of Finance

Type Name

Title

**ADDENDUM TO
CONTRACT NO. 18-0147
BETWEEN
CITY OF MADERA
AS SERVICE PROVIDER
AND
FRESNO-MADERA AREA AGENCY ON AGING
(HEREINAFTER REFERRED TO AS AGENCY ON AGING)
3837 NORTH CLARK STREET
FRESNO, CA 93726**

The following provisions of the Area Plan Grant Terms and Conditions Declaration (Articles I through XX) attached thereto, are modified as follows:

Article XV, Insurance, Section J (pages 43-44):

Now, therefore, the Fresno-Madera Area Agency on Aging and the City of Madera agree to the following:

The Fresno-Madera Area Agency on Aging shall indemnify and save harmless the City of Madera, its officers, agents, employees, and servants from all claims, suits or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of the Fresno-Madera Area on Aging, its officers, agents, employees and/or servants in connection with this Agreement.

The City of Madera shall indemnify and save harmless the Fresno-Madera Area Agency on Aging, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of the City of Madera, its officers, agents, employees, and/or servants in connection with this Agreement.

FRESNO-MADERA AREA AGENCY ON AGING AREA PLAN GRANT AWARD TERMS AND CONDITIONS DECLARATION

Activities under this award shall be carried out in accordance with Title III and Title VII of the Older Americans Act of 1965, as amended (United States Code Title 42, Section 3001); the program regulations and policy directives relating thereto; federal and State laws; and the California Welfare and Institutions Code, Sections 9000-9023, all of which are, or may be, operative during the term of this sub-grant award. This Agreement incorporates the terms and conditions which support an award of Area Plan Funds.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

- A. "Agency on Aging" and "FMAAA" means the Fresno-Madera Area Agency on Aging interchangeably.
- B. "Agreement" or "Contract" shall mean the Fresno-Madera Area Agency on Aging Area Plan Agreement; Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX); Appendices; Program Exhibits; Budget Display; Attachments; Amendments; and any other documents incorporated by reference, unless otherwise provided in this Article.
- C. "Contractor" or "Service Provider" means the legal entity awarded funds under this Agreement and which is accountable to the Agency on Aging, the State, and/or federal government for use of these funds and which is responsible for executing the provisions for services provided under this Agreement.
- D. "CCR" means California Code of Regulations.
- E. "CFR" means Code of Federal Regulations.
- F. "In-Kind Contributions" means the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.).
- G. "Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.
- H. "OAA" means Older Americans Act.
- I. "OMB" means the federal Office of Management and Budget.
- J. "Program Income" means revenue generated by an Area Agency on Aging or Contractor from contract-supported activities. Program Income is:

1. Voluntary contributions received from a participant or responsible party for services received.
 2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 3. Royalties received on patents and copyrights from contract-supported activities.
 4. Proceeds from the sale of items fabricated under a contract Agreement.
- K. "PSA 14" means the State Planning and Service Area comprised of Fresno and Madera Counties.
- L. "Reimbursable item" also means "allowable cost" and "compensable item."
- M. "State" and "Department" means the State of California and the California Department of Aging (CDA) interchangeably.
- N. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor Agreements that provide for the provision of goods or services to the Contractor during the Contractor's performance of this Agreement.
- O. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.
- P. "USC" means United States Code.
- Q. As used throughout this Agreement, the term "shall" is mandatory; the term "may" is permissive.
- R. The terms and conditions of this grant award and other requirements have the following order of precedence if there is any conflict in what they require:
1. The Older Americans Act of 1965 and Amendments of 2016 (OAA as amended).
 2. Other applicable federal statutes and their implementing regulations.
 3. Older Californians Act.

4. Title 22 CCR §7000 et. seq.
5. Contract Agreement, including Area Plan Grant Award Terms and Conditions Declaration, all Appendices, all Exhibits, and any amendments thereto.
6. Any other documents incorporated herein by reference, including, if applicable, the federal Health and Human Services (HHS) terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>
7. Program memos and other guidance issued by the California Department of Aging.

ARTICLE II. AGREEMENT

- A. All elements of this Agreement, as defined in Article I, Section B, and as approved by the Agency on Aging in making this award, are hereby incorporated by reference, as if fully set forth herein.
- B. Time is of the essence in this Agreement. All contracts must be signed and returned to the Fresno-Madera Area Agency on Aging within forty-five (45) days of the date on the contract cover letter. If the signed contract is not returned by the designated date and there has been no approval granted, then the funds may be reallocated by the Fresno-Madera Area Agency on Aging Governing Board. The Agency on Aging will send a Notice of Termination of Negotiations to the non-responsive Service Provider on the 46th day from the date of the contract cover letter by certified mail. A copy of the Fresno-Madera Area Agency on Aging Appeal Procedure will be sent with the letter.
- C. A copy of this Agreement is on file and available for inspection at the Fresno-Madera Agency on Aging, 3837 North Clark Street, Fresno, CA 93726.

ARTICLE III. TERM OF AGREEMENT

- A. This Agreement is of no force or effect until signed by both parties hereto and approved by the Agency on Aging. The Contractor may not commence performance until such approval has been obtained, or until a signed Letter of Authority has been provided by the Agency on Aging.
- B. The term of this Agreement is from July 1, 2017, through June 30, 2018, at which time the Agreement expires, subject however, to earlier

termination or cancellation as herein provided. Contract awards are limited to a one-year period; however, at the discretion of the Agency on Aging, contracts may be renegotiated up to a maximum of three additional one-year periods subject to annual renegotiation and availability of federal, State, and local funding.

- C. Should the Contractor or subcontractor begin work in advance of receiving notice that the Agreement is approved, and before obtaining a signed Letter of Authority from the Agency on Aging, that work may be considered as having been performed at-risk as a mere volunteer and may not be reimbursed or compensated.

ARTICLE IV. REASONABLENESS OF COMPENSATION

Compensation for work or services performed under this Agreement shall be reasonable and based on an analysis of job requirements and comparability with similar work or services in the local labor market.

ARTICLE V. ASSURANCES

A. Agreement Authorization

1. If a public entity, the Contractor shall submit to the Agency on Aging a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private entity, the Contractor shall submit to the Agency on Aging an authorization by the Governing Board of the Contractor to execute this Agreement, referencing this Agreement number. These documents, including minute orders, must also identify the action taken.
2. Documentation in the form of a resolution, order, or motion by the Governing Board of the Contractor is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the designee to execute the original and all subsequent amendments to this Agreement.

B. Administration

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

- a. Any grant awards to for-profit entities are subject to review and approval by the California Department of Aging prior to issuance of a contract by the Agency on Aging to the Contractor. [22 CCR §7362]
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
3. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with the Agency on Aging until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.
4. This Agreement is not assignable by the Contractor, either in whole or in part, without the written consent of the Agency on Aging in the form of a formal written amendment.
5. The Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State or the Agency on Aging.
6. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect and shall not be affected.

C. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred or suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. [45 CFR §92.35]
 - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local)

transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in Section B.1 of this Article.
 - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
- 2. The Contractor shall report immediately to the Agency on Aging, in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Agency on Aging.
 - 3. The Contractor agrees to timely execute any and all amendments to this Agreement or certificates, other required documentation relating to the Subcontractor's debarment/suspension status.
 - 4. The Contractor shall notify the Agency on Aging immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

D. Law, Policy and Procedure, Licenses, and Certificates

- 1. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- 2. The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

E. Provision of Services, Staffing, and Standards of Work

1. The Contractor shall ensure the provision of services under this Agreement, as specified by the attached exhibits, which are hereby incorporated by reference. Inadequate performance or failure to make progress so as to endanger performance of this Agreement may result in imposition of sanctions as described in Appendix F, *Sanction Policy*, or termination of the Agreement as described in Article XVII, *Termination*.
2. The Contractor shall make every effort to meet the goals and objectives stipulated in this Agreement. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, the Agency on Aging. A service unit reduction that impacts the Agency's ability to provide service levels defined in its Area Plan or Area Plan Update service unit objectives requires:
 - a. Written approval from the California Department of Aging to the Agency on Aging if such reduction is greater than 10 (ten) percent.
 - b. An Amendment to the Agency on Aging's Area Plan if such reduction is greater than 20 (twenty) percent, including a public hearing; approval by the Agency's Governing Board and Advisory Council chairpersons and the Agency's Executive Director; and approval by the California Department of Aging. [22 CCR §7306(a)]
3. The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.
4. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
5. The Contractor shall make staff available to the Agency on Aging for training and meetings, which the Agency on Aging may find necessary from time to time.

F. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

G. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (Appendix B), which are hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs, and Activities (Title VI of the Civil Rights Act of 1964)

Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 USC §2000d; 45 CFR §80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs, and Activities

Contractor shall, unless exempted, ensure compliance with the requirements of California Government Code §11135 et seq., and 2 CCR §11140 et seq., which prohibit recipients of State financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR §98323]

3. California Civil Rights Laws

The Contractor shall ensure compliance with the requirements of California Public Contract Code §2010. The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (California Civil Code §51) and the Fair Employment and Housing Act (California Government Code §12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC §12101 et seq.]

5. During the performance of this Agreement, the Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital

status, and denial of family care leave. The Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (2 CCR §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

6. Adhere to 48 CFR 3.908, implementing Section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Public Law 112-239 enacted January 2, 2013), applies to this Agreement.
7. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. (1 USC 7 §3 of the Defense of Marriage Act)

8. The Contractor shall not require proof of age or citizenship as a condition of receiving services.
9. Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.
10. The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

H. Information Integrity and Security

1. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect Agency on Aging information assets including those assets used to store or access Personal Health Information (PHI), Personal Information (PI), and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, §5300-5365.3; California Government Code §11109.9; Department of General Services Management Memo 06-12; Department of Finance Budget Letter 06-34; CDA Program Memorandum 07-18, Protection of Information Assets; and the Statewide Health Information Policy Manual.

Information assets include, but are not limited to:

- a. Information collected and/or accessed in the administration of Agency on Aging programs and services.
- b. Information Assets may be in hard copy or electronic format and may include, but are not limited to:
 - 1) Reports;
 - 2) Notes;
 - 3) Forms;
 - 4) Computers, laptops, cellphones, printers, scanners;
 - 5) Networks (LAN, WAN, WIFI), servers, switches, routers;

6) Storage media, hard drives, flash drives, cloud storage;

7) Data, applications, databases.

2. Encryption of Portable Computing Devices

The Contractor and its Subcontractors/Vendors are required to encrypt (or use an equally effective measure) data collected under this Agreement that is confidential, sensitive, and/or personal information, including data stored on all computing devices (including, but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

3. Disclosure

- a. The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive, and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State and Agency on Aging policies. The requirement to protect information shall remain in force until superseded by laws, regulations, and State and Agency on Aging policies.
- b. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, confidential, sensitive, and/or personal identifying information, such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
- c. "Personal Identifying Information" shall include, but not be limited to: Name; identifying number; social security number; State driver's license or State identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
- d. The Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive, and/or personal identifying information above for any purpose other than carrying out

the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.

- e. The Contractor, and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized by law or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than the Agency on Aging without prior written authorization from the Agency on Aging. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
- f. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

4. Information Security Awareness Training

- a. The Contractor's employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive, and/or personal identifying information must complete the required Information Security Awareness Training module available on the CDA Web site under Providers and Partners, Information Security Awareness Training, at the following URL:

<http://www.aging.ca.gov/ProgramsProviders/>

If Internet access is not available, a hard copy of the training module is available from the Agency on Aging upon request.

- b. Information Security Awareness Training must be completed within thirty (30) days of the start date of the Contract/Agreement; within thirty (30) days of the start date of any new employee, Subcontractor, Vendor, or volunteer's employment; and annually thereafter.

- c. The Contractor must maintain certificates of completion on file and provide them to the Agency on Aging and the California Department of Aging upon request.

5. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA) and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

6. Contractor/Vendor Confidentiality Statement

The Contractor shall sign and return to the Agency on Aging the *Contractor/Vendor Confidentiality Statement* (Appendix C of this agreement), which is hereby incorporated by reference, and shall comply with all statutes and laws contained in the statement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA and Agency on Aging information assets from unauthorized access and disclosure.

7. Security Incident Reporting

A security incident occurs when CDA and/or Agency on Aging information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor and its Subcontractors/Vendors must report all security incidents to the Agency on Aging immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer, via the Agency on Aging, within five (5) business days of the date the incident was detected. The Security Incident Report form (CDA 1025) is available on the CDA Web site at the following URL:

<https://www.aging.ca.gov/ProgramsProviders/>

8. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors, to anyone whose confidential, sensitive, and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

9. Software Maintenance

The Contractor shall apply security patches and upgrades and keep anti-virus software up-to-date on all systems on which State and/or Agency on Aging data may be used.

10. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of automated files and databases, and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files, and backup files are encrypted.

11. Provisions of Information Integrity and Security

The provisions contained in Article V, Section H, *Information Integrity and Security*, shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

I. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section J of this Article.
2. The Contractor may request permission to copyright material by writing to the Executive Director of the Agency on Aging. The Executive Director shall forward such request to the State and shall relay the State's response to the Contractor within sixty (60) days from the date of receipt of the State's decision.
3. If the material is copyrighted with the consent of the State, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.
4. The Contractor certifies that it has appropriate systems and controls in place to ensure that funds provided under this Agreement will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

J. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in Section J.2 of this Article, produced or resulting from activities supported by this Agreement without the express written consent of the Executive Director of the Agency on Aging. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within thirty (30) days after the written request is received by the Agency on Aging. The Agency on Aging may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information that is not client-specific.
2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.
3. Subject only to the provisions of Article V, Section H, *Information Integrity and Security*, and Article V, Section I, *Copyrights*, of this Agreement, the State and the Agency on Aging may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.
4. Materials published or transferred by the Contractor and financed with funds under this Agreement shall: (a) state "The materials or product were a result of a project funded by an Agreement with the Fresno-Madera Area Agency on Aging and the California Department of Aging;" (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include the following statement: "The conclusions and opinions expressed may not be those of the Agency on Aging and/or the California Department of Aging and this publication may not be based upon or inclusive of all raw data."
5. The Contractor agrees to acknowledge the receipt of all funding support from the Agency on Aging in news releases (radio,

television, and newspaper); printed materials such as brochures, pamphlets, newsletters; the Contractor's Web site; and any other printed documents. Such acknowledgement shall make accurate reference to the service for which funding is provided, in whole or in part, by the Agency on Aging.

6. The Contractor shall forward a copy of all products and material developed in whole or in part with Agreement funds to the Agency on Aging for file.

K. Certifications

The Contractor shall comply with all statutes and laws contained in the Contractor Certification Clauses (Appendix B), which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Contracts in Excess of \$100,000

If funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

- a. Clean Air Act, as amended. [42 USC §7401]
- b. Federal Water Pollution Control Act, as amended. [33 USC §1251 et seq.]
- c. Environmental Protection Agency Regulations. [40 CFR §29] [Executive Order 11738]
- d. State Contract Act. [California Public Contract Code §10295 et seq.]
- e. Unruh Civil Rights Act [California Public Contract Code §2010]

L. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal Agreement, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

M. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the Agency on Aging determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the Agency on Aging, and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified

applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

N. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, the Agency on Aging shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

O. Facility Construction or Repair

1. This section applies only to Title III funds and not to other funds allocated to other Titles under the Older Americans Act.
 - a. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - i) Copeland "Anti-Kickback" Act [18 USC §874, 40 USC §3145] [29 CFR §3];
 - ii) Davis-Bacon Act [40 USC §3141 et seq.] [29 CFR §5];
 - iii) Contract Work Hours and Safety Standards Act [40 USC §327-333] [29 CFR §5, 6, 7, 8]; and
 - iv) Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations [41 CFR §60].
 - b. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately owned property which would enhance the owner's value of such property except where permitted by law and by the Agency on Aging.

- c. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from the Agency on Aging before making any fund or budget transfers between construction and non-construction.
- P. If this Agreement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code §11200 in accordance with California Public Contract Code 10353.
- Q. Grievance Process
 - 1. The Contractor must establish a written grievance process for reviewing and attempting to resolve complaints of older individuals receiving services funded by this Agreement. At a minimum, the process shall include all of the following:
 - a. Time frames within which a complaint will be acted upon.
 - b. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the Fresno-Madera Area Agency on Aging if dissatisfied with the results of the Contractor's review.
 - c. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.
 - 2. The Contractor shall notify older individuals of the grievance process available to them by:
 - a. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals.
 - b. Advising homebound older individuals of the process either orally or in writing upon the Contractor's contact with the individuals.
 - 3. Complaints may involve, but not be limited to, any or all of the following:

- a. Amount or duration of a service.
 - b. Denial or discontinuance of a service.
 - c. Dissatisfaction with the service being provided or with the service provider. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.
 - d. Failure of the service provider to comply with any of the requirements set forth in CDA regulations or in this Agreement.
4. Nothing in this Article shall be construed as prohibiting older individuals from seeking other available remedies, such as presenting their complaints at an open meeting of the Contractor's governing board.

R. Disaster Plan

1. The Contractor shall prepare and maintain a disaster plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods, and make such plan available to the Agency on Aging upon request.
2. The Contractor shall provide annual disaster response training and a current list of community resources for all employees and volunteers, and maintain documentation of such training.
3. The Contractor shall designate a primary and a secondary emergency contact. Following an emergency or disaster, the Contractor's designated contact shall update the Agency on Aging with the Contractor's operational status.
4. The Contractor shall complete Exhibit F, *Service Provider Emergency Resource Information*, included with this agreement, and advise the Agency on Aging whenever a change to this information occurs.

S. Community Focal Points

The Vendor acknowledges that the Agency on Aging has designated locations as Community Focal Points, as required by Title 22 CCR

Article 3 §7302(a)(14), 45 CFR §1321.53(c), and OAA 2006 §306(a), which are attached as Appendix J, *Community Focal Points List*.

ARTICLE VI. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, and services as set forth in 45 CFR §92.36.
3. The Contractor and its Subcontractor/Vendors shall comply with California Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

4. Travel Reimbursement

- a. Any reimbursement by Contractor from funds provided under this Agreement for authorized travel and per diem shall be at rates not to exceed those paid by the State in accordance with the California Department of Human Resources (CalHR) rules and regulations.

In State:

- Mileage:
<http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- Per Diem (meals and incidentals):
<http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
- Lodging:
<http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

Out of State:

- <http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx>

- b. This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than

those provided by this Agreement, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Agency on Aging and the State. [2 CCR §599.615 et seq.]

5. The Agency on Aging reserves the right to refuse payment to the Contractor or later disallow costs for any expenditure, as determined by the Agency on Aging not to be in compliance with this Agreement, unrelated or inappropriate to Agreement activities, or when inadequate supporting documentation is presented, or where prior approval was required but was not requested or not granted.

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR §200] [45 CFR §75]
2. The Contractor shall ensure that funding for services as outlined herein are managed and prorated monthly to ensure that adequate Older Americans Act funding is available to provide services through the ending date of this Agreement.
3. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding Title III E) and Title VII services.

4. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR §200.302 and 45 CFR §75.302:

- a. Financial Reporting.
- b. Accounting Records.
- c. Complete Disclosure.

- d. Source Documentation.
- e. Internal Control.
- f. Budgetary Control.
- g. Cash Management (written procedures).
- h. Allowable Costs (written procedures).

C. Unexpended Funds

- 1. No later than March 31 of the Agreement year, the Contractor shall report to the Agency on Aging if any Older Americans Act funds will remain unexpended at the ending date of this Agreement.
- 2. The Agency on Aging shall request and receive from the Contractor release of Older Americans Act funds for an amount mutually agreed upon by both parties, not to exceed the estimated amount of unexpended funds. The Agency on Aging shall be reasonable in its request for funds and the Contractor shall not unreasonably withhold permission for release of funds.
- 3. The Agency on Aging retains all rights to reallocate released funds into other programs, projects, or activities.
- 4. Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the Agency on Aging immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

- 1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- 2. This Agreement is valid and enforceable only if sufficient funds are made available to the State, and subsequently to the Agency on Aging, by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of the contracted program(s). In addition, this Agreement is subject to any

additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Agreement and approval of an itemized budget. No legal liability on the part of the State or the Agency on Aging for any payment may arise under this Contract until funds are made available; the itemized budget is approved by the State; and the Contractor has received an executed Agreement.
4. If funding for any State or Agency on Aging fiscal year is reduced or deleted by the State, Legislature, or Congress for the purposes of this program, the Agency on Aging shall have the option to either:
 - a. Terminate the Agreement pursuant to Section A.1 of Article XVII, *Termination*, of this Agreement; or
 - b. Offer a contract amendment to the Contractor to reflect the reduced funding for this Agreement.
5. The Agency on Aging reserves the right to increase and/or decrease funds available under this Agreement to reflect any restrictions, limitations, or conditions.

ARTICLE VII. BUDGET AND BUDGET REVISION

- A. The Contractor shall be reimbursed for expenses only as itemized in the approved budget with the exception of line item budget transfers as noted in Section E of this Article and shall not be entitled to reimbursement for these expenses until this Agreement is approved and executed by the Agency on Aging. The approved Contractor's budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The final date to submit a budget revision to the Agency on Aging for this Agreement is March 15, 2018.
- C. Indirect Costs
 1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment unless there is

an accepted negotiated rate accepted by all Federal awarding agencies [2 CFR 200.414(c)(1),(f)] [45 CFR 75.414(c)(1),(f)].

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind and used to meet the minimum matching requirements (Title III and Title VII only).
4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR §75.414(a)]

D. Program Specific Funds

1. Program Income
 - a. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
 - b. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in Section D.1.d of this Article).
 - c. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in Section D.1.d of this Article) and may reduce the total amount of contract funds payable to the Contractor.
 - d. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan

Budget, the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.

- e. If Program Income is deferred for use, it must be used by the last day of the federal fiscal year and reported when used.
- f. Program Income may not be used to meet the matching requirements of this Agreement.
- g. Program Income must be used to expand baseline services.
- h. If as a result of advanced funds, the project earns interest on funds awarded by the Agency on Aging, that interest shall be identified as income to the program and used for program expenditures, with full documentation on file for all programs.

2. One-Time-Only (OTO) Funds

- a. OTO Funds, if any, are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.
- b. Titles III and VII federal program OTO funds shall only be used for the following purposes:
 - 1) The purchase of equipment that enhances the delivery of services to the eligible service population.
 - 2) Home and community-based projects that are approved in advance by the California Department of Aging, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - 3) Innovative pilot projects that are approved in advance by the California Department of Aging, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR §1321.53(a)(b).
 - 4) OTO funds can be used to maintain or increase baseline services; however, the Contractor shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the

current Contract period. Expenditures for baseline services do not require advance approval from the California Department of Aging.

- c. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

E. Line Item Budget Transfers

The Contractor may transfer Agreement funds between line items under the following terms and conditions:

1. The Contractor shall obtain prior approval from the Agency on Aging for any line item transfer of funds that exceeds ten percent (10%) of the total budget for each funding source, and submit a revised budget to the Agency on Aging.
2. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount, and purpose of the transfer. This record shall be available to the Agency on Aging upon request and shall be maintained in the same manner as all other financial records.

F. Matching Contributions

1. "Matching Contributions" is defined in Article I, Section H.
 - a. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
 - b. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor.
 - c. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget cost principles.
2. Minimum matching contributions for Older Americans Act funded grants awarded by the Fresno-Madera Area Agency on Aging are determined as follows:
 - a. Title III B Supportive Services (not including Ombudsman), Title III C1 Congregate Nutrition, and Title III C2 Home-Delivered Nutrition: Ten percent (10%) of the sum of the grant award, plus the minimum matching contributions. This is computed by dividing the grant amount by nine (9).

- b. Title III E Family Caregiver Support Program:
Approximately ninety percent (90%) of the sum of the grant award.
- 3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
- 4. Matching contributions generated in excess of the minimum required are considered overmatch.

ARTICLE VIII. PAYMENT

- A. The Contractor shall prepare and submit a monthly expenditure report, as indicated in Appendix E, *Required Reports and Due Dates*, by the 15th of each month to the Agency on Aging, unless otherwise specified by the Agency on Aging.
- B. The Agency on Aging shall review the Contractor's report to ensure compliance with the approved Agreement budget.
- C. Depending upon funding availability, the Agency on Aging shall make monthly reimbursement payments to the Contractor as specified in Appendix E, *Required Reports and Due Dates*, of this Agreement. The Agency on Aging shall pay the Contractor a total not to exceed the amount shown on page one (1) of this Agreement.
- D. The Agency on Aging may withhold payment if the Agency on Aging determines that the Agreement with the Contractor is at-risk, as described in Appendix F, *Sanction Policy*.
- E. The Agency on Aging shall be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. Payments made after a decision to withhold funds or terminate the Agreement will be governed by Article XVII, *Termination*.
- F. The Agency on Aging may require financial reports more frequently than indicated in Section A of this Article or more detail (or both), upon written notice to the Contractor, until such time as the Agency on Aging determines that the financial management standards are met.
- G. Closeout
 - 1. The *Financial Closeout Report* for this Agreement shall be submitted to the Agency on Aging by July 15, 2018. If Agreement is terminated or cancelled prior to June 30, 2018, the *Financial*

Closeout Report shall be submitted to the Agency on Aging within fifteen (15) days of termination or cancellation of the Agreement.

2. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match.

ARTICLE IX. SUBCONTRACTS

- A. The Contractor must obtain approval from the Agency on Aging prior to awarding any subcontracts for services contracted in this Agreement.
- B. The Contractor shall not obligate funds for this Agreement in any subcontracts for service beyond the ending date of this Agreement.
- C. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State of California or the Agency on Aging.
- D. The Contractor shall maintain on file copies of subcontracts, memorandums, and/or Letters of Understanding which shall be made available for review at the request of the Agency on Aging.
- E. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XV, *Insurance*, of this Agreement.
- F. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Agency on Aging, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor(s) in the performance of this Agreement.
- G. The Contractor shall ensure that the subcontractor will complete all reporting and expenditure documents requested by the Agency on Aging. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the Agency on Aging.
- H. The Contractor shall require all subcontractors to maintain adequate staff to meet the subcontractor's agreement with the Contractor. This staff shall be available to the California Department of Aging and the

Agency on Aging for training and meetings, which the California Department of Aging or the Agency on Aging may find necessary from time to time.

- I. If a private non-profit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

ARTICLE X. RECORDS AND REPORTS

A. Records

1. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the *Financial Closeout Report* to the audited financial statements, and a summary worksheet identifying the results of performing audit resolution of its subcontractors in accordance with Article XIV, *Audit Requirements*, of this Agreement. This includes the following: Letters of agreement, insurance documentation, Memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to the Agency on Aging. All records pertaining this Agreement must be made available for inspection and audit by the Agency on Aging or its duly authorized agents, at any time during normal business hours.
2. All such records, including confidential records, must be maintained and made available by the Contractor as follows:
 - a. Until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Agency on Aging or the California Department of Aging's Audit Branch;
 - b. For such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections 3 and 4 of this Article; and
 - c. For such longer period as the Agency on Aging or the State deems necessary.
3. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as in Sections A.2.a through A.2.c of this Article. The Contractor shall ensure that any resource directories and all client records remain the property of the

Agency on Aging upon termination of this Agreement, and are returned to the Agency on Aging or transferred to another Contractor as instructed by the Agency on Aging.

4. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, such records shall be maintained and kept available until every action has been cleared to the satisfaction of the Agency on Aging and the State and so stated in writing to the Contractor.
5. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the Agency on Aging under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR §200.302 and 45 CFR §75.302, the expenditures will be questioned in the audit and may be disallowed by the Agency on Aging or the State during the audit resolution process.
6. After the authorized period has expired, confidential records shall be destroyed by shredding and disposed of in a manner that will maintain confidentiality.

B. Reports

1. The Contractor shall prepare and submit fiscal and performance reports as designated in Appendix E, *Required Reports and Due Dates*. Reports shall be submitted on forms in a format approved by the Agency on Aging.
2. The Contractor shall assure that all fiscal and program data submitted to the Agency on Aging are timely, complete, accurate, and verifiable.
3. If supporting documentation is required as stated in Article XIV, *Audit Requirements*, all such documentation must accompany the monthly expenditure report.
4. All Program Income received by the Contractor shall be included on the monthly expenditure report, and expenditures supported by Program Income shall be stated in the appropriate column. Program Income shall be tracked on a "first in-first out" method. Unspent Program Income shall not exceed the equivalent of thirty (30) days average Program Income.

5. The Contractor shall cross-train staff on program data collection and reporting requirements in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

ARTICLE XI. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property meeting all of the following criteria is subject to the reporting requirements:
 1. Has a normal useful life of at least one (1) year.
 2. Has a unit acquisition cost of at least \$500 including any appropriate sales tax, shipping, and installation costs, etc. (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit).
 3. Is used to conduct business under this Agreement.
- C. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- D. The Contractor shall report property acquired with funds provided under this Agreement to the Agency on Aging:
 1. Title III B, Title III C, and Title VII (b): On the Monthly Report of Expenditures and Donations Revenue for the month in which the property was acquired.
 2. Title III E: On the Title III E Monthly Report of Expenditures (for the Family Caregiver Support Program) for the month in which the property was acquired.
 3. Long-Term Care Ombudsman Program: On the Budget Summary/Monthly Expenditure Report and Request for Funds,

Special Deposit Fund (SDF) & Skilled Nursing Facility Quality & Accountability Fund (SNFQAF) (CDA-OMB-300) for the month in which the property was acquired.

- E. The Contractor shall attach receipts for the property and a list of the following information for each item of property acquired: Date acquired; complete description; model number; serial number (if applicable); cost or other basis of valuation; and specific location of the property.
- F. The Contractor shall maintain a cumulative inventory, including all information required by Section E of this Article, of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose.
- G. The Contractor shall affix the Asset Tag provided by the Agency on Aging to tangible property upon receipt of the asset tag from the agency, which identifies the property as State of California property. The Contractor shall enter the asset tag number on the cumulative inventory records maintained by the Contractor for this Agreement.
- H. The Contractor shall conduct an annual physical inventory of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose, and corresponding reconciliation must be kept on file and available for review by the Agency on Aging.
- I. Prior to disposal of any property purchased by the Contractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the Agency on Aging. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Agency on Aging. The Contractor shall submit a *Request to Dispose of Property* (CDA 248) to the Agency on Aging, and the Agency on Aging will then instruct the Contractor on disposition of the property. Once approval of the disposal has been received from the Agency on Aging, the item(s) shall be removed from the Contractor's inventory report.
- J. The Contractor must remove all confidential, sensitive, or personal information from Agency on Aging property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity, and certify this action on the *Request to Dispose of Property* (CDA 248). This includes, but is not limited to, magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

- K. Any loss, damage, or theft of equipment shall be investigated and fully documented, and the Contractor shall promptly notify the Agency on Aging. In addition, the Contractor shall complete a *Request to Dispose of Property* (CDA 248) and provide it to the Agency on Aging.
- L. The State reserves title to all property purchased or financed with funds provided through the Agency on Aging that is not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations.
- M. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such personal property during the period of the project and until the Contractor has complied with all written instructions from the Agency on Aging regarding the final disposition of the property.
- N. In the event of the Contractor's dissolution, or upon termination of this Agreement, the Contractor shall provide a final property inventory to the Agency on Aging. The Agency on Aging reserves the right to require the Contractor to transfer such property to another entity, or to the Agency on Aging.
- O. The Contractor shall use the property for the purpose for which it was intended under this Agreement.
- P. The Contractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- Q. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Schedule of Program/Site Supplies and Equipment Purchases (page 4 of Exhibit B, Budget).
- R. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE XII. ACCESS

- A. The Contractor shall provide access to the Agency on Aging, federal or State contracting agency, Bureau of State Audits, the Comptroller General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE XIII. MONITORING AND EVALUATION

- A. Authorized Agency on Aging, State, and federal representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal, and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data, and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and, when applicable, inspection of food preparation sites.
- B. The Contractor shall cooperate with the Agency on Aging and the State in the monitoring and evaluation processes, which include making any administrative, fiscal, and program staff available during any scheduled process.

ARTICLE XIV. AUDIT REQUIREMENTS

- A. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR §200.501 to 200.521; and 45 CFR §75.501 to 75.521.

A copy shall be submitted to the:

Fresno Madera Area Agency on Aging
3837 North Clark Street
Fresno, California 93726

The copy shall be submitted within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

The Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the "Schedule of Expenditures of Federal Awards" by the appropriate program name, identifying Agency on Aging grant/contract number, and as passed-through the California Department of Aging.

B. This Section B applies only to Title III and Title VII.

The following closely related programs identified by CFDA number are to be considered as an “other cluster” for purposes of determining major programs or whether a program-specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization’s single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

- 93.041 Special Programs for the Aging – Title VII, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII, Chapter 3)
- 93.042 Special Programs for the Aging – Title III-B/VII-A, Chapter 2 – Long Term Care Ombudsman Services for Older Individuals (Title III-B/VII-A, Chapter 2)
- 93.043 Special Programs for the Aging – Title III, Part D – Disease Prevention and Health Promotion Services (Title III D)
- 93.044 Special Programs for the Aging – Title III, Part B – Grants for Supportive Services and Senior Centers (Title III B)
- 93.045 Special Programs for the Aging – Title III, Part C – Nutrition Services (Title III C)
- 93.052 National Family Caregiver Support Program – Title III, Part E (Title III E)
- 93.053 Nutrition Services Incentive Program (NSIP)

“Cluster of programs” means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. “Other clusters” are defined by the consolidated CFR in the Compliance Supplement or as designated by a State for federal awards provided to its subcontractors that meet the definition of “cluster of programs.” When designating an “other cluster,” a State shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A “cluster of programs” shall be considered as one program for determining major programs, as described in 45 CFR §75 [formerly OMB Circular A-133], whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR §75, Subpart F, Audit Requirements])

[formerly OMB Circular A-133], Audits of States, Local Governments, and Non-Profit Organizations)

- C. The Contractor shall perform a reconciliation of the Financial Closeout Report to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for review by the Agency on Aging.
- D. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the Financial Closeout Report.
- E. The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds approved under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. Contract resolution includes:
 - 1. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR §200.501-200.521 and 45 CFR §75.501-75.521 as summarized in Section F of this Article;
 - 2. Issuing a management decision on audit findings within six (6) months after receipt of the subcontractor's single audit report and ensuring that the subcontractor takes appropriate and timely corrective action;
 - 3. Reconciling expenditures reported to the Agency on Aging to the amounts identified in the single audit or other type of audit, if the Contractor was not subject to the single audit requirements. For a Contractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to the Agency on Aging must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR §200.331] [45 CFR §75.352]; documented review of financial statements; and documented expense verification, including match; etc.).
 - 4. When alternative procedures are used, the Contractor shall perform financial management system testing which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately the source and application of funds for each federally funded activity.

- c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
- d. Comparison of expenditures with budget amounts for each federal award.
- e. Written procedures to implement the requirements of 2 CFR §200.305 and 45 CFR §75.100 et. seq.
- f. Written procedures for determining the allowability of costs in accordance with 2 CFR §200, Subpart E–Cost Principles and 45 CFR §75, Subpart E–Cost Principles.

[2 CFR §200.302] [45 CFR §75.302]

- 5. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
- 6. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.

F. The Contractor shall ensure that its single audit report meets 2 CFR §200, Subpart F–Audit Requirements and 45 CFR §75, Subpart F–Audit Requirements:

- 1. Performed timely: Not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR §200.512] [45 CFR §75.515]
- 2. Properly procured: Use procurement standards for auditor selection. [2 CFR §200.509] [45 CFR §75.509]
- 3. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR §200.514] [45 CFR §75.514]
- 4. All inclusive: Includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR §200.515] [45 CFR §75.515]

5. Performed in accordance with provisions applicable to this program as identified in 2 CFR §200, Subpart F–Audit Requirements and 45 CFR §75, Subpart F–Audit Requirements.
- G. The Contractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards, the Agency on Aging shall have access to all audit reports and supporting work papers, and the Agency on Aging has the option to perform additional work, as needed.
- H. A reasonably proportionate share of the costs required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
 1. Any costs when audits required by the Single Audit Act, 2 CFR §200, Subpart F–Audit Requirements and 45 CFR §75, Subpart F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act, 2 CFR 200, Subpart F – Audit Requirements and 45 CFR §75, Subpart F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity’s fiscal year.
 - a. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
 - b. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act, 2 CFR 200, Subpart F – Audit Requirements and 45 CFR §75, Subpart F – Audit Requirements. This cost is allowable only if the agreed-upon-procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: Activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425] [45 CFR §75.425]

- I. The Contractor shall cooperate with and participate in any further audits which may be required by the Agency on Aging.
- J. The Contractor shall indicate which method of providing audit compliance will be in force during this Agreement (Appendix D, *Method of Providing Audit Compliance*).

ARTICLE XV. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
 1. **General Liability** of not less than \$1,000,000 per occurrence for bodily injury and property damage combined (higher limits may be required by the Agency on Aging in cases of higher than usual risks).
 2. **Automobile Liability, including non-owned auto liability**, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.

If applicable, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter party carriers of passengers and is based on seating capacity as follows unless otherwise amended by future regulation:

 - \$ 750,000 if seating capacity is under 8.
 - \$1,500,000 if seating capacity is 8–15.
 - \$5,000,000 if seating capacity is over 15.
 3. **Professional Liability** of not less than \$1,000,000 as it appropriately relates to services rendered. Coverage shall include errors and omissions.
- B. The insurance will be obtained from an insurance company acceptable to the State Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.
- C. Evidence of insurance shall be in a form and content acceptable to the State Department of General Services, Office of Risk and Insurance Management.
- D. The Contractor shall notify the Agency on Aging within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

E. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall include the Contract Number listed on page 1 of this Agreement and provide the statement:

“The Fresno-Madera Area Agency on Aging, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the Fresno-Madera Area Agency on Aging under this Agreement.”

Professional Liability coverage is exempt from this requirement.

2. The Fresno-Madera Area Agency on Aging shall be named as the certificate holder and its address (3837 N. Clark St., Fresno, CA 93726) must be listed on the certificate.

F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the Agency on Aging, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the Agency on Aging may, in addition to any other remedies it may have, terminate this Agreement.

G. A copy of each appropriate Certificate of Insurance, or letter of self-insurance, referencing this Agreement number shall be submitted to the Agency on Aging with this Agreement.

H. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. [Labor Code §3700]

I. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.

J. Contractor agrees to indemnify, defend, and save harmless the Fresno-Madera Area Agency on Aging, State of California, their officers, agents, and employees from any and all claims and losses occurring or resulting

to any and all Contractors, subcontractors, material, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and also from any and all claims and losses occurring or resulting in any person, firm or corporation, who may be injured or damaged by Contractor in the performance of this Agreement.

ARTICLE XVI. DONATIONS

- A. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA §315(b)]:
1. The Contractor or any subcontractors for any Title III or Title VII services shall not use means tests.
 2. Any Title III or Title VII client who does not contribute toward the cost of the services received shall not be denied services.
 3. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive. Donation letters sent to clients shall stipulate that contributions are voluntary and not required to receive service. Donation letters may not resemble a bill or statement.
 4. Each Service Provider will:
 - a. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;
 - b. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
 - c. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; and
 - d. Establish appropriate procedures to safeguard and account for all contributions.
 - e. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Agreement.

ARTICLE XVII. TERMINATION

A. Termination Without Cause

1. The Agency on Aging may terminate performance of work under this Agreement without cause in whole or in part, if the Agency on Aging determines that a termination is in the Agency on Aging's best interest. The Agency on Aging may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the contract is due to a reduction or deletion of funding by the State of California, the Legislature, or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.
2. The Contractor may terminate this Agreement at any time during the Agreement term by giving the Agency on Aging ninety (90) days written notice. In the event of termination notice, the Agency on Aging will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination of the Agreement.
3. Contractor shall, at least ninety (90) days prior to the end of the term of this Agreement, give written notice to the Agency on Aging if it intends to discontinue provision of any programs or services included in this Agreement during the subsequent Agreement period. The purpose of this requirement is to provide sufficient planning and transition time during the course of this Agreement period to ensure continuity of services to clients.

B. Termination for Cause

1. The Agency on Aging may terminate, in whole or in part, for cause the performance of work under this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:
 - a. In case of threat of life, health, or safety to the public.
 - b. A violation of the law or failure to comply with any condition of this Agreement.

- c. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
 - d. Failure to comply with reporting requirements.
 - e. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Agency on Aging or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
 - f. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
 - g. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
 - h. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
 - i. The commission of an act of bankruptcy.
 - j. Finding of debarment or suspension.
 - k. The Contractor's organizational structure has materially changed.
 - l. The Agency on Aging determines that the Contractor may be considered a "high risk" agency as described in 45 CFR §92.12 for local government and 45 CFR §74.14 for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions, as described in Appendix F, *Sanction Policy*.
 - m. Program operations have been suspended for more than three (3) consecutive months in any budget year, unless a longer period is granted in writing by the Agency on Aging.
2. Termination of this Agreement shall take effect immediately in the case of an emergency, such as threat to life, health, or safety of the public, or when program operations have been suspended for more than three (3) consecutive months in any budget year. In all other

cases of termination for cause, the termination shall take effect thirty (30) days subsequent to written notice to the Contractor.

3. In the event of termination for cause, the Agency on Aging may proceed with the work in any manner deemed proper by the State. All costs to the Agency on Aging shall be deducted from any sum due the Contractor under this agreement and the balance, if any, shall be paid to the Contractor upon demand.

- C. In the event of termination of this Agreement by the Agency on Aging, the Agency will present written notice to the Contractor describing the action being taken by the Agency on Aging, the reason for such action, and any conditions of the termination, including, but not limited to, the date of termination, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination. Said notice shall also inform the Contractor of its right to appeal such decision to the Agency on Aging and of the procedure for doing so. (*Appendix G, Appeal Procedure for Service Providers*)

D. Contractor's Obligation After Notice of Termination

1. After receipt of a notice of termination, and except as directed by the Agency on Aging, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

- a. Stop work as specified in the Notice of Termination;
- b. Place no further subcontracts for materials, or services, except as necessary to complete the continued portion of the contract;
- c. Terminate all subcontracts to the extent they relate to the work terminated;
- d. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause); and
- e. Comply with all additional terms of this Agreement pertaining to termination or cancellation of the Agreement.

ARTICLE XVIII. REMEDIES AND APPEAL PROCESS

- A. The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the Agency on Aging as a result of a breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project. Specifically, the Agency on Aging reserves the right to pursue all remedies allowed to it under the Older Americans Act, and all regulations adopted pursuant to the Act or implementing the Act, regarding the expenditure of federal funds.
- B. The Contractor may appeal an adverse determination by the Agency on Aging using the *Appeal Procedure for Service Providers*, which is set forth in Appendix G, for actions subject to appeal, as defined in Appendix G, Section I.A, *Actions Subject to Appeal*.
- C. The Contractor may appeal the Agency on Aging's final adverse determination once all administrative remedies contained in Appendix G, *Appeal Procedure for Service Providers*, have been exhausted, using the appeal process established in Title 22 CCR §7700 to 7710.
- D. The Contractor shall continue with the responsibilities under this Agreement during any dispute.
- E. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE XIX. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, approved as required by the Agency on Aging amendment process, and signed by a duly authorized representative of the Contractor and of the Agency on Aging. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. Should either party during the term of this Agreement desire a revision, waiver or modification in this Agreement, such revision, waiver or modification shall be proposed in writing to the other party. The other party shall accept or reject the proposal within thirty (30) days of receipt of request. Once accepted, such revision may require an amendment through the Agency on Aging's contract process to provide for the change mutually agreed to by the parties.
- C. The Agency on Aging reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted

by Congress or the Legislature or as directed by the Executive Branch of State Government.

- D. An amendment is required to change the Contractor's name as listed on this Agreement. Any notice given to the Agency on Aging for a Contractor's change of legal name, main address, or name of Director shall be addressed to the Fresno-Madera Agency on Aging's Executive Director on the Contractor's letterhead. Upon receipt of legal documentation of the name change, the Agency on Aging will process the amendment. Invoices presented by the Contractor with the Contractor's new name cannot be paid prior to the Agency on Aging's approval of said amendment.

ARTICLE XX. NOTICING

- A. Any notice to be given hereunder by either party to the other may be effected by one of the following methods, provided Contractor retains receipt, and shall be communicated as of actual receipt: 1) Personal delivery in writing; 2) Registered or certified mail, postage prepaid and return receipt requested; or 3) Overnight mail.
- B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging at its current address, 3837 North Clark Street, Fresno, CA 93726, and notices to the Contractor shall be addressed to the Contractor's address as indicated on page 1 of this Agreement, unless otherwise requested in writing.
- C. Each party may change its address originally provided in this Agreement by written notice to the other party in accordance with this Article.

APPENDIX A
RESOLUTION OF AUTHORIZATION TO CONTRACT

The governing board of the _____ City of Madera
(Service Provider)
hereby authorizes _____ Andrew J. Medellin, Mayor
(Name and Title)

to execute the contract(s) listed on Page 1 of this Agreement with the Fresno-Madera Area Agency on Aging for the fiscal year beginning July 1, 2017, to June 30, 2018, including any subsequent amendments and all necessary supporting documents.

Name of Chair (Please Print)
Governing Board

Signature of Chair
Governing Board

Date

APPENDIX B
CONTRACTOR CERTIFICATION CLAUSES

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<u>City of Madera</u> <i>Contractor/Vendor Name (Typed)</i>	<u>94-6000365</u> <i>Federal ID</i>
<u> </u> <i>Authorized Signature</i>	<u> </u> <i>Date</i>
<u>Mary Anne Seay, Director of Parks and Community Services Department</u> <i>Name and Title of Person Signing (Typed)</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State or Fresno-Madera Area Agency on Aging (Agency on Aging) agreements if the State or the Fresno-Madera Area Agency on Aging determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the Agency on Aging.

Failure to make a good faith effort may be cause for non-renewal of an Agency on Aging contract for legal services, and may be taken into account when determining the award of future contracts with the Agency on Aging for legal services.

5. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the Agency on Aging.

6. **SWEATFREE CODE OF CONDUCT:**

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Agency on Aging pursuant to the contract have been laundered or produced in

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- b. The Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the Agency on Aging, the California Department of Aging, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).
7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the Agency on Aging that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. **CALIFORNIA CIVIL RIGHTS LAWS:** Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, the following: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code).
5. **EMPLOYER DISCRIMINATORY POLICIES:** Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, the following: For

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

6. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the Agency on Aging will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
7. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
8. **RESOLUTION:** A county, city, district, or other local public body must provide the Agency on Aging with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
9. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
10. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not a state agency or other governmental entity.

APPENDIX C
CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

CERTIFICATION

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.

City of Madera	18-0147
<hr/> Contractor/Vendor Name (Typed)	<hr/> Contract Number
<hr/> Authorized Signature	<hr/> Date
Mary Anne Seay, Director of Parks and Community Services Department	
<hr/> Name and Title of Person Signing (Typed)	

In compliance with California Government Code 11019.9, California Civil Code 1798 Section 1798 et seq., California Department of Aging (CDA) Management Memo 06-12 and CDA Budget Letter 06-34, the Fresno-Madera Area Agency on Aging (Agency on Aging) hereby requires the Contractor/Vendor to certify that:

- The Contractor's employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive and/or personal identifying information must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter. The Contractor must maintain certificates of completion on file and provide them to the Agency on Aging or CDA upon request.
- Confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.
- All access codes which allow access to confidential information will be properly safeguarded.
- Activities by any individual or entity that is suspected of compromising confidential information will be reported to the Agency on Aging immediately by providing the Agency on Aging with a completed Security Incident Report (CDA Form 1025), available online at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.
- Any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act.

APPENDIX C

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- Obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with the Agency on Aging.
- All employees, volunteers, and subcontractors of the Contractor/Vendor will be notified of the Agency on Aging's and CDA's confidentiality and data security requirements.
- The Agency on Aging, CDA, or their designees will be granted access by the Contractor or Vendor to any computer-based confidential information within the scope of the Contract.

- I agree to protect the following types of confidential information which include, but are not limited to:
 - Social Security number.
 - Medical information.
 - Claimant and employer information.
 - Driver's License information.
 - Information about individuals that relates to their personal life or identifies or describes an individual.
 - Other agencies' confidential and proprietary information.
 - Criteria used for initiating audit selection.
 - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.).
 - Any other information that is considered proprietary, a copyright, or otherwise protected by law or contract.
- I agree to protect confidential information by:
 - Accessing, inspecting, using, disclosing, or modifying information only for the purpose of performing official duties.
 - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason.
 - Securing confidential information in approved locations.
 - Never removing confidential information from the work site without authorization.

APPENDIX D

METHOD OF PROVIDING AUDIT COMPLIANCE

The service provider shall indicate which method of providing audit compliance to the Fresno-Madera Area Agency on Aging (Agency on Aging) will be in force during this Agreement.

Please place an **X** in the appropriate box:

- ☒ An independent audit shall be performed in accordance with the requirements of 2 CFR §200, Subpart F - Audit Requirements, and 45 CFR §75, Subpart F - Audit Requirements, and a copy submitted to the Agency on Aging.

- ☐ An independent audit shall be performed and a copy submitted to the Agency on Aging.

- ☐ All supporting documentation shall be submitted to the Agency on Aging for review along with any request for reimbursement.

Enter Fiscal Year Ending Date →

June

Month

30

Day

2018

Year

APPENDIX E

REQUIRED REPORTS AND DUE DATES

Fiscal Reports

***Expenditure Reports by Program**

Title III B, Title III C, Title III D, and Title VII Programs *Due 15th of each month*

- Monthly Report of Expenditures and Donations Revenue

Title III E Family Caregiver Support Program *Due 15th of each month*

- Title III E Monthly Report of Expenditures

Title V Senior Community Service Employment Program *Due 10th of each month*

- Monthly Expenditure Report and Request for Funds (CDA 29)

Health Insurance Counseling and Advocacy Program *Due 15th of each month*

- HICAP Monthly Report of Expenditure/Request for Funds (CDA 245)

Long-Term Care Ombudsman Program *Due 15th of each month*

- Budget Summary/Monthly Expenditure Report & Request for Funds, Special Deposit Fund & Skilled Nursing Facility Quality and Accountability Fund (CDA-OMB-300)

** Payments are made on or about the 20th of the month, or the following business day if the 20th falls on a holiday or weekend; for accurate expenditure reports received by the due date. Late or inaccurate expenditure report submissions will result in delay of payments until reporting requirements have been met.*

Additional Fiscal Reports – All Programs

- **Final Budget Revisions**
 - Due by March 15th
- **Annual Financial Close Out Report**
 - Due by July 15th with exception of HICAP
 - 1st HICAP Financial Closeout Report for federal funds from July 1-March 31 due by April 30th
 - 2nd HICAP Financial Closeout Report for State funds from July 1-June 30 and Federal funds from April 1-June 30 due by July 30th
- **Copy of Audit**, as required by contract
 - Due within 30 days after receipt of auditor's report, or nine months after end of audit period, whichever is earliest
- **Request to Dispose of Property**
 - Due within 5 days of the loss, destruction, or theft of property, or if the property will no longer be used for the contracted program

APPENDIX E

REQUIRED REPORTS AND DUE DATES

Program Reports

Monthly Service Unit Report (Form 186M) *Due 7th working day of each month*

- **Title III B Adult Day Care**
 - Attach Q Monthly Service Roster
 - Attach associated Client Intake Forms
 - Attach Client Deactivation Request
 - **Title III B Legal Assistance**
 - **Title III B Transportation**
 - **Title III D Health Promotion**
 - **Title VII (b) Elder Abuse Prevention, Education, & Training**
 - ***Health Insurance Counseling and Advocacy Program (HICAP)**
 - Attach final version of HICAP Performance Measures and Benchmark Report generated from SHARP system for reporting month
- *Due date subject to California Department of Aging notifications*

Monthly Title III C Elderly Nutrition Program Reports *Due 7th working day of month*

- | | |
|----------------------------------|--|
| • Q Monthly Service Roster | • Nutrition Volunteer Summary Report |
| • Daily Sign-In Sheets | • Cash Count Sheet |
| • Associated Client Intake Forms | • Food Preparation Center Food Service |
| • Client Deactivation Request | • Check Sheet |

Quarterly Reports *Due 15th of month following reporting period*

- **Title III B California Legal Services** Quarterly Aggregate Report (CDA 1022)
 - **Title VII (b) Elder Abuse Prevention** Quarterly Activity Report (CDA 1037)
 - ****Title V Senior Community Service Program** Quarterly Service Unit Report (Form 186Q)
 - Attach final version of Quarterly Progress Report from SPARQ system
 - **Title V Senior Community Service Program** Quarterly Narrative Report
- **Due date subject to California Department of Aging notifications*

Quarterly Reports *Due 30th of month following reporting period*

- **Long-Term Care Ombudsman Program**
 - Copy of completed Quarterly Ombudsman Reporting Form (OSLTCO S301) as submitted to the California Department of Aging
 - Attach program performance data from the Ombudsman Data Integration Network for July 1st through last day of reporting quarter

APPENDIX F

FRESNO-MADERA AREA AGENCY ON AGING SANCTION POLICY

I. At-Risk Designation

Title 45 of the Code of Federal Regulations (45 CFR), sections 74.14 and 92.12, defines factors that determine if an Agreement with a Contractor is at risk. In accordance with 45 CFR, the Fresno-Madera Area Agency on Aging (Agency on Aging) may consider an Agreement with a Contractor to be at-risk if the Agency on Aging determines that the Contractor:

- A. Has a history of unsatisfactory performance, for which examples include, but are not limited to:
 - 1. Grant funds are not obligated properly, are not disbursed, or are not spent for the contracted purpose;
 - 2. Financial reports do not include program income and the required match of funds;
 - 3. The quantity of service units provided is less than 95% of the projected level at any time following the third month of the Agreement period;
 - 4. The Targeting Plan is not implemented as described in the Program Narrative section of the Agreement;
 - 5. Complaints received from clients, their caretakers, or the general public indicate that the Contractor is not providing the contracted service at a satisfactory level.
- B. Is not financially stable;
- C. Has a management system which does not meet the management standards set forth in Article VI, Section B, *Accountability for Funds*, of this Agreement;
- D. Has not conformed to terms and conditions of previous awards; or
- E. Is otherwise not responsible, for which examples include, but are not limited, to:
 - 1. Financial or program reports are late, incorrect, or incomplete;
 - 2. Responses to corrective actions requested by the Agency on Aging are not provided by the due date;
 - 3. Corrective action plans are not implemented by the due date;
 - 4. Findings from a prior contract monitoring are repeated in a subsequent monitoring;

5. Failure to respond to telephone or written communications from the Agency on Aging in a timely manner; or
6. A violation of the law or failure to comply with any condition of this Agreement.

II. Sanctions

The Agency on Aging may impose sanctions (special conditions and/or restrictions) on the Contractor that correspond to the at-risk condition. Such sanctions may include:

- A. Withholding of funds;
- B. Requiring additional, more detailed, and/or more frequent financial and/or program reports;
- C. Requiring preparation and implementation of an acceptable corrective action plan;
- D. Additional contract monitoring;
- E. Requiring the Contractor to obtain technical or management assistance;
- F. Establishing additional prior approvals; and/or
- G. Withholding authority to continue provision of service within a given funding period.

Sanctions may be imposed upon approval by the Executive Director of the Agency on Aging, with the exception of Item II.G above, which requires approval by the Agency on Aging Governing Board.

For sanctions identified in Items II.A through II.F above, the Agency on Aging will promptly remove sanctions once the conditions that prompted them have been corrected.

For the sanction identified in Item II.G above, the sanction will be removed when the Contractor takes corrective action satisfactory to the Agency on Aging and/or the Contractor has been restored to satisfactory status in accordance with the terms and conditions of this Agreement.

III. Notification to Provider

The Agency on Aging will provide written notification to the Contractor of any sanctions imposed via certified or overnight mail, return receipt requested. Such notification will include:

- A. The nature of the sanctions;
- B. The reason(s) for imposing them;
- C. The effective date of the sanctions;
- D. The legal or contractual citation upon which the sanction is based;
- E. The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions; and
- F. The Agency on Aging's appeal procedure for service providers.

IV. Unresolved At-Risk Condition(s)

Should the at-risk condition(s) remain unresolved following the imposition of sanctions, the Agency on Aging may proceed to terminate the Agreement with the Contractor, in accordance with the *Termination* section of this Agreement (Article XVII, Title III and Title VI Area Plan Contracts; Article XVI, Title V Contract; Article XVI, Health Insurance Counseling and Advocacy Program Contract).

APPENDIX G
FRESNO-MADERA AREA AGENCY ON AGING
APPEAL PROCEDURE FOR SERVICE PROVIDERS

I. Actions Subject to Appeal

- A. A contracted or potential provider of service (service provider) has the right to appeal an adverse determination made by the Fresno-Madera Area Agency on Aging (Agency on Aging). The actions below shall be considered adverse determinations that are subject to appeal [Title 22 CCR §7704 (c)(1) – (c)(3)(C)]:
1. A reduction in the level of funding to an existing Contractor during an Agreement period; however, a reduction directly attributable to a reduction in the funding to the Area Agency on Aging by the State or federal government shall not be considered an adverse determination.
 2. A cancellation or termination of an existing Agreement with the Contractor prior to the Agreement's expiration date.
 3. Denial of an application to provide services when any of the following exist:
 - a) The presence of a conflict of interest, real or apparent, as specified in 45 CFR 92.36(b)(3);
 - b) The occurrence of a procedural error or omission, such as the failure of the Agency on Aging to include a federal mandate in its solicitation request;
 - c) The lack of substantial evidence to support the Agency on Aging's action.

II. Method of Notification

- A. The service provider shall provide notification of appeals, and the Agency on Aging shall provide notification of subsequent appeals determinations, by certified or overnight mail, return receipt requested, or by personal delivery in writing.
- B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging, 3837 North Clark Street, Fresno, CA 93726.

- C. The Agency on Aging shall transmit notification to the address listed on the service provider's appeal; if this address differs from the address listed on page 1 of the service provider's Agreement with the Agency on Aging, the Agency on Aging shall transmit a copy of the notification to the address contained on page 1 of the Agreement.
- D. The Agency on Aging shall include a copy of this Appeal Procedure for Service Providers with all notifications to service providers of adverse appeals determinations.

III. Process

- A. The service provider shall give notice of intent to appeal to the Executive Director of the Agency on Aging within ten (10) business days of the Agency on Aging's notice of adverse determination. The notice of intent to appeal shall be in writing, must state the specific grounds upon which the action by the Agency on Aging is appealed, and must be accompanied by all supporting documents.
- B. The Executive Director of the Agency on Aging shall investigate the appeal and issue a written determination to the service provider within fifteen (15) business days of receipt of the appeal. The determination shall set forth the Agency on Aging's position and specify applicable sections of the service provider's Agreement with the Agency on Aging, government regulations, government statutes, or other provisions relied upon.
- C. If the service provider is dissatisfied with the Agency on Aging Executive Director's determination, the service provider may appeal to the Executive Committee of the Agency on Aging Governing Board within ten (10) business days of the date of the Agency on Aging Executive Director's written determination. The appeal shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.
- D. The Executive Committee of the Agency on Aging Governing Board (Executive Committee) shall, within fifteen (15) business days of receipt of the service provider's appeal:
 - 1. Review the service provider's appeal, considering any additional evidence or documentation provided by the Agency on Aging Executive Director;
 - 2. Determine if the appeal should be denied, or if a recommendation should be made to the full Agency on Aging Governing Board at its next scheduled meeting to take action to grant the appeal; and

3. Provide written notification of its determination to the service provider.
- E. If the service provider is dissatisfied with the Executive Committee's determination, the service provider may request a hearing before the full Agency on Aging Governing Board. The service provider must request the hearing within ten (10) business days of the Executive Committee's written notification of determination. The hearing request shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.
 - F. If the Agency on Aging Governing Board does not accept and implement the Executive Committee's recommendation to grant the service provider's appeal:
 1. The Agency on Aging shall provide written notification to the service provider of the Governing Board's decision within two (2) business days following the decision;
 2. The service provider may request a hearing before the Agency on Aging Governing Board. The service provider must request the hearing within ten (10) business days of the date of the notification of the Agency on Aging Governing Board's decision. The hearing request shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.
 - G. Upon receipt of the service provider's request for a hearing before the Agency on Aging Governing Board, the Agency on Aging will place the hearing on the agenda of the next regularly scheduled meeting of the Agency on Aging Governing Board, and provide the service provider with a copy of the published agenda.
 1. The hearing before the Agency on Aging Governing Board shall consist of:
 - a) Receipt and review of all previously submitted documents concerning the appeal;
 - b) Submission in writing by the service provider of any additional information or documentation supporting the service provider's position;
 - c) An oral presentation by the service provider, not to exceed thirty (30) minutes; and

- d) An oral presentation by the Agency on Aging Executive Director and/or Agency on Aging staff, not to exceed thirty (30) minutes.
- 2. At the conclusion of the hearing, the Agency on Aging Governing Board shall vote to accept or deny the service provider's appeal.
 - a) If the appeal is denied, the Agency on Aging Governing Board shall notify the service provider in writing of the reason(s) the appeal was denied, including a statement that all appeal procedures to the Agency on Aging and its Governing Board have been exhausted, and of the service provider's right to appeal the Governing Board's decision to the California Department of Aging. Such notification shall include a copy of Sections 7700 through 7710 of Title 22 of the California Code of Regulations, which contains the process for appealing the determination to the California Department of Aging.

APPENDIX H

FRESNO-MADERA AREA AGENCY ON AGING CONTACT LIST FOR SERVICE PROVIDERS

Telephone Number for All Contacts: (559) 600-4405

Linda Descoteaux Administrative Manager Email: ldescoteaux@fmaaa.org Fax: (559) 243-5918	Contract Administration Administrative & Program Monitoring (excluding Nutrition and Adult Day Care) Area Agency on Aging Area Plan and Updates Service Unit Planning and Performance Q Care Access Client Database Administration
Teresa Scheidt Senior Accountant Email: tscheidt@fmaaa.org Fax: (559) 243-5918	Budget Questions Financial Close-Out Reports Fiscal Monitoring Monthly Payments to Service Providers Quarterly Reports of Expenditures & Donation Revenue
Adam Vinogradoff Administrative Analyst Email: avinogradoff@fmaaa.org Fax: (559) 243-5918	Monthly Service Unit Reports and Supporting Rosters Quarterly Service Unit Reports Client Intake Forms Congregate Meal Site Rosters & Daily Sign-In Sheets Nutrition Volunteer Summary Report
Stephanie Jenkins Program Coordinator Email: sjenkins@fmaaa.org Fax: (559) 243-5651	Congregate Nutrition Site Procedures Daily Congregate Meal Counts Nutrition Site Food Safety Nutrition Supply Order Forms Nutrition Site Monitoring Adult Day Care Site Monitoring
Peggy Bakeman Jessica Jacobo Lopez Program Coordinators Email: pbakeman@fmaaa.org jjacobolopez@fmaaa.org Fax: (559) 243-5651	Home-Delivered Meals: Discontinue or Restart Eligibility & Assessments Missed Deliveries Short-Term Temporary (STT) Program

**Fresno-Madera Area Agency on Aging
3837 N. Clark St.
Fresno, CA 93726**

APPENDIX I
FRESNO-MADERA AREA AGENCY ON AGING
EMERGENCY CONTACT INFORMATION

Information and Assistance:	(559) 600-4405 (800) 510-2020
-----------------------------	----------------------------------

Executive Director, Emergency Coordinator, and Public Relations Officer	Jean Robinson
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
After Hours Phone:	(559) 930-5847

Administrative Manager, Alternate Emergency Coordinator	Linda L. Descoteaux
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
After Hours Phone:	(559) 270-9939

APPENDIX J

COMMUNITY FOCAL POINTS LIST

CCR Title 22, Article 3, Section 7302(a)(14), 45 CFR Section 1321.53(c), OAA 2006 306(a)

Definition of Focal Point: *A facility established to encourage the maximum collocation and coordination of services for older individuals. (42 USC Section 3002 (21))*

Planning and Service Area 14 - Designated Community Focal Points		
Fresno County		
Fresno-Madera Area Agency on Aging (includes Senior Resource Center/Sierra Resource Campus)	3837 N. Clark St.	Fresno, CA 93726
Clovis Senior Center	850 4th St.	Clovis, CA 93612
Coalinga Senior Center	220 E. Forest Ave.	Coalinga, CA 93210
Edwin Blayney Senior Center	108 N. 3 rd St.	Fowler, CA 93625
Firebaugh Senior Center	1601 Thomas Conboy Ave.	Firebaugh, CA 93622
Huron Senior Center	16900 5 th St.	Huron, CA 93234
Kerman Senior Center	720 S. 8 th St.	Kerman, CA 93630
Kingsburg Senior Center	1450 Ellis St.	Kingsburg, CA 93631
Mary Ella Brown Community Center	1350 E. Annadale Ave.	Fresno, CA 93706
Mendota Senior Center	415 Sorenson Ave.	Mendota, CA 93640
Mosqueda Community Center	3670 E. Butler Ave.	Fresno, CA 93702
Nick Medina Senior Center	2301 Selma St.	Selma, CA 93662
Orange Cove Senior Center	699 6 th St.	Orange Cove, CA 93646
Pinedale Community Center	7170 N. San Pablo Ave.	Pinedale, CA 93650
Reedley Senior Center	100 N. East Ave.	Reedley, CA 93654
Sanger Senior Center	730 Recreation Ave.	Sanger, CA 93657
Sierra Oaks Senior and Community Center	33276 Lodge Rd.	Tollhouse, CA 93667
Ted C. Wills Community Center	770 N. San Pablo Ave.	Fresno, CA 93728
Madera County		
Chowchilla Senior Center	820 Robertson Blvd.	Chowchilla, CA 93610
Frank A. Bergon Senior Center	238 S. D St.	Madera, CA 93637
Pan-American Community Center	703 E. Sherwood Way	Madera, CA 93638
Ranchos/Hills Senior Center	37330 Berkshire Dr.	Madera Ranchos, CA 93636
Sierra Senior Center	49111 Cinder Ln.	Oakhurst, CA 93644

APPENDIX K

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Please complete and sign Internal Revenue Service Form W-9, which is provided on the next page.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. City of Madera	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) 205 W. 4th Street	Requester's name and address (optional) Fresno-Madera Area Agency on Aging
	6 City, state, and ZIP code Madera, CA 93637	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
9	4			-	6	0	0	3	6
								5	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ Mark Etheridge	Date ▶ 7/18/17
-----------	--	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7)

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN or:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN or:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT A

<p style="text-align: center;">TITLE III PROGRAM EXHIBIT Title III C1 – Elderly Nutrition Program Site Management</p>

I. Definitions Specific to Title III Programs:

- A. **Program Requirements** is defined as Title III program requirements found in the Older Americans Act (OAA) [42 USC §3001-3058]; the Code of Federal Regulations (CFR) [45 CFR §1321]; the California Code of Regulations (CCR) [22 CCR §7000 et seq.]; California Department of Aging Program Memoranda; and California Retail Food Code (CRFC).
- B. **Title III C1 Congregate Nutrition Services** is defined as nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI), and comply with the most current Dietary Guidelines for Americans. To be an eligible Title III C1 congregate nutrition site, the site must meet all of the following criteria:
1. Be open to the public [45 CFR §1321.53(b)(3)].
 2. Not means test [OAA §315(b)(3)].
 3. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service [OAA §315(b)(4)] [22 CCR §7638.9].
 4. Not receive funds from another source for the cost of the same meal, equipment, or services [2 CFR §200.403(f)].
- C. **Title III C2 Home-Delivered Nutrition Services** is defined as nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI), and comply with the most current Dietary Guidelines for Americans.

- D. **Eligible Service Population** is defined as individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, individuals with limited English proficiency, and older individuals residing in rural areas. [OAA §305(a)(2)(E)] [22 CCR §§7125, 7127, 7130, 7135 and 7638.7].
- E. **Site Management** is defined as 1) oversight and responsibility for the day-to-day operations of an Elderly Nutrition Program nutrition site with respect to meals; 2) oversight of and responsibility for Elderly Nutrition Program staff and volunteers, including provision of required program training; 3) collection of required Elderly Nutrition Program data from program participants; 4) keeping records and preparing reports concerning meals ordered and served, nutrition volunteer hours, and donations; and 5) ensuring the Elderly Nutrition Program nutrition site meets all federal, state, and local regulations, including applicable licensing laws and ordinances related to food service operations and sanitation.
- F. **CRFC** means the California Retail Food Code, which is a uniform statewide health and sanitation standard for food facilities, found in Section 113700 et seq., California Health and Safety Code.
- G. **Urban**, for purposes of this Agreement, is defined as: 1) urbanized areas (a central place and its adjacent densely settled territories with a combined minimum population of 50,000; and 2) and incorporated place or a census designated place with 20,000 or more inhabitants. A rural area is any area that is not defined as urban.
- H. **Eligible Participant** is defined as:
1. **Congregate Meals**: Individuals eligible to receive a meal at a congregate nutrition site are:
 - a. Any older individual (sixty (60) years of age or older).
 - b. The spouse of any older individual.
 - c. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
 - d. A disabled individual who resides at home with and accompanies an older individual who participates in the program.

[22 CCR §7638.7(a)(1)-(4)]

2. Volunteer Meals

- a. The Contractor may offer a meal to a volunteer under age sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR §7638.7(b)(1)]
- b. The Contractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR §7638.7(b)(2)]

3. Home-Delivered Meals: Individuals eligible to receive a home-delivered meal are:

- a. Any older individual (sixty (60) years of age or older) who is frail and homebound by reason of illness, disability, or isolation. [22 CCR §7638.7(c)(1)]
 - i. Frail means that an older individual is determined to be functionally impaired because the individual either:
 - 1) Is unable to perform at least two activities of daily living, including bathing, toileting, dressing, feeding, breathing, transferring, and mobility and associated tasks, without substantial human assistance, including verbal reminding, physical cueing, or supervision; [22 CCR §7119(a)] or
 - 2) Due to a cognitive or other mental impairment, requires substantial supervision because the older individual behaves in a manner that poses a serious health or safety hazard to the individual or to others. [22 CCR §7119(b)]
- b. A spouse of an eligible individual as described in item H.2.a above, regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual. [22 CCR §7638.7(c)(2)]
- c. An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program. [22 CCR §7638.7(c)(3)]
- d. Priority shall be given to eligible older individuals as described in item H.3.a. above.

[22 CCR §7638.7(c)]

- I. **Current Meal Rate** is defined as the current vendor meal rate plus an additional amount established by the Fresno-Madera Area Agency on Aging (Agency on Aging) to recover costs associated with this process.
- J. **Eligible Meal** is defined as meals served to an eligible participant which provide one-third (1/3) of the Dietary Reference Intakes (DRI), and complies with the most current Dietary Guidelines for Americans.
- K. **Volunteer** means an individual who provides services without pay, but may receive reimbursement for expenses, and who has been provided with orientation and training in compliance with Title 22, CCR §7635.5.

II. **Scope of Work**

The service provider is charged with providing site management services to the “eligible service population” within the service provider’s area of influence as specified in Exhibit E, Item 2 of this Agreement.

A. **Assurances**

- 1. The service provider will comply with all the Program Requirements and those required under the California Retail Food Code (CRFC).
- 2. Meal Count Allocation
 - a. The service provider will be charged at the current established meal rate for all meals ordered in excess of the number of eligible meals served to the Eligible Participants within the Title III C program. Participant eligibility is as defined in Title 22, CCR, Article 5, §7638.7.
 - b. The service provider may, at the option of the Agency on Aging, be held financially responsible (at the current meal rate) for all meals ordered which exceed the annual allocation for that site. The Agency on Aging has the option to increase or decrease the meal target allocations to individual sites in the event of changes in available funding, or changes in average service levels at individual meal sites.
 - c. Only those meals that are served to an eligible participant which provide one-third (1/3) of the Dietary Reference Intakes (DRI), and comply with the most current Dietary Guidelines for Americans, are allowable and counted as meals served.

3. Site Management Responsibilities

In compliance with Title 22, CCR, Article 5, and the Agency on Aging Nutrition Policies and Procedure Manual, the service provider will:

- a. Assure accurate and timely completion of Client Intake forms, client rosters, daily meal sign-in sheets, Client Deactivation requests, and Nutrition Volunteer Summary reports for the Congregate and Home-Delivered Meals programs;
- b. Verify and order meal counts for Congregate (C1) and Home-Delivered (C2) meals no later than 12:00 noon the business day prior to the service day;
- c. Monitor daily meal service numbers to maintain total monthly meals ordered near or at allocation level stated in this Agreement (however, this is not to be construed that the service provider is precluded from serving above the allocation level by using donations or other sources of revenue to supplement the number of meals supported by this Agreement);
- d. Comply with all Title III C Program and CRFC requirements for client eligibility, and meal service safety and sanitation practices;
- e. Maintain separate and verifiable records of all program income and expenses for Congregate (C1) and Home-Delivered (C2) meals (all donations received from C1 clients must be expended on C1 costs, and all donations received from C2 clients must be expended on C2 costs);
- f. Assess new and continuing home-delivered meal clients for program eligibility. Reassessments of home-delivered meal clients are to be completed quarterly, alternating two in-home visits per year with two telephone reassessments;
- g. Assess new and continuing Congregate Meals clients for program eligibility. Congregate Meals client reassessments are to be conducted at least once during each fiscal year.
- h. Ensure client records are available only to authorized service staff assisting the individual, and keep client records in a secure, locked file cabinet to protect client confidentiality.
- i. Recruit volunteers as needed to provide in-center services for the Congregate (C1) and Home-Delivered (C2) Meals programs, and provide orientation, training, and supervision. A minimum of four hours of training shall be provided

annually for all volunteer food service staff, to include, at a minimum:

- i) Food safety, prevention of foodborne illness, and Hazard Analysis and Critical Control Points (HACCP) principles.
- ii) Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.
- j. Identify and make known available services to eligible individuals through outreach efforts in their community;
- k. Attend Agency on Aging Site Management in-service training meetings as required;
- l. Comply with all Agency on Aging monthly memos and other Agency on Aging correspondence;
- m. Procure and maintain food service and cleaning supplies inventories;
- n. Post menus in a location easily seen by participants at each congregate meal site; ensure menus are legible and easy to read in the language of the majority of the participants; and ensure menus are available in large print;
- o. Not preclude the service of a congregate meal to a participant who has failed to make a reservation, when food is available;
- p. Have a paid staff member, or volunteer, designated to be responsible for the day-to-day activities at each congregate meal site, and physically be on-site during the time that Elderly Nutrition Program activities are taking place;
- q. Have restrooms, lighting, and ventilation which meet the requirements of the CRFC;
- r. Include procedures for obtaining the views of Congregate Meals Program participants about the services received;
- s. Have equipment at congregate meal sites, including tables and chairs, that are sturdy and appropriate for older individuals. Tables shall be arranged to assure ease of access and encourage socialization;
- t. Provide a welcoming, pleasant dining environment for congregate meals that affords older adults an opportunity for

socialization with their peers and enhancement of a healthy and enriching lifestyle; and

- u. Observe any physical or emotional changes in participants' conditions and report any cases of known or suspected elder abuse to local law enforcement.

Additional Assurances

- A. Facilities shall be properly maintained by the service provider with regards to repairs and maintenance, cleanliness, accessibility, etc.
- B. The service provider must submit the reports specific to this program as listed in Appendix E of this Agreement.
- C. All reports required by the Agency on Aging must be submitted by the due dates listed in Appendix E of this Agreement.
- D. The service provider shall have a plan to ensure accuracy of data from all levels. This plan shall include a method for the service provider to verify the accuracy of their data prior to submission to the Fresno-Madera Area Agency on Aging.

IV. Approved Holidays for Nutrition Sites

There are a total of nine recognized holidays (ten days) in which food service will not be provided by central kitchens to congregate meal sites and sites are assumed to be closed:

Independence Day	Tuesday, July 4, 2017
Labor Day	Monday, September 4, 2017
Veterans Day	Friday, November 10, 2017
Thanksgiving Holiday	Thursday, November 23, 2017 and Friday, November 24, 2017
Christmas Holiday	Monday, December 25, 2017
New Years Holiday	Monday, January 1, 2018
Martin Luther King Jr. Day	Monday, January 15, 2018
Presidents Day	Monday, February 19, 2018
Memorial Day	Monday, May 28, 2018

Exhibit B

Budget

The Agency on Aging sends budget forms in Excel format to service providers via e-mail.

Please return two completed sets of the budget with the signed and completed contract documents.

Please contact the Agency on Aging's fiscal department at (559) 600-4405 to request hard copies of the blank worksheets if needed.

(Revised June 2015)

**FRESNO - MADERA AGENCY ON AGING
PERSONNEL BUDGET DETAIL: FY 2017-18**

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III C1 - Congregate Nutrition Site Management

CONTRACT NO: 18-0147
REVISION NO: _____

A.	POSITION TITLE		B. FTE % (40 Hrs = 100%)	C. FULL ANNUAL SALARY	D. % OF TIME ON PROGRAM	E. FMAAA GRANT	F. PROGRAM DONATIONS	G. DONATIONS C-2	H. MATCHING FUNDS	I. NON- MATCHING FUNDS	J. TOTAL PERSONNEL COSTS
	Community Service										
1.	Manager	Salary	100.0%	76,196	5.00%				3,810		3,810
	Community Service										
2.	Coordinator	Salary	100.0%	51,928	25.00%				12,982		12,982
	Senior Nutrition Program										
3.	Monitor	Salary	100.0%	38,844	50.00%				19,422		19,422
4.	Business Manager	Salary	100.0%	93,979	2.00%				1,880		1,880
5.	Program Leader II Bergon	Salary	48.0%	12,729	66.67%	8,486					8,486
6.	Program Leader II Pan Am	Salary	48.0%	12,729	66.67%	8,486					8,486
7.	Program Leader I Bergon	Salary	48.0%	10,982	52.00%	5,711					5,711
8.	Program Leader I Pan Am	Salary	48.0%	10,982	52.00%	1,322	1,286	1,457	1,646		5,711
9.		Salary									
10.		Salary									
Total Salaries <i>Page 2 Line 1 a ----></i>						24,005	1,286	1,457	39,740		66,488
Total Payroll Taxes <i>Page 2 Line 1 b ----></i>						1,081	58	66	833		2,038
Total Benefits <i>Page 2 Line 1 c ----></i>						2,914	156	177	24,506		27,753
TOTAL PERSONNEL COSTS <i>Page 2 Line 1 ----></i>						28,000	1,500	1,700	65,079		96,279

NOTE: If there is more than one employee per position, list each separately. Use additional pages as necessary.

IN-KIND PERSONNEL COSTS DESCRIPTION OF WORK PERFORMED	NUMBER OF VOLUNTEERS	AVE. ANNUAL HOURS PER VOLUNTEER	TOTAL ANNUAL HRS	RATE PER HOUR	TOTAL IN-KIND

(Revised June 2015)

**FRESNO - MADERA AREA AGENCY ON AGING
PROGRAM BUDGET BY INCOME SOURCE: FY 2017-2018**

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III C1 - Congregate Nutrition Site Management

CONTRACT NO: 18-0147
REVISION NO:

CATEGORY	A. FMAAA GRANT	B. PROGRAM DONATIONS	C. DONATIONS C-2	D. MATCHING FUNDS	E. NON- MATCHING FUNDS	F. TOTAL CASH	G. IN-KIND MATCH
1. SALARIES & BENEFITS							
a. Salaries	24,005	1,286	1,457	39,740		66,488	
b. Payroll Taxes	1,081	58	66	833		2,038	
c. Employee Benefits & Work. Comp.	2,914	156	177	24,506		27,753	
1. PERSONNEL COSTS	28,000	1,500	1,700	65,079		96,279	
2. TRAVEL AND TRAINING							
a. Staff Travel							
b. Volunteer Travel							
c. Training							
2. TRAVEL AND TRAINING							
3. EQUIPMENT PURCHASE (*)							
4. CONSULTANTS							
5. MEALS							
6. PROGRAM/SITE SUPPLIES (**)							
7 OTHER COSTS:							
a. Liability Insurance							
b. Telephone							
c. Office Supplies							
d. Postage							
e. Building Rent							
f. Building Maintenance							
g. Equipment Maintenance							
h. Vehicle Maintenance							
i. Utilities							
j. Printing							
k. Memberships/Licenses							
l. Subscriptions/Publications							
m. Advertising							
n.							
o.							
7. OTHER COSTS:							
TOTAL DIRECT COSTS	28,000	1,500	1,700	65,079		96,279	
8. INDIRECT COSTS (Attach narrative)							
TOTAL COSTS	28,000	1,500	1,700	65,079		96,279	

* List all proposed equipment purchases on page 4. (Equipment is an asset with a per item purchase price in excess of **\$500 including taxes, shipping and installation**)

** List all proposed purchases on page 4 of **single or individual** items with a cost in excess of **\$100 including taxes, shipping and installation**.

(Revised June 2015)

**FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF FUNDING SOURCES: FY 2017-18**

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III C1 - Congregate Nutrition Site Management

CONTRACT NO: 18-0147
REVISION NO:

	PROGRAM	
	B. CASH	C. IN-KIND
1. FMAAA Grant	28,000	
2. Program Donations:		
Current Year Program Donations	1,500	
Deferred Donations		
3. Home-Delivered Nutrition (C-2) Donations:		
Current Year Home-Delivered Nutrition (C-2) Donations	1,700	
Deferred Home-Delivered Nutrition (C-2) Donations		
4. Matching Funds - Cash & In-Kind (List Source):		
a. City of Madera General Fund	65,079	
b.		
c.		
d.		
5. Non-Matching Funds [Federal Funds/Other Program Match] - Cash & In-Kind (List Source):		
a.		
b.		
c.		
6. TOTAL FUNDING		
<i>(These totals must agree with the totals shown at the bottom of Page 2 column F and G)</i>	96,279	
Total from Page 2, Columns F and G	96,279	
Variance (must be zero)	0	0

(Revised June 2015)

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF PROGRAM/SITE SUPPLIES AND EQUIPMENT PURCHASES: FY 2017-18

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III C1 - Congregate Nutrition Site Management

CONTRACT NO: 18-0147
REVISION NO:

ITEM QUANTITY (Must List number)	Item Type / Description	Estimated Month of Purchase	Estimated per unit purchase cost (***)	How is the item to be used for the program the grant is funding?	Estimated amount paid by FMAAA / GRANT funding	Estimated amount paid by DONATION funding	Estimated amount paid by MATCH funding
1	PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING \$100 PER INDIVIDUAL OR SINGLE ITEM:						
a							
b							
c							
d							
e							
f							
g							
h							
i							
j							
k							
l							
m							
n							
o							
p							
q							
	TOTAL PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING \$100 PER INDIVIDUAL OR SINGLE ITEM:						
2	PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING \$500 PER INDIVIDUAL OR SINGLE ITEM:						
a							
b							
c							
d							
e							
	TOTAL PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING \$500 PER INDIVIDUAL OR SINGLE ITEM:						

*** Costs to include estimated purchase of the individual / single item to be purchased, any taxes, any shipping and installation costs.

EXHIBIT C

ANNUAL SUMMARY OF ACTIVITIES

PROGRAM: Elderly Nutrition Program Site Management

SERVICE PROVIDER: City of Madera

CONTRACT NUMBER: 18-0147

SITES: Two Sites in City of Madera (see below)

CONTRACT EFFECTIVE: July 1, 2017 to June 30, 2018

GOAL: The goal of the Elderly Nutrition Program is to reduce hunger and food insecurity; promote health and well-being; promote socialization; and delay adverse health conditions of older individuals.

DEFINITION: **Site Management** is defined as 1) oversight and responsibility for the day-to-day operations of an Elderly Nutrition Program nutrition site with respect to meals; 2) oversight of and responsibility for Elderly Nutrition Program staff and volunteers, including provision of required program training; 3) collection of required Elderly Nutrition Program data from program participants; 4) keeping records and preparing reports concerning meals ordered and served, nutrition volunteer hours, and donations; and 5) ensuring the Elderly Nutrition Program nutrition site meets all federal, state, and local regulations, including applicable licensing laws and ordinances related to food service operations and sanitation.

Congregate Nutrition Meal Sites
Frank Bergon Senior Center
Pan American Community Center

Meals are subject to allocation and reallocation at any time by the Agency on Aging based upon available funding and nutrition program participation. When allocations are imposed, any meals allocated but not served revert to the Agency on Aging for reallocation.

EXHIBIT D

PROGRAM COST EFFICIENCY

Not Applicable –

Elderly Nutrition Program
Site Management

EXHIBIT E PROGRAM NARRATIVE

1. AGENCY'S HISTORY OF SERVICE TO OLDER ADULTS

City of Madera	1907
Organization Name	Year Established

Type of Organization (Check One)			
X	City Government		Non-Profit 501(c)(3)
	County Government		For-Profit
	Joint Powers Authority (JPA)		Other: _____

List programs/services your organization provides for older adults, and the number of years your organization has provided the program/service.	
Program/Service	# of Years
Congregate Nutrition	33
Transportation	18
Health & Wellness Presentation / Fitness Classes	14
Recreational Activities	33
Leisure Trips	33
Adult Day Care	28

2. SERVICE AREA

Where will the contracted program be provided?		
Street Address	City	Zip Code
Frank Bergon Senior Center 238 South D Street	Madera	93638
Pan-American Community Center 703 E Sherwood Way	Madera	93638

EXHIBIT E
PROGRAM NARRATIVE

3. LANGUAGE TRANSLATION NEEDS & PROVISIONS

	Enter an "X" in the boxes below to indicate who speaks the language listed to the left.		
	Program Participants	Program Staff	Program Volunteers
English	X	X	X
Spanish	X	X	X
Hmong			
Arabic			
Armenian			
Cantonese			
Farsi (Persian)			
Filipino (Pilipino/Tagalog)			
Hindi			
Japanese			
Khmer (Cambodian)			
Khmu			
Korean			
Lao			
Mandarin (Putonghua)			
Mien (Yao)			
Mixteco			
Portuguese			
Punjabi			
Russian			
Thai			
Ukrainian			
Urdu			
Vietnamese			
Other: _____			

EXHIBIT E

PROGRAM NARRATIVE

What resources does your organization use, or have available to use, when interpretation is needed for a program participant?

The City of Madera has a translation technology system from an institute of Local Government (ILG) grant. The system is available to residents at council meetings and other large community events. Fifty such devices are available for special presentations to the senior population; they can also be used for those who are hearing impaired.

How does your organization provide the contracted service to individuals who speak a language that is not spoken by program staff or volunteers?

There are several staff and volunteers who are fluent in Spanish which is the common spoken other language. If other languages are needed, staff is available to assist.

4. CONFIDENTIALITY PROCEDURES

How does your organization protect the confidentiality of the program participant during verbal discussions? *(For example, asking the program participant for their date of birth, phone number, and any other information that identifies the individual and is needed to complete the client intake form)*

Confidentiality with our participants is done by providing a private place, most commonly a closed office.

How does your organization protect confidential information obtained from program participants, such as client intake forms, from disclosure?

Staff completes the intake form in a closed office and all records are kept in a locked cabinet and secured in the designated area. In-service regarding the need for confidentiality is continually given at staff meetings and no information is provided without the Director's approval.

EXHIBIT E
PROGRAM NARRATIVE

Contracted Program:	Title III C Nutrition Site Management
----------------------------	---------------------------------------

5. PROGRAM DESCRIPTION

Provide a brief description of how your organization provides the contracted program.

Nutrition site management is provided at two senior centers located in the City of Madera. The two sites serve a nutritious meal to seniors aged 60+ during the weekday (excluding holidays). Program leaders II are responsible for food safety awareness and guidelines as set forth by the Agency on Aging registered dietician. There is an opportunity to foster nutrition and health education programs and have guest speakers/presentations.

What was the primary accomplishment achieved by the contracted program in the past year?

The nutrition program assisted in meeting the nutrition needs of seniors who otherwise might not be able to prepare a balanced meal for themselves. It also provided a balanced meal for the homeless and low income senior who didn't have the resources to prepare a meal. The program provides an opportunity to socialize with other seniors while enjoying the meal together.

Please describe another accomplishment achieved by the contracted program in the past year.

The nutrition program provided at our two senior sites 14,368+ senior meals which contained fresh fruits and vegetables daily along with a variety of salads (summer months) that they may not have had due to financial situations.

6. CASE STUDY

Briefly describe how the contracted program successfully met the needs of a program participant in the past year. Do not use real names.

A senior stated: The nutrition program is a very important part of our lives as seniors living in this community. It's not only a place to have a meal together, but the socialization is crucial for depression, loneliness, and mental cognitive function. It is a safe place, with positive activities. The program has become a part of my life and I appreciate the program so much.

EXHIBIT E PROGRAM NARRATIVE

7. STAFFING

Please provide the names and titles of all staff listed in the Personnel section of the contract budget (Exhibit B).

Name	Title
Ozzie Naranjo	Community Programs Manager
Corinne Long-Folk	Community Programs Coordinator
Mark Etheridge	Business Manager
Susan Gonzales	Program Leader II – Pan American
Martha Pleitz	Program Leader I – Pan American
Lauren Magdaleno	Program Leader II – Frank Bergon
Marcella Zamilpa	Program Leader I – Frank Bergon
Yvonne Hamilton	Senior Nutrition Program Monitor

***Please provide the name and contact information for the person who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.**

Ozzie Naranjo	Community Programs Manager
<i>Name</i>	<i>Title</i>

559-661-5495	
<i>Telephone Number</i>	<i>E-mail Address</i>

➔ ***Attach the following documents to the “Documents Required to Execute Contract” checklist:**

- The **job description** for this position;
- The **resume** for the person occupying this position.

EXHIBIT E
PROGRAM NARRATIVE

8. SERVICE PROVIDER TIME FRAME

What days and hours will the Nutrition Site Management program be available? *(Please note that these are not necessarily the same hours your organization/facility is open.)*

Location	Days Open	Start Time	Close Time
Frank Bergon Senior Center	M-T-W-Th-F	8:00 am	2:00 pm
Pan-American Community Center	M-T-W-Th-F	8:00 am	2:00 pm

Month	Enter Dates of Holidays & Other Planned Closures	Total Days Service to be Provided
July 2017	7/4/17	20
August 2017		23
September 2017	9/4/17	20
October 2017	10/9/17	19
November 2017	11/10/17, 11/23/17, 11/24/17	19
December 2017	12/25/17	20
January 2018	1/1/18, 1/15/18	21
February 2018	2/19/18	19
March 2018		22
April 2018		21
May 2018	5/28/18	22
June 2018		21
Total Days of Contracted Service to be Provided under this Agreement:		247

EXHIBIT E PROGRAM NARRATIVE

9. PROGRAM EVALUATION/IMPROVEMENT

In reviewing the past year's performance, identify areas that your organization could focus on for improvement of the contracted program.

1. Volunteer's retention rate continues to be low, so continue training other part-time staff to assist the site program leader in making wellness calls to our nutrition participants who have not attended during the last month, will strengthen our wellness nutrition program.

How would participants of the contracted program benefit from these improvements?

1. Placing nutrition calls will enable staff to inquire about our participants wellness and give opportunity to provide resource information if needed.
2. Placing the calls will assist staff in providing menu information and generate regular program attendance and a healthier participant.

Describe the specific steps your organization will take to make these improvements during the current fiscal year.

1. Ensure that staff has had the annual confidentiality training
2. Scheduling specific time for staff to make the calls
3. Provide staff with training and information regarding resources to offer participants

Describe how you will know if your improvement efforts are successful, and how you will measure your achievements.

1. Response from participants during the wellness checks
2. Provide an annual survey to participants
3. Increase in nutrition meals ordered
4. Sign in sheets will provide participation data

EXHIBIT E PROGRAM NARRATIVE

10. OUTREACH ACTIVITIES/TARGETING PLAN (22 CCR § 7310, WIC § 9103)

Targeted Group of Older Individuals	How will the Targeted Group be informed of the contracted program & encouraged to participate?	Month(s) Scheduled
Reside in rural areas	Information is listed in the activity guide and are disseminated at rural commodities/food distribution sites, posted on Facebook, and Madera CAPMC	Monthly
Greatest economic need (Income level at or below the federal poverty line)	Activity guide is dispersed at food distributions, senior centers, business expo, two annual senior BBQ's, MCH Home Health, Camarena Health Center, Farmer's Market, Home Delivered Meals	Ongoing Sept '17 May '18 June '18
Greatest social need (Need caused by non-economic factors)	Activity guide is dispersed at food distributions, senior centers, business expo, two annual senior BBQ's, MCH Home Health, Camarena Health Center, Farmer's Market, Home Delivered Meals	Ongoing Sept '17 May '18 June '18
Native Americans	The information is posted on Facebook, and the activity guides are given to Camarena Health and the Business Expo.	Ongoing July '17 June '18
Minorities with greatest economic and/or social need	The activity guide is available at senior centers, monthly food distribution and posted on Facebook. Provided to health agencies, health fairs, school fairs, Senior BBQ's, home delivered meals and senior dances	Ongoing
Limited English proficiency	The activity guide is published in English and Spanish The program is listed on Facebook. Senior center staff speak Spanish and can assist with information	Ongoing
Severe disabilities (Severe, chronic physical and/or mental impairment that is likely to continue indefinitely & results in substantial functional limitation in 3 or more major life activities)	The activity guide is provided to the agencies that serve disabilities: ARP, Star Center, Madera Home Health, Behavioral Health, Mental Health Services and Home Delivered Meals and SNAP	Ongoing
Alzheimer's disease or related disorders with neurological & organic brain dysfunction (and the caregivers of these individuals)	The Adult Day Care Center brochure and activity guide is given to all potential and current participants families, support groups, senior centers, VCRC, Business Expo, Health Agencies, Movies in the Park health fairs, MCH, and Behavioral Health, health fairs, local agencies	Ongoing July '17 August '17 May '18 June '18
Lesbian, gay, bisexual, or transgender	The activity guide is available on our City website along with the regular posting on Facebook. Activity guide is given to Home Delivered Meals participants	Ongoing

EXHIBIT E
PROGRAM NARRATIVE

EXHIBIT F

SERVICE PROVIDER EMERGENCY RESOURCE INFORMATION

Please complete for each location from which contracted services are offered.

Organization	City of Madera
Site Name	Frank Bergon Senior Center
Street Address	238 South D Street
City/ST/Zip	Madera, CA 93638

Primary Contact	Ozzie Naranjo		
Job Title	Community Programs Manager	E-mail	Onaranjo@cityofmadera.com
Office Phone	559-661-5495	Cell Phone	

Secondary Contact:	Corinne Long-Folk		
Job Title	Community Programs Coordinator	E-mail	cfolk@cityofmadera.com
Office Phone	559-661-5489	Cell Phone	559-232-3380

Please check all emergency services that could be provided from this site:			
<input type="checkbox"/>	Emergency Power/Generator	<input type="checkbox"/>	CB Radio
<input checked="" type="checkbox"/>	Emergency First Aid	<input type="checkbox"/>	Ham Radio
<input checked="" type="checkbox"/>	Cooking Facilities	<input checked="" type="checkbox"/>	Internet Access
<input checked="" type="checkbox"/>	Distribution Site for Food & Water	<input checked="" type="checkbox"/>	Spanish Translation
<input type="checkbox"/>	Counseling Services	<input type="checkbox"/>	Sign Language Translation
<input type="checkbox"/>	Home/Neighborhood Cleanup	<input type="checkbox"/>	Other Translation:

	Yes	No
Can this site provide temporary shelter space for 48 hours or more in the event of an emergency?	X	
Is this site able to help with assessing the needs of older individuals in the neighborhood or community following a disaster?	X	
Following a major disaster, can this site help transport older individuals to disaster services?		X
Does this site have a dedicated vehicle that is lift-equipped?		X
Given the resources, can this site expand meal services following a disaster to meet needs in the community?	X	

How many people can this facility provide emergency shelter for?	100
How many days can this facility function using its back-up power source?	0
How many gallons of water are stored on-site as an emergency supply?	0

Please list any additional services your site can provide in the event of a disaster:	N/A
---	-----

EXHIBIT F

SERVICE PROVIDER EMERGENCY RESOURCE INFORMATION

Please complete for each location from which contracted services are offered.

Organization	City of Madera
Site Name	Pan American Community Center
Street Address	703 East Sherwood
City/ST/Zip	Madera, CA 93638

Primary Contact	Ozzie Naranjo		
Job Title	Community Programs Manager	E-mail	onaranjo@cityofmadera.com
Office Phone	559-661-5495	Cell Phone	

Secondary Contact:	Corinne Long-Folk		
Job Title	Community Programs Coordinator	E-mail	cfolk@cityofmadera.com
Office Phone	559-661-5489	Cell Phone	559-232-3380

Please check all emergency services that could be provided from this site:			
<input type="checkbox"/>	Emergency Power/Generator	<input type="checkbox"/>	CB Radio
<input checked="" type="checkbox"/>	Emergency First Aid	<input type="checkbox"/>	Ham Radio
<input checked="" type="checkbox"/>	Cooking Facilities	<input checked="" type="checkbox"/>	Internet Access
<input checked="" type="checkbox"/>	Distribution Site for Food & Water	<input checked="" type="checkbox"/>	Spanish Translation
<input type="checkbox"/>	Counseling Services	<input type="checkbox"/>	Sign Language Translation
<input type="checkbox"/>	Home/Neighborhood Cleanup	<input type="checkbox"/>	Other Translation:

	Yes	No
Can this site provide temporary shelter space for 48 hours or more in the event of an emergency?	x	
Is this site able to help with assessing the needs of older individuals in the neighborhood or community following a disaster?	x	
Following a major disaster, can this site help transport older individuals to disaster services?		x
Does this site have a dedicated vehicle that is lift-equipped?		x
Given the resources, can this site expand meal services following a disaster to meet needs in the community?	x	

How many people can this facility provide emergency shelter for?	390
How many days can this facility function using its back-up power source?	0
How many gallons of water are stored on-site as an emergency supply?	0

Internal Revenue Service

Date: October 3, 2007

CITY OF MADERA
FINANCE DEPARTMENT
105 W 4TH ST
MADERA CA 93637-3527 050

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Mrs. Bonnie Lawson #17-57098
Customer Service Representative
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
94-6000365

Dear Sir or Madam:

This is in response to your request of October 3, 2007, regarding your organization's federal tax status.

Our records indicate that your organization may be a governmental instrumentality or a political subdivision of a state.

A provision of the Internal Revenue Code imposes a tax on the income of governmental units (such as states and their political subdivisions). Therefore, it has been the position of the Service that income of governmental units is not generally subject to federal income taxation. If, however, an entity is not itself a governmental unit but is an "integral part" thereof, its income will be subject to tax unless an exclusion or exemption applies.

An exclusion is provided by section 115(1) of the Code, which excludes from gross income:

"...income derived from ... the exercise of any essential governmental function and accruing to a State or any political subdivision thereof ..."

Your organization's income may not be subject to tax, either because the organization is a governmental unit or an "integral part" thereof, or because the income is excluded under section 115. In addition, your organization may also be eligible to receive charitable contributions, which are deductible for federal income, estate, and gift tax purposes. Also, your organization is probably exempt from many federal excise taxes.

Your organization may obtain a letter ruling on its status under section 115 by following the procedures set forth in Rev. Proc. 2002-1 or its successor.

Your organization may also qualify for exemption from federal income tax as an organization described in section 501(c)(3) of the Code. If the organization is an entity separate from the state, county, or municipal government, and if it does not have powers or purposes inconsistent with exemption (such as the power to tax or exercise enforcement of regulatory powers), your organization would qualify under section 501(c)(3). To obtain exemption, complete Form 1023 and pay the required user fee.

14-6000365

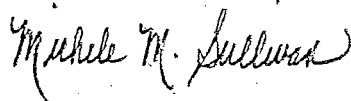
Sometimes governmental units are asked to provide proof of their status as part of a grant application. If your organization is applying for a grant from a private foundation, the foundation may be requesting certain information from your organization because of the restrictions imposed by the Code on such foundations. One such restriction imposes a tax on private foundations that make any "taxable expenditures." Under section 4945(d) and (h) of the Code, "taxable expenditures" include (1) any grant to an organization (unless excepted), unless the foundation exercises "expenditure responsibility" with respect to the grant; and (2) any expenditure for non-charitable purposes. Under section 4942 of the Code, private foundations must also distribute certain amounts for charitable purposes each year--"qualifying distributions"--or incur a tax on the undistributed amount. "Qualifying distributions" include certain amounts paid to accomplish charitable purposes.

Private foundation grants to governmental units for public or charitable purposes are not taxable expenditures under these provisions, regardless of whether the foundation exercises "expenditure responsibility." Under section 53.4945-5(a)(4)(ii) of the Foundation and Similar Excise Tax Regulations, expenditure responsibility is not required for grants for charitable purposes to governmental units (as defined in section 170(c)(1) of the Code). Similarly, grants to governmental units for public purposes are "qualifying distributions", under section 53.4942(a)-3(a) of the regulations; and, if they are for charitable purposes, will not be taxable expenditures, under section 53.4945-6(a) of the regulations. Most grants to governmental units will qualify as being for charitable (as well as public) purposes.

Because of these restrictions, some private foundations require grant applicants to submit a letter from the grantee certifying that the grant is for charitable purposes, or a letter, or an underlying requirement that a grantee be a public charity, is not legally required to be removed from the restrictions described above, when the prospective grantee is a governmental unit and the grant is for qualifying (public or charitable) purposes.

We believe this general information will be of assistance to your organization. This letter, however, is not a contract and may not be relied on as such. If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



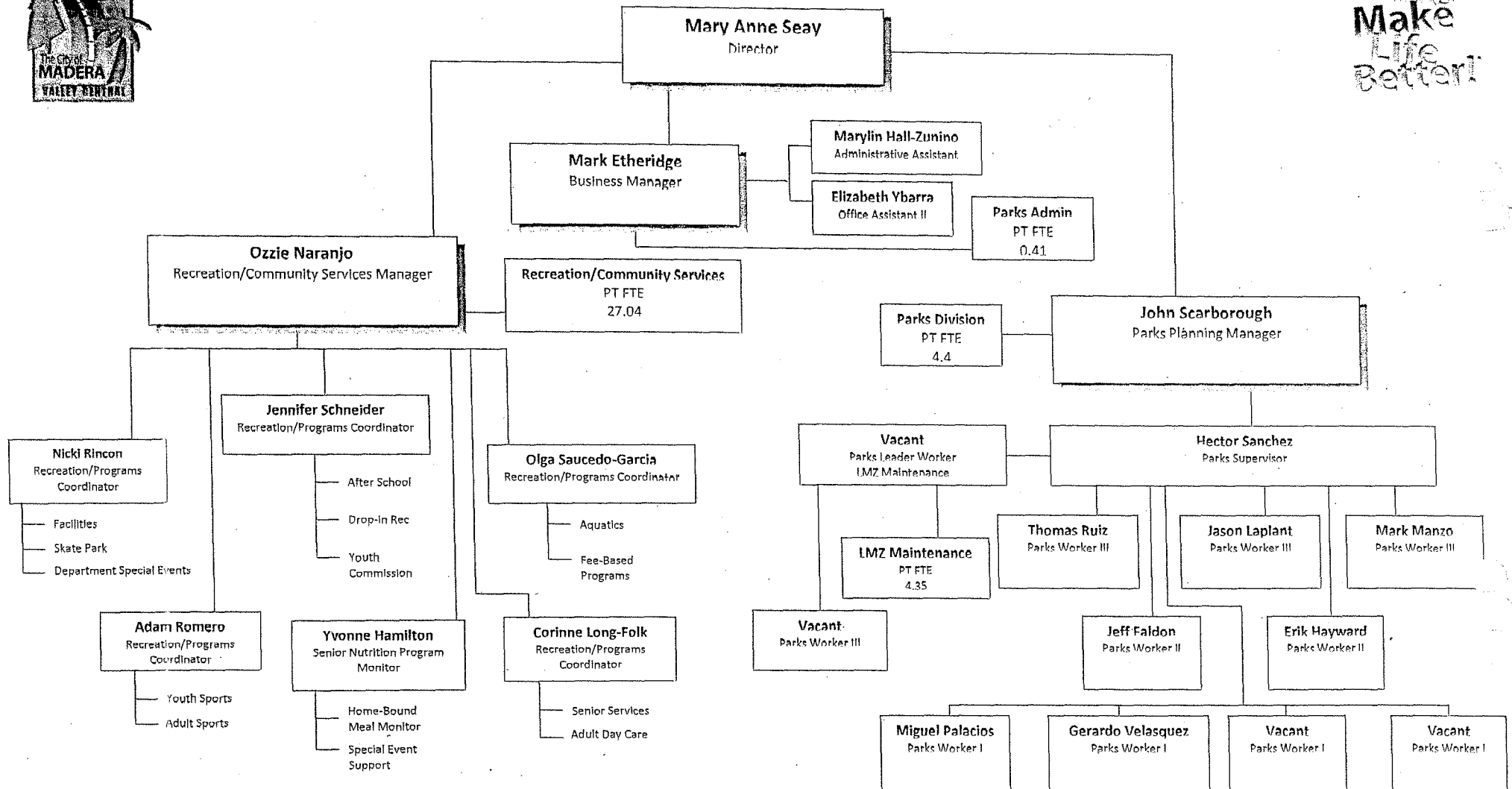
Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations 1



City of Madera

Parks & Community Services

Parks
Make
Life
Better!



CITY OF MADERA

RECREATION/COMMUNITY PROGRAMS MANAGER

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under direction, plans, manages, and oversees the activities of a variety of county-wide senior citizen's services, community recreational and leisure activities, and the operation and maintenance of program sites, including public use and rental of facilities. Identifies potential funding resources and administers grants; serves as a technical resource for assigned work personnel; provides responsible and complex staff support to the Director of Parks and Community Services. Performs other duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Recreation/Community Programs Manager** is a division manager within the Parks and Community Services Department exercising full responsibility for planning, organizing and directing the work activities of the recreation/community programs division. This classification is distinguished from the higher level classification of Director of Parks and Community Services in that the Director has overall responsibility for management of the Parks and Community Services Department.

SUPERVISION RECEIVED AND EXERCISED:

Receives direction from the Director of Parks and Community Services. Exercises direct and indirect supervision over assigned professional, technical, and clerical staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Oversees and/or participates in the development, implementation and maintenance of the division goals, objectives, policies and procedures; ensures that program goals are achieved.
- Plans, coordinates and reviews the work plan for recreation and community programs which may include program design, contract development and monitoring, and program site maintenance and repair; provides administrative and technical direction to lower level staff; ensures compliance with various reporting requirements.
- Coordinates in the selection and training of division personnel; assumes responsibility for motivating and evaluating assigned personnel; provides necessary training; initiates discipline procedures as is appropriate; recruits, hires and manages division staff; assigns work to division staff and office personnel; monitors work activities to ensure safe work practices, work quality and accuracy; ensures compliance to applicable rules, policies and

RECREATION/COMMUNITY PROGRAMS MANAGER

Page 2 of 3

procedures.

- Analyzes program services and evaluates changing and developing program needs; seeks out and applies for grants and donations for program funding; administers grants to ensure compliance with regulations. Prepares and administers annual budget for the division; monitors expenditures; coordinates division activities with agencies and non-profit services.
- Supervises and participates in the design, preparation and distribution of program publicity including press releases, brochures, pamphlets, flyers and printed schedules; represents the department on various community-wide and City committees.
- Prepares and provides complex reports, correspondence, staff reports, ordinances, and resolutions to the City Administrator, City Council, committees, City departments, outside agencies and the public; makes oral presentations and participates in organizational and community group meetings; responds to questions and inquiries, and investigates complaints
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer key board. Additionally, the position requires near and far vision in reading written reports and work related documents and acute hearing is required when providing phone and face-to-face service. In addition, incumbents may be required to lift equipment and materials weighing in excess of 25 pounds.

QUALIFICATIONS *(The following are minimal qualifications necessary for entry into the classification)*

Experience and Education: Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Recreation/Community Programs Manager**. A typical way of obtaining the required qualifications is to possess the equivalent of six (6) years of increasingly responsible supervisory experience in the delivery of human services, seniors' program, leisure time services, and/or recreation services, and the equivalent to a Bachelor's degree in Recreation, Business or Public Administration, or a related field.

License Required:

Possession of, or ability to obtain, a valid Class C California driver's license.

KNOWLEDGE, ABILITIES AND SKILLS:

(The following are a representative sample of the KAS's necessary to perform typical tasks of the position)

Knowledge of:

Recreation, cultural and leisure needs of youth, teen, adult, and senior populations of the community; procedures for planning, implementing and maintaining a variety of recreation and leisure time activities and programs through community participation; laws, codes and regulations relating to the provision of senior services; standard program evaluation methods and report writing procedures; principles of grant writing and administration; principles and practices of program administration including budgeting marketing, purchasing and program needs forecasting; principles and techniques used in supervision, training and performance evaluation.

Ability to:

Plan, assign and supervise the work of staff involved in administering grant funded programs, including establishing budgets, selecting contractors, monitoring performance and authorizing payment; understand the organization and operation of the assigned duties, other city departments and outside agencies as necessary to assume assigned responsibilities; evaluate community services needs and recommend alternatives and reach sound conclusions; plan, organize, direct and evaluate the work of subordinate staff; coordinate multiple projects, programs and cooperative ventures; supervise and participate in the establishment of division goals, objectives and methods for evaluating achievement and performance levels; supervise, communicate clearly and concisely, both orally and in writing, including preparing/presenting various documentation and reports; and establish and maintain effective work relationships with City staff, elected/appointed officials, commissions, and the public.

Skill to:

Operate an office computer and a variety of word processing and software applications.

OSVALDO NARANJO

622 E. University - Fresno, California 93704
(559) 442-0409 or (559) 860-9506

EXPERIENCE

CITY OF FRESNO - Department of Parks, Afterschool, Recreation and Community Services

Community Recreation Supervisor I

November, 2008 to Present

I coordinated the administrative and management operations in the following program area: Fresno Building everyone's skills for tomorrow (BEST) programming. Duties included: program related report writing; program development; measurement and assessment of programs and services; recruiting, hiring, training, motivating and evaluating 20 - 35 employees; developing and maintaining community collaborations; preparing and tracking program budgets; leveraging allocated resources through partnerships and private support dollars; marketing Department programs and services; and building community support for Department efforts. (Bilingual- Spanish)

CITY OF FRESNO - Department of Parks, Afterschool, Recreation and Community Services

Community Recreation Supervisor II - Acting

September, 2007 to November, 2008

I coordinated the administrative and management operations in the following program areas: senior hot meals, senior recreation programs, science programming, life and environmental science programming and social service funding. Duties included: program related report writing; program development; measurement and assessment of programs and services; recruiting, hiring, training, motivating and evaluating 55 - 75 employees; developing and maintaining community collaborations.

CITY OF FRESNO - Department of Parks, Afterschool, Recreation and Community Services

Community Recreation Supervisor I

November, 2006 to September, 2007

I managed the daily operations in the following program areas: senior hot meals, senior recreation programs, and therapeutic recreation programs. Duties included: planning and implementing recreation and human development programs and services; supervising, hiring, evaluating, and training for 20 - 30 temporary recreation leaders, aides; program measurement; and assessing the community's recreation and leisure needs.

CITY OF FRESNO - Department of Parks, Afterschool, Recreation and Community Services

Community Recreation Supervisor I - Acting Duties

September, 2003 to November, 2006

I managed the daily operations in the following program areas: senior hot meals, senior recreation programs, and therapeutic recreation programs. Duties included: planning and implementing recreation and human development programs and services; supervising, hiring, evaluating, and training for 20 - 30 temporary recreation leaders, aides; program measurement; and assessing the community's recreation and leisure needs.

CITY OF FRESNO - Department of Parks, Afterschool, Recreation and Community Services

Services Aid

August, 1995 to September, 2003

I planned and implemented programs for the daily operations in the following program areas: afterschool recreation, therapeutic recreation programs, neighborhood park recreation programs and senior hot meal and recreation programs. Duties included: planning and implementing recreation and human development programs and services; assisted in the supervision, evaluating, and training of fellow staff; Maintained program attendance records and created program reports, program measurement; and assessing the community's recreation and leisure needs.

MALLORCA, SPAIN - REAL Club Deportivo Mallorca -

Professional Soccer Player

February, 1996 to August, 1996

I trained daily to prepare for matches and interaction with community leaders and residents. Club hosted soccer camps for over 800 youth. I was responsible for leading instructive training sessions for up to 50 youth at a time. I was trained on how to deal with media and public relations. This experience really helped me understand cultural differences and gave me a better understanding of various cultures and has equipped me to be very respectful of cultural diversity as well as dealing with the public and media.

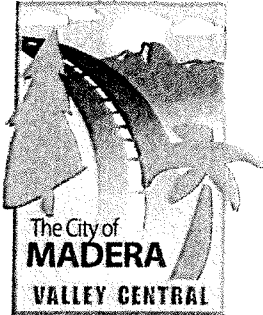
EDUCATION

COMMUNITY COLLEGE, FRESNO

Associate of Arts, Liberal Studies - 52 Units Completed

Clovis Unified School District, Clovis High

Diploma, High School



City of Madera

Notice of Council Reorganization

The City Council of the City of Madera, at its Regular Meeting held on Wednesday, December 7, 2016, reorganized as follows:

MAYOR

ANDREW J. MEDELLIN

(Mayor Term Ending December 2020)

MAYOR PRO TEM

CECE FOLEY GALLEGOS, District 1

(Mayor Pro Tem Term Ending December 2017)
(Council Member Term Ending December 2018)

COUNCIL MEMBER

JOSE RODRIGUEZ, District 2

(Council Member Term Ending December 2020)

COUNCIL MEMBER

DONALD E. HOLLEY, District 6

(Council Member Term Ending December 2020)

COUNCIL MEMBER

DEREK O. ROBINSON SR., District 4

(Council Member Term Ending December 2020)

COUNCIL MEMBER

WILLIAM OLIVER, District 3

(Council Member Term Ending December 2018)

COUNCIL MEMBER

CHARLES F. RIGBY, District 5

(Council Member Term Ending December 2018)

Regular meetings of the Madera City Council are held on the first and third Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall located at 205 West Fourth Street, Madera, California 93637.



Fiscal Year 2017-2018 Contract
between
City of Madera
and
Fresno-Madera Area Agency on Aging

Contract No. 18-0144
Transportation

DOCUMENTS REQUIRED TO EXECUTE CONTRACT

Please return two sets of all contract pages in the order provided by the Agency on Aging.

The following contract documents require signatures and entries on both sets of documents.

Enter **original signatures in ink** on **both** sets of documents; type entries on each form.

- ☐ **Page 2, Area Plan Grant Award Contract**
Two Signatures needed: 1) Individual named on Exhibit E, page 5, as having primary, hands-on involvement & oversight of day-to-day operations; & 2) individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix A, Resolution of Authorization to Contract**
Must contain signature of chair of service provider's governing board.
- ☐ **Appendix B, Certification**
Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix C, Contractor/Vendor Confidentiality Statement**
Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix K, Request for Taxpayer Identification Number and Certification (W-9)**
Part II, Certification, must contain signature of individual authorized by governing board to execute the contract (see Appendix A).

The following contract documents require typed entries on both sets of documents:

- ☐ **Appendix D, Method of Providing Audit Compliance**
- ☐ **Exhibit B, Budget**
- ☐ **Exhibit E, Program Narrative**
- ☐ **Exhibit F, Service Provider Emergency Resource Information**

Please attach two sets of the following to this page:

- ☐ **1. Certificate(s) of Insurance** *Please review Article XV of Agreement prior to arranging for certificates to ensure all contractual requirements for insurance certificates are met.*
- ☐ **2. Copy of IRS Determination Letter of Tax Exempt Status**
- ☐ **3. Organizational chart**, including names and position titles for contracted program
- ☐ **4. Job Description and Resume** of individual named on Exhibit E, page 5, who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program
- ☐ **5. List of Governing Board members**
- ☐ **6. List of Advisory Council or Advisory Committee members** (if applicable)
- ☐ **7. Current Program Newsletter and/or Flyer** used to promote the contracted program

Area Plan Grant Award

Table of Contents

Documents Required to Execute Contract.....	i
CONTRACT.....	1
AREA PLAN GRANT AWARD TERMS AND CONDITIONS DECLARATION.....	3
Article I. Definitions and Resolutions of Language Conflicts	3
Article II. Agreement	5
Article III. Term of Agreement	5
Article IV. Reasonableness of Compensation	6
Article V. Assurances	6
Article VI. Funds	23
Article VII. Budget and Budget Revision.....	26
Article VIII. Payment.....	30
Article IX. Subcontracts	31
Article X. Records and Reports	32
Article XI. Property	34
Article XII. Access	36
Article XIII. Monitoring and Evaluation.....	37
Article XIV. Audit Requirements.....	37
Article XV. Insurance	42
Article XVI. Donations.....	44
Article XVII. Termination	45
Article XVIII. Remedies and Appeal Process.....	48
Article XIX. Amendments, Revisions or Modifications	48
Article XX. Noticing	49

Area Plan Grant Award

Table of Contents (Continued)

APPENDICES

Resolution of Authorization to Contract	Appendix A
Certification	Appendix B
Contractor/Vendor Confidentiality Statement	Appendix C
Method of Providing Audit Compliance	Appendix D
Required Reports and Due Dates	Appendix E
Sanction Policy	Appendix F
Appeal Procedure for Service Providers	Appendix G
Fresno-Madera Area Agency on Aging Contact List for Service Providers	Appendix H
Fresno-Madera Area Agency on Aging Emergency Contact Information	Appendix I
Community Focal Points List	Appendix J
Request for Taxpayer Identification Number and Certification	Appendix K

EXHIBITS

Program Exhibit	Exhibit A
Budget	Exhibit B
Annual Summary of Activities	Exhibit C
Program Cost Efficiency	Exhibit D
Program Narrative	Exhibit E
Service Provider Emergency Resource Information	Exhibit F

CONTRACT BETWEEN
CITY OF MADERA
AS SERVICE PROVIDER
AND
FRESNO-MADERA AREA AGENCY ON AGING
(HEREINAFTER REFERRED TO AS AGENCY ON AGING)
3837 NORTH CLARK STREET
FRESNO, CA 93726

- A. Name and principal address of service contractor (hereinafter referred to as service provider):

City of Madera
701 East 5th Street
Madera, CA 93638

- B. The starting date of this Agreement shall not precede the date the Agreement is signed by both parties hereto. The term of this Agreement is from July 1, 2017 to June 30, 2018, subject, however, to earlier termination as provided herein.
- C. No expenditure or obligation for the funding allocation for the July 1, 2017 through September 30, 2017 period may be incurred after September 30, 2017. No expenditure or obligation for the funding allocation for the October 1, 2017 through June 30, 2018 period may be incurred after June 30, 2018.
- D. Maximum funds available for the following program, **contingent upon sufficient funds made available from the State of California to the Agency on Aging and/or by the U.S. Government or the Budget Acts of the appropriate fiscal years for the purposes of this program::**

Approved by Fresno-Madera Area Agency on Aging Governing Board on May 18, 2017			
Federal Grantor:	U.S. Department of Health and Human Services		
Pass Through Grantor:	Fresno-Madera Area Agency on Aging		
Older Americans Act Title:	Title III B Supportive Services, Federal CFDA No. 93.044		
Service	Agency on Aging Contract No.	Funding Period	Grant Amount
Transportation	18-0144	July 2017 - September 2017	\$3,510
		October 2017 - June 2018	\$10,529
Total Fiscal Year 2017-2018 Grant Award:			\$14,039

- E. This document together with any attached program exhibits, assurances, budgets, and narratives is a firm agreement to provide services for older Americans in Fresno and/or Madera counties (including cities contained therein) as specified in a manner consistent with the intent of, and regulations applicable to, service programs under Title III/VII of the Older Americans Act as amended.
- F. The provisions of the Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX) attached thereto, plus all enclosures listed, herein, constitute a part of this contract.

FOR SERVICE PROVIDER:

Signature of individual named on Exhibit E, page 5, as having primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.

Date

Mary Anne Seay

Director, Parks and
Community Services
Department

Type Name

Title

Signature of Authorized Contracting Official
(Refer to Appendix A)

Date

Andrew J. Medellin

Mayor

Type Name

Title

94-6000365

Contractor Federal Employer I.D. Number

FOR FRESNO-MADERA AREA AGENCY ON AGING:

Signature

Date

Paul B. Bustamante, CPA

Director of Finance

Type Name

Title

**ADDENDUM TO
CONTRACT NO. 18-0144
BETWEEN
CITY OF MADERA
AS SERVICE PROVIDER
AND
FRESNO-MADERA AREA AGENCY ON AGING
(HEREINAFTER REFERRED TO AS AGENCY ON AGING)
3837 NORTH CLARK STREET
FRESNO, CA 93726**

The following provisions of the Area Plan Grant Terms and Conditions Declaration (Articles I through XX) attached thereto, are modified as follows:

Article XV, Insurance, Section J (pages 43-44):

Now, therefore, the Fresno-Madera Area Agency on Aging and the City of Madera agree to the following:

The Fresno-Madera Area Agency on Aging shall indemnify and save harmless the City of Madera, its officers, agents, employees, and servants from all claims, suits or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of the Fresno-Madera Area on Aging, its officers, agents, employees and/or servants in connection with this Agreement.

The City of Madera shall indemnify and save harmless the Fresno-Madera Area Agency on Aging, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of the City of Madera, its officers, agents, employees, and/or servants in connection with this Agreement.

FRESNO-MADERA AREA AGENCY ON AGING AREA PLAN GRANT AWARD TERMS AND CONDITIONS DECLARATION

Activities under this award shall be carried out in accordance with Title III and Title VII of the Older Americans Act of 1965, as amended (United States Code Title 42, Section 3001); the program regulations and policy directives relating thereto; federal and State laws; and the California Welfare and Institutions Code, Sections 9000-9023, all of which are, or may be, operative during the term of this sub-grant award. This Agreement incorporates the terms and conditions which support an award of Area Plan Funds.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

- A. "Agency on Aging" and "FMAAA" means the Fresno-Madera Area Agency on Aging interchangeably.
- B. "Agreement" or "Contract" shall mean the Fresno-Madera Area Agency on Aging Area Plan Agreement; Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX); Appendices; Program Exhibits; Budget Display; Attachments; Amendments; and any other documents incorporated by reference, unless otherwise provided in this Article.
- C. "Contractor" or "Service Provider" means the legal entity awarded funds under this Agreement and which is accountable to the Agency on Aging, the State, and/or federal government for use of these funds and which is responsible for executing the provisions for services provided under this Agreement.
- D. "CCR" means California Code of Regulations.
- E. "CFR" means Code of Federal Regulations.
- F. "In-Kind Contributions" means the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.).
- G. "Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.
- H. "OAA" means Older Americans Act.
- I. "OMB" means the federal Office of Management and Budget.
- J. "Program Income" means revenue generated by an Area Agency on Aging or Contractor from contract-supported activities. Program Income is:

1. Voluntary contributions received from a participant or responsible party for services received.
 2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 3. Royalties received on patents and copyrights from contract-supported activities.
 4. Proceeds from the sale of items fabricated under a contract Agreement.
- K. "PSA 14" means the State Planning and Service Area comprised of Fresno and Madera Counties.
- L. "Reimbursable item" also means "allowable cost" and "compensable item."
- M. "State" and "Department" means the State of California and the California Department of Aging (CDA) interchangeably.
- N. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor Agreements that provide for the provision of goods or services to the Contractor during the Contractor's performance of this Agreement.
- O. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.
- P. "USC" means United States Code.
- Q. As used throughout this Agreement, the term "shall" is mandatory; the term "may" is permissive.
- R. The terms and conditions of this grant award and other requirements have the following order of precedence if there is any conflict in what they require:
1. The Older Americans Act of 1965 and Amendments of 2016 (OAA as amended).
 2. Other applicable federal statutes and their implementing regulations.
 3. Older Californians Act.

4. Title 22 CCR §7000 et. seq.
5. Contract Agreement, including Area Plan Grant Award Terms and Conditions Declaration, all Appendices, all Exhibits, and any amendments thereto.
6. Any other documents incorporated herein by reference, including, if applicable, the federal Health and Human Services (HHS) terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>
7. Program memos and other guidance issued by the California Department of Aging.

ARTICLE II. AGREEMENT

- A. All elements of this Agreement, as defined in Article I, Section B, and as approved by the Agency on Aging in making this award, are hereby incorporated by reference, as if fully set forth herein.
- B. Time is of the essence in this Agreement. All contracts must be signed and returned to the Fresno-Madera Area Agency on Aging within forty-five (45) days of the date on the contract cover letter. If the signed contract is not returned by the designated date and there has been no approval granted, then the funds may be reallocated by the Fresno-Madera Area Agency on Aging Governing Board. The Agency on Aging will send a Notice of Termination of Negotiations to the non-responsive Service Provider on the 46th day from the date of the contract cover letter by certified mail. A copy of the Fresno-Madera Area Agency on Aging Appeal Procedure will be sent with the letter.
- C. A copy of this Agreement is on file and available for inspection at the Fresno-Madera Agency on Aging, 3837 North Clark Street, Fresno, CA 93726.

ARTICLE III. TERM OF AGREEMENT

- A. This Agreement is of no force or effect until signed by both parties hereto and approved by the Agency on Aging. The Contractor may not commence performance until such approval has been obtained, or until a signed Letter of Authority has been provided by the Agency on Aging.
- B. The term of this Agreement is from July 1, 2017, through June 30, 2018, at which time the Agreement expires, subject however, to earlier

termination or cancellation as herein provided. Contract awards are limited to a one-year period; however, at the discretion of the Agency on Aging, contracts may be renegotiated up to a maximum of three additional one-year periods subject to annual renegotiation and availability of federal, State, and local funding.

- C. Should the Contractor or subcontractor begin work in advance of receiving notice that the Agreement is approved, and before obtaining a signed Letter of Authority from the Agency on Aging, that work may be considered as having been performed at-risk as a mere volunteer and may not be reimbursed or compensated.

ARTICLE IV. REASONABLENESS OF COMPENSATION

Compensation for work or services performed under this Agreement shall be reasonable and based on an analysis of job requirements and comparability with similar work or services in the local labor market.

ARTICLE V. ASSURANCES

A. Agreement Authorization

1. If a public entity, the Contractor shall submit to the Agency on Aging a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private entity, the Contractor shall submit to the Agency on Aging an authorization by the Governing Board of the Contractor to execute this Agreement, referencing this Agreement number. These documents, including minute orders, must also identify the action taken.
2. Documentation in the form of a resolution, order, or motion by the Governing Board of the Contractor is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the designee to execute the original and all subsequent amendments to this Agreement.

B. Administration

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

- a. Any grant awards to for-profit entities are subject to review and approval by the California Department of Aging prior to issuance of a contract by the Agency on Aging to the Contractor. [22 CCR §7362]
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
3. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with the Agency on Aging until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.
4. This Agreement is not assignable by the Contractor, either in whole or in part, without the written consent of the Agency on Aging in the form of a formal written amendment.
5. The Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State or the Agency on Aging.
6. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect and shall not be affected.

C. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred or suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. [45 CFR §92.35]
 - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local)

transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in Section B.1 of this Article.
 - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
- 2. The Contractor shall report immediately to the Agency on Aging, in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Agency on Aging.
 - 3. The Contractor agrees to timely execute any and all amendments to this Agreement or certificates, other required documentation relating to the Subcontractor's debarment/suspension status.
 - 4. The Contractor shall notify the Agency on Aging immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

D. Law, Policy and Procedure, Licenses, and Certificates

- 1. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- 2. The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

E. Provision of Services, Staffing, and Standards of Work

1. The Contractor shall ensure the provision of services under this Agreement, as specified by the attached exhibits, which are hereby incorporated by reference. Inadequate performance or failure to make progress so as to endanger performance of this Agreement may result in imposition of sanctions as described in Appendix F, *Sanction Policy*, or termination of the Agreement as described in Article XVII, *Termination*.
2. The Contractor shall make every effort to meet the goals and objectives stipulated in this Agreement. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, the Agency on Aging. A service unit reduction that impacts the Agency's ability to provide service levels defined in its Area Plan or Area Plan Update service unit objectives requires:
 - a. Written approval from the California Department of Aging to the Agency on Aging if such reduction is greater than 10 (ten) percent.
 - b. An Amendment to the Agency on Aging's Area Plan if such reduction is greater than 20 (twenty) percent, including a public hearing; approval by the Agency's Governing Board and Advisory Council chairpersons and the Agency's Executive Director; and approval by the California Department of Aging. [22 CCR §7306(a)]
3. The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.
4. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
5. The Contractor shall make staff available to the Agency on Aging for training and meetings, which the Agency on Aging may find necessary from time to time.

F. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

G. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (Appendix B), which are hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs, and Activities (Title VI of the Civil Rights Act of 1964)

Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 USC §2000d; 45 CFR §80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs, and Activities

Contractor shall, unless exempted, ensure compliance with the requirements of California Government Code §11135 et seq., and 2 CCR §11140 et seq., which prohibit recipients of State financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR §98323]

3. California Civil Rights Laws

The Contractor shall ensure compliance with the requirements of California Public Contract Code §2010. The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (California Civil Code §51) and the Fair Employment and Housing Act (California Government Code §12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC §12101 et seq.]

5. During the performance of this Agreement, the Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital

status, and denial of family care leave. The Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (2 CCR §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

6. Adhere to 48 CFR 3.908, implementing Section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Public Law 112-239 enacted January 2, 2013), applies to this Agreement.
7. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. (1 USC 7 §3 of the Defense of Marriage Act)

8. The Contractor shall not require proof of age or citizenship as a condition of receiving services.
9. Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.
10. The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

H. Information Integrity and Security

1. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect Agency on Aging information assets including those assets used to store or access Personal Health Information (PHI), Personal Information (PI), and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, §5300-5365.3; California Government Code §11109.9; Department of General Services Management Memo 06-12; Department of Finance Budget Letter 06-34; CDA Program Memorandum 07-18, Protection of Information Assets; and the Statewide Health Information Policy Manual.

Information assets include, but are not limited to:

- a. Information collected and/or accessed in the administration of Agency on Aging programs and services.
- b. Information Assets may be in hard copy or electronic format and may include, but are not limited to:
 - 1) Reports;
 - 2) Notes;
 - 3) Forms;
 - 4) Computers, laptops, cellphones, printers, scanners;
 - 5) Networks (LAN, WAN, WIFI), servers, switches, routers;

- 6) Storage media, hard drives, flash drives, cloud storage;
- 7) Data, applications, databases.

2. Encryption of Portable Computing Devices

The Contractor and its Subcontractors/Vendors are required to encrypt (or use an equally effective measure) data collected under this Agreement that is confidential, sensitive, and/or personal information, including data stored on all computing devices (including, but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

3. Disclosure

- a. The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive, and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State and Agency on Aging policies. The requirement to protect information shall remain in force until superseded by laws, regulations, and State and Agency on Aging policies.
- b. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, confidential, sensitive, and/or personal identifying information, such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
- c. "Personal Identifying Information" shall include, but not be limited to: Name; identifying number; social security number; State driver's license or State identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
- d. The Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive, and/or personal identifying information above for any purpose other than carrying out

the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.

- e. The Contractor, and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized by law or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than the Agency on Aging without prior written authorization from the Agency on Aging. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
- f. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

4. Information Security Awareness Training

- a. The Contractor's employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive, and/or personal identifying information must complete the required Information Security Awareness Training module available on the CDA Web site under Providers and Partners, Information Security Awareness Training, at the following URL:

<http://www.aging.ca.gov/ProgramsProviders/>

If Internet access is not available, a hard copy of the training module is available from the Agency on Aging upon request.

- b. Information Security Awareness Training must be completed within thirty (30) days of the start date of the Contract/Agreement; within thirty (30) days of the start date of any new employee, Subcontractor, Vendor, or volunteer's employment; and annually thereafter.

- c. The Contractor must maintain certificates of completion on file and provide them to the Agency on Aging and the California Department of Aging upon request.

5. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA) and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

6. Contractor/Vendor Confidentiality Statement

The Contractor shall sign and return to the Agency on Aging the *Contractor/Vendor Confidentiality Statement* (Appendix C of this agreement), which is hereby incorporated by reference, and shall comply with all statutes and laws contained in the statement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA and Agency on Aging information assets from unauthorized access and disclosure.

7. Security Incident Reporting

A security incident occurs when CDA and/or Agency on Aging information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor and its Subcontractors/Vendors must report all security incidents to the Agency on Aging immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer, via the Agency on Aging, within five (5) business days of the date the incident was detected. The Security Incident Report form (CDA 1025) is available on the CDA Web site at the following URL:

<https://www.aging.ca.gov/ProgramsProviders/>

8. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors, to anyone whose confidential, sensitive, and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

9. Software Maintenance

The Contractor shall apply security patches and upgrades and keep anti-virus software up-to-date on all systems on which State and/or Agency on Aging data may be used.

10. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of automated files and databases, and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files, and backup files are encrypted.

11. Provisions of Information Integrity and Security

The provisions contained in Article V, Section H, *Information Integrity and Security*, shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

I. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section J of this Article.
2. The Contractor may request permission to copyright material by writing to the Executive Director of the Agency on Aging. The Executive Director shall forward such request to the State and shall relay the State's response to the Contractor within sixty (60) days from the date of receipt of the State's decision.
3. If the material is copyrighted with the consent of the State, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.
4. The Contractor certifies that it has appropriate systems and controls in place to ensure that funds provided under this Agreement will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

J. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in Section J.2 of this Article, produced or resulting from activities supported by this Agreement without the express written consent of the Executive Director of the Agency on Aging. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within thirty (30) days after the written request is received by the Agency on Aging. The Agency on Aging may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information that is not client-specific.
2. As used in this Agreement, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.
3. Subject only to the provisions of Article V, Section H, *Information Integrity and Security*, and Article V, Section I, *Copyrights*, of this Agreement, the State and the Agency on Aging may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.
4. Materials published or transferred by the Contractor and financed with funds under this Agreement shall: (a) state “The materials or product were a result of a project funded by an Agreement with the Fresno-Madera Area Agency on Aging and the California Department of Aging;” (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include the following statement: “The conclusions and opinions expressed may not be those of the Agency on Aging and/or the California Department of Aging and this publication may not be based upon or inclusive of all raw data.”
5. The Contractor agrees to acknowledge the receipt of all funding support from the Agency on Aging in news releases (radio,

television, and newspaper); printed materials such as brochures, pamphlets, newsletters; the Contractor's Web site; and any other printed documents. Such acknowledgement shall make accurate reference to the service for which funding is provided, in whole or in part, by the Agency on Aging.

6. The Contractor shall forward a copy of all products and material developed in whole or in part with Agreement funds to the Agency on Aging for file.

K. Certifications

The Contractor shall comply with all statutes and laws contained in the Contractor Certification Clauses (Appendix B), which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Contracts in Excess of \$100,000

If funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

- a. Clean Air Act, as amended. [42 USC §7401]
- b. Federal Water Pollution Control Act, as amended. [33 USC §1251 et seq.]
- c. Environmental Protection Agency Regulations. [40 CFR §29] [Executive Order 11738]
- d. State Contract Act. [California Public Contract Code §10295 et seq.]
- e. Unruh Civil Rights Act [California Public Contract Code §2010]

L. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal Agreement, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

M. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the Agency on Aging determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the Agency on Aging, and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified

applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

N. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, the Agency on Aging shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

O. Facility Construction or Repair

1. This section applies only to Title III funds and not to other funds allocated to other Titles under the Older Americans Act.
 - a. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - i) Copeland "Anti-Kickback" Act [18 USC §874, 40 USC §3145] [29 CFR §3];
 - ii) Davis-Bacon Act [40 USC §3141 et seq.] [29 CFR §5];
 - iii) Contract Work Hours and Safety Standards Act [40 USC §327-333] [29 CFR §5, 6, 7, 8]; and
 - iv) Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations [41 CFR §60].
 - b. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately owned property which would enhance the owner's value of such property except where permitted by law and by the Agency on Aging.

- c. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from the Agency on Aging before making any fund or budget transfers between construction and non-construction.
- P. If this Agreement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code §11200 in accordance with California Public Contract Code 10353.
- Q. Grievance Process
 - 1. The Contractor must establish a written grievance process for reviewing and attempting to resolve complaints of older individuals receiving services funded by this Agreement. At a minimum, the process shall include all of the following:
 - a. Time frames within which a complaint will be acted upon.
 - b. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the Fresno-Madera Area Agency on Aging if dissatisfied with the results of the Contractor's review.
 - c. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.
 - 2. The Contractor shall notify older individuals of the grievance process available to them by:
 - a. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals.
 - b. Advising homebound older individuals of the process either orally or in writing upon the Contractor's contact with the individuals.
 - 3. Complaints may involve, but not be limited to, any or all of the following:

- a. Amount or duration of a service.
 - b. Denial or discontinuance of a service.
 - c. Dissatisfaction with the service being provided or with the service provider. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.
 - d. Failure of the service provider to comply with any of the requirements set forth in CDA regulations or in this Agreement.
4. Nothing in this Article shall be construed as prohibiting older individuals from seeking other available remedies, such as presenting their complaints at an open meeting of the Contractor's governing board.

R. Disaster Plan

1. The Contractor shall prepare and maintain a disaster plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods, and make such plan available to the Agency on Aging upon request.
2. The Contractor shall provide annual disaster response training and a current list of community resources for all employees and volunteers, and maintain documentation of such training.
3. The Contractor shall designate a primary and a secondary emergency contact. Following an emergency or disaster, the Contractor's designated contact shall update the Agency on Aging with the Contractor's operational status.
4. The Contractor shall complete Exhibit F, *Service Provider Emergency Resource Information*, included with this agreement, and advise the Agency on Aging whenever a change to this information occurs.

S. Community Focal Points

The Vendor acknowledges that the Agency on Aging has designated locations as Community Focal Points, as required by Title 22 CCR

Article 3 §7302(a)(14), 45 CFR §1321.53(c), and OAA 2006 §306(a), which are attached as Appendix J, *Community Focal Points List*.

ARTICLE VI. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, and services as set forth in 45 CFR §92.36.
3. The Contractor and its Subcontractor/Vendors shall comply with California Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."
4. Travel Reimbursement
 - a. Any reimbursement by Contractor from funds provided under this Agreement for authorized travel and per diem shall be at rates not to exceed those paid by the State in accordance with the California Department of Human Resources (CalHR) rules and regulations.

In State:

- Mileage:
<http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- Per Diem (meals and incidentals):
<http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
- Lodging:
<http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

Out of State:

- <http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx>

- b. This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than

those provided by this Agreement, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Agency on Aging and the State. [2 CCR §599.615 et seq.]

5. The Agency on Aging reserves the right to refuse payment to the Contractor or later disallow costs for any expenditure, as determined by the Agency on Aging not to be in compliance with this Agreement, unrelated or inappropriate to Agreement activities, or when inadequate supporting documentation is presented, or where prior approval was required but was not requested or not granted.

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR §200] [45 CFR §75]
2. The Contractor shall ensure that funding for services as outlined herein are managed and prorated monthly to ensure that adequate Older Americans Act funding is available to provide services through the ending date of this Agreement.
3. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding Title III E) and Title VII services.
4. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR §200.302 and 45 CFR §75.302:

- a. Financial Reporting.
- b. Accounting Records.
- c. Complete Disclosure.

- d. Source Documentation.
- e. Internal Control.
- f. Budgetary Control.
- g. Cash Management (written procedures).
- h. Allowable Costs (written procedures).

C. Unexpended Funds

- 1. No later than March 31 of the Agreement year, the Contractor shall report to the Agency on Aging if any Older Americans Act funds will remain unexpended at the ending date of this Agreement.
- 2. The Agency on Aging shall request and receive from the Contractor release of Older Americans Act funds for an amount mutually agreed upon by both parties, not to exceed the estimated amount of unexpended funds. The Agency on Aging shall be reasonable in its request for funds and the Contractor shall not unreasonably withhold permission for release of funds.
- 3. The Agency on Aging retains all rights to reallocate released funds into other programs, projects, or activities.
- 4. Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the Agency on Aging immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

- 1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- 2. This Agreement is valid and enforceable only if sufficient funds are made available to the State, and subsequently to the Agency on Aging, by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of the contracted program(s). In addition, this Agreement is subject to any

additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Agreement and approval of an itemized budget. No legal liability on the part of the State or the Agency on Aging for any payment may arise under this Contract until funds are made available; the itemized budget is approved by the State; and the Contractor has received an executed Agreement.
4. If funding for any State or Agency on Aging fiscal year is reduced or deleted by the State, Legislature, or Congress for the purposes of this program, the Agency on Aging shall have the option to either:
 - a. Terminate the Agreement pursuant to Section A.1 of Article XVII, *Termination*, of this Agreement; or
 - b. Offer a contract amendment to the Contractor to reflect the reduced funding for this Agreement.
5. The Agency on Aging reserves the right to increase and/or decrease funds available under this Agreement to reflect any restrictions, limitations, or conditions.

ARTICLE VII. BUDGET AND BUDGET REVISION

- A. The Contractor shall be reimbursed for expenses only as itemized in the approved budget with the exception of line item budget transfers as noted in Section E of this Article and shall not be entitled to reimbursement for these expenses until this Agreement is approved and executed by the Agency on Aging. The approved Contractor's budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The final date to submit a budget revision to the Agency on Aging for this Agreement is March 15, 2018.
- C. Indirect Costs
 1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment unless there is

an accepted negotiated rate accepted by all Federal awarding agencies [2 CFR 200.414(c)(1),(f)] [45 CFR 75.414(c)(1),(f)].

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind and used to meet the minimum matching requirements (Title III and Title VII only).
4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR §75.414(a)]

D. Program Specific Funds

1. Program Income
 - a. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
 - b. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in Section D.1.d of this Article).
 - c. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in Section D.1.d of this Article) and may reduce the total amount of contract funds payable to the Contractor.
 - d. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan

Budget, the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.

- e. If Program Income is deferred for use, it must be used by the last day of the federal fiscal year and reported when used.
- f. Program Income may not be used to meet the matching requirements of this Agreement.
- g. Program Income must be used to expand baseline services.
- h. If as a result of advanced funds, the project earns interest on funds awarded by the Agency on Aging, that interest shall be identified as income to the program and used for program expenditures, with full documentation on file for all programs.

2. One-Time-Only (OTO) Funds

- a. OTO Funds, if any, are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.
- b. Titles III and VII federal program OTO funds shall only be used for the following purposes:
 - 1) The purchase of equipment that enhances the delivery of services to the eligible service population.
 - 2) Home and community-based projects that are approved in advance by the California Department of Aging, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - 3) Innovative pilot projects that are approved in advance by the California Department of Aging, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR §1321.53(a)(b).
 - 4) OTO funds can be used to maintain or increase baseline services; however, the Contractor shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the

current Contract period. Expenditures for baseline services do not require advance approval from the California Department of Aging.

- c. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

E. Line Item Budget Transfers

The Contractor may transfer Agreement funds between line items under the following terms and conditions:

1. The Contractor shall obtain prior approval from the Agency on Aging for any line item transfer of funds that exceeds ten percent (10%) of the total budget for each funding source, and submit a revised budget to the Agency on Aging.
2. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount, and purpose of the transfer. This record shall be available to the Agency on Aging upon request and shall be maintained in the same manner as all other financial records.

F. Matching Contributions

1. "Matching Contributions" is defined in Article I, Section H.
 - a. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
 - b. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor.
 - c. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget cost principles.
2. Minimum matching contributions for Older Americans Act funded grants awarded by the Fresno-Madera Area Agency on Aging are determined as follows:
 - a. Title III B Supportive Services (not including Ombudsman), Title III C1 Congregate Nutrition, and Title III C2 Home-Delivered Nutrition: Ten percent (10%) of the sum of the grant award, plus the minimum matching contributions. This is computed by dividing the grant amount by nine (9).

- b. Title III E Family Caregiver Support Program:
Approximately ninety percent (90%) of the sum of the grant award.
- 3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
- 4. Matching contributions generated in excess of the minimum required are considered overmatch.

ARTICLE VIII. PAYMENT

- A. The Contractor shall prepare and submit a monthly expenditure report, as indicated in Appendix E, *Required Reports and Due Dates*, by the 15th of each month to the Agency on Aging, unless otherwise specified by the Agency on Aging.
- B. The Agency on Aging shall review the Contractor's report to ensure compliance with the approved Agreement budget.
- C. Depending upon funding availability, the Agency on Aging shall make monthly reimbursement payments to the Contractor as specified in Appendix E, *Required Reports and Due Dates*, of this Agreement. The Agency on Aging shall pay the Contractor a total not to exceed the amount shown on page one (1) of this Agreement.
- D. The Agency on Aging may withhold payment if the Agency on Aging determines that the Agreement with the Contractor is at-risk, as described in Appendix F, *Sanction Policy*.
- E. The Agency on Aging shall be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. Payments made after a decision to withhold funds or terminate the Agreement will be governed by Article XVII, *Termination*.
- F. The Agency on Aging may require financial reports more frequently than indicated in Section A of this Article or more detail (or both), upon written notice to the Contractor, until such time as the Agency on Aging determines that the financial management standards are met.
- G. Closeout
 - 1. The *Financial Closeout Report* for this Agreement shall be submitted to the Agency on Aging by July 15, 2018. If Agreement is terminated or cancelled prior to June 30, 2018, the *Financial*

Closeout Report shall be submitted to the Agency on Aging within fifteen (15) days of termination or cancellation of the Agreement.

2. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match.

ARTICLE IX. SUBCONTRACTS

- A. The Contractor must obtain approval from the Agency on Aging prior to awarding any subcontracts for services contracted in this Agreement.
- B. The Contractor shall not obligate funds for this Agreement in any subcontracts for service beyond the ending date of this Agreement.
- C. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State of California or the Agency on Aging.
- D. The Contractor shall maintain on file copies of subcontracts, memorandums, and/or Letters of Understanding which shall be made available for review at the request of the Agency on Aging.
- E. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XV, *Insurance*, of this Agreement.
- F. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Agency on Aging, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor(s) in the performance of this Agreement.
- G. The Contractor shall ensure that the subcontractor will complete all reporting and expenditure documents requested by the Agency on Aging. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the Agency on Aging.
- H. The Contractor shall require all subcontractors to maintain adequate staff to meet the subcontractor's agreement with the Contractor. This staff shall be available to the California Department of Aging and the

Agency on Aging for training and meetings, which the California Department of Aging or the Agency on Aging may find necessary from time to time.

- I. If a private non-profit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

ARTICLE X. RECORDS AND REPORTS

A. Records

1. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the *Financial Closeout Report* to the audited financial statements, and a summary worksheet identifying the results of performing audit resolution of its subcontractors in accordance with Article XIV, *Audit Requirements*, of this Agreement. This includes the following: Letters of agreement, insurance documentation, Memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to the Agency on Aging. All records pertaining this Agreement must be made available for inspection and audit by the Agency on Aging or its duly authorized agents, at any time during normal business hours.
2. All such records, including confidential records, must be maintained and made available by the Contractor as follows:
 - a. Until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Agency on Aging or the California Department of Aging's Audit Branch;
 - b. For such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections 3 and 4 of this Article; and
 - c. For such longer period as the Agency on Aging or the State deems necessary.
3. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as in Sections A.2.a through A.2.c of this Article. The Contractor shall ensure that any resource directories and all client records remain the property of the

Agency on Aging upon termination of this Agreement, and are returned to the Agency on Aging or transferred to another Contractor as instructed by the Agency on Aging.

4. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, such records shall be maintained and kept available until every action has been cleared to the satisfaction of the Agency on Aging and the State and so stated in writing to the Contractor.
5. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the Agency on Aging under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR §200.302 and 45 CFR §75.302, the expenditures will be questioned in the audit and may be disallowed by the Agency on Aging or the State during the audit resolution process.
6. After the authorized period has expired, confidential records shall be destroyed by shredding and disposed of in a manner that will maintain confidentiality.

B. Reports

1. The Contractor shall prepare and submit fiscal and performance reports as designated in Appendix E, *Required Reports and Due Dates*. Reports shall be submitted on forms in a format approved by the Agency on Aging.
2. The Contractor shall assure that all fiscal and program data submitted to the Agency on Aging are timely, complete, accurate, and verifiable.
3. If supporting documentation is required as stated in Article XIV, *Audit Requirements*, all such documentation must accompany the monthly expenditure report.
4. All Program Income received by the Contractor shall be included on the monthly expenditure report, and expenditures supported by Program Income shall be stated in the appropriate column. Program Income shall be tracked on a "first in-first out" method. Unspent Program Income shall not exceed the equivalent of thirty (30) days average Program Income.

5. The Contractor shall cross-train staff on program data collection and reporting requirements in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

ARTICLE XI. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property meeting all of the following criteria is subject to the reporting requirements:
 1. Has a normal useful life of at least one (1) year.
 2. Has a unit acquisition cost of at least \$500 including any appropriate sales tax, shipping, and installation costs, etc. (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit).
 3. Is used to conduct business under this Agreement.
- C. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- D. The Contractor shall report property acquired with funds provided under this Agreement to the Agency on Aging:
 1. Title III B, Title III C, and Title VII (b): On the Monthly Report of Expenditures and Donations Revenue for the month in which the property was acquired.
 2. Title III E: On the Title III E Monthly Report of Expenditures (for the Family Caregiver Support Program) for the month in which the property was acquired.
 3. Long-Term Care Ombudsman Program: On the Budget Summary/Monthly Expenditure Report and Request for Funds,

Special Deposit Fund (SDF) & Skilled Nursing Facility Quality & Accountability Fund (SNFQAF) (CDA-OMB-300) for the month in which the property was acquired.

- E. The Contractor shall attach receipts for the property and a list of the following information for each item of property acquired: Date acquired; complete description; model number; serial number (if applicable); cost or other basis of valuation; and specific location of the property.
- F. The Contractor shall maintain a cumulative inventory, including all information required by Section E of this Article, of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose.
- G. The Contractor shall affix the Asset Tag provided by the Agency on Aging to tangible property upon receipt of the asset tag from the agency, which identifies the property as State of California property. The Contractor shall enter the asset tag number on the cumulative inventory records maintained by the Contractor for this Agreement.
- H. The Contractor shall conduct an annual physical inventory of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose, and corresponding reconciliation must be kept on file and available for review by the Agency on Aging.
- I. Prior to disposal of any property purchased by the Contractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the Agency on Aging. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Agency on Aging. The Contractor shall submit a *Request to Dispose of Property* (CDA 248) to the Agency on Aging, and the Agency on Aging will then instruct the Contractor on disposition of the property. Once approval of the disposal has been received from the Agency on Aging, the item(s) shall be removed from the Contractor's inventory report.
- J. The Contractor must remove all confidential, sensitive, or personal information from Agency on Aging property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity, and certify this action on the *Request to Dispose of Property* (CDA 248). This includes, but is not limited to, magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

- K. Any loss, damage, or theft of equipment shall be investigated and fully documented, and the Contractor shall promptly notify the Agency on Aging. In addition, the Contractor shall complete a *Request to Dispose of Property* (CDA 248) and provide it to the Agency on Aging.
- L. The State reserves title to all property purchased or financed with funds provided through the Agency on Aging that is not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations.
- M. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such personal property during the period of the project and until the Contractor has complied with all written instructions from the Agency on Aging regarding the final disposition of the property.
- N. In the event of the Contractor's dissolution, or upon termination of this Agreement, the Contractor shall provide a final property inventory to the Agency on Aging. The Agency on Aging reserves the right to require the Contractor to transfer such property to another entity, or to the Agency on Aging.
- O. The Contractor shall use the property for the purpose for which it was intended under this Agreement.
- P. The Contractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- Q. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Schedule of Program/Site Supplies and Equipment Purchases (page 4 of Exhibit B, Budget).
- R. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE XII. ACCESS

- A. The Contractor shall provide access to the Agency on Aging, federal or State contracting agency, Bureau of State Audits, the Comptroller General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE XIII. MONITORING AND EVALUATION

- A. Authorized Agency on Aging, State, and federal representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal, and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data, and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and, when applicable, inspection of food preparation sites.
- B. The Contractor shall cooperate with the Agency on Aging and the State in the monitoring and evaluation processes, which include making any administrative, fiscal, and program staff available during any scheduled process.

ARTICLE XIV. AUDIT REQUIREMENTS

- A. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR §200.501 to 200.521; and 45 CFR §75.501 to 75.521.

A copy shall be submitted to the:

Fresno Madera Area Agency on Aging
3837 North Clark Street
Fresno, California 93726

The copy shall be submitted within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

The Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the "Schedule of Expenditures of Federal Awards" by the appropriate program name, identifying Agency on Aging grant/contract number, and as passed-through the California Department of Aging.

B. This Section B applies only to Title III and Title VII.

The following closely related programs identified by CFDA number are to be considered as an “other cluster” for purposes of determining major programs or whether a program-specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization’s single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

- 93.041 Special Programs for the Aging – Title VII, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII, Chapter 3)
- 93.042 Special Programs for the Aging – Title III-B/VII-A, Chapter 2 – Long Term Care Ombudsman Services for Older Individuals (Title III-B/VII-A, Chapter 2)
- 93.043 Special Programs for the Aging – Title III, Part D – Disease Prevention and Health Promotion Services (Title III D)
- 93.044 Special Programs for the Aging – Title III, Part B – Grants for Supportive Services and Senior Centers (Title III B)
- 93.045 Special Programs for the Aging – Title III, Part C – Nutrition Services (Title III C)
- 93.052 National Family Caregiver Support Program – Title III, Part E (Title III E)
- 93.053 Nutrition Services Incentive Program (NSIP)

“Cluster of programs” means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. “Other clusters” are defined by the consolidated CFR in the Compliance Supplement or as designated by a State for federal awards provided to its subcontractors that meet the definition of “cluster of programs.” When designating an “other cluster,” a State shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A “cluster of programs” shall be considered as one program for determining major programs, as described in 45 CFR §75 [formerly OMB Circular A-133], whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR §75, Subpart F, Audit Requirements])

[formerly OMB Circular A-133], Audits of States, Local Governments, and Non-Profit Organizations)

- C. The Contractor shall perform a reconciliation of the Financial Closeout Report to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for review by the Agency on Aging.
- D. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the Financial Closeout Report.
- E. The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds approved under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. Contract resolution includes:
 - 1. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR §200.501-200.521 and 45 CFR §75.501-75.521 as summarized in Section F of this Article;
 - 2. Issuing a management decision on audit findings within six (6) months after receipt of the subcontractor's single audit report and ensuring that the subcontractor takes appropriate and timely corrective action;
 - 3. Reconciling expenditures reported to the Agency on Aging to the amounts identified in the single audit or other type of audit, if the Contractor was not subject to the single audit requirements. For a Contractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to the Agency on Aging must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR §200.331] [45 CFR §75.352]; documented review of financial statements; and documented expense verification, including match; etc.).
 - 4. When alternative procedures are used, the Contractor shall perform financial management system testing which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately the source and application of funds for each federally funded activity.

- c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 - d. Comparison of expenditures with budget amounts for each federal award.
 - e. Written procedures to implement the requirements of 2 CFR §200.305 and 45 CFR §75.100 et. seq.
 - f. Written procedures for determining the allowability of costs in accordance with 2 CFR §200, Subpart E–Cost Principles and 45 CFR §75, Subpart E–Cost Principles.
- [2 CFR §200.302] [45 CFR §75.302]
- 5. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
 - 6. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor’s own records.
- F. The Contractor shall ensure that its single audit report meets 2 CFR §200, Subpart F–Audit Requirements and 45 CFR §75, Subpart F–Audit Requirements:
- 1. Performed timely: Not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the auditor’s report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR §200.512] [45 CFR §75.515]
 - 2. Properly procured: Use procurement standards for auditor selection. [2 CFR §200.509] [45 CFR §75.509]
 - 3. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR §200.514] [45 CFR §75.514]
 - 4. All inclusive: Includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR §200.515] [45 CFR §75.515]

5. Performed in accordance with provisions applicable to this program as identified in 2 CFR §200, Subpart F–Audit Requirements and 45 CFR §75, Subpart F–Audit Requirements.
- G. The Contractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards, the Agency on Aging shall have access to all audit reports and supporting work papers, and the Agency on Aging has the option to perform additional work, as needed.
- H. A reasonably proportionate share of the costs required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
 1. Any costs when audits required by the Single Audit Act, 2 CFR §200, Subpart F–Audit Requirements and 45 CFR §75, Subpart F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act, 2 CFR 200, Subpart F – Audit Requirements and 45 CFR §75, Subpart F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity’s fiscal year.
 - a. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
 - b. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act, 2 CFR 200, Subpart F – Audit Requirements and 45 CFR §75, Subpart F – Audit Requirements. This cost is allowable only if the agreed-upon-procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: Activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425] [45 CFR §75.425]

- I. The Contractor shall cooperate with and participate in any further audits which may be required by the Agency on Aging.
- J. The Contractor shall indicate which method of providing audit compliance will be in force during this Agreement (Appendix D, *Method of Providing Audit Compliance*).

ARTICLE XV. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
 1. **General Liability** of not less than \$1,000,000 per occurrence for bodily injury and property damage combined (higher limits may be required by the Agency on Aging in cases of higher than usual risks).
 2. **Automobile Liability, including non-owned auto liability**, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.

If applicable, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter party carriers of passengers and is based on seating capacity as follows unless otherwise amended by future regulation:

 - \$ 750,000 if seating capacity is under 8.
 - \$1,500,000 if seating capacity is 8–15.
 - \$5,000,000 if seating capacity is over 15.
 3. **Professional Liability** of not less than \$1,000,000 as it appropriately relates to services rendered. Coverage shall include errors and omissions.
- B. The insurance will be obtained from an insurance company acceptable to the State Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.
- C. Evidence of insurance shall be in a form and content acceptable to the State Department of General Services, Office of Risk and Insurance Management.
- D. The Contractor shall notify the Agency on Aging within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

E. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall include the Contract Number listed on page 1 of this Agreement and provide the statement:

“The Fresno-Madera Area Agency on Aging, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the Fresno-Madera Area Agency on Aging under this Agreement.”

Professional Liability coverage is exempt from this requirement.

2. The Fresno-Madera Area Agency on Aging shall be named as the certificate holder and its address (3837 N. Clark St., Fresno, CA 93726) must be listed on the certificate.

F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the Agency on Aging, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the Agency on Aging may, in addition to any other remedies it may have, terminate this Agreement.

G. A copy of each appropriate Certificate of Insurance, or letter of self-insurance, referencing this Agreement number shall be submitted to the Agency on Aging with this Agreement.

H. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. [Labor Code §3700]

I. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.

J. Contractor agrees to indemnify, defend, and save harmless the Fresno-Madera Area Agency on Aging, State of California, their officers, agents, and employees from any and all claims and losses occurring or resulting

to any and all Contractors, subcontractors, material, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and also from any and all claims and losses occurring or resulting in any person, firm or corporation, who may be injured or damaged by Contractor in the performance of this Agreement.

ARTICLE XVI. DONATIONS

- A. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA §315(b)]:
1. The Contractor or any subcontractors for any Title III or Title VII services shall not use means tests.
 2. Any Title III or Title VII client who does not contribute toward the cost of the services received shall not be denied services.
 3. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive. Donation letters sent to clients shall stipulate that contributions are voluntary and not required to receive service. Donation letters may not resemble a bill or statement.
 4. Each Service Provider will:
 - a. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;
 - b. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
 - c. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; and
 - d. Establish appropriate procedures to safeguard and account for all contributions.
 - e. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Agreement.

ARTICLE XVII. TERMINATION

A. Termination Without Cause

1. The Agency on Aging may terminate performance of work under this Agreement without cause in whole or in part, if the Agency on Aging determines that a termination is in the Agency on Aging's best interest. The Agency on Aging may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the contract is due to a reduction or deletion of funding by the State of California, the Legislature, or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.
2. The Contractor may terminate this Agreement at any time during the Agreement term by giving the Agency on Aging ninety (90) days written notice. In the event of termination notice, the Agency on Aging will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination of the Agreement.
3. Contractor shall, at least ninety (90) days prior to the end of the term of this Agreement, give written notice to the Agency on Aging if it intends to discontinue provision of any programs or services included in this Agreement during the subsequent Agreement period. The purpose of this requirement is to provide sufficient planning and transition time during the course of this Agreement period to ensure continuity of services to clients.

B. Termination for Cause

1. The Agency on Aging may terminate, in whole or in part, for cause the performance of work under this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:
 - a. In case of threat of life, health, or safety to the public.
 - b. A violation of the law or failure to comply with any condition of this Agreement.

- c. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
 - d. Failure to comply with reporting requirements.
 - e. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Agency on Aging or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
 - f. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
 - g. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
 - h. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
 - i. The commission of an act of bankruptcy.
 - j. Finding of debarment or suspension.
 - k. The Contractor's organizational structure has materially changed.
 - l. The Agency on Aging determines that the Contractor may be considered a "high risk" agency as described in 45 CFR §92.12 for local government and 45 CFR §74.14 for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions, as described in Appendix F, *Sanction Policy*.
 - m. Program operations have been suspended for more than three (3) consecutive months in any budget year, unless a longer period is granted in writing by the Agency on Aging.
2. Termination of this Agreement shall take effect immediately in the case of an emergency, such as threat to life, health, or safety of the public, or when program operations have been suspended for more than three (3) consecutive months in any budget year. In all other

cases of termination for cause, the termination shall take effect thirty (30) days subsequent to written notice to the Contractor.

3. In the event of termination for cause, the Agency on Aging may proceed with the work in any manner deemed proper by the State. All costs to the Agency on Aging shall be deducted from any sum due the Contractor under this agreement and the balance, if any, shall be paid to the Contractor upon demand.
- C. In the event of termination of this Agreement by the Agency on Aging, the Agency will present written notice to the Contractor describing the action being taken by the Agency on Aging, the reason for such action, and any conditions of the termination, including, but not limited to, the date of termination, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination. Said notice shall also inform the Contractor of its right to appeal such decision to the Agency on Aging and of the procedure for doing so. (*Appendix G, Appeal Procedure for Service Providers*)
- D. Contractor's Obligation After Notice of Termination
1. After receipt of a notice of termination, and except as directed by the Agency on Aging, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:
 - a. Stop work as specified in the Notice of Termination;
 - b. Place no further subcontracts for materials, or services, except as necessary to complete the continued portion of the contract;
 - c. Terminate all subcontracts to the extent they relate to the work terminated;
 - d. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause); and
 - e. Comply with all additional terms of this Agreement pertaining to termination or cancellation of the Agreement.

ARTICLE XVIII. REMEDIES AND APPEAL PROCESS

- A. The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the Agency on Aging as a result of a breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project. Specifically, the Agency on Aging reserves the right to pursue all remedies allowed to it under the Older Americans Act, and all regulations adopted pursuant to the Act or implementing the Act, regarding the expenditure of federal funds.
- B. The Contractor may appeal an adverse determination by the Agency on Aging using the *Appeal Procedure for Service Providers*, which is set forth in Appendix G, for actions subject to appeal, as defined in Appendix G, Section I.A, *Actions Subject to Appeal*.
- C. The Contractor may appeal the Agency on Aging's final adverse determination once all administrative remedies contained in Appendix G, *Appeal Procedure for Service Providers*, have been exhausted, using the appeal process established in Title 22 CCR §7700 to 7710.
- D. The Contractor shall continue with the responsibilities under this Agreement during any dispute.
- E. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE XIX. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, approved as required by the Agency on Aging amendment process, and signed by a duly authorized representative of the Contractor and of the Agency on Aging. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. Should either party during the term of this Agreement desire a revision, waiver or modification in this Agreement, such revision, waiver or modification shall be proposed in writing to the other party. The other party shall accept or reject the proposal within thirty (30) days of receipt of request. Once accepted, such revision may require an amendment through the Agency on Aging's contract process to provide for the change mutually agreed to by the parties.
- C. The Agency on Aging reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted

by Congress or the Legislature or as directed by the Executive Branch of State Government.

- D. An amendment is required to change the Contractor's name as listed on this Agreement. Any notice given to the Agency on Aging for a Contractor's change of legal name, main address, or name of Director shall be addressed to the Fresno-Madera Agency on Aging's Executive Director on the Contractor's letterhead. Upon receipt of legal documentation of the name change, the Agency on Aging will process the amendment. Invoices presented by the Contractor with the Contractor's new name cannot be paid prior to the Agency on Aging's approval of said amendment.

ARTICLE XX. NOTICING

- A. Any notice to be given hereunder by either party to the other may be effected by one of the following methods, provided Contractor retains receipt, and shall be communicated as of actual receipt: 1) Personal delivery in writing; 2) Registered or certified mail, postage prepaid and return receipt requested; or 3) Overnight mail.
- B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging at its current address, 3837 North Clark Street, Fresno, CA 93726, and notices to the Contractor shall be addressed to the Contractor's address as indicated on page 1 of this Agreement, unless otherwise requested in writing.
- C. Each party may change its address originally provided in this Agreement by written notice to the other party in accordance with this Article.

APPENDIX A
RESOLUTION OF AUTHORIZATION TO CONTRACT

The governing board of the City of Madera
(Service Provider)
hereby authorizes Andrew J. Medellin, Mayor
(Name and Title)

to execute the contract(s) listed on Page 1 of this Agreement with the Fresno-Madera Area Agency on Aging for the fiscal year beginning July 1, 2017, to June 30, 2018, including any subsequent amendments and all necessary supporting documents.

Name of Chair (Please Print)
Governing Board

Signature of Chair
Governing Board

Date

APPENDIX B

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

City of Madera	94-6000365
<i>Contractor/Vendor Name (Typed)</i>	<i>Federal ID</i>
<i>Authorized Signature</i>	<i>Date</i>
Mary Anne Seay, Director of Parks and Community Services Department	
<i>Name and Title of Person Signing (Typed)</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State or Fresno-Madera Area Agency on Aging (Agency on Aging) agreements if the State or the Fresno-Madera Area Agency on Aging determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the Agency on Aging.

Failure to make a good faith effort may be cause for non-renewal of an Agency on Aging contract for legal services, and may be taken into account when determining the award of future contracts with the Agency on Aging for legal services.

5. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the Agency on Aging.
6. **SWEATFREE CODE OF CONDUCT:**
 - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Agency on Aging pursuant to the contract have been laundered or produced in

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- b. The Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the Agency on Aging, the California Department of Aging, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).
7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the Agency on Aging that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. **CALIFORNIA CIVIL RIGHTS LAWS:** Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, the following: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code).
5. **EMPLOYER DISCRIMINATORY POLICIES:** Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, the following: For

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

- contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).
6. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the Agency on Aging will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
 7. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
 8. **RESOLUTION:** A county, city, district, or other local public body must provide the Agency on Aging with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
 9. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
 10. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not a state agency or other governmental entity.

APPENDIX C

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

CERTIFICATION

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.

City of Madera	18-0147
<i>Contractor/Vendor Name (Typed)</i>	<i>Contract Number</i>
Mary Anne Seay, Director of Parks and Community Services Department	
<i>Name and Title of Person Signing (Typed)</i>	

In compliance with California Government Code 11019.9, California Civil Code 1798 Section 1798 et seq., California Department of Aging (CDA) Management Memo 06-12 and CDA Budget Letter 06-34, the Fresno-Madera Area Agency on Aging (Agency on Aging) hereby requires the Contractor/Vendor to certify that:

- The Contractor's employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive and/or personal identifying information must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter. The Contractor must maintain certificates of completion on file and provide them to the Agency on Aging or CDA upon request.
- Confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.
- All access codes which allow access to confidential information will be properly safeguarded.
- Activities by any individual or entity that is suspected of compromising confidential information will be reported to the Agency on Aging immediately by providing the Agency on Aging with a completed Security Incident Report (CDA Form 1025), available online at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.
- Any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act.

APPENDIX C

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- Obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with the Agency on Aging.
- All employees, volunteers, and subcontractors of the Contractor/Vendor will be notified of the Agency on Aging's and CDA's confidentiality and data security requirements.
- The Agency on Aging, CDA, or their designees will be granted access by the Contractor or Vendor to any computer-based confidential information within the scope of the Contract.

- I agree to protect the following types of confidential information which include, but are not limited to:
 - Social Security number.
 - Medical information.
 - Claimant and employer information.
 - Driver's License information.
 - Information about individuals that relates to their personal life or identifies or describes an individual.
 - Other agencies' confidential and proprietary information.
 - Criteria used for initiating audit selection.
 - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.).
 - Any other information that is considered proprietary, a copyright, or otherwise protected by law or contract.
- I agree to protect confidential information by:
 - Accessing, inspecting, using, disclosing, or modifying information only for the purpose of performing official duties.
 - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason.
 - Securing confidential information in approved locations.
 - Never removing confidential information from the work site without authorization.

APPENDIX D
METHOD OF PROVIDING AUDIT COMPLIANCE

The service provider shall indicate which method of providing audit compliance to the Fresno-Madera Area Agency on Aging (Agency on Aging) will be in force during this Agreement.

Please place an **X** in the appropriate box:

- ☒ An independent audit shall be performed in accordance with the requirements of 2 CFR §200, Subpart F - Audit Requirements, and 45 CFR §75, Subpart F - Audit Requirements, and a copy submitted to the Agency on Aging.
- ☐ An independent audit shall be performed and a copy submitted to the Agency on Aging.
- ☐ All supporting documentation shall be submitted to the Agency on Aging for review along with any request for reimbursement.

Enter Fiscal Year Ending Date →

June	30	2018
Month	Day	Year

APPENDIX E
REQUIRED REPORTS AND DUE DATES

Fiscal Reports

***Expenditure Reports by Program**

Title III B, Title III C, Title III D, and Title VII Programs *Due 15th of each month*

- Monthly Report of Expenditures and Donations Revenue

Title III E Family Caregiver Support Program *Due 15th of each month*

- Title III E Monthly Report of Expenditures

Title V Senior Community Service Employment Program *Due 10th of each month*

- Monthly Expenditure Report and Request for Funds (CDA 29)

Health Insurance Counseling and Advocacy Program *Due 15th of each month*

- HICAP Monthly Report of Expenditure/Request for Funds (CDA 245)

Long-Term Care Ombudsman Program *Due 15th of each month*

- Budget Summary/Monthly Expenditure Report & Request for Funds, Special Deposit Fund & Skilled Nursing Facility Quality and Accountability Fund (CDA-OMB-300)

** Payments are made on or about the 20th of the month, or the following business day if the 20th falls on a holiday or weekend, for accurate expenditure reports received by the due date. Late or inaccurate expenditure report submissions will result in delay of payments until reporting requirements have been met.*

Additional Fiscal Reports – All Programs

- **Final Budget Revisions**
 - Due by March 15th
- **Annual Financial Close Out Report**
 - Due by July 15th with exception of HICAP
 - 1st HICAP Financial Closeout Report for federal funds from July 1-March 31 due by April 30th
 - 2nd HICAP Financial Closeout Report for State funds from July 1-June 30 and Federal funds from April 1-June 30 due by July 30th
- **Copy of Audit**, as required by contract
 - Due within 30 days after receipt of auditor's report, or nine months after end of audit period, whichever is earliest
- **Request to Dispose of Property**
 - Due within 5 days of the loss, destruction, or theft of property, or if the property will no longer be used for the contracted program

APPENDIX E

REQUIRED REPORTS AND DUE DATES

Program Reports

Monthly Service Unit Report (Form 186M) *Due 7th working day of each month*

- **Title III B Adult Day Care**
 - Attach Q Monthly Service Roster
 - Attach associated Client Intake Forms
 - Attach Client Deactivation Request
- **Title III B Legal Assistance**
- **Title III B Transportation**
- **Title III D Health Promotion**
- **Title VII (b) Elder Abuse Prevention, Education, & Training**
- ***Health Insurance Counseling and Advocacy Program (HICAP)**
 - Attach final version of HICAP Performance Measures and Benchmark Report generated from SHARP system for reporting month

**Due date subject to California Department of Aging notifications*

Monthly Title III C *Due 7th working day of month*

Elderly Nutrition Program Reports

- | | |
|----------------------------------|--|
| • Q Monthly Service Roster | • Nutrition Volunteer Summary Report |
| • Daily Sign-In Sheets | • Cash Count Sheet |
| • Associated Client Intake Forms | • Food Preparation Center Food Service |
| • Client Deactivation Request | • Check Sheet |

Quarterly Reports *Due 15th of month following reporting period*

- **Title III B California Legal Services** Quarterly Aggregate Report (CDA 1022)
- **Title VII (b) Elder Abuse Prevention** Quarterly Activity Report (CDA 1037)
- ****Title V Senior Community Service Program** Quarterly Service Unit Report (Form 186Q)
 - Attach final version of Quarterly Progress Report from SPARQ system
- **Title V Senior Community Service Program** Quarterly Narrative Report

***Due date subject to California Department of Aging notifications*

Quarterly Reports *Due 30th of month following reporting period*

- **Long-Term Care Ombudsman Program**
 - Copy of completed Quarterly Ombudsman Reporting Form (OSLTCO S301) as submitted to the California Department of Aging
 - Attach program performance data from the Ombudsman Data Integration Network for July 1st through last day of reporting quarter

APPENDIX F

FRESNO-MADERA AREA AGENCY ON AGING SANCTION POLICY

I. At-Risk Designation

Title 45 of the Code of Federal Regulations (45 CFR), sections 74.14 and 92.12, defines factors that determine if an Agreement with a Contractor is at risk. In accordance with 45 CFR, the Fresno-Madera Area Agency on Aging (Agency on Aging) may consider an Agreement with a Contractor to be at-risk if the Agency on Aging determines that the Contractor:

- A. Has a history of unsatisfactory performance, for which examples include, but are not limited to:
 - 1. Grant funds are not obligated properly, are not disbursed, or are not spent for the contracted purpose;
 - 2. Financial reports do not include program income and the required match of funds;
 - 3. The quantity of service units provided is less than 95% of the projected level at any time following the third month of the Agreement period;
 - 4. The Targeting Plan is not implemented as described in the Program Narrative section of the Agreement;
 - 5. Complaints received from clients, their caretakers, or the general public indicate that the Contractor is not providing the contracted service at a satisfactory level.
- B. Is not financially stable;
- C. Has a management system which does not meet the management standards set forth in Article VI, Section B, *Accountability for Funds*, of this Agreement;
- D. Has not conformed to terms and conditions of previous awards; or
- E. Is otherwise not responsible, for which examples include, but are not limited, to:
 - 1. Financial or program reports are late, incorrect, or incomplete;
 - 2. Responses to corrective actions requested by the Agency on Aging are not provided by the due date;
 - 3. Corrective action plans are not implemented by the due date;
 - 4. Findings from a prior contract monitoring are repeated in a subsequent monitoring;

5. Failure to respond to telephone or written communications from the Agency on Aging in a timely manner; or
6. A violation of the law or failure to comply with any condition of this Agreement.

II. Sanctions

The Agency on Aging may impose sanctions (special conditions and/or restrictions) on the Contractor that correspond to the at-risk condition. Such sanctions may include:

- A. Withholding of funds;
- B. Requiring additional, more detailed, and/or more frequent financial and/or program reports;
- C. Requiring preparation and implementation of an acceptable corrective action plan;
- D. Additional contract monitoring;
- E. Requiring the Contractor to obtain technical or management assistance;
- F. Establishing additional prior approvals; and/or
- G. Withholding authority to continue provision of service within a given funding period.

Sanctions may be imposed upon approval by the Executive Director of the Agency on Aging, with the exception of Item II.G above, which requires approval by the Agency on Aging Governing Board.

For sanctions identified in Items II.A through II.F above, the Agency on Aging will promptly remove sanctions once the conditions that prompted them have been corrected.

For the sanction identified in Item II.G above, the sanction will be removed when the Contractor takes corrective action satisfactory to the Agency on Aging and/or the Contractor has been restored to satisfactory status in accordance with the terms and conditions of this Agreement.

III. Notification to Provider

The Agency on Aging will provide written notification to the Contractor of any sanctions imposed via certified or overnight mail, return receipt requested. Such notification will include:

- A. The nature of the sanctions;
- B. The reason(s) for imposing them;
- C. The effective date of the sanctions;
- D. The legal or contractual citation upon which the sanction is based;
- E. The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions; and
- F. The Agency on Aging's appeal procedure for service providers.

IV. Unresolved At-Risk Condition(s)

Should the at-risk condition(s) remain unresolved following the imposition of sanctions, the Agency on Aging may proceed to terminate the Agreement with the Contractor, in accordance with the *Termination* section of this Agreement (Article XVII, Title III and Title VI Area Plan Contracts; Article XVI, Title V Contract; Article XVI, Health Insurance Counseling and Advocacy Program Contract).

APPENDIX G
FRESNO-MADERA AREA AGENCY ON AGING
APPEAL PROCEDURE FOR SERVICE PROVIDERS

I. Actions Subject to Appeal

- A. A contracted or potential provider of service (service provider) has the right to appeal an adverse determination made by the Fresno-Madera Area Agency on Aging (Agency on Aging). The actions below shall be considered adverse determinations that are subject to appeal [Title 22 CCR §7704 (c)(1) – (c)(3)(C)]:
1. A reduction in the level of funding to an existing Contractor during an Agreement period; however, a reduction directly attributable to a reduction in the funding to the Area Agency on Aging by the State or federal government shall not be considered an adverse determination.
 2. A cancellation or termination of an existing Agreement with the Contractor prior to the Agreement's expiration date.
 3. Denial of an application to provide services when any of the following exist:
 - a) The presence of a conflict of interest, real or apparent, as specified in 45 CFR 92.36(b)(3);
 - b) The occurrence of a procedural error or omission, such as the failure of the Agency on Aging to include a federal mandate in its solicitation request;
 - c) The lack of substantial evidence to support the Agency on Aging's action.

II. Method of Notification

- A. The service provider shall provide notification of appeals, and the Agency on Aging shall provide notification of subsequent appeals determinations, by certified or overnight mail, return receipt requested, or by personal delivery in writing.
- B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging, 3837 North Clark Street, Fresno, CA 93726.

- C. The Agency on Aging shall transmit notification to the address listed on the service provider's appeal; if this address differs from the address listed on page 1 of the service provider's Agreement with the Agency on Aging, the Agency on Aging shall transmit a copy of the notification to the address contained on page 1 of the Agreement.
- D. The Agency on Aging shall include a copy of this Appeal Procedure for Service Providers with all notifications to service providers of adverse appeals determinations.

III. Process

- A. The service provider shall give notice of intent to appeal to the Executive Director of the Agency on Aging within ten (10) business days of the Agency on Aging's notice of adverse determination. The notice of intent to appeal shall be in writing, must state the specific grounds upon which the action by the Agency on Aging is appealed, and must be accompanied by all supporting documents.
- B. The Executive Director of the Agency on Aging shall investigate the appeal and issue a written determination to the service provider within fifteen (15) business days of receipt of the appeal. The determination shall set forth the Agency on Aging's position and specify applicable sections of the service provider's Agreement with the Agency on Aging, government regulations, government statutes, or other provisions relied upon.
- C. If the service provider is dissatisfied with the Agency on Aging Executive Director's determination, the service provider may appeal to the Executive Committee of the Agency on Aging Governing Board within ten (10) business days of the date of the Agency on Aging Executive Director's written determination. The appeal shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.
- D. The Executive Committee of the Agency on Aging Governing Board (Executive Committee) shall, within fifteen (15) business days of receipt of the service provider's appeal:
 - 1. Review the service provider's appeal, considering any additional evidence or documentation provided by the Agency on Aging Executive Director;
 - 2. Determine if the appeal should be denied, or if a recommendation should be made to the full Agency on Aging Governing Board at its next scheduled meeting to take action to grant the appeal; and

3. Provide written notification of its determination to the service provider.
- E. If the service provider is dissatisfied with the Executive Committee's determination, the service provider may request a hearing before the full Agency on Aging Governing Board. The service provider must request the hearing within ten (10) business days of the Executive Committee's written notification of determination. The hearing request shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.
- F. If the Agency on Aging Governing Board does not accept and implement the Executive Committee's recommendation to grant the service provider's appeal:
1. The Agency on Aging shall provide written notification to the service provider of the Governing Board's decision within two (2) business days following the decision;
 2. The service provider may request a hearing before the Agency on Aging Governing Board. The service provider must request the hearing within ten (10) business days of the date of the notification of the Agency on Aging Governing Board's decision. The hearing request shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.
- G. Upon receipt of the service provider's request for a hearing before the Agency on Aging Governing Board, the Agency on Aging will place the hearing on the agenda of the next regularly scheduled meeting of the Agency on Aging Governing Board, and provide the service provider with a copy of the published agenda.
1. The hearing before the Agency on Aging Governing Board shall consist of:
 - a) Receipt and review of all previously submitted documents concerning the appeal;
 - b) Submission in writing by the service provider of any additional information or documentation supporting the service provider's position;
 - c) An oral presentation by the service provider, not to exceed thirty (30) minutes; and

- d) An oral presentation by the Agency on Aging Executive Director and/or Agency on Aging staff, not to exceed thirty (30) minutes.
- 2. At the conclusion of the hearing, the Agency on Aging Governing Board shall vote to accept or deny the service provider's appeal.
 - a) If the appeal is denied, the Agency on Aging Governing Board shall notify the service provider in writing of the reason(s) the appeal was denied, including a statement that all appeal procedures to the Agency on Aging and its Governing Board have been exhausted, and of the service provider's right to appeal the Governing Board's decision to the California Department of Aging. Such notification shall include a copy of Sections 7700 through 7710 of Title 22 of the California Code of Regulations, which contains the process for appealing the determination to the California Department of Aging.

APPENDIX H

FRESNO-MADERA AREA AGENCY ON AGING CONTACT LIST FOR SERVICE PROVIDERS

Telephone Number for All Contacts: (559) 600-4405

Linda Descoteaux Administrative Manager Email: ldescoteaux@fmaaa.org Fax: (559) 243-5918	Contract Administration Administrative & Program Monitoring (excluding Nutrition and Adult Day Care) Area Agency on Aging Area Plan and Updates Service Unit Planning and Performance Q Care Access Client Database Administration
Teresa Scheidt Senior Accountant Email: tscheidt@fmaaa.org Fax: (559) 243-5918	Budget Questions Financial Close-Out Reports Fiscal Monitoring Monthly Payments to Service Providers Quarterly Reports of Expenditures & Donation Revenue
Adam Vinogradoff Administrative Analyst Email: avinogradoff@fmaaa.org Fax: (559) 243-5918	Monthly Service Unit Reports and Supporting Rosters Quarterly Service Unit Reports Client Intake Forms Congregate Meal Site Rosters & Daily Sign-In Sheets Nutrition Volunteer Summary Report
Stephanie Jenkins Program Coordinator Email: sjenkins@fmaaa.org Fax: (559) 243-5651	Congregate Nutrition Site Procedures Daily Congregate Meal Counts Nutrition Site Food Safety Nutrition Supply Order Forms Nutrition Site Monitoring Adult Day Care Site Monitoring
Peggy Bakeman Jessica Jacobo Lopez Program Coordinators Email: pbakeman@fmaaa.org jjacobolopez@fmaaa.org Fax: (559) 243-5651	Home-Delivered Meals: Discontinue or Restart Eligibility & Assessments Missed Deliveries Short-Term Temporary (STT) Program

**Fresno-Madera Area Agency on Aging
3837 N. Clark St.
Fresno, CA 93726**

APPENDIX I
FRESNO-MADERA AREA AGENCY ON AGING
EMERGENCY CONTACT INFORMATION

Information and Assistance:	(559) 600-4405 (800) 510-2020
-----------------------------	----------------------------------

Executive Director, Emergency Coordinator, and Public Relations Officer	Jean Robinson
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
After Hours Phone:	(559) 930-5847

Administrative Manager, Alternate Emergency Coordinator	Linda L. Descoteaux
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
After Hours Phone:	(559) 270-9939

APPENDIX J

COMMUNITY FOCAL POINTS LIST

CCR Title 22, Article 3, Section 7302(a)(14), 45 CFR Section 1321.53(c), OAA 2006 306(a)

Definition of Focal Point: *A facility established to encourage the maximum collocation and coordination of services for older individuals. (42 USC Section 3002 (21))*

Planning and Service Area 14 - Designated Community Focal Points		
Fresno County		
Fresno-Madera Area Agency on Aging (includes Senior Resource Center/Sierra Resource Campus)	3837 N. Clark St.	Fresno, CA 93726
Clovis Senior Center	850 4th St.	Clovis, CA 93612
Coalinga Senior Center	220 E. Forest Ave.	Coalinga, CA 93210
Edwin Blayney Senior Center	108 N. 3 rd St.	Fowler, CA 93625
Firebaugh Senior Center	1601 Thomas Conboy Ave.	Firebaugh, CA 93622
Huron Senior Center	16900 5 th St.	Huron, CA 93234
Kerman Senior Center	720 S. 8 th St.	Kerman, CA 93630
Kingsburg Senior Center	1450 Ellis St.	Kingsburg, CA 93631
Mary Ella Brown Community Center	1350 E. Annadale Ave.	Fresno, CA 93706
Mendota Senior Center	415 Sorenson Ave.	Mendota, CA 93640
Mosqueda Community Center	3670 E. Butler Ave.	Fresno, CA 93702
Nick Medina Senior Center	2301 Selma St.	Selma, CA 93662
Orange Cove Senior Center	699 6 th St.	Orange Cove, CA 93646
Pinedale Community Center	7170 N. San Pablo Ave.	Pinedale, CA 93650
Reedley Senior Center	100 N. East Ave.	Reedley, CA 93654
Sanger Senior Center	730 Recreation Ave.	Sanger, CA 93657
Sierra Oaks Senior and Community Center	33276 Lodge Rd.	Tollhouse, CA 93667
Ted C. Wills Community Center	770 N. San Pablo Ave.	Fresno, CA 93728
Madera County		
Chowchilla Senior Center	820 Robertson Blvd.	Chowchilla, CA 93610
Frank A. Bergon Senior Center	238 S. D St.	Madera, CA 93637
Pan-American Community Center	703 E. Sherwood Way	Madera, CA 93638
Ranchos/Hills Senior Center	37330 Berkshire Dr.	Madera Ranchos, CA 93636
Sierra Senior Center	49111 Cinder Ln.	Oakhurst, CA 93644

APPENDIX K

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Please complete and sign Internal Revenue Service Form W-9, which is provided on the next page.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. City of Madera	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) 205 W. 4th Street	Requester's name and address (optional) Fresno-Madera Area Agency on Aging
	6 City, state, and ZIP code Madera, CA 93637	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
9	4	-	6	0	0	0	3	6	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ Mark Etheridge	Date ▶ 7/18/17
-----------	--	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. **ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor ⁴

For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT A

TITLE III B PROGRAM EXHIBIT Transportation

I. Definitions Specific to Title III B Programs:

- A. **Program Requirements** is defined as Title III program requirements found in the Older Americans Act (OAA) [42 USC Section 3001-3058]; the Code of Federal Regulations (CFR) [45 CFR 1321]; the California Code of Regulations (CCR) [22 CCR §7000 et seq.]; and California Department of Aging Program Memoranda.
- B. **Title III B (Supportive Services)** is defined as a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and National Ombudsman Reporting System (NORS). [OAA §321(a)]
- C. **Priority Services for Title III B** are defined as those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services, such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.
- D. **Eligible Service Population** is defined as individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. [OAA §305(a)(2)(E)] [22 CCR §§7125, 7127, 7130, 7135 and 7638.7].
- E. **Transportation** is defined as transportation from one location to another, and does not include any other activity. Transportation may include travel vouchers and transit passes. The unit of measurement is one one-way trip.
- F. **Unduplicated Client Count** is defined as a new person served. A client is considered new, only once within the fiscal year, when he/she first utilizes a covered service. A client, who has never been previously registered as a client for the service in the current fiscal year, may be counted as unduplicated.

II. Scope of Work

The service provider is charged with providing Transportation services for individuals 60 years of age or older, with emphasis on those in greatest economic and social need with particular attention to low income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. Transportation shall be provided within a geographic area, and/or to and from specific Agency on Aging Congregate Nutrition meal sites, as mutually agreed upon by the service provider and the Agency on Aging and as specified in Exhibit E, Item 2 of this Agreement.

III. Additional Assurances

- A. Vehicles used for Transportation shall be properly maintained by the service provider with regards to repairs and maintenance, cleanliness, accessibility, etc.
- B. Vehicles used for Transportation must be wheelchair accessible.
- C. The service provider must keep the license, registration, and insurance current for all vehicles used for Transportation.
- D. Service provider shall utilize the DMV Pull Program to review driving records of all drivers to ensure each driver has a safe driving record before hiring.
- E. All Transportation program staff, including drivers, shall be provided with initial training on working with older adults, safety, and accident prevention.
- F. The service provider shall coordinate services to allow maximum usage of vehicle spaces and efficient use of driver time to meet contracted units of service.
- G. If providing Transportation to Agency on Aging Congregate Nutrition meal sites, the service provider shall provide demand-responsive transportation service to and from designated congregate meal site locations in a time coordinated manner to allow participating older adults adequate time to eat a leisurely meal at the site and enjoy a brief period of socialization with other older adults.
- H. If Transportation is provided via travel vouchers and/or transit passes, the service provider shall monitor the distribution to ensure the quantity of vouchers/passes issued to any one individual can be reasonably used by the individual within a 30-day period.

- I. No specific service boundaries shall be designated until such time that the service provider finds the requests for such trips result in unreasonable trip lengths and ride times and inefficient and ineffective service. The service provider shall provide a written request for approval from the Agency on Aging for any proposed changes in service area.
- J. The Agency on Aging shall be notified in writing by the service provider on any and all occasions when an older adult is denied service, including for the reason indicated in paragraph I above.
- K. Suggested donation for each one-way trip shall be posted in the vehicle, and must clearly state that service for individuals age 60 or over cannot be denied for lack of a donation. If Transportation is provided via travel vouchers and/or transit passes, a sign shall be posted at the point of distribution that clearly states that the vouchers/passes for individuals age 60 or over cannot be denied for lack of a donation.
- L. Service provider shall provide a locked fare box in each vehicle having an opening into which the older adult participant can deposit coin or paper money contributions with relative ease.
- M. All donations shall be handled in a manner that ensures confidentiality of the donor and provides fiscal security and accountability. All donations shall be retained by the service provider to help offset operational costs.
- N. Service provider shall periodically publicize/market the need for, and uses of, the donations collected for Transportation services.
- O. Service provider shall notify the Agency on Aging when any vehicles used for provision of transportation under this contract are involved in any major accident or when personal injury is involved.
- P. Service provider shall immediately notify the Agency on Aging when any crisis occurs with an older adult passenger.
- Q. The service provider must submit the reports specific to this program as listed in Appendix E of this Agreement and by the due dates listed in Appendix E of this Agreement.
- R. Service providers shall accurately track the number of older adult passengers to document units of service provided.
- S. The service provider shall have a plan to ensure accuracy of data from all levels. This plan shall include a method for the service provider to verify the accuracy of their data prior to submission to the Fresno-Madera Area Agency on Aging.

- T. The service provider must report the unduplicated client count on a quarterly basis via the September, December, March, and June Monthly Service Unit Reports, and must maintain documentation of the number of unduplicated clients. An unduplicated count can be determined by the use of a single descriptive profile or master client registry maintained by the service provider.

Exhibit B

Budget

The Agency on Aging sends budget forms in Excel format to service providers via e-mail.

Please return two completed sets of the budget with the signed and completed contract documents.

Please contact the Agency on Aging's fiscal department at (559) 600-4405 to request hard copies of the blank worksheets if needed.

(Revised June 2015)

**FRESNO - MADERA AGENCY ON AGING
PERSONNEL BUDGET DETAIL: FY 2017-18**

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III B - Transportation

CONTRACT NO: 18-0144
REVISION NO:

A. POSITION TITLE		B. FTE % (40 Hrs = 100%)	C. FULL ANNUAL SALARY	D. % OF TIME ON PROGRAM	E. FMAAA GRANT	F. PROGRAM DONATIONS	G. DONATIONS C-2	H. MATCHING FUNDS	I. NON- MATCHING FUNDS	J. TOTAL PERSONNEL COSTS
Community Service										
1. Manager	Salary	100.0%	76,196	0.50%				380		380
Community Service										
2. Coordinator	Salary	100.0%	51,928	1.00%				520		520
3. Office Assistant	Salary	100.0%	37,244	1.00%				372		372
4. Program Leader II Bergon	Salary	48.0%	12,729	2.00%		26		228		254
5. Program Leader II Pan Am	Salary	48.0%	12,729	2.00%		26		228		254
6.	Salary									
7.	Salary									
8.	Salary									
9.	Salary									
10.	Salary									
Total Salaries <i>Page 2 Line 1 a ----></i>						52		1,728		1,780
Total Payroll Taxes <i>Page 2 Line 1 b ----></i>						2		45		47
Total Benefits <i>Page 2 Line 1 c ----></i>						6		803		809
TOTAL PERSONNEL COSTS <i>Page 2 Line 1 ----></i>						61		2,576		2,636

NOTE: If there is more than one employee per position, list each separately. Use additional pages as necessary.

IN-KIND PERSONNEL COSTS DESCRIPTION OF WORK PERFORMED	NUMBER OF VOLUNTEERS	AVE. ANNUAL HOURS PER VOLUNTEER	TOTAL ANNUAL HRS	RATE PER HOUR	TOTAL IN-KIND

(Revised June 2015)

**FRESNO - MADERA AREA AGENCY ON AGING
PROGRAM BUDGET BY INCOME SOURCE: FY 2017-2018**

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III B - Transportation

CONTRACT NO: 18-0144
REVISION NO:

CATEGORY	A. FMAAA GRANT	B. PROGRAM DONATIONS	C. DONATIONS C-2	D. MATCHING FUNDS	E. NON- MATCHING FUNDS	F. TOTAL CASH	G. IN-KIND MATCH
1. SALARIES & BENEFITS							
a. Salaries		52		1,728		1,780	
b. Payroll Taxes		2		45		47	
c. Employee Benefits & Work. Comp.		6		803		809	
1. PERSONNEL COSTS		60		2,576		2,636	
2. TRAVEL AND TRAINING							
a. Staff Travel							
b. Volunteer Travel							
c. Training							
2. TRAVEL AND TRAINING							
3. EQUIPMENT PURCHASE (*)							
4. CONSULTANTS							
5. MEALS							
6. PROGRAM/SITE SUPPLIES (**)							
7 OTHER COSTS:							
a. Liability Insurance							
b. Telephone							
c. Office Supplies							
d. Postage							
e. Building Rent							
f. Building Maintenance							
g. Equipment Maintenance							
h. Vehicle Maintenance							
i. Utilities							
j. Printing							
k. Memberships/Licenses							
l. Subscriptions/Publications							
m. Advertising							
n. Bus Tickets	14,039					14,039	
o.							
7. OTHER COSTS:	14,039					14,039	
TOTAL DIRECT COSTS	14,039	60		2,576		16,675	
8. INDIRECT COSTS (Attach narrative)							
TOTAL COSTS	14,039	60		2,576		16,675	

* List all proposed equipment purchases on page 4. (Equipment is an asset with a per item purchase price in excess of **\$500 including taxes, shipping and installation**)

** List all proposed purchases on page 4 of single or individual items with a cost in excess of **\$100 including taxes, shipping and installation.**

(Revised June 2015)

**FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF FUNDING SOURCES: FY 2017-18**

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III B - Transportation

CONTRACT NO: 18-0144
REVISION NO:

	PROGRAM	
	B. CASH	C. IN-KIND
1. FMAAA Grant	14,039	
2. Program Donations:		
Current Year Program Donations	60	
Deferred Donations		
3. Home-Delivered Nutrition (C-2) Donations:		
Current Year Home-Delivered Nutrition (C-2) Donations		
Deferred Home-Delivered Nutrition (C-2) Donations		
4. Matching Funds - Cash & In-Kind (List Source):		
a. City of Madera General Fund	2,576	
b.		
c.		
d.		
5. Non-Matching Funds [Federal Funds/Other Program Match] - Cash & In-Kind (List Source):		
a.		
b.		
c.		
6. TOTAL FUNDING		
<i>(These totals must agree with the totals shown at the bottom of Page 2 column F and G)</i>	16,675	
Total from Page 2, Columns F and G	16,675	
Variance (must be zero)	0	0

(Revised June 2015)

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF PROGRAM/SITE SUPPLIES AND EQUIPMENT PURCHASES: FY 2017-18

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III B - Transportation

CONTRACT NO: 18-0144
REVISION NO:

ITEM QUANTITY (Must List number)	Item Type / Descripton	Estimated Month of Purchase	Estimated per unit purchase cost (***)	How is the item to be used for the program the grant is funding?	Estimated amount paid by FMAAA / GRANT funding	Estimated amount paid by DONATION funding	Estimated amount paid by MATCH funding
1	PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING \$100 PER INDIVIDUAL OR SINGLE ITEM:						
a							
b							
c							
d							
e							
f							
g							
h							
i							
j							
k							
l							
m							
n							
o							
p							
q							
	TOTAL PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING \$100 PER INDIVIDUAL OR SINGLE ITEM:						
2	PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING \$500 PER INDIVIDUAL OR SINGLE ITEM:						
a							
b							
c							
d							
e							
	TOTAL PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING \$500 PER INDIVIDUAL OR SINGLE ITEM:						

*** Costs to include estimated purchase of the individual / single item to be purchased, any taxes, any shipping and installation costs.

EXHIBIT C

ANNUAL SUMMARY OF ACTIVITIES

PROGRAM & SERVICE: Title III B Supportive Services: Transportation

SERVICE PROVIDER: City of Madera

CONTRACT NUMBER: 18-0144

CONTRACT EFFECTIVE: July 1, 2017 to June 30, 2018

GOAL: The goal of Transportation is to secure or provide transportation to assist older persons in obtaining essential services.

<u>SERVICE</u>	<u>DEFINITION</u>
Transportation	Transportation is defined as transportation from one location to another, and does not include any other activity. Transportation may include travel vouchers and transit passes.

SERVICE	NAPIS ID	UNDULICATED INDIVIDUALS TO BE SERVED	UNITS OF SERVICE TO BE PROVIDED	UNIT OF MEASURE
Transportation	10	250	28,078	1 One-Way Trip

EXHIBIT D

PROGRAM COST EFFICIENCY

Complete a Program Cost Efficiency form for each contracted program. If more than one service location, include the total number of contracted program service units for all service locations.

Contract Effective: July 1, 2017 through June 30, 2018

Service Provider: City of Madera

Contract Number: 18-0144

Service: Transportation

FMAAA Grant Funds \$14,039

Total Program Service Units 28,078

*Cost per Unit of Service \$0.50

**FMAAA Grant Funds divided by
Total Program Service Units*

Grant funds received from the
FMAAA and all other sources

Total Program Service Units 28,078

**Cost per Unit of Service

***Grant funds from all funding sources
divided by Total Program Service Units*

EXHIBIT E
PROGRAM NARRATIVE

1. AGENCY'S HISTORY OF SERVICE TO OLDER ADULTS

City of Madera	1907
Organization Name	Year Established

Type of Organization (Check One)			
X	City Government		Non-Profit 501(c)(3)
	County Government		For-Profit
	Joint Powers Authority (JPA)		Other: _____

List programs/services your organization provides for older adults, and the number of years your organization has provided the program/service.	
Program/Service	# of Years
Congregate Nutrition	33
Transportation	18
Health & Wellness Presentation / Fitness Classes	14
Recreational Activities	33
Leisure Trips	33
Adult Day Care	28

2. SERVICE AREA

Where will the contracted program be provided?		
Street Address	City	Zip Code
Frank Bergon Senior Center 238 South D Street	Madera	93638
Pan American Community Center 703 East Sherwood Way	Madera	93638

EXHIBIT E
PROGRAM NARRATIVE

3. LANGUAGE TRANSLATION NEEDS & PROVISIONS

	Enter an "X" in the boxes below to indicate who speaks the language listed to the left.		
	Program Participants	Program Staff	Program Volunteers
English	X	X	X
Spanish	X	X	X
Hmong			
Arabic			
Armenian			
Cantonese			
Farsi (Persian)			
Filipino (Pilipino/Tagalog)			
Hindi			
Japanese			
Khmer (Cambodian)			
Khmu			
Korean			
Lao			
Mandarin (Putonghua)			
Mien (Yao)			
Mixteco			
Portuguese			
Punjabi			
Russian			
Thai			
Ukrainian			
Urdu			
Vietnamese			
Other: _____			

EXHIBIT E PROGRAM NARRATIVE

What resources does your organization use, or have available to use, when interpretation is needed for a program participant?

The City of Madera has a translation technology system from an institute of Local Government (ILG) grant. The system is available to residents at council meetings and other large community events. Fifty such devices are available for special presentations to the senior population; they can also be used for those who are hearing impaired.

How does your organization provide the contracted service to individuals who speak a language that is not spoken by program staff or volunteers?

There are several staff and volunteers who are fluent in Spanish which is the common spoken other language. If other languages are needed, staff is available to assist.

4. CONFIDENTIALITY PROCEDURES

How does your organization protect the confidentiality of the program participant during verbal discussions? *(For example, asking the program participant for their date of birth, phone number, and any other information that identifies the individual and is needed to complete the client intake form)*

Confidentiality with our participants is done by providing a private place, most commonly a closed office.

How does your organization protect confidential information obtained from program participants, such as client intake forms, from disclosure?

Staff completes the intake form in a closed office and all records are kept in a locked cabinet and secured in the designated area. In-service regarding the need for confidentiality is continually given at staff meetings and no information is provided without the Director's approval.

EXHIBIT E
PROGRAM NARRATIVE

Contracted Program:	Transportation
----------------------------	----------------

5. PROGRAM DESCRIPTION

Provide a brief description of how your organization provides the contracted program.

1. Subscription service: Whereby a senior citizen arranges for pick up and drop off at regularly scheduled times.
2. Non-Subscription service: Whereby a senior citizen must call to arrange for pick up

Both types of services provide curbside pickup and are offered within Madera City limits.

What was the primary accomplishment achieved by the contracted program in the past year?

Serving 240 unduplicated seniors with transportation tickets. The seniors would not have had transportation to nutrition site, doctors, grocery shopping, etc. had it not been for the bus tickets.

Please describe another accomplishment achieved by the contracted program in the past year.

The transportation bus tickets assist the senior in being self-reliant, by not having to depend on family or friends to take them to their appointments. The independence helps them secure a better quality of life.

6. CASE STUDY

Briefly describe how the contracted program successfully met the needs of a program participant in the past year. Do not use real names.

A senior shares:

I am homeless and the bus tickets enable me to come to the senior center to have a hot meal, join in daily activities, and be connected. The availability of computers keeps me informed and to socialize with others helps me a lot. Being on the street is very lonely, so the hours I spend at the center helps me to be engaged with others. Without the bus tickets, I would be stranded somewhere without any resources.

EXHIBIT E PROGRAM NARRATIVE

7. STAFFING

Please provide the names and titles of all staff listed in the Personnel section of the contract budget (Exhibit B).

Name	Title
Ozzie Naranjo	Community Programs Manager
Corinne Long-Folk	Community Programs Coordinator
Mark Etheridge	Business Manager
Susan Gonzales	Program Leader II – Pan American
Lauren Magdaleno	Program Leader II – Frank Bergon

***Please provide the name and contact information for the person who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.**

Ozzie Naranjo	Community Programs Manager
---------------	----------------------------

Name

Title

(559) 661-5495	onaranjo@cityofmadera.com
----------------	---------------------------

Telephone Number

E-mail Address

→ ***Attach the following documents to the “Documents Required to Execute Contract” checklist:**

- The **job description** for this position;
- The **resume** for the person occupying this position.

EXHIBIT E
PROGRAM NARRATIVE

8. SERVICE PROVIDER TIME FRAME

What days and hours will the contracted program be available? (Please note that these are not necessarily the same hours your organization/facility is open.)

Location	Days Open	Start Time	Close Time
Frank Bergon Senior Center	Tuesday	8:00 am	11:00 am
Pan American Community Center	Tuesday	8:00 am	11:00 am

Month	Enter Dates of Holidays & Other Planned Closures	Total Days Service to be Provided
July 2017	7/4/17	20
August 2017		23
September 2017	9/4/17	20
October 2017	10/9/17	19
November 2017	11/10/17, 11/23/17, 11/24/17	19
December 2017	12/25/17	20
January 2018	1/1/18, 1/15/18	21
February 2018	2/19/18	19
March 2018		22
April 2018		21
May 2018	5/28/18	22
June 2018		21
Total Days of Contracted Service to be Provided under this Agreement:		247

EXHIBIT E
PROGRAM NARRATIVE

9. PROGRAM EVALUATION/IMPROVEMENT

In reviewing the past year's performance, identify areas that your organization could focus on for improvement of the contracted program.

The program this last year saw 240 unduplicated seniors utilize the service and we and still did not meet the transportation needs of our seniors. With the increase in grant funds for the program this budget year, we will continue to target the baby boomers and low income seniors through our continued marketing strategies and thus assist more seniors in our community.

How would participants of the contracted program benefit from these improvements?

The seniors that do not participate in our programs currently may be looking for local services through our City of Madera website or through Facebook that are not cost prohibited to get to their appointments or grocery shopping, etc. The senior transportation tickets will help meet their needs.

Describe the specific steps your organization will take to make these improvements during the current fiscal year.

Through our marketing strategies:

1. Disperse handouts at health fairs, pomegranate festival, Business Expo, etc.
2. Provide information to other local agencies that target seniors
3. Continue to have information on Facebook
4. Signage and information at our Senior Centers

Describe how you will know if your improvement efforts are successful, and how you will measure your achievements.

1. Increase in unduplicated ridership
2. Response/requests from our targeted local agencies
3. Likes / Hits on Facebook
4. Continue to ask how the senior heard about our transportation program

EXHIBIT E PROGRAM NARRATIVE

10. OUTREACH ACTIVITIES/TARGETING PLAN (22 CCR § 7310, WIC § 9103)

Targeted Group of Older Individuals	How will the Targeted Group be informed of the contracted program & encouraged to participate?	Month(s) Scheduled
Reside in rural areas	Information is listed in the activity guide and are disseminated at rural commodities/food distribution sites, posted on Facebook, and Madera CAPMC	Monthly
Greatest economic need (<i>Income level at or below the federal poverty line</i>)	Activity guide is dispersed at food distributions, senior centers, business expo, two annual senior BBQ's, MCH Home Health, Camarena Health Center, Farmer's Market, Home Delivered Meals	Ongoing Sept '17 May '18 June '18
Greatest social need (<i>Need caused by non-economic factors</i>)	Activity guide is dispersed at food distributions, senior centers, business expo, two annual senior BBQ's, MCH Home Health, Camarena Health Center, Farmer's Market, Home Delivered Meals, senior dance's	Ongoing Sept '17 May '18 June '18
Native Americans	The information is posted on Facebook, and the activity guides are given to Camarena Health and the Business Expo.	Ongoing July '17 June '18
Minorities with greatest economic and/or social need	The activity guide is available at senior centers, monthly food distribution and posted on Facebook. Provided to health agencies, health fairs, school fairs, Senior BBQ's, home delivered meals and senior dances	Ongoing
Limited English proficiency	The activity guide is published in English and Spanish The program is listed on Facebook. Senior center staff speak Spanish and can assist with information	Ongoing
Severe disabilities (<i>Severe, chronic physical and/or mental impairment that is likely to continue indefinitely & results in substantial functional limitation in 3 or more major life activities</i>)	The activity guide is provided to the agencies that serve disabilities: ARP, Star Center, Madera Home Health, Behavioral Health, Mental Health Services and Home Delivered Meals and SNAP	Ongoing
Alzheimer's disease or related disorders with neurological & organic brain dysfunction (and the caregivers of these individuals)	The Adult Day Care Center brochure and activity guide is given to all potential and current participants families, support groups, senior centers, VCRC, Business Expo, Health Agencies, Movies in the Park health fairs, MCH, and Behavioral Health, health fairs, local agencies	Ongoing July '17 August '17 May '18 June '18
Lesbian, gay, bisexual, or transgender	The activity guide is available on our City website along with the regular posting on Facebook. Activity guide is given to Home Delivered Meals participants	Ongoing

EXHIBIT F

SERVICE PROVIDER EMERGENCY RESOURCE INFORMATION

Please complete for each location from which contracted services are offered.

Organization	City of Madera
Site Name	Frank Bergon Senior Center
Street Address	238 South D Street
City/ST/Zip	Madera, CA 93638

Primary Contact	Ozzie Naranjo		
Job Title	Community Programs Manager	E-mail	Onaranjo@cityofmadera.com
Office Phone	559-661-5495	Cell Phone	

Secondary Contact:	Corinne Long-Folk		
Job Title	Community Programs Coordinator	E-mail	cfolk@cityofmadera.com
Office Phone	559-661-5489	Cell Phone	559-232-3380

Please check all emergency services that could be provided from this site:			
<input type="checkbox"/>	Emergency Power/Generator	<input type="checkbox"/>	CB Radio
<input checked="" type="checkbox"/>	Emergency First Aid	<input type="checkbox"/>	Ham Radio
<input checked="" type="checkbox"/>	Cooking Facilities	<input checked="" type="checkbox"/>	Internet Access
<input checked="" type="checkbox"/>	Distribution Site for Food & Water	<input checked="" type="checkbox"/>	Spanish Translation
<input type="checkbox"/>	Counseling Services	<input type="checkbox"/>	Sign Language Translation
<input type="checkbox"/>	Home/Neighborhood Cleanup	<input type="checkbox"/>	Other Translation:

	Yes	No
Can this site provide temporary shelter space for 48 hours or more in the event of an emergency?	X	
Is this site able to help with assessing the needs of older individuals in the neighborhood or community following a disaster?	X	
Following a major disaster, can this site help transport older individuals to disaster services?		X
Does this site have a dedicated vehicle that is lift-equipped?		X
Given the resources, can this site expand meal services following a disaster to meet needs in the community?	X	

How many people can this facility provide emergency shelter for?	100
How many days can this facility function using its back-up power source?	0
How many gallons of water are stored on-site as an emergency supply?	0

EXHIBIT F

SERVICE PROVIDER EMERGENCY RESOURCE INFORMATION

Please complete for each location from which contracted services are offered.

Organization	City of Madera
Site Name	Pan American Community Center
Street Address	703 East Sherwood
City/ST/Zip	Madera, CA 93638

Primary Contact	Ozzie Naranjo		
Job Title	Community Programs Manager	E-mail	onaranjo@cityofmadera.com
Office Phone	559-661-5495	Cell Phone	

Secondary Contact:	Corinne Long-Folk		
Job Title	Community Programs Coordinator	E-mail	cfolk@cityofmadera.com
Office Phone	559-661-5489	Cell Phone	559-232-3380

Please check all emergency services that could be provided from this site:			
<input type="checkbox"/>	Emergency Power/Generator	<input type="checkbox"/>	CB Radio
<input checked="" type="checkbox"/>	Emergency First Aid	<input type="checkbox"/>	Ham Radio
<input checked="" type="checkbox"/>	Cooking Facilities	<input checked="" type="checkbox"/>	Internet Access
<input checked="" type="checkbox"/>	Distribution Site for Food & Water	<input checked="" type="checkbox"/>	Spanish Translation
<input type="checkbox"/>	Counseling Services	<input type="checkbox"/>	Sign Language Translation
<input type="checkbox"/>	Home/Neighborhood Cleanup	<input type="checkbox"/>	Other Translation:

	Yes	No
Can this site provide temporary shelter space for 48 hours or more in the event of an emergency?	x	
Is this site able to help with assessing the needs of older individuals in the neighborhood or community following a disaster?	x	
Following a major disaster, can this site help transport older individuals to disaster services?		x
Does this site have a dedicated vehicle that is lift-equipped?		x
Given the resources, can this site expand meal services following a disaster to meet needs in the community?	x	

How many people can this facility provide emergency shelter for?	390
How many days can this facility function using its back-up power source?	0
How many gallons of water are stored on-site as an emergency supply?	0

Internal Revenue Service

Date: October 3, 2007

CITY OF MADERA
FINANCE DEPARTMENT
105 W 4TH ST
MADERA CA 93637-3527 050

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Mrs. Bonnie Lawson #17-57098
Customer Service Representative
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
94-6000365

Dear Sir or Madam:

This is in response to your request of October 3, 2007, regarding your organization's federal tax status.

Our records indicate that your organization may be a governmental instrumentality or a political subdivision of a state.

A provision of the Internal Revenue Code imposes a tax on the income of governmental units (such as states and their political subdivisions). Therefore, it has been the position of the Service that income of governmental units is not generally subject to federal income taxation. If, however, an entity is not itself a governmental unit but an "integral part" thereof, its income will be subject to tax unless an exclusion or exemption applies.

An exclusion is provided by section 115(1) of the Code, which excludes from gross income:

"...income derived from ... the exercise of any essential governmental function and accruing to a State or any political subdivision thereof ..."

Your organization's income may not be subject to tax, either because the organization is a governmental unit or an "integral part" thereof, or because the income is excluded under section 115. In addition, your organization may also be eligible to receive charitable contributions, which are deductible for federal income, estate, and gift tax purposes. Also, your organization is probably exempt from many federal excise taxes.

Your organization may obtain a letter ruling on its status under section 115 by following the procedures set forth in Rev. Proc. 2002-1 or its successor.

Your organization may also qualify for exemption from federal income tax as an organization described in section 501(c)(3) of the Code. If the organization is an entity separate from the state, county, or municipal government, and if it does not have powers or purposes inconsistent with exemption (such as the power to tax or exercise enforcement of regulatory powers), your organization would qualify under section 501(c)(3). To obtain exemption, complete Form 1023 and pay the required user fee.

14-6000365

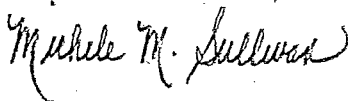
Sometimes governmental units are asked to provide proof of their status as part of a grant application. If your organization is applying for a grant from a private foundation, the foundation may be requesting certain information from your organization because of the restrictions imposed by the Code on such foundations. One such restriction imposes a tax on private foundations that make any "taxable expenditures." Under section 4945(d) and (h) of the Code, "taxable expenditures" include (1) any grant to an organization (unless excepted), unless the foundation exercises "expenditure responsibility" with respect to the grant; and (2) any expenditure for non-charitable purposes. Under section 4942 of the Code, private foundations must also distribute certain amounts for charitable purposes each year—"qualifying distributions"—or incur a tax on the undistributed amount. "Qualifying distributions" include certain amounts paid to accomplish charitable purposes.

Private foundation grants to governmental units for public or charitable purposes are not taxable expenditures under these provisions, regardless of whether the foundation exercises "expenditure responsibility." Under section 53.4945-5(a)(4)(ii) of the Foundation and Similar Excise Tax Regulations, expenditure responsibility is not required for grants for charitable purposes to governmental units (as defined in section 170(c)(1) of the Code). Similarly, grants to governmental units for public purposes are "qualifying distributions", under section 4942(a)-3(a) of the regulations; and, if they are for charitable purposes, will not be taxable expenditures, under section 53.4945-6(a) of the regulations. Most grants to governmental units will qualify as being for charitable (as well as public) purposes.

Because of these restrictions, some private foundations require grant applicants to submit a letter from the grantee determining them to be exempt under section 501(c)(3) and classified as a non-private foundation. Such a letter, or an underlying requirement that a grantee be a public charity, is not legally required to be removed from the restrictions described above, when the prospective grantee is a governmental unit and the grant is for qualifying (public or charitable) purposes.

We believe this general information will be of assistance to your organization. This letter, however, is not a contract and may not be relied on as such. If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



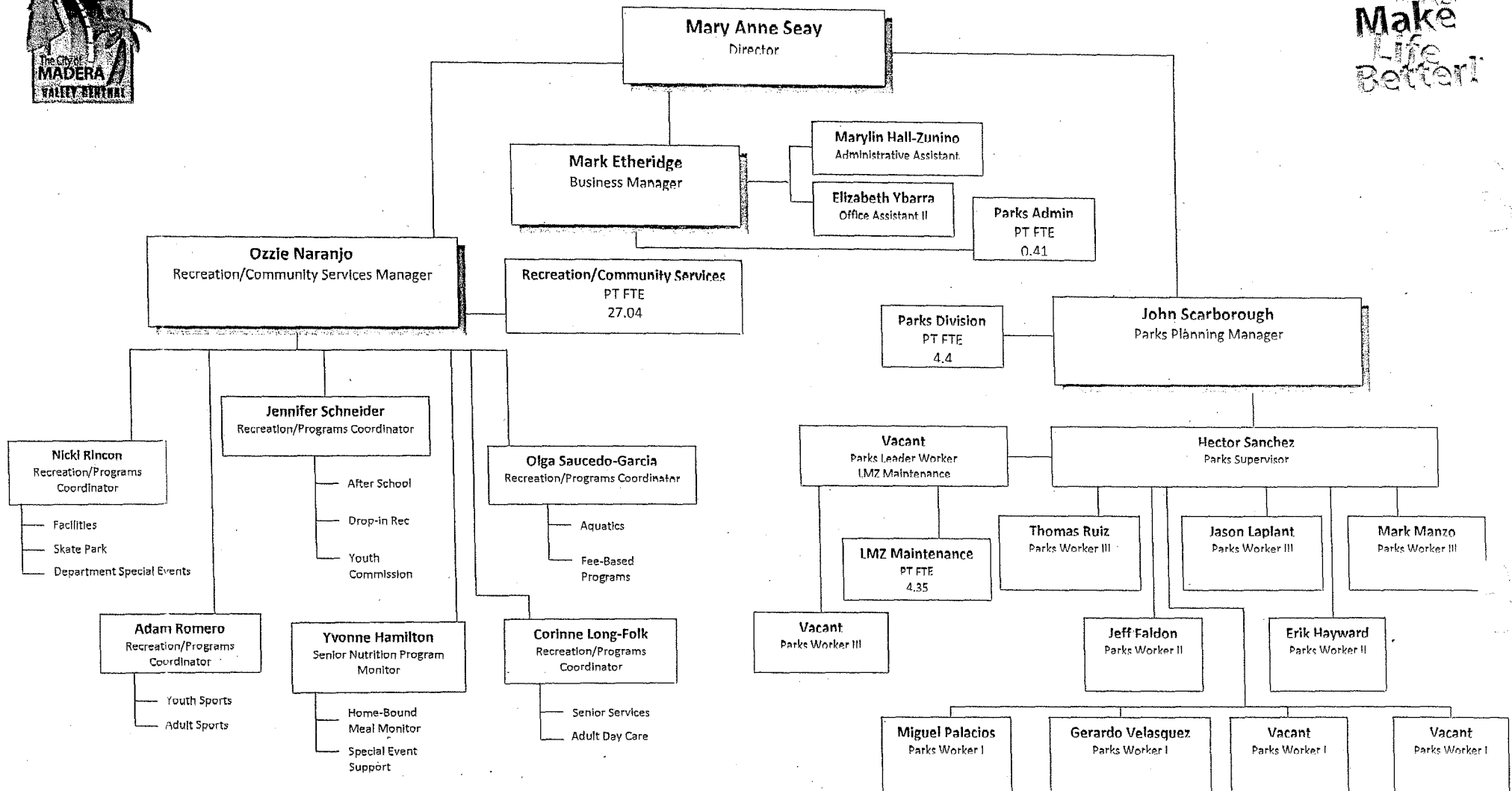
Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations 1



City of Madera

Parks & Community Services

Parks
Make
Life
Better!



CITY OF MADERA

RECREATION/COMMUNITY PROGRAMS MANAGER

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under direction, plans, manages, and oversees the activities of a variety of county-wide senior citizen's services, community recreational and leisure activities, and the operation and maintenance of program sites, including public use and rental of facilities. Identifies potential funding resources and administers grants; serves as a technical resource for assigned work personnel; provides responsible and complex staff support to the Director of Parks and Community Services. Performs other duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Recreation/Community Programs Manager** is a division manager within the Parks and Community Services Department exercising full responsibility for planning, organizing and directing the work activities of the recreation/community programs division. This classification is distinguished from the higher level classification of Director of Parks and Community Services in that the Director has overall responsibility for management of the Parks and Community Services Department.

SUPERVISION RECEIVED AND EXERCISED:

Receives direction from the Director of Parks and Community Services. Exercises direct and indirect supervision over assigned professional, technical, and clerical staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Oversees and/or participates in the development, implementation and maintenance of the division goals, objectives, policies and procedures; ensures that program goals are achieved.
- Plans, coordinates and reviews the work plan for recreation and community programs which may include program design, contract development and monitoring, and program site maintenance and repair; provides administrative and technical direction to lower level staff; ensures compliance with various reporting requirements.
- Coordinates in the selection and training of division personnel; assumes responsibility for motivating and evaluating assigned personnel; provides necessary training; initiates discipline procedures as is appropriate; recruits, hires and manages division staff; assigns work to division staff and office personnel; monitors work activities to ensure safe work practices, work quality and accuracy; ensures compliance to applicable rules, policies and

RECREATION/COMMUNITY PROGRAMS MANAGER

Page 2 of 3

procedures.

- Analyzes program services and evaluates changing and developing program needs; seeks out and applies for grants and donations for program funding; administers grants to ensure compliance with regulations. Prepares and administers annual budget for the division; monitors expenditures; coordinates division activities with agencies and non-profit services.
- Supervises and participates in the design, preparation and distribution of program publicity including press releases, brochures, pamphlets, flyers and printed schedules; represents the department on various community-wide and City committees.
- Prepares and provides complex reports, correspondence, staff reports, ordinances, and resolutions to the City Administrator, City Council, committees, City departments, outside agencies and the public; makes oral presentations and participates in organizational and community group meetings; responds to questions and inquiries, and investigates complaints
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer key board. Additionally, the position requires near and far vision in reading written reports and work related documents and acute hearing is required when providing phone and face-to-face service. In addition, incumbents may be required to lift equipment and materials weighing in excess of 25 pounds.

QUALIFICATIONS *(The following are minimal qualifications necessary for entry into the classification)*

Experience and Education: Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Recreation/Community Programs Manager**. A typical way of obtaining the required qualifications is to possess the equivalent of six (6) years of increasingly responsible supervisory experience in the delivery of human services, seniors' program, leisure time services, and/or recreation services, and the equivalent to a Bachelor's degree in Recreation, Business or Public Administration, or a related field.

License Required:

Possession of, or ability to obtain, a valid Class C California driver's license.

KNOWLEDGE, ABILITIES AND SKILLS:

(The following are a representative sample of the KAS's necessary to perform typical tasks of the position)

Knowledge of:

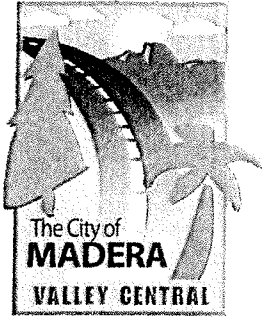
Recreation, cultural and leisure needs of youth, teen, adult, and senior populations of the community; procedures for planning, implementing and maintaining a variety of recreation and leisure time activities and programs through community participation; laws, codes and regulations relating to the provision of senior services; standard program evaluation methods and report writing procedures; principles of grant writing and administration; principles and practices of program administration including budgeting marketing, purchasing and program needs forecasting; principles and techniques used in supervision, training and performance evaluation.

Ability to:

Plan, assign and supervise the work of staff involved in administering grant funded programs, including establishing budgets, selecting contractors, monitoring performance and authorizing payment; understand the organization and operation of the assigned duties, other city departments and outside agencies as necessary to assume assigned responsibilities; evaluate community services needs and recommend alternatives and reach sound conclusions; plan, organize, direct and evaluate the work of subordinate staff; coordinate multiple projects, programs and cooperative ventures; supervise and participate in the establishment of division goals, objectives and methods for evaluating achievement and performance levels; supervise, communicate clearly and concisely, both orally and in writing, including preparing/presenting various documentation and reports; and establish and maintain effective work relationships with City staff, elected/appointed officials, commissions, and the public.

Skill to:

Operate an office computer and a variety of word processing and software applications.



City of Madera

Notice of Council Reorganization

The City Council of the City of Madera, at its Regular Meeting held on Wednesday, December 7, 2016, reorganized as follows:

MAYOR

ANDREW J. MEDELLIN

(Mayor Term Ending December 2020)

MAYOR PRO TEM

CECE FOLEY GALLEGOS, District 1

(Mayor Pro Tem Term Ending December 2017)
(Council Member Term Ending December 2018)

COUNCIL MEMBER

JOSE RODRIGUEZ, District 2

(Council Member Term Ending December 2020)

COUNCIL MEMBER

DONALD E. HOLLEY, District 6

(Council Member Term Ending December 2020)

COUNCIL MEMBER

DEREK O. ROBINSON SR., District 4

(Council Member Term Ending December 2020)

COUNCIL MEMBER

WILLIAM OLIVER, District 3

(Council Member Term Ending December 2018)

COUNCIL MEMBER

CHARLES F. RIGBY, District 5

(Council Member Term Ending December 2018)

Regular meetings of the Madera City Council are held on the first and third Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall located at 205 West Fourth Street, Madera, California 93637.

OSVALDO NARANJO

622 E. University - Fresno, California 93704
(559) 442-0409 or (559) 860-9506

EXPERIENCE

CITY OF FRESNO - Department of Parks, Afterschool, Recreation and Community Services

Community Recreation Supervisor I

November, 2008 to Present

I coordinated the administrative and management operations in the following program area: Fresno Building everyone's skills for tomorrow (BEST) programming. Duties included: program related report writing; program development; measurement and assessment of programs and services; recruiting, hiring, training, motivating and evaluating 20 - 35 employees; developing and maintaining community collaborations; preparing and tracking program budgets; leveraging allocated resources through partnerships and private support dollars; marketing Department programs and services; and building community support for Department efforts. (Bilingual- Spanish)

CITY OF FRESNO - Department of Parks, Afterschool, Recreation and Community Services

Community Recreation Supervisor II - Acting

September, 2007 to November, 2008

I coordinated the administrative and management operations in the following program areas: senior hot meals, senior recreation programs, science programming, life and environmental science programming and social service funding. Duties included: program related report writing; program development; measurement and assessment of programs and services; recruiting, hiring, training, motivating and evaluating 55 - 75 employees; developing and maintaining community collaborations.

CITY OF FRESNO - Department of Parks, Afterschool, Recreation and Community Services

Community Recreation Supervisor I

November, 2006 to September, 2007

I managed the daily operations in the following program areas: senior hot meals, senior recreation programs, and therapeutic recreation programs. Duties included: planning and implementing recreation and human development programs and services; supervising, hiring, evaluating, and training for 20 - 30 temporary recreation leaders, aides; program measurement; and assessing the community's recreation and leisure needs.

CITY OF FRESNO - Department of Parks, Afterschool, Recreation and Community Services

Community Recreation Supervisor I - Acting Duties

September, 2003 to November, 2006

I managed the daily operations in the following program areas: senior hot meals, senior recreation programs, and therapeutic recreation programs. Duties included: planning and implementing recreation and human development programs and services; supervising, hiring, evaluating, and training for 20 - 30 temporary recreation leaders, aides; program measurement; and assessing the community's recreation and leisure needs.

CITY OF FRESNO - Department of Parks, Afterschool, Recreation and Community Services

Services Aid

August, 1995 to September, 2003

I planned and implemented programs for the daily operations in the following program areas: afterschool recreation, therapeutic recreation programs, neighborhood park recreation programs and senior hot meal and recreation programs. Duties included: planning and implementing recreation and human development programs and services; assisted in the supervision, evaluating, and training of fellow staff; Maintained program attendance records and created program reports, program measurement; and assessing the community's recreation and leisure needs.

MALLORCA, SPAIN - REAL Club Deportivo Mallorca -

Professional Soccer Player

February, 1996 to August, 1996

I trained daily to prepare for matches and interaction with community leaders and residents. Club hosted soccer camps for over 800 youth. I was responsible for leading instructive training sessions for up to 50 youth at a time. I was trained on how to deal with media and public relations. This experience really helped me understand cultural differences and gave me a better understanding of various cultures and has equipped me to be very respectful of cultural diversity as well as dealing with the public and media.

EDUCATION

COMMUNITY COLLEGE, FRESNO

Associate of Arts, Liberal Studies - 52 Units Completed

Clovis Unified School District, Clovis High

Diploma, High School

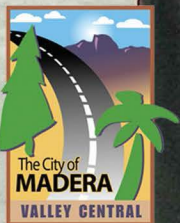
Activity guide

MADERA PARKS & COMMUNITY SERVICES

701 E. 5th Street, Madera, CA 93638
(559) 661-5495

Parks
Make
Life
Better!

Parks
Make
Life
Better!

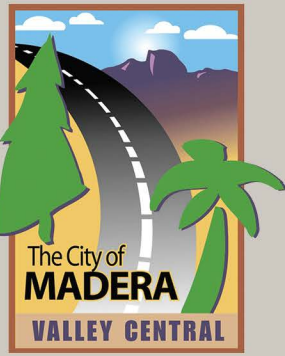


Facebook.com/MaderaPCS



FIND PROGRAMS &
REGISTER ONLINE!

WWW.CITYOFMADERA.CA.GOV



MAYOR

Andrew J. Medellin

CITY COUNCIL

Cece Foley Gallegos, District 1
Jose Rodriguez, District 2
William Oliver, District 3
Derek O. Robinson, District 4
Charles Flores Rigby, District 5
Donald E. Holley, District 6

CITY ADMINISTRATOR

David Tooley

BEAUTIFICATION COMMITTEE

Rosanne Bonilla, Chair
Kristy Anderson
Maxine Barnett
Karen Brown
Dynette Fernandes
Christopher Huerta
Rohi Zacharia

*If you have any suggestions for
Beautification Projects (within City limits),
please contact Marilyn Hall-Zunino:
(559) 662-4982.*



The City of Madera PCS Department reserves the right to photograph facilities, activities, and program participants for potential future use in advertising brochures or on the City of Madera website, or for other promotional purposes.

City of Madera Parks & Community Services

Message from the Director:

Thank you for your interest in the City of Madera Parks & Community Services (PCS) Department. Our 2017 Spring-Summer Activity Guide details our latest and greatest recreation programs, hours of operation at our parks and senior centers, information pertaining to park and facility rentals, and much more.

The PCS Department team supervises and maintains the City's parks and other local landscape. Our staff also coordinates a wide variety of recreation and leisure services including youth development programs, senior citizen meals and activities, facility rentals, and city-wide special events. We invite you to review this guide, visit us online at our website (www.cityofmadera.ca.gov) and on our Facebook page (facebook.com/maderapcs), visit us at the John W. Wells Youth Center at 701 E. 5th Street or call us at (559) 661-5495. We welcome any questions or suggestions you have and look forward to helping you find the perfect activities and venues for you and your family to enjoy throughout the Spring and Summer seasons.

Thank you,

Mary Anne Seay
Director, Parks & Community Services

Inclusive and Adapted Recreation for People with Disabilities

In an effort to meet the needs of the community and in accordance with the Americans with Disabilities Act (ADA), PCS wants to ensure that all individuals have access to our programs. Reasonable accommodations for PCS programs and activities are available and will be determined on an individual basis. To request an accommodation, mark the "Accommodations Needed" box on the registration form. A coordinator will contact you. Please allow at least two weeks advance notice. For more information or to report concerns, please call (559) 661-5495.

Standards of Behavior

For the enjoyment and safety of everyone, PCS expects all participants to treat people and facilities with respect and abide by all rules and direction from PCS staff. The PCS Department reserves the right to refuse service to anyone for failure to abide by these standards.

Employment Opportunities

Looking to join the Parks & Community Services team? We are currently seeking fun, energetic, and motivated community oriented individuals to help us bring the best possible recreation services to the residents of Madera. If that sounds like you, download a copy of our employment application at www.cityofmadera.ca.gov, or come pick one up from us at the John W. Wells Youth Center located at 701 E. 5th Street.

City of Madera Parks & Community Services Staff



PCS DIRECTOR
Mary Anne Seay 
(559) 661-5495
mseay@cityofmadera.com



PARKS PLANNING MANAGER
John Scarborough
(559) 661-5495
jscarborough@cityofmadera.com



BUSINESS MANAGER
Mark Etheridge
(559) 661-5495
metherridge@cityofmadera.com



RECREATION/COMMUNITY PROGRAMS MANAGER
Ozzie Naranjo*
(559) 661-5495
onaranjo@cityofmadera.com



RECREATION/COMMUNITY PROGRAMS SUPERVISOR
David Huff
(559) 661-5479
dhuff@cityofmadera.com



PARKS SUPERVISOR
Hector Sanchez*
(559) 661-5485
hsanchez@cityofmadera.com



Adam Romero
Youth & Adult Sports
(559) 662-4987
aromero@cityofmadera.com



Corinne Long-Folk
Senior Services
(559) 661-5489
cfolk@cityofmadera.com



Elizabeth Ybarra*
Office Assistant II
(559) 661-5495
eybarra@cityofmadera.com



Jennifer Schneider
After School/Specialty Programs
(559) 662-4986
jschneider@cityofmadera.com



Marilyn Hall-Zunino
Administrative Assistant
(559) 662-4982
mhall@cityofmadera.com



Nicki Rincon
Facilities/Rentals
(559) 661-5478
nrincon@cityofmadera.com



Olga Saucedo-Garcia
Aquatics/Fee-Based Programming
(559) 661-5426
ogarcia@cityofmadera.com



Yvonne Hamilton
Senior Nutrition Program Monitor
(559) 661-5416
yhamilton@cityofmadera.com

Registration Information



Internet Registration

Online registration & reservations are offered for fee based programs and facility rentals through our online registration portal: ActiveNet. The City accepts charge (VISA or MasterCard only) for online transactions.

Online registration is available at:

www.cityofmadera.ca.gov



Walk-in Registration

Walk-in registration & reservations are accepted for fee based programs and facility rentals at the John W. Wells Youth Center at 701 E. 5th St. As always, the City will accept cash, check and charge (VISA or MasterCard only) for most transactions.

Recreation Hours

The PCS team is committed to keeping programs and services available to the public during the times YOU, the consumer, have indicated you use our facilities and programs.

John W. Wells Youth Center

Mon-Fri 2:30-8:00pm (Youth)

Sat 11:00am-8:00pm (Youth)

Office Hours: Mon-Fri 8:00am-5:00pm

Pan-American Community Center

Mon-Fri 8:00am-2:00pm (Seniors)

Mon-Fri 2:30-8:00pm (Youth)

Frank Bergon Senior Center

Mon-Fri 8:00am-2:00pm (Seniors)

 www.facebook.com/maderapcs

Table of Contents



Parks

Parks Information	4
Park Sites & Map	5
Park & Facility Amenities	6

Special Event Calendar	7-8
------------------------------	-----

Youth Recreation

Drop-in Recreation	9
Teen Programs	10
Youth Activities	11-12

Youth Sports	13
--------------------	----

Health & Fitness	14
------------------------	----

Adult Sports

Leagues	15
Tournaments	16

Senior Services	17-18
-----------------------	-------

Specialized Needs	19
-------------------------	----

Fee-Based Programming	20-21
-----------------------------	-------

Aquatics	22-23
----------------	-------

Facility Rentals	24-26
------------------------	-------



active NETWORK
Browse and register for activities online!

Parks Information



Activity Guide

The City of Madera Parks & Community Services Activity Guide is published two times each year in September and March. Copies are available at the John W. Wells Youth Center as well as City Hall.

Download the guide in English or Spanish at:

www.cityofmadera.ca.gov

Parks Volunteers

Help keep your neighborhood park safe and looking great. Volunteer to monitor a park or trail.

For more information about becoming a volunteer, contact Yvonne Hamilton: **(559) 661-5495**



Park Concerns?

To report graffiti, vandalism, city irrigation issues or safety concerns, call the Park Maintenance Division and leave a detailed message describing the concern and your phone number, in case further information is needed.

Parks Maintenance Division:
(559) 661-5485



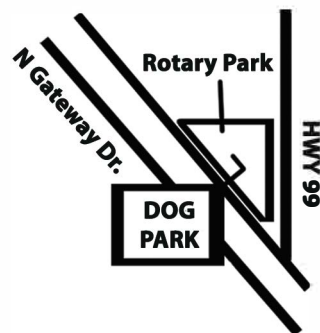
Vernon McCullough Fresno River Trail

The River Trail runs along the Fresno river greenway in Madera, providing a recreation and transportation corridor for Madera residents. There are two completed sections that are separated by a railroad track and Gateway Dr. The City has recently received funding to complete an undercrossing that will connect the two sections of the trail. The trail will also be extended to the east city limits and adjoining trails will be connected as the city is able to secure funding.

Rotary Dog Park

**930 N GATEWAY DR
MADERA, CA 93637**

The Rotary Dog Park provides a fun place for your favorite family pet to get out of the house!



**920 N GATEWAY DR
MADERA, CA 93637**



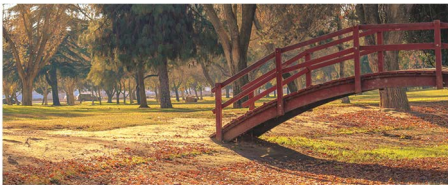
The skate park is a free and unsupervised facility. It offers concrete bowls, rails, steps, and a street course. All skaters must have safety equipment including a helmet, knee and elbow pads.

Parks Sites & Map

Lions Town & Country Park

2300 Howard Road, Madera, CA 93637

Amenities: group picnic areas, softball fields, children's play areas, volleyball court, restrooms, wooded area, parking.



Pan-American Park

Corner of Sherwood Way & North Lake Street

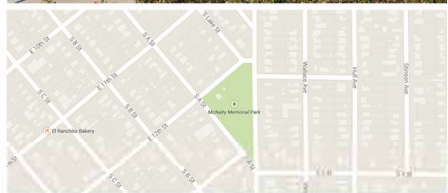
Amenities: picnic shelter, picnic tables, basketball court, restrooms, parking.



McNally Park

825 A Street, Madera, CA 93638

Amenities: children's play area, picnic shelter, basketball court, tables, barbeque pit, electrical outlets, restrooms, parking.



Madera Sunrise Rotary Sports Complex

1901 Clinton Avenue, Madera, CA 93638

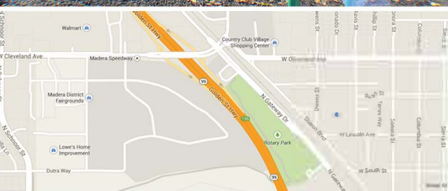
Amenities: children's play areas, picnic areas, softball fields, soccer fields, field lights, grassy areas, Pavilion with electrical access, restrooms, parking.



Rotary Park

930 North Gateway Drive, Madera, CA 93637

Amenities: group picnic shelters, horseshoe court, dog park, skate park, children's play area, restrooms, parking.



Centennial Park

Corner of East 5th Street & Flume Street

Amenities: all inclusive playground, youth center, restrooms, department office, centennial pool complex, parking.



Park & Facility Amenities

<i>iii</i>	Play Equipment	Picnic Area / Tables	Barbecue	Shade Structure	Restrooms	Jogging / Bike Trail	Horseshoe Pits	Skate Park	Volleyball	Basketball Courts	Soccer Fields	Softball Fields	Pool / Waterplay	Dog Park	Parking Lot	Acreage
Centennial Park • 4th & Flume St.	•	•		•	•								•		•	3.53
Community Garden • Corner of 4th & Lake St.																1.123
Frank Bergon Senior Center • 238 S D St.		•	•	•	•										•	
John W Wells Youth Center • 701 E. 5th St.	•			•	•				•	•					•	
Knox Park • Knox & S. A St.	•	•			•						•					1.123
Lions Town & Country Park • Howard & Schnoor St.	•	•	•	•	•	•	•		•			•			•	1.123
Madera Municipal Golf Course • 23200 Ave. 17		•	•	•	•										•	1.123
Maple Court • Maple Ct.																1.123
McNally Park • Roosevelt & A St.	•	•	•	•	•				•	•						1.123
Millview Gym • 1901 Clinton St.					•				•	•					•	
Olive Outlots • Olive Ave. & Grove St.																
Pan-American Community Center • 703 E. Sherwood Way	•			•	•		•		•	•					•	
Pan-American Park • Sherwood & N. Lake St.	•	•	•	•	•					•						1.123
Rotary Youth Hut • 113 S. Q St.					•										•	
Riverside • Riverside Dr.																1.123
Riverview • Riverview Dr.		•														1.123
Rotary Park • 930 N. Gateway Dr.	•	•	•	•	•	•	•	•	•				•	•	•	1.123
Sharon Ave • Sharon Ave.																1.50
Sunrise Rotary Sports Complex • 1901 Clinton St.	•	•	•	•	•	•					•	•			•	48.94
Sunset Park • Sunset Ave. & Accornero St.																1.50
Vernon McCullough Fresno River Trail • Runs Across Town						•										12.45

Community Parks Neighborhood Parks Pocket Parks Linear Parks Trails Special Use Facilities

Interested in renting a facility for a special event? Facility rental details can be found on pages 24-26.

Special Event Calendar



April

26	27	28	29	30	31	01
02	03	04	05	06	07	
09	10	11	12			15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	01	02	03	04	05	06

May

31	01	02	03	04	05	
	08	09	10	11	12	13
14	15	16	17	18	19	20
21	22		24	25	26	27
28		30	31	01	02	03
04	05	06	07	08	09	10

June

28	29	30	31	01	02	
04	05	06	07	08	09	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	01
02	03	04	05	06	07	08

July

25	26	27	28	29	30	01
02	03		05	06		08
09	10		12	13		15
16	17	18	19	20		22
23	24	25	26	27		29
30	31	01	02	03	04	05

August

30	31	01	02	03		05
06	07	08	09	10		12
13	14	15	16	17		19
20	21	22	23	24		26
27	28	29	30	31	01	02
03	04	05	06	07	08	09

September

27	28	29	30	31	01	02
03		05	06	07	08	09
10	11	12	13	14	15	16
17	18		20	21	22	23
24	25	26	27	28	29	30
01	02	03	04	05	06	07

Special Event Calendar

SPRING 2017



Eggstravaganza

04/08 • 9:30am - 12:00pm • Lions Town & Country Park
Start your Easter celebration early! Join us for our easter egg hunt. Ages: 3 - 10



Day Trip: Excursion Train & Old Town

04/13 • (Call for departure time) • Sacramento, CA



Good Friday

04/14 • City of Madera offices close at 12:00pm.



Relay for Life

05/06-05/07 • 9:00am-7:30am •

Lions Town & Country Park

Relay for Life events are life-changing cancer fundraising events that help communities across the globe fight back against cancer.



5th Annual Senior BBQ

05/23 • 8:00 am - 2:00 pm • Rotary Park, Madera, CA



Memorial Day

05/29 • City of Madera offices closed



SUMMER 2017



Splashtacular Pool Party

06/03 • 11am-5pm • Centennial Pool Complex
Come celebrate the opening of the Centennial Pool Complex for the 2017 Summer season! Free fun for the whole family! Games, food and PRIZES!



4th of July Spectacular & Golf Tournament

07/04 • 7am-10pm • Madera Municipal Golf Course

Golf Tournament: 7:00am (Range Breakfast),

8:00am (Shotgun Start), Family Fun: 5:00pm

Firework Show: Dusk (approximately 9:00pm)



Day Trip: Pier 39

07/11 • (Call for departure time) • San Francisco, CA



Movies in the Park (Series)

Who doesn't love watching movies outside under the stars. Grab some lawn chairs and bring your family down to the Allen Harkins Ampitheatre (Lions Town & Country Park).

07/07 • 8-10pm • Pokémon

07/14 • 8-10pm • Secret Life of Pets

07/21 • 8-10pm • Tarzan

07/28 • 8-10pm • Zootopia

08/04 • 8-10pm • Sing

08/11 • 8-10pm • Finding Dory

08/18 • 8-10pm • Jungle Book

08/25 • 8-10pm • Moana



Labor Day

09/04 • City of Madera offices closed



5th Annual Senior Celebration

09/19 • 8:00am - 2:00pm • Rotary Park, Madera, CA



Drop-in Recreation



Drop-In Recreation

Drop-in Recreation is designed for youth in grades K-12 and offers a variety of fun, engaging activities and games that foster friendships and keep both the body and mind active. All activities are led by experienced recreation staff, qualified volunteers, or program partners. All participants must check-in with staff and have a Registration Packet on file.

Fun & Competitive Games

Centers have a variety of board and table games. Table games include air hockey, foosball, and pool.

Special Activities

Centers offer a variety of special activities from special events, monthly themed art projects, Kinect Fitness Classes and more!

Homework Assistance

Program Leaders offer homework help for all subjects and grade levels.

Physical Activities

Centers offer daily structured indoor and outdoor activities for participants to stay active.

Safe Environment

Staff is committed to providing a safe environment so that participants can focus on fun.

Locations:

John W. Wells Youth Center (701 E. 5th Street)

Pan-American Community Center (703 E. Sherwood Way)

Hours:

Monday-Friday: 2:30-8:00 p.m.

*Saturday: 11:00 a.m. - 8:00 p.m. (John W. Wells Youth Center only)



*Extended hours also apply during most major holidays and breaks as recognized by the Madera Unified School District.

Teen Programs

Junior Program Leader (JPL) Program (6-9th Grade)

The Junior Program Leader (JPL) Program is designed to give youth ages 13-16 a chance to gain firsthand experience in the recreation field which can prepare them for a variety of jobs in several careers. Junior Program Leaders are assigned to work with staff and help with various program components within the Recreation Program. Junior Program Leaders learn valuable job skills that they can place on resumes and job applications. Junior Program Leaders that stand out may be recruited for future employment with the PCS department or other recreational organizations.

Friday Teen Nights @ The Lounge (6-12th Grade)

Spend the second Friday of each month at The Lounge inside of the JWYC. Friday Teen Nights offer a safe and engaging environment for teens to make friends, participate in fun programs and activities, or just chill and hang out. The Lounge is open to 6th – 12th grade students from 7-9 pm.

Madera Youth Commission (7-12th Grade)

The City of Madera Parks and Community Services Department is looking for youth from 7th–12th grades to become part of our Youth Commission. Commissioners advise on matters that relate to young people and assist in the development and implementation of community outreach projects. Throughout the year, Commissioners will learn leadership and job readiness skills, as well as learn how to prepare for college. *Join us on Tuesday, August 29, 2017 from 5:30 - 6:30pm for our informational meeting! Now accepting applications for the 2017-2018 school year.*

JWYRS: Technology Programs (9-12th Grade)

The John Wells Youth Recording Studio (JWYRCS) acts as the central hub of technology programs offered by the Parks and Community Services Department. Housed inside a professional recording studio, participants can record their own original music free of charge. In addition, the JWYRS hosts programs such as *entry-level filmmaking*, *laughter-driven YouTube overdub sessions*, and classes for songwriters and beat-makers.



We're always in the process of developing new teen programs. Follow us on Facebook and stay up to date with the latest.



www.facebook.com/maderapcs

Youth Activities



NEIGHBORHOOD CENTER SPECIAL EVENTS

Session:	Day:	Dates:	Time:	Location:	Fee:	Grades:
Spring Carnival & Egg Hunt	Wednesday	04/12/2017	3:30-6:30pm	PAC	FREE	K-5th
Spring Carnival & Egg Hunt	Thursday	04/13/2017	3:30-6:30pm	JWYC	FREE	K-5th
Dying Easter Eggs	Friday	04/14/2017	4:00-6:00pm	JWYC/PAC	FREE	K-12th
Cinco de Mayo Fiesta	Friday	05/05/2017	4:30-6:30pm	JWYC/PAC	FREE	K-12th
Family Day	Wednesday	06/21/2017	4:00-7:00pm	JWYC	FREE	All
Teddy Bear Picnic	Monday	07/10/2017	11:00-1:00pm	JWYC/PAC	FREE	All

*** Neighborhood Center Special Events are for youth that are registered in the Youth Recreation Program at either the John W. Wells Youth Center or the Pan-American Community Center. Youth participants must be in grades K-12 and have a current 2016-2017 Youth Membership pass.*

YOUTH CENTER THEME WEEKS

Theme:	Dates:	Time:	Location:	Fee:	Grades:
Spring Break Week	04/10-04/14/2017	3:30-5:30pm	JWYC	FREE	K-5th
Circus Week	06/05-06/09/2017	2:30-4:30pm	JWYC	FREE	K-5th
Astronomy Week	06/12-06/16/2017	2:30-4:30pm	JWYC	FREE	K-5th
Safari Week	06/19-06/23/2017	2:30-4:30pm	JWYC	FREE	K-5th
Archaeology Week	06/26-06/30/2017	2:30-4:30pm	JWYC	FREE	K-5th
America Week	07/03-07/07/2017	2:30-4:30pm	JWYC	FREE	K-5th
Minecraft Week	07/10-07/14/2017	2:30-4:30pm	JWYC	FREE	K-5th
Picasso Week	07/17-07/21/2017	2:30-4:30pm	JWYC	FREE	K-5th
Around the World Week	07/24-07/28/2017	2:30-4:30pm	JWYC	FREE	K-5th
End of the Summer Vacation Week	07/31-08/04/2017	2:30-4:30pm	JWYC	FREE	K-5th



Youth Activities

FAMILY ART NIGHTS

Session:	Day:	Dates:	Time:	Location:	Fee:
Spring Candle Holder	Thursday	04/06/2017	5:30-7:30pm	JWYC	\$2.00
Mother's Day Trinket Box	Thursday	05/04/2017	5:30-7:30pm	JWYC	\$2.00
Father's Day Bird House	Thursday	06/08/2017	5:30-7:30pm	JWYC	\$3.00
Homemade Ice Cream	Thursday	07/06/2017	5:30-7:30pm	JWYC	\$2.00
Pendulum Painting	Thursday	08/03/2017	5:30-7:30pm	JWYC	FREE
Grandparent's Day Wood Photo Block	Thursday	09/07/2017	5:30-7:30pm	JWYC	\$2.00

Family Art Night is the first Thursday of each month. Work on engaging hands-on art projects individually or as a family. Each month is a different project. This is a drop-in program. All supplies are included unless noted. This is a facilitated activity. Youth under the age of 6 must be accompanied by an adult.

MAKER STATION

Session:	Day:	Dates:	Time:	Location:	Fee:
Easter Themed	Saturday	04/15/2017	3:00-5:00pm	JWYC	FREE
Spring Themed	Saturday	05/20/2017	3:00-5:00pm	JWYC	FREE
Noise Maker Themed	Saturday	06/17/2017	3:00-5:00pm	JWYC	FREE
Summer Themed	Saturday	07/15/2017	3:00-5:00pm	JWYC	FREE
Aviation Themed	Saturday	08/19/2017	3:00-5:00pm	JWYC	FREE
Back to School Themed	Saturday	09/16/2017	3:00-5:00pm	JWYC	FREE

The Maker Station is a gathering spot for new and experienced makers to connect and work on projects using technology and traditional tools. We support hands on DIY (do it yourself) and believe that if you can imagine it, you can make it. This is a drop-in program. All supplies are included unless noted.





Tiny Tikes (Ages 3-5)

Tiny Tikes is a series of co-ed sport specific programs geared towards enhancing basic motor skills through drills and game situations. Including programs like **Soccer, Football, Track & Field, Basketball, Baseball, and Kickball** we are sure to have the perfect program for your Tiny Tike! Offerings vary by season.

	Registration Dates	Start Date:
Track & Field:	05/03/17 thru 05/26/17	06/07/17
Football:	07/05/17 thru 08/04/17	08/16/17

Fee: \$50.00

Spring T-Ball (Ages 4-8)

T-ball is designed to be a fun sport where children are taught the fundamentals of throwing, hitting and catching without the pressure of competition. Practices and games are held at Lions Town & Country Park baseball fields on Saturday mornings.

	Registration Dates	Start Date:
Spring T-Ball	12/01/16 thru 03/26/17	04/22/17

Fee: \$50.00

"Lil Hoopsters" Basketball (Grades 1-6)

Players are taught the basic fundamental skills of organized basketball. This program is designed to be fun and instructional for children without the pressure of competition. Practice times vary and are decided by team coaches. Games are held at the John W. Wells Youth Center on Saturday mornings.

	Registration Dates	Start Date:
"Lil Hoopsters"	04/17/17 thru 05/30/17	06/10/17

Fee: \$50.00

*** Any late registrations will be subject to a late registration fee.**



Affiliated Youth Sports Organizations:

Youth Soccer Groups:

Madera Youth Soccer League
Mike Dusan
(559) 681-9847
www.maderayouthsoccer.com

Indoor Soccer
Fernando Aguilera
(559) 661-0414

Youth Baseball Groups:

National League
Rolando Arredondo, President
(559) 981-0499
www.maderanational.com

American League
Jerry Lutz, President
(559) 273-6229
www.maderaamerican.com

Babe Ruth
Frank Borges
(559) 999-4533
Ages: 13-15

Saturday Sports:

Saturday mornings 9am-12pm at Millview Gym located inside the Sunrise Rotary Sports Complex.

Practice/Skill Development:
9am -10:30am

Forming Teams/Play: 10:30am-12pm

All youth must be signed-in by their parent/guardian and have a waiver filled out to participate.

Volunteer Opportunities

Get involved! If you or someone you know is interested in coaching, or you would like to learn more about the volunteer opportunities we offer, please contact Adam Romero, Youth & Adult Sports Coordinator at (559) 662-4987.

For more information please call (559) 661-5495

Parks Make Life Better!

Health & Fitness

Get fit! Be active! If these are your goals, we have a healthy assortment of offerings to help you achieve them. The City of Madera Parks and Community Services Department offers innovative fitness, health, and wellness programs designed to encourage people to get fit and stay healthy. Achieve your health and fitness goals through exercise, educational and recreational classes and workshops, health screenings, and wellness activities.



FAMILY ZUMBA

Ditch the workout and join the party! Zumba combines Latin and International music with a fun and effective workout system. Zumba is FREE and is offered for ages 7 and up. Our regular Drop-in Recreation Program is available for youth ages 5-18 during Zumba class hours, so if your children don't want to participate in Zumba, but YOU do, we've got you covered!

Pan-American Community Center
John W. Wells Youth Center

Tuesdays/Thursdays
Thursdays

6:30 - 7:30 p.m.
9:30 - 10:30 a.m.

Free
Free

CARDIO FITNESS

Cardio Fitness is a high intensity, full body workout that's meant to keep your body moving! It's designed to target the major muscle groups of the upper and lower body. Circuit routines, muscle toning, aerobics, and strength & conditioning are what this class is all about!

Pan-American Community Center

Mondays

6:30 - 7:30 p.m

Free

COOKING CLASSES

This drop-in program is offered in collaboration with the Madera County Public Health Department. Each fun-filled class teaches basic cooking skills while creating simple and healthy dishes that are delicious. This class is for youth ages 8-12.

John W. Wells Youth Center
Pan-American Community Center

Tuesdays
Thursdays

4:30 - 5:30 p.m
4:30 - 5:30 p.m

Free
Free

COMMUNITY CPR & FIRST AID CLASSES

The Adult and Pediatric First Aid/CPR/AED course incorporates the latest science and teaches students to recognize and care for a variety of first aid emergencies such as burns, cuts, scrapes, sudden illnesses, head, neck, back injuries, heat, and cold emergencies. You learn how to respond to breathing and cardiac emergencies to help victims of any age-adults (about 12 years and older) and pediatric (infant and children up to 12 years of age). Students who successfully complete this course will receive a certificate for Adult and Pediatric First Aid/CPR/AED valid for two years. Ages 16 and older can sign up!

Adult & Pediatric First Aid/CPR/AED
Adult & Pediatric First Aid/CPR/AED

July 22, 2017
August 19, 2017

8:00am - 5:00pm
8:00am - 5:00pm

John Wells Youth Center
John Wells Youth Center

\$45.00
\$45.00



Leagues



Softball

Dust off your glove and bat and join one of our outstanding Softball Leagues. It doesn't matter what your skill level or schedule is. We offer Upper & Lower Leagues for men, women and co-ed.

Madera Sunrise Rotary Sports Complex

Men's \$350/Coed \$300

Mondays-Thursdays, 6-10 pm

League Start Dates:

Spring: March 27, 2017

Summer: June 5, 2017

Fall: August 21, 2017

Registration Dates:

February 13 - March 17, 2017

April 24 - May 26, 2017

July 10 - August 11, 2017

All late registrations will be subject to a \$25 late fee



Basketball

Start working on that jump shot. Gather up your friends and co-workers and join our recreational or competitive Basketball League.

John W. Wells Youth Center / Millview Community Center

Men's \$350

Sundays - Mondays, 6-10 pm

Leagues

Spring: May 28, 2017

Summer: August 27, 2017

Registration Dates:

April 19 - May 19, 2017

July 10 - August 18, 2017

All late registrations will be subject to a \$25 late fee



Soccer

Grab your friends, warm up your legs and get a kick out of our co-ed soccer leagues. Teams will play 8 total league games and the top 4 teams of each league will advance to the playoffs. We offer 18+ and 30+ leagues.

Madera Sunrise Rotary Sports Complex

Coed \$400

Mondays-Thursdays, 6-10 pm

Leagues

Spring: May 24, 2017

Summer: August 30, 2017

Registration Dates:

April 10 - May 12, 2017

July 17 - August 19, 2017

All late registrations will be subject to a \$25 late fee

Tournaments



April

26	27	28	29	30	31	01
02	03	04	05	06	07	08
09	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	01	02	03	04	05	06

May

31	01	02	03	04	05	06
07	08	09	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	01	02	03
04	05	06	07	08	09	10

June

28	29	30	31	01	02	03
04	05	06	07	08	09	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	01
02	03	04	05	06	07	08

July

25	26	27	28	29	30	01
02	03	04	05	06	07	08
09	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	01	02	03	04	05

August

30	31	01	02	03	04	05
06	07	08	09	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	01	02
03	04	05	06	07	08	09

September

27	28	29	30	31	01	02
03	04	05	06	07	08	09
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
01	02	03	04	05	06	07



SLOW PITCH SOFTBALL

- Adult Slow Pitch (Men's/Co-ed)**
05/06-05/07/2017 • Madera Sunrise Rotary Sports Complex
- Adult Slow Pitch (Men's/Co-ed)**
06/17-06/18/2017 • Madera Sunrise Rotary Sports Complex

SOCCER

- 6v6 Soccer (Men's/Co-ed)**
05/06-05/07/2017 • Madera Sunrise Rotary Sports Complex
- 6v6 Soccer (Men's/Co-ed)**
07/08-07/09/2017 • Madera Sunrise Rotary Sports Complex

BASKETBALL

- Men's**
05/20/17 • Millview Gym
- Men's**
07/29/17 • Millview Gym

FOOTBALL

- Men's Flag Football**
05/27/2017 • Madera Sunrise Rotary Sports Complex
- Men's Flag Football**
07/29/2017 • Madera Sunrise Rotary Sports Complex



Madera Senior Services Division

The Madera Senior Services Division is funded by the following agencies and organizations:

- City of Madera
- Department of Housing & Urban Development (HUD)
- County of Madera
- Fresno-Madera Area Agency on Aging (FMAAA)
- Community Donations*

*If you would like to make a contribution to help support the Madera Senior Services Division, please submit your donation to:

City of Madera Parks & Community Services Department
701 East 5th Street
Madera, CA 93638

The City of Madera offers seniors 60 and over the opportunity to make a voluntary contribution at the time service is provided. There is no obligation to contribute, and services are not denied to participants if no contribution is made. We protect the privacy and confidentiality of your choice to donate or not to donate.

Senior Nutrition Program

The senior nutrition program offers adults 60 years and older a nutritionally balanced lunch. There is a suggested donation of \$1.75 per meal. Lunch is served Monday through Friday at 11:30 a.m. at all of our senior centers.

Senior Transportation Tickets

Dial-a-Ride tickets are available for seniors 60+ at both the Frank A. Bergon Senior Center and Pan-American Community Center. There is a suggested donation of \$10.00 per ticket book.

Adult Day Care Center

The Madera Adult Day Care Center provides a compassionate program that supports local families who want to keep an elderly loved one living at home as long as possible. The dependent elder may have Alzheimer's or Dementia, may be a victim of a stroke, or merely frail and socially isolated. The Center provides a structured program with activities including therapeutic exercise, reminiscing, trivia, current events, music appreciation, and board games.

Senior Companion

Senior Companion is a volunteer program where seniors provide assistance to other seniors that are frail, lonely and/or homebound at no cost to you. If you are in need of company or know of someone who is, contact a S.C. representative at (559) 498-6377 for more information.

Senior Services

Senior Centers

Pan-American Community Center

703 E. Sherwood Way, Madera, CA 93638
 (559) 675-2095
 M - F: 8:00am - 2:00pm

Frank A. Bergon Senior Center

238 S. "D" St., Madera, CA 93638
 (559) 673-4293
 M - F: 8:00am - 2:00pm

Respite Care

Madera Adult Day Care

322 W. 6th St., Madera, CA 93637
 (559) 675-3119
 M - F: 7:30am - 5:30pm

Upcoming Special Events

5th Annual Senior BBQ & Potluck

Rotary Pavilion

May 23rd, 2017
 8:00am - 2:00pm

5th Annual Senior Celebration

Rotary Pavilion

September 19th, 2017
 8:00am - 2:00pm

Meals on Wheels

If you are 60 years of age or older, and you are unable to leave your home to join us at one of our congregate meal sites, you may be eligible for home delivered meals. Contact Yvonne Hamilton at (559) 661-5416.

Brown Bag Program

The Brown Bag Program provides supplemental food bags to seniors ages 55 & older, once a month. Contact Madera County Food Bank (559) 674-1482.

Lending Library

Frank Bergon Senior Center maintains a free lending library of donated paperback books. Featuring everything from mystery to old western, we've got your reading needs covered. A comfortable space is also provided if you would like to read on site. Paperback donations are always welcomed.

Healthy Eating/Cooking Classes

The City of Madera in partnership with the Madera County Public Health Department will provide FREE healthy eating and cooking classes for ages 50+. Presentations will include cookbooks, a live prep course, and a group sampling of a special featured recipe.



Pan-American Community Center
 Frank Bergon Senior Center

*Tuesdays 9:00 - 11:00am
 *Tuesdays 9:00 - 11:00am

*Pan-American classes take place the 2nd and 4th Tuesday of the month
 *Frank Bergon classes take place the 1st and 3rd Tuesday of the month

Leisure/Wellness Programs



Day Trips

April 13, 2017: Excursion Train & Old Town (Sacramento)

July 11, 2017: Pier 39 (San Francisco)

Register Now!

Trips with low enrollment are subject to cancellation.

Age restrictions may apply. Departure/return times vary.

Fitness (Pan-Am)

Low Impact Exercise	Mon/Wed/Fri	9:00am-10:00am
Yoga	Mon/Wed/Fri	9:00am-10:00am
Tai-Chi	Mon/Wed/Fri	9:00am-10:00am
Walking	Mon-Fri	8:00am-09:00am

Cards & Game Schedules (Frank Bergon & Pan-Am)

	Contact closest senior site	
Bingo	Mon-Fri	08:00am-2:00pm
Billiards	Wed	6:30pm-10:00pm
BridgeClass	Mon-Fri	08:00am-2:00pm
Dominoes	Mon-Fri	08:00am-2:00pm
Board Games	TuesThurs	12:15pm-1:45pm
Loteria		

Movie Matinee

50+ adults will enjoy movies ranging from classics to recent releases. Viewers are advised to consider film ratings.

Pan-Am:	Thurs	9:00am*
Frank Bergon:	Thurs	12:30pm

*Films played at Pan-Am are presented in Spanish.

Social Dancing

Come get your groove on with lively music while improving your coordination, flexibility and balance.

Frank Bergon:	Tues	1:00-4:00pm
---------------	------	-------------

Computer Classes

Beginner computer classes are offered for seniors at both Frank Bergon and Pan-American Senior Centers. Learn how to use e-mail, Facebook and much more.

Frank Bergon:	Wed	12:00-2:00pm
Pan-Am:	Thurs	12:00-2:00pm

Ballroom Dancing

Come experience Ballroom Dancing! Featuring live performances by The Mellowtones on the 2nd Friday of each month. Live DJ will be playing a variety of music on the 4th Friday of each month.

Frank Bergon:	*Fri	6:30-9:30pm
---------------	------	-------------

*2nd & 4th Fridays of the month.

Arts & Crafts

Show off your crafty side in one of our arts & craft classes.

Pan-Am:	Wed	12:15-1:45
---------	-----	------------

Nail Salon

Have you ever wished that you could have painted nails, but don't due to unsteady hands, arthritis, or high cost? Our free salon was created just for YOU!

Pan-Am:	Mon	10:00-11:00am
---------	-----	---------------

Knit-A-Square

Crochet/knit squares, hats and vests for charity projects.

Pan-Am:	Wed	10:00-11:00am
Frank Bergon:	Wed	8:30-9:30am

Karaoke

Start spreading the news, we're singing today! Come on and be a part of it! Showcase your talent, have fun, maybe even pickup a few fans along the way.

Frank Bergon:	Thurs	9:00-12:00pm
Pan-Am:	*Tues	9:00-12:00pm
Pan-Am:	*Fri	9:00-12:00pm

*1st & 3rd Tuesday

*2nd & 4th Friday



Specialized Needs

Every individual can live a joyful, active and fulfilling life if provided the opportunity. Specialized needs programs are developed in order to provide equal access to recreational opportunities, as well as enhance physical, cognitive, emotional, and social functioning to participants with disabilities. The City of Madera partners with Madera Special Needs Sports & Recreation to offer Specialized Needs Programs to City of Madera residents.



Specialized Needs

Families, groups, and individuals are encouraged to participate in designated specialized needs recreational programming.



4th Annual Superhero Dance

July 15, 2017
6:00pm - 8:00pm

Calling all Superheros! You are invited to our 3rd Annual Superhero Dance. Dress up as your favorite superhero and join us for an evening full of fun and games. Dance will be held at the John W. Wells Youth Center.

Spring Activity Camp

Our camp is developed with a special focus on our participants with special needs. Participants will follow a structured sequence of entertaining and engaging activities. Participants get a chance to develop new friendships.

Ages: 7 - 17
Dates: July 31 - August 3, 2017
Time: 9:00 am - 1:00 pm
Cost: \$60.00

Field Hockey

Adaptive Sport Programs is designed to provide an enriching experience for individuals with special needs & disabilities. Participants will be exposed to a wide range of low impact sports & activities that will enhance their motor skills and self-esteem. Participants will strengthen & develop proper hand-eye coordination.

Ages: 4 - 22 (18+ must be enrolled in school)
Dates: August 6 - September 24, 2017 (Sundays)
Time: 9:00 am - 1:00 pm
Cost: \$50.00

New Specialized Needs programs are currently being developed. Please contact the PCS office at (559) 661-5495, or check out the Madera PCS facebook page for the latest information on Specialized Needs programming.



www.facebook.com/maderapcs

Fee-Based Programs



Robotics Adventure

Session:	Dates:	Time:	Location:	Fee:
Robotics Adventure	06/19/2017 - 06/22/2017	9:00am - 1:00pm	JWYC	\$85.00
Robotics Adventure	07/10/2017 - 07/13/2017	9:00am - 1:00pm	JWYC	\$85.00
Robotics Adventure	07/31/2017 - 08/03/2017	9:00am - 1:00pm	JWYC	\$85.00

Robotics Adventure: Robotic Adventure Camps are introductory robotic experiences that are meant to stimulate participants' interest in the robotics world. Participants will work in teams sharing the experience of building, programming, troubleshooting and utilizing the robot to complete assigned task.

Participants: Ages 8-14

Community CPR & First Aid Classes

Session:	Day:	Dates:	Time:	Location:	Fee:
Adult & Pediatric First Aid/CPR/AED	Saturday	07/22/2017	8:00am - 5:00pm	JWYC	\$45.00
Adult & Pediatric First Aid/CPR/AED	Saturday	08/19/2017	8:00am - 5:00pm	JWYC	\$45.00

Adult and Pediatric First Aid/CPR/AED course incorporates the latest science and teaches students to recognize and care for a variety of first aid emergencies such as burns, cuts, sudden illnesses, head, neck, back injuries, heat and cold emergencies and how to respond to breathing and cardiac emergencies to help victims of any age-adults (about 12 years and older) and pediatric (infant and children up to 12 years of age). Students who successfully complete this course will receive a certificate for Adult and Pediatric First Aid/CPR/AED valid for two years.

Participants: 16 yrs - Adults



Fee-Based Programs

The City of Madera Parks & Community Services Department is committed to offering recreation programs for everyone, and to providing affordable educational programs, especially to children. Some of our programs require a fee be charged to help defray the cost of staffing and supplies. **All registrations must be made 3 days prior to session start date.**

KIDS CAMP AT THE PARK

Session:	Dates:	Time:	Location:	Fee:
Wonderful World of Disney	06/12/2017 - 06/16/2017	7:30am - 5:30pm	Centennial Park	\$65.00
Travel the World	06/19/2017 - 06/23/2017	7:30am - 5:30pm	Centennial Park	\$65.00
Weird Science	06/26/2017 - 06/30/2017	7:30am - 5:30pm	Centennial Park	\$65.00
Survivor Week	07/17/2017 - 07/21/2017	7:30am - 5:30pm	Centennial Park	\$65.00
Welcome to the Safari	07/24/2017 - 07/28/2017	7:30am - 5:30 pm	Centennial Park	\$65.00
Color me Crazy	07/31/2017 - 08/04/2017	7:30am - 5:30pm	Centennial Park	\$65.00

Kids Camp at the Park: Experience outdoor adventurous fun in the summer sun!

Participants: K-6th Grade

Participants: Jr. Counselors 7th - 10th grade @ \$55/week

Mini Kids Camp

Session:	Dates:	Time:	Location:	Fee:	Age:
Princess Camp	06/26/2017 - 06/29/2017	9:00am - 12:00pm	John Wells Youth Center	\$45.00	2-6
Ceramic Adventure	07/17/2017 - 07/20/2017	9:00am - 12:00pm	John Wells Youth Center	\$45.00	5-17

Mini Kids Camp: Each session features a specialized theme.



Nature Programs

Session:	Day:	Dates:	Time:	Location:	Fee:
WILD About Nature	Tuesday	04/04/2017 - 04/25/2017	10:00 - 11:00am	JWYC	\$25.00
Connecting Children to Nature	Tuesday	05/02/2017 - 05/23/2017	10:00 - 11:00am	JWYC	\$25.00
Wildlife is Everywhere!	Wednesday	06/07/2017 - 06/28/2017	09:00 - 10:00am	JWYC	\$25.00
Nature Play	Wednesday	07/12/2017 - 08/02/2017	09:00 - 10:00am	JWYC	\$25.00

Nature Programs: These programs use the Growing up WILD curriculum, which is an early childhood educational program that builds on children's sense of wonder about nature and invites them to explore wildlife and the world around them. Through a wide range of activities and experiences, Growing up WILD provides an early foundation for developing possible impressions about nature and lifelong social and academic skills.

Participants: 3 yrs - 6 yrs

Aquatics

The City of Madera Centennial Pool Complex at 4th & Flume Street has a wading pool, recreational pool and diving pool for the enjoyment of the community. The aquatic program is structured to emphasize swim skill development, promote personal water safety, provide health and exercise, and serve as a venue for social interaction. The Centennial Pool Complex has shaded picnic table areas, restroom facilities, and is located adjacent to the John W. Wells Youth Center.

Recreational Swim

Families, groups, and individuals are encouraged to swim during designated recreational swim times in a supervised atmosphere. *The Centennial Pool Complex will open for recreational swim on June 3, and remain open through August 5, 2017.*



LIFEGUARDS WANTED • Apply Today!

Recreational Swim Hours: Monday, Tuesday, Thursday & Friday: 12:30 p.m. – 4:30 p.m. / Wednesday 1:30 p.m. – 4:30 p.m. / Saturday: 12:00 p.m. – 3:30 p.m.
Adaptive Swim Hours: Wednesday 12:30 p.m. – 1:30 p.m. / Saturday 10:00 a.m. – 11:30 a.m.

General Admission Fee:

Ages 12 & Under: \$1.00/day
Ages 13 & Over: \$2.00/day

Season Pass:

Ages 12 & Under: \$40.00/pass
Ages 13 & Over: \$70.00/pass

Swim Lessons

As part of our Aquatics Program, we offer comprehensive course levels (waves) that teach participants how to swim skillfully and safely. The prerequisite for each level is successful demonstration of the skills taught in the preceding level. Beginners start at the Starfish level, which has no prerequisites, and progress through the classes in the following order: Tadpoles, Goldfish, Sharks, and Dolphins. Each wave consists of ten 30-minute lessons and costs \$45.00 per participant.



Looking to throw a pool **party** this summer?

Pool Rentals are available from: May 27, 2017 – October 29, 2017 (weather permitting).
More details can be found in the Facility Rentals section of this Activity Guide.



Swim Lesson Dates:	Cost:	Registration Deadlines:
Wave 1: June 5th – June 16th, 2017	\$45.00	June 2nd, 2017
Wave 2: June 19th – June 30th, 2017	\$45.00	June 16th, 2017
Wave 3: July 10th – July 21st, 2017	\$45.00	July 7th, 2017
Wave 4: July 24th – August 4th, 2017	\$45.00	July 21st, 2017
Private Lessons	\$80.00	Call for more information

Swim Class Schedule: (Monday through Friday)

8:50 am – 9:40 am (Private Lessons)
 9:45 am – 10:35 am (Private Lessons)
 6:25 pm – 7:15 pm (Private Lessons)
 7:20 pm – 8:10 pm (Private Lessons)
 10:45 am – 11:15 am
 11:20 am – 11:50 am
 5:15 pm – 5:45 pm
 5:50pm – 6:20pm

Swim Lesson Course Levels:



Starfish

Enter and Exit Water Independently • Travel without support (10 feet) • Submerge Face Underwater (10 times) • Blowing Bubbles (10 Seconds) • Front Float (5 seconds) • Flutter kick with support on front (10 feet) • Introduction to arm strokes with support • Back Float (5 seconds) • Flutter kick with support on back (10 feet) • Introduction to back stroke arms with support • Rollover front to back and return to standing position with support • Proper use of a life jacket in the water



Tadpoles

Enter water by jumping feet first from side of the pool • Exit pool using ladder or side • Bob while blowing bubbles (10 times) • Front Glide (10 feet) • Front Glide with flutter kick (15 feet) • Freestyle (15 feet) • Back Glide (10 feet) • Back Glide with flutter kick (15 feet) • Backstroke (15 feet) • Rollover front to back and return to standing position unsupported • Introduction to treading water in shallow water unsupported



Goldfish

Enter water by feet first jump into chest deep water from poolside • Freestyle with side breathing (15 yards) • Backstroke (15 yards) • Elementary Backstroke kick (15 feet) • Arm and leg motions for treading water in deep water unsupported • Move in water while wearing a life jacket



Sharks

Jump feet first into deep water from the side • Bob in deep water (10 times) • Back Float in deep water (30 seconds) • Treading water (30 seconds) • Change from vertical/horizontal positions in deep water • Swim Freestyle with side breathing (25 yards) • Swim Backstroke (25 yards) • Swim Elementary Backstroke (15 yards) • Demonstrate Dolphin Kick (15 yards) • Demonstrate Scissor Kick (15 yards) • Demonstrate Breaststroke Kick (15 yards)



Dolphins

Swim underwater (15 feet) • Survival float in deep water (30 seconds) • Treading water (2 minutes) • Swim freestyle (50 yards) • Swim backstroke (50 yards) • Swim breaststroke (25 yards) • Swim sidestroke (25 yards) • Swim elementary backstroke (25 yards) • Open turn on front • Open turn on back • Feet first surface dive

Aqua Dash:

Get your daily workout as you refresh in the pool. Aqua Dash is a 45-minute class lead by an instructor in water aerobics, water walking and full range of motion exercises.

Monday - Friday (beginning 7/10/17)
 8:00am - 8:45 am

Ages: 18+
 Cost: FREE



Private Lessons:

A Private Lesson is one 45-minute lesson of one-on-one instruction to meet the personal needs of students of all abilities. Students can register for a series of lessons or individually. Unless instructors are requested to teach specific skills, students will be tested during their first private lesson and are taught skills based on our normal learn to swim progressions.

Facility Rentals

Are you looking to rent out one of our facilities for your next special event? Book in advance to ensure you have your ideal location. All facility rentals must be reserved at least one month in advance. Reservations are first-come first-serve, and full payment must be made in order to secure your reservation. A \$25 non-refundable Administrative Fee plus deposit is required for all rentals. Early entry is also permitted for an additional charge. Do you represent a non-profit organization that is interested in renting one of our facilities? Please contact the City of Madera Parks & Community Services for discounted rates: (559) 661-5495.

Centennial Pool Complex • 221 Flume St., Madera, CA 93638

Pool Rentals are available from: May 29, 2017 – October 29, 2017.



Pool Rental Hours:

Saturdays:
4:00pm – 8:00pm

Sundays:
11:00am – 3:00pm
3:30pm – 7:30pm
11:30am – 7:30 pm

*Rental hours will change after August 6, 2017.

Includes: Pool use, certified lifeguards, dressing facilities, showers and restrooms. No electricity, amplified music or pets permitted in the pool area.

Amount of Guests:	4 Hours	8 Hours
1-75	\$200	\$400
76-100	\$235	\$470
101-125	\$270	\$540
126-150	\$310	\$620

Zero Gravity Skate Park • 920 North Gateway Drive, Madera, CA 93637

Available Saturdays and Sundays, 10:30am - 10:00pm, Mondays - Fridays at the City's discretion.



Maximum 75 guests

Includes: restrooms, electrical outlets, parking

All Day Rental: \$315 • *Hourly Rental: \$50/Hour

Frank A. Bergon Senior Center • 238 South D Street, Madera, CA 93638

Available Saturdays and Sundays, 10:30am - 1:00 am, Mondays - Fridays at the City's discretion.



Maximum 100 guests: Banquet, 220 guests: Assembly

Includes: warming kitchen, restrooms, electrical outlets, tables, chairs, parking

All Day Rental w/ Kitchen: \$200 • *Hourly Rental: \$50/Hour

Millview Community Center

1901 Clinton Street, Madera, CA 93638

Available Saturdays and Sundays, 10:30am - 1:00am,
Mondays - Fridays at the City's discretion.



Gymnasium • Maximum 300 guests

Includes: Indoor basketball court, restrooms, electrical outlets, parking

All Day Rental: \$250

*Hourly Rental: \$25/Hour



Commercial Kitchen • Maximum 15 guests

Includes: Commercial cooking space, large walk-in freezer and refrigerator

All Day Rental: \$250

*Hourly Rental: \$35/Hour

Rotary Youth Hut

113 South Q Street, Madera, CA 93637

Available Saturdays and Sundays, 10:30am - 1:00am
Mondays - Fridays at the City's discretion.



Maximum 50 guests

Includes: restrooms, electrical outlets, tables, chairs, parking

All Day Rental: \$100

*Hourly Rental: \$30/Hour

Facility Rentals



Pan-American Community Center • 703 E. Sherwood Way, Madera, CA 93638
Available Saturdays and Sundays, 10:30am - 1:00am, Mondays - Fridays at the City's discretion.

Gym

Maximum 350 guests

Includes: warming kitchen, restrooms, electrical outlets, tables, chairs, parking

All Day Rental w/ Kitchen: \$735

*Hourly Rental: \$110/Hour

Alcohol Surcharge (Non-Refundable): \$150

Multi-Purpose Room

Maximum 90 guests

Includes: electrical outlets, restrooms, tables, chairs, warming kitchen and parking

All Day Rental w/ Small Kitchen: \$240

*Hourly Rental: \$50/Hour

Alcohol Surcharge (Non-Refundable): \$150

Park Rentals/Reservation Information

We offer park site rentals to host your personal, family, or company picnic. Various sized sites are available for accommodating up to 200 people. A wide range of outdoor amenities are available to fit anyone's requirements, call today and schedule your next outing or event at one of our fine picnic sites. Park rentals are available 7 days a week between the hours of 10:30 a.m. - 10:00 p.m. All facility rentals must be reserved at least one month in advance. Reservations are first-come first-serve, and full payment must be made in order to secure your reservation. A \$25 non-refundable Administrative Fee plus deposit is required for all rentals. Early entry is also permitted for an additional charge.



Rotary Pavilion

910 North Gateway Drive, Madera, CA 93637

Maximum 200 guests

Includes: gated/covered picnic area, barbeque pit, tables, horseshoe pits, electrical outlets, restrooms

All Day Rental: \$55 (Weekday) • \$115 (Weekend)

*Hourly Rental: \$10/Hour (Weekday) • \$20/Hour (Weekend)

Alcohol Surcharge: \$150



Rotary Shelters 1, 2 & 3

910 North Gateway Drive, Madera, CA 93637

Maximum 60 guests

Includes: one small barbeque pit per shelter, 6 tables each.

All Day Rental: \$50 (Weekday) • \$90 (Weekend)

*Hourly Rental: \$7.50/Hour (Weekday) • \$15/Hour (Weekend)



Pan-Am Shelter

Corner of Sherwood Way & North Lake Street, Madera, CA 93638

Maximum 30 guests

Includes: picnic shelter, picnic tables

All Day Rental: \$35 (Weekday) • \$50 (Weekend)

*Hourly Rental: \$5/Hour (Weekday) • \$7.50/Hour (Weekend)



McNally Shelter

825 A Street, Madera, CA 93638

Maximum 60 guests

Includes: picnic shelter, tables, barbeque pit, electrical outlets, parking

All Day Rental: \$35 (Weekday) • \$50 (Weekend)

*Hourly Rental: \$5/Hour (Weekday) • \$7.50/Hour (Weekend)



Madera Sunrise Rotary Sports Complex Pavilion

1901 Clinton, Madera, CA 93638

Maximum 200 guests

Includes: picnic area, electrical outlets

All Day Rental: \$55 (Weekday) • \$115 (Weekend)

*Hourly Rental: \$10/Hour (Weekday) • \$20/Hour (Weekend)

Park Rentals

Town & Country Pavilion

2300 Howard Road, Madera, CA 93637

Maximum 80 guests

Includes: group picnic areas, parking

All Day Rental:

\$55 (Weekday) • \$115 (Weekend)

*Hourly Rental: \$10/Hour (Weekday) • \$20/Hour (Weekend)

Town & Country

Picnic Area #1

Maximum 40 guests

Includes: volleyball courts,
small barbeque pit, picnic tables

All Day Rental: \$35 (Weekday) • \$50 (Weekend)

*Hourly Rental: \$5/Hour (Weekday) • \$7.50/Hour (Weekend)

Field Rental Information:

Town & Country

Ball Field Rentals:

Field Use: \$10/hr

Field Use W/ Lights: \$25/hr

Non-refundable Admin. Fee: \$25

Madera Sunrise Rotary Sports Complex

Ball Field Rentals:

Field Use: \$10/hr

Field Use W/ Lights: \$25/hr

Non-refundable Admin. Fee: \$25

Soccer Field Rentals:

Field Use: \$10/hr

Field Use W/ Lights: \$25/hr

Non-refundable Admin. Fee: \$25

Tournament Fees

Non-City hosted tournaments may be required to pay the City 10% of all entry fees collected, in addition to all other applicable charges.

Fields are located at the Madera Sunrise Rotary Sports Complex and Lions Town & Country Park. Field use fees are dependent upon various factors. There is a two-hour minimum use for each field.

For Youth Sports League and non-profit rates, please contact the John W. Wells Youth Center at (559) 661-5495. All fields must be reserved at least 3 days in advance.

The City of Madera fields are available for reservations 7 days a week. All field rentals must be pre-approved by the Parks & Community Services Department. All fields must be reserved at least 3 days in advance. Reservations are accepted up to one year to the day in advance.



Town & Country

Picnic Area #2

Maximum 25 guests

Includes: horseshoe pits, small barbeque pit, picnic tables

All Day Rental: \$35 (Weekday) • \$50 (Weekend)

*Hourly Rental: \$5/Hour (Weekday) • \$7.50/Hour (Weekend)



Town & Country

Amphitheater

Includes: outdoor stage

All Day Rental: \$65 (Weekday) • \$140 (Weekend)

*Hourly Rental: \$10/Hour (Weekday) • \$20/Hour (Weekend)

CalViva Health *Offers Medi-Cal* *Coverage for You and Your Family*

CalViva Health provides:

- Access to quality health care providers.
- A personal doctor to manage your health care who will coordinate your referrals to specialists and other health programs.
- Preventive services to keep you well.
- Member Service Representatives to answer your questions 24 hours a day.
- Interpreters to assist non-English speaking members.
- And much more!



1-877-618-0903



***Pacific Gas and
Electric Company®***



CALIFORNIA IS IN A DROUGHT

Immediate 20% Reduction in Water Use Urged

WHAT DOES A
20% REDUCTION
in *water* use look like?



To report residential or commercial water waste, contact the Public Works Department at (559) 661-5466

To report water waste or irrigation problems in parks, on the trail or in the public right of way, contact (559) 661-5485

AVERAGE DAILY USE

The average Californian uses 196 gallons of water per day. Here are some easy ways to reduce water use. Find the right combination for you to reduce by 20% or 38 gallons a day.

196
GALLONS
PER DAY



INSTALL AERATORS ON
BATHROOM FAUCETS

saves

1.2 GALLONS

per person/day



WASH ONLY FULL
LOADS OF CLOTHES

saves

15-45 GALLONS

per load



TURN OFF WATER WHEN
BRUSHING TEETH OR
SHAVING

saves

10 GALLONS

per person/day



TAKE FIVE MINUTE
SHOWERS INSTEAD OF
10 MINUTE SHOWERS

saves

12.5 GALLONS

with a water efficient showerhead



FIX LEAKY TOILETS

saves

30-50 GALLONS

per day/toilet



INSTALL EFFICIENT,
WATERSENSE-LABELED
SHOWER HEADS



saves

1.2 GALLONS

per minute

OR



10 GALLONS

per average 10-minute shower



INSTALL A HIGH-EFFICIENCY
WATERSENSE-LABELED TOILET
(1.28 GALLON PER FLUSH)

saves

19 GALLONS

per person/day



For more tips on reducing water use, visit the following websites:

www.saveourH2O.org • www.cityofmadera.org



PG&E

MOVIES IN THE PARK

ALL FILMS BEGIN AT DUSK (APPROXIMATELY 8:30-9:00PM)
FREE ADMISSION • CONCESSIONS WILL BE SOLD • NO ALCOHOL OR PETS PERMITTED

07.07	POKEMON	G
07.14	SECRET LIFE OF PETS	PG
07.21	THE LEGEND OF TARZAN	PG-13
07.28	ZOOTOPIA	PG
08.04	SING	PG
08.11	FINDING DORY	PG
08.18	THE JUNGLE BOOK	PG
08.25	MOANA	PG

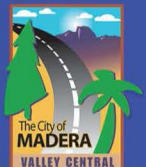
LIONS TOWN & COUNTRY PARK
@THE AMPHITHEATRE LOCATED JUST OFF HOWARD RD

HOSTED BY CITY OF MADERA PARKS & COMMUNITY SERVICES DEPARTMENT

SPONSORED BY PACIFIC GAS & ELECTRIC

**Parks
Make
Life
Better!**

FOR MORE INFORMATION, CONTACT THE CITY OF MADERA
PARKS & COMMUNITY SERVICES DEPARTMENT AT (559) 661-5495



4th of July Fireworks Spectacular & Golf Tournament

July 4, 2017 • Golf Tournament: 8:00 a.m. • Family Fun: 5:00 p.m.
Fireworks Show: Dusk (Approximately 9:00 p.m.)
Madera Municipal Golf Course • 23200 Avenue 17 • Madera, CA 93637

Sponsor/Business Name:

Contact Name:

Will you participate in the Golf Tournament?

☐

Yes (Please complete team registration form)

☐

No, I just want to make a contribution for the fireworks.

Address (include City, State & Zip Code):

Phone:

E-mail:

July 4th, 2017

Golf Tournament: 7:00 a.m. (Range/Breakfast) • 8:00 a.m. (Shotgun Start)

Family Fun: 5:00 p.m. • Fireworks Show: Dusk (Approximately 9:00 p.m.)

**Please submit this completed form and your
contribution check made payable to the "City of Madera" to:**

City of Madera PCS 4th of July Spectacular
701 E 5th St • Madera, CA 93638

Sponsorship Opportunities

(Fill in the bubble with your selected contribution)

☐

DIAMOND

\$10,000

☐

SUSTAINING

\$5,000

☐

PLATINUM

\$2,500

☐

GOLD

\$1,000

☐

RED

\$500

☐

WHITE

\$250

☐

BLUE

\$100

☐

ALTERNATIVE/IN-KIND

(Please specify amount)

For more information, please contact the Madera Parks & Community Services Department at (559) 661-5495



**Parks
Make
Life
Better!**

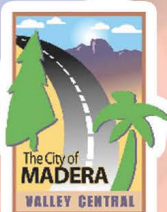


www.facebook.com/maderapcs

City of Madera 4th of July Fireworks Spectacular & Golf Tournament **Free Fireworks Show**

Madera Municipal Golf Course . 23200 Avenue 17 . Madera, CA 93637 . July 4, 2017

Golf Tournament: 8:00A.M. Family Fun: 5:00 P.M. Fireworks Show: Dusk (Approximately 9:00 P.M.)

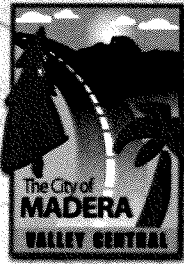


Parking is FREE, but LIMITED.

**Parks
Make
Life
Better!**

Roads leading to the event close at least 20 minutes before the fireworks show starts, or when parking is full, whichever occurs first. Make plans to carpool, plan ahead and come out early for food, music, entertainment, dancing and family FUN.

PETS, OUTSIDE VENDORS, OUTSIDE FOOD AND BEVERAGES ARE NOT PERMITTED.



[Return to Agenda](#)

REPORT TO CITY COUNCIL

Approved By:


Department Director

Council Meeting of August 16, 2017
Agenda Item Number B-5


City Administrator

SUBJECT:

CONSIDERATION OF A RESOLUTION APPROVING THE AWARD OF CONTRACT FOR MAX BUS SHELTERS AND AMENITIES CITY OF MADERA PROJECT NO. TRANS-6, IN THE AMOUNT OF \$213,632 TO DAVID J. BOYLE ELECTRIC SHOP LLC, AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10%, CONSTRUCTION INSPECTION AND MANAGEMENT OF UP TO 10%, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

RECOMMENDATION:

1. That the City Council adopt Resolution No. 17-__ approving:
 - a. The award of the contract for MAX Bus Shelters and Amenities City of Madera Project No. TRANS-6, in the amount of \$213,632 to David J. Boyle Electric Shop LLC.
 - b. Authorization of construction contingencies of up to 10%.
 - c. Authorization of construction inspection and management contingencies of up to 10%.
 - d. Authorizing the Mayor to execute the contract on behalf of the City.

SUMMARY:

The Grants Department has obtained funding to install new bus shelters at 21 locations throughout the City. City Transit has purchased the bus shelters, benches and trash receptacles directly from the manufacturers.

Funding for the project is being provided by Measure T – Transit Enhancements Fund, Measure T – Transit Enhancement/ADA Seniors Fund, State Prop 1B – Low Carbon

Engineering

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

www.cityofmadera.ca.gov

Transit Operations Program (LCTOP) Fund and are included in the City's FY 2017/18 Budget.

DISCUSSION:

The project consists of installing new bus shelters at 21 City locations. The shelters vary in size with the small shelters to be installed at 15 locations. The large shelters will be installed in the remaining 6 locations. The shelters, benches and trash receptacles have been purchased through separate contracts with the manufacturers.

The contractor will prepare each site with a concrete pad for placement of the new shelters and benches. Adjacent curb, gutter, and sidewalk will be replaced to comply with ADA requirements. A trash receptacle and bus stop signage will also be installed at each location.

The project received a CEQA (California Environmental Quality Act) Categorical Exemption. A Notice of Exemption was executed by the City of Madera and was filed with the Madera County Clerk on May 20, 2016.

SITUATION:

The "Notice Inviting Bids" was duly noticed. Plans and specifications were distributed to local building exchanges and made available to contractors and sub-contractors. The plans and specifications were also posted on EBidBoard.com, a projects listing service for contractors.

On July 25, 2017, the City received five bids. The bidders and bid amounts are as listed below:

David J. Boyle Electric Shop	\$213,632.00
V&G Builders, Inc.	\$253,014.46
California Highway Construction Group, Inc.	\$262,845.00
Lawrence Backhoe Service, Inc.	\$263,132.00
American Paving Co.	\$424,498.00
Engineers Opinion of Cost	\$237,000.00

All bids were checked for accuracy with the bidding requirements of the specifications, and for validity of licenses and bid security. David J. Boyle Electric Shop LLC, submitted the lowest responsive and responsible bid that meets the contract requirements. The low bid is under the Engineer's Cost Estimate and the low bidder meets all of the requirements for award of the construction project.

It is recommended that the Council award the project to the David J. Boyle Electric Shop LLC.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 126- Enhance the City of Madera transportation system by providing additional bus shelter structures that are safe and aesthetically pleasing to the users.

FINANCIAL IMPACT:

The funding for the project has been appropriated in FY 2017/18 with Measure T- Transit Enhancement funding Account No. 4155000/7030, Measure T – Transit Enhancement /ADA Seniors funding Account No. 41560000/77030, and Prop 1B LCTOP funding Account No. 21295491/7030.

Funding for construction of the project will not have an impact on the City's General Fund.

RESOLUTION NO. 17-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE AWARD OF CONTRACT FOR MAX BUS SHELTERS AND AMENITIES CITY OF MADERA PROJECT NO. TRANS-6 IN THE AMOUNT OF \$213,632 TO DAVID J. BOYLE ELECTRIC SHOP LLC, AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10%, CONSTRUCTION INSPECTION AND MANAGEMENT OF UP TO 10%, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

WHEREAS, The Engineering Department advertised a solicitation for bids for the MAX Bus Shelters and Amenities City of Madera Project No. TRANS-6; and

WHEREAS, Sealed bids were received on July 25, 2017 and opened by the City Engineer; and

WHEREAS, An Environmental Determination CEQA Categorical Exemption was filed with the Madera County Clerk on May 20, 2016, and 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 Council finds that the project has no possibility of causing significant impact on the environment.
4. The City finds that David J. Boyle Electric Shop LLC is the lowest responsible and responsive bidder.

5. The contract for the MAX Bus Shelters and Amenities City of Madera Project No. TRANS-6 in the amount of \$213,632 with David J. Boyle Electric Shop LLC, a copy of which is on file in the office of the City Clerk and referred to for particulars; and Construction Contingencies in the amount of no more than 10%; and Construction Inspection and Management in the amount of no more than 10% of the contract amount is approved.
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 16th day of August, 2017, between the City of Madera, hereinafter called "**OWNER**", and David J. Boyle Electric Shop, LLC, 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 "**MAX Bus Shelters and Amenities Installation, City Project No. Trans-6**"
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 \$213,632.00, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any **WORK**.
4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.
5. The term "**CONTRACT DOCUMENTS**" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) Bid Proposal
 - (D) Bid Bond
 - (E) Agreement
 - (F) Payment Bond
 - (G) Performance Bond
 - (H) Insurance Requirements for Contractors
 - (I) General Conditions
 - (J) Special Conditions
 - (K) State Standard Plans and Specifications ISSUE MAY 2015
 - (L) PLANS and SPECIFICATIONS prepared or issued by CITY OF MADERA, entitled " **MAX Bus Shelters and Amenities Installation, City Project No. Trans-6**" **July 2017**. 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. 1, dated 07/19/17
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** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor**, or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor's** negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without

affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Sub-consultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section .

18. Contractor must comply with the insurance requirements as described in the section called "INSURANCE REQUIREMENTS FOR **CONTRACTOR**", **pages 38-39** of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or David J. Boyle Electric Shop, LLC may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

20. Termination.

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, David J. Boyle Electric Shop, LLC 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 David J. Boyle Electric Shop, LLC;
2. A failure by David J. Boyle Electric Shop, LLC to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by David J. Boyle Electric Shop, LLC to City.

In no event shall any payment by City or acceptance by David J. Boyle Electric Shop, LLC 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 David J. Boyle Electric Shop, LLC the repayment to City of any funds disbursed to David J. Boyle Electric Shop, LLC under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

Notice of termination shall be mailed to the City:

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

To the Contractor David J. Boyle Electric Shop, LLC

Notices. All notices and communications from the David J. Boyle Electric Shop, LLC **shall** be

to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

21. Compliance With Laws- City shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of City's services.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

22. Attorneys' Fees/Venue- In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

23. Governing Law- The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

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

25. Contractor's Legal Authority - Each individual executing or attesting this Agreement on behalf of David J. Boyle Electric Shop, LLC 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 David J. Boyle Electric Shop, LLC is a duly organized and legally existing corporation in good standing in the State of California.

26. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

27. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City**. Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the

rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, City shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

28. Sole Agreement- This instrument constitutes the sole and only Agreement between City and David J. Boyle Electric Shop, LLC in connection to the Project and correctly sets forth the obligations of the City and David J. Boyle Electric Shop, LLC to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

29. Assignment-Neither the David J. Boyle Electric Shop, LLC nor City will assign its interest in this Agreement without the written consent of the other.

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

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

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

City of Madera
Herein Called OWNER

By: _____
Andrew J. Medellin, Mayor

APPROVE AS TO FORM:

J. Brent Richardson, City Attorney

ATTEST:

Sonia Alvarez, City Clerk

BY: _____
Herein Called CONTRACTOR

BY: _____

Federal Tax I.D. No.

Contractor License Number

DIR Registration Number

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

ACKNOWLEDGMENT

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

State of California)

County of _____)

On _____, 2017 before me, _____
(insert name and title of officer)

Personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

City of Madera
(Name of Owner)

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

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of ____, 2017 a copy of which is hereto attached and made a part hereof for the construction of:

MAX Bus Shelters and Amenities Installation, City Project No. Trans-6

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

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed in THREE counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2017.

ATTEST:

Principal

BY: _____(s)

(Principal) Secretary

(Seal)

(Witness as to Principal)

(Address)

ATTEST:

(Surety) Secretary

(Surety)

(SEAL)

Witness as to Surety

BY: _____
Attorney in Fact

(Address)

(Address)

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Madera
(Name of Owner)

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

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the Owner, dated the ____ day of _____, 2017 a copy of which is hereto
attached and made a part hereof for the construction of:

MAX Bus Shelters and Amenities Installation, City Project No. Trans-6

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

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

extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

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

IN WITNESS WHEREOF, this instrument is executed in THREE counterparts, each one of which shall be

deemed an original, this the _____ day _____ 2017.

ATTEST: _____
Principal

BY: _____(s) _____
(Principal) Secretary

(Seal)

(Witness as to Principal) (Address)

ATTEST:

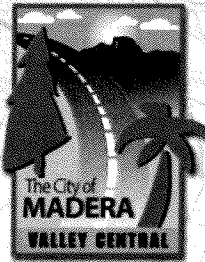
(Surety) Secretary (Surety)

(SEAL)

Witness as to Surety BY: _____
Attorney in Fact

(Address) (Address)

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



REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of August 16, 2017
Agenda Item Number B-6

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING A PIPELINE CROSSING AGREEMENT BETWEEN THE UNION PACIFIC RAILROAD COMPANY AND THE CITY OF MADERA FOR THE INSTALLATION OF A 24-INCH STEEL CASING UNDERNEATH THE EXISTING AT-GRADE PUBLIC ROAD CROSSING ALONG ALMOND AVENUE FOR THE WELL 27 PIPE OUTFALL EXTENSION PROJECT

RECOMMENDATION:

That the City Council approves Resolution No. 17-_____:

1. Approving the Pipeline Crossing Agreement with the Union Pacific Railroad Company.
2. Authorizing the Mayor to execute the Agreement.

SUMMARY:

The Pipeline Crossing Agreement is a standard agreement prepared by the Union Pacific Railroad Company (UPRR) that specifies a variety of City obligations and responsibilities with respect to the construction, maintenance and operations of the pipeline and administration of the construction activities and specifying the payment, obligations and responsibilities of the City and the City's contractor.

The agreement includes the requirement for payments to UPRR the amount of \$4,500 for a one-time License Fee, and \$505 for clerical, administrative, and handling expenses for a total of \$5,005.

Engineering

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

www.cityofmadera.ca.gov

DISCUSSION:

Based on tests completed by City staff on March 10, 2011, Well 27 located at the southwest corner of Almond Avenue and Pine Street was found to contain elevated nitrate levels on the activated carbon during system operation. Unless addressed, the buildup of nitrates can cause problems in the water streams due to nitrate sloughing. Well 27 was then de-commissioned and put out of operation, and City staff began exploring for options to mitigate the situation.

A typical method to mitigate the elevated nitrate problem is to perform periodic flushing of the system by pumping and disposing it to waste until the nitrate levels in the discharge pipe falls below the Maximum Contaminant Level (MCL). This method requires a drainage system to convey all the waste out of the facility. In order to accomplish this a discharge pipeline has to be connected to the effluent pipes that comes from the Granular Activated Carbon (GAC) vessels, extend and cross underneath the Union Pacific railroad tracks (UPRR) and terminate in a drop inlet box where the waste will bubble up and discharge into the street gutter and gravity flow to the Evapco West basin.

To be allowed to install, operate and maintain a pipeline underneath the Union Pacific Railroad Company (UPRR) facility, City has to enter into a pipeline crossing agreement with them.

The Pipeline Crossing Agreement with the UPRR provides the right to construct, operate and maintain a 24-inch steel casing that will cross underneath the tracks parallel with Almond Avenue west of Pine Street.

The agreement specifies that the City will be responsible for all UPRR expenses to accommodate the improvements including right of way easements, design review, on-site train traffic control, existing facilities relocation, any other construction related activities and for all of the project construction costs. The Agreement specifies that the City will reimburse the UPRR for 100% of all their actual costs.

A Purchase Order in favor of UPRR will be prepared in the amount of \$5,005 as required in the Agreement. Any costs in addition to the \$5,005 shall be included in the project contingencies.

FISCAL IMPACT:

There is no fiscal impact to the City's General Fund. The project is included in the City's Capital Improvement Program with Org no: 20303830/Object no. 7050.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Strategy 101.6 – Ensure infrastructure can sustain population growth.

Strategy 126 – Expand or develop programs to create clean, safe and aesthetically pleasing streets.

RESOLUTION NO. 17-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A PIPELINE CROSSING AGREEMENT BETWEEN THE UNION PACIFIC RAILROAD COMPANY AND THE CITY OF MADERA FOR THE INSTALLATION OF A 24-INCH STEEL CASING UNDERNEATH THE EXISTING AT-GRADE PUBLIC ROAD CROSSING ALONG ALMOND AVENUE FOR THE WELL 27 PIPE OUTFALL EXTENSION PROJECT

WHEREAS, Well 27 contains elevated levels of nitrates in the Granular Activated Carbon (GAC) vessels; and

WHEREAS, flushing of the system is necessary to mitigate and lower the nitrate levels; and

WHEREAS, flushing of the system will require installation of a 24-inch steel casing underneath the existing at-grade Union Pacific Railroad tracks; and

WHEREAS, Union Pacific Railroad Company requires a License Agreement from the City to allow the installation of the 24-inch steel casing; and

WHEREAS, an Agreement has been prepared by the Union Pacific Railroad Company (UPRR) that specifies the obligations and responsibilities and costs of the City of Madera for the right to construct, operate and maintain the pipeline and a copy of the Agreement is on file with the City Clerk.

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

finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The Pipeline Crossing Agreement with the Union Pacific Railroad Company for the installation of a 24-inch steel casing underneath the existing at-grade public road crossing along Almond Avenue for the Well 27 Pipe Outfall Extension project, with a fee in the amount of \$5,005, a copy of which is on file with the City Clerk and referred to for particulars, is approved.
3. The Mayor is authorized to execute the Agreement.
4. The City's participation in the Agreement from and after July 24, 2017, is hereby ratified.
5. This resolution is effective immediately upon adoption.

* * * * *

PIPELINE CROSSING AGREEMENT

Mile Post: 185.28, Industrial track opposite North Madera Industrial Lead
Location: Madera, Madera County, California

THIS AGREEMENT ("Agreement") is made and entered into as of July 24, 2017, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF MADERA**, to be addressed at 205 W. Fourth Street, Madera, California 93637 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the license fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one 8 inch plastic water pipe inside a 24 inch steel pipe pipeline for transporting and conveying water only

across Licensor's track(s) and property (the "Pipeline") in the location shown and in conformity with the dimensions and specifications indicated on the print dated August 2, 2017 and marked **Exhibit A**, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying water, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Pipeline crossing, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Four Thousand Five Hundred Dollars (\$4,500.00)**.

Article 3. ADMINISTRATIVE HANDLING CHARGE.

Upon execution and delivery of this Agreement, the Licensee shall pay to the Licensor an License Fee of **Five Hundred Five DOLLARS (\$505.00)** for clerical, administrative and handling expense in connection with processing this Agreement.

Article 4. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 5. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Pipeline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licenser to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licenser herein.

Article 6. INSURANCE.

A. During the life of the License, Licensee shall fully comply with the insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licenser to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this license, those statutes shall apply.

D. Licensee hereby acknowledges that is has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.

Article 7. SPECIAL PROVISION - INSPECTION.

Licenser requires licensee to provide monitoring of tracks and on-site observation and inspection through Licenser approved inspector named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector.

RailPros Contact:
Jim Marshall
801-200-2831 Cell
714-734-8765 Ext 274
Jim.marshall@railprosfs.com

Article 8. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

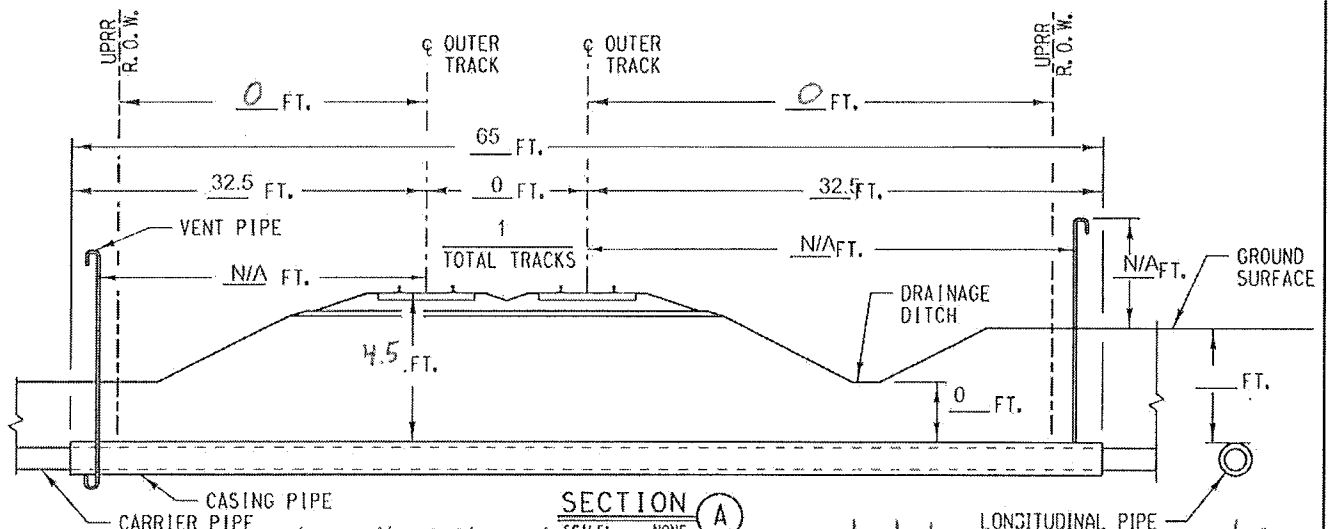
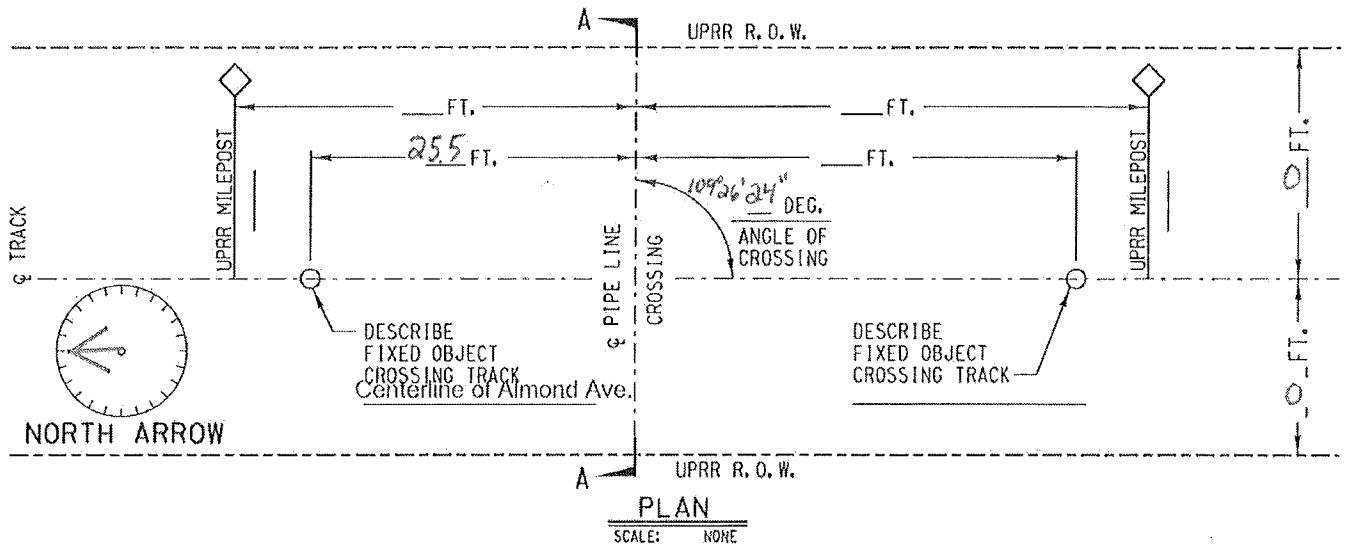
CITY OF MADERA

By: _____
Valerie Harrill
Asst. Manager – Real Estate

By: _____
Name Printed: Andrew J. Medellin
Title: Mayor

NON-FLAMMABLE LIQUID PIPELINE

☒ CROSSING
☐ ENCROACHMENT
☐ BOTH



NOTES: Pipeline will be 24' south of Almond Ave. & measured perpendicularly
 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK.
 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.3.

- A) METHOD OF INSTALLATION BORED AND JACKED
 B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT
 C) SIGNS PROVIDED? AT A MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
 D) CARRIER MATERIAL PVC, IF RCP, CLASS V? NA
 COMMODITY TO BE CONVEYED WATER
 OPERATIONAL PRESSURE 70 PSI, MAOP 70 PSI.
 WALL THICKNESS (INCH)/ SCHEDULE 80, DIAMETER 8 IN.
 CATHODIC/COATING PROTECTION YES
 E) CASING MATERIAL STEEL, IF RCP, CLASS V? NA
 TOTAL LENGTH CASING PIPE: 65 FT.
 WALL THICKNESS 0.4375 IN, DIAMETER 24 IN.
 CATHODIC/COATING PROTECTION YES
 CASING PIPE IS SEALED AT THE ENDS.
 F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES 35 AND 35.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: <u>Ind Track Opp North Madera Ind Ld.</u>	
TRACK TYPE: <u>INDUSTRY OR SPUR TRACK</u>	
M.P.: <u>Opp. 185.28</u>	LAT.: <u>36.945522778 N</u>
E.S.M.: <u>Opp. 944111</u>	LONG.: <u>120.07576666 W</u>
NEAREST CITY: <u>MADERA</u>	COUNTY: <u>MADERA</u> STATE: <u>CA</u>
APPLICANT: <u>CITY OF MADERA</u>	
FILE NO.: <u>0302452</u>	DATE: <u>8/2/2017</u>

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.
- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

- A. The Pipeline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering – Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.
- B. All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.
- C. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline from Licensor's property, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support,

the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

- D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.
- E. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 3. NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.

- A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work by calling the Response Management Communication Center (RMCC) at 888-877-7267. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

- B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.
- C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. Licensee shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.
- D. Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Licensor's track(s) at any time, for any reason, unless and until a railroad flagman is provided to watch for trains. Upon receipt of such ten (10) day notice, the Licensor Representative will determine and inform Licensee whether a flagman need be present and

whether any special protective or safety measures need to be implemented. If flagging or other special protective or safety measures are performed by Licensor, Licensor will bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

- E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- F. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.
- G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.
- I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensor of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensor, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- J. If and when requested by Licensor, Licensee shall deliver to Licensor a copy of its safety plan for conducting the work (the "Safety Plan"). Licensor shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

- A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.
- B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

- A. The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.
- B. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.

- C. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensee or its contractors without the prior written permission of Licensor.
- D. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.
- E. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

- A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.
- B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON LICENSOR'S PROPERTY.**

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

- A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.
- B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to the same condition as the same were before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

- A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).
- B. **AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM**

ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;

2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;

3. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM;

4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED TO BY LICENSEE;

5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; OR

6. LICENSEE'S BREACH OF THIS AGREEMENT,

EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT AND ACTIVE NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.

C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit of proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

- A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.
- B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.
- C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Section 16. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Approved: Insurance Group
Created: 9/23/05
Last Modified: 03/29/10
Form Approved, AVP-Law

EXHIBIT C
Union Pacific Railroad Company
Contract Insurance Requirements

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability insurance. Licensee must maintain "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement

E. Umbrella or Excess insurance. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D
SAFETY STANDARDS

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agents, as well as any subcontractor or agent of any Licensee.

I. Clothing

- A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Licensee shall require its employee to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers

- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Licensee and its contractor are responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

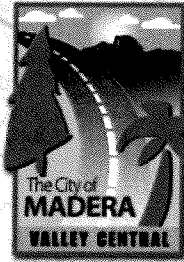
- (i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

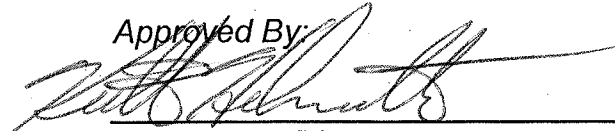
- A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.



[Return to Agenda](#)

REPORT TO CITY COUNCIL


Approved By:



Department Director

Council Meeting of August 16, 2017

Agenda Item Number B-7



City Administrator

**SUBJECT: A RESOLUTION APPROVING THE MASTER AGREEMENT
BETWEEN THE MADERA COUNTY TRANSPORTATION
COMMISSION AND THE CITY OF MADERA FOR THE FISCAL
YEAR 2016-17 ALLOCATION OF REGIONAL SURFACE
TRANSPORTATION PROGRAM EXCHANGE FUNDING**

RECOMMENDATION:

That the City Council adopt Resolution No. 17__ approving:

1. Master Agreement between the Madera County Transportation Commission (MCTC) and the City of Madera for the Fiscal Year 2016-17 allocation of Regional Surface Transportation Program (RSTP) Exchange Funding
2. Authorization for the Mayor to execute the master agreement.
3. Authorization for the City Engineer to submit the master agreement and the application for planned expenditures to MCTC.

SUMMARY:

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

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

Engineering

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

www.cityofmadera.ca.gov

DISCUSSION:

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

The MCTC required the local agencies to execute the standard master agreement between them (MCTC) and the local agency (City of Madera), to be submitted together with the Application for Planned Expenditures Form.

The City of Madera is entitled to receive \$683,596 of RSTP exchange funds which is \$3,113 higher than last year.

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

It is recommended that the FY 2016/17 allocation of RSTP funds be programmed for the design and construction of the Lake Street – Fourth Street – Central Avenue Intersection Improvement Project.

FISCAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

RESOLUTION NO. 17 - _____

**RESOLUTION APPROVING THE MASTER AGREEMENT
BETWEEN THE MADERA COUNTY TRANSPORTATION
COMMISSION AND THE CITY OF MADERA FOR THE FISCAL
YEAR 2016-17 ALLOCATION OF REGIONAL SURFACE
TRANSPORTATION PROGRAM EXCHANGE FUNDING**

WHEREAS, the City of Madera is entitled to receive \$683,596 of Regional Surface Transportation Program (RSTP) exchange funds; and

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

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

WHEREAS, the MCTC has prepared a standard Master Agreement (the "Agreement") with conditions acceptable to the City of Madera, and is on file in the office of the City Clerk of the City of Madera and referred to for full particulars.

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

1. The above recitals are true and correct.
2. The Master Agreement between the MCTC and the City of Madera as described above, a copy of which is on file in the office of the City Clerk and referred to for particulars is necessary for the City to receive RSTP exchange funds.
3. The Master Agreement is hereby approved.
4. The Mayor of the City of Madera is authorized to execute the Master Agreement.
5. The City Engineer is authorized to submit the executed Master Agreement together with the Application for Planned Expenditures to MCTC.
6. This resolution is effective immediately upon adoption.

* * * * *

**MASTER AGREEMENT BETWEEN THE
MADERA COUNTY TRANSPORTATION COMMISSION
AND THE CITY OF MADERA
FOR THE FISCAL YEAR 2016/17 ALLOCATION OF RSTP EXCHANGE FUNDING**

This agreement is made on _____ by and between the City of Madera, a public body, hereinafter referred to as "Recipient," and the Madera County Transportation Commission, hereinafter referred to as "MCTC."

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

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

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

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

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

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

- A. The MCTC agrees to allocate RSTP Exchange Funds paid by Caltrans under the Federal Apportionment Exchange Program only for projects as authorized under sections 133(b) and 133 (c) of Title 23, United States Code and Article XIX of the California State Constitution.
- B. The Recipient agrees to use RSTP Exchange Funds only for the RSTP Exchange eligible project(s) described in Exhibit A.
- C. The Recipient agrees to reimburse funds back to MCTC if it is determined that RSTP Exchange Funds were used for ineligible projects.

1. ADMINISTRATIVE POLICIES

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

- B. The Recipient agrees to submit a RSTP Monitoring report to MCTC every 6 months describing the progress towards completion for all projects listed in Exhibit A.
- C. The Recipient agrees to mention MCTC's role in funding the project in any press releases or media events held by the Recipient to promote a funded project.
- D. The MCTC agrees to reimburse the Recipient within 30 days of receipt of an accurately completed claim form from the Recipient. The Recipient shall be reimbursed for actual incurred costs that are supported with documentation.
- E. The Recipient agrees to cause the completion of the project(s) within three years from the date funds were approved, as recorded in Exhibit A. Failure to complete the project(s) in a timely basis shall allow MCTC to refuse reimbursement and to reprogram such funds for other purposes.

2. COST PRINCIPLES

- A. Recipient agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
- B. Recipient agrees to require its contractors and subcontractors to:
 - (a) use Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., to determine the allowability of individual project cost items; and
 - (b) comply with Federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

3. THIRD PARTY CONTRACTING

- A. Recipient shall not award a construction contract over \$10,000 or other contracts over \$25,000 on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of Caltrans. This provision shall not apply to professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e), and (f).
- B. Recipient agrees that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors and only if consistent with Paragraph 6, below.

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

4. ACCOUNTING SYSTEM

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

5. RIGHT TO AUDIT

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

6. TRAVEL AND SUBSISTENCE

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

7. PROJECT COMPLETION

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

8. GOVERNING LAWS

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

9. CONFLICT OF INTEREST

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

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

10. CONSTRUCTION OF AGREEMENT

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

11. WAIVER

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

12. SUCCESSORS AND ASSIGNS

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

13. TIME IS OF THE ESSENCE

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

14. EXECUTION OF AGREEMENT

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

15. ENTIRE AGREEMENT

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

16. TERMINATION DATE

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

17. AMENDMENTS

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

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

MADERA COUNTY TRANSPORTATION COMMISSION

Patricia Taylor
Executive Director

Date

Recipient:
CITY OF MADERA

Andrew J. Medellin, Mayor

Date

Approved as to Form:

Brent Richardson, City Attorney
CITY OF MADERA

Date

MADERA COUNTY TRANSPORTATION COMMISSION

Application for RSTP Exchange Funds

Fiscal Year Cycle:	2016/17
Application Number:	1
Applicant Agency:	City of Madera
Project Manager:	Keith B. Helmuth

PLANNED EXPENDITURES

PROJECT NAME	PROJECT DESCRIPTION (including streets and roads)	CATEGORY OF ELIGIBILITY	ESTIMATED AMOUNT
Lake-Fourth-Central St Improvements	Improve the intersection to mitigate traffic congestion and safety by installing a traffic signal or a roundabout.	((12) Projects relating to intersections that – (A) have disproportionately high accident rates; (B) have high levels of congestion, as evidenced by – (i) interrupted traffic flow at the intersection	\$683,596
TOTAL			\$683,596

Submitted By:

Signature of Authorized Representative

City Engineer

Title and Date

Reviewed By:

Signature of MCTC Representative

REPORT TO CITY COUNCIL

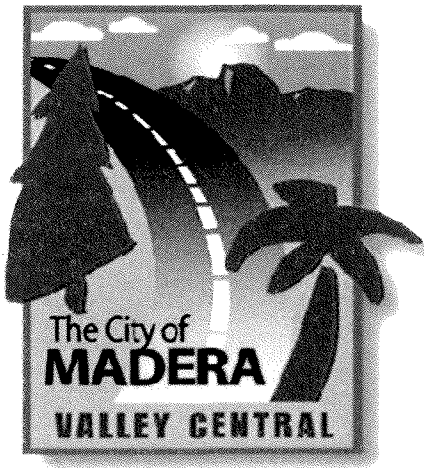
MEETING DATE: August 16, 2017

AGENDA ITEM NUMBER: B-8

Approved By:


PUBLIC WORKS DIRECTOR


CITY ADMINISTRATOR



SUBJECT: Consideration of a Resolution Approving an Agreement for Professional Janitorial Services, RFP No. 201718-01, to the Best Value Bidder, ServiceMaster by J&C Brown, and Authorizing the Mayor to Execute the Agreement on Behalf of the City.

RECOMMENDATION: Staff recommends that the Council adopt the Resolution approving award of the agreement for Professional Janitorial Services to ServiceMaster by J&C Brown.

SUMMARY: This agreement will allow for regularly scheduled janitorial services at City facilities. Two bids were received and opened at the Purchasing Office on July 31, 2017. While this RFP was advertised on the City's website and Staff hoped to receive bids from a local company, there were no bidders from companies located in the City of Madera. The bids were evaluated by a committee and scored based on a point system using the following criteria: References, Price, Overall Qualifications & Experience, and Overall Quality of Offer. The best value bidder was ServiceMaster by J&C Brown. ServiceMaster came in with a total monthly bid of \$13,200.86.

DISCUSSION: On May 17, 2017, the City entered into an agreement for janitorial services with Lincoln Training Center. The new services began June 5, 2017. Over the course of the first month of service, the Public Works Department worked tirelessly with the new company to address their failure to perform the scope of work adequately and secure the buildings upon leaving. It was determined by the City that it was no longer feasible to continue the contract with Lincoln Training Center. They were given notice of termination on July 13, 2017.

Prior to the City advertising a new janitorial RFP, research was done to assess the feasibility of completing the janitorial work in-house. In addition, Staff contacted Madera Unified to look into the possibility of utilizing their full-time janitorial staff in a partnership with the City of Madera. However, these options did not prove to be any more advantageous to the City. The City went out for the new janitorial RFP in July. The new RFP was advertised with the exact same scope of work. Notice was provided to all previous bidders.

The bidders were ranked as follows:

1. ServiceMaster by J&C Brown
2. Valley Commercial Services

ServiceMaster by J&C Brown is a franchise based out of Fresno. They have vast experience in Federal and State contracts. Their RFP outlined their dedication to customer service and quality control inspections. They provided an impressive list of references demonstrating their experience with cleaning several buildings similar to the scope of work requested for our City facilities.

FINANCIAL IMPACT: This agreement will be financed by money set aside for this purpose in the individual Departmental budgets spread over 18 different accounts. The rate will be decreasing from \$14,100.81 per month to \$13,200.86 per month, for a total annual cost of \$158,410.32 for all City facilities.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: While the proposed actions are not specifically addressed as part of the Plan, they are not in conflict with it and are sympathetic of the underlying principles of the 2025 Plan.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MADERA, CALIFORNIA, APPROVING ACCEPTANCE OF AGREEMENT
WITH SERVICEMASTER BY J&C BROWN
TO PROVIDE PROFESSIONAL JANITORIAL SERVICES
AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT
ON BEHALF OF THE CITY OF MADERA**

WHEREAS, the City of Madera (the "City") is in need of a professional janitorial services agreement for services to City facilities; and

WHEREAS, ServiceMaster by J&C Brown is qualified to provide the needed services; and

WHEREAS, an Agreement to provide such services has been prepared and is on file in the Office of the City Clerk and referred to for further particulars.

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 Agreement between ServiceMaster by J&C Brown and the City, a copy of which is on file in the office of the City Clerk and referred to for particulars, is approved.
3. The Mayor of the City of Madera is authorized to execute the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this _____ day of August, 2017, by and between the CITY OF MADERA, hereinafter referred to as "City" and ServiceMaster by J&C Brown, Hereafter referred to as "Service Provider";

A. The City is in need of building, cleaning, and maintenance activities usually provided by a janitorial service provider at various City building sites as follows:

City Hall, 205 West Fourth Street
Finance/Attorney, 205 West 4th Street
Public Works, 1030 South Gateway Drive
Engineering Office, Trailer Behind 205 West Fourth Street
Intermodal, 123 North "E" Street
Frank Bergon Senior Center, 238 South "D" Street
Utility Billing, 1030 South Gateway Drive
Pan-American Community Center, 703 East Sherwood
Youth Center – 1st Floor, 701 East 5th Street
Youth Center – 2nd Floor, 701 East 5th Street
Police Department, 330 South "C" Street
Municipal Airport, 4020 Aviation Drive
Adult Day Care Center, 322 W. 6th Street
Wastewater Treatment Plant, 13048 Road 21 ½

(hereinafter the "Sites"). The Service Provider has responded to a Request for Proposals ("RFP") to perform these needed services at the Sites indicated above and has responded to the RFP attached hereto as Exhibit "A" and incorporated herein as though set forth in full and as indicated in the response to RFP attached hereto as Exhibit "B" and incorporated herein as though fully set forth. The City desires to have the Service Provider perform the work in accordance with the RFP and the response thereto prepared by the Service Provider. The work to be performed in accordance with Exhibit "A" and Exhibit "B" is hereinafter referred to as the "Janitorial Services."

B. City requires Janitorial Services of a qualified professional Service Provider for the Sites.

C. Service Provider is a firm having the necessary experience and qualifications to provide Janitorial Services at the Sites.

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 the Service Provider as follows:

1. Services. The City hereby employs Service Provider to perform the Janitorial Services herein set forth at the compensation and upon the terms and conditions herein expressed, and Service Provider hereby agrees to perform such services for said compensation, and upon said terms and conditions City hereby authorizes Service Provider to commence work on August 21, 2017.

2. Obligations, duties and responsibilities of Service Provider. It shall be the duty, obligation and responsibility of the Service Provider, in a skilled and professional manner, to perform, furnish and supply to the City the services and supplies as provided in the RFP and responses thereto set forth in Exhibit "A" and Exhibit "B." The Janitorial Services shall be performed in a professional and workmanlike manner. There shall also be onsite supervision of Service Provider's employees by Service Provider and all employees of Service Provider shall display on their person, photo identification cards provided by Service Provider. Service Provider shall consider City and Intermodal employees' work schedules in coordinating its cleaning of the Sites so as not to unreasonably interfere with such employees.

2.1 Supervisory Personnel. Service Provider shall provide all supervisory personnel, all labor, equipment and supplies of every nature to execute the Janitorial Services, including but not limited to paper goods, sanitary napkins and tampons for womens' toilet room dispensers and soap for toilet room dispensers all in accordance with Exhibits "A" and "B" attached. Schedule of work shall be five (days/nights) Monday through Friday each week.

2.2 Identification Badges, Hiring of Employees. City may periodically request, and Service Provider shall provide a list of all its employees and their respective identification numbers as applicable. Service Provider shall be responsible for the screening, hiring, training and directing of all its personnel. Service Provider shall bear all payroll costs and benefits of its personnel. Service Provider's employees shall display company identification badges designating their company affiliation while at the Sites.

2.3 Periodic Inspection. City reserves the right to perform periodic inspections of Service Providers work to determine adequacy and standard of quality. Service Provider shall make available at City's request and convenience, a staff member to make quarterly building inspections. Service Provider shall establish and maintain a complete periodic record log indicating compliance with all work performed. Such records shall be made available to City upon request.

3. Service Provider's performance and term of contract. The Service Provider is authorized to commence work on August 21, 2017. The work to be performed by Service Provider as shown on Exhibit "A" and "B" shall be completed in accordance with its scheduled performance listed on Exhibit "A" and "B", i.e., daily, weekly, monthly.

3.1 Term of Contract. The term of this contract shall be from August 21, 2017 through December 31, 2020. The City may elect to extend the agreement for additional one (1) year periods on a year to year basis, for a maximum of 4 extension years, on the same terms and conditions, upon providing written notice to Contractor not less than thirty (30) days prior to expiration of the Agreement.

3.2 Quarterly Evaluation. Service Provider shall cooperate with City in its completion of a Quarterly Evaluation of Service Provider's services which City will undertake on a quarterly basis and furnish results thereof to Service Provider to assist in maintaining quality in the providing of the Janitorial Services.

3.3 Right of Entry. City shall grant or arrange permission for right of entry by Service Provider upon the Sites to provide the Janitorial Services under the Agreement.

4. Service Provider's fees and compensation: amount: how and when payable.

4.1 Fees - For all the work and services, including supplies and equipment, pertaining to the Janitorial Services and supplies required to be furnished by the Service Provider to the City, City agrees to pay to Service Provider and Service Provider agrees to accept and receive as payment in full the following fees and compensation which shall be known as the "Fee" to be paid as hereinafter set forth.

A. For all items of work and services and for furnishing of supplies, as set forth in the Service Provider's response to RFP and Exhibit "B" attached hereto, City agrees to pay to Service Provider, and Service Provider agrees to accept as payment in full, compensation at the aggregate monthly rate basis, as set forth in Exhibit "A" and "B." The amount of money to be paid by City to Service Provider includes paper supplies as listed in the RFP and response thereto for the Sites.

B. Any items of work and services listed as Extra Charges on Exhibit "A" or "B," shall only be performed upon written request by City and charged for upon completion. For these extra services, City agrees to pay to Service Provider, and Service Provider agrees to receive and accept as payment in full, compensation as shown on Exhibit "A" and "B."

C. The City reserves the right to deduct from the payments due or to become due to the Service Provider for deficient performance. The amount of such deductions will be based on the value and extent of the unsatisfactory work. A copy of the City inspection record for the facility, with associated deduction calculation, will be furnished to the Service Provider prior to a deduction being made. All work determined by the Facilities Operations Manager to be defective or deficient in any of the requirements shall be remedied by the Service Provider at Service Provider's expense and in a manner acceptable to the City. Problems not responded to within the established time

limits will result in a deduction of one (1) day's cost of cleaning for the entire building experiencing the problem (the formula to arrive at the deduction is: facility monthly cost divided by workdays in month = per day cost of cleaning that location).

D. The fees and costs for these services shall be adjusted annually, commencing January 1, 2018, and shall be based upon the consumer Price Index, Pacific Cities and U. S. Average for all urban consumers, Western Cities Category "C" or 2.5%, whichever is less.

E. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

4.2 Monthly Billings. Service Provider shall furnish City with itemized monthly billings for all services rendered under this Agreement and such payments shall be due and payable by City to Service Provider within thirty (30) days after presentation of approved invoices to City.

5. Service Provider's agreement to hold harmless and insurance requirements.

5.1 Independent Contractor. In the furnishing of the services provided for herein, the Service Provider is acting as an independent contractor and not as an employee of the City.

5.2 Indemnification.

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

5.3 Fidelity Bond. Service Provider shall provide at its sole cost a Fidelity Bond covering each of its employees working at the Sites in an amount not less than \$10,000.00.

5.4 Insurance Requirements. During the term of this Agreement, Service Provider shall maintain, keep in force and pay all premiums required to maintain and

keep in force applicable insurance policies as required by the City of Madera as set forth in Exhibit "A" and "B."

6. Secure Areas. All areas of service shall be secured by Service Provider while performing services to prevent access to facilities from anyone other than authorized Service Provider employees and City personnel and to secure such areas after completion of services. Service Provider shall also only permit Service Provider's employees or City employees with identification access to areas serviced when servicing after normal business hours.

7. 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.

8. 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.

9. Termination. This Agreement may be terminated by mutual agreement or it may be terminated by the City upon giving thirty (30) day's written notice of intent to terminate the contract.

9.1 Termination for Contract Default. If at any time, in the opinion of the City Council, upon recommendation of the City Administrator, 1) Service Provider fails to conform to the requirements of this contract; 2) Service Provider seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceedings are commenced against the Service Provider which may interfere with the performance of the contract; or 4) Service Provider has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing may be served upon him; and should he neglect or refuse to provide means for a satisfactory compliance with contract as directed by the Facilities Operations Manager within fourteen (14) days from the receipt of such notice the City Council in any such case shall have the right and power, at its option and without prejudice to any other right it may have, to terminate the contract. Any excess of the cost arising there from will be charged against the Service Provider and his sureties, who will be liable thereof. In the event of such termination, all monies due the Service Provider or retained under terms of the contract shall be forfeited to the City; but such forfeiture will not release Service Provider or this sureties from liability for failure to fulfill the contract.

Notice of termination shall be mailed to the City:

City of Madera - Purchasing
Rosa Hernandez, Procurement Svcs. Mgr.
1030 South Gateway Drive
Madera, CA 93637

To the Service Provider:

ServiceMaster by J&C Brown
Josh Brown, President/Owner
2569 S Sarah Street
Fresno, CA 93706

In the event of such termination, Service Provider shall be paid for work completed to date of termination and any such work shall become the property of the City and the amount of final fee due and payable by City to Service Provider will be subject to negotiation but in no event less than the fees calculated on the monthly basis, as set forth in Exhibit "B".

10. Assignment. Neither the City nor Service Provider will assign its interest in this Agreement without the written consent of the other.

11. Notices. All notices and communications from the City shall be to Service Provider's designated Project Manager. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as indicated in Paragraph 9 hereof.

This agreement and the attachments and exhibits 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

BY: _____
Andrew J. Medellin, Mayor

ServiceMaster by J&C Brown

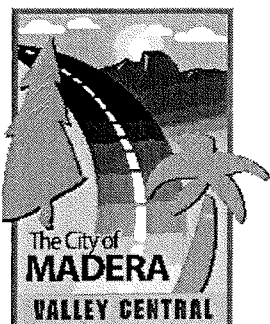
BY: _____
Josh Brown, President/Owner

ATTEST:

Sonia Alvarez, City Clerk

APPROVED AS TO FORM
CITY ATTORNEY:

By: _____
Joel Brent Richardson



REQUEST FOR PROPOSAL

PROFESSIONAL JANITORIAL SERVICES

RFP #201718-01

July 13, 2017

I. INSTRUCTIONS AND CONDITIONS

- A. No bid proposal will be considered for award unless submitted in the bid format described in this Request for Proposal (RFP). The bid must be fully complete and executed. Bidders shall send three (3) copies of the completed proposals which will include; two (2) bound and one (1) unbound copies with a copy of this RFP attached to the front of each proposal, with appropriate responses included.

Format: Proposal should be 8 ½ x 11 inches, printed two-sided on recyclable paper with removable bindings, bound in a single document. Binding can be as simple as a staple. Original and copies may be submitted in one envelope/package.

Each bid proposal must be submitted in a sealed envelope addressed to Rosa Hernandez, Procurement Services Manager, Purchasing, City of Madera, 1030 South Gateway Drive, Madera, California 93637, and delivered prior to the time and date specified in this document. Each sealed envelope containing a bid proposal must have, on the outside, the name of the bidder, bidder's address and a statement **"DO NOT OPEN UNTIL THE TIME OF BID OPENING"** and in addition, must be plainly marked on the outside as follows:

<u>BID:</u>	Professional Janitorial Services
<u>RFP:</u>	201718-01
<u>Filing Deadline:</u>	3:00 p. m., July 31, 2017

- B. Attention of bidders is especially directed to the specifications which, in addition to the bid proposal and these instructions, are basis for evaluation and will be part of any agreement with the successful bidder. Any deviation from the specifications in this notice shall be proper reason for rejection of all or any part of the bid proposal.

- C. The City reserves the right to reject or accept any or all bids or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation. The City reserves the right to seek supplementary information from any proposer at any time after submittal and before the award.
- D. An award will be made as soon as possible after the opening of bids. Bid proposals shall remain valid for at least sixty (60) days after the opening of bids. No bid proposal may be withdrawn after the bid opening.
- E. Each bidder shall carefully examine each and every term of this RFP; and each bidder shall judge all the circumstances and conditions affecting his/her bid. Failure on the part of any bidder to make such examination and to investigate thoroughly shall not be grounds for any declaration that the bidder did not understand the conditions of this RFP.
- F. Proposals will be evaluated by the City. If a bid proposal is found to be incomplete or not in compliance with the format required, it will not be submitted for evaluation. During the evaluation process, the City may find it beneficial to request additional information.
- G. The successful bidder shall enter into a formal agreement with City which will be very similar in content to Attachment D "Draft" agreement which is provided for information purposes only and to help clarify City intent relevant to this RFP.
- H. The term of this agreement shall be from August 21, 2017 to December 31, 2020. The City may elect to extend the agreement for additional one (1) year periods on a year to year basis, for a maximum of 4 extension years, on the same terms and conditions, upon providing written notice to Contractor not less than thirty (30) days prior to expiration of the Agreement.
- I. Prior to beginning any work or delivering any equipment or material to be furnished under this proposal the bidder shall secure the appropriate Federal, State of California, County or City License/Certification required to provide the services and a Certificate of Insurance in accordance with the Insurance Requirements for Service Providers document included in this RFP as Attachment C will also be required.

Bidder shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408.

The successful bidder, his agents, representatives, employees and subcontractors shall maintain current and appropriate vehicle operator licenses for any vehicle operated within the scope of this agreement.

- J. An award under this RFP will not be based solely on the lowest price. Proposals will be evaluated by a committee and each proposer will be scored on a point system. If an award is made, it will go to the bidder with the highest score.

Each proposer will be scored on the following point system, with a maximum of 100 points.

References	40 points
Price	40 points
Overall Qualifications & Experience	15 points
Overall Quality of Offer	5 points

- K. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the proposer, or his/her duly authorized representative, for the withdrawal of such proposal, is filed with Purchasing – Central Supply. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.
- L. Issuance of the RFP and receipt of proposals does not commit the City to make an award. The City reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP. The City also reserves the right to apportion the award among more than one company and to change or limit the scope of this project at any time.
- M. The City reserves the right to seek supplementary information from any proposer at any time after official proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original proposal.
- N. The City recognizes its policy of providing equal opportunity to all qualified persons and hereby notifies all proposers that it encourages all proposers

to take active race/gender-neutral steps to include Disadvantaged Business Enterprises in this and other City agreements. Disadvantaged Business Enterprises will be afforded full opportunity to submit in response to this invitation. Proposers will not be discriminated against on the grounds of race, color, religious creed, sex or national origin in consideration for award.

- O. It is the City's policy to encourage the purchase of supplies, services and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors, suppliers and contractors who maintain places of business located within the limits of the City and who have a current City of Madera business license. The local vendor preference shall not apply to those contracts where State or Federal law, or other laws or regulations preclude such a preference.

Contractors will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Contractors will, upon request, provide records showing the outreach efforts made to local businesses to demonstrate that they have made a reasonable effort to inform local businesses of the opportunity.

- P. **A Pre-Bid walkthrough is scheduled for Thursday, July 20, 2017 at 8:00 a.m.** Those interested in the walkthrough should call in advance and reserve a space. To reserve space call the Purchasing Office at (559) 661-5463. Participants will meet at the Public Works Office at 1030 South Gateway Drive, Madera, CA 93637.

- Q. The City reserves the right to modify this RFP at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing-Central Supply Division is the only method which should be relied on with respect to changes to the RFP. Proposer is responsible to contact City's Purchasing-Central Supply Division prior to submitting a proposal to determine if any amendments were made to the RFP. Documents, amendments, addenda, etc. will be posted to the City website at www.cityofmadera.ca.gov on the Purchasing Department tab, the Bid Announcement and Results link.

Questions and suggestions concerning the RFP must be submitted in writing no later than 3:00 p.m. Wednesday, July 26, 2017. Written questions or inquiries should be emailed, mailed or faxed to:

Becky McCurdy
City of Madera
Purchasing-Central Supply
205 W. 4th Street
Madera, CA 93637

rmccurdy@cityofmadera.com

FAX: (559) 661-0760

II. GENERAL INFORMATION

A. The City of Madera is requesting proposals for contract janitorial services for the following facilities:

1. CITY HALL, 205 WEST 4TH STREET
2. FINANCE/ATTORNEY, 205 WEST 4TH STREET
3. PUBLIC WORKS, 1030 SOUTH GATEWAY DRIVE
4. ENGINEERING OFFICE (TEMP BLDG AT BACK OF 205 WEST 4TH STREET)
5. INTERMODAL, 123 NORTH 'E' STREET
6. FRANK BERGON SENIOR CENTER, 238 SOUTH 'D' STREET
7. UTILITY BILLING, 1030 SOUTH GATEWAY DRIVE
8. PAN-AMERICAN COMMUNITY CENTER, 703 EAST SHERWOOD
9. YOUTH CENTER – 1ST FLOOR, 701 EAST 5TH STREET
10. YOUTH CENTER – 2ND FLOOR, 701 EAST 5TH STREET
11. POLICE DEPARTMENT, 330 SOUTH C STREET
12. MUNICIPAL AIRPORT 4020 AVIATION DRIVE
13. ADULT DAY CARE CENTER, 322 W. 6TH STREET
14. WASTEWATER TREATMENT PLANT, 13048 ROAD 21 ½

B. Details of janitorial services to be provided are stated in Section VI. B. Formal sealed bids must include a transmittal letter, references (Attachment "A") and completed bid form (Attachment "B").

III. MINIMUM QUALIFICATIONS

- A. Be a full service reputable firm capable of performing all aspects of bid specifications.
- B. All assigned personnel must be well qualified, experienced and bondable. At least one person assigned to each facility should be bilingual.
- C. Extensive experience performing janitorial services for facilities of similar type and size as those listed above.

IV. FORMAT AND CONTENT OF PROPOSAL

- A. In order for City staff to adequately and fairly evaluate proposals, each submittal must clearly and completely provide the following information.
 - 1. A transmittal letter signed by a duly authorized person that describes janitorial experience providing service to similar public agencies or private entities. Said letter should include the following as well as any other information which would be helpful in the evaluation process.
 - a) Brief overview of firm, including: Company/owner(s) name(s), geographical service area, years in business and key personnel (i.e., names, titles and experience.)
 - b) Total number of full and part-time employees.
 - c) Relief capability to cover employee time off for sick or vacation leave.
 - d) On Attachment "A" list a minimum of six accounts of similar size and type for which janitorial services are currently being provided. Include contact person's name, phone number and address with a brief statement of facilities being serviced by your firm.
 - e) Total proposed monthly compensation for all janitorial services for each City facility listed must be clearly stated on Attachment "B" of this request for proposal. Fees for specific extra charge items must also be stated on Attachment "B."

V. ADDITIONAL CONTRACT INFORMATION

- A. A Blanket Fidelity Bond with a minimum of \$10,000 coverage per employee will be required upon entering into the contract with City. Also, a City Business License and Workers Compensation coverage will be required at time service agreement is signed.
- B. The contract will have indemnification and insurance requirements as indicated on Attachment C.
- C. Janitorial services will be evaluated during the term of the contract by each affected City department then forwarded to the Public Works Department for appropriate action.
- D. City will reserve the right to terminate service at any time with a thirty (30) day advanced written notice.
- E. Janitorial service provider must maintain office hours Monday through Friday from 8:00 a.m. to 5:00 p.m. to receive and respond to inquiries or needs of City within two (2) hours from the time of call.
- F. Payment by City for services rendered will be made within 30 days from receipt of a billing which details the charges for each City facility.

VI. INSTRUCTIONS FOR COMPLETING BID FORM (ATTACHMENT "B")

- A. A separate monthly fee must be stated for each City Facility listed on Attachment "B." **It must cover all monthly costs of janitorial services for each location including, but not necessarily limited to, labor, cleaning materials, supplies, all paper goods, trash can liners, insurance, or other expense.**
- B. Required service level and frequency for each affected City facility is as follows:
 - 1. Perform Daily (Monday - Friday)
 - a) Vacuum all carpeted areas.
 - b) Dust mop or sweep all bare floors.
 - c) Spot clean carpets as needed.

- d) Empty all waste baskets and install fresh plastic liners (as needed due to soiling), dispose of all trash in on-site trash bins.
- e) Empty all recycling baskets (blue cans identified with recycling logo) in appropriate recycling bins.
- f) Clean smudges and unsightly appearance from door jambs, light switches, glass partitions, mirrors, restroom partitions, glass doors (inside/out) and counters, etc.
- g) Clean and sanitize all sinks, toilets and urinals. Wet mop all restrooms.
- h) Refill all dispensers in restrooms and break rooms (hand soap, liquid room deodorizer, toilet paper, toilet seat covers, sanitary disposal bags, sanitary napkins, paper towels, etc.).
- i) Clean and polish drinking fountains.
- j) Check urinal deodorant blocks and replace as needed.
- k) Empty and clean all exterior cigarette ash trays and trash cans.
- l) Clean janitorial closets and/or storage areas.

2. Perform Weekly:

- a) Dust filing cabinets, chair rungs, low moldings, sills, picture frames, partition tops and other accessible surfaces. Dust cleared desk and table tops, lockers, shelves and cabinets. Clean counters (use appropriate cleaners for each type of surface).
- b) Clean and sanitize telephones.
- c) Wet mop Central Supply Room at Public Works.
- d) Buff all waxed bare floors.

- e) Clean all white/chalk boards
 - f) Remove interior cobwebs.
3. Perform Monthly:
- a) Scrub, wax and buff all bare floors
 - b) Dust all interior walls and spot clean as needed.
4. Perform Quarterly:
- a) Clean interior and exterior of all windows.
5. Perform Semi-Annually:
- a) Dust all mini-blinds.
 - b) Dust and clean baseboards as needed.
6. Extra Charge Services:
- a) Shampoo carpet at a fixed fee per square foot when requested by City. The term "shampoo carpets" shall mean: to clean carpets by wet extraction methodology common to the industry
 - b) Strip, seal and wax floors at a fixed fee per square foot approximately every six months (approximately every three months for Police Department) when requested by City. This includes stripping and sealing vinyl or rubber baseboards.
 - c) Actual square footage of bare floor or carpeted area to be serviced shall be determined by and approved by the Public Works Department Staff member assigned to administer the janitorial services contract, before each job is authorized. City will only pay for square footage actually serviced. This amount may differ from total area of a room or building because furniture is in the way or only part of a floor area needs cleaning or waxing.

VII. PRE-BID MEETING AND WALK-THROUGH OF CITY FACILITIES

- A. A pre-bid meeting and walk-through of all affected City facilities will begin promptly at 8:00 am, Thursday, July 20, 2017. Participants must sign in at the Public Works Conference Room, 1030 South Gateway Drive, immediately prior to the meeting.
- B. Bidders must submit proposals including extra cost items, such as carpet cleaning, based upon observations made during walk-through. Limited time will be available at each site because they are scattered throughout the City. It is expected that the walk-through will take most of the day to complete. Individuals attending the walk-through should be prepared to take adequate notes of their observations to assist them in preparation of bid.

VIII. EVALUATION OF PROPOSALS

- A. Proposals will be evaluated by a committee comprised of City employees. Proposals which are incomplete or not in compliance with the specifications will be rejected.
- B. City may find it necessary and beneficial during the evaluation process to request additional reasonable information from any or all of those submitting proposals.
- C. City may choose to conduct interviews with a number of firms that submit proposals as part of the evaluation process and/or visit sites listed by Bidder on Attachment "A" of their bid submittal to observe quality of janitorial services being provided.
- D. Criteria for selection of a janitorial service provider shall include overall qualifications and experience, references, cost and quality of offer.

IX. COMMENCEMENT DATE AND CONTRACT TERMS

- A. **Successful bidder must begin providing full janitorial service to all affected City facilities on Monday, August 21, 2017.**
- B. Contract administration will be provided by the Public Works Department. Hours of daily service for each City facility must be approved by the Public Works contract administrator. Most janitorial work will have to be completed at night after normal office hours.
- C. Stripping and waxing of floors and cleaning carpets must be completed at

night after normal office hours or on weekends.

- D. Addition or deletion of facilities from the contract remains at the discretion of City and contract shall be amended accordingly. Cost for any City facilities added during term of the contract shall be negotiated at the time.

X. SPECIFICATIONS

- A. Specifications in this document are minimal and any variances should be described in detail.

- B. Floor Areas Square Footage:

1. CITY HALL

Area/ Room #	ROOM/AREA	CARPET	VINYL COMPOSITION TILE	VINYL ASBESTOS TILE	TERRAZO
1A	Foyer & Hallway				1200
1C	Rear Lobby		72		
2	Administration – Secretary	302			
3	City Administrator	292			
	Administrator Closet	19			
	Administrator Restroom	30			
4	Admin. Services Director	158			
5	Conference Room				471
6	Break Room		164		
8	Copy/ Mail Room	204			
	Hallway		314		
11	Clerk Staff	354			
12	City Clerk	119			
13	Clerk Storage	20			
14	Grants Director	185			
15	Grants Staff	277			
17	Building Inspectors	630			
18	Conference Room	110			

19/20	Human Resources	352			
21	Human Resources Director	178			
22	Building Plans Room		132		
23	Plans Examiner	161			
24A	Building Director	225			
24B	Building Staff	215			
25	Storage			95	
26	Planning Staff	900			
27	Planning Director	175			
28	Community Development Director	175			
29	File Room			86	
31	Women's Restroom				130
32	Men's Restroom				107
56	Council Chambers	372			837
	Council Chambers hallway	30			
TOTAL		5483	682	181	2745

2. FINANCE DEPT./ ATTORNEY

Area/ Room #	ROOM/AREA	CARPET	CERAMIC TILE
1P	Lobby & Hallway		370
2A	HDCEP Restroom		105
2B	Women's' Restroom		83
3P	Library/Conf.	84	
4AP	Attorney Restroom		35
4P	City Attorney	224	
5P	City Attorney Secretary	126	
6P	Deputy City Attorney	158	
7P	Conference Room	158	
8P	Accountant	140	
9P	Financial Services	160	
10P	Payroll / Accounting	322	
11P	Women's' Restroom		111
12P	Men's' Restroom		124
16P	Accounts Payable	234	
18P	Accountant	151	

19P	Accountant	142	
21/22 P	Revenue Services	107	
23P	Revenue Services	249	
24P	File Room	146	
25P	Cashiers/Accounting	546	
30P	Revenue Services	158	
33P	Information Systems	94	
35P	Finance Director	245	
TOTAL		3444	828

3. PUBLIC WORKS – Main Building

Area/ Room #	ROOM/AREA	CARPET	VINYL COMPOSITION TILE	CERAMIC TILE	CONCRETE
1	Facilities staff		115		
2	Water Supervisor		95		
3	Break room (Water)				275
4	Sewer Supervisor		132		
5	Street Lead Workers		310		
6	Restroom (Men's)				281
7	Purchasing/Central Supply Staff		105		1748
8	Solid Waste		133		
9	Public Works Admin.		275		
10	Copy Room		91		
11	Conference Room		379		
12	Hallway		392		
13	Restroom (Men's)			80	
14	Restroom (Women's)			153	
15	PW Lobby		157		
16	Office (Admin		114		
17	Office (Admin Sec.)		94		
18	Office (Solid Waste)		120		
19	Office (PW Director)	210			
20	Restroom		70		
21	Office (Water / Water Quality)		423		
22	Office (Water/Sewer Ops Mgr.)		144		

	Bldg. #2				
1	Engineering Tech		112		
2	Fleet Mgr.		115		
3	SW Staff		115		
4	I.T. Staff		230		
5	Facilities Ops Mgr		112		
6	Streets Ops Mgr		115		
7	Streets Supervisor		115		
8	Purchasing		230		
TOTAL		210	4293	233	556

4. ENGINEERING OFFICE (Temp. Bldg)

Area/ Room #	ROOM/AREA	CARPET	VINYL COMPOSITION TILE
1	All Rooms	898	1003
TOTAL		898	1003

5. INTERMODAL

Area/ Room #	ROOM/AREA	CERAMIC TILE	VINYL COMPOSITION TILE	EXPOSED AGGREGATE OR CONCRETE
1	First Transit Lobby		414	
2	First Transit Office		132	
3	First Transit	36		
4	Taxi Office		154	
5	Greyhound inside Bus Waiting		472	
6	Greyhound Services Area		136	
7	Greyhound Ticket Area		84	
8	Greyhound Office		120	
9	Greyhound Baggage		127	
10	Greyhound Storage		80	

11	Greyhound Men's Restroom	114		
12	Greyhound Women's Restroom	125		
13	Janitors Closet in Breezeway			24
TOTAL		275	1719	24

6. FRANK BERGON SENIOR CENTER

Area/ Room #	ROOM/AREA	CARPET	VINYL TILE
1	Multi-purpose Room		1536
2	Game room	680	
3	Kitchen		136
4	Storeroom		32
5	Janitor closet		20
6	Storage		135
7	Hallway		408
8	Men's Room		156
9	Women's Room		156
10	Office	130	
11	Computer Lab	140	
TOTAL		950	2579

7. UTILITY BILLING

Area/ Room #	ROOM/AREA	CARPET	VINYL COMPOSITION TILE	VINYL ASBESTOS TILE
1	Breakroom		312	
2	Hallway		182	
3	Office	88		
4	Staff Office	231		
TOTAL		319	494	

8. PAN-AM COMMUNITY CENTER

Area/ Room #	ROOM/AREA	CARPET	VINYL COMPOSITION TILE	SEALED CONCRETE	CERAMIC TILE
1	Lobby		672		
2	Stage		432		
3	Ramp		144		
4	Storage			130	
5	Storage			45	
6	Police Office		60		
7	Storage			12	
8	Janitor				12
9	Janitor			144	
10	Electrical			96	
11	Foyer		192		
12	Janitor		18		
13	Men's Room				286
14	Women's Room				286
15	Youth Room	414			
16	Multi-purpose		1232		
17	Hallway		150		
18	Office	120			
19	Office	132			
20	Library	238			
21	Men's Room		104		
22	Women's Room		91		
23	Work room		134		
24	Arts/Crafts		280		
25	Senior Serving		110		
26	Sealed Concrete			63	
TOTAL		904	3619	490	584

9. YOUTH CENTER – 1st Floor

Are a/ Roo m #	ROOM/AREA	CARPET	VINYL	TARAFLEX	SEALED CONCRETE	CERAMIC TILE
1	Administration	308				
2	Break		276			
3	Center Director	255				
4	Conference Room	322				

5	Copy Room		140			
6	Crafts Center				1387	
7	Dance			432		
8	Data				168	
9	Electrical				71	
10	Entry Foyer				1540	
11	Gym Storage				456	
12	Hall	336				
13	Hall 129		520			
14	Janitor 114		30			
15	Janitor 126				55	
16	Library	1260				
17	Men's R.R.					345
18	Men's R.R. Staff					64
19	Office	204				
20	Recreation Room		2254			
21	Service		228			
22	Storage				95	
23	Studio	200				
24	Supervisor	170				
25	Supervisor	170				
26	Teen Lounge		726			
27	Women's R.R.					345
28	Women's R.R. Staff					64
Total		3225	4174	432	3772	818

10. YOUTH CENTER - 2ND FLOOR

Area/ Room #	ROOM/AREA	CARPET	NON-SLIP RUBBER	SEALED CONCRETE	CERAMIC TILE
1	Administration	456			
2	Conference	294			
3	Director	338			
4	Director R.R.	64			
5	Elevator				72
6	Hall	396			
7	Janitor			28	
8	Lobby			416	
9	Manager	108			
10	Manager	108			
11	Manager	108			
12	Manager	108			

13	Manager 209	149			
14	Manager 210	149			
15	Men's R.R.				60
16	Reception	44			
17	Stairs		276		
18	Storage			64	
19	Women's R.R.				60
20	Work Room	456			
Total		2778	276	508	192

11. POLICE DEPARTMENT

Area/ Room #	ROOM/AREA	CARPET	VINYL ASBESTOS TILE	CERAMIC MOSAIC TILE
1	Lobby			100
2	Corridor (east)		375	
3	Public Restroom (Men's)		72	
4	Public Restroom (Women's)		56	
5	Records Office	896		
6	Records Supervisor's Office	120		
7	Records Supply		52	
8	Corridor (north)		52	
9	Admin. Sergeant	117		
10	Secretary to Chief	204		
11	Chief	299		
12	Commander	140		
13	Commander	140		
14	Aux. Service Supervisor	150		
15	Training Sergeant	117		
16	Men's Locker Room		629	
17	Women's Locker Room		375	
18	Janitor's Closet #1		20	
19	Property/Evidence	349	1619	
20	Dispatch Supervisor Office	108		
21	Fingerprinting Room		144	
22	Corridor (west)		234	
23	Break Room		357	

24	Kitchen		180	
25	Dispatch	585	8	
26	Corridor (entry/exit, west)		642	
27	Report Writing	297		
28	Briefing		756	
29	Sergeant's Office	950		
30	Interview Room		80	
31	Corridor (south)		289	
32	Information Tech. Office		100	
33	Roof Access Room		35	
34	Interview Room (Detect.)		70	
35	Interview Room (Detect.)		60	
36	Live-Scan		88	
37	Detectives' Office	635		
38	Detective Sergeant	240		
39	Interview Room (Lobby)	72		
40	Interview Room (Lobby)	72		
41	Restroom (Interview Rm)		63	
42	Corridor (Detectives)		204	
43	Corridor (entry/exit, south)		642	
44	Supply Closet (Admin.)		244	
45	Chief's Restroom			117
46	Men's Restroom (Locker)		312	
47	Women's Restroom (Locker)		160	
48	Janitor's Closet #2		20	
49	Corridor (Bulletin Board)		65	
50	Conference Room	390		
51	Media Room	160		
52	Detective Office (Inside)	310		
53	Gym	272		
Total		6623	8003	217

12. MUNICIPAL AIRPORT ONLY CLEANED ONCE PER WEEK

Area/ Room #	ROOM/AREA	CARPET	CERAMIC TILE
1	Lounge & Halls		821
2	Men's Bathroom		144
3	Women's Bathroom		121
Total			1086

13. ADULT DAY CARE CENTER ONLY CLEANED TWICE PER WEEK

Area/ Room #	ROOM/AREA	CARPET	VINYL	HARDWOOD
1	Kitchen, Activity Room, Dining Room, Hallway, Hobby Rooms, Ladies and Men's restrooms.	620	259	1530
Total		620	259	1530

14. WASTEWATER TREATMENT PLANT ONLY CLEANED TWICE PER WEEK

Area/ Room #	ROOM/AREA	CARPET	VINYL COMPOSITION TILE
1	Scada Room		320
2	Break Room		176
3	Locker Room		224
4	Restroom		110
5	Storage		45
6	Emergency Shower		63
7	Laboratory		336
8	Storage		49
9	Hallway		55
10	Restroom		33
11	Restroom		33
12	Office		126
13	Lobby		380
14	Hallway		260
15	Office	192	
16	Office	192	

17	Storage		144
Total		384	2354

CITY OF MADERA
BID FOR
PROFESSIONAL JANITORIAL SERVICES

CURRENT AGENCY OR BUSINESS REFERENCES

This form must be attached to the transmittal letter as part of the sealed bid proposal.
References from six governmental agencies or other similar accounts for which bidder currently provides janitorial services are required.

1. AGENCY/COMPANY NAME: _____ PHONE NO.: _____
ADDRESS: _____
CONTACT PERSON: _____
DATE SERVICES STARTED: _____
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: _____

2. AGENCY/COMPANY NAME: _____ PHONE NO.: _____
ADDRESS: _____
CONTACT PERSON: _____
DATE SERVICES STARTED: _____
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: _____

3. AGENCY/COMPANY NAME: _____ PHONE NO.: _____
ADDRESS: _____
CONTACT PERSON: _____
DATE SERVICES STARTED: _____
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: _____

4. AGENCY/COMPANY NAME: _____ PHONE NO.: _____
ADDRESS: _____
CONTACT PERSON: _____
DATE SERVICES STARTED: _____
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: _____

5. AGENCY/COMPANY NAME: _____ PHONE NO.: _____
ADDRESS: _____
CONTACT PERSON: _____
DATE SERVICES STARTED: _____
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: _____

6. AGENCY/COMPANY NAME: _____ PHONE NO.: _____
ADDRESS: _____
CONTACT PERSON: _____
DATE SERVICES STARTED: _____
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: _____

CITY OF MADERABID FORM AND PROPOSAL AUTHORIZATIONPROFESSIONAL JANITORIAL SERVICES

For each City facility, bidder must provide total monthly cost for all labor, material and supplies (tax included) as specified in RFP.

<u>FACILITY</u>	<u>TOTAL MONTHLY BID</u>
1. City Hall	_____
2. Finance/Attorney	_____
3. Public Works	_____
4. Engineering Office	_____
5. Intermodal	_____
6. Frank Bergon Senior Center	_____
7. Utility Billing	_____
8. Pan-American Senior Center	_____
9. Youth Center – 1 st Floor	_____
10. Youth Center – 2 nd Floor	_____
11. Police Department	_____
12. Municipal Airport - <u>ONLY CLEANED ONCE PER WEEK</u>	_____
13. Adult Day Care Center - <u>ONLY CLEANED TWICE PER WEEK</u>	_____
14. Wastewater Treatment Plant - <u>ONLY CLEANED TWICE PER WEEK</u>	_____
TOTAL FOR ALL FACILITIES	_____

EXTRA CHARGE ITEMS (UPON CITY REQUEST)

- | | | |
|--|-------|---------------------|
| 1. Terrazzo Floors (strip, seal, wax): | _____ | PER SQ. FT. |
| 2. Tile or Vinyl Floor (strip, seal, wax): | _____ | PER SQ. FT. |
| 3. Clean Carpets by Wet Extraction Methodology | _____ | PER SQ. FT. |
| 4. Emergency Cleaning- (optional*) | _____ | PER PERSON/PER HOUR |

* If requested, the appropriate crew should respond within two (2) hours of contact (Monday through Friday from 8:00 a.m. to 5:00 p.m.) and perform duties requested within the normal scope of work.

TOTAL NUMBER OF EMPLOYEES IN FIRM:

PART TIME _____
FULL TIME _____
OFFICE STAFF _____

TOTAL NUMBER OF
EMPLOYEES TO BE
ASSIGNED TO CITY
FACILITIES:

SUPERVISORS _____
PART TIME _____
FULL TIME _____

BIDDERS OFFICE HOURS MONDAY - FRIDAY:

_____ A.M. to _____ P.M.

DATE _____

COMPANY NAME _____

STREET ADDRESS _____

CITY / STATE / ZIP _____

PHONE NUMBER _____

PERSON PREPARING BID _____
(Print or Type Name)

POSITION _____

SIGNATURE _____

EMAIL ADDRESS _____

MADERA BUS. LIC. NO. _____

Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Service Provider shall maintain limits no less than:

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

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

DRAFT
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this _____ day of August, 2017, by and between the CITY OF MADERA, hereinafter referred to as "City" and _____, Hereafter referred to as "Service Provider";

A. The City is in need of building, cleaning, and maintenance activities usually provided by a janitorial service provider at various City building sites as follows:

City Hall, 205 West Fourth Street
Finance/Attorney, 205 West 4th Street
Public Works, 1030 South Gateway Drive
Engineering Office, Trailer Behind 205 West Fourth Street
Intermodal, 123 North "E" Street
Frank Bergon Senior Center, 238 South "D" Street
Utility Billing, 1030 South Gateway Drive
Pan-American Community Center, 703 East Sherwood
Youth Center – 1st Floor, 701 East 5th Street
Youth Center – 2nd Floor, 701 East 5th Street
Police Department, 330 South "C" Street
Municipal Airport, 4020 Aviation Drive
Adult Day Care Center, 322 W. 6th Street
Wastewater Treatment Plant, 13048 Road 21 ½

(hereinafter the "Sites"). The Service Provider has responded to a Request for Proposals ("RFP") to perform these needed services at the Sites indicated above and has responded to the RFP attached hereto as Exhibit "A" and incorporated herein as though set forth in full and as indicated in the response to RFP attached hereto as Exhibit "B" and incorporated herein as though fully set forth. The City desires to have the Service Provider perform the work in accordance with the RFP and the response thereto prepared by the Service Provider. The work to be performed in accordance with Exhibit "A" and Exhibit "B" is hereinafter referred to as the "Janitorial Services."

B. City requires Janitorial Services of a qualified professional Service Provider for the Sites.

C. Service Provider is a firm having the necessary experience and qualifications to provide Janitorial Services at the Sites.

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 the Service Provider as follows:

1. Services. The City hereby employs Service Provider to perform the Janitorial Services herein set forth at the compensation and upon the terms and conditions herein expressed, and Service Provider hereby agrees to perform such services for said compensation, and upon said terms and conditions City hereby authorizes Service Provider to commence work on August 21, 2017.

2. Obligations, duties and responsibilities of Service Provider. It shall be the duty, obligation and responsibility of the Service Provider, in a skilled and professional manner, to perform, furnish and supply to the City the services and supplies as provided in the RFP and responses thereto set forth in Exhibit "A" and Exhibit "B." The Janitorial Services shall be performed in a professional and workmanlike manner. There shall also be onsite supervision of Service Provider's employees by Service Provider and all employees of Service Provider shall display on their person, photo identification cards provided by Service Provider. Service Provider shall consider City and Intermodal employees' work schedules in coordinating its cleaning of the Sites so as not to unreasonably interfere with such employees.

2.1 Supervisory Personnel. Service Provider shall provide all supervisory personnel, all labor, equipment and supplies of every nature to execute the Janitorial Services, including but not limited to paper goods, sanitary napkins and tampons for womens' toilet room dispensers and soap for toilet room dispensers all in accordance with Exhibits "A" and "B" attached. Schedule of work shall be five (days/nights) Monday through Friday each week.

2.2 Identification Badges, Hiring of Employees. City may periodically request, and Service Provider shall provide a list of all its employees and their respective identification numbers as applicable. Service Provider shall be responsible for the screening, hiring, training and directing of all its personnel. Service Provider shall bear all payroll costs and benefits of its personnel. Service Provider's employees shall display company identification badges designating their company affiliation while at the Sites.

2.3 Periodic Inspection. City reserves the right to perform periodic inspections of Service Providers work to determine adequacy and standard of quality. Service Provider shall make available at City's request and convenience, a staff member to make quarterly building inspections. Service Provider shall establish and maintain a complete periodic record log indicating compliance with all work performed. Such records shall be made available to City upon request.

3. Service Provider's performance and term of contract. The Service Provider is

authorized to commence work on August 21, 2017. The work to be performed by Service Provider as shown on Exhibit "A" and "B" shall be completed in accordance with its scheduled performance listed on Exhibit "A" and "B", i.e., daily, weekly, monthly.

3.1 Term of Contract. The term of this contract shall be from August 21, 2017 through December 31, 2020. The City may elect to extend the agreement for additional one (1) year periods on a year to year basis, for a maximum of 4 extension years, on the same terms and conditions, upon providing written notice to Contractor not less than thirty (30) days prior to expiration of the Agreement.

3.2 Quarterly Evaluation. Service Provider shall cooperate with City in its completion of a Quarterly Evaluation of Service Provider's services which City will undertake on a quarterly basis and furnish results thereof to Service Provider to assist in maintaining quality in the providing of the Janitorial Services.

3.3 Right of Entry. City shall grant or arrange permission for right of entry by Service Provider upon the Sites to provide the Janitorial Services under the Agreement.

4. Service Provider's fees and compensation: amount: how and when payable.

4.1 Fees - For all the work and services, including supplies and equipment, pertaining to the Janitorial Services and supplies required to be furnished by the Service Provider to the City, City agrees to pay to Service Provider and Service Provider agrees to accept and receive as payment in full the following fees and compensation which shall be known as the "Fee" to be paid as hereinafter set forth.

A. For all items of work and services and for furnishing of supplies, as set forth in the Service Provider's response to RFP and Exhibit "B" attached hereto, City agrees to pay to Service Provider, and Service Provider agrees to accept as payment in full, compensation at the aggregate monthly rate basis, as set forth in Exhibit "A" and "B." The amount of money to be paid by City to Service Provider includes paper supplies as listed in the RFP and response thereto for the Sites.

B. Any items of work and services listed as Extra Charges on Exhibit "A" or "B," shall only be performed upon written request by City and charged for upon completion. For these extra services, City agrees to pay to Service Provider, and Service Provider agrees to receive and accept as payment in full, compensation as shown on Exhibit "A" and "B."

C. The City reserves the right to deduct from the payments due or to become due to the Service Provider for deficient performance. The amount of such deductions will be based on the value and extent of the unsatisfactory work. A copy of the City inspection record for the facility, with associated deduction calculation, will be furnished to the Service Provider prior to a deduction being made. All work determined by the

Facilities Operations Manager to be defective or deficient in any of the requirements shall be remedied by the Service Provider at Service Provider's expense and in a manner acceptable to the City. Problems not responded to within the established time limits will result in a deduction of one (1) day's cost of cleaning for the entire building experiencing the problem (the formula to arrive at the deduction is: facility monthly cost divided by workdays in month = per day cost of cleaning that location).

D. The fees and costs for these services shall be adjusted annually, commencing January 1, 2018, and shall be based upon the consumer Price Index, Pacific Cities and U. S. Average for all urban consumers, Western Cities Category "C" or 2.5%, whichever is less.

E. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

4.2 Monthly Billings. Service Provider shall furnish City with itemized monthly billings for all services rendered under this Agreement and such payments shall be due and payable by City to Service Provider within thirty (30) days after presentation of approved invoices to City.

5. Service Provider's agreement to hold harmless and insurance requirements.

5.1 Independent Contractor. In the furnishing of the services provided for herein, the Service Provider is acting as an independent contractor and not as an employee of the City.

5.2 Indemnification.

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

5.3 Fidelity Bond. Service Provider shall provide at its sole cost a Fidelity Bond covering each of its employees working at the Sites in an amount not less than \$10,000.00.

5.4 Insurance Requirements. During the term of this Agreement, Service Provider shall maintain, keep in force and pay all premiums required to maintain and keep in force applicable insurance policies as required by the City of Madera as set forth in Exhibit "A" and "B."

6. Secure Areas. All areas of service shall be secured by Service Provider while performing services to prevent access to facilities from anyone other than authorized Service Provider employees and City personnel and to secure such areas after completion of services. Service Provider shall also only permit Service Provider's employees or City employees with identification access to areas serviced when servicing after normal business hours.

7. 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.

8. 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.

9. Termination. This Agreement may be terminated by mutual agreement or it may be terminated by the City upon giving thirty (30) day's written notice of intent to terminate the contract.

9.1 Termination for Contract Default. If at any time, in the opinion of the City Council, upon recommendation of the City Administrator, 1) Service Provider fails to conform to the requirements of this contract; 2) Service Provider seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceedings are commenced against the Service Provider which may interfere with the performance of the contract; or 4) Service Provider has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing may be served upon him; and should he neglect or refuse to provide means for a satisfactory compliance with contract as directed by the Facilities Operations Manager within fourteen (14) days from the receipt of such notice the City Council in any such case shall have the right and power, at its option and without prejudice to any other right it may have, to terminate the contract. Any excess of the cost arising there from will be charged against the Service Provider and his sureties, who will be liable thereof. In the event of such termination, all monies due the Service Provider or retained under terms of the contract shall be forfeited to the City; but such

forfeiture will not release Service Provider or this sureties from liability for failure to fulfill the contract.

Notice of termination shall be mailed to the City:

City of Madera - Purchasing
Rosa Hernandez, Procurement Svcs. Mgr.
1030 South Gateway Drive
Madera, CA 93637

To the Service Provider:

In the event of such termination, Service Provider shall be paid for work completed to date of termination and any such work shall become the property of the City and the amount of final fee due and payable by City to Service Provider will be subject to negotiation but in no event less than the fees calculated on the monthly basis, as set forth in Exhibit "B".

10. Assignment. Neither the City nor Service Provider will assign its interest in this Agreement without the written consent of the other.

11. Notices. All notices and communications from the City shall be to Service Provider's designated Project Manager. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as indicated in Paragraph 9 hereof.

This agreement and the attachments and exhibits 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

BY: _____

Andrew J. Medellin, Mayor

[Company Name]

BY: _____
[Printed Name, Title]

ATTEST:

Sonia Alvarez, City Clerk

APPROVED AS TO FORM
CITY ATTORNEY:

By: _____
Joel Brent Richardson



Janitorial Services

Exhibit B

ServiceMaster by J&C Brown
2569 S Sarah Street
Fresno, CA 93706
559/275-7858
joshb@smcbybrown.com
www.smcbybrown.com

*An independent business
licensed to serve you by
ServiceMaster Clean*

City of Madera
Purchasing-Central Supply
1030 S. Gateway Drive
Madera, CA 93637

July 24, 2017

Re: Transmittal Letter to the City of Madera RFP #201718-01

To whom it may concern,

My name is Josh Brown and I am the President of ServiceMaster by J&C Brown. We appreciate this opportunity to submit a Proposal for this RFP and look forward to the opportunity to service your city facilities. We started our business in November of 2006 and have grown every year since. My wife, Jodie and I own this business along with my parents, Cliff & Beverly Brown. Several years ago, we hired Alfonso Zamora as a cleaner and since then, through hard work and a dedication to the company that is second to none he has been promoted to Operation Manager. He directs our supervisors and is relentless with his customer service and quality control inspections.

We have had the opportunity to clean many different types of facilities like hospitals, education facilities, large malls, and sports arenas. Our largest account is over 200,000 square feet. Additionally, we have been a part of many Federal and State contracts over the years such as multi-year Cal Fire contracts, US Department of Agriculture, California Highway Patrol, etc.

We currently employ forty-three cleaners who are managed by two supervisors. The supervisors report to our Operations Manager who reports to our General Manager. We clean as far south as Traver, CA up to Madera, from West Fresno all the way up to the Bass Lake area. Our cleaning areas are broken down into regions and each region has at least two cleaners to be used as "floaters" should someone call in sick or cannot work their scheduled shift.


Furthermore, being a part of a franchise network has been a huge advantage. I have established relationships with other ServiceMaster Clean owners in California and across the nation. Being able to reach out to them when I am faced with a challenge has been extremely valuable to our business. For example, we were hired to do some specialty cleaning at Fresno's minor league baseball stadium. The customer was hosting a peanut-free night and needed to remove all traces of peanuts from their stadium. Through our network, I was able to call a ServiceMaster Clean owner in Memphis that had a similar job in the past. He shared useful information which led to a successful cleaning of the baseball stadium. Additionally, ServiceMaster Clean offers a family of brands that are valuable to many of our customers including disaster restoration services, pest control, and much more.

Our company stands apart from the rest: we conduct routine site inspections which are dedicated to finding issues before they become your issues. We employ a communication process that demands issues are responded to immediately and are not only corrected, but safeguards are implemented so it

A **ServiceMASTER**
BRAND

does not become routine. Given this opportunity, we guarantee a superior cleaning service utilizing highly trained employees and proprietary cleaning products. Finally, you will enjoy an honest approach to customer service with open communication.

Sincerely,

A handwritten signature in black ink, appearing to read "Josh Brown", with a long horizontal flourish extending to the right.

Josh Brown
President/Owner
ServiceMaster by J&C Brown
2569 S Sarah Street
Fresno CA 93706
joshb@smcbybrown.com
c: 916-759-1650
f: 559-275-7877

ATTACHMENT A

CITY OF MADERA
BID FOR
PROFESSIONAL JANITORIAL SERVICES

CURRENT AGENCY OR BUSINESS REFERENCES

This form must be attached to the transmittal letter as part of the sealed bid proposal.
References from six governmental agencies or other similar accounts for which bidder currently provides janitorial services are required.

1. AGENCY/COMPANY NAME: USDA FSA PHONE NO.: 559-276-7497
ADDRESS: 4625 W. Jennifer Ave., Fresno, CA 93722
CONTACT PERSON: Russ Friend
DATE SERVICES STARTED: January, 2007
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: United States Department of Agriculture facility that we have cleaned for years. 3 different agencies within this large facility in which we must individually lock and secure. Building contains classified information so all of our employees that access the facility must go through our background process as well as a Federal background check prior to entry. We manage all of the floor work, windows, recycling, and paper supplies just like we would in this RFP.

2. AGENCY/COMPANY NAME: Cal Fire PHONE NO.: 559-243-4171
ADDRESS: 401 Clovis Ave., Clovis, CA
CONTACT PERSON: Lori Garcia
DATE SERVICES STARTED: February of 2013
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: California Department of Forestry and Fire Protection's Southern Region Cost Recovery Unit Office. This is a Cal Fire Facility in which we have been awarded the contract on for 4 years. We manage all of their floors and windows.

3. AGENCY/COMPANY NAME: Republic Services PHONE NO.: 559-268-8877
ADDRESS: 5501 N. Golden State Blvd., Fresno, CA 93722
CONTACT PERSON: Renee Flores
DATE SERVICES STARTED: September of 2014
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: We clean all of their facilities in the Fresno area. This is a waste disposal company in which ServiceMaster was awarded a national contract. A Few years ago the contract was pulled from ServiceMaster as a national account and awarded to a competitor. After only a few months, the local manager asked for their Fresno facilities to be removed from the national contract so that she could hire us back to manage the cleaning in her facilities. We have cleaned them ever since.

4. AGENCY/COMPANY NAME: Ponderosa Telephone PHONE NO.: 559-868-6000
ADDRESS: 47672 Rd. 200, Oneals, CA 93645
CONTACT PERSON: Jim Dunn
DATE SERVICES STARTED: 10/1/16
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: We clean several facilities spread throughout the Oneal's/Bass Lake area for this customer. Even though we have not serviced this facility for very long, this reference will give you an idea of the difference the customer experienced once we began to manage the cleaning of their facility. This is a telephone utility company in the foothills with a very large base facility and many smaller outlying buildings, all of which we manage the cleaning including floor work and window cleaning.

5. AGENCY/COMPANY NAME: Granite Construction PHONE NO.: 559-441-5700
ADDRESS: 2716 Granite Court, Fresno, CA 93722
CONTACT PERSON: Stacy Optiz
DATE SERVICES STARTED: September 2012
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: This is a very large construction company where we clean several facilities. Some of the buildings are nice professional buildings with standard offices, conference rooms, break rooms, etc. The other buildings are used by their field workers and shop personnel. We just cleaned their largest buildings carpets and our crew could have done a better job so we sent the truck back and had the carpets cleaned again to please the customer.

6. AGENCY/COMPANY NAME: CHP - LeGrand PHONE NO.: 559-665-2904
ADDRESS: 8820 CA 99, LeGrand, CA 95333
CONTACT PERSON: Officer Will Howard
DATE SERVICES STARTED: March 1, 2017
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: This is a California Highway Patrol weigh station that we cleaned in LeGrand. This was a new customer for us and we cleaned their facility for 3 months on an interim basis. Somehow we were not included in the RFP when it was built, which turned out to be a mistake. This customer is still on our reference sheet because they were so happy with the job that we did and wishes that we would have been able to win the contract.

ATTACHMENT B

CITY OF MADERABID FORM AND PROPOSAL AUTHORIZATIONPROFESSIONAL JANITORIAL SERVICES

For each City facility, bidder must provide total monthly cost for all labor, material and supplies (tax included) as specified in RFP. These costs reflect pricing for the year 2017. Due to CA minimum wage increases, these costs will increase by 5% on January 1, 2018, and by 8% each following year on the first day of that year.

<u>FACILITY</u>	<u>TOTAL MONTHLY BID</u>
1. City Hall	\$1,618.20
2. Finance/Attorney	\$760.42
3. Public Works	\$941.98
4. Engineering Office	\$338.38
5. Intermodal	\$359.20
6. Frank Bergon Senior Center	\$628.16
7. Utility Billing	\$144.71
8. Pan-American Senior Center	\$996.27
9. Youth Center – 1 st Floor	\$2,642.05
10. Youth Center – 2 nd Floor	\$668.21
11. Police Department	\$2,642.05
12. Municipal Airport - <u>ONLY CLEANED ONCE PER WEEK</u>	\$193.31
13. Adult Day Care Center - <u>ONLY CLEANED TWICE PER WEEK</u>	\$780.56
14. Wastewater Treatment Plant - <u>ONLY CLEANED TWICE PER WEEK</u>	\$487.36
TOTAL FOR ALL FACILITIES	\$13,200.86

EXTRA CHARGE ITEMS (UPON CITY REQUEST)

1. Terrazzo Floors (strip, seal, wax):	\$.35	PER SQ. FT.
2. Tile or Vinyl Floor (strip, seal, wax):	\$.35	PER SQ. FT.
3. Clean Carpets by Wet Extraction Methodology	\$.16	PER SQ. FT.
4. Emergency Cleaning- (optional*)	\$35	PER PERSON/PER HOUR

* If requested, the appropriate crew should respond within two (2) hours of contact (Monday through Friday from 8:00 a.m. to 5:00 p.m.) and perform duties requested within the normal scope of work.

TOTAL NUMBER OF EMPLOYEES IN FIRM:

PART TIME	<u>43</u>
FULL TIME	<u>6</u>
OFFICE STAFF	<u>4</u>

TOTAL NUMBER OF
EMPLOYEES TO BE
ASSIGNED TO CITY
FACILITIES:

SUPERVISORS	<u>1</u>
PART TIME	<u>7</u>
FULL TIME	<u>5</u>

BIDDERS OFFICE HOURS MONDAY - FRIDAY: 8 A.M. to 5 P.M.

DATE July 20, 2017

COMPANY NAME ServiceMaster by J&C Brown

STREET ADDRESS 2569 South Sarah Street

CITY / STATE / ZIP Fresno, CA 93706

PHONE NUMBER 559-275-7858

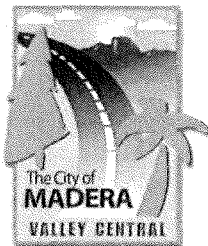
PERSON PREPARING BID Josh Brown
(Print or Type Name)

POSITION President

SIGNATURE 


EMAIL ADDRESS joshb@smcbybrown.com

MADERA BUS. LIC. NO. TBD



REPORT TO CITY COUNCIL

COUNCIL MEETING OF August 16, 2017
AGENDA ITEM NUMBER B- 9


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 FOR PARTIAL ADMINISTRATION OF THE DISTRICT'S FOSTER YOUTH AND HOMELESS/FAMILIES IN TRANSITION PROGRAMS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

AND

CONSIDERATION OF A RESOLUTION AMENDING THE FY 2017-18 GENERAL FUND/ORG 10206200 - PARKS AND COMMUNITY SERVICES RECREATION BUDGET TO RECOGNIZE \$80,000 IN ADDITIONAL REVENUE AND ASSOCIATED EXPENDITURES

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 Foster Youth and Families in Transition (FIT) Programs. Staff recommends Council adopt the resolution amending the FY 2017-18 General Fund Parks and Community Services Recreation Budget to reflect new Revenue and Expenditures. Staff further recommends that Council authorize the Mayor to execute the Agreement on behalf of the City.

SUMMARY:

The City has entered into Consultant Services Agreements with (MUSD) to provide After School Programs (ASP) throughout the District during the previous three academic years. Through a similar Agreement, the City's Parks and Community Services (PCS) Department provided recreation, science, leadership and enrichment activities to FIT and Foster Youth during a pilot program operated from April of 2017 to the end of the Fiscal Year. With both parties (the City and MUSD) having a very favorable evaluation of the pilot program, staff recommends Council adopt the resolution approving an Agreement for similar programming during the 2017-18 school year.

DISCUSSION:

In late 2011, the City and MUSD began working in partnership to craft grant proposals for MUSD to receive both State and Federal funding for after school programming. The PCS Department has maintained and grown its relationship with the District in hopes that the two agencies would work together to provide meaningful programs to youth during the critical out-of-school hours. The PCS team has worked successfully with MUSD staff to provide after school programming for almost four years. Because of the solid track record, MUSD reached out to PCS to serve their more vulnerable students during out-of-school time in the final months of the 16-17 academic year.

MUSD has a Foster Youth Program and a program for homeless youth called Families in Transition, or FIT. The programs are designed to provide students and families with a network of support. In addition to other goals, the programs focus on truancy reduction and increased student learning. Studies show that youth who participate in organized out-of-school programming are more likely to attend and perform in the classroom.

The District will engage in outreach to homeless and foster youth who are assigned to participate in our programs. PCS Recreation Program Leaders will provide enrichment programming with a heavy emphasis on Science, Technology, Engineering, Art and Mathematics (STEAM) curriculum. If this Agreement is approved, PCS will provide the following:

1. Programming at Elementary and Middle School sites during after school program; September 1, 2017 through June 30, 2018:
 - This program will mirror the existing after school science program currently offered at elementary school sites.
 - The Program will be offered at 8 Elementary School sites and 3 Middle School sites.
 - Activities are geared to give youth hands-on learning experiences.
 - The Middle School program will consist of College and Career Exploration enrichment.
2. Programming at Elementary and Middle School sites during Spring break 2018 and during Summer 2018 at John W. Wells Youth Center:
 - Camp format with STEAM / recreation-based programming that will include hands on science projects, robotics, creative crafts, swim lessons and traditional recreation activities for grades K through 8th grade.

- Program will run Monday through Thursday from 9am to 3pm at the John W. Wells Youth Center during spring break and 8am to 2pm during summer program.
- Approximately 60 youth grades K to 6th and 20 youth grades 7th to 8th will be served during spring break.
- Approximately 80 (40 Foster Youth and 40 FIT) youth will be served in the summer program.
- Groups will be broken out according to grade to ensure adequate supervision and age appropriate programming.

3. Programming for High School students will also occur; September 1, 2017 – June 30, 2018:

- Certification classes will be offered to High School students throughout the year.

The specific actions recommended in this report are to approve the attached Consultant Services Agreement that would provide recreation and enrichment services to foster and homeless students attending MUSD during the 17-18 academic year and to authorize the Mayor to execute the Agreement on behalf of the City.

FINANCIAL IMPACT:

The total value of the Agreement is \$80,000. The recommended actions provide some General Fund relief in that portions of the full-time salaries are covered in the fully-burdened rate as called out in this Consultant Services Agreement. Staff estimates that the activities borne from this Agreement will relieve the General Fund by as much as \$40,000. The revenue and associated additional staff and materials costs were not included in the Adopted FY 2017-18 General Fund Budget; the Budget needs to be amended to recognize these additional revenues and expenditures.

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.

Strategy 404: Promote increased community wellness.

Strategy 411: Enhance and expand recreational activities available to Maderans.

RESOLUTION NO. 17 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A CONSULTANT SERVICES AGREEMENT WITH MADERA UNIFIED SCHOOL DISTRICT FOR PARTIAL ADMINISTRATION OF THE DISTRICT'S FOSTER YOUTH AND HOMELESS/FAMILIES IN TRANSITION PROGRAMS 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, Madera Unified School District (MUSD) has identified funding to provide students who are foster youth or homeless with 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's Parks and Community Services Department has the level of expertise necessary for provision of said programming; and

WHEREAS, MUSD has prepared a Consultant Services Agreement that specifies the responsibilities of the School District and the City in regard to providing recreation and enrichment programming; and

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

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

1. The above recitals are true and correct.
2. The 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.

* * * * *

RESOLUTION NO. 17 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING
THE FY 2017-18 GENERAL FUND/ORG 10206200 - PARKS AND COMMUNITY
SERVICES RECREATION BUDGET TO RECOGNIZE \$80,000 IN ADDITIONAL
REVENUE AND ASSOCIATED EXPENDITURES**

WHEREAS, the City Council has approved a Consultant Services Agreement between the Madera Unified School District (MUSD) and the City; and

WHEREAS, said Agreement requires the City to provide staff and materials for recreation, science, leadership and enrichment activities provided to Families in Transition (FIT) and Foster Youth students of MUSD; and

WHEREAS, the revenue provided to the City from MUSD and the costs incurred by the City for staff and materials from the agreement were not included in the Adopted FY 2017-18 General Fund Budget; and

WHEREAS, the FY 2017-18 General Fund Parks and Community Services Recreation, ORG 10206200 Budget needs to be amended to reflect said revenues and expenditures.

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

1. The above recitals are true and correct.
2. The amendments to the FY 2017-18 Budget Accounts as shown in Exhibit AA attached hereto are hereby approved.
3. The Director of Finance is directed to make the amendments to the appropriate FY 2017-18 Budget accounts as per Exhibit AA attached.
4. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT AA

CITY OF MADERA

Appropriation Adjustment:

Consultant Services Agreement with MUSD for FIT and Foster Youth

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
<u>PARKS AND COMMUNITY SERVICES - RECREATION</u>					
	10206200	4683	Program Revenue		80,000.00
	10206200	5005	Salaries/Part-Time	30,864.00	
	10206200	5304	Workers Compensation	2,589.00	
	10206200	5305	Medicare Tax - Employers Share	464.00	
	10206200	5307	Deferred Comp/Part-Time	1,157.00	
	10206200	5309	Unemployment Insurance	926.00	
	10206200	6532	Maintenance/Other Supplies	4,000.00	
				<u>40,000.00</u>	<u>80,000.00</u>

Note:



MADERA UNIFIED SCHOOL DISTRICT

CONSULTANT SERVICES AGREEMENT

This agreement is made and entered into this 23rd day of August 2017, 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 focusing on STEAM programs, college and career exploration, and life skills workshops to identified Foster and Homeless/Families In Transition (FIT) Madera Unified School District students:

1. K-8 students during after school program;
2. K-6 and K-8 students during Spring break and Summer at John W. Wells Youth Center;
3. 9th – 12th grade students Life Skills workshops

2. Term. The Consultant's services described in Paragraph 1 shall commence on September 1, 2017 and shall end on June 30, 2018 unless earlier terminated pursuant to Paragraph 8.

3. Payment. District agrees to pay Consultant as follows: \$80,000 – Foster Youth / FIT Funds
A total of \$40,000 for Foster Youth services and \$40,000 for Families In Transition (FIT) services for a total of \$80,000 of services for the following sites: Madera High and Madera South; Thomas Jefferson Middle School, Desmond Middle School, MLK Middle School; Adams Elementary, Alpha Elementary, Berenda Elementary, Chavez Elementary, Dixieland School, Eastin-Arcola School, Howard School, La Vina School, Lincoln Elementary, Madison Elementary, Millview Elementary, Monroe Elementary, Nishimoto Elementary, Parkwood Elementary, Pershing Elementary, Sierra Vista Elementary, Virginia Lee Rose Elementary, and Washington Elementary. District will pay the City of Madera a total of \$27.35 per hour. This rate is a fully-burdened rate that covers site staff, administrative costs, and materials. Unless directed otherwise in writing by District, City shall not provide services in excess of allocated cost per program as listed above. Additional services and/or supplies can be provided to District at an additional rate. Supplies shall be acquired at the City's cost plus 15% in administrative costs and staffing at the agreed upon fully-burdened rate of \$27.35/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.

General Liability. This section shall govern any liability incurred by one party through the fault of the other party.

District to Indemnify. The District shall defend, indemnify, and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions, or willful misconduct of the District, its officials, officers, employees, agents, and volunteers arising out of or in connection with the District's performance of this Agreement, including without limitation the payment of reasonable attorney's fees.

City to Indemnify. The City shall defend, indemnify, and hold the District, its officials, officers, employees, agents, and volunteers free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions, or willful misconduct of the City, its officials, officers, employees, agents, and volunteers arising out of or in connection with the City's performance of this Agreement, including without limitation the payment of reasonable attorney's fees.

7. Insurance. Consultant agrees to procure 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 Two Million Dollars (\$2,000,000) per occurrence, Five Million (\$5,000,000) aggregated liability coverage 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 and or Consultant may terminate this Agreement for any reason upon 30 days written notice. In the event of early termination, Consultant shall be paid for 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 mutual 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, if applicable, 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. 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.

19. Equipment and Materials. Consultant 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.

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:

by: Sheryl Sisil (name)

Assistant Superintendent of Educational Services (title)

Signature

Date: _____

Consultant:

Andrew J. Medellin (name)

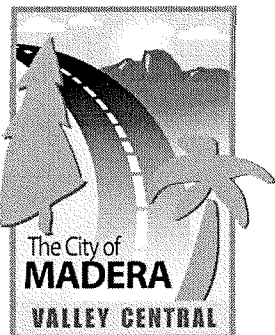
Mayor, City of Madera (title)

Signature

Date: _____

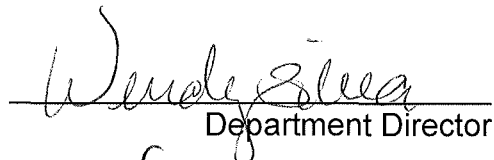
Federal ID# _____

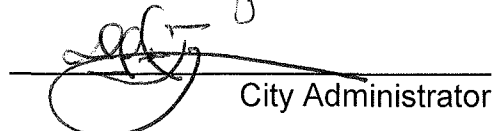
Report to City Council



Council Meeting of August 16, 2017
Agenda Item Number B-10

Approved by:


Department Director


City Administrator

Consideration of a Resolution Approving Administrative Solutions, Inc. as the City of Madera's Administrator for its IRS Section 125 Flexible Spending Accounts and Authorizing the City Administrator to Sign all Related Documents

RECOMMENDATION

Staff recommends Council adopt the resolution approving the change in administrator for the IRS Section 125 Flexible Spending Account (FSA) plan and authorizing the City Administrator to sign all related documents.

HISTORY

The City of Madera currently provides a flexible benefit plan for employees to participate in that allows for certain expenses to be paid on a pre-tax basis through payroll deductions. The plan is governed by the Internal Revenue Service (IRS) Code. Employees may elect to fund certain health related and dependent care expenses through the FSA plan. Employees who elect to do so make a set contribution per pay period and submit receipts for reimbursement to the plan administrator.

SITUATION

Since inception, the plan has been administered on behalf of the City by All Valley Administrators (All Valley). Administrative Solutions, Inc. (ASi) currently administers the City's self-funded health plan. All Valley and ASi are sister organizations with the same owner. The organization as a whole is reorganizing which branch administers which benefits. They have proposed moving the administration of the City's FSA accounts from All Valley to ASi as it makes business sense for their organization based on the distribution of duties. It also makes sense for the City so that we have a single point of contact for claim submission for the FSA and claims under the self-funded medical plan.

In order to effectuate the change, the City must execute an Administrative Services Agreement with ASi for the IRS Section 125 FSA account.

FISCAL IMPACT

The terms and conditions contained in the agreement are the same as our existing agreement with All Valley. Monthly administrative fees are paid by the FSA participants. The City is responsible for the annual base fee of \$275 and plan restatement and amendment fees; the last plan restatement was 2010.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The City's flexible benefit plan 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 ADMINISTRATIVE SOLUTIONS, INC. AS THE ADMINISTRATOR FOR ITS
FLEXIBLE SPENDING ACCOUNT PLAN
AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN ALL RELATED DOCUMENTS

WHEREAS, the City of Madera (the "City") provides a Cafeteria Plan under Internal Revenue Service (IRS) Cafeteria Plan Code Section 125 with the Health and Dependent Care Flexible Spending Account provisions; and

WHEREAS, the plan requires a qualified Plan Administrator to oversee and administer the plan; and

WHEREAS, Administrative Solutions, Inc. is qualified to act as the City's Plan Administrator for said benefits.

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 City hereby approves Administrative Solutions, Inc. (ASi) as the Plan Administrator for its IRS Section 125 Flexible Spending Account Plan.
3. The City Administrator is authorized to execute the Administrative Services Agreement with ASi as well as any other agreements or related documents as approved by the City Attorney on behalf of the City of Madera to effectuate the administration of the plan. Any executed agreements or related documents will be maintained on file with the Office of the City Clerk.
4. This resolution is effective immediately upon adoption.

* * * * *



ADMINISTRATIVE SOLUTIONS, INC.

ADMINISTRATIVE SERVICE AGREEMENT

Section 125 Flexible Spending Account

City of Madera

ADMINISTRATIVE SOLUTIONS, INC.
CONSULTING, ENROLLMENT, AND
ADMINISTRATIVE SERVICES AGREEMENT

This agreement specifies the services to be provided to **City of Madera**.

ADMINISTRATOR

Under the agreement, **City of Madera** will function as the Plan Sponsor, and Administrative Solutions, Inc. (ASi) as the Plan Administration Services Provider.

**ADMINISTRATIVE SERVICES TO BE PROVIDED
BY PLAN SERVICE PROVIDER FIRM**

Administrative Solutions, Inc. will provide the following administrative services:

- * Prepare Plan Document, and Summary Plan Description, as necessary, or amend current Plan Documents.
- * Provide participant election forms for use during the enrollment process.
- * Provide reimbursement forms and instructions for filing claims.
- * Provide instructions for access to online portal.
- * Process enrollment/change/termination forms to facilitate the administration of The Plan.
- * Provide each participant with a New Member Informational Packet.
- * Provide forms to **City of Madera**, to use for updating participant enrollments/changes/terminations.
- * Provide reimbursement information to **City of Madera**, as requested.
- * If required, report data under any Federal & State compliance program.

On an on-going basis,

- (a) Provide reimbursement checks or direct deposits payable to employees.
- (b) Process payroll contributions
- (c) On an annual basis, ASi will reconcile each plan after the designated run out period.
- (d) Provide plan document amendments/restatements as required (fees may apply).

As requested, ASi will provide reports as to utilization. Special reports can also be requested.

ASi reserves the right to deactivate debit cards and/or suspend the processing of claims due to a delinquent account or misuse of the debit card.

RESPONSIBILITIES OF PLAN SPONSOR

City of Madera will be responsible for the following activities:

- * If desired, secure legal review of the Section 125 Flexible Spending Account Plan Document and Summary Plan Description from its legal counsel.
- * Forward a copy of the executed Section 125 Flexible Spending Account Plan Document, Summary Plan Description, and Business Associate Agreement to ASi.
- * Report participant additions, terminations, and changes to ASi.
- * Complete and return annual non-discrimination worksheets to ASi for annual testing.
- * Initiate any action required if the plan(s) become discriminatory.
- * Provide management support in planning enrollment, meeting facilities, and scheduling.
- * If required, provide ASi with data necessary to comply with Federal and State mandates.
- * Provide additional funding for accounts with a negative balance. ASi reserves the right to request additional funds for overspent accounts.
- * Provide ASi with a designated HIPAA officer at the company for sending secure, private information that may relate to your employees.

REPORTS AND DATA

All reports and data remain the property of **City of Madera**. On request, ASi will provide, **City of Madera** all documentation used by ASi.

ADMINISTRATIVE SOLUTIONS, INC. TERMS AND CONDITIONS

The undersigned Employer ("Employer") hereby retains Administrative Solutions, Inc. ("ASi") to provide services for the Employer's Section 125 Flexible Spending Account(s) ("Plan") upon and subject to the following terms and conditions:

ASi shall provide, as applicable, administrative services for the Employer's Plan. The various services of ASi and the fee's ("Service Fees") charged therefore are described in the Schedule of Services and Fees ("Schedule") attached hereto and made a part hereof. Where applicable, all Service Fees shall be determined according to the Schedule. ASi shall have the right to modify the Schedule at any time, provided, however, that ASi shall give the Employer notice of the intended modification sixty (60) days prior to the date such modification shall become effective. Either party may cancel this Agreement by giving the other party written notice delivered first class registered mail at least thirty (30) days prior to the date such cancellation shall become effective. All invoices submitted by ASi are due and payable upon receipt. Any amounts unpaid beyond thirty (30) days will be subject to a late payment service charge as specified on the invoice for services rendered.

The Employer shall furnish ASi with all information required by ASi to perform its services hereunder. ASi shall rely entirely and conclusively upon such information furnished by the Employer except to the extent that it may be contrary to the provisions of the Plan or applicable law. ASi shall have no duty to investigate the source or accuracy of such information or to question any action of the Employer, its Agents, or any Participants of the Plan. The Employer hereby agrees that payment of all Fees, Penalties, Interest and other costs levied by the Internal Revenue Service, Department of Labor, or any other governmental agencies resulting from the negligence, neglect or breach of this agreement by Employer are the sole responsibility of the Employer and/or Plan.

Similarly, at times ASi must report information to governmental agencies regarding group plans. As such, ASi will request data and/or documentation from clients. It is the responsibility of our clients to submit this requested information timely and completely. If not, any potential non-compliance penalties/fines will be the responsibility of the employer. In the event of a dispute arising out of this agreement, the prevailing party in that dispute shall be entitled to recover its attorneys' fees.

The Employer hereby agrees that ASi shall not be liable to the Employer, the Plan, any Participants of the Plan or any other person for any damages, costs or expenses resulting from any error in any administration, investment or any matter of the Plan or its Trust resulting from any act, omission, negligence or default of any other Plan Administrator, Investment Advisor, or any other Advisors. The Employer further agrees to save, defend, indemnify and hold harmless ASi and its owners, directors, agents and employees from any costs, damages, expenses and/or other losses resulting from the claims of Employer's Plan Participants or Service Providers, including without limitation all costs or attorney's fees and other costs of litigation and/or arbitration. The Employer also agrees that ASi shall not be liable to Employer, Plan, Participant of the Plan, or Service Provider for any losses, damages or other expenses, direct or indirect resulting from the negligence, neglect or breach of this agreement by Employer or Employees of the Employer.

Accepted for Administrative Solutions, Inc.:

Accepted for Employer: City of Madera

Signature

Signature

President

Date

Date

EXHIBIT A
Section 125 Flexible Spending Account Administration

City of Madera

Effective Date: August 1, 2017

FEE SCHEDULE

Implementation Fees (One-time Charge)

Set-up Fee	N/A
Plan Documents	N/A

On-going Fees

Annual Base Fee	\$275.00
Document Restatement (upon request or Federally necessary)	\$600.00
Document Amendment (upon request)	\$295.00
Administration Fee (per participant/per month)*	\$6.00
Note: Minimum Monthly Administrative Charge	\$35.00
Debit Card Security Deposit	3% Deposit
Note: Debit cards for the medical component require a security deposit of the aggregate participant annual election amount. The deposit will be refunded to the employer within 120 days of the Plan termination.	
Annual Discrimination Testing & Analysis	No Charge
New Employee Installation	No Charge

*Administration fee includes the debit card option

Additional Services

Tied to a Health Plan or Restricted	Quoted Separately
New Employee Installation	No Charge
Take-over of existing Plan	Quoted Separately
Special Project/Consulting Service	\$125.00 per hour
Additional Employee Presentation/Enrollment Meetings	\$125.00 per occurrence
Enrollment Meetings (travel outside the Fresno area)	Mileage Fees Apply

Administrative Solutions, Inc. (ASi)
P. O. Box 5809 | Fresno, CA 93755
Ph. 559.256.1320 | Fax 559.475.5787
clientservices@asibenefits.com | www.asibenefits.com

REPORT TO CITY COUNCIL

MEETING DATE: August 16, 2017

AGENDA ITEM NUMBER: B-11

Approved By:


PUBLIC WORKS DIRECTOR


CITY ADMINISTRATOR

SUBJECT: Consideration of a Resolution Declaring an Emergency Situation in Which Two Gear Boxes for the Aeration System at the Waste Water Treatment Plant Must be Purchased and Installed in an Expedited Manner;

and

Consideration of a Resolution Amending the Fiscal Year 2017/18 Annual Budget to Appropriate Funds in the Sewer Utility Wastewater Treatment Plant Budget to Purchase and Install Gear Boxes at the Waste Water Treatment Plant.

RECOMMENDATION: That the City Council approve a Resolution authorizing staff to expedite the purchase and installation of two gear boxes at the Waste Water Treatment Plant (WWTP); and to also approve an amendment to the FY17/18 Sewer Fund Budget to approve additional expenditures of \$166,000 for the purchase and installation of two gear boxes.

SUMMARY: In order to avoid a potential failure of the aeration system at the WWTP, two gear boxes need to be replaced as soon as possible as they are showing signs of significant wear and fatigue and could fail at any time. The time required to procure the gear boxes through the usual nonemergency bidding process will put the Plant at risk of not being able to adequately treat the normal flows to the required discharge levels. Hence, an emergency purchase is being arranged to avoid having to make more dire emergency provisions to maintain the required level of waste treatment. A budget adjustment is being recommended for the costs to treat these emergency repairs.

DISCUSSION: There are three oxidation ditches at the WWTP, each has two gear boxes that connect motors to the aerators, for a total of 6 gear boxes at the Plant.

Previously Initiated Repairs on 3 Gear Boxes

During Fiscal Year 16/17, three gear boxes failed or were in the process of failing and were sent out to be rebuilt. The loss of aerating capacity caused by the loss of these three gear boxes, while not optimal, still left sufficient capacity to operate the plant with the remaining three gear boxes. During the course of making the repairs, it was discovered that the wear on the internal parts was in excess of normal routine seal and bearing replacements and would require key gears and parts to be replaced. These specialized parts are not readily available locally, they must be manufactured and shipped from Germany, and it would take a minimum of six months to acquire the special parts. While it is not any faster to replace the entire unit than it is to acquire major components, it is less expensive to replace the entire

unit. Therefore, we are preparing a Request for Quotations (RFQ) for purchase of the new replacement units and we hope to have them purchased and installed in ten to twelve months.

Current Gear Box Emergency Repairs Under Consideration

Unfortunately, two of the three remaining gear boxes have started to have vibration issues and significant metal debris was found in the lubricants. It is very likely that they may fail in a very short time. The failure of any one of these gear boxes would reduce our capacity to aerate the waste in the oxidation ditches below what is needed for our routine flows which are in excess of 5 million gallons per day. There is not a simple substitution to temporarily replace this portion of the treatment process while repairs are made. This is why treatment plants are designed with backup capacity. However, with the other three gear boxes out for ten months or more, we no longer have that backup capacity. If either of the two struggling gear boxes fail, any emergency efforts that we might use to try and deal with this failure of the aeration system would be extremely costly and questionable as to their effectiveness. Hence, repairing these gear boxes is critical.

Stantec Engineering, the consultant under contract with the City to manage the current major repairs at the WWTP, has looked for alternative solutions such as retrofitting with a different manufactured gear box etc. and only one other manufacturer produces a comparable product that could be modified to work with our existing aerators. Unfortunately, they have similar long lead times for building and delivering new gear boxes that could be made to work with our system and they are more expensive. Stantec was able to locate a supply of two of these gear boxes that had only been slightly used. They have reviewed their condition and negotiated a price and warranties. As allowed under the emergency provisions of the City's purchasing policies, with Councils' approval of the resolution declaring the emergency, the normal lengthy purchasing process will be suspended so that the gear boxes can be immediately purchased, shipped, and installed with some minor modifications made on site to allow them to work with our aerators.

FINANCIAL IMPACT: Unfortunately these temporary replacements are more expensive than the planned rebuilds or replacements of the gear boxes, which was a portion of the planned major repairs that Stantec was hired to perform. The increased costs of \$166,000 are reflected in the requested budget amendment. There are sufficient funds within the Sewer Fund to allow for this additional expenditure. These repair costs will not have a financial impact on the City's General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: The report is consistent with the Madera Vision Plan, specifically Strategy 434: Water Quality and Usage— ensure continued water supplies to meet the demands of all Maderans through innovative reclamation, conservation and education on water use.

RESOLUTION NO. 17-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
DECLARING AN EMERGENCY SITUATION IN WHICH TWO GEAR BOXES FOR THE
AERATION SYSTEM AT THE WASTE WATER TREATMENT PLANT MUST BE
PURCHASED AND INSTALLED IN AN EXPEDITED MANNER

WHEREAS, the City of Madera is experiencing a situation in which several gear boxes which operate the aerators at the Waste Water Treatment Plant have failed; and

WHEREAS, two of the remaining three gear boxes which are showing signs of fatigue may also fail in the very near future before other repairs can be made through the routine purchasing processes; and

WHEREAS, further loss of gearboxes would reduce the capacity of the plant to adequately process waste flows; and

WHEREAS, the loss of ability of the Waste Water Treatment Plant to adequately treat sewage to required levels, could cause public health, risks, regulatory violations, and increased expenses.

WHEREAS, the City desires to take prudent steps to replace two gear boxes in order to maintain minimum aeration capacity at the plant.

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 to the City Council.
3. The City Council finds that there is a reasonable likelihood that two gearboxes at the plant that are essential for minimum operational levels could fail in the very near future before routine repairs can be made and warrants emergency repairs and/or replacement

and hereby declares a state of emergency with regard to such pipelines in accordance with Public Contract Code 22050.

4. The City Council hereby finds that based on substantial evidence that there is an emergency wherein two of the three gearboxes on the operational aerators are starting to fail, and that any delays associated with the typical bid and award process would represent an undue risk on the health and welfare of the City and its residents and that immediate action is necessary to respond to the emergency.

5. The City Council does hereby direct staff to effect the purchase and installation of the two needed gear boxes at the Waste Water Treatment Plant in an expedited manner.

6. The City Council does hereby direct that staff may, for this project only, award this project without giving notice for bids and does hereby delegate authority to the City Administrator to order any action necessary to move this project to completion in an expedited manner.

7. This Resolution is effective immediately upon adoption.

* * * * *

RESOLUTION NO. 17-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE
FY 2017/18 ANNUAL BUDGET TO INCREASE EXPENDITURE ALLOCATIONS IN THE
SEWER FUND BUDGET TO PURCHASE AND INSTALL GEAR BOXES AT THE WASTE
WATER TREATMENT PLANT

WHEREAS, the City Council previously adopted a Citywide budget for the 2017-18
fiscal year; and

WHEREAS, the City has determined that it is prudent to increase expenditure
allocations to purchase and install two replacement gear boxes at the Waste Water Treatment
Plant; and

WHEREAS, expenditure accounts will need to be increased within the Sewer Fund for
said purchase; and

WHEREAS, an adequate fund balance is available in said Fund to allow for said
increase of appropriations.

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

1. The above recitals are true and correct.
2. The budgets of the Sewer Fund are hereby amended as shown in Exhibit AA to
this resolution to increase expenditure allocations for the replacement of two gear boxes at
the Waste Water Treatment Plant.
3. The City's Finance Department is directed to take all actions necessary to
effectuate this budget amendment.
4. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT AA
CITY OF MADERA
Appropriation Adjustment

<u>FUND</u>	<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>		
<u>Sewer Utility WWTP - 509</u>				
	20403420 7030	Facilities and Improvements	166,000	+
Sewer Utility Fund Totals			166,000	



[Return to Agenda](#)

July 21, 2017

City of Madera, City Council
205 W. Fourth St.
Madera CA 93637

RE: Agenda Item

Dear Council,
We wish to provide the Council with an informational presentation about the grant writing services California Consulting provides.

Thank you for your consideration.

Sincerely,

Shasta Bell

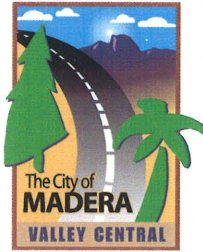
Shasta Bell
Director of Communications
California Consulting LLC
214 Main St. Suite 102, El Segundo CA 90245
www.californiaconsulting.org

RECEIVED

City of Madera City Clerk

By: *Salvarez*
Date: 7/24/17

REPORT TO THE CITY COUNCIL



COUNCIL MEETING OF:
August 16, 2017

AGENDA ITEM NUMBER:
E-1

Approved By:


COMMUNITY DEVELOPMENT DIRECTOR


CITY ADMINISTRATOR

Subject: Review of Permit and Processing Costs for the Building, Planning and Engineering Departments and Direction to Staff Regarding the Preparation of a Development User Fee Schedule for Future Consideration by the City Council.

RECOMMENDATION:

Staff recommends that the City Council review the attached materials identifying the full cost of permits and other services in the Building, Planning and Engineering Departments and provide direction regarding the preparation of a user fee schedule for consideration at future meeting.

SUMMARY:

In 2014, a fee study was completed and a new fee schedule was adopted for the Building, Planning, and Engineering Departments. The fee schedule has not been modified since then. In conjunction with the consideration of the FY 17/18 budget, staff calculated projected revenues based on a limited fee schedule update that would reflect current costs and higher fee recovery targets in the Planning and Engineering Departments. No changes were assumed in the Building Department. Those revenue projections were adopted as part of the budget process; the Council also expressed an interest in reviewing a fee schedule based on full cost recovery with or without a complimentary incentive program.

DISCUSSION:

In Fiscal Year 2013/14, the City engaged Matrix Consulting Group to prepare an analysis of user fees (permit and processing fees) for the Building, Planning and Engineering Departments. The purpose of the fee study was to identify the "full cost" of providing each type of service. The study accomplished this by developing time estimates for each activity, and then applying costs to that time, including both direct and indirect costs. Internal controls or cross-checks were applied to make sure the data was valid. After the full cost was calculated, the Council reviewed and approved a series of factors and criteria that were used to develop the actual fee schedule.

In its presentation of the fee study in 2014, Matrix Consulting noted that public agencies frequently set fee recovery targets at less than 100% of cost, and that the range of "typical" fee recovery varies by department. Planning departments frequently recover 50 to 80 percent of costs, while Engineering and Building are generally higher, between 80 and 100 percent. The following factors were reviewed and approved by the Council to guide the development of the fee schedule:

Planning Department – Fee Factors & Criteria

- Overall fee recovery target should be set at 60% of full cost.
- Fees for minor entitlements typical of business start up should be set at 50% of full cost.
- Major entitlements typical of large scale and corporate land development (major general plan amendments, specific plan preparation, etc.) should be set at 90% recovery of full cost.
- When multiple permits or applications are required, the regular fee established in the fee schedule should apply to the primary permit; the fee for each secondary permit should be collected at 50% of its regular amount.
- Where existing fees are higher than full cost, the existing fees should be reduced to the full cost figure.

Building Department - Fee Factors & Criteria

- Overall fee recovery target should be set at 90% of full cost.
- Where possible, fees should be calculated based on square footage.

Engineering Department - Fee Factors & Criteria

- Overall fee recovery target should be set at 90% of full cost.
- A tiered rate for plan review and inspection based on improvement cost should be implemented.
- Plan review for on-site improvements should be set at 50% of the fee for off-site improvements.

Using the same methodology and spreadsheets that Matrix Consulting used in 2014, staff recently updated the cost analysis for permits and services in the affected departments. The cost factors used for the analysis were taken from the adopted FY 17/18 budget. The results of the analysis are shown in the attachments to this report. The fee/cost figures in these attachments reflect two types of increases when compared to the fee schedule adopted in 2014. First, the costs and expenses that factor into fee calculations have increased since 2014, by an average of about 15%-20%. Second, the figures in the attachments represent 100% of costs and have not been discounted or reduced by applying the lower cost recovery factors previously approved by the City Council.

The Council can set each fee at any level up to the full cost of providing the service. Below are four possible alternatives the Council may be interested in considering, though the Council may give any direction it wishes regarding the preparation of a fee schedule. Any proposal to change the existing fee schedule will need to return to the Council for consideration after a noticed public hearing.

1. Set fees at 100% of costs for all permits and services.
2. Set fees at 100% of costs for all permits and services and implement either a select/strategic or across-the-board incentive program to reduce fees by 10-20% for the remainder of the Fiscal Year.

3. Base fees on current costs, and apply cost recovery factors set by the Council in 2014.
4. Base fees on current costs, and apply higher cost recovery factors where applicable.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Action 112.1 calls for a review of all fees as often as necessary, but not less than once every three years.

FISCAL IMPACT

Projected fee revenues in the affected departments total approximately \$1.37 Million in the FY 17/18 budget. Approximately 73% of this amount (\$996,000) is from fees related to building permits. Fees set at full cost recovery might generate an increase of up to \$250,000 (approximately) in comparison to amounts shown in the adopted budget.

The remaining 27% in budgeted fee revenue (\$375,000) is related to permits and services provided in the Planning and Engineering Departments. The adopted budget contains revenue projections in these departments that assume that a fee update will be effective for about three-quarters of the fiscal year. The projections for the Engineering Department assume that costs factors will be updated, but the percentage of costs recovered will stay at 90%. The projections for the Planning Department assume that cost factors will be updated, and that the percentage of cost recovery will increase from a 60% average target to a 75% average target.

If the fee schedule for the Planning and Engineering Departments is not adjusted in a manner similar to that assumed when making the projections, actual revenues received by the City will be lower than shown in the adopted budget. Conversely, if fees are set a full cost recovery, with all discounts removed, fee revenue would increase by up to \$125,000 in comparison to budgeted amounts.

ATTACHMENTS

August 16, 2017

Building, Planning and Engineering Fee Schedule Discussion

- A. Planning Department Permit Costs
- B. Engineering Department Permit Costs
- C. Building Department Total Cost Tables
 - Building - Plan Check and Inspection Fees BY Occupancy Class & Construction Type
 - Building - Mechanical, Electrical & Plumbing Permit Costs
 - Building - Miscellaneous Items Permit Costs
 - Building – Fire Prevention Permit Item Costs

A. Planning Department Permit Costs

Planning Department Permit Cost - FY 2017/18

FEE NO.		Total Cost FY 17/18
AMENDMENTS & REZONING		
1	Rezoning/Prezoning - under 10 acres	\$8,300
2	Rezoning/Prezoning- greater than 10 acres	\$8,300
3	Code Amendments	\$8,300
4	General Plan Amendments	\$8,300
4.1	Major General Plan Amendments - 10 Acres+	\$8,300
5	Specific Plan Amendments	\$8,150
5.1	Major Specific Plan Amendments - 10 Acres +	\$8,150
5.2	Specific Plan Preparation	\$12,450
APPEALS		
6	Administrative	\$2,450
7	Project Approvals	\$1,175
ENVIRONMENTAL ASSESSMENTS		
8	Negative Declaration	\$650
9	Mitigated Negative Declaration	\$750
10	Environmental Impact Report	At Cost
10.1	Environmental Impact Report - Administration	10% of Cost
11	Supplemental EIR	At Cost
11.1	Supplemental EIR EIR - Administration	10% of Cost
SUBDIVISION		
12	Lot Line Adjustment	\$450
13	Tentative Parcel Maps	\$1,425
13.1	Tentative Parcel Map Modification/Time Extension	\$713
14	Tentative Subdivision Maps - Less than 40 acres	\$6,050
14.1	Tentative Subdivision Maps - More than 40 Acres	\$6,050
15	Tentative Subdivision Map Modifications	\$3,000
16	Tentative Subdivision Map Time Extensions	\$2,125
SITE PLAN REVIEW APPLICATIONS		
17	Minor Projects and new construction < 1,200 s.f.	\$950
18	New Projects of up to 10,000 s.f. & < 25 units	\$1,350
19	Major Projects > 10,000 s.f. & 25+ units	\$4,325
20	Large Projects (NEW) > 100,000 s.f. & 150 Units	\$5,425
21	Modifications to approved site plans	-
SIGN PERMITS & APPLICATIONS		
22	Sign Permit - Single	\$200
23	Sign Permit - Multiple	\$250
24	Sign Use Permit	\$2,975
25	Sign Variance	\$3,450
26	Minor Adjustment (New)	\$575
27	Master Sign Program (New)	\$450
USE PERMIT, PRECISE PLANS, AND VARIANCES		
28	Use permits with no new construction, or new construction of less than 3,000 s.f.	\$2,950
29	less	\$4,350
30	Use permits for more than 10,000 s.f. or more than 25 units	\$4,925
30.1	Use permits for more than 100 s.f. or more than 150 units	\$4,925
31	Precise plan for less than 10,000 s.f. or 25 units or less	\$4,475
32	Precise plan for more than 10,000 s.f. or more than 25 units	\$6,150
32.2	Precise plan for more than 100,000 s.f. or more than 150 units	\$6,150
33	Variances	\$3,950
34	Temporary Use Permit (New)	\$275
35	Modifications	-
36	Extensions	\$2,200
MISCELLANEOUS		
43	Agenda Subscription	\$0
37	Home Occupational Permit	\$275
45	House / Building Move	\$0
38	Request for Findings / Determinations	\$4,350
39	Request for Continued Hearing	\$0
39.1	Prior to Packet Distribution	\$125
39.2	After Packet Distribution	\$150
40	Right-of-way Abandonment	\$4,350
41	Summary Vacations	\$4,350
42	Zoning Administrator Permits	\$700

B. Engineering Department Permit Costs

Engineering Department Permit Costs - FY 2017/18

FEE NO.	Fee Name	17/18 Cost
BASIC ENGINEERING SERVICES		
1	Civil Plan Review (Subdivision, Parcel Map Improvements, and Encroachment Permits)	-
1.1	First \$100,000 of Improvement Cost	2.0% of Project Cost
1.2	Improvement Cost Between \$100,001 and \$250,000	1.2% of Project Cost
1.3	Improvement Cost Between \$250,001 and \$1,000,000	0.5% of Project Cost
1.4	Improvement Cost over \$1,000,000	0.15% of Project Cost
1.5	On-site Plan Review	50% of Civil Plan Fee
2	Traffic Study Review	
2.1	0-5 acres	\$461
2.2	5-40 acres	\$688
2.3	40+ acres	\$915
3	Plan Revisions - Minimum Fee	\$197
4	Traffic Control Plan (Waived for Subdivisions)	\$97
5	Grant or Easement Deed Acceptance	\$608
6	Deed Preparation and Acceptance (Time & Materials) - Minimum Fee	\$1,005
7	Parcel or Lot Merger	\$509
8	Abandon / Vacation of Right-of-Way Summary	\$1,276
9	Abandon / Vacation of Right-of-Way Petition	\$2,268
10	Lot Line Adjustment	\$906
11	Inspections (Subdivision, Parcel Map Improvements & Encroachment Permits)	
11.1	First \$100,000 of Improvement Cost	3.0% of Project Cost
11.2	Improvement Cost Between \$100,001 and \$250,000	2.25% of Project Cost
11.3	Improvement Cost Between \$250,001 and \$1,000,000	1.5% of Project Cost
11.4	Improvement Cost over \$1,000,000	1% of Project Cost
12	Additional Punchlists - Minimum Fee	\$179
13	Parcel Map (Final)	\$3,076
14	Subdivision Map (Final) and Agreement	\$8,898
15	Special Event Permit Fee - Business/Commercial	\$129
15.1	Special Event Permit Fee - Residential/Homeowner	\$129
16	Oversize Load Permit	\$76
16.1	Oversize Load - Annual Permit	\$150
17	Partial Acceptance - Subdivision	\$707
18	Deferral Agreement	\$469
19	Covenant	\$469
20	Subdivision Agreement Amendment	\$563
21	Special Agreement (At Cost, Minimum Fee)	\$702
22	Outside of City Service Connection	\$767
23	Landscape (or other benefit) District Formation	\$740
24	Certificate of Correction	\$292
BLUE LINE PRINTS		
25	Research to locate materials / prepare special reports (non-city related)	
25.1	City Engineer (per hour)	\$187
25.2	Engineering Staff (per hour)	\$99
26	Printing (Copy) Charges	
26.1	8 1/2" x 11" or 14" (per page)	\$0.30
26.2	11" x 17" (per page)	\$0.36
26.3	Blueprints (s.f)	\$0.36
BASIC INSPECTION SERVICES		
27	Permit Processing Fee	\$107
28	Encroachment Permit Inspection Fee (minimum)	\$151
29	Re-Inspection Fee	\$64
30	Curb (lineal feet)	\$1.55
31	Curb and Gutter and "V" Alley (lineal feet)	\$2.89
32	Sidewalk (lineal feet)	\$1.55
33	Driveway Approach	\$67
34	Asphalt Paving (per s.f.)	\$0.22
35	Sewer or Drain Pipe (lineal feet) (\$100 minimum)	\$1.11
36	Manholes, Catch Basins, or Vaults	\$149
37	Water Pipe (lineal feet)	
37.1	0-18 ft (w / o Hot Tap)	\$78
37.2	0-18 ft (w / Hot Tap)	\$143
37.3	18+ feet (\$275 minimum)	\$0.67
38	Street Light plus conduit (each light)	\$67
39	Utilities - Out of Roadway (lineal feet)	\$151
40	Utilities - in Roadway (lineal feet)	\$151.01
41	Cross Valley Gutter (each)	\$60
42	Handicap Ramps	\$45
43	Water and Sewer Service Laterals (each)	\$82
44	Fire Hydrant Assembly (each)	\$119
45	Under sidewalk drain (each)	\$22
46	Backflow Devices and Vacuum Breakers	\$67
47	Concrete Alley Centerline Trough (lineal feet)	\$2.89
48	Electrical Services in ROW 600V 200Amp	\$30
49	Inspections performed outside normal business hours	\$134

C. Building Department Total Cost Tables

- Building - Plan Check and Inspection Fees BY Occupancy Class & Construction Type
- Building - Mechanical, Electrical & Plumbing Permit Costs
- Building - Miscellaneous Items Permit Costs
- Building – Fire Prevention Permit Item Costs

Plan Check and Inspection Fees by Occupancy Class and Construction Type

CITY OF MADERA, CA

Building Department - FY 17/18

Schedule of New Construction Fees

PLAN CHECK & INSPECTION - TOTAL COSTS COMBINED

IBC Class	IBC Occupancy Type	Project Size Threshold	Construction Type IA, IB		Construction Type IIA, IIB, IIIA, IIIB, IV		Construction Type VA, VB	
			Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *
A-1	Assembly—Fixed Seating	1,500	\$5,733	\$22.6408	\$4,777	\$18.8673	\$3,822	\$15.0939
-	Theater, Concert Hall	7,500	\$7,091	\$23.0709	\$5,909	\$19.2258	\$4,727	\$15.3806
-	-	15,000	\$8,821	\$21.1426	\$7,351	\$17.6188	\$5,881	\$14.0950
-	-	30,000	\$11,993	\$14.1104	\$9,994	\$11.7587	\$7,995	\$9.4070
-	-	75,000	\$18,342	\$6.2354	\$15,285	\$5.1962	\$12,228	\$4.1569
-	-	150,000	\$23,019	\$15.3460	\$19,182	\$12.7883	\$15,346	\$10.2306
A-2	Assembly—Food & Drink	700	\$5,844	\$49.9740	\$4,870	\$41.6450	\$3,896	\$33.3160
-	Restaurant, Night Club, Bar	3,500	\$7,243	\$51.8229	\$6,036	\$43.1858	\$4,829	\$34.5486
-	-	7,000	\$9,057	\$46.6614	\$7,547	\$38.8845	\$6,038	\$31.1076
-	-	14,000	\$12,323	\$30.7208	\$10,269	\$25.6007	\$8,215	\$20.4805
-	-	35,000	\$18,775	\$13.7698	\$15,645	\$11.4748	\$12,516	\$9.1799
-	-	70,000	\$23,594	\$33.7057	\$19,662	\$28.0881	\$15,729	\$22.4705
A-3	Assembly—Worship, Amusement	1,020	\$5,803	\$34.1907	\$4,836	\$28.4922	\$3,869	\$22.7938
-	Arcade, Church, Community Hall	5,100	\$7,198	\$35.7322	\$5,999	\$29.7768	\$4,799	\$23.8215
-	-	10,200	\$9,021	\$31.9044	\$7,517	\$26.5870	\$6,014	\$21.2696
-	-	20,400	\$12,275	\$20.9116	\$10,229	\$17.4263	\$8,183	\$13.9411
-	-	51,000	\$18,674	\$9.4570	\$15,562	\$7.8808	\$12,449	\$6.3047
-	-	102,000	\$23,497	\$23.0363	\$19,581	\$19.1969	\$15,665	\$15.3575
A-4	Assembly—Indoor Sport Viewing	500	\$5,119	\$62.4854	\$4,266	\$52.0712	\$3,413	\$41.6570
-	Arena, Skating Rink, Tennis Court	2,500	\$6,369	\$66.7186	\$5,307	\$55.5988	\$4,246	\$44.4790
-	-	5,000	\$8,037	\$58.2523	\$6,697	\$48.5436	\$5,358	\$38.8349
-	-	10,000	\$10,949	\$37.3476	\$9,124	\$31.1230	\$7,300	\$24.8984
-	-	25,000	\$16,551	\$17.3759	\$13,793	\$14.4799	\$11,034	\$11.5840
-	-	50,000	\$20,895	\$41.7909	\$17,413	\$34.8258	\$13,930	\$27.8606
A-5	Assembly—Outdoor Activities	1,500	\$6,880	\$26.5090	\$5,734	\$22.0909	\$4,587	\$17.6727
-	Amusement Park, Bleacher, Stadium	7,500	\$8,471	\$26.0327	\$7,059	\$21.6939	\$5,647	\$17.3551
-	-	15,000	\$10,423	\$24.8376	\$8,686	\$20.6980	\$6,949	\$16.5584
-	-	30,000	\$14,149	\$17.1127	\$11,791	\$14.2605	\$9,433	\$11.4084
-	-	75,000	\$21,850	\$7.2400	\$18,208	\$6.0333	\$14,567	\$4.8266

IBC Class	IBC Occupancy Type	Project Size Threshold
-	-	150,000
A	A Occupancy Tenant Improvements	300
-	-	1,500
-	-	3,000
-	-	6,000
-	-	15,000
-	-	30,000
B	Business—Animal Hospital	420
-	-	2,100
-	-	4,200
-	-	8,400
-	-	21,000
-	-	42,000
B	Business—Bank	400
-	-	2,000
-	-	4,000
-	-	8,000
-	-	20,000
-	-	40,000
B	Business—Barber Shop/Beauty Shop	200
-	-	1,000
-	-	2,000
-	-	4,000
-	-	10,000
-	-	20,000
B	Business—Car Wash	200
-	-	1,000
-	-	2,000
-	-	4,000
-	-	10,000
-	-	20,000
B	Business—Clinic, Outpatient	700
-	-	3,500
-	-	7,000
-	-	14,000
-	-	35,000

Construction Type IA, IB		Construction Type IIA, IIB, IIIA, IIIB, IV		Construction Type VA, VB	
Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *
\$27,280	\$18.1865	\$22,733	\$15.1554	\$18,187	\$12.1244
\$2,877	\$58.2705	\$2,398	\$48.5587	\$1,918	\$38.8470
\$3,577	\$61.7995	\$2,980	\$51.4996	\$2,384	\$41.1997
\$4,504	\$54.3344	\$3,753	\$45.2787	\$3,002	\$36.2229
\$6,134	\$35.0798	\$5,111	\$29.2332	\$4,089	\$23.3865
\$9,291	\$16.1773	\$7,742	\$13.4811	\$6,194	\$10.7849
\$11,717	\$39.0577	\$9,764	\$32.5481	\$7,812	\$26.0385
\$4,244	\$62.8777	\$3,536	\$52.3981	\$2,829	\$41.9185
\$5,300	\$69.0568	\$4,417	\$57.5474	\$3,533	\$46.0379
\$6,750	\$58.5606	\$5,625	\$48.8005	\$4,500	\$39.0404
\$9,210	\$36.5463	\$7,675	\$30.4552	\$6,140	\$24.3642
\$13,814	\$17.5630	\$11,512	\$14.6358	\$9,210	\$11.7087
\$17,503	\$41.6731	\$14,586	\$34.7276	\$11,668	\$27.7821
\$3,472	\$54.8367	\$2,893	\$45.6973	\$2,315	\$36.5578
\$4,349	\$61.4705	\$3,624	\$51.2254	\$2,899	\$40.9803
\$5,579	\$50.9569	\$4,649	\$42.4641	\$3,719	\$33.9713
\$7,617	\$31.2115	\$6,347	\$26.0096	\$5,078	\$20.8077
\$11,362	\$15.4152	\$9,469	\$12.8460	\$7,575	\$10.2768
\$14,445	\$36.1132	\$12,038	\$30.0944	\$9,630	\$24.0755
\$2,787	\$89.1659	\$2,322	\$74.3049	\$1,858	\$59.4440
\$3,500	\$101.6194	\$2,917	\$84.6828	\$2,334	\$67.7462
\$4,516	\$82.8266	\$3,764	\$69.0222	\$3,011	\$55.2178
\$6,173	\$49.7676	\$5,144	\$41.4730	\$4,115	\$33.1784
\$9,159	\$25.1840	\$7,633	\$20.9867	\$6,106	\$16.7893
\$11,677	\$58.3874	\$9,731	\$48.6562	\$7,785	\$38.9249
\$2,636	\$87.0528	\$2,197	\$72.5440	\$1,757	\$58.0352
\$3,332	\$103.3133	\$2,777	\$86.0944	\$2,222	\$68.8755
\$4,366	\$80.6581	\$3,638	\$67.2151	\$2,910	\$53.7721
\$5,979	\$46.3774	\$4,982	\$38.6478	\$3,986	\$30.9182
\$8,761	\$24.8445	\$7,301	\$20.7038	\$5,841	\$16.5630
\$11,246	\$56.2293	\$9,372	\$46.8577	\$7,497	\$37.4862
\$4,803	\$42.3183	\$4,002	\$35.2653	\$3,202	\$28.2122
\$5,988	\$45.8820	\$4,990	\$38.2350	\$3,992	\$30.5880
\$7,593	\$39.3695	\$6,328	\$32.8079	\$5,062	\$26.2463
\$10,349	\$24.9357	\$8,624	\$20.7798	\$6,900	\$16.6238
\$15,586	\$11.7953	\$12,988	\$9.8294	\$10,391	\$7.8635

IBC Class	IBC Occupancy Type	Project Size Threshold
-	-	70,000
B	Business—Dry Cleaning	200
-	-	1,000
-	-	2,000
-	-	4,000
-	-	10,000
-	-	20,000
B	Business—Laboratory	500
-	-	2,500
-	-	5,000
-	-	10,000
-	-	25,000
-	-	50,000
B	Business—Motor Vehicle Showroom	500
-	-	2,500
-	-	5,000
-	-	10,000
-	-	25,000
-	-	50,000
B	Business—Professional Office	1,000
-	-	5,000
-	-	10,000
-	-	20,000
-	-	50,000
-	-	100,000
B	Business—High Rise Office	20,000
-	-	100,000
-	-	200,000
-	-	400,000
-	-	1,000,000
-	-	2,000,000
B	B Occupancy Tenant Improvements	200
-	-	1,000
-	-	2,000
-	-	4,000
-	-	10,000

Construction Type IA, IB			Construction Type IIA, IIB, IIIA, IIIB, IV			Construction Type VA, VB		
Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	
\$19,714	\$28.1631	\$16,428	\$23.4693	\$13,143	\$18.7754			
\$2,775	\$87.1957	\$2,313	\$72.6631	\$1,850	\$58.1305			
\$3,473	\$97.0294	\$2,894	\$80.8579	\$2,315	\$64.6863			
\$4,443	\$81.0946	\$3,703	\$67.5788	\$2,962	\$54.0631			
\$6,065	\$49.9812	\$5,054	\$41.6510	\$4,043	\$33.3208			
\$9,064	\$24.4739	\$7,553	\$20.3949	\$6,043	\$16.3159			
\$11,511	\$57.5560	\$9,593	\$47.9634	\$7,674	\$38.3707			
\$2,879	\$36.1791	\$2,399	\$30.1492	\$1,919	\$24.1194			
\$3,602	\$40.2806	\$3,002	\$33.5671	\$2,402	\$26.8537			
\$4,609	\$33.6572	\$3,841	\$28.0477	\$3,073	\$22.4381			
\$6,292	\$20.7523	\$5,243	\$17.2936	\$4,195	\$13.8348			
\$9,405	\$10.1290	\$7,838	\$8.4409	\$6,270	\$6.7527			
\$11,937	\$23.8746	\$9,948	\$19.8955	\$7,958	\$15.9164			
\$3,544	\$45.1329	\$2,953	\$37.6107	\$2,363	\$30.0886			
\$4,447	\$51.1474	\$3,706	\$42.6229	\$2,964	\$34.0983			
\$5,725	\$41.9329	\$4,771	\$34.9441	\$3,817	\$27.9553			
\$7,822	\$25.3630	\$6,518	\$21.1358	\$5,215	\$16.9087			
\$11,626	\$12.7306	\$9,689	\$10.6088	\$7,751	\$8.4870			
\$14,809	\$29.6181	\$12,341	\$24.6817	\$9,873	\$19.7454			
\$5,492	\$34.2166	\$4,577	\$28.5139	\$3,661	\$22.8111			
\$6,861	\$37.5855	\$5,717	\$31.3212	\$4,574	\$25.0570			
\$8,740	\$31.8351	\$7,283	\$26.5292	\$5,827	\$21.2234			
\$11,923	\$19.8666	\$9,936	\$16.5555	\$7,949	\$13.2444			
\$17,883	\$9.5782	\$14,903	\$7.9819	\$11,922	\$6.3855			
\$22,673	\$22.6725	\$18,894	\$18.8938	\$15,115	\$15.1150			
\$14,256	\$3.8163	\$11,880	\$3.1802	\$9,504	\$2.5442			
\$17,309	\$3.7297	\$14,424	\$3.1081	\$11,539	\$2.4865			
\$21,039	\$2.5288	\$17,532	\$2.1073	\$14,026	\$1.6859			
\$26,096	\$1.0200	\$21,747	\$0.8500	\$17,397	\$0.6800			
\$32,216	\$0.8660	\$26,847	\$0.7217	\$21,477	\$0.5774			
\$40,876	\$2.0438	\$34,064	\$1.7032	\$27,251	\$1.3625			
\$2,152	\$66.4328	\$1,793	\$55.3606	\$1,434	\$44.2885			
\$2,683	\$72.1399	\$2,236	\$60.1166	\$1,789	\$48.0933			
\$3,405	\$61.9035	\$2,837	\$51.5862	\$2,270	\$41.2690			
\$4,643	\$39.0462	\$3,869	\$32.5385	\$3,095	\$26.0308			
\$6,985	\$18.5503	\$5,821	\$15.4585	\$4,657	\$12.3668			

IBC Class	IBC Occupancy Type	Project Size Threshold
-	-	20,000
E	Educational—Group Occupancy	1,000
-	6+ persons, up to the 12th Grade	5,000
-	-	10,000
-	-	20,000
-	-	50,000
-	-	100,000
E	Educational—Day Care	500
-	5+ children, older than 2 1/2 yrs	2,500
-	-	5,000
-	-	10,000
-	-	25,000
-	-	50,000
E	E Occupancy Tenant Improvements	1,000
-	-	5,000
-	-	10,000
-	-	20,000
-	-	50,000
-	-	100,000
F-1	Factory Industrial—Moderate Hazard	4,000
-	-	20,000
-	-	40,000
-	-	80,000
-	-	200,000
-	-	400,000
F-2	Factory Industrial—Low Hazard	3,000
-	-	15,000
-	-	30,000
-	-	60,000
-	-	150,000
-	-	300,000
F	F Occupancy Tenant Improvements	2,000
-	-	10,000
-	-	20,000
-	-	40,000
-	-	100,000

Construction Type IA, IB		Construction Type IIA, IIB, IIIA, IIIB, IV		Construction Type VA, VB	
Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *
\$8,840	\$44.2019	\$7,367	\$36.8349	\$5,894	\$29.4679
\$4,673	\$29.6484	\$3,894	\$24.7070	\$3,115	\$19.7656
\$5,859	\$33.4459	\$4,882	\$27.8716	\$3,906	\$22.2973
\$7,531	\$27.5742	\$6,276	\$22.9785	\$5,021	\$18.3828
\$10,288	\$16.7432	\$8,574	\$13.9526	\$6,859	\$11.1621
\$15,311	\$8.3831	\$12,759	\$6.9859	\$10,208	\$5.5887
\$19,503	\$19.5029	\$16,252	\$16.2524	\$13,002	\$13.0019
\$3,241	\$39.9714	\$2,700	\$33.3095	\$2,160	\$26.6476
\$4,040	\$43.3705	\$3,367	\$36.1421	\$2,693	\$28.9137
\$5,124	\$37.2564	\$4,270	\$31.0470	\$3,416	\$24.8376
\$6,987	\$23.5386	\$5,823	\$19.6155	\$4,658	\$15.6924
\$10,518	\$11.1717	\$8,765	\$9.3098	\$7,012	\$7.4478
\$13,311	\$26.6216	\$11,092	\$22.1847	\$8,874	\$17.7477
\$2,263	\$14.1508	\$1,886	\$11.7924	\$1,509	\$9.4339
\$2,829	\$15.6404	\$2,358	\$13.0337	\$1,886	\$10.4269
\$3,611	\$13.1809	\$3,009	\$10.9841	\$2,408	\$8.7873
\$4,929	\$8.1637	\$4,108	\$6.8031	\$3,286	\$5.4425
\$7,379	\$3.9837	\$6,149	\$3.3198	\$4,919	\$2.6558
\$9,370	\$9.3704	\$7,809	\$7.8087	\$6,247	\$6.2469
\$5,790	\$7.7527	\$4,825	\$6.4605	\$3,860	\$5.1684
\$7,031	\$7.5795	\$5,859	\$6.3162	\$4,687	\$5.0530
\$8,547	\$5.1546	\$7,122	\$4.2955	\$5,698	\$3.4364
\$10,608	\$2.0600	\$8,840	\$1.7167	\$7,072	\$1.3733
\$13,080	\$1.7459	\$10,900	\$1.4549	\$8,720	\$1.1639
\$16,572	\$4.1431	\$13,810	\$3.4526	\$11,048	\$2.7620
\$4,470	\$9.2578	\$3,725	\$7.7148	\$2,980	\$6.1719
\$5,581	\$10.1498	\$4,651	\$8.4582	\$3,720	\$6.7665
\$7,103	\$8.6083	\$5,919	\$7.1736	\$4,735	\$5.7389
\$9,686	\$5.4040	\$8,071	\$4.5033	\$6,457	\$3.6027
\$14,549	\$2.5981	\$12,124	\$2.1651	\$9,699	\$1.7321
\$18,446	\$6.1488	\$15,372	\$5.1240	\$12,298	\$4.0992
\$2,215	\$6.9594	\$1,845	\$5.7995	\$1,476	\$4.6396
\$2,771	\$7.7319	\$2,309	\$6.4432	\$1,848	\$5.1546
\$3,544	\$6.4709	\$2,954	\$5.3924	\$2,363	\$4.3140
\$4,839	\$3.9906	\$4,032	\$3.3255	\$3,226	\$2.6604
\$7,233	\$1.9399	\$6,028	\$1.6166	\$4,822	\$1.2933

IBC Class	IBC Occupancy Type	Project Size Threshold
-	-	200,000
H-1	High Hazard Group H-1	1,000
-	Pose a detonation hazard	5,000
-	-	10,000
-	-	20,000
-	-	50,000
-	-	100,000
H-2	High Hazard Group H-2	2,000
-	Pose a deflagration hazard	10,000
-	-	20,000
-	-	40,000
-	-	100,000
-	-	200,000
H-3	High Hazard Group H-3	800
-	Readily support combustion	4,000
-	-	8,000
-	-	16,000
-	-	40,000
-	-	80,000
H-4	High Hazard Group H-4	1,000
-	Pose health hazards	5,000
-	-	10,000
-	-	20,000
-	-	50,000
-	-	100,000
H-5	High Hazard Group H-5	1,000
-	Semiconductor Fabrication, R&D	5,000
-	-	10,000
-	-	20,000
-	-	50,000
-	-	100,000
H	H Occupancy Tenant Improvements	1,000
-	-	5,000
-	-	10,000
-	-	20,000
-	-	50,000

Construction Type IA, IB		Construction Type IIA, IIB, IIIA, IIIB, IV		Construction Type VA, VB	
Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *
\$9,173	\$4.5865	\$7,644	\$3.8221	\$6,115	\$3.0576
\$3,702	\$21.8700	\$3,085	\$18.2250	\$2,468	\$14.5800
\$4,577	\$22.2164	\$3,814	\$18.5137	\$3,051	\$14.8110
\$5,688	\$20.4613	\$4,740	\$17.0511	\$3,792	\$13.6409
\$7,734	\$13.6909	\$6,445	\$11.4091	\$5,156	\$9.1273
\$11,841	\$6.0160	\$9,868	\$5.0133	\$7,894	\$4.0107
\$14,849	\$14.8494	\$12,375	\$12.3745	\$9,900	\$9.8996
\$4,101	\$12.2698	\$3,417	\$10.2249	\$2,734	\$8.1799
\$5,083	\$12.7756	\$4,235	\$10.6463	\$3,388	\$8.5171
\$6,360	\$11.4315	\$5,300	\$9.5263	\$4,240	\$7.6210
\$8,646	\$7.5517	\$7,205	\$6.2931	\$5,764	\$5.0345
\$13,177	\$3.3671	\$10,981	\$2.8059	\$8,785	\$2.2447
\$16,545	\$8.2723	\$13,787	\$6.8936	\$11,030	\$5.5148
\$4,459	\$33.9872	\$3,716	\$28.3226	\$2,973	\$22.6581
\$5,547	\$36.1998	\$4,622	\$30.1665	\$3,698	\$24.1332
\$6,995	\$31.6619	\$5,829	\$26.3849	\$4,663	\$21.1079
\$9,528	\$20.3458	\$7,940	\$16.9548	\$6,352	\$13.5639
\$14,411	\$9.4570	\$12,009	\$7.8808	\$9,607	\$6.3047
\$18,193	\$22.7418	\$15,161	\$18.9515	\$12,129	\$15.1612
\$4,443	\$26.2440	\$3,702	\$21.8700	\$2,962	\$17.4960
\$5,493	\$26.6597	\$4,577	\$22.2164	\$3,662	\$17.7731
\$6,826	\$24.5535	\$5,688	\$20.4613	\$4,550	\$16.3690
\$9,281	\$16.4291	\$7,734	\$13.6909	\$6,187	\$10.9527
\$14,210	\$7.2192	\$11,841	\$6.0160	\$9,473	\$4.8128
\$17,819	\$17.8193	\$14,849	\$14.8494	\$11,880	\$11.8796
\$4,443	\$26.2440	\$3,702	\$21.8700	\$2,962	\$17.4960
\$5,493	\$26.6597	\$4,577	\$22.2164	\$3,662	\$17.7731
\$6,826	\$24.5535	\$5,688	\$20.4613	\$4,550	\$16.3690
\$9,281	\$16.4291	\$7,734	\$13.6909	\$6,187	\$10.9527
\$14,210	\$7.2192	\$11,841	\$6.0160	\$9,473	\$4.8128
\$17,819	\$17.8193	\$14,849	\$14.8494	\$11,880	\$11.8796
\$2,286	\$13.9742	\$1,905	\$11.6451	\$1,524	\$9.3161
\$2,845	\$14.9926	\$2,371	\$12.4939	\$1,896	\$9.9951
\$3,594	\$13.0250	\$2,995	\$10.8542	\$2,396	\$8.6833
\$4,897	\$8.3416	\$4,081	\$6.9513	\$3,265	\$5.5610
\$7,399	\$3.9075	\$6,166	\$3.2563	\$4,933	\$2.6050

IBC Class	IBC Occupancy Type	Project Size Threshold
-	-	100,000
I-1	Institutional—7+ persons, ambulatory	2,000
-	-	10,000
-	-	20,000
-	-	40,000
-	-	100,000
-	-	200,000
I-2	Institutional—6+ persons, non-ambulatory	2,000
-	-	10,000
-	-	20,000
-	-	40,000
-	-	100,000
-	-	200,000
I-3	Institutional—6+ persons, restrained	2,000
-	-	10,000
-	-	20,000
-	-	40,000
-	-	100,000
-	-	200,000
I-4	Institutional—6+ persons, day care	1,000
-	-	5,000
-	-	10,000
-	-	20,000
-	-	50,000
-	-	100,000
I	I Occupancy Tenant Improvements	1,000
-	-	5,000
-	-	10,000
-	-	20,000
-	-	50,000
-	-	100,000
L	Labs (California ONLY)	2,000
-	-	10,000
-	-	20,000
-	-	40,000
-	-	100,000

Construction Type IA, IB		Construction Type IIA, IIB, IIIA, IIIB, IV		Construction Type VA, VB	
Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *
\$9,353	\$9.3531	\$7,794	\$7.7942	\$6,235	\$6.2354
\$5,190	\$15.1139	\$4,325	\$12.5949	\$3,460	\$10.0759
\$6,399	\$15.0203	\$5,332	\$12.5169	\$4,266	\$10.0136
\$7,901	\$14.1474	\$6,584	\$11.7895	\$5,267	\$9.4316
\$10,730	\$9.6671	\$8,942	\$8.0560	\$7,154	\$6.4448
\$16,531	\$4.1154	\$13,776	\$3.4295	\$11,020	\$2.7436
\$20,646	\$10.3230	\$17,205	\$8.6025	\$13,764	\$6.8820
\$6,487	\$18.8923	\$5,406	\$15.7436	\$4,325	\$12.5949
\$7,999	\$18.7754	\$6,666	\$15.6462	\$5,332	\$12.5169
\$9,876	\$17.6842	\$8,230	\$14.7369	\$6,584	\$11.7895
\$13,413	\$12.0839	\$11,177	\$10.0699	\$8,942	\$8.0560
\$20,663	\$5.1442	\$17,219	\$4.2868	\$13,776	\$3.4295
\$25,808	\$12.9038	\$21,506	\$10.7531	\$17,205	\$8.6025
\$6,380	\$18.6282	\$5,317	\$15.5235	\$4,253	\$12.4188
\$7,870	\$18.6022	\$6,559	\$15.5018	\$5,247	\$12.4015
\$9,731	\$17.4071	\$8,109	\$14.5059	\$6,487	\$11.6047
\$13,212	\$11.8703	\$11,010	\$9.8919	\$8,808	\$7.9135
\$20,334	\$5.0922	\$16,945	\$4.2435	\$13,556	\$3.3948
\$25,426	\$12.7132	\$21,189	\$10.5944	\$16,951	\$8.4755
\$4,916	\$28.9036	\$4,096	\$24.0863	\$3,277	\$19.2691
\$6,072	\$29.1850	\$5,060	\$24.3209	\$4,048	\$19.4567
\$7,531	\$27.0200	\$6,276	\$22.5167	\$5,021	\$18.0133
\$10,233	\$18.2269	\$8,527	\$15.1891	\$6,822	\$12.1513
\$15,701	\$7.9501	\$13,084	\$6.6251	\$10,467	\$5.3001
\$19,676	\$19.6761	\$16,397	\$16.3967	\$13,117	\$13.1174
\$2,254	\$13.7213	\$1,878	\$11.4344	\$1,502	\$9.1475
\$2,802	\$14.6462	\$2,335	\$12.2052	\$1,868	\$9.7641
\$3,535	\$12.8172	\$2,946	\$10.6810	\$2,357	\$8.5448
\$4,816	\$8.2399	\$4,014	\$6.8666	\$3,211	\$5.4933
\$7,288	\$3.8244	\$6,074	\$3.1870	\$4,859	\$2.5496
\$9,201	\$9.2006	\$7,667	\$7.6672	\$6,134	\$6.1338
\$5,457	\$15.7374	\$4,548	\$13.1145	\$3,638	\$10.4916
\$6,716	\$15.3667	\$5,597	\$12.8056	\$4,477	\$10.2445
\$8,253	\$14.7155	\$6,877	\$12.2629	\$5,502	\$9.8103
\$11,196	\$10.2075	\$9,330	\$8.5063	\$7,464	\$6.8050
\$17,321	\$4.2678	\$14,434	\$3.5565	\$11,547	\$2.8452

IBC Class	IBC Occupancy Type	Project Size Threshold
-	-	200,000
M	Mercantile—Department & Drug Store	1,650
-	-	8,250
-	-	16,500
-	-	33,000
-	-	82,500
-	-	165,000
M	Mercantile—Market	2,000
-	-	10,000
-	-	20,000
-	-	40,000
-	-	100,000
-	-	200,000
M	Mercantile—Motor fuel-dispensing	400
-	-	2,000
-	-	4,000
-	-	8,000
-	-	20,000
-	-	40,000
M	Mercantile—Retail or wholesale store	1,000
-	-	5,000
-	-	10,000
-	-	20,000
-	-	50,000
-	-	100,000
M	M Occupancy Tenant Improvements	300
-	-	1,500
-	-	3,000
-	-	6,000
-	-	15,000
-	-	30,000
R-1	Residential—Transient	2,000
-	Boarding Houses, Hotels, Motels	10,000
-	-	20,000
-	-	40,000
-	-	100,000

Construction Type IA, IB		Construction Type IIA, IIB, IIIA, IIIB, IV		Construction Type VA, VB	
Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *
\$21,588	\$10.7941	\$17,990	\$8.9951	\$14,392	\$7.1961
\$5,504	\$20.0528	\$4,587	\$16.7107	\$3,669	\$13.3685
\$6,827	\$20.9578	\$5,690	\$17.4648	\$4,552	\$13.9719
\$8,557	\$18.7061	\$7,130	\$15.5885	\$5,704	\$12.4708
\$11,643	\$12.2456	\$9,703	\$10.2047	\$7,762	\$8.1637
\$17,705	\$5.5599	\$14,754	\$4.6332	\$11,803	\$3.7066
\$22,291	\$13.5100	\$18,576	\$11.2583	\$14,861	\$9.0067
\$4,834	\$14.3544	\$4,028	\$11.9620	\$3,223	\$9.5696
\$5,983	\$14.7571	\$4,985	\$12.2976	\$3,988	\$9.8380
\$7,458	\$13.4234	\$6,215	\$11.1862	\$4,972	\$8.9489
\$10,143	\$8.9027	\$8,452	\$7.4189	\$6,762	\$5.9352
\$15,485	\$3.9491	\$12,904	\$3.2909	\$10,323	\$2.6327
\$19,434	\$9.7168	\$16,195	\$8.0973	\$12,956	\$6.4779
\$4,106	\$62.7998	\$3,422	\$52.3332	\$2,737	\$41.8665
\$5,111	\$67.3075	\$4,259	\$56.0896	\$3,407	\$44.8716
\$6,457	\$58.5433	\$5,381	\$48.7861	\$4,305	\$39.0289
\$8,799	\$37.4411	\$7,332	\$31.2010	\$5,866	\$24.9608
\$13,292	\$17.4417	\$11,076	\$14.5348	\$8,861	\$11.6278
\$16,780	\$41.9503	\$13,983	\$34.9585	\$11,187	\$27.9668
\$9,100	\$53.4424	\$7,583	\$44.5353	\$6,067	\$35.6283
\$11,238	\$53.7975	\$9,365	\$44.8312	\$7,492	\$35.8650
\$13,927	\$49.9696	\$11,606	\$41.6414	\$9,285	\$33.3131
\$18,924	\$33.7692	\$15,770	\$28.1410	\$12,616	\$22.5128
\$29,055	\$14.6358	\$24,213	\$12.1965	\$19,370	\$9.7572
\$36,373	\$36.3731	\$30,311	\$30.3109	\$24,249	\$24.2487
\$2,704	\$54.7891	\$2,254	\$45.6576	\$1,803	\$36.5260
\$3,362	\$58.2315	\$2,802	\$48.5263	\$2,241	\$38.8210
\$4,235	\$51.1128	\$3,529	\$42.5940	\$2,824	\$34.0752
\$5,769	\$32.9551	\$4,807	\$27.4626	\$3,846	\$21.9701
\$8,735	\$15.2074	\$7,279	\$12.6728	\$5,823	\$10.1383
\$11,016	\$36.7195	\$9,180	\$30.5996	\$7,344	\$24.4796
\$5,717	\$16.3679	\$4,765	\$13.6399	\$3,812	\$10.9119
\$7,027	\$15.7790	\$5,856	\$13.1491	\$4,685	\$10.5193
\$8,605	\$15.3460	\$7,171	\$12.7883	\$5,737	\$10.2306
\$11,674	\$10.7098	\$9,728	\$8.9249	\$7,783	\$7.1399
\$18,100	\$4.4514	\$15,083	\$3.7095	\$12,067	\$2.9676

IBC Class	IBC Occupancy Type	Project Size Threshold
-	-	200,000
R-2	Residential—Permanent, 2+ Dwellings	1,250
-	Apartment, Dormitory, Timeshare	6,250
-	-	12,500
-	-	25,000
-	-	62,500
-	-	125,000
R-3	Dwellings—Custom Homes	1,500
-	-	2,500
-	-	3,500
-	-	4,500
-	-	6,500
-	-	10,000
R-3	Dwellings—Models, First Master Plan	1,000
-	-	1,600
-	-	2,500
-	-	3,000
-	-	4,000
-	-	6,500
R-3	Dwellings—Production Phase of Master Plan (repeats)	1,000
-	-	1,600
-	-	2,500
-	-	3,000
-	-	4,000
-	-	6,500
R-3	Dwellings—Alternate Materials	1,500
-	-	2,500
-	-	3,500
-	-	4,500
-	-	6,500
-	-	10,000
R-3	Dwellings—Hillside - Custom Homes	1,500
-	-	2,500
-	-	3,500
-	-	4,500
-	-	6,500

Construction Type IA, IB		Construction Type IIA, IIB, IIIA, IIIB, IV		Construction Type VA, VB	
Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *
\$22,551	\$11.2756	\$18,793	\$9.3964	\$15,034	\$7.5171
\$4,554	\$21.7849	\$3,795	\$18.1540	\$3,036	\$14.5232
\$5,643	\$22.6033	\$4,703	\$18.8360	\$3,762	\$15.0688
\$7,056	\$20.3516	\$5,880	\$16.9597	\$4,704	\$13.5677
\$9,600	\$13.4003	\$8,000	\$11.1669	\$6,400	\$8.9335
\$14,625	\$6.0449	\$12,187	\$5.0374	\$9,750	\$4.0299
\$18,403	\$14.7224	\$15,336	\$12.2687	\$12,269	\$9.8150
\$3,515	\$33.2640	\$2,929	\$27.7200	\$2,343	\$22.1760
\$3,847	\$48.6533	\$3,206	\$40.5444	\$2,565	\$32.4355
\$4,334	\$49.7791	\$3,612	\$41.4826	\$2,889	\$33.1861
\$4,832	\$29.5185	\$4,026	\$24.5987	\$3,221	\$19.6790
\$5,422	\$19.4287	\$4,518	\$16.1905	\$3,615	\$12.9524
\$6,102	\$61.0201	\$5,085	\$50.8501	\$4,068	\$40.6801
\$3,785	\$50.7029	\$3,154	\$42.2524	\$2,523	\$33.8019
\$4,089	\$51.2129	\$3,407	\$42.6774	\$2,726	\$34.1419
\$4,550	\$86.0656	\$3,791	\$71.7213	\$3,033	\$57.3770
\$4,980	\$62.0074	\$4,150	\$51.6728	\$3,320	\$41.3383
\$5,600	\$24.2660	\$4,667	\$20.2217	\$3,733	\$16.1773
\$6,207	\$95.4879	\$5,172	\$79.5733	\$4,138	\$63.6586
\$2,831	\$20.3862	\$2,359	\$16.9885	\$1,887	\$13.5908
\$2,953	\$31.0576	\$2,461	\$25.8813	\$1,969	\$20.7051
\$3,233	\$49.7098	\$2,694	\$41.4249	\$2,155	\$33.1399
\$3,481	\$43.8555	\$2,901	\$36.5463	\$2,321	\$29.2370
\$3,920	\$13.3818	\$3,267	\$11.1515	\$2,613	\$8.9212
\$4,255	\$65.4542	\$3,545	\$54.5451	\$2,836	\$43.6361
\$4,094	\$41.2315	\$3,412	\$34.3595	\$2,729	\$27.4876
\$4,506	\$55.0099	\$3,755	\$45.8416	\$3,004	\$36.6733
\$5,056	\$52.3426	\$4,214	\$43.6188	\$3,371	\$34.8950
\$5,580	\$34.5501	\$4,650	\$28.7917	\$3,720	\$23.0334
\$6,271	\$21.4527	\$5,226	\$17.8772	\$4,181	\$14.3018
\$7,022	\$70.2173	\$5,851	\$58.5144	\$4,681	\$46.8115
\$3,833	\$39.2829	\$3,194	\$32.7357	\$2,555	\$26.1886
\$4,226	\$54.7588	\$3,521	\$45.6323	\$2,817	\$36.5058
\$4,773	\$55.7893	\$3,978	\$46.4911	\$3,182	\$37.1929
\$5,331	\$32.5712	\$4,443	\$27.1427	\$3,554	\$21.7141
\$5,983	\$22.0168	\$4,986	\$18.3474	\$3,988	\$14.6779

IBC Class	IBC Occupancy Type	Project Size Threshold
-	-	10,000
R-3	Dwellings—Hillside - Models, First Master	1,500
-	Plan	2,500
-	-	3,500
-	-	4,500
-	-	6,500
-	-	10,000
R-3	Dwellings—Hillside - Production Phase	1,500
-	of Master Plan (repeats)	2,500
-	-	3,500
-	-	4,500
-	-	6,500
-	-	10,000
R-3	Dwellings—Hillside - Alternate Materials	1,500
-	-	2,500
-	-	3,500
-	-	4,500
-	-	6,500
-	-	10,000
R-4	Residential—Assisted Living (6-16 persons)	1,500
-	-	7,500
-	-	15,000
-	-	30,000
-	-	75,000
-	-	150,000
R	R Occupancy Tenant Improvements	1,000
-	-	5,000
-	-	10,000
-	-	20,000
-	-	50,000
-	-	100,000
S-1	Storage—Moderate Hazard	1,000
-	-	5,000
-	-	10,000
-	-	20,000
-	-	50,000

Construction Type IA, IB		Construction Type IIA, IIB, IIIA, IIIB, IV		Construction Type VA, VB	
Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *
\$6,753	\$67.5326	\$5,628	\$56.2772	\$4,502	\$45.0218
\$3,833	\$39.2829	\$3,194	\$32.7357	\$2,555	\$26.1886
\$4,226	\$54.7588	\$3,521	\$45.6323	\$2,817	\$36.5058
\$4,773	\$55.7893	\$3,978	\$46.4911	\$3,182	\$37.1929
\$5,331	\$32.5712	\$4,443	\$27.1427	\$3,554	\$21.7141
\$5,983	\$22.0168	\$4,986	\$18.3474	\$3,988	\$14.6779
\$6,753	\$67.5326	\$5,628	\$56.2772	\$4,502	\$45.0218
\$2,613	\$16.0734	\$2,178	\$13.3945	\$1,742	\$10.7156
\$2,774	\$31.4800	\$2,312	\$26.2333	\$1,849	\$20.9867
\$3,089	\$32.5972	\$2,574	\$27.1643	\$2,059	\$21.7315
\$3,415	\$20.9405	\$2,846	\$17.4504	\$2,276	\$13.9603
\$3,833	\$12.0625	\$3,195	\$10.0521	\$2,556	\$8.0417
\$4,256	\$42.5565	\$3,546	\$35.4637	\$2,837	\$28.3710
\$3,686	\$35.3858	\$3,072	\$29.4882	\$2,457	\$23.5905
\$4,040	\$51.2687	\$3,367	\$42.7239	\$2,693	\$34.1791
\$4,553	\$52.5244	\$3,794	\$43.7703	\$3,035	\$35.0163
\$5,078	\$31.0513	\$4,232	\$25.8761	\$3,385	\$20.7009
\$5,699	\$20.5718	\$4,749	\$17.1432	\$3,799	\$13.7145
\$6,419	\$64.1898	\$5,349	\$53.4915	\$4,279	\$42.7932
\$4,882	\$19.1088	\$4,069	\$15.9240	\$3,255	\$12.7392
\$6,029	\$19.2431	\$5,024	\$16.0359	\$4,019	\$12.8287
\$7,472	\$17.8401	\$6,227	\$14.8668	\$4,981	\$11.8934
\$10,148	\$12.0897	\$8,457	\$10.0748	\$6,765	\$8.0598
\$15,588	\$5.2308	\$12,990	\$4.3590	\$10,392	\$3.4872
\$19,512	\$13.0077	\$16,260	\$10.8397	\$13,008	\$8.6718
\$2,509	\$15.9782	\$2,091	\$13.3151	\$1,673	\$10.6521
\$3,148	\$18.1346	\$2,623	\$15.1121	\$2,099	\$12.0897
\$4,055	\$14.8437	\$3,379	\$12.3697	\$2,703	\$9.8958
\$5,539	\$8.9605	\$4,616	\$7.4671	\$3,693	\$5.9736
\$8,227	\$4.5033	\$6,856	\$3.7528	\$5,485	\$3.0022
\$10,479	\$10.4789	\$8,732	\$8.7324	\$6,986	\$6.9859
\$1,813	\$10.9847	\$1,511	\$9.1539	\$1,209	\$7.3231
\$2,252	\$11.5978	\$1,877	\$9.6648	\$1,502	\$7.7319
\$2,832	\$10.2537	\$2,360	\$8.5448	\$1,888	\$6.8358
\$3,858	\$6.6326	\$3,215	\$5.5272	\$2,572	\$4.4217
\$5,847	\$3.0484	\$4,873	\$2.5403	\$3,898	\$2.0323

IBC Class	IBC Occupancy Type	Project Size Threshold
-	-	100,000
S-1	Storage—Moderate Hazard, Repair Garage	500
-	Motor Vehicles (not High Hazard)	2,500
-	-	5,000
-	-	10,000
-	-	25,000
-	-	50,000
S-2	Storage—Low Hazard	500
-	-	2,500
-	-	5,000
-	-	10,000
-	-	25,000
-	-	50,000
S-2	Storage—Low Hazard, Aircraft Hangar	1,000
-	-	5,000
-	-	10,000
-	-	20,000
-	-	50,000
-	-	100,000
S-2	Storage—Low Hazard, Parking Garages	1,000
-	Open or Enclosed	5,000
-	-	10,000
-	-	20,000
-	-	50,000
-	-	100,000
S	S Occupancy Tenant Improvements	1,000
-	-	5,000
-	-	10,000
-	-	20,000
-	-	50,000
-	-	100,000
U	Accessory—Agricultural Building	600
-	-	3,000
-	-	6,000
-	-	12,000
-	-	30,000

Construction Type IA, IB		Construction Type IIA, IIB, IIIA, IIIB, IV		Construction Type VA, VB	
Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *
\$7,372	\$7.3716	\$6,143	\$6.1430	\$4,914	\$4.9144
\$1,940	\$23.5524	\$1,616	\$19.6270	\$1,293	\$15.7016
\$2,411	\$24.9831	\$2,009	\$20.8192	\$1,607	\$16.6554
\$3,035	\$21.9901	\$2,529	\$18.3251	\$2,023	\$14.6601
\$4,135	\$14.1890	\$3,446	\$11.8241	\$2,756	\$9.4593
\$6,263	\$6.5402	\$5,219	\$5.4502	\$4,175	\$4.3601
\$7,898	\$15.7963	\$6,582	\$13.1636	\$5,265	\$10.5309
\$2,979	\$35.0307	\$2,483	\$29.1923	\$1,986	\$23.3538
\$3,680	\$35.3685	\$3,066	\$29.4737	\$2,453	\$23.5790
\$4,564	\$32.7704	\$3,803	\$27.3087	\$3,043	\$21.8469
\$6,202	\$22.0721	\$5,169	\$18.3934	\$4,135	\$14.7147
\$9,513	\$9.6129	\$7,928	\$8.0107	\$6,342	\$6.4086
\$11,917	\$23.8330	\$9,930	\$19.8608	\$7,944	\$15.8887
\$2,979	\$17.5154	\$2,483	\$14.5961	\$1,986	\$11.6769
\$3,680	\$17.6842	\$3,066	\$14.7369	\$2,453	\$11.7895
\$4,564	\$16.3679	\$3,803	\$13.6399	\$3,043	\$10.9119
\$6,201	\$11.0563	\$5,167	\$9.2135	\$4,134	\$7.3708
\$9,518	\$4.7978	\$7,931	\$3.9981	\$6,345	\$3.1985
\$11,917	\$11.9165	\$9,930	\$9.9304	\$7,944	\$7.9443
\$2,531	\$15.1589	\$2,109	\$12.6324	\$1,687	\$10.1059
\$3,137	\$15.7409	\$2,614	\$13.1174	\$2,091	\$10.4939
\$3,924	\$14.1612	\$3,270	\$11.8010	\$2,616	\$9.4408
\$5,340	\$9.3115	\$4,450	\$7.7596	\$3,560	\$6.2077
\$8,134	\$4.1846	\$6,778	\$3.4872	\$5,422	\$2.7898
\$10,226	\$10.2260	\$8,522	\$8.5217	\$6,817	\$6.8173
\$1,713	\$10.4096	\$1,428	\$8.6747	\$1,142	\$6.9397
\$2,130	\$11.0678	\$1,775	\$9.2232	\$1,420	\$7.3785
\$2,683	\$9.7168	\$2,236	\$8.0973	\$1,789	\$6.4779
\$3,655	\$6.2642	\$3,046	\$5.2202	\$2,436	\$4.1762
\$5,534	\$2.8925	\$4,612	\$2.4104	\$3,689	\$1.9283
\$6,980	\$6.9802	\$5,817	\$5.8168	\$4,653	\$4.6534
\$2,277	\$23.6511	\$1,898	\$19.7093	\$1,518	\$15.7674
\$2,845	\$25.9981	\$2,371	\$21.6651	\$1,897	\$17.3320
\$3,625	\$21.9970	\$3,021	\$18.3309	\$2,417	\$14.6647
\$4,945	\$13.7525	\$4,121	\$11.4604	\$3,296	\$9.1683
\$7,420	\$6.5818	\$6,183	\$5.4848	\$4,947	\$4.3879

IBC Class	IBC Occupancy Type	Project Size Threshold
-	-	20,000
-	-	50,000
-	-	100,000
A-2	Shell: Assembly—Food & Drink	1,000
-	-	5,000
-	-	10,000
-	-	20,000
-	-	50,000
-	-	100,000
B	Shell: Business—Clinic, Outpatient	1,000
-	-	5,000
-	-	10,000
-	-	20,000
-	-	50,000
-	-	100,000
B	Shell: Business—Professional Office	1,000
-	-	5,000
-	-	10,000
-	-	20,000
-	-	50,000
-	-	100,000
M	Shell: Mercantile—Department & Drug Store	1,000
-	-	5,000
-	-	10,000
-	-	20,000
-	-	50,000
-	-	100,000
-	Other Shell Building	1,000
-	-	5,000
-	-	10,000
-	-	20,000
-	-	50,000
-	-	100,000

Construction Type IA, IB		Construction Type IIA, IIB, IIIA, IIIB, IV		Construction Type VA, VB	
Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *
\$4,265	\$7.3993	\$3,554	\$6.1661	\$2,843	\$4.9329
\$6,485	\$3.3532	\$5,404	\$2.7944	\$4,323	\$2.2355
\$8,161	\$8.1614	\$6,801	\$6.8012	\$5,441	\$5.4409
\$2,357	\$13.8010	\$1,964	\$11.5008	\$1,571	\$9.2006
\$2,909	\$13.8703	\$2,424	\$11.5585	\$1,939	\$9.2468
\$3,603	\$12.9142	\$3,002	\$10.7618	\$2,402	\$8.6094
\$4,894	\$8.7665	\$4,078	\$7.3054	\$3,263	\$5.8443
\$7,524	\$3.7689	\$6,270	\$3.1408	\$5,016	\$2.5126
\$9,408	\$9.4085	\$7,840	\$7.8404	\$6,272	\$6.2723
\$2,946	\$17.2512	\$2,455	\$14.3760	\$1,964	\$11.5008
\$3,636	\$17.3378	\$3,030	\$14.4482	\$2,424	\$11.5585
\$4,503	\$16.1427	\$3,753	\$13.4523	\$3,002	\$10.7618
\$6,118	\$10.9581	\$5,098	\$9.1318	\$4,078	\$7.3054
\$9,405	\$4.7112	\$7,838	\$3.9260	\$6,270	\$3.1408
\$11,761	\$11.7606	\$9,801	\$9.8005	\$7,840	\$7.8404
\$2,946	\$17.2512	\$2,455	\$14.3760	\$1,964	\$11.5008
\$3,636	\$17.3378	\$3,030	\$14.4482	\$2,424	\$11.5585
\$4,503	\$16.1427	\$3,753	\$13.4523	\$3,002	\$10.7618
\$6,118	\$10.9581	\$5,098	\$9.1318	\$4,078	\$7.3054
\$9,405	\$4.7112	\$7,838	\$3.9260	\$6,270	\$3.1408
\$11,761	\$11.7606	\$9,801	\$9.8005	\$7,840	\$7.8404
\$2,946	\$17.2512	\$2,455	\$14.3760	\$1,964	\$11.5008
\$3,636	\$17.3378	\$3,030	\$14.4482	\$2,424	\$11.5585
\$4,503	\$16.1427	\$3,753	\$13.4523	\$3,002	\$10.7618
\$6,118	\$10.9581	\$5,098	\$9.1318	\$4,078	\$7.3054
\$9,405	\$4.7112	\$7,838	\$3.9260	\$6,270	\$3.1408
\$11,761	\$11.7606	\$9,801	\$9.8005	\$7,840	\$7.8404
\$2,946	\$17.2512	\$2,455	\$14.3760	\$1,964	\$11.5008
\$3,636	\$17.3378	\$3,030	\$14.4482	\$2,424	\$11.5585
\$4,503	\$16.1427	\$3,753	\$13.4523	\$3,002	\$10.7618
\$6,118	\$10.9581	\$5,098	\$9.1318	\$4,078	\$7.3054
\$9,405	\$4.7112	\$7,838	\$3.9260	\$6,270	\$3.1408
\$11,761	\$11.7606	\$9,801	\$9.8005	\$7,840	\$7.8404

* Each additional 100 square feet, or portion thereof, up to the next highest project size threshold.

CITY OF MADERA, CA

Building Department - FY 17/18

100%

MECHANICAL, ELECTRICAL & PLUMBING PERMITS - TOTAL COST

FEE TYPES	FEE DESCRIPTIONS	FY 17/18 100% Cost
ADMINISTRATIVE AND MISC. FEES		
Travel and Documentation Fees:		
Simple Project (1 trip)		\$ 16.28
Moderate Project (2 trips)		\$ 32.55
Complex Project (3 trips)		\$ 48.83
		\$ -
Permit Issuance		\$ 24.41
Supplemental Permit Issuance		\$ 24.41
MECHANICAL PERMIT FEES		
Stand Alone Mechanical Plan Check (hourly rate)		\$ 97.65
UNIT FEES:		
A/C, Residential (each)	Install / Relocate Residential A/C unit	\$ 65.10
Furnace (F.A.U., Floor)	Install/Relocate floor furnace, including vent (each)	\$ 56.96
Heater (Wall)	Install/Relocate suspended heater, recessed wall heater, or floor-mounted unit heater (each)	\$ 56.96
Appliance Vent/Chimney (only)	Install/Relocate/Replace appliance vent installed and not included in an appliance permit (each)	\$ 24.41
Refrigeration Compressor	Repair/Alter/Add heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system, including installation of controls (each)	\$ 32.55
Boiler	Install/Relocate boiler or compressor	\$ 65.10
Chiller		\$ 65.10
Heat Pump (Package Unit)		\$ 48.83
Heater (Unit, Radiant, etc.)		\$ 32.55

FEE TYPES	FEE DESCRIPTIONS	FY 17/18 100% Cost
<div data-bbox="174 321 701 1162"> <div data-bbox="174 321 701 444">Air Handler</div> <div data-bbox="174 444 701 477">Duct Work (only)</div> <div data-bbox="174 477 701 509">Evaporative Cooler</div> <div data-bbox="174 509 701 542">Make-up Air System</div> <div data-bbox="174 542 701 574">Moisture Exhaust Duct (Clothes Dryer)</div> <div data-bbox="174 574 701 607">Vent Fan, Single Duct (each)</div> <div data-bbox="174 607 701 672">Vent System</div> <div data-bbox="174 672 701 737">Exhaust Hood and Duct (Residential)</div> <div data-bbox="174 737 701 802">Exhaust Hood, Type I (Commercial Grease Hood)</div> <div data-bbox="174 802 701 867">Exhaust Hood, Type II (Commercial Steam Hood)</div> <div data-bbox="174 867 701 899">Non-Residential Incinerator</div> <div data-bbox="174 899 701 932">Refrigerator Condenser Remote</div> <div data-bbox="174 932 701 964">Walk-in Box/Refrigerator Coil</div> <div data-bbox="174 964 701 997"></div> <div data-bbox="174 997 701 1029">OTHER FEES:</div> <div data-bbox="174 1029 701 1062"></div> <div data-bbox="174 1062 701 1094"></div> <div data-bbox="174 1094 701 1162">Other Mechanical Inspections (per half hour)</div> </div>	<div data-bbox="701 321 1495 1162"> <div data-bbox="701 321 1495 444">Air-handling unit, including attached ducts. (Note: this fee shall not apply to an air-handling unit that is a portion of a factory-assembled appliance, cooling unit, evaporative cooler, or absorption unit for which a permit is required elsewhere) (each)</div> <div data-bbox="701 444 1495 477"></div> <div data-bbox="701 477 1495 509">Evaporative cooler other than portable type (each)</div> <div data-bbox="701 509 1495 542"></div> <div data-bbox="701 542 1495 574"></div> <div data-bbox="701 574 1495 607">Ventilation fan connected to a single duct (each)</div> <div data-bbox="701 607 1495 672">Ventilation system that is not a portion of any heating or air-conditioning system authorized by a permit (each)</div> <div data-bbox="701 672 1495 737">Hood installation that is served by mechanical exhaust, including the ducts for such hood (each)</div> <div data-bbox="701 737 1495 802"></div> <div data-bbox="701 802 1495 867"></div> <div data-bbox="701 867 1495 899">Install/Relocate commercial or industrial-type incinerator (each)</div> <div data-bbox="701 899 1495 932"></div> <div data-bbox="701 932 1495 964"></div> <div data-bbox="701 964 1495 997"></div> <div data-bbox="701 997 1495 1029"></div> <div data-bbox="701 1029 1495 1062"></div> <div data-bbox="701 1062 1495 1094">Appliance or piece of equipment not classed in other appliance categories, or for which no other fee is listed (each)</div> <div data-bbox="701 1094 1495 1162"></div> </div>	<div data-bbox="1495 321 1688 1162"> <div data-bbox="1495 321 1688 444">\$ 65.10</div> <div data-bbox="1495 444 1688 477">\$ 48.83</div> <div data-bbox="1495 477 1688 509">\$ 32.55</div> <div data-bbox="1495 509 1688 542">\$ 48.83</div> <div data-bbox="1495 542 1688 574">\$ 24.41</div> <div data-bbox="1495 574 1688 607">\$ 24.41</div> <div data-bbox="1495 607 1688 672">\$ 48.83</div> <div data-bbox="1495 672 1688 737">\$ 24.41</div> <div data-bbox="1495 737 1688 802">\$ 130.20</div> <div data-bbox="1495 802 1688 867">\$ 97.65</div> <div data-bbox="1495 867 1688 899">\$ 48.83</div> <div data-bbox="1495 899 1688 932">\$ 48.83</div> <div data-bbox="1495 932 1688 964">\$ 24.41</div> <div data-bbox="1495 964 1688 997"></div> <div data-bbox="1495 997 1688 1029"></div> <div data-bbox="1495 1029 1688 1062"></div> <div data-bbox="1495 1062 1688 1094">\$ 48.83</div> <div data-bbox="1495 1094 1688 1162"></div> </div>
PLUMBING/GAS PERMIT FEES		
<div data-bbox="174 1266 701 1490"> <div data-bbox="174 1266 701 1331">Stand Alone Plumbing Plan Check (hourly rate)</div> <div data-bbox="174 1331 701 1364"></div> <div data-bbox="174 1364 701 1396">UNIT FEES:</div> <div data-bbox="174 1396 701 1429"></div> <div data-bbox="174 1429 701 1490">Fixtures (each)</div> </div>	<div data-bbox="701 1266 1495 1490"> <div data-bbox="701 1266 1495 1331">Stand Alone Plumbing Plan Check (hourly rate)</div> <div data-bbox="701 1331 1495 1364"></div> <div data-bbox="701 1364 1495 1396"></div> <div data-bbox="701 1396 1495 1429"></div> <div data-bbox="701 1429 1495 1490">Plumbing fixture or trap or set of fixtures on one trap, including water, drainage piping, and backflow protection (each)</div> </div>	<div data-bbox="1495 1266 1688 1490"> <div data-bbox="1495 1266 1688 1331">\$ 97.65</div> <div data-bbox="1495 1331 1688 1364"></div> <div data-bbox="1495 1364 1688 1396"></div> <div data-bbox="1495 1396 1688 1429"></div> <div data-bbox="1495 1429 1688 1490">\$ 24.41</div> </div>

FEE TYPES	FEE DESCRIPTIONS	FY 17/18 100% Cost
Gas System		\$ -
First Outlet		\$ 24.41
Each Additional Outlet		\$ 24.41
Building Sewer	Building or trailer park sewer (each)	\$ 81.38
Grease Trap	Industrial waste pretreatment interceptor, including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps (each)	\$ 32.55
Backflow Preventer	Backflow devices not included in other fee services	\$ -
First 5		\$ 32.55
Each after the First 5		\$ 8.14
Roof Drain—Rainwater System	Rainwater system inside building (per drain)	\$ 48.83
Water Heater		\$ -
First Heater	Water Heater and/or vent (each)	\$ 40.69
Each Additional Heater	Additional Water Heater and / or vent (each)	\$ 40.69
Water Pipe Repair/Replacement (ea. Outlet)	Install/Alter/Repair water piping and/or water treating equipment (each)	\$ 32.55
Drain-Vent Repair/Alterations	Repair/Alter drainage or vent piping (each fixture)	\$ 24.41
Drinking Fountain		\$ 32.55
Solar Water System Fixtures (solar panels, tanks, water treatment equipment)		\$ 146.48
Graywater Systems (per hour)		\$ 97.65
Medical Gas System (Each Outlet)		\$ 48.83
OTHER FEES:		
Other Plumbing and Gas Inspections (per half hour)		\$ 48.83
		\$ -
ELECTRICAL PERMIT FEES		
Stand Alone Electrical Plan Check (hourly rate)		\$ 128.57
SYSTEM FEES:		

FEE TYPES	FEE DESCRIPTIONS	FY 17/18 100% Cost
Private, Residential, In-ground Swimming Pools (each new)		\$ 48.83
Single Phase Service (per 100 amps)		\$ 32.55
Three Phase Service (per 100 amps)		\$ 32.55
		\$ -
Outdoor Events	Carnivals, circuses, or other traveling shows or exhibitions utilizing transportable-type rides, booths, displays, and attractions	\$ -
Electric generator and electrically-driven rides (each)		\$ 8.14
Mechanically-driven rides and walk-through attractions or displays having electric lighting (each)		\$ 8.14
System of area and booth lighting (each)		\$ 8.14
For permanently installed rides, booths, displays, and attractions, use the UNIT FEE schedule		\$ 8.14
Temporary Power Service		
Temporary Service (each)	Temporary distribution system and temporary lighting and receptacle outlets for constructions sites, decorative light, Christmas tree sales lots, firework stands, etc.	\$ 16.28
Temporary Pole (each)	Temporary Service power pole or pedestal, including all pole or pedestal-mounted receptacle outlets and appurtenances	\$ 32.55
UNIT FEES:		
Pre-Inspection (per half hour)		\$ 48.83
Generator Installation (per kW)		
Receptacle, Switch, and Lighting Outlets	Receptacle, switch, lighting, or other outlets at which current is used or controlled, except services, feeders, and meters	
First 10 (or portion thereof)	(For multi-outlet assemblies, each 5 feet or fraction thereof may be considered as one outlet)	\$ 48.83
Each Additional 10 (or portion thereof)		\$ 48.83
Lighting Fixtures	Lighting Fixtures, sockets, or other lamp-holding devices	
First 10		\$ 65.10

FEE TYPES	FEE DESCRIPTIONS	FY 17/18 100% Cost
Each additional 10		\$ 65.10
Pole or platform-mounted lighting fixtures (each)		\$ 48.83
Theatrical-type lighting fixtures or assemblies (each)		\$ 105.79
Residential Appliances	Fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens; counter mounted cooking tops; electric ranges; self-contained room console or through-wall air conditioners; space heaters; food waste grinders; dishwashers; washing machines; water heaters; clothes dryers; or other motor-operated appliances (each) not exceeding one horsepower (HP) in rating (each)	\$ 40.69
	(For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Power Apparatus)	\$ -
Nonresidential Appliances		
Self-contained factory-wired, nonresidential appliances, including medical and dental devices; food, beverage, and ice cream cabinets; illuminated show cases; drinking fountains; vending machines; laundry machines; or other similar types of equipment (each)		\$ 48.83
Self-contained factory-wired, nonresidential appliances not exceeding one horsepower (HP), kilowatt (kW), or kilovolt-ampere (kVA) in rating, including medical and dental devices; food, beverage, and ice cream cabinets; illuminated show cases; drinking fountains; vending machines; laundry machines; or other similar types of equipment (each)		\$ 48.83
	(For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Power Apparatus)	\$ -
		\$ -

FEE TYPES	FEE DESCRIPTIONS	FY 17/18 100% Cost
Power Apparatus	Motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment, and other apparatus. Rating in horsepower (HP), kilowatts (kW), or kilovolt-amperes (kVA), or kilovolt-amperes-reactive (kVAR)	\$ -
		\$ -
Up to and including 1 (each)		\$ 48.83
Over 1 and not over 10 (each)		\$ 56.96
Over 10 and not over 50 (each)		\$ 81.38
Over 50 and not over 100 (each)		\$ 89.51
Over 100 (each)		\$ 97.65
	(For equipment or appliances having more than one motor, transformer, heater, etc., the sum of the combined ratings may be used. These fees include all switches, circuit breakers, contactors, thermostats, relays, and other directly related control equipment.)	\$ -
		\$ -
Busways		\$ -
Trolley and plug-in-type busways - each 100 feet or fraction thereof		\$ 40.69
	(An additional fee will be required for lighting fixtures, motors, and other appliances that are connected to trolley and plug-in-type busways. No fee is required for portable tools.)	\$ -
		\$ -
Signs, Outline Lighting, and Marquees		\$ -
Signs, Outline Lighting, or Marquees supplied from one branch circuit (each)		\$ 65.10
Additional branch circuits within the same sign, outline lighting system, or marquee (each)		\$ 24.41
		\$ -
Services		\$ -
Services of 600 volts or less, up to 200 amperes in rating (each)		\$ 122.06
Services of 600 volts or less, 201 to 1000 amperes in rating (each)		\$ 187.16

FEE TYPES	FEE DESCRIPTIONS	FY 17/18 100% Cost
Services over 600 volts or over 1000 amperes in rating (each)		\$ 252.26
		\$ -
Miscellaneous Apparatus, Conduits, and Conductors		\$ -
Electrical apparatus, conduits, and conductors for which a permit is required, but for which no fee is herein set forth		\$ 32.55
	(This fee is not applicable when a fee is paid for one or more services, outlets, fixtures, appliances, power apparatus, busways, signs, or other equipment)	\$ -
		\$ -
Photovoltaic Systems (each)		\$ 488.25
		\$ -
OTHER FEES:		\$ -
		\$ -
Other Electrical Inspections (per half hour)		\$ 48.83
		\$ -
		\$ -
OTHER INSPECTIONS AND FEES		\$ -
		\$ -
Inspections outside of normal business hours, 0- 2 hours (minimum charge)		\$ 292.95
Each additional hour or portion thereof		\$ 97.65
Reinspection Fee (per hour)		\$ 97.65
Inspections for which no fee is specifically indicated, per hour (minimum charge = 1 hour)		\$ 97.65
Additional Plan Review required by changes, additions, or revisions to approved plans, per hour (minimum charge = 1 hour)		\$ 97.65

CITY OF MADERA, CA**Building Department - FY 17/18****Miscellaneous Permit Items - Total Costs**

Work Item	Unit	FY 17/18 100% Cost
Antenna—Telecom Facility		
Radio	each	\$ 309.05
Cellular/Mobile Phone, free-standing	each	\$ 423.31
Cellular/Mobile Phone, attached to building	each	\$ 382.29
Application Meeting		
First Hour	hourly rate	
Each additional hour	hourly rate	
Arbor/Trellis	each	\$ 417.43
Awning/Canopy (supported by building)	each	\$ 331.98
Balcony addition	each	\$ 539.50
Carport	each	\$ 624.94
Certifications		
Chimney Repair	each	\$ 188.47
Close Existing Openings		
Interior wall	each	\$ 131.83
Exterior wall	each	\$ 139.64
Commercial Coach (per unit)	each unit	\$ 310.54
Covered Porch	each	\$ 441.84
Deck (wood)	each	\$ 490.67
Deck Railing		\$ 129.88
Demolition (up to 3,000 sf)		\$ -
Commercial	each	\$ 260.23

Work Item	Unit	FY 17/18 100% Cost
Residential	each	\$ 260.23
Disabled Access Compliance Inspection	per hour	\$ 334.95
Door		
New door (non structural)	each	\$ 127.44
New door (structural shear wall/masonry)	each	\$ 164.06
Duplicate/Replacement Job Card	each	\$ 83.01
Fence		
Non-masonry, over 6 feet in height	per sq. ft.	\$ 331.98
Non-masonry, each additional 100 lf	each 100 lf	\$ 12.21
Masonry, over 6 feet in height	up to 100 lf	\$ 502.88
Masonry, each additional 100 lf	each 100 lf	\$ 109.86
Fireplace		
Masonry	each	\$ 261.71
Pre-Fabricated/Metal	each	\$ 200.68
Flag pole (over 20 feet in height)	each	\$ 235.81
Foundation Repair	each	\$ 283.19
Garage (detached)		
Wood frame up to 1,000 sf	each	\$ 408.19
Masonry up to 1,000 sf	each	\$ 493.64
Life Safety Report	each	
Lighting pole	each	\$ 139.64
each add'l pole	each	\$ 36.62
Modular Structures		
Partition—Commercial, Interior (up to 30 lf)	up to 30 lf	\$ 122.07
Additional partition	each 30 lf	\$ 36.62
Partition—Residential, Interior (up to 30 lf)	up to 30 lf	\$ 122.07
Additional partition	each 30 lf	\$ 36.62

Work Item	Unit	FY 17/18 100% Cost
Patio Cover		
Wood frame	up to 300 sf	\$ 441.84
Metal frame	up to 300 sf	\$ 490.67
Other frame	up to 300 sf	\$ 490.67
Additional patio	each 300 sf	\$ 97.65
Enclosed, wood frame	up to 300 sf	\$ 570.75
Enclosed, metal frame	up to 300 sf	\$ 668.40
Enclosed, other frame	up to 300 sf	\$ 668.40
Additional enclosed patio	each 300 sf	\$ 97.65
Photovoltaic System		
Residential	each	\$ 507.27
Commercial, up to 4 kilowatts	up to 4 kW	\$ 685.98
Commercial, each additional 1 kilowatt	each 1 kW	\$ 24.41
Pile Foundation		
Cast in Place Concrete (first 10 piles)	up to 10	\$ 488.27
Additional Piles (increments of 10)	each 10	\$ 488.27
Driven (steel, pre-stressed concrete)	up to 10	\$ 488.27
Additional Piles (increments of 10)	each 10	\$ 488.27
Product Review	per hour	\$ 97.65
Remodel—Residential		
Less than 300 sf	up to 300 sf	\$ 431.12
Kitchen	up to 300 sf	\$ 492.15
Bath	up to 300 sf	\$ 492.15
Additional remodel	each 300 sf	\$ 122.07
Re-roof		
Residential		\$ 235.81
Multi-Family Dwelling	up to 500 sf	\$ 248.02

Work Item	Unit	FY 17/18 100% Cost
Commercial	up to 500 sf	\$ 248.02
Commercial Addition	each 500 sf	\$ 127.44
Retaining Wall (concrete or masonry)		
Standard (up to 50 lf)	up to 50 lf	\$ 502.88
Additional retaining wall	each 50 lf	\$ 48.83
Special Design, 3-10' high (up to 50 lf)	up to 50 lf	\$ 534.13
Additional retaining wall	each 50 lf	\$ 48.83
Special Design, over 10' high (up to 50 lf)	up to 50 lf	\$ 546.33
Additional retaining wall	each 50 lf	\$ 48.83
Gravity/Crib Wall, 0-10' high (up to 50 lf)	up to 50 lf	\$ 344.19
Additional Gravity/Crib Wall	each 50 lf	\$ 46.87
Gravity/Crib Wall, over 10' high (up to 50 lf)	up to 50 lf	\$ 441.84
Additional Gravity/Crib Wall	each 50 lf	\$ 46.87
Revisions		
Commercial New	each	
Tenant Improvement	each	
SFDWL	each	
Addition	each	
Remodel	each	
Roof Structure Replacement	up to 100 sf	\$ 193.82
Additional roof structure replacement	each 100 sf	\$ 44.43
Sauna—steam	each	\$ 219.72
Siding		
Stone and Brick Veneer (interior or exterior)	up to 400 sf	\$ 129.88
All Other	up to 400 sf	\$ 146.48
Additional siding	each 400 sf	\$ 41.99
Signs		

Work Item	Unit	FY 17/18 100% Cost
Directional	each	\$ 176.26
Each additional Directional Sign	each	
Ground/Roof/Projecting Signs	each	\$ 164.06
Master Plan Sign Check	each	
Rework of any existing Ground Sign	each	\$ 98.63
Other Sign	each	\$ 98.63
Reinspection Fee	each	\$ 97.65
Wall/Awning Sign, Non-Electric	each	\$ 170.89
Wall, Electric	each	\$ 170.89
Skylight		
Less than 10 sf	each	\$ 85.93
Greater than 10 sf or structural	each	\$ 134.76
Solar Panels	each	
Roof Mount		
Ground Mount		
Stairs—First Flight	first flight	\$ 146.48
Each additional flight	per flight	\$ 29.30
Storage Racks		
0-8' high (up to 100 lf)	first 100 lf	\$ 146.48
each additional 100 lf	each 100 lf	\$ 39.06
over 8' high (up to 100 lf)	first 100 lf	\$ 97.65
each additional 100 lf	each 100 lf	\$ 39.06
Stucco Applications	up to 400 sf	\$ 66.40
Additional Stucco Application	each 400 sf	\$ 32.23
Supplemental Plan Check Fee (after 3rd review)		
First hour	each	\$ 107.42
Each Additional hour	per hour	\$ 107.42

Work Item	Unit	FY 17/18 100% Cost
Supplemental Inspection Fee		
First hour	each	\$ 105.47
Each Additional hour	per hour	\$ 105.47
Swimming Pool/Spa		
Vinyl-lined (up to 800 sf)	each	\$ 814.88
Fiberglass	each	\$ 832.46
Gunite (up to 800 sf)	each	\$ 881.28
Additional pool (over 800 sf)	each 100 sf	\$ 205.07
Commercial pool (up to 800 sf)	each	\$ 678.16
Commercial pool (over 800 sf)	each	\$ 775.82
Spa or Hot Tub (Pre-fabricated)	each	\$ 373.49
Window or Sliding Glass Door		
Replacement	each	\$ 90.82
New Window (non structural)	each	\$ 110.35
New window (structural shear wall/masonry)	each	\$ 261.71
Bay Window (structural)	each	\$ 261.71
Each Additional Window/Door After the First	each	\$ 17.57

CITY OF MADERA, CA
Building Department - FY 17/18
Fire Prevention Permit Items - Total Costs

Work Item	Unit	FY 17/18 100% Cost
Fire Sprinkler Systems		
1-20 Heads	per floor or system	\$ 508.07
21-100 Heads	per floor or system	\$ 692.82
101-200 Heads	per floor or system	\$ 923.76
201-350 Heads	per floor or system	\$ 1,108.51
351+	per floor or system	\$ 1,385.64
Fire Sprinkler —Tenant Improvements		
1-19 Heads	per floor or system	\$ 230.94
20-100 Heads	per floor or system	\$ 415.69
101-200 Heads	per floor or system	\$ 623.54
201-350 Heads	per floor or system	\$ 877.57
351+	per floor or system	\$ 1,108.51
Additional Fire Sprinkler Review Items		
Hydraulic Calculation	per remote area	\$ 138.56
Antifreeze System	per system	\$ -
Dry Pipe Valve	per valve	\$ 230.94
Deluge/Preaction	per valve	\$ 230.94
Pressure Reducing Station	per valve	\$ -
Annual Sprinkler Test		\$ -
Fire Pump	per pump	\$ 461.88
New Knox Box Installation		\$ 92.38
Trenching/Confined Space Permits	Inspection	\$ -
Fire Standpipe System		\$ -
Class I, II, III & Article 81	per outlet	\$ 115.47
		\$ -

Fire Prevention Permit Items

Work Item	Unit	FY 17/18 100% Cost
Fire Alarm System		\$ -
0-15 Devices*	per system	\$ 277.13
16-50 Devices	per system	\$ 415.69
51-100 Devices	per system	\$ 554.26
101-500 Devices	per system	\$ 831.38
Each additional 25 devices up to 1,000	per system	\$ 161.66
1001+	per system	\$ 715.91
Each additional 100 devices	per system	\$ 277.13
*Devices=All Initiating and indicating appliances		
Additional Fire Alarm Review Items		
Dampers	each	\$ 115.47
Hi/Lo Alarms	each	\$ 92.38
Low Air/Temp Alarms	each	\$ 92.38
Graphic Annunciator Review	each	\$ 69.28
Hazardous Activities or Uses		
Installation Permits		
Clean Agent Gas Systems	each	\$ 323.32
Dry Chemical Systems	each	\$ 254.03
Wet Chemical/Kitchen Hood	each	\$ 230.94
Foam Systems	each	\$ 184.75
Paint Spray Booth	each	\$ 254.03
Vehicle Access Gate	each	\$ 69.28
Monitoring	each	\$ 138.56
Propane Tank (LPG)	each	\$ 230.94
Aboveground—Flammable/Combustible Liquid Tank and/or Pipe	per site	\$ 277.13
Underground—Flammable/Combustible Liquid Tank and/or Pipe	per site	\$ 277.13
Fuel Dispensing System Complete	per site	\$ 508.07
High Piled/Rack/Shelf Storage	each	\$ 184.75
Smoke Control IFC Chpter 9	each	\$ 600.44
Nurse Call	each	\$ -
Medical Gas Alarms	each	\$ 230.94

Fire Prevention Permit Items

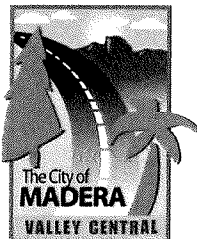
Work Item	Unit	FY 17/18 100% Cost
Medical Gas Level 1 (Hospital)		\$ -
1-36 outlets	group	\$ 184.75
each additional 36 outlets	group	\$ 184.75
Medical Gas Level 2 (Dental w/oxygen)		\$ -
1-36 outlets	group	\$ 323.32
each additional 36 outlets	group	\$ 230.94
Medical Gas Level 3 (Dental)	per system	\$ 230.94
Refrigerant System	each	\$ 323.32
Refrigerant Monitoring System	each	\$ 207.85
Annual Permits		
Aerosol Products (a.1)	per permit	\$ 92.38
Aircraft Refueling Vehicles (a.2)	per permit	\$ -
Aircraft Repair Hanger (a.3)	per permit	\$ 92.38
Automobile Wrecking Yard (a.5)	per permit	\$ -
Battery System (b.1)	per permit	\$ 92.38
Candles and Open Flames in Assembly Areas (c.1)	per permit	\$ 92.38
Cellulose Nitrate Film (c.3)	per permit	\$ 92.38
Cellulose Nitrate Storage (c.4)	per permit	\$ 92.38
Cellulose Fiber Storage (c.5)	per permit	\$ 92.38
Combustible Material Storage (c.6)	per permit	\$ 92.38
Compressed Gases (c.7)	per permit	\$ 92.38
Commercial Rubbish-Handling Operation (c.8)	per permit	\$ 92.38
Cryogenics (c.9)	per permit	\$ 92.38
Dry Cleaning Plants (d.1)	per permit	\$ 92.38
Dust-Producing Operations (d.2)	per permit	\$ 92.38
Explosives or Blasting Agents, Use or Transportation (e.1)	per permit	\$ 92.38
Fire; Manufacture, Compound, Store, Sale (f.2)	per permit	\$ 92.38
Flammable or Combustible Liquids; Pipelines; Store, Handle, Use (f.3)	per permit	\$ 92.38
Fruit Ripening (f.4)	per permit	\$ 92.38
Fumigation or Thermal Insecticide Fogging (f.5)	per permit	\$ 92.38
Hazardous Materials; Store, Transport on Site, Dispense, Use, Handle (h.1)	per permit	\$ 184.75
High-Piled Combustible Storage (h.2)	per permit	\$ 92.38

Fire Prevention Permit Items

Work Item	Unit	FY 17/18 100% Cost
Hot-Works Operations (h.3)	per permit	\$ 92.38
Liquefied Petroleum Gases, Store, Use, Handle, Dispense (l.1)	per permit	\$ 92.38
Lumber Yards (l.3)	per permit	\$ 92.38
Magnesium Working (m.1)	per permit	\$ 92.38
Motor Vehicle Fuel-Dispensing Stations (m.3)	per permit	\$ 92.38
Organic Coatings (o.2)	per permit	\$ 92.38
Places of Assembly (p.2)	per permit	\$ 92.38
Radioactive Materials (r.1)	per permit	\$ 92.38
Refrigeration Equipment; Operate (r.2)	per permit	\$ 92.38
Repair Garages (r.3)	per permit	\$ 92.38
Spraying or Dipping (s.1)	per permit	\$ 92.38
Tire Storage (t.2)	per permit	\$ 92.38
Wood Products (w.1)	per permit	\$ 92.38
Knox Box Inspection	Per inspection	\$ 92.38
Activity Permits (Single Event/One-Time)		
Bowling Pin or Alley Refinishing (b.2)	per permit	\$ 92.38
Candles and Open Flames in Assembly Areas (b.2)	per permit	\$ 92.38
Carnivals and Fairs (c.2)	per permit	\$ 277.13
Explosive or Blasting Agents; Use, Dispose (e.1)	per permit	\$ 138.56
Fireworks; Displays (f.2)	per permit	\$ 554.26
Hot Work Operations (h.3)	per permit	\$ 277.13
Liquefied Petroleum Gasses; install Containers (l.1)	per permit	\$ 184.75
Liquid- or Gas-Fueled Vehicles or Equipment in Assembly Buildings (l.2)	per permit	\$ 184.75
Temporary Membrane Structures, Tents, and Canopies (t.1)	per permit	\$ 115.47
Reports		
Life Safety Report	per hour	\$ 184.75
Hazardous Material Inventory Statement	per hour	\$ 184.75
Hazardous Material Management Plan	per hour	\$ 277.13
Hazardous Material Spill Verification Letter	per request	\$ 46.19
Other Fire Fees		
Hydrants/Underground Fire Service Plan Check	each	\$ 369.50
Hydrant Flow Test (existing Hydrants)	each	\$ 184.75

Fire Prevention Permit Items

Work Item	Unit	FY 17/18 100% Cost
Fire Special Plan Review	each	\$ 92.38
Reinspection Fee	per hour	\$ 184.75
Hot Work Permit (Roofing)	per inspection	\$ 92.38
Res or Comm Fumigation Inspection	per inspection	\$ 184.75
Response/Recovery/Insp Services	per hour	\$ -
Annual State-Mandated Inspections (Permitted)		
24-Hour Care Facilities		
6 or less	per facility	\$ 184.75
more than 6	per facility	\$ 184.75
Day Care Centers		
7-12	per facility	\$ 92.38
12+	per facility	\$ 92.38
High Rise Building	per facility	\$ -
Homes for the Mentally Impaired, 6+	per facility	\$ 277.13
Hospital and Jail	per facility	\$ 369.50
Nursery School	per facility	\$ 184.75
Private School	per facility	\$ 923.76
Annual State-Mandated Inspections (No Charge)		\$ -



REPORT TO CITY COUNCIL

Approved by:

Doria Alvarez
Department Director

[Signature]
City Administrator

Council Meeting of: 8/16/17

Agenda Number: E-2

SUBJECT: Request for Direction on Council Participation in the Old Timers' Day Parade and Consideration of a Minute Order Authorizing the Mayor to Sign the Hold Harmless Agreement or Related Documents

RECOMMENDATION: Staff requests direction on Council participation in the Old Timers' Day Parade scheduled Saturday, 9/23/17 and consideration of approval of a minute order authorizing the Mayor to sign the Hold Harmless Agreement or related documents. Council is also encouraged to offer suggestions on parade entry.

DISCUSSION: The City Council has traditionally participated in the Old Timer's Day Parade. The Old Timers' Day Parade is a popular community event which draws City and County residents alike to downtown Madera. The event is celebrating its 86th anniversary this year.

Staff requests Council direction on Council participation in the parade. Council is also encouraged to offer suggestions on parade entry. Prior year entries included fire engines, police vehicles, golf carts, and vehicles from a local auto dealer.

Should the Council decide to participate in the parade, the parade organizers require that a Hold Harmless Agreement be signed and submitted with the entry application.

FINANCIAL IMPACT: The parade entry fee of \$75 is a budgeted expense.

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

Old Timers Day Parade

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

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

Signed: _____ Date: _____

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

I agree to the Hold Harmless Agreement.

Name of AUTHORIZED REPRESENTATIVE TO GIVE CONSENT (Please Print):

SIGNATURE OF AUTHORIZED REPRESENTATIVE TO GIVE CONSENT: _____

_____ Date: _____

Categories of Entry

Class 1: Floats

1. Commercial
2. Youth Groups
3. Organizations

Class 2: Military Units

1. Drill Teams
2. Color Guard

Class 3: Bands

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

Class 4: Drill Teams (Non Military)

1. Auxiliary - Jr
2. Auxiliary - Sr

Class 5: Majorette/Drum Majors

1. Majorette, Pee wee Group (3 or more)
2. Majorette, Single Junior
3. Majorette, Single Senior
4. Majorette, Jr. Group (3 or more)
5. Majorette, Sr. Group (3 or more)
6. Drum Major, Junior High
7. Drum Major, Senior High

Class 6: Open Classes

1. Future Horseman (1 thru 8) Costume or Western
2. Junior Equestrian (9 thru 12)

Class 7: Divided Classes

(Male & Female)

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

Class 8: Hitch Classes

1. Horse
2. Pony
3. Mule

Class 9: Special Groups

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

Class 10: Youth Groups

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

Class 11: Non-Judged

1. Commercial
2. Political Group /Individual
3. Miscellaneous

Parade Rules

1. Parade starts at 10:00 a.m. SHARP!
2. Forward motion at all times. Units will be penalized for delay.
3. Maintain approx. 50 ft. between units.
4. No throwing or distributing of objects to spectators.
5. Junior Units are age 13 and under.
6. Senior Units are age 14 and older.
7. Band should play often along parade route.
8. Identification numbers are to be placed in view of the judges.
9. Entries involving vehicles or animals must maintain control of same at all times.
10. An entry may enter only one parade category.
11. Units with sound or unusual noise must indicate so on entry form.
12. Only one trophy awarded per entry.

13. Children under age 6 may not enter unless accompanied by a person 18 or older.
14. Parade officials will be clearly identified. Follow any directions they give.
15. Parade goes on, rain or shine.

Awards

First-Trophy
Second - Trophy
Third - Trophy

Bands: In addition to 1st, 2nd and 3rd place trophies, the school who places first overall (band, aux. and drum major) will receive \$200.00.

Equestrian: The top overall equestrian will receive \$150.00, 2nd overall will receive \$100.00 and 3rd overall will receive \$50.00. Trophies will be awarded for all equestrian entries.

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

Parade Date: September 23, 2017

Entries Close on Sept. 13, 2017

Political & Commercial	\$75.00
All Others	\$45.00
Late fee after 09/13/17	\$20.00
No fee for Bands	
Equestrians will be judged by a CSHA judge.	

Completed applications can be mailed to:
Madera Downtown Association
P.O. Box 812
Madera CA 93639
Or dropped off at Pecks Printery 201 S. Pine St.
Madera, CA 93637

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

Entry Form
2017 Old Timers' Day Parade
Saturday September 23, 2017
Entries Close September 13, 2017

Type of Entry Jr. _____ Sr. _____

Class # _____ Category # _____

Organization Name _____

Your name _____

Address _____

City _____ Zip _____

Phone _____

of Participants _____ # of Vehicles _____

Does the entry have sound? _____

Approx length of entry _____

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

Signature of Authorized Rep _____ Date _____

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

Mail to: Parade Committee
PO Box 812
Madera CA 93639

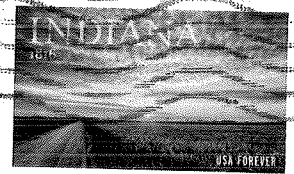
Amount of Check Enclosed \$ _____
NO MONEY NO ENTRY

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

Old Timers' Day Parade Committee
c/o Madera Downtown Association
P.O. Box 812
Madera, CA 93639

FRESNO CA 93639

27 JUL 2017 09:12



**The Madera Downtown Association
Presents the 2017
Old Timers Day Parade
Saturday, September 23, 2017 at 10:00 a.m.
Entries due by September 13, 2017**

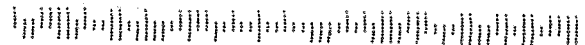
CITY OF MADERA
CITY COUNCIL
205 W. 4TH ST
MADERA CA 93637

RECEIVED
OFFICE OF THE CITY CLERK

JUL 31 2017

BY: *[Signature]*

93637-95999



Publicity Information:

Please tell us a little about your entry, your past awards, and other parades you've been involved in. If yours is a float, please tell us who built it, the name of your sponsors, etc. This information will be read aloud by the parade announcer, and will be used in pre-parade publicity. Please limit your scrip to 50 words. It will be complete once payment is received. We will edit your script if necessary. You can mail your scripts in to the Madera Downtown Association P.O. Box 812 Madera CA 93639. You may also drop off your applications at Peck's Printery – 201 South Pine Street. Please include your email so we can get in contact with you if there are any questions.

Please include your email: _____

Mail To: Madera Downtown Association- P.O. Box 812, Madera, CA 93639

Drop Off: Peck's Printery, 201 South Pine St., Madera, CA 93637

NO RECEIPT GIVEN

COPY FOR YOUR RECORD
